

1. City Council & WPCA Agenda

Documents:

[A2026-02-17 2.DOCX](#)

2. Approve Minutes

1. Vote to accept the Special Meeting Minutes from January 29, 2026.
2. Vote to accept the Public Hearing Meeting Minutes from February 2, 2026.
3. Vote to accept the Regular Meeting Minutes of February 2, 2026.
4. Vote to accept the Special Joint Meeting Minutes of February 3, 2026.

Documents:

[M2026-1-29 SPECIAL 1.DOCX](#)

[M2026 -02-02 PH PROPOSED RESOLUTION .DOCX](#)

[M2026-2-02 REGULAR. 1.DOCX](#)

[M2026-02-03 SPECIAL JT CC, BOF AND BOE MEETING MINUTES.DOCX](#)

3. Approve Mayoral Appointments

1. Vote to approve the following appointments:

Arlene Gonzalez (R) to the Economic Development Commission with a term to expire February 9, 2031.

Travis Lipinski (I) to the Economic Development Commission with a term to expire February 9, 2031.

Chris Dupont (R) to the Economic Development Commission with a term to expire February 9, 2027.

Erick Royer (I) to the Economic Development Commission with a term to expire February 9, 2028.

Patricia Fairchild (D) to the Park and Recreation Commission with a term to expire November 30, 2030.

2. Vote to approve the following individuals to the Building Committee for the THS/TMS Concession Building:

Mario Longobucco, Ed Arum, Joseph Kulesza, Patrick Cronin, Jamie Sykora, and Bill Pietrefase.

4. FY 25-26 Budget Amendments

Vote to approve the budget transfer requests for FY 25/26 as further described in the Manager of Budgets letter dated January 30, 2026, pending Board of Finance approval.

Documents:

[20260211091031.PDF](#)

5. Yankee Pedlar – TDC Blight Funds Request

Vote to approve the allocation of up to \$100,000 to the Torrington Development Corporation ("TDC"), to be used by the TDC for rehabilitation costs as permitted in C.G.S. Sec. 8-169aa et seq., in connection with the safeguarding of 93 Main Street and 30 Maiden Lane. Said allocation will be disbursed to the TDC from the City of Torrington Blight Fund, only upon satisfactory review of documented proof of expenses, and any drawn funds will be secured by a lien as permitted by C.G.S. Sec. 8-169aa(c)(6)(B).

6. Executive Session

Vote to enter into executive session pursuant to C.G.S. §200-1 (6) (B) for discussion of the pending litigation for the tax assessment appeal, Docket #HHB-CV25-6098271-S, at New Britain Superior Court, *Torrington Downtown Partners LLC v. City of Torrington*.

7. Open Session

Vote to go into open session.

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8. Vote – Litigation

Vote to authorize the Mayor to enter into a settlement agreement in the matter of Docket #HHB-CV25-6098271-S, at New Britain Superior Court, *Torrington Downtown Partners LLC v. City of Torrington*.

9. Small Cities – Project #143-SC-36 Phase - 2

On the recommendation of the Small Cities Committee, vote to replace windows throughout the house; replace front and rear house entry doors; and lead paint abatement, for a total of \$14,900.00 on Project #143-SC-36 Phase 2.

Documents:

[SMALL CITIES 143-SC-36 PHASE 2.PDF](#)

10. Conservation Commission 2025 Annual Report

Vote to accept the Conservation Commission 2025 Annual Report.

Documents:

[ANNUAL REPORT 2025.PDF](#)

11. Resolution #143-286

Vote to accept the recommendation of the Public Works Director and authorize the Mayor to adopt proposed Resolution #143-286 and execute the Master Municipal Agreement for Rights of Way Projects for the State of Connecticut DOT.

Documents:

[MEMO TO CITY COUNCIL - RESOLUTION.DOC](#)
[RESOLUTION-MASTER MUNICIPAL AGREEMENT FOR RIGHTS OF WAY PROJECTS.PDF](#)
[AMENDED PAGE 19 TO MASTER MUNICIPAL AGREEMENT. DOCX.DOCX](#)
[AMENDED LAST PAGE OF MASTER RIGHTS OF WAY.PDF](#)

12. CT Gen. Stat. § 8-24 Referral 71 East Albert Street

1. Vote to accept the recommendation of the Facilities Manager and refer the proposed sale of the Teen Center, 71 East Albert Street in Torrington, identified on Assessor's Map 116/Block 021/Lot 024, to the Planning & Zoning Commission for a review pursuant to the Conn. Gen. Stat. Section 8-24 determination.
2. Vote to authorize the Mayor to proceed with the sale negotiations derived from an RFP Bid under terms that are advantageous to the City, contingent upon a favorable recommendation from the Planning & Zoning Commission.

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Documents:

[8-24 - TEEN CENTER MEMO TO CITY COUNCIL.DOC](#)
[TEEN CENTER BLDG CARD.PDF](#)

13. Building Department Reports

Vote to accept the Building Department Report for January 2026.

Documents:

[JAN 2026 REPORT.PDF](#)

14. Tax Collector Refunds

Vote to accept the recommendation of the Tax Collector and authorize the tax refunds indicated on the list dated February 17, 2026.

Documents:

[02.17.2026 - CITY COUNCIL MTG - TAX REFUNDS.PDF](#)

15. Sewer Usage Refunds

Vote to accept the recommendation of the Tax Collector and authorize the sewer usage refunds indicated on the list dated February 17, 2026.

Documents:

[02.17.2026 - CITY COUNCIL MTG - SEWER REFUNDS.PDF](#)

[2.17.2026 - CITY COUNCIL MTG - SEWER REFUNDS.PDF](#)

16. Business By Dept. Heads

17. Business By Mayor & Members

18. Public Comment

Vote to open the meeting to the public to comment on agenda items only.

19. Adjournment

AGENDA
CITY COUNCIL & WPC AUTHORITY
REGULAR MEETING
Tuesday, February 17, 2026
City Hall Auditorium / Zoom
6:30 P.M.

Instructions for joining by Zoom are available online at: www.torringtonct.org/zoom

Meeting ID: 842 9600 7817 | **Passcode:** 06790 | **Call-in phone number:** 1 (646) 558-8656

Meeting Access Link:

<https://us02web.zoom.us/j/84296007817?pwd=enZyNEJkUUUp4VVdxS0UrMk1IRGh2QT09>

1. **Public Comment Per Section 4(e) of the City Council & WPCA Meeting Rules of Procedure.**
Vote to open the meeting to the public.
2. **Approve Minutes**
 - A. Vote to accept the Special Meeting Minutes from January 29, 2026.
 - B. Vote to accept the Public Hearing Meeting Minutes from February 2, 2026.
 - C. Vote to accept the Regular Meeting Minutes of February 2, 2026.
 - D. Vote to accept the Special Joint Meeting Minutes of February 3, 2026.
3. **Approve Mayoral Appointments**
 - A. Vote to approve the following appointments:
Arlene Gonzalez (R) to the Economic Development Commission with a term to expire February 9, 2031.
Travis Lipinski (I) to the Economic Development Commission with a term to expire February 9, 2031.
Chris Dupont (R) to the Economic Development Commission with a term to expire February 9, 2027.
Erick Royer (I) to the Economic Development Commission with a term to expire February 9, 2028.
Patricia Fairchild (D) to the Park and Recreation Commission with a term to expire November 30, 2030.
 - B. Vote to approve the following individuals to the Building Committee for the THS/TMS Concession Building:
Mario Longobucco, Ed Arum, Joseph Kulesza, Patrick Cronin, Jamie Sykora, and Bill Pietrefase.
4. **FY 25-26 Budget Amendments**
Vote to approve the budget transfer requests for FY 25/26 as further described in the Manager of Budgets letter dated January 30, 2026, pending Board of Finance approval.
5. **Yankee Pedlar – TDC Blight Funds Request**
Vote to approve the allocation of up to \$100,000 to the Torrington Development Corporation (“TDC”), to be used by the TDC for rehabilitation costs as permitted in C.G.S. Sec. 8-169aa et seq., in connection with the safeguarding of 93 Main Street and 30 Maiden Lane. Said allocation will be disbursed to the TDC from the City of Torrington Blight Fund, only upon satisfactory review of documented proof of expenses, and any drawn funds will be secured by a lien as permitted by C.G.S. Sec. 8-169aa(c)(6)(B).
6. **Executive Session**
Vote to enter into executive session pursuant to C.G.S. §200-1 (6) (B) for discussion of the pending litigation for the tax assessment appeal, Docket #HHB-CV25-6098271-S, at New Britain Superior Court, *Torrington Downtown Partners LLC v. City of Torrington*.
7. **Open Session**
Vote to go into open session.
8. **Vote – Litigation**
Vote to authorize the Mayor to enter into a settlement agreement in the matter of Docket #HHB-CV25-6098271-S, at New Britain Superior Court, *Torrington Downtown Partners LLC v. City of Torrington*.
9. **Small Cities – Project #143-SC-36 Phase - 2**
On the recommendation of the Small Cities Committee, vote to replace windows throughout the house; replace front and rear house entry doors; and lead paint abatement, for a total of \$14,900.00 on Project #143-SC-36 Phase 2.
10. **Conservation Commission 2025 Annual Report**
Vote to accept the Conservation Commission 2025 Annual Report.

11. Resolution #143-286

Vote to accept the recommendation of the Public Works Director and authorize the Mayor to adopt proposed Resolution #143-286 and execute the Master Municipal Agreement for Rights of Way Projects for the State of Connecticut DOT.

12. CT Gen. Stat. § 8-24 Referral 71 East Albert Street

- A. Vote to accept the recommendation of the Facilities Manager and refer the proposed sale of the Teen Center, 71 East Albert Street in Torrington, identified on Assessor's Map 116/Block 021/Lot 024, to the Planning & Zoning Commission for a review pursuant to the Conn. Gen. Stat. Section 8-24 determination.
- B. Vote to authorize the Mayor to proceed with the sale negotiations derived from an RFP Bid under terms that are advantageous to the City, contingent upon a favorable recommendation from the Planning & Zoning Commission.

13. Building Department Reports

Vote to accept the Building Department Report for January 2026.

14. Tax Collector Refunds

Vote to accept the recommendation of the Tax Collector and authorize the tax refunds indicated on the list dated February 17, 2026.

15. Sewer Usage Refunds

Vote to accept the recommendation of the Tax Collector and authorize the sewer usage refunds indicated on the list dated February 17, 2026.

16. Business by Dept. Heads

17. Business by Mayor & Members

18. Public Comment

Vote to open the meeting to the public to comment on agenda items only.

19. Adjournment

**MINUTES
CITY COUNCIL & WPCA
SPECIAL MEETING
Zoom
January 29, 2026**

Vol 27, Page 647

A **SPECIAL MEETING** of the City Council and Water Pollution Control Authority (WPCA) of the City of Torrington was held by Zoom on Thursday, January 29, 2026. Present were Mayor Molly Spino, Corporation Counsel Tomasz Kalinowski, City Councilors, David Oliver, Paul Cavagnero, Armand Maniccia, Rachel Hannon-Harrel, Chris Beyus and Anne Ruwet. Also on Zoom was Treasurer Dan Farley.

Mayor Spino called the meeting to order at 5:31 p.m.

Heating Project

On a Motion from Councilor Oliver seconded by Councilor Beyus, the Council voted unanimously on the recommendation of the Small Cities Committee to approve funding for a heating repair project at 129 Hawthorne Terr. not to exceed \$1,258.

Mr. Farley explained that if the homeowner selects the higher quote, they will be responsible for paying the difference to the City; however, the mortgage amount will remain at \$1,258.

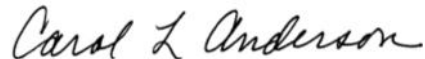
Councilor Oliver provided a brief overview of the Forbearance Plan to the Council.

Adjournment

On a motion by Councilor Maniccia, seconded by Councilor Beyus, the Council voted unanimously to adjourn at 5:39 p.m.

*Respectfully submitted by
Diane V. Woodruff, Deputy City Clerk*

ATTEST



CAROL L. ANDERSON, CITY CLERK

**MINUTES
CITY COUNCIL & WPCA
PUBLIC HEARING:
CITY HALL AUDITORIUM/ZOOM
February 2, 2026**

Vol 27,

A **PUBLIC HEARING** was held by the City Council & WPCA of the City of Torrington on Monday, February 2, 2026, to solicit citizen input regarding the **Sewer Use Fee** for the year beginning July 1, 2025, and ending June 30, 2026. Present at City Hall were Mayor Elinor Carbone, Corporation Counsel Michael Magistrali, and City Councilors Drake Waldron, Stephan Ivain, Molly Spino, Paul Cavagnero, and David Oliver. Also present at City Hall were Deputy Comptroller and Manager of Budgets Erika Johnson, Public Works Director Ray Drew, Facilities Manager Jamie Sykora, WPCA Administrator Ed Tousey, Purchasing Agent Pennie Zucco, and Human Resources Director Denise Kurpiewski. Deputy Fire Chief David Tripp and IT Director Gerry Crowley participated via Zoom. Councilor Anne Ruwet was absent.

Mayor Carbone called the meeting to order at 7:04 p.m.

Assistant City Clerk Heather Abraham read the legal notice into the record.

PUBLIC COMMENT

David Tripp said he lives in the Hunter Court Condominiums and serves as President of the Homeowners Association. He said the annual increases in fees are making it difficult to manage the HOA budget. Many residents, particularly elderly individuals on fixed incomes, are struggling to keep up with the rising costs year after year.

PUBLIC HEARING CLOSED

Mayor Carbone declared the public hearing closed at 7:10 p.m.

A **PUBLIC HEARING** was held by the City Council & WPCA of the City of Torrington on Monday, May 19, 2025, to solicit citizen input regarding the adoption of a proposed **Regional Waste Authority Ordinance**, which would establish the Northwest Resource Recovery Authority (NRRRA).

Mayor Carbone called the meeting to order at 7:10 p.m.

Assistant City Clerk Heather Abraham read the legal notice into the record.

PUBLIC COMMENT

No one from the Public wished to speak.

Mr. Drew stated that establishing the NRRRA offers long-term benefits for both the City and the broader region. He emphasized that it remains a worthwhile initiative, even though the City will not own any of the facilities. The project is expected to generate a range of positive outcomes.

PUBLIC HEARING CLOSED

Mayor Carbone declared the public hearing closed at 7:15 p.m.

TABLE: PUBLIC HEARING FOR THE SALE OF 403 TORRINGFORD WEST STREET

On a motion by Councilor Cavagnero, seconded by Councilor Oliver, the Council voted unanimously to table the Public Hearing on the proposed sale of 403 Toringford West Street. Mayor Carbone explained to the Council that one of the Statutory requirements is a sign to be posted on the property, which was not done.

*Respectfully submitted by
Heather Abraham, Asst. City Clerk*

ATTEST:

Carol L. Anderson
CAROL L. ANDERSON, CITY CLERK

**MINUTES
CITY COUNCIL & WPCA
REGULAR MEETING
City Hall Auditorium / Zoom
February 2, 2026**

A **REGULAR MEETING** of the City Council and Water Pollution Control Authority (WPCA) of the City of Torrington was held at the City Hall Auditorium on Monday, February 2, 2026. Present at the City Hall Auditorium were Mayor Molly Spino, Corporation Counsel Tomasz Kalinowski, City Councilors David Oliver, Paul Cavagnero, Anne Ruwet, Armand Maniccia, Rachel Hannon-Harrel and Chris Beyus. Also present at City Hall were City Planner Jeremy Leifert and Facilities Manager Jamie Sykora.

Mayor Spino called the meeting to order at 6:35 p.m.

Public Hearing: Roll Call Vote – Distressed Municipality

On a motion from Councilor Oliver, seconded by Councilor Cavagnero, the Council voted unanimously to accept the proposed Resolution #143-283 that would reauthorize the City of Torrington to continue to exercise powers granted under CT General Statutes Chapter 114, City and Town Development Act for a period of five (5) years. See Addendum #1 below.

Public Comment(in-person only)

On a motion by Councilor Ruwet, seconded by Councilor Cavagnero, the Council voted unanimously to open the meeting to the public. No one from the public wished to speak.

Approve Minutes

On a motion by Councilor Hannon-Harrel, seconded by Councilor Beyus, the Council voted unanimously to accept the Minutes of the Special Joint Meeting of the Board of Finance from January 20, 2026. Councilor Oliver abstained.

On a motion by Councilor Maniccia, seconded by Councilor Hannon-Harrel, the Council voted unanimously to accept the Regular Meeting Minutes from January 20, 2026. Councilor Oliver abstained.

Approve Mayor Appointments

On a motion by Councilor Cavagnero, seconded by Councilor Oliver, the Council voted unanimously to approve the following appointments:

- Briana Juliano (R) to the Coe Memorial Park Committee with a term to expire December 31, 2028
- Sharon Okraska (R) as an alternate to the Inland Wetlands Commission for a term set to expire May 20, 2027.
- Jeremy DeCarli (U) as a regular member to the Inland Wetlands Commission for a term set to expire May 20, 2027.

WPCA Payment Authorization

On a motion by Councilor Ruwet, seconded by Councilor Maniccia, the Council voted unanimously herein acting as the Water Pollution Control Authority, to approve the following payments from Fund #490 Sanitary Sewer Capital Improvement.

DATE	INVOICE	CONTRACTOR	AMOUNT	DESCRIPTION
02/02/2026	#2120	Yield Industries	\$15,745.00	Emergency Sewer Repair Hoerle Blvd East

Executive Session

On a motion by Councilor Cavagnero, seconded by Councilor Oliver, the Council voted unanimously to go into Executive Session pursuant to C.G.S. Sec. 1-200 et seq to discuss potential Inland Wetlands and Zoning enforcement litigation, inviting in City Planner Mr. Leifert and Corporation Counsel Kalinowski at 6:38 p.m.

Open Session

On a motion by Councilor Maniccia, seconded by Councilor Cavagnero, the Council voted unanimously to go into open session at 6:47 p.m.

Small Cities – Emergency Heating Project #143-PI-66

On a motion from Councilor Beyus, seconded by Councilor Oliver, the Council voted unanimously to approve Project #143-PI-66, approved by Small Cities Committee on January 21, 2026.

Councilor Beyus stated that he and Councilor Hannon-Harrel met as the Small Cities Committee and approved the project. He expressed hope that the City Council would also approve it so the homeowners can replace their boiler and restore heat to their home.

Tax Collector Refunds

On a motion from Councilor Ruwet, seconded by Councilor Cavagnero, the Council voted unanimously to accept the recommendation of the Tax Collector and authorize the tax refunds indicated on the list dated February 2, 2026.

Sewer Usage Refunds

On a motion from Councilor Ruwet, seconded by Councilor Beyus, the Council voted unanimously to accept the recommendation of the Tax Collector and authorize the sewage usage refunds indicated on the list dated February 2, 2026.

Business by Dept. Heads

On a motion by Councilor Beyus, seconded by Councilor Maniccia, the Council voted unanimously to consider business by Department Heads.

City Planner Jeremy Leifert provided a brief overview for the new members of the City Council regarding the update to the Plan of Conservation and Development. By law, the City's Plan of Conservation and Development must be updated every ten years; the last full update was completed in 2009, and much of the data in the current plan is no longer workable. Mr. Leifert explained that in 2023, legislation was passed allowing municipalities to use Town Aid Road funding to update the plan. He stated that he has been working with Public Works Director Ray Drew on this project, which has an estimated cost of \$120,000. Approximately \$13,000 is available in a Capital Reserve Account, \$20,000 is available in the Special Project Fund from the Riverfront Project account, and the remaining balance will be funded through the Town Aid Road Fund, for a total not to exceed \$120,000. Mr. Leifert noted that he will be working with Deputy Comptroller/Manager of Budgets Erika Crowley to move the project forward and that he is in the process of preparing a Request for Proposals (RFP). He also stated that once the process is underway, a Citizens Advisory Committee and a Technical Advisory Committee will be established, with the hope that either the Mayor or a City Councilor will serve on the committee. Mr. Leifert stated that the development of a new Plan of Conservation and Development is a significant undertaking and is expected to take approximately nine months to one year to complete. He expressed that he is excited and looking forward to working on the project.

Corporation Counsel Kalinowski provided an update on the Yankee Pedlar. A hearing is scheduled for February 10, 2026, to obtain a date for the Motion to Sell. The final hearing is anticipated to be held in late February or March. Corporation Counsel Kalinowski also stated that the lease for 32 City Hall has been finalized and that work on the building has begun.

Business by Mayor & Members

On a motion by Councilor Oliver, seconded by Councilor Hannon-Harrel, the Council voted unanimously to consider business by the Mayor and City Council members.

All Councilors expressed their appreciation to the Public Works Department for their hard work clearing snow from the streets and sidewalks, noting that the department did an excellent job.

Councilor Ruwet stated that Mayor Spino participated in a ride-along in a plow truck.

Mayor Spino confirmed that she completed a ride-along in a plow truck during the first day of the storm. She stated that the experience was informative and provided a better understanding of Public Works operations during snowstorms. Mayor Spino further noted that the Supervisor of Public Works, Tim Cote, has invited any interested Councilor to participate in a ride-along during the next snowstorm and asked Councilors to notify her if they are interested. Mayor Spino provided the Council with the 2025 Grand List, which was signed the previous week. She noted that this is the first time in over two decades that the Grand List has been completed on time and credited Tax Assessor Stacie Maldonado and her office for their efforts. Mayor Spino stated that the Grand List will be discussed further during the budget process. Mayor Spino reminded the Council that Councilor Maniccia and Councilor Cavagnero serve on the Budget Committee and that department budgets will be presented to the Council at the February 17, 2026 Council meeting. Mayor Spino announced that Winter Fest will be held on Saturday, February 7, 2026, and invited everyone to attend and enjoy the festivities. She also reminded the Council that Legislative Open Session begins on Wednesday, February 4, 2026, and noted that she was invited to attend opening day and she will be there for Governor Lamont's State of the State Address. Mayor Spino noted that Public Works Director Ray Drew announced his retirement several months ago and that she extended his service during the transition period, which she stated has been

extremely helpful. Mayor Spino announced that Jamie Sykora has been selected as the new Public Works Director. Mr. Sykora is currently the Facilities Manager for the City of Torrington and has done a tremendous job over the past five years building the department into its current state.

Mr. Sykora thanked the Mayor for having faith in him and stated that he is inheriting a very well-run department. He noted that Mr. Drew has done a phenomenal job and that he has big shoes to fill. Mr. Sykora stated that his goal is to make this the number one municipality in the state.

Public Comment

On a motion by Councilor Cavagnero, seconded by Councilor Ruwet, the Council voted unanimously to open the meeting to the public to comment on Agenda items only. No one wished to speak.

Adjournment

On a motion by Councilor Oliver, seconded by Councilor Hannon-Harrel, the Council voted unanimously to adjourn at 7:02 p.m.

Respectfully submitted by
Diane V. Woodruff, Deputy City Clerk

ATTEST

CAROL L. ANDERSON, CITY CLERK

Addendum #1:

RESOLUTION #143-283

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TORRINGTON
RE-AUTHORIZING THE CITY OF TORRINGTON TO UNDERTAKE PROGRAMS AND
PROJECTS, AUTHORIZED UNDER THE CONNECTICUT CITY AND TOWN
DEVELOPMENT ACT, TO ASSUME AND TO EXERCISE, AS APPROPRIATE, ALL
OF THE RIGHTS, POWERS, OBLIGATIONS, AND PRIVILEGES UNDER SAID ACT
AND AUTHORIZING SUCH OTHER ACTIONS AS MAY BE NECESSARY TO
IMPLEMENT THE PURPOSES OF THE ACT**

WHEREAS, on August 8, 1975, the Connecticut General Assembly passed the Connecticut City and Town Development Act (hereinafter, the “Act”), which Act is set forth in Chapter 114 of the Connecticut General Statutes; and

WHEREAS, the Act provides that municipalities which have found and determined that conditions substantially as described in Conn. Gen. Stats. Section 7-481 exists in the municipality, that those conditions are continuing, and that they may be ameliorated by the exercise of the powers granted under the Act; and

WHEREAS, the City of Torrington (the “City”) previously passed Resolution #143-213 on March 11, 2021, authorizing the City to implement the provisions of the Act for a period of five (5) years.

WHEREAS, conditions as described in Conn. Gen. Stats. Section 7-481 exists in the City, are continuing, and may be ameliorated by reauthorizing the exercise of the powers granted under the Act; and

WHEREAS, it is in the interest of the City to reauthorize and continue implementing the provisions and powers of the Act as soon as possible in order to take advantage of the provisions of the Act.

NOW THEREFORE, BE IT HEREBY RESOLVED:

1. That the City Council of Torrington makes the following findings and legislative

determinations:

- a. Conditions substantially as described in Conn. Gen. Stats. Section 7-481 exists in the City, the conditions are continuing, and may be ameliorated by the exercise of the powers granted under the Act;
- b. An unreasonable number of Torrington residents are subject to hardship in finding employment and adequate, safe, and sanitary housing;
- c. Conditions of blight and deterioration exist in parts of Torrington, and the City would substantially benefit from the renovation, rehabilitation, or construction of commercial or residential properties within its territorial limits;
- d. Private enterprise is not meeting such need for employment, housing, the reduction of blight and deterioration, or the renovation, rehabilitation, or construction of commercial or residential properties in the City; and,
- e. The need for employment and adequate, safe, and sanitary housing will be lessened, and the City of Torrington will be revitalized by the exercise of the powers granted under the Act.

2. That the City shall be afforded all of the powers enumerated in Conn. Gen. Stats. Section 7-483, including but not limited to, the power to

- a. Acquire, receive by gift or otherwise, purchase, acquire options to purchase, own and hold as lessee or lessor any development property which is located within its borders;
- b. Construct, reconstruct, rehabilitate, improve, alter, equip, maintain or repair or provide for the construction, reconstruction, improvement, alteration, equipment or maintenance or repair of any development property and let, award and enter into construction contracts, purchase orders and other contracts with respect thereto upon such terms and conditions as the City shall determine to be reasonable, including but not limited to reimbursement for the planning, designing, financing, construction, reconstruction, improvement, equipping, furnishing, operation and maintenance of any such development property and the settlement of any claims arising therefrom and the establishment and maintenance of reserve funds with respect to the financing of such development property;
- c. Sell, lease as lessor or lessee, grant options to purchase or to renew a lease, assign, exchange, mortgage as security for notes or bonds issued pursuant to Conn. Gen. Stats. Section 7-491 or otherwise dispose of or encumber and to manage or operate any development property;
- d. Make and enter into all contracts and agreements necessary or incidental to the performance of its duties and the exercise of its powers in furtherance of the purposes of the Act, including contracts and agreements with sponsors; and,
- e. In connection with any application or commitment for assistance under the Act, to make and collect such fees and charges as the City shall determine to be reasonable.

3. That the City Council sets the following standards for the implementation of the powers granted under the Act and declares that no action(s) will be taken by the City of Torrington under the powers conferred by the Act unless the following conditions have been met:
 - a. Adequate provisions shall be made for the payment of the cost of acquisition, construction, operation, maintenance, and insurance of all development property;
 - b. A feasible method exists and shall be utilized for the relocation into safe and sanitary dwellings of comparable rent of families and individuals displaced as a consequence of the exercise of any power granted under the Act, and such families and individuals shall not suffer disproportionate injuries as a result of actions authorized by the Act for the public benefit;
 - c. Development property shall not be acquired or disposed of without due consideration of the environmental and economic impact of such acquisition or disposition and the adequacy of existing or proposed municipal services; and
 - d. The acquisition or disposition of all development property shall advance the public interest, general health, safety, and welfare, and development, growth, and prosperity of the City of Torrington.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon its approval by a majority of the members of this Council and shall remain effective for a period of five (5) years.

**MINUTES
CITY COUNCIL MEETING,
BOARD OF FINANCE and
BOARD OF EDUCATION
SPECIAL JOINT MEETING**

Vol 27, Page 656

**Torrington Middle School Cafeteria / Zoom
February 3, 2026**

A **SPECIAL JOINT MEETING** of the City Council and Water Pollution Control Authority (WPCA), Board of Finance and Board of Education was held at the Torrington Middle School Cafeteria on Tuesday, February 3, 2026. Present at the Torrington Middle School Cafeteria were Mayor Molly Spino, Corporation Counsel Tomasz Kalinowski, City Councilors Anne Ruwet, Paul Cavagnero, Armand Maniccia, Rachel Hannon-Harrel and Chris Beyus. David Oliver joined by Zoom. Board of Finance Members Donna Iannacito, Laurene Pesce and Wendy Traub. Caitlin Hall joined at 6:05 p.m., attended in person Christopher Anderson joined by Zoom. Dan Thibault was absent. Also present at Torrington Middle School Cafeteria were Comptroller Olivia DeRosa, Deputy Comptroller & Manager of Budgets Erika Crowley and Treasurer Dan Farley. Board of Ed Members Chairman Edward Corey, Finance Director Donna Labbe, Director of Facilities Dean Pergola, Superintendent Michael Wilson, Kristen Conway, John Kissko, William Knight, Glenn Burger, Gary Eucalitto, Joseph Kulesza and Jeffrey Putnam attended in person. Marc Loranger from Gale Associates and Attorney Sandra Dawson of Pullman & Comley joined by Zoom.

Mayor Spino opened the meeting at 6:02 p.m., beginning with the Pledge of Allegiance.

Torrington Middle School Roof Replacement

On a motion by Councilor Maniccia, seconded by Councilor Ruwet, the Boards discussed approval of an appropriation of \$6,612,375 and a bond authorization of \$5,912,375 for the former Torrington Middle School (Torrington Intermediate School) Roof Replacement Project.

Mayor Spino went over the Power Point presentation that was put together with the Board of Finance members. She stated that the presentation provided background information on the project, which dates back to 2018 when voters originally approved the bonding for Torrington Middle School. Mayor Spino stated that in a recent conversation with Superintendent Wilson, she was informed that the Board of Education will allocate \$575,066 from the 0313 account, bringing the balance in that account down to \$305,153.02. She noted that there will need to be a future discussion with the Board of Finance to determine where the remaining funds will come from.

Chairman Corey stated that the \$477,000 in the Board of Education's Capital Reserve account is being allocated for the repair of the chiller at Torrington School, which is an essential component of the HVAC system. He stated that this is why the Board of Education considers this an essential project. He further noted that any other projects tentatively planned to be proposed from the Capital Reserve account are being put on hold in favor of this project.

Chairman Corey also discussed the 2% non-lapsing account and stated that there are funds available and that it is permissible to use those funds for capital expenses. He explained that the Board of Education's goal is to avoid major disruptions to the educational process by preserving funds for operational expenses in the upcoming fiscal year. He noted that, in either case, the expense is related to education and does not require the City to raise additional funds from taxpayers. He stated that while bonding can be used for capital expenses, it cannot be used for educational operational expenses. He emphasized that the Board of Education is not refusing to use funds for improper reasons, but rather believes there are higher priorities for those funds. Chairman Corey stated that the figures in the proposed financing structure were slightly inaccurate. He explained that there is approximately \$977,000 in the Board of Education's Capital Reserve Fund, and after allocating \$477,000 for the Torrington School chiller project, approximately \$500,000 would remain available.

Mayor Spino clarified that she spoke with Superintendent Wilson the previous week, who verified that \$575,066 would be available from the 0313 account. She stated that further reconciliation of the account revealed the balance was lower than previously thought, which would slightly change the remaining balance due and require determining where the remaining funds will come from. Board of Education Finance Director Mrs. Labbé stated that the balance in the 0313 account was \$993,285.51. She noted that an emergency purchase for communication equipment had been previously approved, which caused the balance to change slightly.

Mayor Spino stated that the question is whether the Board of Education's contribution from the 0313 account toward the project would be less than the \$575,066 originally listed. Chairman Corey stated that the amount would be \$515,285.51. Mayor Spino stated that this would leave a remaining balance of approximately \$365,000 that would need to be funded from another source.

Mrs. Traub asked whether the Board of Education has a payment term in its contract. Mr. Pergola stated that the project will be completed under an A101 Agreement. Under that agreement, the contractor submits payment paperwork on or before the fifth business day of each month to the engineer and then to the Board of Education for final review. Once approved, the Board of Education issues payment to the contractor. Mr. Pergola stated that State reimbursement typically occurs within 45 to 90 days and that he believes the contractor would be paid within approximately 30 days.

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Mr. Anderson asked why the City would need to bond for the project and what the cost of bonding would be. Treasurer Farley stated that the cost of bonding is approximately \$30,000, which includes fees for the financial consultant and bond counsel. Comptroller Mrs. DeRosa and Deputy Comptroller and Manager of Budgets Mrs. Crowley briefly discussed the bonding process.

Attorney Dawson explained that regardless of the funding source, voter approval is required for the appropriation of funds for this Capital Project. She stated that the only way to avoid a referendum would have been to include the project in the current year's budget. Further discussion regarding bonding took place between the Board of Finance and Attorney Dawson.

Commissioner Ruwet asked about voter turnout for referendums. Town Clerk Mrs. Anderson stated that approximately 5% of voters participated in the most recent standalone referendum.

Chairman Corey stated that the Board of Education wants to avoid increasing the City's debt any more than necessary. He noted that the Board of Education and the City Council share the same general goal of minimizing bonding, while recognizing that a referendum would authorize the City to do so if needed. Commissioner Beyus asked whether the Board of Education would be willing to fund the remaining \$880,000 through various accounts. Chairman Corey responded that the Board of Education's current offer remains at \$500,000. He added that Superintendent Wilson had presented an alternative option involving insulation, which could reduce the total project cost by an estimated \$423,700. This is another proverbial concession that could be made if we really needed to, to try to further defer some costs. He explained that this reduction would lower the overall project cost but would not proportionally reduce the contributions of both parties due to State reimbursement considerations. Chairman Corey stated that this option could be explored further to potentially reduce our commitment for this project.

Chairman Corey discussed the Board of Education's Non-Lapsing Fund, noting that using those funds for this project would have a severe operational impact, particularly given the likelihood of a low or zero allocation from the City in the upcoming budget year. He stated that it may be preferable to bond for this project. This approach would allow the Board of Education to meet its operational commitments next year without requesting additional funding from the City, avoid layoffs, and minimize added financial pressure on taxpayers.

Mayor Spino thanked Chairman Corey for his explanation and stated that she met with him last month to discuss the City's financial position and anticipated budget challenges. She expressed appreciation for the Board of Education's understanding of the City's situation and acknowledged that the City may again face a zero-percent budget increase.

Mrs. Traub asked whether the bond could be rescinded within a certain timeframe if the project does not proceed. Attorney Dawson explained that once voters approve the appropriation and bond authorization and the City enters into a contract with a vendor, the bond authorization cannot be rescinded. She further stated that if the project is not undertaken, the City cannot repurpose the bond funds for another project, because she would not be able to issue an opinion for it.

Commissioner Cavagnero asked whether the project involved a total roof replacement. Mr. Loranger briefly explained the scope of the project.

Chairman Corey stated that Torrington Middle School (Torrington Intermediate School) is a facility the Board of Education intends to retain and noted that it is in better condition than some other school buildings, making the project a sound investment. Chairman Corey also noted that according to City Clerk Carol Anderson, the City Council has not met outside City Hall since 2009. He expressed appreciation for the City Council's participation in the joint meeting and stated that working together on this important project reflects a positive spirit of cooperation.

Roll Call Vote by the Board of Finance

On a motion from Mrs. Traub, seconded by Ms. Hall, the Board voted four to one, with Mr. Anderson opposed, to adopt Resolution #143-284 approving an appropriation of \$6,612,375 for the Torrington Middle School (Torrington Intermediate School) Roof Replacement Project, and the financing of said appropriation by the issuance of general obligation bonds of the city and notes in anticipation of such bonds in an amount not to exceed \$5,912,375 therefor; and resolutions for school construction grant and recommending approval of Resolution #143-285 to the Board of Councilmen. See Addendum #1 below,

Roll Call Vote by the Board of Councilmen

On a motion from Councilor Maniccia, seconded by Councilor Hannon-Harrel, the Council voted four to two with Councilor Ruwet and Councilor Oliver opposed, to accept the recommendation of the Board of

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Finance and adopt Resolution #143-285 approving an appropriation of \$6,612,375 for the Torrington Middle School Roof Replacement Project, and the financing of said appropriation by the issuance of general obligation bonds of the city and note in anticipation of such bonds in an amount not to exceed \$5,912,375 therefor; and resolutions for school construction grant and to submit the Bond Resolution to voters of the City at a referendum to be held on Tuesday, March 24, 2026, between the hours of 6:00 a.m. and 8:00 p.m., for a yes or no vote, on the following ballot question:

“Shall the City of Torrington appropriate \$6,612,375 for the Torrington Middle School (Torrington Intermediate School) Roof Replacement Project, and authorize the issuance of general obligation bonds and notes in the amount not to exceed \$5,912,375; provided the amount of such bonds and notes shall be reduced by grants received for the project (currently expected to be \$4,745,796; leaving the City’s expected share to be \$1,866,579)? Yes _____ No _____”; including the authorization of the preparation and printing of explanatory text by the City Clerk in accordance with CGS 9-369(a)(1)(B), subject to Corporation Counsel approval. See Addendum #2 below.

Adjournment

On a motion by Councilor Ruwet, seconded by Mr. Anderson, the Boards voted unanimously to adjourn the meeting at 7:16 p.m.

*Respectfully submitted by
Diane V. Woodruff/Deputy City Clerk*

ATTEST:



CAROL L. ANDERSON, CITY CLERK

Addendum #1

**CITY OF TORRINGTON
BOARD OF FINANCE**

CERTIFICATION:

I, Carol L. Anderson, City Clerk, do hereby certify that the following is a true and correct copy of **Resolution #143-284** adopted by the Board of Finance at a duly called and held meeting on **February 3, 2026**, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLUTION AUTHORIZING AN APPROPRIATION OF \$6,612,375 FOR THE TORRINGTON MIDDLE SCHOOL (TORRINGTON INTERMEDIATE SCHOOL) ROOF REPLACEMENT PROJECT, AND THE FINANCING OF SAID APPROPRIATION BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY AND NOTES IN ANTICIPATION OF SUCH BONDS IN AN AMOUNT NOT TO EXCEED \$5,912,375 THEREFOR; AND RESOLUTIONS FOR SCHOOL CONSTRUCTION GRANT

RESOLVED:

Section 1. That the sum of \$6,612,375 is appropriated by the City of Torrington, Connecticut (the “City”), for the roof replacement at the Torrington Middle School (Torrington Intermediate School), including planning, design, acquisition, demolition and construction costs, equipment, materials, site improvements, surveys, architects’ fees, engineering fees, remediation, project management and other related costs, interest on borrowings and other financing costs, and for administrative, printing, and financing, legal and other costs of issuance related thereto (the “Project” or the “Roof Replacement Project”). The Mayor and the Building Committee (as defined below) are authorized to determine the scope and particulars of the Project. The Mayor and the Building Committee may reduce or modify the scope of the Project if funds are insufficient to complete the Project, and the appropriation authorized hereby may be spent on the Project as so reduced or modified.

Section 2. That to finance said appropriation for the Project, the City shall issue bonds, notes or other obligations in an amount not to exceed \$5,912,375 (or so much thereof as may be necessary after deducting

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grants or other sources of funds received by the City for said Project). On November 2, 2021, the voters of the City authorized the issuance of bonds in the amount of \$700,000 for roof improvements, which amount is hereby authorized to issued for the Project. The City expects to receive approximately \$4,745,796 (representing 75.36% of the reimbursable expenditures for the Project) in reimbursement grants from the State of Connecticut. The bonds, notes or other obligations shall be issued pursuant to Chapter 109 of the Connecticut General Statutes, Revision of 1958, as amended (the "Connecticut General Statutes"), including, without limitation, Section 7-369 of the Connecticut General Statutes, and any other enabling acts.

Section 3. That the City issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds, notes or other obligations for the Project or the receipt of grants for the Project. The amount of the notes outstanding at any time shall not exceed \$5,912,375. The notes shall be issued pursuant to Section 7-378 of the Connecticut General Statutes. The City shall comply with the provisions of Section 7-378a of the Connecticut General Statutes with respect to any notes that do not mature within the time permitted by said Section 7-378.

Section 4. That the Mayor and the Treasurer of the City (the "Officials") be authorized to sign said bonds, notes or other obligations by their manual or facsimile signatures and to determine the amounts, rates of interest, dates, maturities, dates of principal and interest payments on such bonds, notes or other obligations, the form of such bonds, notes or other obligations, the provisions for protecting and enforcing the rights and remedies of the holders of such bonds, notes or other obligations and all other terms, conditions and particular matters regarding the issuance and securing of such bonds, notes or other obligations and to execute, sell and deliver the same and all other documents, agreements and certificates related to the sale, issuance or delivery of said bonds, notes or other obligations, and provide all supporting documentation as may be necessary or desirable to accomplish such purposes and to comply with the requirements of the Internal Revenue Code of 1986, as amended, Securities and Exchange Commission Rule 15c2-12 (the "Rule"), and in accordance with the Connecticut General Statutes and any other applicable provision of law thereto enabling. Pursuant to Section 7-370 of the Connecticut General Statutes, except as otherwise provided herein, the Officials are delegated authority to determine the terms, details and particulars of borrowings authorized by this resolution. The bonds, notes or other obligations authorized hereby shall be general obligations of the City secured by the full faith and credit of the City.

Section 5. That the Officials are hereby authorized to designate a bank or trust company to be the certifying bank, registrar, transfer agent and paying agent for such bonds, notes or other obligations; to provide for the keeping of a record of the bonds, notes or other obligations; to designate a financial advisor to the City in connection with the sale of the bonds, notes or other obligations; to designate the law firm of Pullman & Comley, LLC, Hartford, Connecticut, as the attorneys at law, to render an opinion approving the legality of such issue or issues.

Section 6. That the Officials are authorized to sell the bonds, notes or other obligations by a competitive offering or by a negotiated sale, at public or private sale, at their discretion; to deliver the bonds, notes or other obligations; and to perform all other acts which are necessary or appropriate to issue the bonds, notes or other obligations, including, but not limited to, entering into a continuing disclosure agreement pursuant to the Rule. If the bonds, notes or other obligations authorized by this resolution are issued on a tax-exempt basis, the Officials are authorized to bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations, including covenants to pay rebates of investment earnings to the United States in future years.

Section 7. That the City hereby declares its official intent under Section 1.150-2 of the Federal Income Tax Regulations (the "Treasury Regulations") that project costs may be paid from temporary advances of available funds, which are paid within sixty days prior to and any time after the date of passage of this resolution, and that (except to the extent reimbursed from grant moneys) the City reasonably expects to reimburse any such advances from the proceeds of borrowings (the "Obligations") in an aggregate principal amount not in excess of the amount of borrowing authorized above for the Project. Such Obligations shall be issued to reimburse such expenditures not later than eighteen months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Treasury Regulations may authorize. The Treasurer, or designee, is authorized to pay Project expenses in accordance herewith pending

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the issuance of reimbursement Obligations. The Officials are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations authorized by this resolution, if issued on a tax-exempt basis.

Section 8. That the Officials are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to information repositories designated by the Municipal Securities Rulemaking Board and to provide notices to such repositories of certain events as enumerated in the Rule, as may be necessary, appropriate or desirable to effect the sale of the bonds, notes or other obligations authorized by this resolution. Any agreements or representations to provide information to such repositories made prior hereto are hereby confirmed, ratified and approved.

Section 9. That the Officials, the Board of Education and other proper officers of the City are authorized to take all other actions which are necessary or desirable to complete the Project consistent with the foregoing and to issue bonds, notes or other obligations to finance the aforesaid appropriation.

Section 10. That the Board of Councilmen hereby authorizes the Torrington Board of Education to apply to the Connecticut Commissioner of Administrative Services, or other state or federal agencies, and to accept or reject grants for the Roof Replacement Project at the Torrington Middle School (Torrington Intermediate School).

Section 11. That the Board of Councilmen hereby establishes a Building Committee for the Roof Replacement Project, naming Dean Pergola, Director of Facilities, as the Building Committee with regard to the Roof Replacement Project at the Torrington Middle School (Torrington Intermediate School) (the "Building Committee").

Section 12. That the Board of Councilmen hereby authorizes the preparation of schematic drawings, outline specifications, preliminary studies as well as architect, engineering, construction and other consulting studies and reports for the Roof Replacement Project at the Torrington Middle School (Torrington Intermediate School).

Section 13. That this resolution shall become effective after approval at referendum vote.

IN WITNESS WHEREOF:

The undersigned has executed this certificate this ____ day of _____, 2026.

Carol L. Anderson, MMC, MCTC
City & Town Clerk

Addendum #2

**CITY OF TORRINGTON
BOARD OF COUNCILMEN**

CERTIFICATION:

I, Carol L. Anderson, City Clerk, do hereby certify that the following is a true and correct copy of **Resolution #143-285** adopted by the Board of Councilmen at a duly called and held meeting on **February 3, 2026**, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded or revoked and is at present in full force and effect:

RESOLUTION AUTHORIZING AN APPROPRIATION OF \$6,612,375 FOR THE TORRINGTON MIDDLE SCHOOL (TORRINGTON INTERMEDIATE SCHOOL) ROOF REPLACEMENT PROJECT, AND

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THE FINANCING OF SAID APPROPRIATION BY THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY AND NOTES IN ANTICIPATION OF SUCH BONDS IN AN AMOUNT NOT TO EXCEED \$5,912,375 THEREFOR; AND RESOLUTIONS FOR SCHOOL CONSTRUCTION GRANT

RESOLVED:

Section 1. That the sum of \$6,612,375 is appropriated by the City of Torrington, Connecticut (the "City"), for the roof replacement at the Torrington Middle School (Torrington Intermediate School), including planning, design, acquisition, demolition and construction costs, equipment, materials, site improvements, surveys, architects' fees, engineering fees, remediation, project management and other related costs, interest on borrowings and other financing costs, and for administrative, printing, and financing, legal and other costs of issuance related thereto (the "Project" or the "Roof Replacement Project"). The Mayor and the Building Committee (as defined below) are authorized to determine the scope and particulars of the Project. The Mayor and the Building Committee may reduce or modify the scope of the Project if funds are insufficient to complete the Project, and the appropriation authorized hereby may be spent on the Project as so reduced or modified.

Section 2. That to finance said appropriation for the Project, the City shall issue bonds, notes or other obligations in an amount not to exceed \$5,912,375 (or so much thereof as may be necessary after deducting grants or other sources of funds received by the City for said Project). On November 2, 2021, the voters of the City authorized the issuance of bonds in the amount of \$700,000 for roof improvements, which amount is hereby authorized to issued for the Project. The City expects to receive approximately \$4,745,796 (representing 75.36% of the reimbursable expenditures for the Project) in reimbursement grants from the State of Connecticut. The bonds, notes or other obligations shall be issued pursuant to Chapter 109 of the Connecticut General Statutes, Revision of 1958, as amended (the "Connecticut General Statutes"), including, without limitation, Section 7-369 of the Connecticut General Statutes, and any other enabling acts.

Section 3. That the City issue and renew temporary notes from time to time in anticipation of the receipt of the proceeds from the sale of the bonds, notes or other obligations for the Project or the receipt of grants for the Project. The amount of the notes outstanding at any time shall not exceed \$5,912,375. The notes shall be issued pursuant to Section 7-378 of the Connecticut General Statutes. The City shall comply with the provisions of Section 7-378a of the Connecticut General Statutes with respect to any notes that do not mature within the time permitted by said Section 7-378.

Section 4. That the Mayor and the Treasurer of the City (the "Officials") be authorized to sign said bonds, notes or other obligations by their manual or facsimile signatures and to determine the amounts, rates of interest, dates, maturities, dates of principal and interest payments on such bonds, notes or other obligations, the form of such bonds, notes or other obligations, the provisions for protecting and enforcing the rights and remedies of the holders of such bonds, notes or other obligations and all other terms, conditions and particular matters regarding the issuance and securing of such bonds, notes or other obligations and to execute, sell and deliver the same and all other documents, agreements and certificates related to the sale, issuance or delivery of said bonds, notes or other obligations, and provide all supporting documentation as may be necessary or desirable to accomplish such purposes and to comply with the requirements of the Internal Revenue Code of 1986, as amended, Securities and Exchange Commission Rule 15c2-12 (the "Rule"), and in accordance with the Connecticut General Statutes and any other applicable provision of law thereto enabling. Pursuant to Section 7-370 of the Connecticut General Statutes, except as otherwise provided herein, the Officials are delegated authority to determine the terms, details and particulars of borrowings authorized by this resolution. The bonds, notes or other obligations authorized hereby shall be general obligations of the City secured by the full faith and credit of the City.

Section 5. That the Officials are hereby authorized to designate a bank or trust company to be the certifying bank, registrar, transfer agent and paying agent for such bonds, notes or other obligations; to provide for the keeping of a record of the bonds, notes or other obligations; to designate a financial advisor to the City in connection with the sale of the bonds, notes or other obligations; to designate the law firm of Pullman &

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Comley, LLC, Hartford, Connecticut, as the attorneys at law, to render an opinion approving the legality of such issue or issues.

Section 6. That the Officials are authorized to sell the bonds, notes or other obligations by a competitive offering or by a negotiated sale, at public or private sale, at their discretion; to deliver the bonds, notes or other obligations; and to perform all other acts which are necessary or appropriate to issue the bonds, notes or other obligations, including, but not limited to, entering into a continuing disclosure agreement pursuant to the Rule. If the bonds, notes or other obligations authorized by this resolution are issued on a tax-exempt basis, the Officials are authorized to bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations, including covenants to pay rebates of investment earnings to the United States in future years.

Section 7. That the City hereby declares its official intent under Section 1.150-2 of the Federal Income Tax Regulations (the "Treasury Regulations") that project costs may be paid from temporary advances of available funds, which are paid within sixty days prior to and any time after the date of passage of this resolution, and that (except to the extent reimbursed from grant moneys) the City reasonably expects to reimburse any such advances from the proceeds of borrowings (the "Obligations") in an aggregate principal amount not in excess of the amount of borrowing authorized above for the Project. Such Obligations shall be issued to reimburse such expenditures not later than eighteen months after the later of the date of the expenditure or the substantial completion of the Project, or such later date the Treasury Regulations may authorize. The Treasurer, or designee, is authorized to pay Project expenses in accordance herewith pending the issuance of reimbursement Obligations. The Officials are authorized to amend such declaration of official intent as they deem necessary or advisable and to bind the City pursuant to such representations and covenants as they deem necessary or advisable in order to maintain the continued exemption from federal income taxation of interest on the bonds, notes or other obligations authorized by this resolution, if issued on a tax-exempt basis.

Section 8. That the Officials are hereby authorized, on behalf of the City, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to information repositories designated by the Municipal Securities Rulemaking Board and to provide notices to such repositories of certain events as enumerated in the Rule, as may be necessary, appropriate or desirable to effect the sale of the bonds, notes or other obligations authorized by this resolution. Any agreements or representations to provide information to such repositories made prior hereto are hereby confirmed, ratified and approved.

Section 9. That the Officials, the Board of Education and other proper officers of the City are authorized to take all other actions which are necessary or desirable to complete the Project consistent with the foregoing and to issue bonds, notes or other obligations to finance the aforesaid appropriation.

Section 10. That the Board of Councilmen hereby authorizes the Torrington Board of Education to apply to the Connecticut Commissioner of Administrative Services, or other state or federal agencies, and to accept or reject grants for the Roof Replacement Project at the Torrington Middle School (Torrington Intermediate School).

Section 11. That the Board of Councilmen hereby establishes a Building Committee for the Roof Replacement Project, naming Dean Pergola, Director of Facilities, as the Building Committee with regard to the Roof Replacement Project at the Torrington Middle School (Torrington Intermediate School) (the "Building Committee").

Section 12. That the Board of Councilmen hereby authorizes the preparation of schematic drawings, outline specifications, preliminary studies as well as architect, engineering, construction and other consulting studies and reports for the Roof Replacement Project at the Torrington Middle School (Torrington Intermediate School).

Section 13. That this resolution shall become effective after approval at referendum vote.

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BE IT FURTHER RESOLVED:

Section 1. That should the Board of Councilmen adopt the foregoing resolution, pursuant to Sections C13-8 and C13-9 of the Charter of the City said resolution shall be submitted to the voters of the City, at a Special City Meeting pursuant to **Section C13-9** of the Charter of the City, to be held on **Tuesday, March 24, 2026**, between the hours of 6:00 a.m. and 8:00 p.m., for yes or no vote, in the designated voting location in the manner provided by said Charter and the Connecticut General Statutes, and that the City Clerk is directed to post and publish notice of such referendum in accordance with the provisions of said Charter and the Connecticut General Statutes, which notice shall state the ballot question to be voted on as follows:

“Shall the City of Torrington appropriate \$6,612,375 for the Torrington Middle School (Torrington Intermediate School) Roof Replacement Project, and authorize the issuance of general obligation bonds and notes in the amount not to exceed \$5,912,375; provided the amount such bonds and notes shall be reduced by grants received for the project (currently expected to be \$4,745,796; leaving the City’s expected share to be \$1,866,579)? Yes ____ No ____”

The warning of said referendum shall state that the full text of said resolution is on file and open to public inspection at the office of the City Clerk.

Section 2. That the Board of Councilmen hereby authorizes the preparation and printing of explanatory text by the City Clerk in accordance with Section 9-369b of the Connecticut General Statutes for the question to be voted upon on Tuesday, March 24, 2026 approved above. Subject to the approval of the Corporation Counsel, the Board of Councilmen further authorizes the preparation and printing of materials concerning the question to be voted upon on Tuesday, March 24, 2026 approved above in addition to the explanatory text in accordance with Section 9-369b of the Connecticut General Statutes.

IN WITNESS WHEREOF:

The undersigned has executed this certificate this ____ day of _____, 2026.

Carol L. Anderson, MMC, MCTC
City & Town Clerk



January 13, 2026

To: Olivia DeRosa/ Kerry Vitali
From: Joel Sekorski/ Charlotte Madia
RE: Transfer of Funds

Please transfer \$12,000.00

From: 0010-0016 5528.000 – Contribution Bus
To: 0077-8888-4400-0000 – Assisted Transportation

Thank you

Joel Sekorski, Director

Cc: Charlotte Madia



A&E Services Group, LLC
609 West Johnson Avenue
Suite 408
Cheshire, CT 06410
(203) 518-2054

CITY OF TORRINGTON PROJECT APPROVAL REQUEST

MUNICIPALITY Torrington GRANT # Program Income

DATE January 30, 2026 PROJECT # 143-SC-36 Phase - 2

OWNER NAME & ADDRESS Victoria Oliveri

64 Albany Street

Torrington CT 06790

PROJECT DESCRIPTION: Replace windows throughout house. Replace front and rear house entry doors.

Lead paint abatement. Vinyl siding replacement deleted from scope of work in order to keep project cost below

\$35,000.00 program project cost allowance.

EQUITY STATUS: Current liens on property totaling \$ 105,167.00

City of Torrington's 100% appraised value as listed on Assessor's card \$ 223,200.00

LOW BID AMOUNT RECEIVED TO ADDRESS DESCRIBED WORK \$ 14,900.00

PROJECT APPROVAL REQUEST SUBMITTED BY: Bob Caliolo

Bob Caliolo

A&E Services Group, LLC

TORRINGTON CITY COUNCIL APPROVAL

SIGNATURE

DATE

City Of Torrington

LAND USE DEPARTMENT
(860) 489-2221
Fax: (860) 496-5928



140 Main Street • City Hall
Torrington, CT 06790-5245

MEMORANDUM

TO:

Mayor Spino and City Council

CC:

Conservation Commission

FROM:

Nate Nardi-Cyrus – Assistant City Planner

DATE:

FEBRUARY 17, 2026

RE:

Conservation Commission 2025 Annual Report

NOTES/COMMENTS:

Mayor Spino and City Council Members:

The governing state statute for the creation of municipal Conservation Commissions, C.G.S. Section 7-131a(b), states that the Commission “shall make an annual report to the municipality” on the activities of the Commission. The Commission respectfully submits this report as a summary of the activities conducted by the Torrington Conservation Commission in calendar year 2025:

State statutes list *required* duties and *optional* duties governing municipal Conservation Commissions:

Conservation Commissions shall:

1. Keep an index of all open areas, publicly or privately owned, including open marshlands, swamps and other wetlands, for the purpose of obtaining information on the proper use of such areas
2. Conduct research into the utilization and possible utilization of land areas of the municipality
3. Administer gifts in the name of the municipality for the commission's purposes subject to the terms of the gift
4. Approve, prior to submission, state grant-in-aid applications for programs to preserve or restrict the use of open space land to conservation or recreation purposes
5. Keep records of its meetings and activities and shall make an annual report to the municipality in the manner required of other municipal agencies.

Conservation commissions are also *permitted*, but *not required*, to perform the following:

1. Make recommendations on proposed land use changes to zoning commissions, planning commissions, inland wetlands agencies and other municipal agencies
2. Recommend plans and programs for the development and use of all open space areas to the planning commission (or if none, to the chief executive officer or the legislative body)
3. Exchange information with the Commissioner of Environmental Protection
4. Request technical personnel to be assigned to the commission by the Commissioner of Environmental Protection for assistance in planning its overall program and for coordinating state and local conservation activities
5. Coordinate the activities of non-government bodies (volunteers, etc.) organized for the purpose of conducting land use research
6. Advertise, prepare, and distribute books, maps, charts, plans and pamphlets necessary for its purposes
7. Inventory natural resources and formulate watershed management and drought management plans
8. Acquire land and easements in the name of the municipality, with the approval of the legislative body
9. Promulgate rules and regulations, such as the establishment of reasonable charges for the use of land and easements, for any of its purposes
10. Receive gifts in the name of the municipality and administer these gifts for such purposes subject to the terms of the gift
11. Apply, if the municipality so designates, for state grant-in-aid of a program to preserve or restrict to conservation or recreation purposes the use of open space
12. Supervise and manage municipally owned open space or park property when the agency normally responsible for such duties delegates that power.

With these required and optional duties in mind, the Torrington Conservation Commission engaged in the following activities in calendar year 2025:

1. **Conducted field inspections of approximately 7 city owned open space parcels.** The commission intends to continue these inspections in 2026 and utilize to information gathered in these property surveys to:
 - a. assess property conditions and distinguish between high value conservation property and those that may be utilized for other recreational purposes (park, playgrounds, community gardens, etc.) or transfer to a private individual or organization.
 - b. make preliminary assessments of properties for potential ecological/biological value for future management decisions, including further review by qualified professionals
 - c. gather preliminary data for possible use in a future City Open Space Plan to expand on information included in the current city Plan of Conservation and Development
 - d. document and discuss enforcement options for property encroachments by abutting property owners into City open space parcels
2. **Monitored all conservation easements held by the City and resolved violations,** where identified.
3. **Assessed 3 potential wildlife/road crossing locations** for regional assessment efforts.

4. **Acquired ~8 acres of conservation land** through a partnership with the Torrington Tax Collector.
5. **Drafted and adopted the City's first Natural Resources Inventory** and associated online story map.
6. **Hosted the annual Earth Day cleanup** in April, which drew approximately 70 volunteers.
7. **Hosted a fruit tree planting (15 trees and shrubs) and community garden maintenance day** in May, which drew approximately 30 volunteers.
8. **Reviewed and accepted a 1 -acre conservation easement and \$14,000 in fees into the City open space fund** through subdivisions.
9. **Tabled at the CT DEEP Winter Fest at Burr Pond**, which had over 1,700 attendees.
10. **Two Commission members attended a day-long conservation conference**, hosted by the CT Association of Conservation and Inland Wetland Commissions.
11. **Acquired materials and planned for the construction and installation of 4 owl nest boxes.**
12. **Planned for a pruning workshop on an abandoned fruit orchard** in spring 2026.
13. **Planned to plant 2 additional fruit trees at Bowman Gardens** in spring 2026.
14. **Applied for a planning grant for the extension of the Red Mountain Trail**, across the Naugatuck River to Main Street.
15. **Applied for a DEEP urban forestry grant** to develop a City forest inventory and management plan.

For calendar year 2026, the Conservation Commission will:

1. Complete **open space parcel reviews and review data**
2. Update the **Natural Resources Inventory** web mapper with new data and narrative.
3. Continue working with Corporation Counsel on **open space encroachment issues**
4. Monitor for grant funding sources to develop a full **City Open Space Plan**
5. Apply for grant funding to develop city-owned portions of the **Sue Grossman and Naugatuck river Greenway Trail**.
6. Continue to organize, coordinate, and promote spring city wide cleanup events for **Earth Day**
7. **Review development applications** to other boards and commissions as needed involving open space or other conservation issues
8. **Continue to develop and maintain public fruit orchards** in various parts of the City
9. **Continue coordination with outside groups** (Torrington Trails Network, Northwest Conservation District, Heritage Land Trust, Torrington Tax Collector, etc.) on projects as needed
10. Coordinate with public works to **better plan for and manage urban and rural forests, including the development of a inventory and management plan.**
11. Plan and host **educational trainings and environmental group coordination meetings** periodically throughout the year.
12. **Research grants** as alternative funding sources to achieve the Commission's goals.
Work to acquire key conservation land, using strategic partnerships and City open space funds.
13. Work with partners to **install owl nest boxes** in key areas of the City.

City Of Torrington



PUBLIC WORKS DEPARTMENT
Jamie Sykora., Facilities Manager
Email: Jamie_Sykora@torringtonct.org

140 Main Street • City Hall
Torrington, CT 06790-5245
(860) 489-2242 • Fax: (860) 489-2550

MEMORANDUM

TO: Honorable Mayor Spino and City Council

FROM: Jamie Sykora, Facilities Manager

CC: Tomasz Kalinowsk, Corporation Counsel
Carol Anderson, City Clerk
Ray Drew, Public Works Director

DATE: February 11, 2026

RE: MMA – ROW Resolution #143-286

Respectfully request that the City Council vote to accept the recommendation of the Public Works Director and authorize the Mayor to execute the Master Municipal Agreement for Rights of Way Projects Resolution #143-286 for the State of Connecticut DOT.

Thank you.

**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 “CTDOT”), and the City of Torrington, 140 Main Street , Torrington, Connecticut 06790 (the “Municipality”). The CTDOT 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 CTDOT, the federal government, or both; and

WHEREAS, the CTDOT 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 CTDOT 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-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the CTDOT 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 CTDOT, 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 CTDOT to the Municipality authorizing the Municipality to Perform its obligations for the Rights of Way Project under the PAL.

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1.3 “Authorized Department of Transportation (CTDOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the CTDOT 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, unmaturing, contingent, known or unknown, at law or in equity, in any forum.

1.5 “Demand Deposit” means an amount of money due to the CTDOT 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 CTDOT under this Agreement and who submits to the CTDOT 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 CTDOT under this Master Agreement.

1.7 “CTDOT-provided Services” means the work that the CTDOT 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 CTDOT and federal requirements.

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

1.9 “Excess Property” means all property and property rights acquired, in accordance with Section 48-24 of the Connecticut General Statutes or any other purpose, in excess of what is required for the Municipal Project, as determined by CTDOT.

1.10 “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.

1.11 “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.

1.12 “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.

1.13 “Official Notice” means notice given from one Party to the other in accordance

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with Article 11.

1.14 “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,” “Performance” and other capitalized variations of the term.

1.15 “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.

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

1.17 “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.

1.18 “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.

1.19 “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.

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

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

1.22 “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 CTDOT 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 CTDOT 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.

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2.2 Written Acknowledgement of the PAL.

In order for the terms of the PAL to become effective and binding on both Parties, the Municipality shall return to the CTDOT 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 CTDOT Representative by the deadline set forth in the PAL. By written notice to the Municipality, the CTDOT, 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 CTDOT 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 CTDOT 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 CTDOT in any extension or waiver of the deadline.

2.3 Designated Official.

The Municipality herein represents that the Mayor of the City of Torrington 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 CTDOT 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 CTDOT, 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

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the Funding to complete the same.

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 CTDOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized CTDOT 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 CTDOT 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 CTDOT, 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 CTDOT an Authorization to Proceed Notice. The CTDOT 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 CTDOT'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 CTDOT 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 CTDOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Proceed Notice, as applicable, from the CTDOT, 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 CTDOT and Federal Highway Administration (when there is federal participation in Funding for the Rights of

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Way Project) to review, at any time, all work Performed under the terms of this Master Agreement.

(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 CTDOT’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 CTDOT 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 CTDOT and federal authorization for the acquisition, which is required where federal funding is involved in the acquisition, the CTDOT 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 CTDOT, 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 CTDOT, 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 CTDOT all documentation required by the then-current Information Guide.

(m) Any property acquired or incorporated into the Rights of Way Project 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.

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3.4 CTDOT-provided Services.

If the Rights of Way Project requires CTDOT-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. CTDOT-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 CTDOT and federal requirements. The CTDOT 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 CTDOT-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 CTDOT.
- (b) The Municipality shall seek from the CTDOT reimbursement for the Municipality's expenditures, which have been approved by the CTDOT for eligible Rights of Way Project costs. Reimbursement of CTDOT approved expenditures will be made in the following manner:
 - (1) The Municipality shall submit its request for reimbursement to the CTDOT using the CTDOT-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 CTDOT, 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.

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.

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(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 CTDOT.

(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 CTDOT promptly after being requested to do so, such failure to do so may be deemed a breach by the Municipality, at the CTDOT's sole discretion, and the CTDOT 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 CTDOT's determination of certain costs to be non-eligible costs of the Rights of Way Project does not waive any of the CTDOT'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 CTDOT for all expenditures incurred by the CTDOT 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 CTDOT.

(1) For Convenience. The CTDOT, at its sole discretion, may suspend, postpone, or 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 CTDOT.

(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 CTDOT's satisfaction in accordance with the respective PAL, the CTDOT may suspend, postpone or terminate the

Master Municipal Agreement for Rights of Way Projects

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 CTDOT, in its sole discretion, within the cure period that the CTDOT 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 CTDOT approval.

(1) The Municipality may request termination of the Rights of Way Project, and if determined by the CTDOT, in its sole discretion, to be in the best interests of the Parties, the CTDOT 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 CTDOT's approval of the request.

Once any required federal concurrence is received, the CTDOT 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 CTDOT, 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 CTDOT 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 CTDOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality Performed to be unacceptable, then upon demand by the CTDOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the CTDOT or FHWA (or other applicable federal authority), the CTDOT 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 CTDOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the CTDOT or FHWA (or other applicable federal authority) and shall pay the CTDOT for any CTDOT-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 CTDOT 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

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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 CTDOT or the Municipality.

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

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

- (a) a statement that the CTDOT 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 CTDOT program information, and the associated funding ratio between the federal government, the CTDOT, 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 CTDOT 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 CTDOT to Perform and Complete the Rights of Way Project.

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

(c) After receipt of the Demand Deposit, the CTDOT shall begin to Perform its Rights of Way Project.

4.4 Actual Costs Exceed Estimate.

Upon notification from the CTDOT that the actual costs of the Rights of Way Project exceed the original cost estimate set forth in the PAL, the CTDOT shall issue a Revised PAL and the Municipality shall further deposit with the CTDOT 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 CTDOT 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.

All property and property rights acquired by the CTDOT for the Municipal Project shall be released in a quitclaim deed with the designation "for transportation purposes only" to the Municipality in which the property is located. All Excess Property shall be retained by CTDOT unless otherwise determined by CTDOT. Timing for the release of property rights shall be determined solely by CTDOT.

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

(a) The CTDOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Rights of Way Project, and such action shall in no event be deemed a breach by the CTDOT.

(b) If the CTDOT terminates a specific Rights of Way Project, the CTDOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit

Master Municipal Agreement for Rights of Way Projects

paid to the CTDOT 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 CTDOT-provided Services Performed prior to termination of the Rights of Way Project, including but not limited to, CTDOT oversight services for the Rights of Way Project.

(d) If the Municipality terminates the Rights of Way Project without the CTDOT's prior approval, the Municipality shall incur all costs related to the Rights of Way Project without reimbursement from the CTDOT or FHWA (or other applicable federal authority) and shall pay the CTDOT for any CTDOT-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 CTDOT 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 CTDOT shall disburse the Funding to the Municipality according to a method determined at the CTDOT'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 CTDOT shall be effective until all required federal approvals are received by the CTDOT for the Rights of Way Project.

5.4 Lack of Timeliness in Municipality Performance.

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 CTDOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

(a) the CTDOT has no obligation to reimburse the Municipality for its expenses

Master Municipal Agreement for Rights of Way Projects

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 CTDOT within ten (10) business days of receipt of a request from the CTDOT; and

(c) the CTDOT may recover from the Municipality the CTDOT's costs for the CTDOT-provided Services Performed on the Rights of Way Project. Upon receipt of written demand from the CTDOT, the Municipality shall provide payment for the CTDOT-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.

(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

Master Municipal Agreement for Rights of Way Projects

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 CTDOT, 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 CTDOT 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 CTDOT, 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.

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,

Master Municipal Agreement for Rights of Way Projects

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 CTDOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request, in writing, the CTDOT'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 CTDOT and permit the CTDOT, 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 CTDOT, the Municipality shall timely furnish all documents related to the Rights of Way Project so that the CTDOT 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.** Notwithstanding any provisions in this Master Agreement, CTDOT may terminate this Master Agreement for convenience, at its sole discretion, whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall provide to the Municipality Official Notice of termination pursuant to Article 11 herein, which Official Notice shall specify the effective date of termination and the extent to which the Municipality must complete its performance under the Master Agreement prior to such date.

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 CTDOT's satisfaction in accordance with the respective PAL, the CTDOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official

Master Municipal Agreement for Rights of Way Projects

Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed Performance, to the satisfaction of the CTDOT in its sole discretion, within the notice period that the CTDOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the CTDOT will not prejudice the right of the CTDOT 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 CTDOT'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 CTDOT 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 CTDOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the CTDOT provides Official Notice stating otherwise. The CTDOT, 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 CTDOT 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 CTDOT 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:

Mayor
City of Torrington
140 Main Street
Torrington, CT 06790;

Master Municipal Agreement for Rights of Way Projects

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. 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 13. 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 14. Waiver.

The failure on the part of CTDOT to enforce any covenant or provision herein contained does not waive the CTDOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by CTDOT 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 CTDOT to enforce the same.

Article 15. Remedies are nonexclusive.

No right, power, remedy or privilege of the CTDOT 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 CTDOT at law or in equity.

Article 16. Entire Agreement.

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.

Master Municipal Agreement for Rights of Way Projects

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
Garrett Eucalitto, Commissioner

By _____ Date _____
James A. Fallon, P.E.
Chief Engineer and Bureau Chief
Bureau of Engineering and Construction

CITY OF TORRINGTON

By _____ Date _____
Elinor Carbone
Mayor

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 (CTDOT) 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 [CTDOT/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 CTDOT 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 CTDOT.

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 CTDOT an Authorization to Award Notice.

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the CTDOT's Authorized Representative. The signature of the Designated

Schedule A
PAL Template

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 CTDOT'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 CTDOT Representative

MUNICIPALITY'S ACKNOWLEDGEMENT OF PAL

Concurred By _____ Date _____
Print Name:
Designated Municipal Official

Schedule A
PAL Template

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.)

Mandatory State and Federal Requirements

For the purposes of this document, references to “contract” or “Contract” mean this Agreement, and references to “contractor” or “Contractor” mean the Municipality.

1. **Audit Clause. Audit Requirements.** For purposes of this paragraph, the word “contractor” shall be deemed to mean “nonstate entity,” as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to CTDOT for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

2. **Whistleblowing.** This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

3. **Disclosure of Records.** Intentionally omitted – Not Applicable.

4. **Access to Contract and State Data.** Intentionally Omitted – Not Applicable.

5. **Forum and Choice of 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 CTDOT, 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 CTDOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the CTDOT to directly or indirectly obligate the CTDOT to creditors or employees of the Municipality or to the Municipality's Parties

Schedule B

6. Termination for Convenience. Notwithstanding any provisions in this Contract, CTDOT, through a duly authorized employee, may terminate the Contract whenever CTDOT makes a written determination that such termination is in the best interests of the State. CTDOT shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the Contract prior to such date.

7. Tangible Personal Property. Intentionally Omitted – Not Applicable.

8. 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.
- (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 and shall provide a copy of the policy to CTDOT prior to the effective date of the Master Agreement. The Municipality shall not begin performance until the delivery of the policy to CTDOT. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that CTDOT or the State is contributorily negligent.

Schedule B

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

9. Sovereign Immunity.

No Waiver of the State's Immunities. The parties acknowledge and agree that nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the CTDOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to CTDOT or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

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 CTDOT, at law or in equity, under this Master Agreement, including, but not limited to, those relating to damages.

10. **Summary of State Ethics Laws.** Intentionally Omitted – Not Applicable.

11. **Audit and Inspection of Plants, Places of Business and Records.**
Intentionally Omitted – Not Applicable.

12. **Campaign Contribution Restriction.** Intentionally Omitted – Not Applicable.

13. **Protection of Confidential Information.** Intentionally Omitted – Not Applicable.

14. **Executive Orders and Other Enactments**

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

Schedule B

(c) Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.

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

15. **Nondiscrimination.** Intentionally Omitted – Not Applicable.

16. **Health Insurance Portability and Accountability Act.** Intentionally Omitted – Not Applicable.

17. **Iran Investment Energy Certification.** Intentionally Omitted – Not Applicable.

18. **Consulting Agreements Representation.**

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract.

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

_____		_____
Consultant's Name and Title		Name of Firm (if applicable)
_____	_____	_____
Start Date	End Date	Cost
The basic terms of the consulting agreement are: _____		

Schedule B

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency Termination Date of Employment

- 19. **Large State Contract Representation for Contractor.**
Intentionally Omitted – Not Applicable.
- 20. **Large State Contract Representation for Official or Employee of State Agency.**
Intentionally Omitted– Not Applicable.

21. **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.

22. **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
- (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.

Schedule B

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.

23. 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 (78 Stat.252, 42 U.S.C. §2000d et seq.), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR §50.3), and the "Title VI Contractor Assurances", attached hereto at **Schedule C**, all of which are hereby made a part of this Master Agreement.

24. 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-LLL) available at the Office of Budget and Management's website at <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

Schedule B

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.

25. 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.

26. Audit Compliance. 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 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,

Schedule B

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.

27. **SEEOR.** When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2013, attached at **Schedule D**, 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.

Schedule C

THE TITLE VI CONTRACTOR ASSURANCES revised March 2023

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 (hereinafter includes consultants) will comply with the federal regulations relative to nondiscrimination in Federally-assisted programs of the United States Department of Transportation Federal Highway Administration and Federal Transit Administration, as they may be amended from time to time, 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, will not discriminate on the grounds of race, color, national origin, sex, age, disability, income or Limited English Proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by 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 will be notified by the contractor of the contractor's obligations under this contract and Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration or Federal Transit Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 will so certify to the Recipient or the Federal Highway Administration or the Federal Transit Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration or the Federal Transit Administration may determine to be appropriate, including, but not limited to:

- a. withholding contract payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part

Schedule C

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration or the Federal Transit Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with, litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Schedule D

CONNECTICUT REQUIRED SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES (July 2022)

1. General:

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and 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, 49 CFR Part 21, and sections 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. 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 (CTDOT) 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 Executive Order 11246, as set forth in Volume 60, 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.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

2. Equal Employment Opportunity Policy:

Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action contract requirements. By signing a contract with CTDOT, the contractor commits to complying with

Schedule D

federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved, and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

Master Municipal Agreement for Rights of Way Projects

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
Garrett Eucalitto, Commissioner

By _____ Date _____
James A. Fallon, P.E.
Chief Engineer and Bureau Chief
Bureau of Engineering and Construction

CITY OF TORRINGTON

By _____ Date _____
Molly Spino
Mayor

Schedule D

federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved, and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon its approval by a majority of the members of this Council and shall remain effective for a period of five (5) years.

I, Carol L. Anderson, City Clerk of the City of Torrington, Connecticut, do hereby certify that this is a true and correct copy of a resolution duly adopted at a meeting of the Board of Councilmen of the City of Torrington, duly held on February 17, 2026, at which meeting a duly constituted quorum of the Board of Councilmen was present and acting throughout and that such resolution has not been modified, rescinded or revoked and is present in full force and effect.

Carol L. Anderson, City Clerk

February 17, 2026

City Of Torrington



PUBLIC WORKS DEPARTMENT
Jamie Sykora., Facilities Manager
Email: Jamie_Sykora@torringtonct.org

140 Main Street • City Hall
Torrington, CT 06790-5245
(860) 489-2242 • Fax: (860) 489-2550

MEMORANDUM

TO: Honorable Mayor Spino and City Council

FROM: Jamie Sykora, Facilities Manager

CC: Tomasz Kalinowsk, Corporation Counsel
Carol Anderson, City Clerk
Ray Drew, Public Works Director
Jeremy Leifert, City Planner

DATE: February 11, 2026

RE: Referral to Planning and Zoning Commission for CGS 8-24 review

Respectfully request that the City Council vote to accept the recommendation of the Facilities Manager and refer the proposed sale of the Teen Center, 71 East Albert Street, property (identified on the Assessors maps as M/B/L: 116/021/024) to the Planning and Zoning Commission for review pursuant to the Connecticut General Statutes Section 8-24. Furthermore, contingent upon a favorable recommendation from the Planning and Zoning Commission, authorize the Mayor to proceed with the sale negotiations derived from an RFP Bid under terms that are advantageous to the City.

Thank you.

The Assessor's office is responsible for the maintenance of records on the ownership of properties. Assessments are computed at 70% of the estimated market value of real property at the time of the last revaluation which was 2019.



Information on the Property Records for the Municipality of Torrington was last updated on 7/20/2021.

Parcel Information

Location:	71 E ALBERT ST	Property Use:	Public Use	Primary Use:	Community Recreation Center
Unique ID:	90153	Map Block Lot:	116/021/024	Acres:	0.53
490 Acres:	0.00	Zone:	DD	Volume / Page:	0268/0541
Developers Map / Lot:		Census:	E		

Value Information

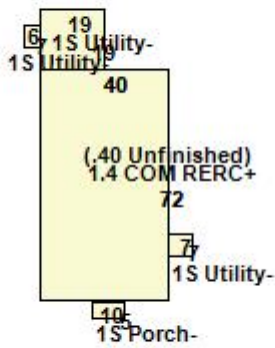
	Appraised Value	Assessed Value
Land	86,549	60,580
Buildings	345,856	242,100
Detached Outbuildings	0	0
Total	432,405	302,680

Owner's Information

Owner's Data

TORRINGTON CITY OF
 ELDERLY DROP IN CTR
 140 MAIN ST
 TORRINGTON, CT 06790

Building 1



Category:	Public Use	Use:	Community Recreation Center	GLA:	2,880
Stories:	1.00	Construction:	Masonry and Wood Frame	Year Built:	1920

Heating:	Hot Water	Fuel:	Gas	Cooling Percent:	0
Siding:	Brick	Roof Material:	Asphalt	Beds/Units:	0

Special Features


Attached Components

Type:	Year Built:	Area:
Unfinished Attic	1920	2,880
Open Porch	1920	50
Building Utility	1920	361
Building Utility	1920	49
Building Utility	1920	42

Owner History - Sales

Owner Name	Volume	Page	Sale Date	Deed Type	Sale Price
TORRINGTON CITY OF	0268	0541	10/27/1969		\$0

Information Published With Permission From The Assessor

BUILDING DEPARTMENT		CITY OF TORRINGTON
For the Month of: January, 2025		
Classification	Fees	Estimated Cost
New Commercial Bldgs.		
New Residential Bldgs.	\$ 5,413.00	\$ 450,000.00
Alterations & Additions	\$ 8,524.00	\$ 655,838.67
Plumbing	\$ 3,180.00	\$ 219,883.00
Electrical	\$ 7,662.00	\$ 544,706.90
Roofing	\$ 2,654.00	\$ 202,261.15
Heating	\$ 7,563.00	\$ 588,938.41
Demolition and Removal		
C.O. Applications	\$ 747.90	\$ 1,132,099.82
Certificate of Occupancy - Issued (3)	\$ 0.00	\$ 0.00
Signs		
Plan Reviews	\$ 300.00	\$ 400,000.00
Miscellaneous Income: legal ad		
Work Without Permit Fee		
Credit Card		
State Fees	\$ 704.34	\$ 2,671,628.13
TOTALS FOR MONTH:	\$ 36,748.24	\$ 6,925,356.08
		2,661,628.13
		
		Building Official
cc: Mayor, City Clerk (For City Council), City Treasurer		

corrected
12/26/25
GAS

TAX COLLECTOR REFUNDS

OFFICE OF THE TAX COLLECTOR

City of Torrington
140 Main Street
Torrington, CT 06790

DATE: February 10, 2026

In accordance with the CT State Statutes, the **18** taxpayers on the attached list dated **02.17.2026 CITY COUNCIL MEETING** have refunds due to them. Having made a timely application to me, it is my recommendation to refund these credits to the taxpayers as they are entitled by law.

Date of Approval of Tax Collector 2/10/2026



Launa M. Goslee, CCMC, Tax Collector, City of Torrington

Date of approval of City Council _____

02.17.2026 CITY COUNCIL MEETING - TAX REFUNDS

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Reason	Paid Date	Tax Paid	Int Paid	L/F Paid	Total Paid	OverPaid	INTEREST FEE TOTAL				
												TAX REFUND	REFUND	REFUND	REFUND	
2022-03-0065010	MYFTARI ANILA	1498 SECOND AVE	NEW YORK, NY 10075	2020/5TDFZRBH2LS044462	Sec. 12-129	7/17/2023	\$ 2,132.02	\$ -	\$ -	\$ 2,132.02	\$ (1,135.50)	\$ (1,135.50)	\$ -	\$ -	\$ (1,135.50)	
2022 GL REFUNDS: 1													\$ (1,135.50)	\$ -	\$ -	\$ (1,135.50)
2023-03-0053645	BUDHAI SANDY	366 HIGH ST	TORRINGTON, CT 06790-6323	2007/5FNRL38477B427629	Sec. 12-129	1/3/2025	\$ 94.46	\$ 9.92	\$ 21.41	\$ 125.79	\$ (94.46)	\$ (94.46)	\$ (9.92)	\$ (21.41)	\$ (125.79)	
2023-03-0079740	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2020/1V21C2CA11C228411	Sec. 12-129	7/25/2024	\$ 643.03	\$ -	\$ -	\$ 643.03	\$ (428.89)	\$ (428.89)	\$ -	\$ -	\$ (428.89)	
2023-03-0079745	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2022/3VVLX7B29NM003484	Sec. 12-129	7/25/2024	\$ 603.43	\$ -	\$ -	\$ 603.43	\$ (150.84)	\$ (150.84)	\$ -	\$ -	\$ (150.84)	
2023 GL REFUNDS: 3													\$ (674.19)	\$ (9.92)	\$ (21.41)	\$ (705.52)
2024-01-0000948	TARDIF MICHELLE	423 CLEARVIEW AVE	TORRINGTON, CT 06790	423 CLEARVIEW AVE	Sec. 12-129	12/31/2025	\$ 11,269.14	\$ -	\$ -	\$ 11,269.14	\$ (3,756.38)	\$ (3,756.38)	\$ -	\$ -	\$ (3,756.38)	
2024-01-0002349	NORTHWEST COMMUNITY BANK	86 MAIN ST	WINSTED, CT 06098	54 CENTER ST	Sec. 12-129	1/20/2026	\$ 8,896.08	\$ -	\$ -	\$ 8,896.08	\$ (2,965.36)	\$ (2,965.36)	\$ -	\$ -	\$ (2,965.36)	
2024-01-0007031	MARCIANO DONNA	47 STONERIDGE DR	TORRINGTON, CT 06790	364 CHURCH ST	Sec. 12-129	1/14/2026	\$ 5,264.28	\$ -	\$ -	\$ 5,264.28	\$ (1,754.76)	\$ (1,754.76)	\$ -	\$ -	\$ (1,754.76)	
2024-01-0007260	MAZZARELLI JAMES	43 NORFOLK ST	TORRINGTON, CT 06790	LAKE ST	Sec. 12-129	1/28/2026	\$ 1,174.86	\$ -	\$ -	\$ 1,174.86	\$ (391.62)	\$ (391.62)	\$ -	\$ -	\$ (391.62)	
2024-01-0010467	SMITH DONNA S LU	180 HOFFMAN ST	TORRINGTON, CT 06790	180 HOFFMAN ST	Sec. 12-129	1/27/2026	\$ 3,356.44	\$ -	\$ -	\$ 3,356.44	\$ (20.00)	\$ (20.00)	\$ -	\$ -	\$ (20.00)	
2024-01-0011985	ROSS JENNIFER MARIE	839 MAIN ST UNIT 84	TORRINGTON, CT 06790	839 MAIN ST	Sec. 12-129	1/27/2026	\$ 5,088.66	\$ -	\$ -	\$ 5,088.66	\$ (1,696.22)	\$ (1,696.22)	\$ -	\$ -	\$ (1,696.22)	
2024-01-0014329	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063	101 COLIN DR	Sec. 12-129	12/31/2025	\$ 10,097.46	\$ -	\$ -	\$ 10,097.46	\$ (3,365.82)	\$ (3,365.82)	\$ -	\$ -	\$ (3,365.82)	
2024-01-0080466	LERETA	901 CORPORATE CENTER DR	POMONA, CA 91768	300 CHARLES ST	Sec. 12-129	1/27/2026	\$ 6,316.86	\$ -	\$ -	\$ 6,316.86	\$ (2,105.62)	\$ (2,105.62)	\$ -	\$ -	\$ (2,105.62)	
2024-01-0090487	WORKMAN JOHN & SYLVIA	244 FOREST ST	TORRINGTON, CT 06790	PULASKI ST	Sec. 12-129	1/12/2026	\$ 26.91	\$ -	\$ -	\$ 26.91	\$ (13.46)	\$ (13.46)	\$ -	\$ -	\$ (13.46)	
2024-03-0076816	SIMON FRED	2766 TORRINGFORD W ST	TORRINGTON, CT 06790	2023/2HKRS6H91PH804716	Sec. 12-129	7/3/2025	\$ 769.63	\$ -	\$ -	\$ 769.63	\$ (384.82)	\$ (384.82)	\$ -	\$ -	\$ (384.82)	
2024-03-0078900	TORRES JUAN E	178 ROULIN ST	TORRINGTON, CT 06790-3757	2015/1FADP3J26FL280891	Sec. 12-129	7/1/2025	\$ 236.96	\$ -	\$ -	\$ 236.96	\$ (138.15)	\$ (138.15)	\$ -	\$ -	\$ (138.15)	
2024-03-0080179	VW CREDIT LEASING LTD	1401 FRANKLIN BLVD	LIBERTYVILLE, IL 60048-4460	2022/3VVLX7B29NM003484	Sec. 12-129	7/25/2025	\$ 495.34	\$ -	\$ -	\$ 495.34	\$ (495.34)	\$ (495.34)	\$ -	\$ -	\$ (495.34)	
2024-04-0092702	BIONDINO PAUL	695 BURR MOUNTAIN RD	TORRINGTON, CT 06790-2204	2016/VV4612RK9G2833251	Sec. 12-129	1/22/2026	\$ 156.14	\$ -	\$ -	\$ 156.14	\$ (78.07)	\$ (78.07)	\$ -	\$ -	\$ (78.07)	
2024-04-0093106	REILLY BRADLEY	53 LISLE ST	TORRINGTON, CT 06790-3922	2005/JTHBA30G655075024	Sec. 12-129	1/5/2026	\$ 24.28	\$ -	\$ -	\$ 24.28	\$ (24.28)	\$ (24.28)	\$ -	\$ -	\$ (24.28)	
2024 GL REFUNDS: 14													\$ (17,189.90)	\$ -	\$ -	\$ (17,189.90)
TOTAL TAX:												\$ (18,999.59)	\$ (9.92)	\$ (21.41)	\$ (19,030.92)	

TOTAL REFUNDS: \$ (21,937.42)

TAX COLLECTOR REFUNDS

OFFICE OF THE TAX COLLECTOR

City of Torrington
140 Main Street
Torrington, CT 06790

DATE: February 10, 2026

In accordance with the CT State Statutes, the 15 taxpayers on the attached sewer usage list dated 02.17.2026 CITY COUNCIL MEETING-SEWER have refunds due to them. Having made a timely application to me, it is my recommendation to refund these credits to the taxpayers as they are entitled by law.

Date of Approval of Tax Collector 2/10/2026



Launa M. Goslee, CCMC, Tax Collector, City of Torrington

Date of approval of City Council _____

02.17.2026 CITY COUNCIL MEETING - SEWER REFUNDS

Bill	Name	Address	City/State/Zip	Prop Loc/Vehicle Info.	Reason	Paid Date	Tax Paid	Int Paid	L/F Paid	Total Paid	OverPaid	TAX	INTEREST	FEE	TOTAL
												REFUND	REFUND	REFUND	REFUND
2022-06-0002484	FERRIER MICHAEL D	1083 E MAIN ST STE C4	TORRINGTON, CT 06790	160 LAUREL HILL RD	Sec. 12-129	7/31/2023	\$ 784.00	\$ -	\$ -	\$ 784.00	\$ (392.00)	\$ (196.00)	\$ -	\$ -	\$ (196.00)
2022-06-0002484	LERETA LLC; ATTN: CENTRAL REFUNDS	901 CORPORATE CENTER DR	POMONA, CA 91768	160 LAUREL HILL RD	Sec. 12-129	7/31/2023	\$ 784.00	\$ -	\$ -	\$ 784.00	\$ (392.00)	\$ (196.00)	\$ -	\$ -	\$ (196.00)
2022 GL REFUNDS: 2												\$ (392.00)	\$ -	\$ -	\$ (392.00)
2024-06-0000539	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063	79 HIGHFIELD DR	Sec. 12-129	12/30/2025	\$ 519.00	\$ 2.00	\$ -	\$ 521.00	\$ (93.00)	\$ (93.00)	\$ -	\$ -	\$ (93.00)
2024-06-0001226	HOMEOWNERS FINANCE CO	530 SILAS DEANE HWY STE 230	WETHERSFIELD, CT 06109	63 E CENTER ST 1B	Sec. 12-129	1/16/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0001236	LERETA LLC; ATTN: CENTRAL REFUNDS	901 CORPORATE CENTER DR	POMONA, CA 91768	251 WINDTREE	Sec. 12-129	1/27/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0003249	DROZDENKO PAUL & DOROTHY ANN SURV	62 HOLLEY PL	TORRINGTON, CT 06790	62 HOLLEY PL	Sec. 12-129	1/8/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0003375	RILEY JANICE	220 WYOMING AVE	TORRINGTON, CT 06790	220 WYOMING AVE	Sec. 12-129	1/5/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0004893	BERKSHIRE ELECTRONICS PROTECTIN INC	PO BOX 879	LITCHFIELD, CT 06759	1385 NEW LITCHFIELD ST	Sec. 12-129	12/23/2025	\$ 444.00	\$ -	\$ -	\$ 444.00	\$ (18.00)	\$ (18.00)	\$ -	\$ -	\$ (18.00)
2024-06-0005501	AUTOZONE - 03244	PO BOX 2198 DEPT 8088	MEMPHIS, TN 38101	592 MAIN ST	Sec. 12-129	1/27/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0006964	SIMON FRED	2766 TORRINGFORD W ST	TORRINGTON, CT 06790	2766 TORRINGFORD W ST	Sec. 12-129	1/13/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0007031	MARCIANO DONNA	47 STONERIDGE DR	TORRINGTON, CT 06790	364 CHURCH ST	Sec. 12-129	1/14/2026	\$ 747.15	\$ -	\$ -	\$ 747.15	\$ (249.05)	\$ (249.05)	\$ -	\$ -	\$ (249.05)
2024-06-0009070	JONES COLLEEN PATRICIA	699 S MAIN ST UNIT 217	TORRINGTON, CT 06790	699 S MAIN ST 217	Sec. 12-129	1/28/2026	\$ 444.00	\$ -	\$ -	\$ 444.00	\$ (18.00)	\$ (18.00)	\$ -	\$ -	\$ (18.00)
2024-06-0011861	GIAMPAOLO CHARLES J JR & SANDRA L SURV	40 OREGON ST	TORRINGTON, CT 06790	40 OREGON ST	Sec. 12-129	2/2/2026	\$ 432.45	\$ -	\$ -	\$ 432.45	\$ (6.45)	\$ (6.45)	\$ -	\$ -	\$ (6.45)
2024-06-0012932	SHPAK GREGORY J	24 BRIDLE CIR	TORRINGTON, CT 06790	24 BRIDLE CIR	Sec. 12-129	2/2/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0015268	CORELOGIC	3001 HACKBERRY RD	IRVING, TX 75063	45 PENNY LN	Sec. 12-129	7/30/2025	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0080003	STAGNER MARY ANN	117 THOMPSON DR	TORRINGTON, CT 06790	117 THOMPSON DR	Sec. 12-129	1/5/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024-06-0080165	LOVATO CERRALEE J	144 FAIRLAWN DR	TORRINGTON, CT 06790	144 FAIRLAWN DR	Sec. 12-129	1/13/2026	\$ 639.00	\$ -	\$ -	\$ 639.00	\$ (213.00)	\$ (213.00)	\$ -	\$ -	\$ (213.00)
2024 GL REFUNDS: 13												\$ (2,514.50)	\$ -	\$ -	\$ (2,514.50)
TOTAL SEWER:												\$ (2,906.50)	\$ -	\$ -	\$ (2,906.50)