

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
October 06, 2026
6:00PM Executive Session / 7:00 PM Regular Meeting
LINCOLN CENTER HEARING ROOM

1. MEETING CALLED TO ORDER

2. EXECUTIVE SESSION

2.a Personnel

2.a.1 Workers compensation settlement

2.a.2 Discussion on job descriptions

2.b Real Estate

2.b.1 Pending real estate acquisitions

2.b.2 Discussion on potential tax agreements

3. AWARDS AND PRESENTATIONS

**4. OPENING OF MEETING TO ELECTORS OR TAXPAYERS WHO
WISH TO BE HEARD ON ANY SUBJECT WITHIN THE
JURISDICTION OF THE BOARD OF DIRECTORS**

Sign-up sheet available 15 minutes prior to the start of the meeting

5. ADOPTION OF MINUTES OF PREVIOUS MEETING

5.a Actions

5.a.1 Action Minutes September 1, 2026

Page 5

5.b Minutes

5.b.1 Minutes September 1, 2026

Page 10

6. COMMUNICATIONS

7. REPORTS

7.a Manager's Report

7.a.1 Cultural District Update

7.b Other Reports

8. PRESENTATION OF BID WAIVER REQUESTS**9. PUBLIC HEARINGS (formally advertised)**

9.a Appropriation to Special Projects as follows:

9.a.1 Manchester Police Department/State Asset Forfeiture Page 23
Account..... \$1,128.00.

9.a.2 Manchester Police Department/Federal Asset Forfeiture Page 25
Account..... \$12,030.00

to be funded by US Marshalls Service, for the purpose of continuing narcotics investigations, equipment, and/or training.

9.a.3 Manchester Police Department/East Central Narcotics Page 27
Account..... \$8,500.00

to be funded by Manchester and 3 member towns, to support task force operational needs for equipment, training, or to facilitate continuing narcotics investigations

9.a.4 Special Grant/Early Voting Page 28
Grant..... \$ 36,163.59

to be funded by the State of Connecticut, for the purpose of early voting.

9.a.5 SAFS/260 53094273 68800 SG381..... \$4,000.58 Page 29

transfer of bank funds to Town account for the purpose of emergency assistance to residents.

9.a.6 Eastside Farmers Market Expansion..... Page 31
\$15,000.00

to be funded by a grant from the State of Connecticut Department of Agriculture for the purpose of the Eastside Farmers Market Expansion.

9.a.7 2026 Parks and Recreation State Page 65

Grant..... \$2,300,000

to be funded by a Legislative Directed Funds grant, for the purpose of funding various parks and recreation capital projects.

- 9.a.8

Cheney Hall 2026 State Grant.....
\$50,000
to be funded by State Legislatively Directed Funds, for the purpose of facility improvements at Cheney Hall.

Page 68

- 9.a.9

Town Clerk Historic Documents Preservation Program Grant..... \$6,000.00
to be funded by the State of Connecticut, Connecticut State Library, for the purpose of preserving and managing historic documents..

Page 70

9.b Appropriations to Education Special Projects as follows:

- 9.b.1

Manchester Public Schools \$
5,247,464
to be funded by State of Connecticut, for the purpose of supplemental education aid.

Page 72

- 9.c

Review recommendations and approval of ordinance from the Quality of Life Subcommittee

Page 74

10. CONSENT CALENDAR

11. ACTION ON ITEMS OF PUBLIC HEARING

12. UNFINISHED BUSINESS

13. NEW BUSINESS

13.a *Appropriation to Special Projects (under \$500) as follows:

- 13.a.1

Manchester Police Dept/State Asset Forfeiture..... \$
434.00

Page 165

to be funded by Department of Emergency Services and Public Protection, for the purpose of continuing narcotics investigations, equipment or training.

- 13.b Approval of Workers Comp Settlement R. Abdelraouf
- 13.c Authorization for Town of Manchester to join the Mayors Alliance to End Childhood Hunger
- 13.d Discussion on current services provided to private roads Page 167
- 13.e Approval of Director of Human Resources Job Description Page 168
- 13.f Approve Legal Administrative Assistant/Paralegal Job Description Page 171
- 13.g SustainableCT Award Recommendations Page 173
- 13.h Authorization to apply for any and all grants related to the advancement of the Manchester Cultural Districts. Page 175
- 13.i Discussion of designation of cannabis consumption area in effort to regulate cannabis use at public parks

**14. COMMENT AND DISCUSSION BY BOARD MEMBERS ON ITEMS
FOR FUTURE AGENDA OR OF GENERAL CONCERN**

15. ADJOURNMENT

JP

AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
September 01, 2026
6:00PM Executive Session / 7:00 PM Regular Meeting
LINCOLN CENTER HEARING ROOM

Present: Mayor Moran, Deputy Mayor Jones, Secretary Schain, Directors Lentini, Frey, Muñiz Poland and Floyd-Cranford (virtual). Director Conyers joined during Executive Session.

Absent: Director Boland

1. MEETING CALLED TO ORDER

The meeting was called to order at 6:04pm

#234-26

Motion to move into Executive Session

Moved by Secretary Schain

Seconded by Director Muñiz Poland

APPROVED 7-0 (Director Conyers was not present)

2. EXECUTIVE SESSION

Present during Executive Session were: Present: Mayor Moran, Deputy Mayor Jones, Secretary Schain, Directors Lentini, Frey, Muñiz Poland, Conyers and Floyd-Cranford (virtual). Also present, Town Manager Stephanou, Deputy Manager Purciello, Assistant Town Manager Cox, Director of Planning Anderson, Assistant Town Attorney Sullivan, Attorney Jim Tallberg of Karsten and Tallberg, Mark Abramowicz of Camber Property Group, Lewis Brown and Steve Caprio of Honeycomb Real Estate Partners and Attorney Coleman Levy, Matthew Levy, Evan Levy, and Joseph Klaynberg.

Item 5.a.1
1.a Personnel

1.a.1 Discussion on pending legal settlements for personnel

1.b Real Estate

1.b.1 Discussion on potential land acquisitions

1.c Pending Litigation

1.c.1 Update on pending lawsuits against the Town

No votes were taken

#235-26

Motion to move out of Executive Session

Moved by Secretary Schain

Seconded by Director Frey

APPROVED 8-0

3. AWARDS AND PRESENTATIONS

3.a National C.E.R.T Association Week Proclamation

3.b Manchester Youth Commission

#236-26

Motion for a brief recess at 7:31pm

Moved by Director Lentini

Seconded by Director Mufiz Poland

APPROVED 8-0

Meeting reconvenes at 7:35pm

5. ADOPTION OF MINUTES OF PREVIOUS MEETING

5.a Actions

5.a.1 Action Minutes August 11, 2026

5.b Minutes

5.b.1 Minutes August 11, 2026

#237-26

Motion to adopt the action and regular minutes from August 11, 2026

Moved by Secretary Schain

Seconded by Deputy Mayor Jones

APPROVED 8-0

9. PUBLIC HEARINGS (formally advertised)

9.c Senior Center Task Force Resolution Recommended Resolution for Referendum

#238-26

Motion to substitute the resolution.

Moved by Secretary Schain

Seconded by Director Frey

Approved 8-0

10. CONSENT CALENDAR

#239-26 (9.a.1-9.a.4)

9.a Appropriation to Special Projects as follows:

9.a.1 Manchester Police Department/CDI.....\$6,500.00

to be funded by annual fees from Manchester and 9 member towns, for the purpose of supporting task force operational needs for equipment, training, and facility expenses.

9.a.2 Manchester Police Department/CDI..... \$6,500.00

to be funded by annual fees from Manchester and 9 member towns, for the purpose of supporting task force operational needs for equipment, training, and facility expenses.

9.a.3 Manchester Police Department/Federal Asset Forfeiture

Account.....\$50,404.00

to be funded by US Marshall's Service, for the purpose of continuing narcotics investigations, equipment, and/or training.

9.a.4 Human Services/Opioid Settlement Funds..... \$ 51,894.59

to be funded by National Opioid Settlement Funds, for the purpose of mitigating the effects of the opioid crisis in Manchester.

#240-26 (9.b.1-9.b.2)

9.b.1 Manchester Regional Academy (MRA) Tuition – 25/26 SY..... \$ 1,380,020

to be funded by Manchester Public Schools Out-of-Town Tuition, for the purpose of providing services to special needs students. Increase in appropriation in the amount of \$380,020 to a total appropriation of \$1,380,020

9.b.2 Manchester Regional Academy (MRA) Tuition – 26/27 SY..... \$1,000,000

to be funded by Manchester Public Schools Out-of-Town Tuition for the purpose of providing services to special needs students.

#241-26 (9.d)

9.d Resolution for a \$200,000 grant awarded from State of Connecticut Department of Energy and Environmental Protection for improvements to the Bigelow Brook Greenway

#242-26 (13.b)

- 13.b Approval of pending legal settlements regarding confidential personnel matters

#243-26 (13.e)

- 13.e Acceptance of Angela Tuers' (R), resignation from the Commission on Human Relations, for a term ending in 2028.

Motion to approve consent calendar as follows- 9.a.1-9.a.4, 9.b.1-9.b.2, 9.d, 13.b, 13.e

Moved by Secretary Schain

Seconded by Director Lentini

Approved 8-0

11. ACTION ON ITEMS OF PUBLIC HEARING

- 9.c Senior Center Task Force Resolution Recommended Resolution for Referendum

#244-26

Motion to approve Senior Task Force Resolution

Moved by Secretary Schain

Seconded by Director Lentini

Approved 7-1 (Director Conyers opposed)

12. UNFINISHED BUSINESS

- 12.a Discussion of designation of cannabis consumption area in effort to regulate cannabis use at public parks

#245-26

Motion to remove item from the table.

Moved by Director Conyers

Seconded by Director Frey

Failed 4-4 (Directors Conyer, Frey, Floyd-Cranford and Mayor Moran vote in favor, Directors Jones, Lentini, Schain and Muñiz Poland opposed)

13. NEW BUSINESS

- 13.c Authorization of Town to issue RFPs for automated traffic enforcement safety devices (ATESD)

#246-26

Motion to authorize the Town to issue RFPs for automate traffic enforcement safety devices (ATESD)

Moved by Deputy Mayor Jones

Seconded by Director Conyers
Approved 8-0

13.d Discussion regarding leaf bag sales

#247-26

Motion to raise the price of leaf bags to the nearest \$0.10 cents per bag over the purchase price to keep the price to a whole dollar amount.

Moved by Director Lentini

Seconded by Deputy Mayor Jones

Approved 8-0

15. ADJOURNMENT

#248-26

Motion to adjourn

Moved by Muñiz Poland

Seconded by Secretary Schain

Approved 8-0

Adjournment: at 10:28pm

cga

ATTEST

Item 5.a.1

Secretary, Board of Directors

LP

DRAFT MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
September 01, 2026
6:00PM Executive Session / 7:00 PM Regular Meeting
LINCOLN CENTER HEARING ROOM

Present: Mayor Moran, Deputy Mayor Jones, Secretary Schain, Directors Lentini, Frey, Muñiz Poland and Floyd-Cranford (virtual). Director Conyers joined during Executive Session.

Absent: Director Boland

1. MEETING CALLED TO ORDER

The meeting was called to order at 6:04pm

#234-26

Motion to move into Executive Session

Moved by Secretary Schain

Seconded by Director Muñiz Poland

APPROVED 7-0 (Director Conyers was not present)

2. EXECUTIVE SESSION

Present during Executive Session were: Present: Mayor Moran, Deputy Mayor Jones, Secretary Schain, Directors Lentini, Frey, Muñiz Poland, Conyers and Floyd-Cranford (virtual). Also present, Town Manager Stephanou, Deputy Manager Purciello, Assistant Town Manager Cox, Director of Planning Anderson, Assistant Town Attorney Sullivan, Attorney Jim Tallberg of Karsten and Tallberg, Mark Abramowicz of Camber Property Group, Lewis Brown and Steve Caprio of Honeycomb Real Estate Partners and Attorney Coleman Levy, Matthew Levy, Evan Levy, and Joseph Klaynberg.

1.a Personnel

1.a.1 Discussion on pending legal settlements for personnel

1.b Real Estate

1.b.1 Discussion on potential land acquisitions

1.c Pending Litigation

1.c.1 Update on pending lawsuits against the Town

No votes were taken

#235-26

Motion to move out of Executive Session

Moved by Secretary Schain

Seconded by Director Frey

APPROVED 8-0

The Regular Meeting resumed at 7:15pm.

3. AWARDS AND PRESENTATIONS

3.a National C.E.R.T Association Week Proclamation

Mayor Moran presented the C.E.R.T proclamation. C.E.R.T week would be from September 20-26, he thanked the volunteers for all their efforts in Manchester community.

3.b Manchester Youth Commission

Mayor Moran announced the newest members of the Youth Commission, a group who is tasked to represent the youth in the Manchester community. Town Clerk Cruz swore in the newest member.

#236-26

Motion for a brief recess at 7:31pm

Moved by Director Lentini

Seconded by Director Muñiz Poland

APPROVED 8-0

Meeting reconvenes at 7:35pm

4. OPENING OF MEETING TO ELECTORS OR TAXPAYERS WHO WISH TO BE HEARD ON ANY SUBJECT WITHIN THE JURISDICTION OF THE BOARD OF DIRECTORS

Sign-up sheet available 15 minutes prior to the start of the meeting

Judy Sutton, 38 S. Hawthorne St, spoke against sanctuary states, sanctuary town, and cannabis smoking in parks. Ms. Sutton then discussed FLOCK cameras and spoke in favor of keeping them to assist with crime.

Justin Eisenberg, 36 French Road, spoke against FLOCK cameras as he felt they are an invasion of privacy because of the use of data by FLOCK. Mr. Eisenberg urged the Board to consider this when reviewing this in the future.

Sebastian Guzera, 91 Love Lane, urges the Board to not to allow expansion of the landfill. Citing environmental impact and traffic concerns. Town Manager Stephanou commented on setting up a meeting to provide further information.

Raelene Cronin, 43 Wellsley Road, commented that she felt the Board was being fiscally irresponsible, specifically in regard of the Senior Center. Spoke against cannabis being consumed in the parks.

Steve Allard, 18 Bilyeau Road, echoed sentiments on cannabis being consumed in parks and also spoke in favor of FLOCK cameras. Mr. Allard then commented on the enforcement of ordinances. Mr. Allard commented that September 27 is the Wishes on Wheels convoy event that occurs on I-384, entrances ramps and exits will be closed during this time.

Doug Boland, 66 Strickland Street, spoke about leasing Washington School to Odyssey School. Mr. Boland commented on building purchases in town and suggested the Town hire a consultant.

Kyle Tickson, 74 Wells Street, expressed concerns with FLOCK cameras and appreciated the moratorium on additional installations of these cameras. Spoke on issues that have occurred with FLOCK cameras like misuse of data and tracking.

Mayor Moran commented on the Wishes on Wheel event and thanked Mr. Allard for his volunteer work with Make a Wish. Mayor Moran spoke about his personal connection with Make a Wish and the important work they do for families.

5. ADOPTION OF MINUTES OF PREVIOUS MEETING

5.a Actions

5.a.1 Action Minutes August 11, 2026

5.b Minutes

5.b.1 Minutes August 11, 2026

Item 5.b.1

#237-26

Motion to adopt the action and regular minutes from August 11, 2026

Moved by Secretary Schain

Seconded by Deputy Mayor Jones

APPROVED 8-0

6. COMMUNICATIONS

None.

7. REPORTS

7.a Manager's Report

7.a.1 Presentation from Downtown Special Services District

Town Manager Stephanou introduced Kate Sulick, Downtown Special Services Manager. Ms. Sulick discussed building new branding for the Downtown District, the wide group of people that the Downtown District serves and the many businesses that make up the Downtown District. The theme of honoring roots and embracing growth was introduced. Ms. Sulick reviewed the updated mission statement, core values and the vision statement, and marketing. They are currently working on updating benches, trash cans, planters, jersey barriers, and streetlight banners to match the new color palette and marketing. Additional discussion around important downtown events like the Butterfly Stroll, Holiday on Main, Scarecrow Festival, Manchester Book Fest and Downtown Mini Golf.

Director Conyers thanked Ms. Sulick for her work and thanked her volunteers. Commented on the social media efforts that were made over the summer.

Deputy Mayor Jones also commented that promotion of the new branding has been noticed and thanked her for her leadership.

Director Frey thanked Ms. Sulick for her efforts.

Mayor Moran spoke in favor of the new marketing material.

7.a.2 Reevaluation Tax Impact Mitigation Options

Town Manager Stephanou introduced Director of Finance Lord and Assessor Nomack as they presented an update on the upcoming revaluation. They discussed what can be expected for the 2026 revaluation and options to be weighed by the Board of Directors. There is no proposed action or decision to be made at this meeting, this is just an overview.

Assessor Nomack reviewed the distribution of the tax burden among tax payers in Manchester and the existing tax relief programs that are currently available for residents, specifically for low income senior, veterans and homeowners with disabilities.

Assessor Nomack then discussed in detail what it would mean to incorporate either a phase-in option or the homestead exemption. A phase-in assessment would spread assessment changes over several years, it would soften the increase in year 1 but would delay the remaining adjustments over a period of 5 years. Assessor Nomack commented that only 4.73% of 169 Connecticut towns used a phase-in over the last 5-year cycle, which includes Waterbury, Bloomfield, Hamden, Torrington, Windsor, and Wethersfield. Director of Finance Lord commented on the phase-in that took place in Windsor and commented that it seemed to cause a great deal of confusion as many taxpayers forget

about the phase-in by year 2. Assessor Nomack also highlighted the increase in administrative tasks that this would place on her office should they implement a phase-in assessment.

Director Lentini asked questions regarding the effect for homeowners who are making upgrades to their home with a phase-in assessment versus a regular assessment.

Director of Finance Lord spoke about the difficulties the Town of Windsor faced when trying to pass their budget with this assessment approach. Town Manager Stephanou commented that he would be willing to get feedback from other Town Managers or elected official on their experience with utilizing this option.

Director Frey agreed with the sentiment that the phase-in approach does not seem appealing.

Assessor Nomack and Director of Finance Lord then discussed the homestead exemption option, which reduces the taxable value of owner-occupied home between 5%-35% or a \$50,000 flat exemption. Should the Board consider this option they would need to determine requirements such as length of residency and property value cap. Assessor Nomack commented that Manchester has approximately 52% owner occupancy rate, one of the lowest in Connecticut, which complicates the impact of a homestead exemption, the burden would fall more on renters.

Deputy Mayor Jones clarified how the portion of taxes that would be exempt would be made out. Assessor Nomack confirmed that ultimately the mill rate would need to increase to balance the exemption.

Assessor Nomack discussed some of the other items to consider with revaluation like the change in motor vehicles assessment, where all vehicles over 20 years old move to a flat rate exemption and reiterated some of the programs that are already available in Manchester for reduced taxes. Assessor Nomack recommended no decision be made until final revaluation results are available; notices expected to go out to taxpayers in November 2026. This would allow for a more complete picture.

Town Manager Stephanou thanked Secretary Schain, Assessor Nomack and Director of Finance Lord for bringing these options to light to allow a discussion amongst the Board to review options before revaluation takes place. He added that the upcoming budget cycle will prove to be difficult in part because of the upcoming revaluation.

Secretary Schain appreciated the insight this provided as they understand the impact of taxpayers. Secretary Schain questioned the implementation process of the homestead exemption. Assessor Nomack discussed the potential difficulty of verify a home as a taxpayers primary residence or ownership issues like a home in the name of a Trust. Secretary Schain questioned if there is an income eligibility criterion. Assessor Nomack

that there is no exemption in the statute but the Board could create any parameters including property value caps or income eligibility.

Director Floyd-Cranford thanked both Director of Finance Lord and Assessor Nomack for their presentation. Director Floyd-Cranford spoke about incentives of homestead act in other states and added that the Board would want to seriously consider parameters around this exemption as they do not want to exclude certain sectors of residents, like young families. Director Floyd-Cranford and Assessor Nomack discussed what properties would see decreases, the need to wait for more real estate data to understand the overall impact, and the eligibility process and the administrative work that goes into this data collection.

There was a continued discussion around the process for current exemptions and the administrative work that goes into maintaining those exemptions. Additional questions and discussion around the tax appeal process.

Mayor Moran suggested putting a potential Subcommittee together to weigh the options in the future.

7.b Other Reports

8. PRESENTATION OF BID WAIVER REQUESTS

None.

9. PUBLIC HEARINGS (formally advertised)

9.a Appropriation to Special Projects as follows:

9.a.1 Manchester Police Department/CDI.....\$6,500.00

to be funded by annual fees from Manchester and 9 member towns, for the purpose of supporting task force operational needs for equipment, training, and facility expenses.

9.a.2 Manchester Police Department/CDI..... \$6,500.00

to be funded by annual fees from Manchester and 9 member towns, for the purpose of supporting task force operational needs for equipment, training, and facility expenses.

9.a.3 Manchester Police Department/Federal Asset Forfeiture

Account.....\$50,404.00

to be funded by US Marshall's Service, for the purpose of continuing narcotics investigations, equipment, and/or training.

9.a.4 Human Services/Opioid Settlement Funds..... \$ 51,894.59

to be funded by National Opioid Settlement Funds, for the purpose of mitigating the effects of the opioid crisis in Manchester.

Mayor Morans opens the floor to public comment at this time. No public comment.

Director Frey asked questions on the use of funds for 9.a.4 and if there was measurable success of any programs. Assistant Town Manager Cox spoke about the initiatives that were funded from this item. The uses include harm prevention work and Employee Intervention Assistant position. Director Frey questioned how success was monitored for these programs. Assistant Town Manager Cox commented on positive community engagement in youth programs and noted that once they are able to hire for the above-mentioned position, they will have a better ability of tracking measurables.

Mayor Moran commented on yesterday being International Overdose Awareness Day.

There being no further comment Mayor Moran closes the hearing on the above items.

9.b Appropriations to Education Special Projects as follows:

9.b.1 Manchester Regional Academy (MRA) Tuition –

25/26 SY..... \$ 1,380,020

to be funded by Manchester Public Schools Out-of-Town Tuition, for the purpose of providing services to special needs students. Increase in appropriation in the amount of \$380,020 to a total appropriation of \$1,380,020

9.b.2 Manchester Regional Academy (MRA) Tuition –

26/27 SY..... \$1,000,000

to be funded by Manchester Public Schools Out-of-Town Tuition for the purpose of providing services to special needs students.

Mayor Morans opens the floor to public comment at this time. None

Director Frey questioned if the funds were coming from other towns. Deputy Mayor Jones stated MRA is part of Manchester Public Schools but takes out of town students and those towns pay tuition for those students to attend.

There being no further comment Mayor Moran closes the hearing on the above items.

9.c Senior Center Task Force Resolution Recommended Resolution for Referendum

Mayor Moran opens the floor to public comment at this time.

#238-26

Motion to substitute the resolution.

Moved by Secretary Schain

Seconded by Director Frey

Approved 8-0

Secretary Schain reads update resolution:

RESOLUTION OF THE BOARD OF DIRECTORS

WHEREAS, the Manchester Board of Directors remains fully committed to delivering a modern, high-quality Senior Center that meets the evolving needs of the town's older adult population; and

WHEREAS, initial planning identified a proposed Senior Center project involving the potential renovation of the former Concordia Lutheran Church property purchased by the Town; and

WHEREAS, preliminary cost estimates for the proposed project have come in higher than originally anticipated; and

WHEREAS, the Board of Directors believes it is vital to ensure maximum value, efficiency, and responsible use of taxpayer funds prior to placing a major capital borrowing request before voters; and

WHEREAS, the acquisition of the Concordia property remains a prudent, flexible investment in the Town's footprint that continues to be a primary site candidate for the Senior Center, while also standing as a vital municipal asset capable of addressing long-standing Town office space needs should another Senior Center site prove more cost-effective.

NOW, THEREFORE, BE IT RESOLVED, that the Board directs Town staff to comprehensively explore and assess cost drivers, value-engineering opportunities, facility scope, and potential site options—including both the Concordia property and alternative locations – and to seek input and guidance from the 21st Century Senior Center Task force throughout this process; and

BE IT FURTHER RESOLVED, that Town staff shall present its findings and recommendations in a report back to the Board of Directors no later than **March 2027**; and

BE IT FURTHER RESOLVED, that the Board of Directors resolves to bring a final referendum for a Senior Center to Manchester voters in **2027**.

Director Conyers spoke in support of the updated resolution he commented that he feels it is worth looking into different locations. Director Conyers confirmed that the current Senior Center Task Force would continue to be involved.

Director Lentini spoke in favor of the purchase of Concordia Lutheran Church as it can still be used for the Senior Center site or for potential Town or Board of Education uses. Director Lentini also inquired about the cost discrepancy of \$28 million from the initially proposed \$18 million. He added that he would not feel comfortable bonding the high amount without additional information.

Mayor Moran commented that when the Board of Directors voted to purchase Concordia they also consider the use of this building for other municipal options besides the proposed Senior Center. Mayor Moran also commented on the price difference that was initially proposed. Mayor Moran responded to Director Conyers inquiry about the current Task Force, he commented that the members of the Task Force will remain to help continue the work on an appropriate option for the Senior Center.

Town Manager Stephanou responded to Director Lentini's question regarding the price increase that was initially proposed. Town Manager Stephanou explained that the \$18 million dollars was the approximate amount that would cost the church to become a serviceable option as a Senior Center site, the proposal from the Senior Center Task Force was a projection for a state-of-the-art Senior Center.

There being no further comment, Mayor Moran closes the hearing on the above item.

9.d Resolution for a \$200,000 grant awarded from State of Connecticut Department of Energy and Environmental Protection for improvements to the Bigelow Brook Greenway.

Mayor Moran opens the floor to public comment at this time. There is none.

There being no further comment, Mayor Moran closes the hearing on the above items.

10. CONSENT CALENDAR

#239-26 (9.a.1-9.a.4)

9.a Appropriation to Special Projects as follows:

9.a.1 Manchester Police Department/CDI.....\$6,500.00

to be funded by annual fees from Manchester and 9 member towns, for the purpose of supporting task force operational needs for equipment, training, and facility expenses.

9.a.2 Manchester Police Department/CDI..... \$6,500.00

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9.a.3 Manchester Police Department/Federal Asset Forfeiture

Account.....\$50,404.00

to be funded by US Marshall's Service, for the purpose of continuing narcotics investigations, equipment, and/or training.

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to be funded by National Opioid Settlement Funds, for the purpose of mitigating the effects of the opioid crisis in Manchester.

#240-26 (9.b.1-9.b.2)

9.b.1 Manchester Regional Academy (MRA) Tuition – 25/26 SY..... \$ 1,380,020

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9.b.2 Manchester Regional Academy (MRA) Tuition – 26/27 SY..... \$1,000,000

to be funded by Manchester Public Schools Out-of-Town Tuition for the purpose of providing services to special needs students.

Item 5.b.1

#241-26 (9.d)

9.d Resolution for a \$200,000 grant awarded from State of Connecticut Department of Energy and Environmental Protection for improvements to the Bigelow Brook Greenway

#242-26 (13.b)

13.b Approval of pending legal settlements regarding confidential personnel matters

#243-26 (13.e)

13.e Acceptance of Angela Tuers' (R), resignation from the Commission on Human Relations, for a term ending in 2028.

Motion to approve consent calendar as follows- 9.a.1-9.a.4, 9.b.1-9.b.2, 9.d, 13.b, 13.e

Moved by Secretary Schain

Seconded by Director Lentini

Approved 8-0

11. ACTION ON ITEMS OF PUBLIC HEARING

9.c Senior Center Task Force Resolution Recommended Resolution for Referendum

#244-26

Motion to approve Senior Task Force Resolution

Moved by Secretary Schain

Seconded by Director Lentini

Approved 7-1 (Director Conyers opposed)

12. UNFINISHED BUSINESS

12.a Discussion of designation of cannabis consumption area in effort to regulate cannabis use at public parks

#245-26

Motion to remove item from the table.

Moved by Director Conyers

Seconded by Director Frey

Failed 4-4 (Directors Conyer, Frey, Floyd-Cranford and Mayor Moran vote in favor, Directors Jones, Lentini, Schain and Muñiz Poland opposed)

13. NEW BUSINESS

13.a *Appropriation to Special Projects (under \$500) as follows: None

13.c Authorization of Town to issue RFPs for automated traffic enforcement safety devices (ATESD)

Town Manager Stephanou gave some background on the RFPs, which would be for speed cameras and school bus stop arm cameras, noting each would subsequently require an enabling ordinance.

Director Lentini distinguished these devices from ALPRs, noting they only capture data upon a triggering violation event and require human verification, presenting a lower civil liberties risk. He recommended that any enabling ordinance for speed cameras include a grace threshold of at least 11 mph over the speed limit.

Director Conyers asked for clarification on the policy approval process. Town Manager Stephanou confirmed that the vote would issue the RFP, which would initiate the process and subsequently the Board would take up a formal ordinance.

Secretary Schain confirmed that they would eventually need approval from the State for the speed camera locations.

#246-26

Motion to authorize the Town to issue RFPs for automate traffic enforcement safety devices (ATESD)

Moved by Deputy Mayor Jones

Seconded by Director Conyers

Approved 8-0

13.d Discussion regarding leaf bag sales

Public Works Director Rizzo reviewed increasing the price for leaf bags, currently they are being sold in a deficit. The current price breakdown is .40 cents a bag, the new RFP recommends .55 cents a bag. Mr. Rizzo and Town Manager recommended raising the price to at least break even and commented that the price at comparable retail stores is much higher.

Director Conyers questioned the stock of bags and confirmed the number of bags that will be purchased per year, which is 72,000. Director Conyers questioned if the town should continue to sell these bags in the future.

Town Manager Stephanou commented that a broader evaluation of the leaf bag program could be discussed further during budget season.

Deputy Mayor Jones clarified to move to sell leaf bags at .60 cents per the recommendation.

#247-26

Motion to raise the price of leaf bags to the nearest \$0.10 cents per bag over the purchase price to keep the price to a whole dollar amount.

Moved by Director Lentini

Seconded by Deputy Mayor Jones

Approved 8-0

14. COMMENT AND DISCUSSION BY BOARD MEMBERS ON ITEMS FOR FUTURE AGENDA OR OF GENERAL CONCERN

Director Conyers commented that on Saturday, September 26 there would be a Veterans BBQ from 11am-2pm at Northwest Park Pavillion.

Director Muñiz Poland wished everyone a Happy Hispanic Heritage Month.

Mayor Moran commented on the upcoming 25-year anniversary of 9/11.

Director Floyd-Cranford thanked everyone for their support for the Back-to-School Drive.

15. ADJOURNMENT

#248-26

Motion to adjourn

Moved by Muñiz Poland

Seconded by Secretary Schain

Approved 8-0

Adjournment: at 10:28pm

cga

ATTEST

Secretary, Board of Directors



TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: PATRICIA FILES, POLICE DEPARTMENT
SUBJECT: APPROPRIATION REQUEST - STATE ASSET FORFEITURE \$4,510.80
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background:

One (1) electronic payment in the amount of \$4,510.80 has been received from the Department of Emergency Services and Public Protection. These funds are proceeds from the East Central Narcotics Task Force, case # 2500035257. The ECNTF is comprised of officers from Manchester, Vernon, South Windsor and Glastonbury. The funds will be dispersed according to the equitable sharing agreement among the member towns.

Manchester’s share of funds is \$1,127.70

Discussion:

The funds will be used for continuing narcotics investigations, equipment or training.

General Fund Impact:

That Manchester’s share of funds, \$1,128.00, be appropriated to the State Asset Forfeiture Account

Agenda Information (Attach background documentation)

Example:

*Manchester Police Department/State Asset Forfeiture Account..... \$1,128.00.
to be funded by Department of Emergency Services and Public Protection, for the purpose of continuing
narcotics investigations, equipment or training*

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
State Asset Forfeiture	41094304	68800	SG004	\$1,128.00
			TOTAL	\$1,128.00



Manchester Police Department

Inter-office Memorandum



To: Chief Darby

From: Captain Pilz

Date: August 13th, 2026

Subject: Asset Forfeiture Payment

Chief Darby,

Our department recently received an ACH payment of \$4510.80 from the Department of Emergency Services and Public Protection, representing proceeds from an East Central Narcotics Task Force Investigation (Reference MPD case #2500035257).

The total amount of \$4510.80 should be divided 4 ways between Manchester, Glastonbury, South Windsor, and Vernon Police Departments.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Dan Pilz".

Captain Daniel Pilz



**TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO**

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: PATRICIA FILES, POLICE DEPARTMENT
SUBJECT: APPROPRIATION REQUEST – FEDERAL ASSET FORFEITURE \$12,029.85 PD
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background:

The Police Department has received two (2) Electronic Fund Transfers totaling \$12,029.85 from the Department of Justice, U.S. Marshals Service, Asset Forfeiture Division.

Discussion:

The funds will be used for continuing narcotics investigations, equipment, and/or training.

General Fund Impact:

That the entire \$12,030.00 be deposited into Manchester’s Federal Asset Forfeiture Account.

Agenda Information (Attach background documentation)

Example:

*Manchester Police Department/Federal Asset Forfeiture Account..... \$12,030.00
to be funded by US Marshalls Service, for the purpose of continuing narcotics investigations, equipment,
and/or training.*

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
Fed Asset Fortfeiture	41094304	68800	SG001	\$12,030.00
			TOTAL	

Report Generated on 09/08/2026

Transaction Type	Asset ID	Asset Description	Forfeiture Type	Decision Type	Transaction Date	Transaction Amount
Cash Distribution	25-DEA-723593	\$30,351.00 U.S. Currency	Administrative	Cash/Proceeds	08/19/2026	\$2,151.35
Cash Distribution	26-DEA-725917	\$440,513.00 U.S. Currency	Administrative	Cash/Proceeds	08/19/2026	\$9,878.50
						\$12,029.85



TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: PATRICIA FILES, POLICE DEPARTMENT
SUBJECT: APPROPRIATION REQUEST – EAST CENTRAL NARCOTICS TASK FORCE FY27
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background:

The East Central Narcotics Task Force, comprised of Officers from Manchester, South Windsor, Vernon, and Glastonbury has established a special grant account (SG058) within the Town of Manchester budget system. Each of the member towns will submit an annual amount for deposit in this account. The funds will then be used to support task force operational needs for equipment, training, or to facilitate continuing narcotics investigations.

Discussion:

The funds will be used to support task force operational needs for equipment, training, or to facilitate continuing narcotics investigations.

General Fund Impact:

Payment was received from **Manchester** for \$8,500.00 for their yearly share of the East Central Narcotics program FY27.

These funds should be divided into two accounts. \$2,500.00 for Equipment Account SG058 41094317 68850 and \$6,000.00 for Rent SG058 41094317 68855.

Agenda Information (Attach background documentation)

Example:

*Manchester Police Department/East Central Narcotics Account..... \$8,500.00
to be funded by Manchester and 3 member towns, to support task force operational needs for
equipment, training, or to facilitate continuing narcotics investigations*

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
ECN	41094317	68850	SG058	\$2,500.00
	41094317	68855	SG058	\$6,000.00
			TOTAL	\$8,500.00



TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: JIM STEVENSON
SUBJECT: APPROPRIATION REQUEST
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background:
State of Connecticut grant for \$36,163.59 for supplemental funding to administer early voting.

Discussion:

General Fund Impact:

Agenda Information (Attach background documentation)
Registrars of Voters grant for 36,163.59 to be funded by State of Connecticut for early voting.

Example:
Special Grant/Early Voting Grant..... \$
36,163.59

to be funded by the State of Connecticut, for the purpose of early voting.

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
Part time salaries	11095001	6120	SG389	36,163.59
			TOTAL	

Funding Source Information:

Grant Name: 2026 Early Voting
Grant Type (Federal, State, Other): State
Award Period: 2026
Department Contact Person (staff member overseeing the grant funds): Jim Stevenson
Grant CDFA# or
Authorizing Statute #



TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: MARIAH FORBES, SOCIAL & COMMUNITY SERVICES MANAGER
SUBJECT: APPROPRIATION REQUEST
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background: Senior, Adult & Family Services (SAFS) had emergency assistance funds transferred from a closed bank account to an account managed by the Town. SAFS utilizes these limited funds to assist Manchester residents in financial emergencies on a case by case basis.

Discussion: SAFS will utilize funds to assist residents on a one time basis who have been identified by social workers to be experiencing struggles meeting basic needs and other pertinent expenses.

General Fund Impact: The funds will be used to assist identified residents in need. There is no financial impact to the Town.

Agenda Information

SAFS/260 53094273 68800 SG381- \$4,000.58

transfer of bank funds to Town account for the purpose of emergency assistance to residents.

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
Program Expenditures	53094273	68800		\$4000.58
			TOTAL	\$4000.58

Funding Source Information:

Grant Name: N/A
Grant Type (Federal, State, Other): N/A
Award Period: N/A
Department Contact Person (staff member overseeing the grant funds): Mariah Forbes
Grant CDFa# or

Authorizing Statute #



TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: CHRIS SILVER, DIRECTOR LEISURE FAMILY AND RECREATION DEPARTMENT
SUBJECT: APPROPRIATION REQUEST
DATE: JULY 7, 2026
CC: BOARD OF DIRECTORS

Background:

The Town of Manchester initiated a grant request for \$15,000 for SNAP Support to be used for the 2026 Farmers Market season. This grant will fund the Market Coordinator salary as well as fund subcontractors/consultants.

Discussion:

The grant was approved with a contract period from June 15, 2026 through June 14, 2027.

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
State and Federal Grants-Revenue for Market Coordinator Salary	2603401	4300	SG386	\$10,000.00
State and Federal Grants-Revenue for Subcontractor/Consultant	2603401	4300	SG386	\$5,000.00
			TOTAL	\$15,000.00

Agenda Information (Attach background documentation)

Example:

Eastside Farmers Market Expansion
to be funded by a grant from the State of Connecticut Department of Agriculture for the purpose of the
Eastside Farmers Market Expansion.....\$15,000.0

Appropriation Request

Page 2

July 7, 2026

Funding Source Information:

Grant Name: SNAP Support Grant

Grant Type (Federal, State, Other): State

Award Period: June 15, 2026, through June 14, 2027.

Department Contact Person (staff member overseeing the grant funds): Erin Windham

Grant CDFA# or

Authorizing Statute # CGS Sec 22-4c(a)(2) as amended. PA 25-168

AGREEMENT

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. (FEIN) P.S. N/A P.O. N/A
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CONTRACTOR	(3) CONTRACTOR NAME Town of Manchester	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? YES ☐ NO ☒
	CONTRACTOR ADDRESS 41 Center Street Manchester, CT 06045	CONTRACTOR FEIN/SSN N/A

STATE AGENCY	(5) AGENCY NAME AND ADDRESS Department of Agriculture, 450 Columbus Blvd. Suite 701, Hartford, CT 06103	(6) Dept No. 42710
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CONTRACT PERIOD	(7) DATE (FROM) June 15, 2026	THROUGH (TO) June 14, 2027	(8) INDICATE ☐ MASTER AGREEMENT ☒ NEITHER	☐ CONTRACT AWARD NO. _____
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COMPLETE DESCRIPTION OF SERVICE	(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Agriculture, all work described in Appendix A Scope of Work. Standard Terms and Conditions are attached hereto as Appendix H and made a part hereof.
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COST AND SCHEDULE OF PAYMENTS	(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES. Total payment under Contract not to exceed the Obligated Amount indicated below Appendix B contains the Payment Terms Appendix C contains Allowable and Unallowable Costs Appendix D contains a sample Quarterly/Periodic Progress Report Form. (N/A) Appendix E contains a sample Final Financial Report Form. Appendix F contains a Final Report Template. Appendix G contains the Landlord Consent. (N/A) Appendix H contains Standard Terms and Conditions
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(11) OBLIGATED AMOUNT	Fifteen Thousand Dollars (\$15,000.00)
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(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$15,000.00	42710	11000	10020	SNAP Support						

ACCEPTANCES AND APPROVALS	(23) STATUTORY AUTHORITY CGS Sec 22-4c(a)(2) as amended. PA 25-168
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(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)	TITLE	DATE
(25) AGENCY (AUTHORIZED OFFICIAL)	TITLE	DATE
(26) ATTORNEY GENERAL (APPROVED AS TO FORM)		DATE

APPENDIX A
SCOPE OF WORK

- I. Title and Contract Description:** This Section I summarizes the purpose of the Contract, includes a Contract title and description, and a list of funding sources. It is not intended to define the actual scope of work to be performed by the Contractor which is contained in Section II below.

The Contractor agrees to fulfill a Contract entitled **Eastside Farmers Market Expansion** funded by Public Act 25-168.

Through the work of this Contract, the Contractor shall enhance the new Eastside Plaza through weekly farmers' market nights to create a safe, accessible gathering space for the Manchester community while increasing food access.

As a result of this Contract, the Contractor shall:

1. Strengthen community connection and access to local food;
2. Increase farmers' market attendance;
3. Increase Supplemental Nutrition Assistance Program (SNAP) and Electronic Benefits Transfer (EBT) benefit redemption by 15-20%; and
4. Enhance farmers' market promotion, customer education, and provide streamlined transaction support.

II. Contract Amount, Completion Date and Tasks:

The Contract amount shall not exceed \$15,000.00. The Contract shall be completed by June 14, 2027. The Contractor shall perform the Contract tasks at 153 Spruce Street in Manchester, CT, 06040.

- A.** Through completion of the following tasks, the Contractor shall increase access to CT Grown products, increase nutrition benefit redemption, and increase attendance at the Eastside Farmers' Market.

Tasks

1. Hire a Market Coordinator.
2. The Market Coordinator shall coordinate vendor communications and weekly logistics, and conduct targeted promotional efforts to increase weekly farmers' market attendance and SNAP and FMNP redemption.
3. The Market Coordinator shall manage SNAP/EBT transactions and redemption.
4. Hire performers.
5. The Contractor shall cause to occur the delivery of entertainment and live performances at the Eastside Farmers' Market.

- B.** Through completion of the following tasks, the Contractor shall track relevant outcomes and impacts of the Contract. All data shall be reported in the Final Report as required under Appendix F.

Tasks

1. The Contractor shall track and report the following information when applicable.
 - i. Number of community members reached through expanded food benefit doubling initiatives.
 - ii. Outreach performance, including the number of social media posts, reach and impressions, and any publications or promotional materials produced.
 - iii. Market attendance compared to previous years.
 - iv. Staff contributions to the project, including hours worked, assigned roles, and key responsibilities.

C. Timeline

Contract Task	Anticipated Completion
<i>Tasks in Section II, A, Tasks 1-5.</i>	April 1, 2027
<i>Tasks in Section II, B, Task 1.</i>	May 15, 2027
Complete and submit final reporting requirements in accordance with Appendices B-F to DOAG staff.	Thirty (30) days prior to the expiration of this Contract

III. Budget: The Contractor shall adhere to the budget below. The Contractor is responsible for supplying as many staff hours as may be necessary to meet the Contract work requirements. The Contractor shall maintain and keep internal records of staff time. DOAG reserves the right to request internal time records if necessary. See Appendix B: Payment Terms for additional information.

Expense Category	Contract Funds	Cash Match	Total Cost
Salary	\$10,000		\$10,000
Subcontractor/Consultant	\$5,000	\$75	\$5,075
Subtotal	\$15,000		\$15,075
	Contract Amount Not to Exceed: \$15,000		Total Amount: \$15,000

A. The Contractor is not required to provide Cash or In-Kind Match to the project. Funds shall be reimbursed to the Contractor as provided in Appendix B: Payment Terms.

B. Budget Justification:

1. **Salary: \$10,000**
 - a. Market coordinator.
2. **Subcontractor/Consultant: \$5,075**
 - a. Performers: \$5,075

IV. Additional Requirements:**A. Submission of Materials.**

For the purposes of this Contract, all correspondence, summaries, reports, products, and extension requests shall be submitted to:

Ms. Erin Windham
 Department of Agriculture
 Bureau of Ag Development & Resource Conservation
 Suite 703 450 Columbus Blvd.
 Hartford, CT 06103
 Email: Erin.Windham@ct.gov

B. Final Reports.

Thirty (30) days prior to the expiration date of this Contract, the Contractor shall submit to the Program Coordinator, a final report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of the Contract have been met. See Appendix F, Final Report Template for information on the final report.

C. Final Financial Report.

The Contractor shall submit a final financial report thirty (30) days prior to the expiration date of this Contract to the Program Coordinator, with supporting documentation sufficient to demonstrate expenditures identified in the Contract, and compliance with all financial reporting. The sample format is shown in Appendix E.

D. Invoice with Expense Documentation.

See Appendix B: Payment Terms

E. Staffing.

The Contractor shall report with timesheets detailing hours worked, as a part of the reporting process to receive reimbursement for staff or subcontractor time. Staff and subcontractors shall be designated by the Contractor.

F. Contract Completion Site Visit.

After the final report, final financial report, and invoice have been submitted, a representative of the Commissioner of Agriculture shall be entitled to conduct a site visit to confirm completion of Contract Tasks.

G. Leased Property (If Applicable).

The Contractor acknowledges and confirms that it has written consent from its landlord to make any improvements covered by the Contract. The written consent is attached as Appendix G to this Contract.

H. Insurance.

Contractor agrees to carry Commercial General Liability insurance of at least \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include: Premises and Operations, Independent Contractors, Products and Completed Operations and Contractual Liability. If a general aggregate shall be used, the general aggregate shall be twice the occurrence limit. The policy shall name the State of Connecticut, the Department of Agriculture as additional insureds. Contractor's insurer shall have no right of recovery or subrogation against the State of Connecticut and DOAG and the described insurance shall be primary. In addition, Contractor shall carry Worker's Compensation Insurance, as necessary, in the amount required by law covering the entire period of the Contract and any extension thereof. The insurance policy shall provide that the insurer shall defend the State of Connecticut and DOAG as if it were not the Sovereign; provided however, that nothing herein shall constitute, or be deemed to constitute, a waiver of sovereign immunity.

I. Permits.

No work shall commence until all required local, state and federal permits and approvals have been obtained by the Contractor. At the conclusion of the Contract, all inspections in accordance with local, state and federal permits shall be completed before DOAG's Contract Site Completion Site Visit may occur. If the Contract work requires a Certificate of Occupancy, these must be submitted to DOAG with the Final Financial Report, sample referenced in Section IV, C.

J. Amendments.

Written amendment of the Contract is required for changes to terms and conditions specifically stated in

the original Contract and any prior amendments, including but not limited to:

- a. the Contract's tasks
- b. due dates for reports
- c. completion date of objectives or services,
- d. budget changes of 20% or more (in no event will the maximum amount of the Contract be increased), and
- e. any other Project changes determined material by DOAG including change of Contract stakeholders or key personnel integral to fulfillment of the Contract.

K. Acknowledgement of Funding.

Any and all printed, digital and multimedia materials produced by or on behalf of the Contractor, in association with, or as a result of this funding, must contain funding credits and the applicable logo as specified below. This shall include but not be limited to all signage produced or distributed, any publicity solicited materials, brochures and all press releases for events or associated activities, or any other multimedia products of the grant, including but not limited to radio and audio-visuals, social media posts or event signage, any produced material, publication, interviews, farm tours, videos.

The funding credit, along with the applicable logo as specified below, when possible, must include: *Funding for this project was paid for by Public Act 25-168. Funding is awarded and administered by the Connecticut Department of Agriculture.*

All funding credits should be prominently displayed as part of the messaging in the same font size and same logo size as all contractors, and all sponsors listed, in tag lines and on all visuals in a manner approved by the Program Coordinator. If materials are produced without acknowledging the appropriate funding source or reducing the visibility of the Department's role in the project, the Department reserves the right not to fund the item under the terms of this contract. Additionally, should any structure be funded in whole or in part by this Contract, the Contractor shall recognize the contribution of DOAG by placement of a plaque, provided by DOAG, in plain view stating: *This project was funded in part by the Connecticut Department of Agriculture through Public Act 25-168.*

L. Use of Logos. Publication of Materials.

To ensure consistent and appropriate recognition of funding and program alignment, the following guidelines apply to the use of logos in all grant-related materials and communications:

1. Connecticut Department of Agriculture (CT DoAg) Logo: The CT DoAg logo shall be used to identify the Connecticut Department of Agriculture as a funder of the project. This includes, but is not limited to, the following types of projects and materials:
 - Infrastructure development or improvements
 - Acquisition of materials or equipment
 - Printed materials such as brochures, signage, or reports
 - Digital materials including websites, social media graphics, and presentations
2. CT Grown Logo: The CT Grown logo shall only be used when referencing, promoting, or highlighting the use or incorporation of farm products that conform to the definition of CT Grown. For more information on the CT Grown program and logo usage guidelines, visit www.CTGrown.org.
3. Logo Requests and Clarification: The Contractor shall contact the Program Coordinator with any questions regarding appropriate logo usage and to request official logo files. Requests should be made in a timely manner and in accordance with other review timelines outlined in this Contract.

The Contractor must obtain written approval from Program Coordinator prior to distribution or

publication of any printed or electronic material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case-by-case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

M. ADA Publication Statement.

For all public notices printed in newspapers, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Agriculture is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 713.2528 or Nathan.Wilson@ct.gov

If the material(s) being published do not have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Agriculture is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 713.2528 or Nathan.Wilson@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

If the material(s) being published have a meeting or event associated with them, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Agriculture is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 713.2528 or Nathan.Wilson@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

N. Calculation of Certain Contractor Costs.

The cost of an item of equipment is the net invoice cost of the item, including necessary modifications for which it was acquired, fabricated, or constructed. Other charges such as the cost of installation, transportation, taxes, insurance, and the like, may be included or excluded from the unit acquisition cost in accordance with the Contractor's regular accounting practices. See Appendix B Payment Terms for additional information regarding reimbursement.

O. Ownership, Transfer, Sale, Repurpose, and Disposal of Equipment.

The Contractor purchasing any equipment with funds provided under Contract is encouraged to use such funds to purchase only American-made equipment or products. If the Contractor wants to purchase non-American-made products, the Contractor shall make this request to DOAG, in writing, with justification as to why American-made equipment is not available.

Title to equipment acquired under this Contract shall vest, upon acquisition, with the Contractor. If the Contractor breaches this Contract, ownership and possession of the equipment shall be vested in the State, at the State's discretion. The Contractor shall properly insure and maintain the equipment throughout the life of the Contract.

If any equipment purchased in whole or in part with funds from the Contract is no longer needed by the Contractor within five (5) years after the Contract Period, and the per unit fair market value of the equipment is less than \$5,000, the Contractor may retain, transfer, sell, repurpose, or dispose of the equipment with no further obligation to DOAG. If the per unit fair market value is \$5,000 or more, then the Contractor must submit a written request to DOAG for permission to transfer, sell, repurpose, or dispose of the equipment.

APPENDIX B
PAYMENT TERMS

- I.** The maximum amount payable under this Contract shall not exceed the Obligated Amount indicated on page one (1) of the Contract.
- A.** The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Contract, prior to expiration of this Contract, provided that the total sum of all payments shall not exceed the maximum Contract amount noted above.
- B.** Payment shall be made to the Contractor based on the following payment requirements and schedule:
1. An advance of 80% of Contract funds may be requested. The Program Coordinator shall consider all advance requests.
 2. The remaining Contract funds shall be paid to the Contractor upon Contract completion, and submission to the Program Coordinator of all necessary reporting and invoicing as further described in Sections D, E and F, below.
- C.** Following completion of the Contract to the Commissioner's satisfaction, the review and approval of a final report, final financial report, and associated documentation demonstrating that all the elements of Appendix A have been met, final payment shall be issued.
1. Final payment shall only be processed and is contingent upon receipt of items in accordance with Sections D, E and F below, with any required supporting documentation, subject to review and approval by DOAG.
 2. Total sum of all payments shall not exceed the total Contract award.
 3. Incomplete work shall not be reimbursed under this Contract.
- D.** All expenses and expense documentation associated with the total Contract costs, shall accompany the final financial report to justify the eligible reimbursement amount. Such expense documentation shall include the following, as applicable:
1. Detailed/itemized receipts showing a zero balance.
 2. Detailed/itemized invoices with proof of payment. Proof of payment may include a copy of a cancelled check, credit card payment, among others.
 3. Timesheets showing hours worked for proof of expense eligibility.
 4. Bills of Lading.
 5. COD receipts.
- E.** Invoices from the Contractor to DOAG identifying the amount to be paid, must include the purchase order number, Contract title, dates and description of services covered by the invoice, and shall be submitted to:
- Ms. Erin Windham
Department of Agriculture, Bureau of Ag Development & Resource Conservation
450 Columbus Blvd., Suite 703, Hartford, CT 06103
Email: Erin.Windham@ct.gov
- The final invoice shall be submitted to the Program Coordinator along with the final report and final financial report at least 30 days prior to Contract end date.
- F.** If the Contractor cannot complete the Contract, or expends less than the previously disbursed Contract amount, the Contractor shall reimburse DOAG for any funds received for incomplete work. Any overpayments must be refunded to the DOAG through a check made payable to "State of Connecticut" within 90 days after the Contract expiration date.
- G.** The ability to obtain Contract funds shall terminate at the end of the Contract Period as indicated on page one (1) of the Contract.

APPENDIX C
ALLOWABLE AND UNALLOWABLE COSTS

Please see Appendix A, Section III, B for allowable costs.

APPENDIX D
SAMPLE PERIODIC PROGRESS REPORT

Not applicable.

APPENDIX E
SAMPLE FINAL FINANCIAL REPORT

Grant Purchase Order (PO) Number: _____

Expense Category	Contract Grant Funds Awarded	Grant Funds Spent	Cash Match	In-Kind Match	Total Cost
Salary					
Rental of Equipment					
Equipment					
Subcontract/Consultant					
Materials & Supplies					
Food Benefit Doubling					
Other					
Subtotal					
	Contract Amount Not to Exceed: \$	Grant Funds Spent: \$	Cash Match Spent: \$	In-Kind Match Spent: \$	Total Amount: \$

APPENDIX F
FINAL REPORT TEMPLATE

The following format must be used when writing and submitting the final report:

- A.** The final report must include the following information on the cover page:
- Name of awarded business, organization, or agency
 - 2026 SNAP Support Grant
 - Organization logo (if applicable)
 - Name of point of contact
 - Project title
 - Date report is submitted
- B.** Project Purpose and Implementation
- Introduce your organization and usual operations before the Project was completed.
 - Describe the purpose of the Project and why the Project was needed.
 - Summarize the specific tasks or procedures involved in completing the Project.
- C.** Project Impact
- What was the impact of the Project? Provide impacts for the short and long term whenever possible.
 - What results have been observed upon completing the Project?
 - Did the Project deliver the anticipated effects on anticipated project beneficiaries? Why or why not?
 - Provide specific quantities whenever possible, and especially for the following Agricultural Enhancement Grant activities:
 - Number of community members reached through expanded food benefit doubling initiatives.
 - Outreach performance, including the number of social media posts, reach and impressions, and any publications or promotional materials produced.
 - Staff contributions to the project, including hours worked, assigned roles, and key responsibilities.
 - Number of new and beginning farmers, veteran farmers, and other socially disadvantaged producers who benefit from the awarded project.
 - Track the development materials such as resources, trainings, handbooks, or guides, including those translated into multiple languages.
- D.** Lessons Learned
- What were some positive and/or negative results and conclusions from the Project?
 - Provide any unexpected outcomes or results that were an effect of implementing this Project.
- E.** Additional Information
- Provide photos (before and after, if applicable), electronic or hard copies of materials produced, hyperlinks to reports, webpages, or other documents produced.
- F.** Success Story
- Provide a short paragraph summarizing the Project, the commodity(ies) of focus, what the Project accomplished, how the accomplishments of the grant benefited your organization and worked towards its long-term goals, as well as overall viability and sustainability of Connecticut agriculture.

APPENDIX G
LANDLORD CONSENT

Not applicable.

APPENDIX H
STANDARD TERMS AND CONDITIONS
Updated September 2025

1. Definitions.

- a) Cancellation. An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
- b) Claims. All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- c) Commissioner. The Commissioner of Agriculture (Commissioner) or the Commissioner's duly designated agent.
- d) Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- e) Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- f) Contract. This agreement, as of its effective date, between or among the Parties.
- g) Contractor Parties. Contractor Parties shall be defined as a Contractor'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 Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- h) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- i) Execution. This Contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- j) Expiration. An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.
- k) Goods. For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in Appendix A.
- l) Goods or Services. Goods, services or both, as specified in the Solicitation and set forth in Appendix A.
- m) Parties. The Department of Agriculture (DOAG or Agency) and the Contractor.
- n) Perform: For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.

- o) Records. All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, 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.
- p) Services. The performance of labor or work, as specified in the Solicitation and set forth in Appendix A.
- q) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes.

The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services ("DAS"), even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.

- r) State. The State of Connecticut, including DOAG and any office, department, board, council, commission, institution or other agency of the State.
 - s) Termination. An end to the Contract prior to Expiration, whether effected pursuant to a right which the Contract creates, or for a breach.
 - t) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
 - u) "Artificial Intelligence" has the same meaning as provided in Conn. Gen. Stat. § 4a-2e, as may be amended.
2. Term of Contract. The Contract shall be in effect upon the execution of the Contract through the expiration or earlier termination of the Contract.
 3. Description of Goods or Services. The Contractor shall perform as set forth in Appendix A. For purposes of this Contract, to perform and the performance in Appendix A is referred to as "Perform" and the "Performance."
 4. Advertising. The Contractor shall not refer to contracts with the state for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the Agency's prior written approval.
 5. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld. Unless specifically authorized in writing by the State, on a case by case basis, the Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Contract such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.
 7. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
 8. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.
 9. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both Parties and, if applicable, approved by the Connecticut Attorney General.
 10. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not

inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract. Item 9.a.6

11. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
12. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the State's competitive selection process as outline in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by § 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DOAG with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
13. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
14. Audit Requirements for Recipients of State Financial Assistance. 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 the Department 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.
15. Affirmative Action and Sexual Harassment Policy. The Contractor agrees to comply with DOAG's Affirmative Action and Sexual Harassment Policies, which is available for review and download on DOAG's web site.
16. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DOAG may cancel the Contract if the Contractor fails to comply with the Act.
17. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State 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 the Contract. To the extent that this section conflicts with any other section, this section shall govern..
18. Termination.
 - a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency 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.
 - b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
 - c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the

Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

- d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- f) For breach or violation of any of the provisions in the section concerning representations and warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

19. Indemnification.

(a) Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) third party Claims arising, directly or indirectly, in connection with the Contract; 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 or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. Contractor'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 Contractor's bid, proposal or any Records, any intellectual property rights that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.

(b) Contractor shall not be responsible for indemnifying, defending 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) Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.

(d) Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the acts giving rise to the Claims or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.

(e) Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

20. Severability. If any terms or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
21. Waiver. No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity. A Party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
22. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, as further described in Appendix A, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all applicable permits, licenses, and fees, to give all required notices and comply with all applicable federal, state and local laws, ordinances, rules and regulations.
23. Forum and Choice of Law. The parties deem the Contract 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 Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, 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 Contractor 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.
24. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach (the "Notice") to the breaching Party and as appropriate, afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the Notice. In the case of a Contractor breach, any other time period which DOAG sets forth in the Notice shall trump the aforementioned ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure, but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If DOAG believes that the Contractor has not performed according to the Contract, DOAG may withhold payment in whole or in part pending resolution of the Performance issue, provided that DOAG notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Appendix B.
26. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be

stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

27. Protection of Confidential Information.

- b) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- c) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - 1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - 2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 3) A process for reviewing policies and security measures at least annually;
 - 4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- d) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- e) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- f) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

29. Contractor Responsibility. The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact with DOAG concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues.

30. Nondiscrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
- x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color,

religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such section. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box: c

31. 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 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.

- c) 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-SDLC-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.
32. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
33. Provisions of Law Incorporated by Reference. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted and made a part of this Contract and this Contract shall be read and enforced as though such provisions were incorporated into this Contract. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
34. 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 Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
 - b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor 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 Contractor 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) The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
 - e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor 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 Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - f) The Contractor 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 Contractor shall cooperate with an exit conference.
 - g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
35. Title to Equipment. Title to equipment purchased under this Contract shall vest in the Contractor. If the Contractor determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Contractor shall inform the DOAG in writing within 30 days of such determination. Such equipment shall be transferred by the Contractor to a third party approved by the DOAG for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to the DOAG for use for grant purposes or it shall be disposed in accordance with 43 CFR Part 12 12.72.
36. Tangible Personal Property.

- a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
37. Antitrust. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, et seq. and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, et seq., including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
38. 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.
39. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to

FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

40. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
41. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
42. Certifications Regarding Lobbying, Byrd Anti-Lobbying Amendment. The Contractor shall not use any of the funds provided in this Contract to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following Federal actions:
 - a) The awarding of any Federal contract.
 - b) The making of any Federal grant.
 - c) The making of any Federal loan.
 - d) The entering into of any cooperative agreement.
 - e) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
43. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

(Begin HIPAA provisions.)

44. Health Insurance Portability and Accountability Act.

- a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- d) The Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and

e) The Contractor and the Client Agency agree to the following in order to secure compliance with HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), (Pub. L. 111-5, §§ 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").

f) Definitions

- (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- (2) "Business Associate" shall mean the Contractor.
- (3) "Covered Entity" shall mean the Client Agency.
- (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
- (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. § 17921(5)).
- (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.

- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards..
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.

- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
- (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the Individual's PHI;
 - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
 - (D) amend PHI in the Individual's Designated Record Set
- the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
- (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
- (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
 - 2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
 - 4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.

5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.
- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (h) Permitted Uses and Disclosure by Business Associate.
- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions
- (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(k) Term and Termination.

- (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction

infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1)Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2)Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3)Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5)Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards. (all as amended)
- (6)Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

(End HIPAA provisions.)

45. Access to Contract and State Data.

The Contractor shall provide to the Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning the Contract and the Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Agency in a format prescribed by the Agency and the State Auditors of Public Accounts at no additional cost.

46. Iran Investment Energy Certification.

- (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California

Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

47. Large State Contract Representation for Official or Employee of State Agency.

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

48. Large State Contract Representation for Contractor

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

- (1) That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
- (2) That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
- (3) That the Contractor is submitting bids or proposals without fraud or collusion with any person.

49. Call Center and Customer Service Work.

Contractor shall perform all required state business-related call center and customer service work entirely within the State of Connecticut. If Contractor performs work outside of the State of Connecticut and adds customer service employees who will perform work pursuant to this Contract, then Contractor shall employ such new employees within the State of Connecticut prior to any such employee performing any work pursuant to this Contract.

50. Compliance with Consumer Data Privacy and Online Monitoring.

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

51. Artificial Intelligence.

1. During the Term, Contractor shall respond to Client Agency and DAS' information requests, no later than fifteen (15) Business Days from the date the Contractor receives a request, regarding (i) the use of Artificial Intelligence in any Deliverable or Performance by providing the data sets being collected and algorithms being used by the Contractor relating to such use, and (ii) the ongoing monitoring, assessment protocol and tools used by Contractor relating to the Artificial Intelligence used in any Deliverable or Performance. Contractor's response and data shall be delivered in a format acceptable to the Client Agency or DAS, as applicable.

2. If during the Term Contractor introduces Artificial Intelligence functionality into a Deliverable or any portion of a Deliverable that was not originally included in the Deliverables or Performance, Contractor shall provide DAS and the Client Agency the option, in DAS and Client Agency's sole discretion, to opt in or opt out of that Artificial Intelligence. Contractor shall not implement any such Artificial Intelligence without DAS' and the Client Agency's prior express written authority. Notwithstanding the foregoing, Contractor shall, no later than fifteen (15) Business Days after receiving a written request from DAS or the Client Agency, provide Artificial Intelligence functionality including, but not limited to, data sources and algorithms for any Deliverable or Performance.

3. No Artificial Intelligence used in a Deliverable or Performance shall (i) result in any unlawful discrimination against any individual or group of individuals, or (ii) have any unlawful disparate impact on any individual or group of individuals on the basis of any actual or perceived differentiating characteristic, including, but not limited to, age, genetic information, color, ethnicity, race, creed, religion, national origin, ancestry, sex, gender identity or expression, sexual orientation, marital status, familial status, pregnancy, veteran status, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including but not limited to blindness, or lawful source of income.

52. Consulting Agreements Representation. (For PSA contract of \$50,000 or more)
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)
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Start Date	End Date	Cost
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The basic terms of the consulting agreement are: _____

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

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**TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO**

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: BRIAN WOLVERTON, BUDGET & RESEARCH OFFICER
SUBJECT: APPROPRIATION REQUEST
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background

The Town has been awarded a total of \$2.3 million in Legislatively Directed Funds from the State of Connecticut. This amount consists of \$1.0 million awarded during FY2026 and an additional \$1.3 million awarded as part of the State’s FY2027 budget.

The FY2026 award was not previously appropriated while the Town evaluated potential uses for the funding and identified projects that would provide the greatest benefit while also considering project readiness, timing, and other available funding sources. The Town has now identified a group of projects and capital needs to be supported with these funds.

Proposed Uses

Project	Amount
Various Capital Improvement Plan Items	\$219,000
Northwest Park Pavilion & Walkway Lighting	\$33,419
Robertson Park Improvements	\$597,581
Highland Park School Playground Improvements	\$150,000
New Municipal Senior Center	\$1,300,000
Total	\$2,300,000

Various Capital Improvement Plan Items: \$219,000

Funding will support several projects contained within the Town’s existing Capital Improvement Plan for FY27. Specific projects will be selected based on project schedules, readiness, available funding, and other considerations. Potential uses include the purchase of picnic tables; rehabilitation of outdoor tennis and basketball courts and bicycle paths; re-lamping of athletic fields; and replacement of wood railings and fencing along Town trails.

Northwest Park Pavilion & Walkway Lighting: \$33,419

Funding will support repairs and upgrades to the pavilion at Northwest Park, which is available

for rental by members of the public, as well as the installation of lighting along nearby walking paths.

Robertson Park Improvements: \$597,581

Funding will support improvements to Robertson Park intended to enhance recreational opportunities and public use of the facility. Potential improvements include new pickleball courts and other recreational amenities.

Highland Park School Playground Improvements: \$150,000

Funding will support repairs and improvements to the playground at Highland Park Elementary School, including replacement or installation of playground equipment and related infrastructure improvements.

New Municipal Senior Center: \$1,300,000

Funding will support the initial phase or phases of development of a new municipal Senior Center. Eligible costs are expected to include activities associated with acquisition and redevelopment of a facility or property, including potential purchase, demolition, renovation, site preparation, or related project costs.

Recommendation

It is recommended that the Board of Directors appropriate \$2,300,000 in State Legislatively Directed Funds (LDF) to support a variety of municipal capital and recreational improvements.

Financial Impact

The proposed expenditures will be supported entirely through State Legislatively Directed Funds. The appropriation therefore does not require additional local tax revenue. To the extent these funds are applied to projects already included in the Town’s Capital Improvement Plan, the grant funding will also reduce the amount that would otherwise need to be supported through local capital resources or future borrowing.

Proposed Action

Motion to appropriate \$2,300,000 in State of Connecticut Legislatively Directed Funds for the municipal capital and improvement projects described in the memo dated September 15th 2026.

Agenda Information

2026 Parks and Recreation State Grant.....	\$2,300,000
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to be funded by a Legislative Directed Funds grant, for the purpose of funding various parks and recreation capital projects.

Account Information:

Recommendation: create one new SG account with projects divided into new object codes, to allow for administrative reallocation as needed.

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
FY27 Parks CIP		New	SG New	\$219,000
NW Park Pavillion and Lighting		New	SG New	\$33,419
Robertson Park Improvements		New	SG New	\$597,581
Highland Park Playground		New	SG New	\$150,000
Senior Center		New	SG New	\$1,300,000
			TOTAL	\$2,300,000

Funding Source Information:

Grant Name:	Legislatively Directed Funds
Grant Type (Federal, State, Other):	State
Award Period:	7/1/26-6/30/27
Department Contact Person:	Brian Wolverton, Budget & Research Officer
Authorizing Statute #	PA 26-68



**TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO**

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: BRIAN WOLVERTON, BUDGET & RESEARCH OFFICER
SUBJECT: APPROPRIATION REQUEST - CHENEY HALL IMPROVEMENTS
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background

The Town has been awarded \$50,000 in Legislatively Directed Funds from the State of Connecticut to support repairs and improvements to Cheney Hall.

The proposed improvements address building maintenance and facility needs, including interior repairs, auditorium improvements, and upgrades to the building’s HVAC control system.

Proposed Uses

Project	Amount
Interior North Stairwell & Wall Repairs	\$9,284
Auditorium Ceiling Painting & Improvements	\$10,716
HVAC Controls Improvements	\$30,000
Total	\$50,000

Interior North Stairwell & Wall Repairs – \$9,284

Funding will support repairs to the interior north stairwell and adjacent wall areas at Cheney Hall.

Auditorium Ceiling Painting & Improvements – \$10,716

Funding will support painting and related improvements to the interior auditorium ceiling.

HVAC Controls Improvements – \$30,000

Funding will support improvements to the building’s HVAC control system to improve the operation and management of heating, ventilation, and air conditioning equipment.

Financial Impact

The proposed expenditures will be supported entirely through State Legislatively Directed Funds and will not require additional local tax revenue. The grant provides an opportunity to

address needed repairs and building-system improvements at Cheney Hall using outside funding.

Proposed Action

Motion to appropriate \$50,000 in State of Connecticut Legislatively Directed Funds for repairs and improvements to Cheney Hall.

Agenda Information

Cheney Hall 2026 State Grant..... \$50,000

to be funded by State Legislatively Directed Funds, for the purpose of facility improvements at Cheney Hall.

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
2026 Cheney Hall State Grant		7000	SG NEW	\$50,000
			TOTAL	\$50,000

Funding Source Information:

Grant Name:	Legislatively Directed Funds- Cheney Hall Improvements
Grant Type (Federal, State, Other):	State
Award Period:	7/1/26 - 6/30/27
Department Contact Person:	Brian Wolverton, Budget & Research Officer
Authorizing Statute #	PA 26-68



TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO

TO: STEVE STEPHANOU, TOWN MANAGER

FROM:

SUBJECT: APPROPRIATION REQUEST

DATE: OCTOBER 6, 2026

CC: BOARD OF DIRECTORS

Background:

The grant program awards \$21 million in grants to municipalities. The Town of Manchester applied for the grant for FY2027 and was recently notified that it has been awarded the total amount of \$6,000. The grant award will continue to support the improvement of records preservation and management.

Discussion:

General Fund Impact:

Agenda Information (Attach background documentation)

Example:

State and Federal \$6,000.00

to be funded by the State of Connecticut, Connecticut State Library, for the purpose of preserving and managing historic documents.

Account Information:

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
State and Federal Grants	2603401	4300	SG049	\$6,000.00
			TOTAL	\$6,000.00

Funding Source Information:

Grant Name:

Grant Type (Federal, State, Other):

Award Period:

Department Contact Person (staff member overseeing the grant funds):

Grant CDFA# or

Authorizing Statute #



TOWN OF MANCHESTER, CONNECTICUT
APPROPRIATION APPROVAL MEMO

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: MATTHEW GEARY, SUPERINTENDENT
SUBJECT: APPROPRIATION REQUEST
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

Background:

Manchester Public Schools will receive one-time funding of State Aid in the amount of \$5,247,464.

Discussion:

The Town received one-time supplemental education funding from the State of Connecticut as part of the FY27 state budget. These funds are restricted for educational purposes and are being provided to support the Board of Education's FY27 educational expenditures. The funding is in addition to the Town's locally appropriated education funding and is not intended to replace or supplant local education funding. Consistent with the state legislation, the funds are restricted to educational purposes and are authorized for expenditure by the Board of Education. The supplemental aid was incorporated into the Town's FY27 education funding structure and does not represent recurring local education revenue.

General Fund Impact: None

Agenda Information

Manchester Public Schools..... \$ 5,247,464
to be funded by State of Connecticut, for the purpose of offsetting cost for health insurance expenses.

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
Connecticut State Aid	580 99888	5220	58027	\$5,247,464
			TOTAL	\$5,247,464

Funding Source Information:

Grant Name: Connecticut State Aid
Grant Type (Federal, State, Other): State
Award Period: FY 26/27
Department Contact Person (staff member overseeing the grant funds): Matthew Geary
Grant CDFA# 58027

Town of Manchester
Board of Education

To: Manchester Board of Education

From: Matthew Geary, Superintendent of Schools

Subject: Permission to apply and Item for Appropriation for Connecticut State Aid for FY 26-27

Date: June 23, 2026

Background:

Manchester Public Schools will receive one time funding of State Aid in the amount of \$5,247,464.

Discussion/Analysis:

Funds will be used to offset the cost of FY 2026-2027 local budget which will be used for health insurance expenses throughout the year.

Financial Impact: None to the Board of Education

Other Board/Commission Action: None

Recommendations: The Superintendent recommends that the Board of Education give permission to apply for and requests the Board of Directors to establish an appropriation for the FY26-27 State Aid in the amount of \$5,247,464.

Matthew Geary

Matthew Geary
Superintendent of Schools
Manchester, CT
July 27, 2026

**Town of Manchester, Connecticut****BOD Presentation MEMO**

To: Steve Stephanou, Town Manager
From: Kasia Purciello, Deputy Town Manager
Subject: Quality of Life Subcommittee Ordinance Change Recommendations
Date: October 6, 2026
CC: Board of Directors

Background

The Board of Directors established the Quality-of-Life Task Force on July 7, 2026 to review existing policies, assess needs, and develop actionable recommendations related to quality-of-life issues. The recommendations below are proposed changes to ordinances to support the Town's quality of life goals.

Recommended Changes:*Ch. 209 (Litter)*

- Adds a "Penalties for Offenses" section to the Litter Ordinance, to match the citation process already present in other sections of the Code (such as Noise, Ch. 223), whereby the act of littering is punishable by a \$100 fine.
- References the revised Property Maintenance Code (Ch. 242), wherein the accumulation of garbage/refuse/trash on "open private property" must be addressed within 10 days of notice from an inspector.

Ch. 226 (Public Nuisance)

- Eliminates Ch. 226, as it differs from a separate, more thorough definition of "public nuisance" found within the revised Ch. 242 (Property Maintenance).

Ch. 242 (Property Maintenance)

- Revises intent language within Ch. 242-1a justifying the Town's interest in addressing blighted properties, and preventing blight from occurring in the first place.

- Clarifies that property maintenance-related notices and citations can be issued by either the “code official” (the Chief Building Official) or a “Blight Enforcement Officer” (any Town staff appointed by the Town Manager), and inspections can be performed by either and/or their designees.
- Reduces of the amount of time given to correct blighted properties identified by the Blight Enforcement Officer from 60 days to 30 days, and a corresponding reduction in the length of the maximum extension allowed (60 days to 30 days)
 - Revision of the timeline given to correct blight issues specifically related to tall grass/weeds and garbage/refuse/trash to 10 days instead of 30.
 - Aligns the Town’s ability to remediate tall grass/weed issues with the same code language that already exists for litter/garbage in Ch.209: proposes that if a litter/garbage or tall grass/weeds issue is not corrected after 10 days, the Town would be authorized to directly remediate (in practice via contracted mowing or junk removal services) after an additional 15-day period.
- Revises the Code’s definition of “Blighted Premises”, which now clearly delineates between structures (broken windows, doors, roofs, chimneys, etc.) and premises (parking lots, vegetation, vehicles, junk storage, vermin, etc.), while strengthening restrictions around motor vehicles and the storage of other recreational vehicles.
 - Also inserts several provisions from existing sections 242-16 and 242-17 into the revised “Blighted Premises” definition so that they would not be eliminated under the new definition.

Ch. 251 (Abandoned Refrigerators)

- Eliminates Ch. 251 and includes the same language within the revised Ch. 242.

Ch. 279 (Streets & Sidewalks)

- Eliminates the requirement for two formal citations before Town staff are authorized to remove snow/ice from sidewalks after winter storms. Under this proposed language the Town would be able to cause sidewalks to be cleared after the issuance of one warning (24 hours after the end of a storm) and one citation (24 hours after the initial warning).

Ch. 298 (Tree/Tree Warden)

- Eliminates the requirement that trees and shrubs be “damaged or destroyed” in order to qualify under the “emergency removal” section.

- Adds the ability for the Town to “prune” in emergency cases in addition to the full removal of problem trees and shrubs.
- Grants the authority to suspend the requirements of Ch. 298 to the Town’s Tree Warden, to align with the State’s language around the powers of the Tree Warden (CGS Sec. 23-59).

Recommendation

It is recommended that the ordinance changes proposed are accepted.

Summary of Recommendations

Ch. 209 (Litter)

- Adds a “Penalties for Offenses” section to the Litter Ordinance, to match the citation process already present in other sections of the Code (such as Noise, Ch. 223), whereby the act of littering is punishable by a \$100 fine.
- References the revised Property Maintenance Code (Ch. 242), wherein the accumulation of garbage/refuse/trash on “open private property” must be addressed within 10 days of notice from an inspector.

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- Clarifies that property maintenance-related notices and citations can be issued by either the “code official” (the Chief Building Official) or a “Blight Enforcement Officer” (any Town staff appointed by the Town Manager), and inspections can be performed by either and/or their designees.
- Reduces of the amount of time given to correct blighted properties identified by the Blight Enforcement Officer from 60 days to 30 days, and a corresponding reduction in the length of the maximum extension allowed (60 days to 30 days)
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- Adds the ability for the Town to “prune” in emergency cases in addition to the full removal of problem trees and shrubs.
- Grants the authority to suspend the requirements of Ch. 298 to the Town’s Tree Warden, to align with the State’s language around the powers of the Tree Warden (CGS Sec. 23-59).

§ 209-1. Definitions.

For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given in this section:

AIRCRAFT — Any contrivance now known or hereafter invented, used or designated for navigation or for flight in the air. The word "aircraft" shall include helicopters and lighter-than-air dirigibles and balloons.

COMMERCIAL HANDBILL — Any printed or written matter, any sample or device, dodger, circular, leaflet, pamphlet, paper, booklet or any other printed or otherwise reproduced original or copies of any matter of literature:

- A. Which advertises for sale any merchandise, product, commodity or thing; or
- B. Which directs attention to any business or mercantile or commercial establishment, or other activity, for the purpose of either directly or indirectly promoting the interest thereof by sales; or
- C. Which directs attention to or advertises any meeting, theatrical performance, exhibition or event of any kind, for which an admission fee is charged for the purpose of private gain or profit; but the terms of this subsection shall not apply where an admission fee is charged or a collection is taken up for the purpose of defraying the expenses incident to such meeting, theatrical performance, exhibition, or event of any kind, when any of the same is held, given or takes place in connection with the dissemination of information which is not restricted under the ordinary rules of decency, good morals, public peace, safety and good order; provided that nothing contained in this subsection shall be deemed to authorize the holding, giving or taking place of any meeting, theatrical performance, exhibition, or event of any kind, without a license, where such is or may be required by any law of this state, or under any ordinances of this Town; or
- D. Which, while containing reading matter other than advertising matter, is predominantly and essentially an advertisement, and is distributed or circulated for advertising purposes, or for the private benefit and gain of any person so engaged as advertiser or distributor.

GARBAGE — Offal, swill, all kinds of house garbage, animal and vegetable matter, and all other refuse or waste liable to decay.

LITTER — "Garbage," "refuse," and "rubbish" as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

NEWSPAPER — Any newspaper of general circulation as defined by general law, any newspaper duly entered with the Postal Service of the United States, in accordance with federal statute or regulation, and any newspaper filed and recorded with any recording officer as provided by general law; and, in addition thereto, shall mean and include any periodical or current magazine regularly published with not less than four issues per year, and sold to the public.

NONCOMMERCIAL HANDBILL — Any printed or written matter, any sample, or device, dodger, circular, leaflet, pamphlet, newspaper, magazine, paper, booklet, or any other printed or otherwise reproduced original or copies of any matter of literature not included in the aforesaid definitions of a "commercial handbill" or "newspaper."

PARK — A park, reservation, playground, beach, recreation center or any other public area in the Town, owned or used by the Town and devoted to active or passive recreation.

PRIVATE PREMISES — Any dwelling, house, building, or other structure, designed or used, either wholly or in part, for private residential purposes, whether inhabited or temporarily or continuously uninhabited or vacant, and shall include any yard, ground, walk, driveway, porch, step, vestibule or mailbox belonging or appurtenant to such dwelling, house, building or other structure.

PUBLIC PLACE — Any and all streets, sidewalks, boulevards, alleys or other public ways and any and all public parks, squares, spaces, grounds and buildings.

REFUSE — All putrescible and nonputrescible solid wastes, including garbage, rubbish, ashes, incinerator residue and solid commercial and industrial wastes.

RUBBISH — Nonputrescible solid wastes consisting of both combustible and noncombustible wastes, such as paper, wrappings, cigarettes, cardboard, tin cans, yard clippings, leaves, wood, glass, bedding, crockery and similar materials.

VEHICLE — Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, including devices used exclusively upon stationary rails or tracks.

§ 209-2. Littering in public places.

No person shall throw or deposit litter in or upon any street, sidewalk or other public place within the Town except in public receptacles, in authorized private receptacle for collection, or in official Town disposal areas.

§ 209-3. Placing of litter in receptacles to prevent scattering.

Persons placing litter in public receptacles or in private receptacles shall do so in such a manner as to prevent it from being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

§ 209-4. Sweeping litter into public places; duty to keep sidewalks clean.

No person shall sweep into or deposit in any gutter, street or other public place within the Town the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalk in front of their premises free of litter.

§ 209-5. Merchants to keep sidewalks and public places free of litter.

No person owning or occupying a place of business shall sweep into or deposit in any gutter, street or other public place within the Town the accumulation of litter from any building or lot or from any public or private sidewalk or driveway. Persons owning or occupying places of business within the Town shall keep the sidewalk in front of their business premises free of litter.

§ 209-6. Throwing litter from vehicles.

No person, while a driver or passenger in a vehicle, shall throw or deposit litter upon any street or

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other public place within the Town or upon private property.

§ 209-7. Vehicles causing litter.

No person shall drive or move any truck or other vehicle within the Town unless such vehicle is so constructed or loaded as to prevent any lead, contents or litter from being blown or deposited upon any street, alley or other public place, nor shall any person drive or move any vehicle or truck within the Town, the wheels or tires of which carry onto or deposit in any street, alley or other public place mud, dirt, sticky substances, litter or foreign matter of any kind.

§ 209-8. Litter in parks.

No person shall throw or deposit litter in any park within the Town except in public receptacles and in such a manner that the litter will be prevented from being carried or deposited by the elements upon any part of the park or upon any street or other public place. Where public receptacles are not provided, all such litter shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere as provided herein.

§ 209-9. Littering fountains or bodies of water.

No person shall throw or deposit litter in any fountain, pond, lake, stream, bay or other body of water in a park or elsewhere within the Town.

§ 209-10. Depositing handbills on uninhabited premises.

No person shall throw or deposit any commercial or noncommercial handbill in or upon any private premises which is temporarily or continuously uninhabited or vacant.

§ 209-11. Distributing handbills at posted premises.

No person shall throw, deposit or distribute any commercial or noncommercial handbill upon any private premises, if requested by anyone thereon not to do so, or if there is placed on such premises in a conspicuous position near the entrance thereof a sign bearing the words: "No Trespassing," "No Peddlers or Agents," "No Advertisement," or any similar notice, indicating in any matter that the occupants of such premises do not desire to be molested or have their right of privacy disturbed, or to have any such handbills left upon such premises.

§ 209-12. Distributing handbills at inhabited private premises.

- A. Manner of delivery. No person shall throw, deposit or distribute any commercial or noncommercial handbill in or upon private premises which are inhabited, except by handing or transmitting any such handbill directly to the owner, occupant, or other person then present in or upon such private premises; provided, however, that, in case of inhabited private premises which are not posted, as provided in this chapter, such person, unless requested by anyone upon such premises not to do so, may place or deposit any such handbill in or upon such inhabited private premises, if such handbill is so placed or deposited as to secure or prevent such handbill from being blown or drifted about such premises or sidewalks, streets or other public places, and except that mailboxes may not be so used when so prohibited by federal postal law or regulations.

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- B. Exemption for mail and newspapers. The provisions of this section shall not apply to the distribution of mail by the United States, ~~nor to newspapers (as defined herein), except that.~~ Newspapers shall be placed on private property in such a manner as to prevent their being carried or deposited by the elements upon any street, sidewalk or other public place or upon private property.

§ 209-13. Dropping litter from aircraft.

No person in an aircraft shall throw out, drop or deposit within the Town any litter, handbill or any other object.

§ 209-14. Posting notices prohibited.

No person shall post or affix any notice, poster or other paper or device, calculated to attract the attention of the public, to any lamppost, public utility pole or shade tree, or upon any public structure or building, except as may be authorized or required by law.

§ 209-15. Litter on occupied private property.

No person shall throw or deposit litter on any occupied private property within the Town, whether owned by such person or not, except that the owner or person in control of private property may maintain private receptacles for collection in such a manner that litter will be prevented from being carried or deposited by the elements upon any street, sidewalk or other public place or upon any private property.

§ 209-16. Duty to maintain premises free of litter.

The owner or person in control of any private property shall at all times maintain the premises free of litter; provided, however, that this section shall not prohibit the storage of litter in private receptacles for collection.

§ 209-17. Litter on vacant lots.

No person shall throw or deposit litter on any open or vacant private property within the Town whether owned by such person or not.

§ 209-18. Penalties for offenses.

Any person or business in violation of any of the provisions of this chapter shall be deemed guilty of an offense and, upon conviction thereof, shall be fined in an amount not to exceed \$100. In lieu of arrest and issuance of a summons, a police officer may serve upon a violator an infraction notice which shall be known as a "litter ticket." Payment of the fine prescribed by such litter ticket within the time limit specified thereon shall constitute a plea of nolo contendere and shall save the violator harmless from prosecution for the offense cited.

§ 209-~~18~~-19. Clearing litter from open private property by Town; costs.

See § 242-6c.

~~A. Notice to remove. Upon designating a building or structure as blighted, unsafe, or in noncompliance with any provision of this chapter, the Blight Enforcement Officer or code~~

~~official shall issue to the owner a written notice of blighted or unsafe premises and shall order the owner to correct the blighted or unsafe condition within 30 days of the date of the notice. In the case of noncompliance related to the condition of shrubs, hedges, and plants, grass, weeds, or similar growths, and the accumulation of garbage/refuse/trash, correction(s) must be made within 10 days of the date of the notice. The Chief Building Official is hereby authorized and empowered to notify the owner of any open or vacant private property within the Town or the agent of such owner to properly dispose of litter located on such owner's property which is dangerous to public health, safety or welfare. Such notice shall be by registered mail, addressed to said owner at his last known address.~~

- ~~B. Action upon noncompliance. Upon the failure, neglect or refusal of any owner or agent so notified to properly dispose of litter dangerous to the public health, safety or welfare within 10 days after receipt of written notice provided for in Subsection A above, or within 10 days after the date of such notice in the event the same is returned to the Town post office because of inability to make delivery thereof, provided the same was properly addressed to the last known address of such owner, or agent, the Blight Enforcement Officer or code official shall the Chief Building Official is hereby authorized and empowered to pay for the disposing of such litter or to order its disposal by the Town.~~
- ~~C. Charge included in tax bill. When the Town has effected the removal of such dangerous litter or has paid for its removal, the actual cost thereof, plus accrued interest at the rate of 6% per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to the owner of such property on the next regular tax bill forwarded to such owner by the Town, and said charge shall be due and payable by the owner at the time of payment of such bill.~~
- ~~D. Recorded statement constitutes lien. Where the full amount due the Town is not paid by such owner within 30 days after the disposal of such litter, as provided for in Subsections A and B of this section, the Blight Enforcement Officer or code official Chief Building Official shall cause to be recorded in the Town Clerk's office a sworn statement showing the cost and expense incurred for the work, the date the work was done and the location of the property on which said work was done. The recordation of such sworn statement shall constitute a lien and privilege on the property, and shall remain in full force and effect for the amount due in principal and interest, plus costs of court, if any, for collection, until final payment has been made. The costs and expenses shall be collected in the manner fixed by law for the collection of taxes and, further, shall be subject to a delinquent penalty of 6% in the event same is not paid in full on or before the date the tax bill upon which said charge appears becomes delinquent. Sworn statements recorded in accordance with the provisions hereto shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily, and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated or described in the statement and that the same is due and collectible as provided by law.~~

~~§ 226-1. Definitions.~~

~~The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~**BUILDING OFFICIAL**—The Building Inspector or Chief Building Inspector charged with the duty to administer and enforce the State Building Code and this chapter.~~

~~**PUBLIC NUISANCE**—Buildings which are abandoned, boarded up, partially destroyed, by fire or otherwise, or partially constructed or uncompleted after building permits have expired.~~

~~§ 226-2. Examination of premises; issuance of order.~~

~~The Building Official shall examine or cause to be examined whether any piece of real property has been maintained so as to constitute a nuisance as defined in § 226-1. If the Building Official finds that a nuisance does exist, he shall obtain a title report as to the real property, which shall identify all owners of record, lessees of record, holders of mortgages, or other liens and encumbrances of record. He shall serve upon each such person having an interest in said real property by personal service or by certified mail, postage prepaid, return receipt requested, a written notice stating the nature of the nuisance and ordering the owner to commence either the required repairs, improvements, demolition, or other actions, whichever in his judgment shall be appropriate to abate the nuisance, within 30 days from the date of service of such notice, and to complete such work within 90 days from the date thereof. The notice shall be sent to each such person at his address as it appears on any public record kept by the Town, or as known to the Building Official. If no address of any such person so appears, then a copy of the notice shall be so mailed and addressed to such person at the address of the real property found to constitute a nuisance. The service by certified mail shall be effective on the date of mailing. In addition to such service, the Building Official shall cause at least one copy of the notice bearing title letters at least one inch high reading "NOTICE TO ABATE NUISANCE," to be posted conspicuously on the building, structure, or on the real property itself found to be a nuisance.~~

~~§ 226-3. Compliance with order.~~

~~The owner of the property which is subject to the order described in § 226-2 shall comply therewith as therein provided. The time for compliance with said order shall commence no later than 30 days from the date of service of said order.~~

~~§ 226-4. Abatement of nuisance; costs.~~

~~If the owner does not obtain the proper permits and does not physically commence the abatement of the nuisance within the time required for the commencement of said work, the Building Official is authorized to undertake the appropriate actions, such as repair, improvement, or demolition necessary to abate the nuisance in accordance with his order. The Building Official shall keep an itemized account of all expenses involved in the repairing, improving, or demolishing or other acts necessary to abate the nuisance. The Building Official shall mail a statement of such expenses to the property owner and to the holder of any interest of record along with a bill requiring the payment by the owner of the same within 30 days from the date of the mailing thereof. Such statement shall include expenses incurred in issuing said order by the Building Official, including the obtaining of a title report as required by § 226-2. If the bill is not paid in full on the due date,~~

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~~in addition to pursuing other legal remedies, the Building Official may prepare or cause to be prepared a lien for such expenses pursuant to and in accordance with General Statutes § 49-73b as amended, which lien may be recorded on the land records.~~

~~**§ 226-5. Penalties for offenses.**~~

~~A. Every person who shall cause or maintain a public nuisance as defined in § 226-1 shall be fined \$50 per day for each day that such public nuisance exists; or who shall willfully omit or refuse to comply with an order issued by the Building Official pursuant to § 226-2 shall be fined not more than \$100 for each day that such violation continues to exist.~~

~~B. Each day that a violation continues to exist pursuant to Subsections A and B herein shall constitute a separate offense.~~

~~**§ 226-6. Election of remedies.**~~

~~At the discretion of the Building Official, the following remedies may be pursued:~~

~~A. Criminal prosecution as provided by law;~~

~~B. Issuance and enforcement of an abatement order as provided in §§ 226-2 and 226-4;~~

~~C. Criminal prosecution and abatement proceedings concurrently.~~

ARTICLE I Administration

§ 242-1. Title; authority; scope; intent. [Amended 7-5-2016]

A. Title.

- (1) These regulations shall be known as the "Town of Manchester Property Maintenance Code," hereinafter referred to as "this code."
- (2) This chapter is enacted pursuant to the authority granted to the Town of Manchester under Connecticut General Statutes §§ 7-148(c)(7)(H)(xv), 7-148(c)(7)(A); 7-148(c)(7)(E); 7-148aa; 7-148jj; 7-148o; and 7-152c. The Board of Directors finds that blighted or unsafe buildings and other structures may pose a threat to the health, safety and general welfare of their occupants and other members of the public, ~~and such properties in a blighted condition contribute to the decline of neighborhoods, adversely affect the economic well-being of the Town of Manchester, and are in opposition to the health, safety, and welfare of residents. and may reduce the value and unreasonably interfere with the use and enjoyment of properties in the vicinity of such premises.~~ The Board of Directors also finds that buildings and structures within the Town of Manchester should not be allowed to become blighted or unsafe or to remain in such a condition.

B. Scope. This code is to protect the public health, safety and welfare in all existing residential premises, the exterior of all nonmunicipal, nonresidential premises and the exterior of all included municipal facilities by establishing minimum requirements and standards for premises, structures, equipment, and facilities for light, ventilation, space, heating, sanitation, protection from the elements, life safety, safety from fire and other hazards, and for safe and sanitary maintenance; fixing the responsibility of owners, operators and occupants; regulating the occupancy of existing structures and premises; and providing for administration, enforcement and penalties.

C. Intent. This code shall be construed to secure its expressed intent, which is to ensure public health, safety and welfare insofar as they are affected by the continued occupancy and maintenance of structures and premises. Structures and premises that do not comply with these provisions shall be altered or repaired to provide a minimum level of health and safety as required herein.

D. Referenced standards. The standards referenced in this code and listed in Article VII shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced standards, this code shall apply.

E. Existing remedies. The provisions in this code shall not be construed to:

- (1) Abolish or impair existing remedies of the jurisdiction or its officers or agencies relating to the removal or demolition of any structure which is dangerous, unsafe and unsanitary; or
- (2) Prevent the enforcement of other statutes, codes, ordinances or regulations which prescribe standards other than those provided in this article.

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F. Workmanship. All repairs, maintenance work, alterations or installations which are caused

directly or indirectly by the enforcement of this code shall be executed and installed in a workmanlike manner.

- G. Application of other codes. Any repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures and provisions of the Connecticut State Building Code and Connecticut State Fire Safety Code listed in Article VIII.
- H. No owner or other person having lawful possession or control of a building or other structure within the Town of Manchester shall permit the building or structure to become blighted or unsafe, as defined in § 242-13 below, or to remain in a blighted or unsafe condition.
- I. The provisions of this chapter are declared to be severable. If any section, sentence, clause or phrase of this chapter shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, clauses, sentences or phrases of the chapter, but they shall remain in effect, it being the legislative intent that this chapter shall stand, notwithstanding the validity of any part.

§ 242-2. Saving clause. [Amended 7-5-2016]

This code shall not affect violations of any other ordinance, code or regulation existing prior to the effective date hereof, and any such violation shall be governed and shall continue to be punishable to the full extent of the law under the provisions of those ordinances, codes or regulations in effect at the time the violation was committed.

§ 242-3. Maintenance of equipment, systems, devices and safeguards required. [Amended 7-5-2016]

All equipment, systems, devices and safeguards required by this code or a previous statute or code for the structure or premises when erected or altered shall be maintained in good working order. The requirements of this code are not intended to provide the basis for removal or abrogation of fire protection and safety systems and devices in existing structures.

§ 242-4. Use of approved materials and equipment; approval of alternatives. [Amended 7-5-2016]

- A. Approved materials and equipment. All materials, equipment and devices approved by the code official shall be constructed and installed in accordance with such approval.
- B. Modifications.
 - (1) Where there are practical difficulties involved in carrying out provisions of this code, the code official shall have the right to vary or modify such provisions, subject to the approval of the Municipal Board of Appeals (see § 242-11) upon application of the owner or the owner's representative, provided that the spirit and intent of the law is observed and that the public health, safety and welfare are assured.
 - (2) Records. The application for modification and the final decision of the code official shall be in writing and shall be officially recorded in the permanent records of the Department.

- C. Material and equipment reuse. Materials, equipment and devices shall not be reused unless such elements have been placed in good and proper working condition and approved.
- D. Alternative materials and equipment. The provisions of this code are not intended to prevent the installation of any material or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material or method of construction shall be approved when the code official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, at least the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety.

§ 242-5. Duties and powers of Blight Enforcement Officer and code official. [Amended 7-5-2016]

- A. General. The Blight Enforcement Officer and/or the code official and his or her lawfully appointed designee shall enforce all of the provisions of this code.
- B. Notices and orders. The Blight Enforcement Officer and/or the code official shall issue all necessary notices or orders in writing to ensure compliance with the code.
- C. Right of entry. The Blight Enforcement Officer and/or the code official or his assistants shall have the right of entry to such buildings or structures as may be within his jurisdiction for the proper performance of his duties between the hours of 9:00 a.m. and 5:00 p.m., except that, in the case of emergency, he shall have the right of entry at any time, if such entry is necessary in the interest of public safety, in accordance with Connecticut General Statutes Chapter 541, Part IA, or under such conditions as described in Connecticut General Statutes Chapter 541, Part III.
- D. Access by owner or operator. Every occupant of a structure or premises shall give the owner or operator thereof, or agent or employee, access to any part of such structure or its premises at reasonable times for the purpose of making such inspection, maintenance, repairs or alterations as are necessary to comply with the provisions of this code.
- E. Identification. The **Blight Enforcement Officer and/or the code official** shall carry proper identification when inspecting structures or premises in the performance of duties under this code.
- F. Coordination of enforcement. Inspection of premises, the issuance of notices and orders and enforcement thereof shall be the responsibility of the **Blight Enforcement Officer and/or the code official** so charged by the jurisdiction. Whenever inspections are necessary by any other department, the **Blight Enforcement Officer and/or the code official** shall make a reasonable effort to arrange for the coordination of such inspections so as to minimize the number of visits by inspectors and to confer with the other departments for the purpose of eliminating conflicting orders before any are issued. A department shall not, however, delay the issuance of any emergency orders.
- G. Rule-making authority. Adoption and promulgation of rules and regulations shall be subject to the approval of the Town of Manchester Board of Directors. The code official shall have power as necessary in the interest of public health, safety and general welfare to interpret and implement the provisions of this code to secure the intent thereof and to designate

requirements applicable because of local climatic or other conditions. Such rules shall not have the effect of waiving structural or fire performance requirements specifically provided for in this code or of violating accepted engineering practice involving public safety. The code official, with the approval of the Board of Directors, shall be permitted to utilize the applicable BOCA code commentaries as needed for interpretation and clarification of what the intent of the code is.

- H. Organization. The code official shall select such number of officers, technical assistants, inspectors and other employees as shall be necessary for the administration of this code and as authorized by the appointing authority. The code official is authorized to designate as authorized by the appointing authority employees as deputies who shall exercise all the powers of the code official during the temporary absence or disability of the code official.
- I. Restriction of employees. An official or employee connected with the enforcement of this code, except one whose only connection is that of a member of the Municipal Board of Appeals established under the provisions of § 242-11, shall comply with § 2-4 of the Town Charter, and shall not be engaged in, or directly or indirectly connected with, the furnishing of labor, materials or appliances for the construction, alteration or maintenance of a building, or the preparation of construction documents thereof, unless that person is the owner of the building; nor shall such officer or employee engage in any work that conflicts with official duties or with the interests of the department.

§ 242-6. Powers and duties of enforcement officers; notice and enforcement; penalties for offenses. [Amended 7-5-2016]

A. Powers.

- (1) The Blight Enforcement Officer and/or the code official is granted the authority necessary to enforce the provisions of this chapter in the exercise of his or her discretion, including, but not limited to, the referral of properties in violation of this chapter to the Housing Session of the Superior Court after due process is afforded the property owner, independent of the enforcement procedures set forth herein. Such authority shall include, but not be limited to, entering premises known to be, or suspected of being, blighted or unsafe for the purpose of conducting inspections, citing violations, determining enforcement actions, assessment fines, filing liens, designating a building or structure as blighted or unsafe, ordering the demolition of unsafe buildings or structures, and initiating legal actions.
- (2) Any unpaid fine imposed shall constitute a lien upon the real estate in accordance with Connecticut General Statutes § 7-148aa. Each such lien shall be continued, recorded and released as provided for in § 7-148aa.

- B. Inspection and designation of blighted or unsafe buildings or structures. The **Blight Enforcement Officer and/or the code official or their designees** shall inspect any buildings or structures that appear to be blighted or unsafe based upon reports of the Director of Health or of any other persons who have reason to know of such conditions, or upon such other evidence as the Blight Enforcement Officer **and/or the code official** deems relevant. Any building or structure that has been determined by the Blight Enforcement Officer **and/or the code official** to be blighted or unsafe shall be so designated by the Blight Enforcement Officer **and/or the code official**.

C. Notice and enforcement.

- (1) Upon designating a building or structure as blighted, unsafe, or in noncompliance with any provision of this chapter, the Blight Enforcement Officer ~~and~~/or code official shall issue to the owner a written notice of blighted or unsafe premises and shall order the owner to correct the blighted or unsafe condition within ~~30 days~~ ~~60 days~~ of the date of the notice. ~~In the cases related to the condition of grass, weeds or similar growths, and the accumulation of garbage/refuse/trash, correction(s) must be made within 10 days of the date of the notice.~~ The notice shall be sent to the owner by certified mail and shall include:
 - (a) The facts upon which the designation is based;
 - (b) The date by which the blighted or unsafe conditions must be corrected, including a description of the corrective actions to be taken to bring the property into compliance with the order;
 - (c) The fines, penalties, costs, fees and other enforcement actions that may be imposed by citation if the conditions are not corrected; and
 - (d) The owner's right to contest the offer before one or more citation hearing officers appointed by the Board of Directors (the "hearing officer"). In the event that the relevant building or structure or portion of a building or structure is known by the Blight Enforcement Officer to be occupied by or under the legal control or possession of a person or persons other than the owner, the Blight Enforcement Officer may direct a similar notice and order to any such person or persons whom the Blight Enforcement Officer may reasonably believe to be fully or partially responsible for creating or maintaining the blighted or unsafe condition. Each person receiving such a notice and order shall be deemed to be jointly and severally liable for correcting the blighted or unsafe conditions.
- (2) Prior to the expiration of the ~~sixty-thirty-day~~ repair period specified in the notice of blighted or unsafe building or structure, ~~or the ten-day period for cases related to grass, weeds, or other growth and junk or litter,~~ the owner or person receiving a notice and order pursuant to Subsection A may apply to the Blight Enforcement Officer for an extension of the repair period. The Blight Enforcement Officer may grant one or more extensions of the repair period, none of which may be longer than ~~30~~ ~~60 days~~, if he or she determines that the owner or other person is diligently working to remedy the blighted or unsafe condition and that under the facts and circumstances an extension is reasonable.
- (3) If the blighted or unsafe building or structure is not repaired to the satisfaction of the Blight Enforcement Officer, or demolished, by the conclusion of the ~~sixty-thirty-day~~ repair period ~~or the ten-day period for cases related to grass, weeds, or other growth and junk or litter,~~ and any extensions thereof granted by the Blight Enforcement Officer, the Blight Enforcement Officer shall issue a citation and impose a fine of \$100 for each day that the building or structure remains unrepaired and stating that the owner or other person who received notice under Subsection A shall have 15 days from the receipt of the citation to make an uncontested payment of such fines. Each day that the property is in violation of this chapter shall constitute a separate offense. If the citation has been sent by regular mail, the day of receipt shall be deemed to be

three business days after the mailing of the citation.

- (a) Upon the failure, neglect or refusal of any owner or agent so notified to properly address cases related to grass, weeds or similar growths and/or junk or litter dangerous to the public health, safety or welfare within 15 days after receipt of written notice, or within 15 days after the date of such notice in the event the same is returned to the Town post office because of inability to make delivery thereof, provided the same was properly addressed to the last known address of such owner, or agent, the Blight Enforcement Officer or code official ~~shall the Chief Building Official~~ is hereby authorized and empowered to remediate the violation at the Town's expense.
- (b) Charge included in tax bill. When the Town has remediated the violation, the actual cost thereof, plus accrued interest at the rate of 6% per annum from the date of the completion of the work, if not paid by such owner prior thereto, shall be charged to the owner of such property on the next regular tax bill forwarded to such owner by the Town, and said charge shall be due and payable by the owner at the time of payment of such bill.
- (c) Recorded statement constitutes lien. Where the full amount due the Town is not paid by such owner within 30 days after the remediation of the violation, the Blight Enforcement Officer or code official ~~Chief Building Official~~ shall cause to be recorded in the Town Clerk's office a sworn statement showing the cost and expense incurred for the work, the date the work was done and the location of the property on which said work was done. The recordation of such sworn statement shall constitute a lien and privilege on the property, and shall remain in full force and effect for the amount due in principal and interest, plus costs of court, if any, for collection, until final payment has been made. The costs and expenses shall be collected in the manner fixed by law for the collection of taxes and, further, shall be subject to a delinquent penalty of 6% in the event same is not paid in full on or before the date the tax bill upon which said charge appears becomes delinquent. Sworn statements recorded in accordance with the provisions hereto shall be prima facie evidence that all legal formalities have been complied with and that the work has been done properly and satisfactorily, and shall be full notice to every person concerned that the amount of the statement, plus interest, constitutes a charge against the property designated or described in the statement and that the same is due and collectible as provided by law.
- (4) Upon the expiration of the fifteen-day period for the uncontested payment of fines under Subsection C(3), the Blight Enforcement Officer shall send notice to the person cited

under Subsection C(3). Such notice shall inform the person cited: a) of the allegations against him or her and the amount of fines, penalties, costs or fees due; b) that he or she may contest his or her liability before the hearing officer by delivery, in person or mail, of written notice within 10 days of the date thereof; c) that if he or she does not demand a hearing, an assessment and judgment shall be entered against him or her; and d) that such judgment may issue without further notice. All notices and hearings related to such citations shall be given and held, respectively, in accordance with the citation hearing procedures set forth in state law.

- (5) Any property owner or other person who receives a citation pursuant to this chapter has the right to request a hearing before the hearing officer by delivering, by hand delivery or mail, written notice of such request within 10 days of the date of the notice of blighted or unsafe premises. If the property owner or other responsible person requests a hearing, the Blight Enforcement Officer shall set written notice, by certified mail, of the date, time and place for the hearing. Such hearing shall be held 15 days to 30 days from the date of the mailing of the notice of such hearing.
- (6) The hearing officer shall conduct the hearing in the form and with the methods of proof as it deems fair and reasonable, in accordance with the hearing procedures for citations specified in state law. The rules regarding the admissibility of evidence shall not be strictly applied, but all testimony shall be given under oath or affirmation.
- (7) The hearing officer shall issue a written decision following the conclusion of the hearing. If he or she determines that the subject property owner or other person having lawful possession or control is not liable, the hearing officer shall dismiss the matter and enter the determination, in writing, accordingly. If the hearing officer determines that the subject property or other person having lawful possession or control owner is liable, it shall enter the determination, in writing, accordingly, and assess the relevant fines, penalties, costs or fees that are provided for in this chapter ("the assessment").
- (8) If such assessment is not paid on the date of its entry, the hearing officer shall send by first class mail a notice of the assessment to the person found liable and shall file, not less than 30 days or more than 12 months after such mailing, a certified copy of the notice of assessment with the Clerk of a Superior Court facility designated by the Chief Court Administrator, together with an entry fee of \$8. The certified copy of the notice of assessment shall constitute a record of assessment. Within such twelve-month period, assessments against the same person may be accrued and filed as one record of assessment. The clerk shall enter judgment, in the amount of such record of assessment and court costs of \$8, against such person in favor of the municipality. Notwithstanding any provision of the General Statutes, the hearing officer's assessment, when so entered as a judgment, shall have the effect of a civil money judgment and a levy of execution on such judgment may issue without further notice to such person.
- (9) A person against whom an assessment has been entered pursuant to this section is entitled to judicial review by way of appeal. An appeal shall be instituted within 30 days of the mailing of notice of such assessment by filing a petition to reopen assessment, together with an entry fee in an amount equal to the entry fee for a small claims case pursuant to C.G.S. § 52-259, at a Superior Court facility designated by the Chief Court

Administrator, which shall entitle such person to a hearing de novo in accordance with the rules of the judges of the Superior Court.

(10) Any fine which is unpaid 30 days after it is imposed shall constitute a lien upon the real estate against which the fine was imposed from the original date of imposition.

D. Municipal performance. In the event any owner, agent, tenant or person in control of real property shall fail to abate or correct any violation specified in any notice, after the issuance of an enforcement citation for such failure, which citation has become final through the failure of such owner, agent, tenant, or person in control of real property to appeal from the issuance of such citation, or by such appeal being sustained, the Town of Manchester, acting through its Blight Enforcement Officer, may cause or take such action as is necessary to correct such violation. The cost to take such action shall be a civil claim by the Town against such owner, agent, tenant, or person responsible for such property and the Town Attorney may commence an action on behalf of the Town of Manchester to recover all costs, expenses and fees, including attorney's fees, incurred by the Town relating to the violation.

E. Willful violations.

(1) Except as provided in Subsection B of this section, any person who, after written notice and a reasonable opportunity to remediate blighted conditions, willfully violates any regulation adopted pursuant to Subparagraph (H)(xv) of Subdivision (7) of Subsection (c) of § 7-148 of the Connecticut General Statutes concerning the prevention and remediation of housing blight shall be fined by the state not more than \$250 for each day for which it can be shown, based on actual inspection of the property on each such day, that the blighted conditions continued to exist after written notice to the owner or occupant as provided in this section, and the expiration of a reasonable opportunity to remediate.

(2) Any person who is a new owner or new occupant shall, upon written request, be granted a thirty-day extension of the notice and opportunity to remediate provided pursuant to Subsection E(1) of this section. For the purposes of this section, "new owner" means any person or entity who or which has taken title to a property within 30 days of the notice, and "new occupant" means any person who has taken occupancy of a property within 30 days of the notice.

§ 242-7. Notices and orders.

A. Notice to owner or to person or persons responsible. Whenever the code official determines that there has been a violation of this code or has grounds to believe that a violation has occurred, notice shall be given to the owner or the person or persons responsible therefor in the manner prescribed in Subsections B and C. Notices for condemnation procedures shall also comply with § 242-8C.

B. Form: Such notice prescribed in Subsection A shall:

(1) Be in writing;

(2) Include a description of the real estate sufficient for identification;

- (3) Include a statement of the reason or reasons why the notice is being issued; and
 - (4) Include a correction order allowing a reasonable time for the repairs and improvements required to bring the dwelling unit or structure into compliance with the provisions of this code.
- C. Method of service. Such notice shall be deemed to be properly served if a copy thereof is delivered to the owner personally; or sent by certified or registered mail addressed to the owner at the last known address with return receipt requested. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in two conspicuous places in or about the structure affected by such notice. The code official who posts such premises shall certify in writing the date and the location and number of signs posted, and such certification shall be signed by the witness. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner. In the event a violation of this code requires a referral to the Superior Court for enforcement, then service to satisfy court requirements will be made pursuant to applicable state statutes. **[Amended 12-10-2002]**
- D. Penalties. Penalties for noncompliance with orders and notices shall be as set forth in § 242-6C.

§ 242-7.1. Landlord registration. [Added 1-15-2008; amended 7-5-2016]

- A. Purpose. This section is being enacted in accordance with and pursuant to Connecticut General Statutes §§ 47a-6a and 47a-6b and is intended to assure the identification and availability of the name and address of the responsible party for landlord-related issues, including, but not limited to, notification and service of process for all Property Maintenance Code, Building Code, Housing Code, Fire Code and Health Code enforcement.
- B. Definitions. As used in this section, the following terms shall have the meanings indicated:
 - ADDRESS — A location as described by the full street number, if any, the street name, the city or town, and the state, and not a mailing address such as a post office box.
 - AGENT IN CHARGE — One who manages real estate, including, but not limited to, the collection of rents and supervision of property.
 - NONRESIDENT OWNER — An owner of occupied or vacant residential rental property who does not reside on such property.
 - RESIDENTIAL RENTAL REAL PROPERTY — Any house or building, or portion thereof, which is rented, leased or hired out to be occupied, or is arranged or designed to be occupied or is occupied as the home or residence of one or more persons, living independently of each other, and doing their cooking upon the premises, and having a common right in the halls, stairways or yard.
- C. Registration requirements.
 - (1) Each nonresident owner of occupied or vacant residential rental real property in the Town of Manchester shall maintain on file in the office of the Building Department the current residential address of the nonresident owner of such property, if the owner is an

individual, or the current residential address of the agent in charge of the building, if the nonresident owner is a corporation, partnership, trust or other legally recognized entity owning rental property in the state. Each nonresident owner of occupied or vacant residential rental real property shall also provide a telephone number where said owner or a property manager authorized to act for said owner can be reached by the Town of Manchester in the event of an emergency.

- (2) If such residential address changes, notice of the new residential address shall be provided by such nonresident owner or agent in charge of the building to such municipal office not more than 21 days after the date that the address change occurred.
- (3) If the nonresident owner or agent fails to file an address under this section, the address to which the municipality mails property tax bills for the residential rental real property shall be deemed to be the nonresident owner's or agent's current address. Such address may be used for compliance with the provisions of Subsection D of this section.
- (4) Service of state or municipal orders relating to maintenance of such residential rental real property or compliance with state law and local codes concerning such residential rental real property directed to the nonresident owner or agent at the address on file, or deemed to be on file in accordance with the provisions of this section, shall be sufficient proof of service of notice of such orders in any subsequent criminal or civil action against the owner or agent for failure to comply with the orders, provided a copy is also mailed to any post office box address on file. The provisions of this section shall not be construed to limit the validity of any other means of giving notice of such orders that may be used by the Town of Manchester.

D. Penalties for offenses.

- (1) Any person who violates any of the provisions of this section shall have committed an infraction.
- (2) Any person who violates the provisions of this section shall pay a civil penalty of \$250 for the first violation and \$1,000 for any subsequent violation. Any person who is assessed a civil penalty pursuant to this section may appeal therefrom to the Superior Court. An appeal shall be instituted not later than 30 days after the mailing of notice of such assessment by filing a petition to reopen assessment, together with an entry fee in an amount equal to the entry fee for a small claims case pursuant to Section 52-259 of the General Statutes, at the Superior Court facility designated by the Chief Court Administrator, which shall entitle such person to a hearing in accordance with the rules of the judges of the Superior Court.

E. Eligibility for Town programs, grants. Any person who fails to comply with the requirements of this section shall, in addition to the penalties set forth in Subsection D herein, be deemed ineligible to participate in any Town-sponsored programs benefiting a property which is subject to this section, including, but not limited to, grant assistance, rental assistance, Community Development Block Grant assistance, Rebuilding Together, tax abatement or tax assessment agreements and trash rebate programs.

F. Effective date. The provisions of this section shall become effective upon formal adoption by

the Board of Directors. The date by which registration forms are due in the Building Department for the initial implementation of the requirements of this section is July 1, 2008.

- G. Annual reporting to Board of Directors. No less than 90 days after the commencement of each fiscal year, the Town Finance Department shall forward a report to the Town Board of Directors, indicating for the previous fiscal year:
- (1) An estimate of the overall level of compliance of nonresident owners with the registration requirements of this Landlord Registration Ordinance; and
 - (2) A description of enforcement efforts made with respect to nonresident owners who are not in compliance with the section; and
 - (3) The number of occasions when addresses or phone numbers obtained through the Landlord Registration Ordinance were requested by Town staff for code enforcement or emergency notification purposes, and whether, in each such case, the address or phone number was in fact available to the requester from the database maintained as part of the Landlord Registration Ordinance; and
 - (4) To the extent feasible, an estimate of the total annual revenue received by the Town which is attributable to the Landlord Registration Ordinance, whether from fees or fines; and
 - (5) To the extent feasible, an estimate of the total Town employee hours dedicated to implementation, oversight and enforcement of the provisions of this Landlord Registration Ordinance.
- H. Severability of section provisions. Each subsection of this section is an independent subsection, and the holding of any subsection or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other subsections or parts thereof.

§ 242-8. Unsafe structures and equipment. [Amended 7-5-2016]

- A. General. When a structure or equipment is found by the code official to be unsafe, or when a structure is found unfit for human occupancy, or is found unlawful, such structure shall be condemned pursuant to the provisions of this code.
- (1) Unsafe structure. An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or the occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe, or of such faulty construction or unstable foundation that partial or complete collapse is likely.
 - (2) Unsafe equipment. Unsafe equipment includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment is a hazard to life, health, property or safety of the public or occupants of the premises or structure.

- (3) Structure unfit for human occupancy. A structure is unfit for human occupancy whenever the code official finds that such structure is unsafe, unlawful or, because of the degree to which the structure is in disrepair or lacks maintenance, is unsanitary, vermin- or rat-infested, contains filth and contamination, or lacks ventilation, illumination, sanitary or heating facilities or other essential equipment required by this code, or because the location of the structure constitutes a hazard to the occupants of the structure or to the public.
- (4) Unlawful structure. An unlawful structure is one found in whole or in part to be occupied by more persons than permitted under this code, or was erected, altered or occupied contrary to law.
- B. Closing of vacant structures. If the structure is vacant and unfit for human habitation and occupancy, and is not in danger of structural collapse, the code official is authorized to post a placard of condemnation on the premises and order the structure closed up so as not to be an attractive nuisance. Upon failure of the owner to close up the premises within the time specified in the order, the code official shall cause the premises to be closed through any available public agency or by contract or arrangement by private persons, and the cost thereof shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.
- C. Notice. Whenever the code official has condemned a structure or equipment under the provisions of this section, notice shall be posted in a conspicuous place in or about the structure affected by such notice and served on the owner or the person or persons responsible for the structure or equipment in accordance with § 242-7C. The notice shall be in the form prescribed in § 242-7B.
- D. Placarding. Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the word "Condemned" and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.
- E. Prohibited occupancy. Any person who shall occupy a placarded premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a placarded premises or operate placarded equipment, shall be liable for the penalties provided by this code.
- F. Removal of placard. The code official shall remove the condemnation placard whenever the defect or defects upon which the condemnation and placarding action were based have been eliminated. Any person who defaces or removes a condemnation placard without the approval of the code official shall be subject to the penalties provided by this code.

§ 242-9. Emergency measures. [Amended 7-5-2016]

- A. Imminent danger. When, in the opinion of the code official, there is imminent danger of failure or collapse of a building or structure which endangers life, or when any structure or part of a structure has fallen and life is endangered by the occupation of the structure, or when there is actual or potential danger to the building occupants or those in the proximity of any structure because of explosives, explosive fumes or vapors or the presence of toxic

fumes, gases or materials, or operation of defective or dangerous equipment, the code official is hereby authorized and empowered to order and require the occupants to vacate the premises forthwith. The code official shall cause to be posted at each entrance to such structure a notice reading as follows: "This Structure is Unsafe and its Occupancy has been Prohibited by the Code Official." It shall be unlawful for any person to enter such structure except for the purpose of securing the structure, making the required repairs, removing the hazardous condition, or of demolishing the same, except public officials in the performance of their official duties.

- B. Temporary safeguards. Notwithstanding other provisions of this code, whenever, in the opinion of the code official, there is imminent danger due to an unsafe condition, the code official shall order the necessary work to be done, including the boarding-up of openings, to render such structure temporarily safe, whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the code official deems necessary to meet such emergency.
- C. Closing streets. When necessary for the public safety, the code official shall temporarily close structures or request the authority having jurisdiction to close sidewalks, streets, public ways and places adjacent to unsafe structures, and prohibit the same from being utilized.
- D. Emergency repairs. For the purposes of this section, the code official shall employ the necessary labor and materials to perform the required work as expeditiously as possible.
- E. Costs of emergency repairs. Costs incurred in the performance of emergency work shall be paid from the treasury of the Town of Manchester on approval of the code official, subject to the approval of the General Manager or his or her designee. The legal counsel of the jurisdiction shall institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of such costs.
- F. Hearing. Any person ordered to take emergency measures shall comply with such order forthwith. Any affected person shall, thereafter, upon petition directed to the Municipal Board of Appeals, be afforded a hearing as described in this code.

§ 242-10. Demolition. [Amended 7-5-2016]

- A. General. The code official shall order the owner of any premises upon which is located any structure which in the code official's judgment is so old, dilapidated or has become so out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to raze and remove such structure; or if such structure is capable of being made safe by repairs, to repair and make safe and sanitary or to raze and remove at the owner's option; or where there has been a cessation of normal construction of any structure for a period of more than two years, to raze and remove such structure.
- B. Order. All notices and orders shall comply with § 242-6.
- C. Failure to comply. If the owner of a premises fails to comply with a demolition order within the time prescribed, the code official shall cause the structure to be razed and removed, either through an available public agency or by contract or arrangement with private persons, and

the cost of such razing and removal shall be charged against the real estate upon which the structure is located and shall be a lien upon such real estate.

- D. Salvage materials. When any structure has been ordered razed and removed, the governing body or other designated officer under said contract or arrangement aforesaid shall have the right to sell the salvage and valuable materials at the highest price obtainable. The net proceeds of such sale, after deducting the expenses of such razing and removal, shall be promptly remitted with a report of such sale or transaction, including the items of expense and the amounts deducted, for the person who is entitled thereto, subject to any order of a court. If such a surplus does not remain to be turned over, the report shall so state.

§ 242 - 11 . Means of appeal.

- A. Request for appeal. Any person affected by a decision of the **Blight Enforcement Officer and/or code official** or a notice or order issued under this code shall have the right to appeal to the Municipal Board of Appeals, provided that a written request for an appeal, stating the order(s) being appealed and the basis for the appeal, is postmarked or received within 10 calendar days after the day the decision, notice or order was served. The Municipal Board of Appeals shall consider whether the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means. The Municipal Board of Appeals shall have the authority to take into account unusual hardship or practical difficulties in complying with the orders of the code official, or the requirements of the code, including the ability to grant extensions of time for compliance. **[Amended 12-10-2002]**
- B. Membership of the Board. Seven members shall be appointed by the Board of Directors to the Municipal Board of Appeals. Three members of this Board shall constitute a quorum to hear and decide any appeals. The initial appointees of Board members pursuant to this provision shall serve staggered terms. Thereafter, all appointments to this Board shall be for a term of three years. **[Amended 12-10-2002; 5-13-2003]**
- (1) Chairman. The Municipal Board of Appeals shall annually select one of its members to serve as Chairman.
 - (2) Disqualification of member. A member shall not hear an appeal in which that member has any personal, professional or financial interest.
 - (3) Secretary. The General Manager and his or her designee shall designate a qualified clerk to serve as Secretary to the Municipal Board of Appeals. The Secretary shall file a record of all proceedings in the office of the Town Clerk. The Secretary shall also assist the Board Chairman in providing notice to alternates when they are needed for a hearing.
- C. Notice of meeting. The Municipal Board of Appeals shall meet upon notice from the Chairman, within 15 business days of the filing of an appeal, or at stated periodic meetings. **[Amended 12-10-2002]**
- D. Open hearing. All hearings before the Municipal Board of Appeals shall be open to the public. The appellant, the appellant's representative, the code official, and any person whose

interests are affected shall be given an opportunity to be heard.

- (1) Procedure. The Municipal Board of Appeals shall adopt and make available to the public through the secretary and the code enforcement office procedures under which a hearing will be conducted. The procedures shall not require compliance with strict rules of evidence but shall mandate that only relevant information be received.
 - (2) Determination of aggrievement. Upon receipt of an appeal from an owner or his representative, or approval of an appeal by a person other than the owner or his agent, the Municipal Board of Appeals shall first determine whether such person has a right to appeal.
- E. Postponed hearing. When three members are not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing. **[Amended 12-10-2002]**
- F. Board decision. The Municipal Board of Appeals shall modify or reverse the decision of the code official, or grant an extension in the time period needed to come into compliance with the order, by a concurring vote of three members.
- (1) Decision. The decision of the Municipal Board of Appeals shall be by vote. Copies of the Municipal Board of Appeals' decisions shall be furnished to the appellant and to the code official.
 - (2) Administration. The code official shall take immediate action in accordance with the decision of the Municipal Board of Appeals.
- G. Court review. Any person who is aggrieved by any ruling of the Municipal Board of Appeals may appeal to the Superior Court for the judicial district where such building or structure or premises are located.

ARTICLE II
Definitions and Word Usage
[Amended 7-5-2016]

§ 242-12. Word usage.

- A. Scope. Unless otherwise expressly stated, the following terms shall, for the purposes of this code, have the meanings shown in this article.
- B. Interchangeability. Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural the singular.
- C. Terms defined in other codes. Where terms are not defined in this code and are defined in the building, plumbing or mechanical codes listed in Article VIII, such terms shall have the meanings ascribed to them as in those codes.
- D. Terms not defined. Where terms are not defined, through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.
- E. Parts. Whenever the words "dwelling unit," "dwelling," "premises," "building," "rooming house," "rooming unit" or "story" are stated in this code, they shall be construed as though they were followed by the words "or any part thereof."

§ 242-13. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPROVED — Approved by the code official.

BASEMENT — See § 242-15.

BATHROOM — See § 242-28.

BED-AND-BREAKFAST INN — An owner-occupied single-family detached home, or portion thereof, where short-term lodging and meals are provided.

BLIGHT ENFORCEMENT OFFICER — Such individual as is designated by the Town General Manager to act as the Blight Enforcement Officer.

~~BLIGHTED PREMISES — Any building or structure, or any part of a structure that is a separate unit, any parcel of land, any lot of land, or any building under construction for which a building permit has been issued for more than 24 months without receiving a certificate of occupancy and in which at least one of the following conditions exists:~~

- ~~A. — The Blight Enforcement Officer determines that existing conditions pose a serious threat to the health and safety of persons in the Town.~~
- ~~B. — The premises are not being maintained and contribute to housing decay, as evidenced by the existence of one or more of the following conditions:~~
 - ~~(1) — Missing or boarded windows or doors;~~

- ~~(2) Collapsing or missing walls, roof or floor;~~
 - ~~(3) Exterior walls which contain holes, breaks, loose or rotting materials or which are not properly surface coated to prevent deterioration;~~
 - ~~(4) Foundation walls which contain open cracks and breaks;~~
 - ~~(5) Overhand extensions, including but not limited to canopies, marquees, signs, awnings, stairways, fire escapes, standpipes and exhaust ducts, which contain rust or other decay;~~
 - ~~(6) Chimneys and similar appurtenances which are in a state of disrepair;~~
 - ~~(7) Insect screens which contain tears or ragged edges;~~
 - ~~(8) Vermin infestation;~~
 - ~~(9) Garbage, trash, abandoned vehicles, watercraft or trailers of any kind on the premises (unless the premises is a junkyard licensed by the State of Connecticut);~~
 - ~~(10) Overgrown grass or weeds at least one foot in height;~~
 - ~~(11) Graffiti; or~~
 - ~~(12) Vacant buildings that are left unsecured.~~
- ~~C. Illegal activities are conducted at the premises that independently constitute a blighted condition as defined herein as documented in Police Department records.~~
- ~~D. The Fire Marshal determines that there is a fire hazard that independently constitutes a blighted condition as defined herein as documented in Fire District records.~~
- ~~E. A violation of the Connecticut State Building Code that independently constitutes a blighted condition as defined herein as documented by the Building Officials' office.~~

BLIGHTED PREMISES — Blight means premises containing any one of the following conditions visible from a public way:

- (1) It has been determined by a Building Official, Property Maintenance Inspector, or other appropriate official, as designated by the Town Manager, acting within the scope of their authority, that a condition exists that poses a serious or immediate threat to the health, safety or general welfare of the community.
- (2) A structure that has:
 - a. Missing or broken doors, screens including insect screens, windows, window and door frames; or boarded doors or windows for a period of more than 90 days. Should boarded windows or doors be necessary for any additional period up to 180 days, a valid building permit is required.
 - i. Locks at all entrances to dwelling units and rooming units shall tightly secure the door.
 - ii. During the period from March 1 to November 30, every door, window and other outside opening utilized or required for ventilation purposes serving any residential structure containing habitable rooms, food preparation areas, food

service areas, or any areas where products to be included or utilized in food for human consumption are processed shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch, and every swinging door shall have a self-closing device in good working condition.

- iii. Exception: Screen doors shall not be required where other approved means, such as air curtains or insect-repellent fans, are employed.
- b. Collapsing, substantially damaged or dilapidated exterior features which may include, but are not limited to, walls, roofs, floors, foundations, structural members, stairs, ramps, porches, decks, balconies, handrails, railings, fences, hatchways, chimneys, metal smokestacks, attics, overhang extensions, fire escapes, awnings, stairways, canopies, signs, marquees, decorative features, or vents any of which are in a state of decay including but not limited to containing mold, moss, chipping paint, holes, fractures, breaks, loose materials, or other rotting materials.
 - i. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.
 - ii. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.
 - iii. Roofs and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.
 - iv. Every basement window that is openable shall be supplied with ratproof shields, storm windows or other approved protection against the entry of rats.
- c. Any roof missing exterior materials exposing plywood or sheathing.
- d. Persistent litter, garbage, refuse or trash.
- e. A tarp on a roof in excess of 90 days; any deteriorated or unsecured tarp.
- f. Conditions that constitute a Public Nuisance.

(3) Premises that have:

- a. Parking lots, sidewalks, driveways, and similar areas necessary for access from the public way in a state of disrepair or abandonment, evidenced by cracks, potholes, fractured asphalt and cement, overgrowth of vegetation within the surfaces, pavement or macadam, or medians and buffers.
- b. Shrubs, hedges, and plants that have been left in a neglected manner and are covering, blocking, or growing over/into means of egress, driveways, sidewalks, streets, or any other public way.
- c. Dead, decayed, diseased, or damaged tree(s) constituting a hazard or danger to adjacent premises or the occupants thereof or to public property or persons lawfully therein.
- d. Grass, weeds or similar growths reaching a height greater than 10 inches. The owner of

any undeveloped premises may not allow any grass, weeds, or similar growths thereon greater than 10 inches in height to remain within 25 feet of a street line or any adjoining property line of any premises with a building or dwelling located thereon whether said building or dwelling is occupied or not. Maintained gardens, including flowers and vegetables, are excluded from this subsection.

e. Graffiti or vandalism.

f. Vehicles

i. The storage of more than one inoperable, unsightly, and/or unregistered motor vehicle. No more than one currently registered boat, trailer, and or recreational vehicle, or an unsightly boat, trailer, and or recreational vehicle shall be parked, kept or stored on any premises. No vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.

ii. Motor vehicles, boats, recreational vehicles, or trailers that are not parked in a legal parking space, driveway, or behind the front line(s) of any dwelling on the premises, which is the portion of the dwelling that is closest to the street.

iii. Exceptions

1. A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or enclosed area designed and approved for such purposes.

2. Unregistered vehicles displayed on business premises licensed by the Connecticut Department of Motor Vehicles as new or used car dealers or automobile repair facilities.

3. Vehicles or equipment used in construction, road maintenance, utility maintenance, municipal maintenance or by the United States Postal Service which are unregistered or undergoing active repair, provided that the area is contained within an eight-foot opaque fence or plantings of similar height so as to screen and minimize the view from a public street or land not owned by the operator of the facility upon which such vehicles and equipment are stored or being repaired.

g. The storage of junk or litter occupying at least a cumulative area of 100 square feet.

h. Unsightly or dilapidated above ground or in-ground swimming pools, spas, and hot tubs posing a potential environmental, health, or safety hazard.

i. Vermin infestation. Where rats are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.

j. Abandoned, unattended or discarded iceboxes, refrigerators and other airtight containers.

i. The keeping, outside of any dwelling, building or other structure or within any unoccupied or abandoned buildings, dwelling or other structure under his or its control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first

removing said door or lid, snap lock or other locking device from such icebox, refrigerator or container.

- k. Grading and drainage. All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.
 - i. Exception: Water retention areas and reservoirs approved by the Department of Public Works.
- (4) Illegal activities are conducted at the premises that independently constitute a blighted condition as defined herein as documented in Police Department records.
 - (5) The Fire Marshal determines that there is a fire hazard that independently constitutes a blighted condition as defined herein as documented in Fire District records.
 - (6) A violation of the Connecticut State Building Code that independently constitutes a blighted condition as defined herein as documented by the Building Officials' office.
 - (7) All provisions within § 242-16, 242-17, and 242-18

BUILDING — Any structure occupied or intended for supporting or sheltering any occupancy.

BUILDING CITATION HEARING OFFICER — Any individual(s) appointed by the Town General Manager to conduct hearings authorized by the Manchester Code of Ordinances.

BUILDING CODE — The building code officially adopted by the State of Connecticut under Connecticut General Statutes Chapter 541, Part I, and shall include any code, rule, or regulation incorporated therein by reference.

BUILDING or STRUCTURE — An edifice of any kind or any piece of work artificially built or composed of parts joined together in some form which is built or constructed on any real property. The words "building" and "structure" shall be construed as if followed by the words "or part thereof." Accessory buildings or structures, canopy, awnings, marquees, and each and every type of portable equipment shall be considered "buildings" or "structures" within the meaning of this definition.

CODE OFFICIAL — The code official shall be the named Chief Building Inspector pursuant to § 11-4 of the Town Charter and the named Building Official as designated by Connecticut General Statutes Chapter 541, Part I, unless another qualified official is otherwise designated by the Board of Directors. The code official shall be charged with the administration and enforcement of this code, or any duly authorized representative.

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CONDEMN — To adjudge unfit for occupancy.

CONSTRUCTION DOCUMENTS — All the written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of the project necessary for obtaining a building permit. The construction drawings shall be drawn to an appropriate scale.

DWELLINGS — (See § 242-12E.)

- A. DORMITORY — A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same family group.
- B. DWELLING UNIT — A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- C. MULTIPLE-FAMILY DWELLING — A building or portion thereof containing more than two dwelling units.
- D. ONE-FAMILY DWELLING — A building containing one dwelling unit with not more than five lodgers or boarders.
- E. ROOMING HOUSE — A building arranged or occupied for lodging, with or without meals, for compensation and containing six or more occupants and not occupied as a one-family dwelling or a two-family dwelling.
- F. ROOMING UNIT — Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes.
- G. TWO-FAMILY DWELLING — A building containing two dwelling units with not more than five lodgers or boarders per family.

~~EXTERIOR PROPERTY — See § 242-15.~~

EXTERMINATION — See § 242-15.

FAMILY — An individual or married couple and the children thereof, or children legally adopted or under guardianship thereof, with not more than two other persons related directly to the individual or married couple by blood or marriage; or a group of not more than five unrelated persons, living together as a single housekeeping unit in a dwelling unit.

GARBAGE — See § 242-15.

HABITABLE SPACE — See § 242-23.

INCLUDED MUNICIPAL FACILITIES —

- A. The three Town administrative offices known as the "Town Hall," the "Lincoln Center" and the "Weiss Center."
- B. The two public libraries.

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- C. The Probate Court Building.
- D. All Fire Department stations.
- E. The police station.
- F. The Recreation Office and lodge at Center Springs Park.
- G. The Water and Sewer Administrative Offices on Spring Street.
- H. All public schools (which shall not include the former Bentley School on Hollister Street).

INFESTATION — See § 242-15.

LEGAL OCCUPANCY — Occupancy in accordance with state building, state fire, local zoning, local housing and all other pertinent codes.

LET FOR OCCUPANCY or LET — See § 242-15.

NEIGHBORHOOD — An area of the Town comprised of all premises or parcels of land any part of which is within a radius of 1,000 feet of any part of another parcel or lot within the Town.

OCCUPANCY — The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT — See § 242-15.

OPENABLE AREA — See § 242-23.

OPERATOR — See § 242-15.

OWNER — See § 242-15.

PERSON — See § 242-15.

PLUMBING — See § 242-28.

PLUMBING FIXTURE — See § 242-28.

PREMISES — See § 242-15.

PROXIMATE PROPERTY — Any premises or parcel of land or part thereof within 1,000 feet of a blighted premises.

PUBLIC NUISANCE — See § 242-15.

REGISTERED DESIGN PROFESSIONAL — An architect or engineer, registered or licensed to practice professional architecture or engineering, as defined by the statutory requirements of the professional registration laws of the state in which the project is to be constructed.

RUBBISH — See § 242-15.

STRUCTURE — That which is built or constructed or a portion thereof.

TENANT — See § 242-15.

TOILET ROOM — See § 242-28.

VACANT — A continuous period of 60 days or longer during which a building or structure or part thereof is not legally occupied by human beings.

VACANT PARCEL — A parcel of land with no structure(s) thereon.

VENTILATION — See § 242-23.

WORKMANLIKE — Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work.

YARD — See § 242-15.

ARTICLE III
General Requirements
[Amended 12-10-2002; 8-11-2009; 7-5-2016]

§ 242-14. Scope; responsibility; vacant structures and land.

- A. Scope. The provisions of this chapter shall govern the minimum conditions and the responsibilities of persons for maintenance of structures, equipment and exterior property.
- B. Responsibility. The owner of the premises shall maintain the structures and the owner and/or occupant shall maintain the exterior property in compliance with these requirements, except as otherwise provided for in §§ 242-19 and 242-20. A person shall not occupy as owner-occupant or permit another person to occupy premises which do not comply with the requirements of this chapter.
- C. Vacant structures and land. All vacant structures and premises thereof or vacant land shall be maintained in a clean, safe, secure and sanitary condition as provided herein so as not to cause a blighting problem or adversely affect the public health or safety.

§ 242-15. Definitions.

The following words and terms shall, for the purposes of this article and as stated elsewhere in this code, have the meanings shown herein:

BASEMENT — That portion of a building which is partly or completely below grade.

COMPOST — A mixture of decaying vegetable or organic matter consisting of garden waste, leaves; grass clippings, wood chips and tree branches under 1 1/2 inches in diameter.

EXTERIOR PROPERTY — The open space on the premises and on adjoining property under the control of owners or operators of such premises.

EXTERMINATION — The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

~~**GARBAGE** — The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.~~

GARBAGE — Offal, swill, all kinds of house garbage, animal and vegetable matter, and all other refuse or waste liable to decay.

LITTER — "Garbage," "refuse," and "rubbish" as defined herein and all other waste material which, if thrown or deposited as herein prohibited, tends to create a danger to public health, safety and welfare.

INFESTATION — The presence within or contiguous to a structure or premises of insects, rats, vermin or other pests.

LET FOR OCCUPANCY or LET — To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

OCCUPANT — Any person living or sleeping in a building; or having possession of a space within a building.

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OPERATOR — Any person who has charge, care or control of a structure or premises which is
let or offered for occupancy.

OWNER — Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON — An individual, corporation, partnership or any other group acting as a unit.

PREMISES — A lot, plot or parcel of land, including any structures thereon.

PUBLIC NUISANCE — Includes any of the following:

- A. The physical condition or occupancy of any premises regarded as a public nuisance at common law;
- B. Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;
- C. Any premises that have unsanitary sewerage or plumbing facilities;
- D. Any premises designated as unsafe for human habitation;
- E. Any premises that are manifestly capable of being a fire hazard, or are manifestly unsafe or unsecure so as to endanger life, limb or property;
- F. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered ineffective, or the required precautions against trespassers have not been provided;
- G. Any premises that are unsanitary, or that are littered with rubbish or garbage, or that have an uncontrolled growth of weeds; or
- H. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; **partially constructed or uncompleted after building permits have expired**; and dangerous to anyone on or near the premises.

RUBBISH — Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

TENANT — A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

YARD — An open space on the same lot with a structure.

~~§ 242-16. Exterior property areas.~~

- ~~A. Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition.~~

~~B.—Grading and drainage.~~

~~(1) All premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water thereon, or within any structure located thereon.~~

~~(2) Exception: water retention areas and reservoirs approved by the Department of Public Works.~~

~~C.—Sidewalks and driveways. All sidewalks, walkways, stairs, driveways, parking spaces and similar areas necessary for access from the public way into the premises shall be kept in a proper state of repair and maintained free from hazardous conditions. Stairs shall comply with the requirements of §§ 242-17J and 242-41C.~~

~~D.—Weeds. All premises and exterior property shall be maintained free from weeds in excess of 10 inches (254 mm). All noxious weeds shall be prohibited from areas of expected and authorized human presence. "Weeds" shall be defined as all grasses, annual plants and vegetation other than trees or shrubs; provided, however, this term (weeds) shall not include cultivated flowers and gardens. This section shall not apply to drainage detention basins approved by agencies of the Town; land held under a deed of restriction for conservation or designated as open space upon the records of the Office of the Assessor; land used for active farming for a period of greater than four months during the year; easements in favor of public utilities (including but not limited to electrical, gas, water, sewage, and storm drainage); watershed land owned by a public water supply company or division of government; nor to inland wetlands and watercourses regulated by the Manchester Inland Wetlands and Watercourses Commission. Parcels of land not otherwise exempted but consisting of areas in excess of two acres shall not be subject to this section, except that the 20 feet nearest a public street shall be subject to the provisions of this section. Rights-of-way within which a public street is located shall be maintained free of weeds only to the extent required by the Traffic Authority for the maintenance of adequate sight lines. When a vacant residential property is in violation of this subsection, a minimum of 14 days have passed since service of the initial notice of the violation and neither the owner nor any responsible person can be located, then, upon the recommendation of the Property Maintenance Enforcement Committee, the Town or its agents may remediate the violation at the Town's expense, which expense may be recovered by the Town in a civil action against the owner. The Town shall have a lien against the property for such recovery. The remedies provided in this subsection shall be in addition to those permitted by §§ 242-6 and 242-7.~~

~~E.—Rat harborage. All structures and exterior property shall be kept free from rat infestation. Where rats are found, they shall be promptly exterminated by approved processes which will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.~~

~~F.—Exhaust vents. Pipes, ducts, conductors, fans or blowers shall not discharge gases, steam, vapor, hot air, grease, smoke, odors or other gaseous or particulate wastes directly upon abutting or adjacent public or private property or that of another tenant.~~

~~G.—Accessory structures. All accessory structures, including detached garages, fences and walls, shall be maintained structurally sound and in good repair.~~

~~H. Motor vehicles.~~

- ~~(1) Except as provided for in other regulations, not more than one currently unregistered motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled.~~
- ~~(2) Exceptions:~~
 - ~~(a) A vehicle of any type is permitted to undergo major overhaul, including body work, provided that such work is performed inside a structure or enclosed area designed and approved for such purposes.~~
 - ~~(b) Unregistered vehicles displayed on business premises licensed by the Connecticut Department of Motor Vehicles as new or used car dealers or automobile repair facilities.~~
 - ~~(c) Vehicles or equipment used in construction, road maintenance, utility maintenance, municipal maintenance or by the United States Postal Service which are unregistered or undergoing active repair, provided that the area is contained within an eight-foot opaque fence or plantings of similar height so as to screen and minimize the view from a public street or land not owned by the operator of the facility upon which such vehicles and equipment are stored or being repaired.~~

~~§ 242-17. Exterior structure.~~

- ~~A. General. The exterior of a structure shall be maintained in good repair, free of blight, structurally sound and sanitary so as not to pose a threat to the public health, safety or welfare.~~
- ~~B. Exterior painting. All wood and metal surfaces, including but not limited to window frames, doors, door frames, cornices, porches and trim, shall be maintained in good condition. Peeling, flaking and chipped paint in excess of 25% of the painted surfaces of the building shall be eliminated and surfaces repainted. Notwithstanding this provision of the code, all applicable federal and state regulations pertaining to lead paint issues shall govern in the event of a conflict.~~
- ~~C. Street numbers. All street numbers shall be installed as required in Chapter 137, Buildings, Numbering of, of the Manchester Town Code.~~
- ~~D. Structural members. All structural members shall be maintained free from deterioration and shall be capable of safely supporting the imposed dead and live loads.~~
- ~~E. Foundation walls. All foundation walls shall be maintained plumb, structurally sound and free from open cracks and breaks and shall be kept in such condition so as to prevent the entry of rats.~~
- ~~F. Exterior walls. All exterior walls shall be free from holes, breaks, loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration.~~

- ~~G.—Roofs and drainage. The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the structure. Roof drains, gutters and downspouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.~~
- ~~H.—Decorative features. All cornices, belt courses, corbels, terra cotta trim, wall facings and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.~~
- ~~I.—Overhang extensions. All canopies, marquees, signs, metal awnings, fire escapes, standpipes, exhaust ducts and similar overhang extensions shall be maintained in good repair and be properly anchored so as to be kept in a sound condition. When required, all exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.~~
- ~~J.—Stairs and walking surfaces. Every stair, ramp, balcony, porch, deck or other walking surface shall comply with the provisions of § 242-41C.~~
- ~~K.—Stairways, decks, porches and balconies. Every exterior stairway, deck, porch and balcony, and all appurtenances attached thereto, shall be maintained structurally sound, in good repair, with proper anchorage and capable of supporting the imposed loads.~~
- ~~L.—Chimneys and towers. All chimneys, cooling towers, smoke stacks, and similar appurtenances shall be maintained structurally safe and sound, and in good repair. All exposed surfaces of metal or wood shall be protected from the elements and against decay or rust by periodic application of weather coating materials, such as paint or similar surface treatment.~~
- ~~M.—Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.~~
- ~~N.—Window and door frames. Every window, door and frame shall be kept in sound condition, good repair and weather tight.~~
- ~~O.—Insect screens.~~
- ~~(1) During the period from March 1 to November 30, every door, window and other outside opening utilized or required for ventilation purposes serving any residential structure containing habitable rooms, food preparation areas, food service areas, or any areas where products to be included or utilized in food for human consumption are processed shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch, and every swinging door shall have a self-closing device in good working condition.~~
- ~~(2) Exception: Screen doors shall not be required where other approved means, such as air curtains or insect repellent fans, are employed.~~
- ~~P.—Doors. All exterior doors and hardware shall be maintained in good condition. Locks at all entrances to dwelling units and rooming units shall tightly secure the door.~~
- ~~Q.—Basement hatchways. Every basement hatchway shall be maintained to prevent the entrance~~

~~of rats, rain and surface drainage water.~~

~~R. Guards for basement windows. Every basement window that is openable shall be supplied with ratproof shields, storm windows or other approved protection against the entry of rats.~~

§ 242-1816 . Interior structure.

- A. General. The interior of a structure and equipment therein shall be maintained in good repair, structurally sound and in a sanitary condition. Every occupant shall keep that part of the structure which such occupant occupies or controls in a clean and sanitary condition. Every owner of a structure containing a rooming house, a dormitory, two or more dwelling units or two or more nonresidential occupancies shall maintain, in a clean and sanitary condition, the shared or public areas of the structure and exterior property.
- B. Structural members. All structural members shall be maintained structurally sound and be capable of supporting the imposed loads.
- C. Interior surfaces. All interior surfaces, including windows and doors, shall be maintained in good, clean and sanitary condition. Peeling paint, cracked or loose plaster, decayed wood, and other defective surface conditions shall be corrected.
- D. Lead-based paint. Interior and exterior painted surfaces of dwellings and child- and day-care facilities, including fences and outbuildings, which contain lead levels equal to or greater than 1.0 milligram per square centimeter or in excess of 0.50% lead by weight shall be maintained in a condition free from peeling, chipping and flaking paint or removed or covered in an approved manner. Any surface to be covered shall first be identified by approved warnings as to the lead content of such surface. The code official will attach a lead hazard warning to all repair orders for target dwellings whenever these conditions are not maintained.
 - (1) Violations. Violations concerning lead-based paint shall be directed to the Director of Health for compliance with state and federal regulations.
 - (2) Deteriorated condition of painted surfaces. If a child under six years of age resides in the property and there exist deteriorated, flaking or loose paint conditions, the code official will collect a dust wipe sample when applicable. The sample will be sent to the Director of Health along with a report of conditions. If the dust sample test results exceed safe conditions as determined by the Director of Health based upon state and federal standards, the Director of Health shall order the lead hazard conditions to be abated.
- E. Stairs and railings. All interior stairs and railings shall be maintained in sound condition and good repair.
- F. Stairs and walking surfaces. Every stair, ramp, balcony, porch, deck or other walking surface shall comply with the provisions of § 242-41C.
- G. Handrails and guards. Every handrail and guard shall be firmly fastened and capable of supporting normally imposed loads and shall be maintained in good condition.

§ 242-1917. Rubbish and garbage.

- A. Accumulation of rubbish or garbage. All exterior property and premises and the interior of every structure shall be free from any accumulation of rubbish or garbage.
- B. Disposal of rubbish. Every occupant of a structure shall dispose of all rubbish in a clean and sanitary manner by placing such rubbish in containers normally utilized for such purpose in accordance with prevailing industry standards.
 - (1) Rubbish storage facilities. Tenants shall be responsible for the supplying of rubbish containers for all one- to four-unit dwellings. The owners shall be responsible for supplying rubbish containers for buildings with five or more dwelling units.
- C. Disposal of garbage. Every occupant of a dwelling shall store and dispose of any materials which might provide food for insects and/or rodents in a clean, safe and sanitary manner. All garbage cans and refuse containers shall be ratproof, insectproof, watertight, structurally strong to withstand handling stress, and easily filled, emptied and cleaned; shall be provided with tight-fitting covers or similar closures; and shall be maintained at all times in a clean, sanitary condition. Plastic bags may be used as garbage and refuse liners, but shall not be used without the container for on-site storage of garbage or refuse; provided, however, the code official may approve the use of plastic bags in circumstances which are found to be ratproof, insect proof and at all times in a clean and sanitary condition. All bulk storage containers shall be equipped with self-closing lids.
 - (1) Garbage facilities. Every owner of a dwelling containing five or more dwelling units shall supply facilities or refuse containers for the clean, safe and sanitary storage and/or disposal of garbage and/or refuse. The total capacity of all provided garbage and/or refuse containers shall be sufficient to meet the needs of the occupants of the dwelling. In the case of dwellings containing four units or less, it shall be the responsibility of each occupant to furnish such facilities or containers.
- D. Recycling. Containers and materials used in conjunction with an approved waste recovery (recycling) program shall be provided in accordance with such program. The presence of such materials and containers shall not constitute a violation of other provisions of this § 242-19. Tenants shall be responsible for supplying approved recycling containers for all one- to four-unit dwellings. Owners shall be responsible for supplying approved recycling containers for buildings with five or more dwelling units.
- E. Compost. Compost must be kept in an enclosure or bin not to exceed a footprint of 150 square feet or be more than 4 1/2 feet tall, and located to the rear of the dwelling.

§ 242-2018. Extermination.

- A. Infestation. All structures shall be kept free from insect and rat infestation. All structures in which insects or rats are found shall be promptly exterminated by approved processes that will not be injurious to human health. After extermination, proper precautions shall be taken to prevent reinfestation.
- B. Owner. The owner of any structure shall be responsible for extermination within the structure prior to renting or leasing the structure.

- C. Single occupant. The occupant of a one-family dwelling or of a single-tenant nonresidential structure shall be responsible for extermination on the premises.
- D. Multiple occupancy. The owner of a structure containing two or more dwelling units, a multiple occupancy, a rooming house or a nonresidential structure shall be responsible for extermination in the public or shared areas of the structure and exterior property. If infestation is caused by failure of an occupant to prevent such infestation in the area occupied, the occupants shall be responsible for extermination.
- E. Occupant.
 - (1) The occupant of any structure shall be responsible for the continued rat-free, insect-free condition of the structure, and if the occupant fails to maintain the rat-free, insect-free condition, the cost of extermination shall be the responsibility of the occupant.
 - (2) Exception: Where rat infestations are caused by defects in the structure, the owner shall be responsible for extermination.
 - (3) Referral to Director of Health. When deemed by a competent professional that the infestation has been found to be infectious, the matter will be referred to the Director of Health for appropriate action.

§ 242-21. Rooming houses, rooming units and tenement units; license requirements.

- A. General. No person shall operate a rooming house or tenement unit or shall occupy or let to another for occupancy any tenement unit or rooming unit in any dwelling which is not in compliance with the appropriate provisions of every section of this code. No owner or other person shall occupy or let to another for occupancy any rooming unit or tenement unit unless it complies with all applicable requirements of the Town of Manchester.
- B. Licensing requirements. No person shall operate a rooming house or tenement unit unless he holds a current, unrevoked rooming house or tenement unit license issued by the code official in the name of the operator and for the specific dwelling. The operator shall apply to the code official for such license, which shall be issued by the code official upon compliance by the operator with the applicable provisions of this code and of any procedural rules and regulations adopted pursuant thereto. This license shall be displayed in a conspicuous place within the dwelling at all times. Every person holding such a license shall give notice in writing to the code official within 24 hours after having sold, transferred, given away or otherwise disposed of ownership of, interest in or control of any rooming house or tenement unit. Such notice shall include the name and address of the person succeeding to the ownership or control of such rooming house or tenement unit. The new owner or operator must apply for transfer of the rooming house or tenement unit license within 48 hours of receiving ownership or control of the rooming house or tenement unit. Every rooming house or tenement unit license shall expire at the end of one year following its date of issuance, unless sooner suspended or revoked as hereinafter provided, and may be reissued for successive periods of not to exceed one year.
- C. Issuance or renewal of license. No operating license shall be issued or renewed unless the applicant, owner or operator agrees in his application to such inspection as the code official

may require to determine whether the rooming house or tenement unit in connection with such license is sought is in compliance with the applicable provisions and with applicable procedural rules and regulations adopted pursuant thereto.

- D. Temporary license. No such license shall be issued unless the rooming house or tenement unit in connection with which the license is sought is found after inspection to meet all applicable requirements and applicable procedural rules and regulations adopted pursuant thereto; except that a temporary license may be issued for a period not to exceed 60 days whenever an unmet requirement does not present a serious or immediate hazard to the health, safety and welfare of the occupants and when in the opinion of the code official the temporary license is in harmony with the general purpose and intent of this code.
- E. Denial of license. Any person whose application for a license to operate a rooming house or tenement unit has been denied may request in writing and shall be granted a hearing on the matter before the Municipal Board of Appeals pursuant to § 242-11 of this code.
- F. Owner's maintenance. The operator of every rooming house or tenement unit shall maintain in a clean, safe and sanitary condition the shared and/or public areas of the rooming house and premises thereof.
- G. Occupant's maintenance. The occupant of every rooming unit or tenement unit shall maintain in a clean, safe and sanitary condition that part or those parts of the rooming house, rooming unit or tenement unit and premises thereof that he occupies and controls, except that whenever the operator agrees as part of the letting for occupancy to provide cleaning or maintenance services, the operator shall provide these services and the occupant shall allow the operator or his agent to enter at reasonable times the areas which the occupant occupies and controls for the purpose of providing these services.
- H. Bathroom and toilet rooms. At least one flush water closet, lavatory basin and bathtub or shower shall be supplied for the exclusive use of each two tenement units. At least one flush water closet, lavatory basin and bathtub or shower, properly connected to a water and sewer system approved by the appropriate authority and in good working condition, shall be supplied for each five persons or fraction thereof residing within a rooming house, including members of the operator's family whenever they share the use of said facilities, provided:
 - (1) Flush urinals: That in a rooming house where rooms are let only to males, flush urinals may be substituted for not more than 1/2 the required number of flush water closets, and provided that there shall be at least one flush water closet.
 - (2) Toilet room location: That all such facilities shall be so located within the dwelling as to be reasonably accessible to all persons sharing such facilities and from a common hall or passageway, and provided that for a rooming house such facilities are not located more than one floor above or below the rooming unit served and for a tenement unit such facilities are located on the same floor as the tenement unit served.
 - (3) Water temperature: That every lavatory basin and bathtub or shower shall be supplied with adequate heated and unheated water under pressure at all times.
 - (4) Location: That if a rooming house has only one bathroom for use by the occupants of the rooming units, said facilities shall not be located below grade.

- I. Habitable rooms. Every rooming unit and tenement unit shall comply with all the requirements of this code pertaining to a habitable room. In addition, every window in every rooming unit shall be supplied with shades, drapes or other device or material which, when properly used, will afford privacy to the occupant of the rooming unit.
- J. Space requirements. Every rooming house and tenement unit shall comply with the following minimum space requirements:
 - (1) Minimum floor area. In each tenement unit there shall be at least one room containing not less than 120 square feet of floor area.
 - (2) Calculation of floor space. There shall be at least 100 square feet of floor area for each occupant thereof. The floor space shall be calculated on the basis of total habitable room area.
 - (3) Area for sleeping purposes. Every room occupied for sleeping purposes by one person shall contain at least 70 square feet of floor area, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.
 - (4) Shared or public areas. Whenever a rooming unit contains less than 100 square feet of floor area for each occupant thereof, there shall be sufficient shared or public area available to provide a total of 100 square feet for the use of each occupant of the rooming unit. The floor space shall be calculated on the basis of habitable room area only.
- K. Rooming house. The following provisions shall apply in all rooming houses:
 - (1) Cooking prohibited. Cooking in rooming units is prohibited.
 - (2) Communal cooking and dining facilities. Communal cooking and dining facilities in a rooming house must be approved by the code official in writing.
 - (3) Food service and dining facilities. All food service and dining facilities provided for the occupants shall comply with the State of Connecticut Public Health Code.
 - (4) Privacy locks. Access doors to rooming units shall have operating locks to ensure privacy.
 - (5) Bed linens and towels. Unless exempted by the code official in writing, the operator shall supply and change bed linen and towels therein at least once a week and prior to the letting of any room to any occupancy. The operator shall be responsible for the maintenance of all supplied bedding in a clean and sanitary manner.
- L. Access to egress. Every rooming or tenement unit shall have immediate access to two or more approved means of egress, appropriately marked, leading to safe and open space at ground level or as required by the appropriate statutes, ordinances and regulations of the Town of Manchester and the State of Connecticut.
- M. Handrails and guards. Structurally sound handrails shall be provided on any steps containing four risers or more. Porches, patios and/or balconies located more than 30 inches higher than

the adjacent areas shall have structurally sound protective guard or handrails.

- N. Arrangement. Access to or egress from each rooming or tenement unit shall be provided without passing through any other rooming unit or tenement unit.
- O. Inspection for license. Whenever, upon inspection of a licensed rooming house or tenement unit, the code official finds that conditions or practices exist which are in violation of the provisions of this code or any applicable procedural rules and regulations adopted pursuant thereto, the code official shall serve the owner or operator with notice of such violation in the manner provided in this code. Such notice shall state that, unless the violations cited are corrected within a specified reasonable time period, the operating license may be suspended.
- P. Reinspection for license. At the end of the time allowed for correction of any violation cited, the code official shall reinspect the rooming house or tenement unit and, if such conditions have not been corrected, an order suspending the operating license may be issued.
- Q. Appeal of suspended license. Any person whose license to operate a rooming house or tenement unit has been suspended shall be entitled to an appeal to the Municipal Board of Appeals pursuant to § 242-11 of this code. If no request for appeal reaches the code official within 21 days following issuance of the order of suspension, the license shall be revoked; except that prior to revocation any person whose license has been suspended may request reinspection, upon showing that the violation or violations cited in the notice have been corrected.
- R. Inspections for reinstatement of license. If, upon reinspection, the code official finds that the rooming house or tenement unit in connection with which the notice was issued is now in compliance with this code and with the applicable procedural rules and regulations adopted pursuant thereto, the code official shall reinstate the license. A request for reinspection shall not extend the suspension period, unless the code official grants such an extension.

ARTICLE IV Light, Ventilation and Occupancy Limitations

§ 242-22. Scope; responsibility; alternative devices.

- A. Scope. The provisions of this chapter shall govern the minimum conditions and standards for light, ventilation and space for occupying a structure.
- B. Responsibility. The owner of the structure shall provide and maintain light, ventilation and space conditions in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that does not comply with the requirements of this chapter.
- C. Alternative devices. In lieu of the means for natural light and ventilation herein prescribed, artificial light or mechanical ventilation complying with the building code listed in Article VIII shall be permitted.

§ 242-23. Definitions.

The following words and terms shall, for the purposes of this chapter and as stated elsewhere in this code, have the meanings shown herein:

HABITABLE SPACE — Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

OPENABLE AREA — That part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

VENTILATION — The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

§ 242-24. Light.

- A. Habitable spaces. Every habitable space shall have at least one window of approved size facing directly to the outdoors or to a court. The minimum total window area, measured between stops, for every habitable space shall be 8% of the floor area of such room, except in kitchens where artificial light is provided in accordance with the provisions of the building code listed in Article VIII. Wherever walls or other portions of a structure face a window of any room and such obstructions are located less than three feet (914 mm) from the window and extend to a level above that of the ceiling of the room, such window shall not be deemed to face directly to the outdoors nor to a court and shall not be included as contributing to the required minimum total window area for the room.
- B. Common halls and stairways. Every common hall and stairway, other than in one- and two-family dwellings, shall be lighted at all times with at least a sixty-watt standard incandescent light bulb or equivalent for each 200 square feet (19 m²) of floor area, provided that the spacing between lights shall not be greater than 30 feet (9,144 mm). Every exterior stairway shall be illuminated with a minimum of one footcandle (11 lux) at floors, landings and treads.
- C. Other spaces. All other spaces shall be provided with natural or artificial light sufficient to

permit the maintenance of sanitary conditions and the safe occupancy of the space and utilization of the appliances, equipment and fixtures.

§ 242-25. Ventilation.

- A. Habitable spaces. Every habitable space shall have at least one openable window. The total openable area of the window in every room shall be equal to at least 45% of the minimum glazed area required in § 242-24A.
- B. Bathrooms and toilet rooms. Every bathroom and toilet room shall comply with the ventilation requirements for habitable spaces as required by § 242-25A, except that a window shall not be required in spaces equipped with a mechanical ventilation system that complies with the following:
 - (1) Air exhausted by a mechanical ventilation system from a bathroom within a dwelling unit shall be exhausted to the exterior and shall not be recirculated to any space, including the space from which such air is withdrawn.
 - (2) Air exhausted by a mechanical ventilation system from all other bathrooms or toilet rooms shall be exhausted to the exterior without recirculation to any space, or not more than 85% of the exhaust air shall be recirculated where the system is provided with effective absorption and filtering equipment.
- C. Cooking facilities.
 - (1) Unless approved through the certificate of occupancy, cooking shall not be permitted in any rooming unit or dormitory unit, and a cooking facility or appliance shall not be permitted to be present in a rooming unit or dormitory unit.
 - (2) Exception: Where specifically approved in writing by the code official.
- D. Process ventilation. Where injurious, toxic, irritating or noxious fumes, gases, dusts or mists are generated, a local exhaust ventilation system shall be provided to remove the contaminating agent at the source. Air shall be exhausted to the exterior and not be recirculated to any space.
- E. Clothes dryer exhaust. Clothes dryer venting systems shall be independent of all other systems and shall be vented in accordance with the manufacturer's instructions.

§ 242-26. Occupancy limitations.

- A. Privacy. Dwelling units, hotel units, rooming units and dormitory units shall be arranged to provide privacy and be separate from other adjoining spaces.
- B. Access from sleeping rooms.
 - (1) Sleeping rooms shall not constitute the only means of access to other sleeping rooms or habitable spaces.
 - (2) Exception: Dwelling units that contain fewer than two bedrooms.

- C. Area for sleeping purposes. Every room occupied for sleeping purposes by one occupant shall contain at least 70 square feet (6.5 m²) of floor area, and every room occupied for sleeping purposes by more than one person shall contain at least 50 square feet (4.6 m²) of floor area for each occupant thereof.
- D. Water closet accessibility. Every bedroom shall have access to at least one water closet and one lavatory without passing through another bedroom.
- E. Overcrowding. Dwelling units shall not be occupied by more occupants than permitted by the minimum area requirements of Table A below:

Table A
Minimum Area Requirements

Space	Minimum Area (square feet)**		
	1 - 2 Occupants	3 - 5 Occupants	6 or More Occupants
Living room*	No requirements	120	150
Dining room*	No requirements	80	100
Kitchen	50	50	60
Bedrooms	Shall comply with § 242-26C		

NOTES:

* See § 242-26F for combined living room/dining room spaces.

** 1 square foot = 0.093 m².

- F. Combined spaces. Combined living room and dining room spaces shall comply with the requirements of Table A (§ 242-26E) if the total area is equal to that required for separate rooms and if the space is located so as to function as a combination living room/dining room.
- G. Prohibited occupancy. Kitchens, nonhabitable spaces and interior public areas shall not be occupied for sleeping purposes.
- H. Minimum ceiling heights.
 - (1) Habitable spaces, hallways, corridors, laundry areas, bathrooms, toilet rooms and habitable basement areas shall have a clear ceiling height of not less than seven feet (2,134 mm).
 - (2) Exceptions:
 - (a) In one- and two-family dwellings, beams or girders spaced not less than four feet (1,219 mm) on center and projecting not more than six inches (152 mm) below the required ceiling height.
 - (b) Basement rooms in one- and two-family dwellings occupied exclusively for

laundry, study or recreation purposes, having a ceiling height of not less than six feet eight inches (2,033 mm) with not less than six feet four inches (1,932 mm) of clear height under beams, girders, ducts and similar obstructions.

- (c) Rooms occupied exclusively for sleeping, study or similar purposes and having a sloped ceiling over all or part of the room, with a clear ceiling height of at least seven feet (2,134 mm) over not less than 1/3 of the required minimum floor area. In calculating the floor area of such rooms, only those portions of the floor area with a clear ceiling height of five feet (1,524 mm) or more shall be included.
- I. Minimum room widths. A habitable room, other than a kitchen, shall not be less than seven feet (2,134 mm) in any plan dimension. Kitchens shall have a clear passageway of not less than three feet (914 mm) between counterfronts and appliances or counterfronts and walls.
- J. Food preparation. All spaces to be occupied for food preparation purposes shall contain suitable space and equipment to store, prepare and serve foods in a sanitary manner. There shall be adequate facilities and services for the sanitary disposal of food wastes and refuse, including facilities for temporary storage.

ARTICLE V
Plumbing Facilities and Fixture Requirements

§ 242-27. Scope; responsibility.

- A. Scope. The provisions of this chapter shall govern the minimum plumbing facilities and plumbing fixtures to be provided.
- B. Responsibility. The owner of the structure shall provide and maintain such plumbing facilities and plumbing fixtures in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any structure or premises which does not comply with the requirements of this chapter.

§ 242-28. Definitions.

The following words and terms shall, for the purposes of this chapter and as stated elsewhere in this code, have the meanings shown herein:

BATHROOM — A room containing plumbing fixtures, including a bathtub or shower.

PLUMBING — The practice, materials and fixtures utilized in the installation, maintenance, extension and alteration of all piping, fixtures, appliances and appurtenances within the scope of the plumbing code listed in Article VIII.

PLUMBING FIXTURE — A receptacle or device which is either permanently or temporarily connected to the water distribution system of the premises, and demands a supply of water therefrom; or discharges wastewater, liquid-borne waste materials, or sewage either directly or indirectly to the drainage system of the premises; or which requires both a water supply connection and a discharge to the drainage system of the premises.

TOILET ROOM — A room containing a water closet or urinal but not a bathtub or shower.

§ 242-29. Required facilities.

- A. Dwelling units. Every dwelling unit shall contain its own bathtub or shower, lavatory, water closet and kitchen sink which shall be maintained in a sanitary, safe working condition. The lavatory shall be placed in the same room as the water closet or located in close proximity to the door leading directly into the room in which such water closet is located.
- B. Rooming houses. At least one water closet, lavatory and bathtub or shower shall be supplied for each four rooming units.

§ 242-30. Toilet rooms.

- A. Privacy. Toilet rooms and bathrooms shall provide privacy and shall not constitute the only passageway to a hall or other space, or to the exterior.
- B. Location. Toilet rooms and bathrooms serving hotel units, rooming units or dormitory units shall have access by traversing not more than one flight of stairs and shall have access from a common hall or passageway.

§ 242-31. Plumbing fixtures.

- A. General. All plumbing fixtures shall be properly installed and maintained in working order and shall be kept free from obstructions, leaks and defects and be capable of performing the function for which such plumbing fixtures are designed. All plumbing fixtures shall be maintained in a safe, sanitary and functional condition.
- B. Fixture clearances. Plumbing fixtures shall have adequate clearances for usage and cleaning.

§ 242-32. Water system.

- A. General. Every sink, lavatory, bathtub or shower, drinking fountain, water closet or other plumbing fixture shall be properly connected to either a public water system or to an approved private water system. All kitchen sinks, lavatories, laundry facilities, bathtubs and showers shall be supplied with hot or tempered and cold running water.
- B. Contamination. The water supply shall be maintained free from contamination, and all water inlets for plumbing fixtures shall be located above the flood level rim of the fixture. Shampoo basin faucets, janitor sink faucets, and other hose bibs or faucets to which hoses are attached and left in place shall be protected by an approved atmospheric-type vacuum breaker or an approved permanently attached hose connection vacuum breaker.
- C. Supply. The water supply system shall be installed and maintained to provide a supply of water to plumbing fixtures, devices and appurtenances in sufficient volume and at pressures adequate to enable the fixtures to function properly, safely, and free from defects and leaks.
- D. Water heating facilities. Water heating facilities shall be properly installed, maintained and capable of providing an adequate amount of water to be drawn at every required sink, lavatory, bathtub, shower and laundry facility at a temperature of not less than 110° F. (43° C.). A gas-burning water heater shall not be located in any bathroom, toilet room, bedroom or other occupied room normally kept closed, unless adequate combustion air is provided. An approved combination temperature and pressure relief valve and relief valve discharge pipe shall be properly installed and maintained on water heaters.

§ 242-33. Sanitary drainage system.

- A. General. All plumbing fixtures shall be properly connected to either a public sewer system or to an approved private sewage disposal system.
- B. Maintenance. Every plumbing stack, vent, waste and sewer line shall function properly and be kept free from obstructions, leaks and defects.

§ 242-34. Storm drainage.

- A. General. Drainage of roofs and paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a public nuisance.

ARTICLE VI Mechanical and Electrical Requirements

§ 242-35. Scope; responsibility.

- A. Scope. The provisions of this chapter shall govern the minimum mechanical and electrical facilities and equipment to be provided.
- B. Responsibility. The owner of the structure shall provide and maintain mechanical and electrical facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises which does not comply with the requirements of this chapter.

§ 242-36. Heating facilities.

- A. Facilities required. Heating facilities shall be provided in structures as required by this section.
- B. Residential buildings. Every dwelling shall be provided with heating facilities capable of maintaining a room temperature of 65° F. (18° C.) or as required by Connecticut General Statutes § 19a-109, in all habitable rooms, bathrooms and toilet rooms based on the outside design temperature required for the locality by the mechanical code listed in Article VIII.
 - (1) Heat supply. Every owner and operator of any building who rents, leases or lets one or more dwelling unit, rooming unit, dormitory or guest room on terms, either express or implied, to furnish heat to the occupants thereof shall supply sufficient heat as prescribed by Connecticut General Statutes § 19a-109.
 - (2) Room temperature exception. When the outdoor temperature is below the outdoor design temperature required for the locality by the Connecticut General Statutes listed in Article VIII, the owner or operator shall not be required to maintain the minimum room temperatures, provided that the heating system is operating at full capacity, with supply valves and dampers in a full open position.
- C. Room temperature measurement. The required room temperatures shall be measured at a point three feet (914 mm) above the floor and three feet (914 mm) from the exterior walls.

§ 242-37. Mechanical equipment.

- A. Mechanical equipment. All mechanical equipment, fireplaces and solid-fuel-burning appliances shall be properly installed and maintained in a safe working condition and shall be capable of performing the intended function.
- B. Equipment access. Access to outdoor mechanical equipment shall be maintained under all weather conditions.
- C. Cooking and heating equipment. All cooking and heating equipment, components and accessories in every heating, cooking and water-heating device shall be maintained free from leaks and obstructions.

D. Fuel.

- (1) All fuel-burning equipment and appliances shall be connected to an approved chimney or vent.
- (2) Exception: Fuel-burning equipment and appliances which are labeled for unvented operation.

E. Clearances. All required clearances to combustible materials shall be maintained.

F. Safety controls. All safety controls for fuel-burning equipment shall be maintained in effective operation.

G. Combustion air. A supply of air for complete combustion of the fuel and for ventilation of the space shall be provided for the fuel-burning equipment.

H. Energy conservation devices. Devices purporting to reduce fuel consumption by attachment to a fuel-burning appliance, to the fuel supply line thereto, or to the vent outlet or vent piping therefrom shall not be installed unless labeled for such purpose and the installation is specifically approved.

§ 242-38. Electrical facilities.

- A. Facilities required. Every occupied building shall be provided with an electrical system in compliance with the requirements of this section and § 242-39.
- B. Service. The size and usage of appliances and equipment shall serve as a basis for determining the need for additional facilities in accordance with NFPA 70 listed in Article VIII. Every dwelling shall be served by a main service that is not less than 60 amperes, three wires, except for existing approved two-wire systems.
- C. Electrical system hazards. Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard.

§ 242-39. Electrical equipment.

- A. Installation. All electrical equipment, wiring and appliances shall be properly installed and maintained in a safe and approved manner.
- B. Receptacles. Every habitable space in a dwelling shall contain at least two separate and remote receptacle outlets. Every laundry area shall contain at least one grounded-type receptacle, except for existing approved two-wire systems. Every bathroom shall contain at least one receptacle.
- C. Lighting fixtures. Every public hall, interior stairway, water closet compartment, bathroom, laundry room and furnace room shall contain at least one electric lighting fixture.

ARTICLE VII Fire Safety Requirements

§ 242-40. Scope; responsibility.

- A. Scope. The provisions of this chapter shall govern the minimum conditions and standards for fire safety relating to one- and two-family dwellings and their exterior premises, including fire safety facilities and equipment to be provided.
- B. Responsibility. The owner of the premises shall provide and maintain such fire safety facilities and equipment in compliance with these requirements. A person shall not occupy as owner-occupant or permit another person to occupy any premises that do not comply with the requirements of this chapter.

§ 242-41. Means of egress.

- A. General. A safe, continuous and unobstructed means of egress shall be provided from the interior of a structure to a public way.
- B. Arrangement. Exits from dwelling units shall not lead through other such units, or through toilet rooms or bathrooms.
- C. Stairways, handrails and guards. Every exterior and interior flight of stairs having four or more risers, and every open portion of a stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches (762 mm) above the floor or grade below shall have guards. Handrails shall not be less than 30 inches (762 mm) nor more than 42 inches (1,067 mm) high, measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches (762 mm) high above the floor of the landing, balcony, porch, deck, ramp or other walking surface.
- D. Locked doors. All means of egress doors shall be readily openable from the side from which egress is to be made without the need for keys, special knowledge or effort, except as provided for in § 242-41D(1).
 - (1) Locks permitted. Locks or fasteners shall not be installed on egress doors except in accordance with the building code listed in Article VIII.
- E. Emergency escape.
 - (1) Every sleeping room located in basements of occupancies in Use Group R shall have at least one openable window or exterior door approved for emergency escape or rescue; or shall have access to not less than two approved independent exits and in accordance with the Fire Code listed in Article VIII.
 - (2) Exception: Buildings equipped throughout with an automatic fire suppression system.
 - (3) Security. Bars, grilles or screens placed over emergency escape windows shall be releasable or removable from the inside without the use of a key, tool or force greater than that which is required for normal operation of the window.

§ 242-42. Accumulations and storage.

- A. Accumulations. Rubbish, garbage or other materials shall not be stored or allowed to accumulate in stairways, passageways, doors, windows, fire escapes or other means of egress.
- B. Hazardous material. Combustible, flammable, explosive or other hazardous materials, such as paints, volatile oils and cleaning fluids, or combustible rubbish, such as wastepaper, boxes and rags, shall not be accumulated or stored unless such storage complies with the applicable requirements of the building code and in accordance with Connecticut General Statutes.

§ 242-43. Fire protection systems.

- A. General. All systems, devices and equipment to detect a fire, actuate an alarm, or suppress or control a fire or any combination thereof shall be properly maintained.¹
- B. Smoke detectors. A minimum of one approved single-station or multiple-station smoke detector shall be installed in each sleeping area in Use Group R dwelling units and in the immediate area of the bedrooms. In all residential occupancies, smoke detectors shall be required on every story of the dwelling unit, including basements. In dwelling units with split levels and without an intervening door between the adjacent levels, a smoke detector installed on the upper level shall suffice for the adjacent lower level, provided that the lower level is less than one full story below the upper level and in accordance with Connecticut General Statutes.

1. Editor's Note: See Ch. 103, Alarm Systems.

ARTICLE VIII Referenced Standards

§ 242-44. List of referenced standards.

This chapter lists the standards that are referenced in various sections of this document. The standards are listed herein by the promulgating agency of the standard, the standard identification, the effective date and title, and the section or sections of this document that reference the standard. All referenced standards shall be the most recent edition approved by the cognizant regulatory authority for use in the State of Connecticut. The application of the referenced standards shall be as specified in § 242-1D.

A. BOCA National Property Maintenance Code.

Building Officials and Code Administrators International, Inc.
4051 West Flossmoor Road
Country Club Hills, Illinois 60477-5795

B. Connecticut State Building Code.

Connecticut General Statutes Chapter 541, Part I
Building Officials and Code Administrators International, Inc.
4051 West Flossmoor Road
Country Club Hills, Illinois 60477-5795
National Electrical Code
National Fire Protection Association
Batterymarch Park
Quincy, Massachusetts 02269
Connecticut State Building Code - Connecticut Supplement June 15, 1994
Department of Public Safety
Division of Fire, Emergency and Building Services
P.O. Box 2794
Middletown, Connecticut 06457-9294
Title - State Building Code - State Supplement

C. Connecticut State Fire Safety Code.

Connecticut General Statutes Chapter 541, Part II
Connecticut Fire Safety Code - Connecticut Supplement
Legal Publications Office
Office of Distribution
111 Phoenix Avenue
Enfield, Connecticut 06082
Title - Connecticut Fire Safety Code - Connecticut Supplement

ARTICLE IX Glossary of Terms

§ 242-45. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPROVED — Approved by the code official.

BASEMENT — The portion of a building which is partly or completely below grade.

BATHROOM — A room containing plumbing fixtures, including a bathtub or shower.

BED-AND-BREAKFAST INN — An owner-occupied single-family detached home, or portion thereof, where short-term lodging and meals are provided.

BOCA NATIONAL BUILDING CODES — Building Officials and Code Administrators International, Inc.

BUILDING — Any structure occupied or intended for supporting or sheltering any occupancy.

BUILDING CODE — The building code officially adopted by the State of Connecticut under Connecticut General Statutes Chapter 541, Part I, and shall include any code, rule, or regulation incorporated therein by reference.

CODE OFFICIAL — The code official shall be the named Chief Building Inspector pursuant to § 11-4 of the Town Charter and the named Building Official as designated by Connecticut General Statutes Chapter 541, Part I, unless another qualified official is otherwise designated by the Board of Directors. The code official shall be charged with the administration and enforcement of this code, or any duly authorized representative.

CONDEMN, CONDEMNATION — To adjudge unfit for occupancy.

CONSTRUCTION DOCUMENTS — All the written, graphic and pictorial documents prepared or assembled for describing the design, location and physical characteristics of the elements of the project necessary for obtaining a building permit. The construction drawings shall be drawn to an appropriate scale.

DWELLINGS (AND TYPES OF) — Any building which contains dwelling units used, intended, or designed to be built, used, rented, leased, let or hired out to be occupied, or which are occupied for living purposes.

- A. **DORMITORY** — A space in a building where group sleeping accommodations are provided in one room, or in a series of closely associated rooms, for persons not members of the same family group.
- B. **DWELLING UNIT** — A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.
- C. **MULTIPLE-FAMILY DWELLING** — A building or portion thereof containing more than two dwelling units.
- D. **ONE-FAMILY DWELLING** — A building containing one dwelling unit with not more than

five lodgers or boarders.

- E. ROOMING HOUSE — A building arranged or occupied for lodging, with or without meals, for compensation and not occupied as a one-family dwelling or a two-family dwelling.
- F. ROOMING UNIT — Any room or group of rooms forming a single habitable unit occupied or intended to be occupied for sleeping or living, but not for cooking purposes, and containing six or more occupants.
- G. TWO-FAMILY DWELLING — A building containing two dwelling units with not more than five lodgers or boarders per family.

EXISTING — All premises, properties and structures not under construction, regardless of date of completion or development.

EXTERIOR PROPERTY — The open space on the premises and on adjoining property under control of owners or operators of such premises.

EXTERMINATION — The control and elimination of insects, rats or other pests by eliminating their harborage places; by removing or making inaccessible materials that serve as their food; by poison spraying, fumigating, trapping or by any other approved pest elimination methods.

FAMILY — An individual or married couple and the children thereof, or children legally adopted or under guardianship thereof, with not more than two other persons related directly to the individual or married couple by blood or marriage; or a group of not more than five unrelated persons, living together as a single housekeeping unit in a dwelling unit.

GARBAGE — The animal and vegetable waste resulting from the handling, preparation, cooking and consumption of food.

HABITABLE SPACE — Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces, and similar areas are not considered habitable spaces.

INCLUDED MUNICIPAL FACILITIES —

- A. The three Town administrative offices known as the "Town Hall," the "Lincoln Center" and the "Weiss Center."
- B. The two public libraries.
- C. The Probate Court Building.
- D. All Fire Department stations.
- E. The police station.
- F. The Recreation Office and lodge at Center Springs Park.
- G. The Water and Sewer Administrative Offices on Spring Street.
- H. All public schools (which shall not include the former Bentley School on Hollister Street.)

INFESTATION — The presence, within or contiguous to a structure or premises, of insects, rats, vermin or other pests.

LET FOR OCCUPANCY or LET — To permit, provide or offer possession or occupancy of a dwelling, dwelling unit, rooming unit, building, premises or structure by a person who is or is not the legal owner of record thereof, pursuant to a written or unwritten lease, agreement or license, or pursuant to a recorded or unrecorded agreement of contract for the sale of land.

OCCUPANCY — The purpose for which a building or portion thereof is utilized or occupied.

OCCUPANT — Any person living or sleeping in a building; or having possession of a space within a building.

OPENABLE AREA — That part of a window or door which is available for unobstructed ventilation and which opens directly to the outdoors.

OPERATOR — Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER — Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court.

PERSON — An individual, corporation, partnership or any other group acting as a unit.

PLUMBING — The practice, materials, and fixtures utilized in the installation, maintenance, extension and alteration of all piping, fixtures, appliances and appurtenances within the scope of the plumbing code listed in Article VIII.

PLUMBING FIXTURE — A receptacle or device which is either permanently or temporarily connected to the water distribution system of the premises, and demands a supply of water therefrom; or discharges wastewater, liquid-borne waste materials, or sewage either directly or indirectly to the drainage system of the premises; or which requires both a water supply connection and a discharge to the drainage system of the premises.

PREMISES — A lot, plot or parcel of land, including any structures thereon.

PUBLIC NUISANCE — Includes any of the following:

- A. The physical condition or occupancy of any premises regarded as a public nuisance at common law;
- B. Any physical condition or occupancy of any premises or its appurtenances considered an attractive nuisance to children, including, but not limited to, abandoned wells, shafts, basements, excavations and unsafe fences or structures;
- C. Any premises that has unsanitary sewerage or plumbing facilities;
- D. Any premises designated as unsafe for human habitation;
- E. Any premises that is manifestly capable of being a fire hazard, or is manifestly unsafe or unsecure so as to endanger life, limb or property;
- F. Any premises from which the plumbing, heating or facilities required by this code have been removed, or from which utilities have been disconnected, destroyed, removed or rendered

ineffective, or the required precautions against trespassers have not been provided;

- G. Any premises that is unsanitary, or that is littered with rubbish or garbage, or that has an uncontrolled growth of weeds; or
- H. Any structure that is in a state of dilapidation, deterioration or decay; faulty construction; overcrowded; open, vacant or abandoned; damaged by fire to the extent so as not to provide shelter; in danger of collapse or failure; and dangerous to anyone on or near the premises.

REGISTERED DESIGN PROFESSIONAL — An architect or engineer, registered or licensed to practice professional architecture or engineering, as defined by the statutory requirements of the professional registration laws of the state in which the project is to be constructed.

RUBBISH — Combustible and noncombustible waste materials, except garbage; the term shall include the residue from the burning of wood, coal, coke and other combustible materials, paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

STRUCTURE — That which is built or constructed or a portion thereof.

TENANT — A person, corporation, partnership or group, whether or not the legal owner of record, occupying a building or portion thereof as a unit.

TOILET ROOM — A room containing a water closet or urinal but not a bathtub or shower.

VENTILATION — The natural or mechanical process of supplying conditioned or unconditioned air to, or removing such air from, any space.

WEED — All grasses, annual plants, and vegetation other than trees or shrubs; provided, however, this term (weed) shall not include cultivated flowers and gardens.

WEED (NOXIOUS) — Includes poison ivy, poison sumac, poison oak and plants causing similar adverse reactions in humans when contact is made with exposed skin.

WORKMANLIKE — Executed in a skilled manner; e.g., generally plumb, level, square, in line, undamaged, and without marring adjacent work.

YARD — An open space on the same lot with a structure.

~~§ 251-1. Purpose.~~

~~It is found and declared that abandoned, unattended or discarded iceboxes, refrigerators and other airtight containers are a constant menace to the health, welfare and safety of children in the Town.~~

~~§ 251-2. Abandonment prohibited.~~

~~It shall be unlawful to leave or permit to remain outside of any dwelling, building or other structure or within any unoccupied or abandoned buildings, dwelling or other structure under his or its control, in a place accessible to children, any abandoned, unattended or discarded icebox, refrigerator or other container which has an airtight door or lid, snap lock or other locking device which may not be released from the inside, without first removing said door or lid, snap lock or other locking device from such icebox, refrigerator or container.~~

~~§ 251-3. Penalties for offenses.~~

~~Any person violating the provisions of this section shall, upon conviction, be punished in accordance with § 53-215 of the General Statutes.~~

ARTICLE I
Regulations
[Adopted as Secs. 14-1 to 14-13 of the 1996 Code]

§ 279-1. Adoption of regulations governing street work.

The Board of Directors shall, from time to time, adopt such regulations as it deems fitting, necessary or proper to control the issuance of permits for street work and the work to be done under said permit. These regulations may be amended from time to time by the Board of Directors upon recommendation of the Director of Public Works.

§ 279-2. Manual for street work.

The Director of Public Works, with the express approval of the Town Planning and Zoning Commission, shall compile, and amend, a manual listing of all types of work to be performed in, on, over or under any of the streets or highways in the Town by anyone other than the Town for which a permit is required by the ordinances of the Town or the statutes of the state. This manual shall include the regulations required by § 279-1 and shall be filed with the Town Clerk.

§ 279-3. Obstructions to be guarded by barriers and lights.

Streets and sidewalks obstructed by excavations or building material must be guarded by barriers during the day and by both barriers and colored lights by night.

§ 279-4. Closing of streets and bridges for construction.

- A. Closing of highways. The Director of Public Works may close or restrict traffic over any section of any Town street, highway or bridge for the purpose of construction, reconstruction or repair by posting notices at each end of such section of a Town street or highway or each end of such bridge.
- B. Signs. On any street, highway or bridge maintained by the Town where construction, reconstruction or repairs are under way under the supervision of the Director, the display of reflectorized signs erected under the provisions of Subsection A hereof shall be deemed adequate notice and warning, provided there are no openings or obstructions within the traveled portion of the road or adjacent thereto.
- C. Requirements. All such signs shall conform to requirements and specification for signs and traffic devices established by the Town traffic authority and the State Department of Transportation.
- D. Assumption of risk. Any person or persons using a Town street, highway or bridge which has been designated so closed or restricted under the provisions of Subsection A hereof shall do so at his risk except with respect to any injury or loss not traceable to a defect or condition caused or created in the process of construction, reconstruction or repair.
- E. Liabilities. Nothing contained herein shall affect the responsibilities or liabilities of any person, firm or corporation other than the Town.

§ 279-5

§ 279-5. License required to move buildings.

It shall be unlawful and a nuisance to move any building through any street or highway of the Town or to permit any building in process of moving to remain in any such street or highway without a license from the Superintendent of Highways.

§ 279-6. License required to deposit building materials.

It shall be unlawful and a nuisance to place or continue the deposit of any building materials on any street or highway of the Town without a license from the Superintendent of Highways.

§ 279-7. Discharging drains upon sidewalks.

The opening or continuing of a drain or conductor pipe in such a manner that the same is discharged upon the surface of any street, highway, sidewalk, curb or property of the Town shall be unlawful and a nuisance.

§ 279-8. Interfering with officers in keeping streets unobstructed.

It shall be unlawful and a nuisance to resist, molest, disobey or interfere with the Superintendent of Highways, or any officer of the Town, while engaged in the duty of keeping the streets or highways of the Town free from obstruction and convenient for public use.

§ 279-9. Placing or offensive carrying of rubbish.

The placing, dropping or throwing upon the streets and highways of any materials or substances which obstruct or impede the use of such streets and highways or which render the use of such streets and highways hazardous or which render such streets and highways unsightly shall be unlawful and a nuisance.

§ 279-10. Awnings projecting over sidewalks.

In maintaining awnings projecting over any sidewalk in the Town there shall be a minimum clearance of seven feet from the sidewalk to the lowest part of the framework or any fixed portion of any retractable awning, except that the bottom of the valance of canvas awnings may extend to six feet nine inches above the sidewalk. Retractable awnings shall be securely fastened to the building and shall not extend closer than 12 inches from the curblin. They shall be equipped with a mechanism or device for raising and holding the awning in a retracted or closed position against the face of the building. Violation of this section shall constitute a violation of this Code and shall be a nuisance.

§ 279-11. Improper control of horses; leading, driving on sidewalks.

No person shall drive, guide or have the care of two or more horses harnessed respectively to different vehicles; and no person shall lead or drive any horse upon any sidewalk or footpath except whenever necessary to cross the same.

§ 279-12. Penalties for offenses; costs to abate nuisances.

Any person who shall commit, aid, advise, abet or encourage the committing of any of the acts of nuisance enumerated in § 279-7, 279-8, 279-9, 279-10 or 279-11 shall be fined not less than \$10 nor more than \$100 in addition to the costs of abating such nuisance or eliminating the effect thereof. Such costs, if not paid within 30 days of the written notification of the amount due, shall bear interest from the date of such abatement or elimination at the same rate of interest as is provided by law for interest on delinquent taxes. The continuance of any encroachment or obstruction upon any street or highway, or the continuance of any of the enumerated acts of nuisance which is of a continuing nature for a day of 24 hours after the day of commencement thereof shall be deemed a separate and single offense.

§ 279-13. Maintenance of sidewalk and tree belt by owner; removal of litter and grass; penalties for offenses.

- A. Every person owning land within the Town upon or adjacent to which is a sidewalk shall at all times maintain said sidewalk in a safe condition, subject to Subsection C of this section, for the use of the public, and shall at all times remove therefrom all obstructions or any substance, and all litter of leaves, grass, gravel, dirt, or other things which would in any way impede or imperil public travel upon said sidewalk or to render it unsafe.
- B. The owner of lands which front on presently accepted highways or streets in the Town shall maintain the ground surfaces of the tree belt between the edge of the roadway surface and the property line of said lands in a neat and graded manner, free and clear of all bushes, standing grass and litter of every sort, and free of holes and defects which would constitute a danger to pedestrians.
- C. The owner of lands whose duty it is to comply with the provisions of this section who shall violate any of said provisions shall be fined not less than \$5 nor more than \$25 plus the cost to correct the violation, if such action is required by and performed by the Town. The Town shall notify the owner, in writing, at least seven days in advance, that corrective action will be taken by the Town at the owner's expense.

ARTICLE II
Traffic Control at Construction Activity
[Adopted 11-18-1997 (Sec. 14-14 of the 1996 Code)]

§ 279-14. Barricades and other protection at repair work sites.

When any excavation, construction or repair of or on any public roadway, street (excluding limited access highways, adjoining ramps and state/federal roads) or sidewalk or the destruction of any building within the Town of Manchester (hereinafter referred to as "repair work") creates or may create a hazard or inconvenience to vehicular or pedestrian traffic or in any way causes or may cause a hazard to the public safety, as determined by the Chief of Police or his designee, the person so engaged in any repair work must provide adequate protection, as the Chief of Police or his designee may require. If the Chief of Police or his designee determines that the site may be adequately protected by placement of appropriate barricades, the person engaged in any such repair work shall provide such barricades and barricade warning lights as the Chief of Police or his designee shall require.

§ 279-15. Use of municipal flagpersons.

A. If the Chief of Police or his designee, in his sole discretion, determines that the public safety requires the use of a flagperson, and the repair work takes place during normal business hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday; and affects one or more of the following Town principal or minor arterial roads, and the repair work is not de minimis in nature, the Chief of Police shall require that the person engaged in the repair work first utilize officers of the Manchester Police Department as flagpersons.

(1) Principal arterials.

- (a) Route 83 (Main Street) — Charter Oak Street to Center Street.
- (b) Buckland Street — Tolland Turnpike to South Windsor Town line.

(2) Minor arterials.

- (a) Broad Street.
- (b) West and East Middle Turnpike — New State Road to Woodbridge Street.
- (c) North Main Street — Main Street to Tolland Turnpike.
- (d) New State Road — West Middle Turnpike to Adam Street.
- (e) Tolland Turnpike — North Main Street to East Hartford Town line.
- (f) Adams Street — Center Street to Tolland Turnpike.
- (g) Keeney Street — Hartford Road to Glastonbury Town line.
- (h) McKee Street.
- (i) Woodbridge Street — East Middle Turnpike to Route 83 (Main Street).

- (j) Buckland Hills Drive.
 - (k) Slater Street.
 - (l) Hale Road.
 - (m) Parker Street — Tolland Turnpike to Colonial Road.
 - (n) Pine Street.
 - (o) Summit Street.
 - (p) Pavilions Drive.
- B. The expense of such police protection shall be paid by the entity engaged in such repair work at rates determined by the Town.
- C. Notwithstanding any other provision of this article, any repair work performed by the municipality or any of its offices or agents, or initiated by the municipality or any of its offices or agents and performed by a private contractor, regardless of location, may at the Chief of Police or his designee's discretion utilize properly equipped and trained municipal employees or agents of the municipality as flagpersons. In addition, the Chief of Police or his designee may in his sole discretion recommend to contractors working on state or federal roads that they utilize officers of the Manchester Police Department if a flagperson is needed for public safety.

§ 279-16. Use of nonmunicipal flagpersons.

If no police officer of the Manchester Police Department is available to accept the extra police duty referenced herein, and the repair work is conducive to the use of flagpersons as determined by the Chief of Police or his designee, or in any other instance when flagpersons are utilized, the entity responsible for the repair work shall provide, pay for and utilize a flagperson equipped with a high visibility traffic control vest and high visibility traffic control flag whose sole function shall be to control vehicular and pedestrian traffic during all hours when repair work is being done or when a hazard to such traffic or to public safety exists.

§ 279-17. Authority to close repair work if no flagperson is provided.

When such police officer or flagperson has not been provided and the Chief of Police or his designee determines that a hazard to pedestrian and/or vehicular traffic exists, the Chief of Police or his designee may order the repair work closed until a flagperson has been provided in accordance with §§ 279-14 through 279-17 of this article, or other appropriate action is taken as ordered by the Chief of Police or his designee.

§ 279-18. Authority of Traffic Control Authority during emergencies.

Nothing herein shall prevent the Traffic Control Authority from taking any and all necessary action in the time of emergency.

ARTICLE III
Snow and Ice Removal from Sidewalks
[Adopted as Secs. 14-31 to 14-36 of the 1996 Code]

§ 279-19. Duty of abutters to abate snow and ice hazards. [Amended 3-11-2003; 10-7-2014]

- A. The owner, agent of the owner, or occupant of any building or land bordering upon any street, square or public place within the Town where there is a sidewalk, concrete or paved, or a fire hydrant, shall cause to be removed therefrom any and all snow, sleet and ice within 24 hours after the same shall have fallen; and whenever any such sidewalk or any part thereof shall be covered with ice, the owner, agent or occupant of the building or land adjacent thereof shall, within the space of 12 hours thereafter cause such walk to be made safe and convenient by removing the ice therefrom, or by covering the same with sand or some other suitable substance.
- B. Sidewalks shall be cleared and sanded to pedestrian push-button signals, through snow windrows at intersecting streets, crosswalks, sidewalk ramps and bus stops so that pedestrians have unimpeded access to pedestrian push-button signals and have walking space to cross at intersecting streets, crosswalks, sidewalk ramps and bus stops.
- C. Fire hydrants shall be cleared of snow and ice so as to create a four-foot clearance in all directions, and a three-foot-wide path should be cleared from the fire hydrant to the street, square or public place so that Fire Department personnel shall have unimpeded access to the fire hydrant.
- D. No person shall lay, throw, blow, place or plow on or into any public sidewalk, public street or public right-of-way any snow or ice from any private property, public or private sidewalk or public right-of-way in a manner which jeopardizes public safety or impedes pedestrian or vehicular traffic.
- E. The owner, agent or occupant of any building or lot of land, whose duty it is to clear the sidewalk or fire hydrant adjacent thereto, who shall violate any of the provisions of the foregoing subsections, or refuse or neglect to comply with the same, shall be deemed guilty of an infraction and, upon conviction thereof, shall be fined \$75 per offense. Each twenty-four-hour period shall be deemed to constitute a separate offense.

§ 279-20. Agreements imposing responsibility on occupants. [Amended 10-7-2014]

Should the owner or agent of the owner of any building or land be able to verify with written documentation that the occupant of the building or land is responsible for the removal of snow and ice, then the occupant will be deemed liable for violations under this article.

§ 279-21. Removal of snow and ice by Town; lien. [Added 10-7-2014¹]

- A. In the event of the failure of the owner, agent of the owner or the occupant of any building or land to comply with the provisions of § 279-19 above, and in addition to the penalty provided

1. Editor's Note: This ordinance also renumbered former § 279-21 as § 279-22 and repealed former §§ 279-22, Duty of police to ensure compliance, and 279-23, Duty of police to report violations.

in § 279-19E above, the owner of the building or land shall be responsible for any expense incurred by the Town in removing snow, sleet and ice from such public sidewalk so as to maintain the public sidewalk safe and convenient for public travel. Any expense incurred by the Town shall constitute a claim against the owner of the building or land adjacent to such public sidewalk and shall, upon the recording of a certificate of lien in the Town Clerk's office, as provided by statute, be a lien upon the premises adjoining such public sidewalk in favor of the Town.

- B. The removal of snow, sleet or ice by the Town in accordance with Subsection A above may occur under either of the following circumstances:
- (1) When the building or land is vacant, unoccupied or uninhabited and the timely removal of snow, sleet or ice jeopardizes public safety; or
 - (2) After the issuance of ~~one warning and one citation~~ ~~two or more citations~~ for violations of § 279-19.

§ 279-22. Liability of corporate officers for violations. [Amended 10-7-2014]

Whenever a private corporation shall violate the provisions of this article, any officers and/or directors of such corporation shall be personally liable for any fine imposed.

§ 279-23. Youth Corps for snow and ice removal. [Added 10-7-2014]

The Youth Commission is hereby requested to work with Town staff and the Manchester school system to develop a Youth Corps consisting of volunteers to assist eligible owners and occupants of residential properties in complying with the provisions of § 279-19.

§ 279-24. Disclaimer of Town liability for ice and snow on public sidewalks. [Added 3-11-2003]

- A. Notwithstanding the provision of § 13a-149 of the General Statutes of the State of Connecticut or any other General Statutes, or any other general statute or special act, the Town of Manchester shall not be liable to any person injured in person or property caused by the presence of ice or snow on a public sidewalk unless the Town of Manchester is the owner or the person in possession and control of land abutting such sidewalks, other than land used as a highway or street, provided that the Town of Manchester shall be liable for its affirmative acts with respect to such sidewalk.
- B. The owner or person in possession and control of land abutting a public sidewalk shall have the same duty of care with respect to the presence of ice or snow on such sidewalk abutting his property as the municipality had prior to the effective date of this section, adopted pursuant to the provisions of Public Act No. 81-340,² and shall be liable to persons injured in person or property where a breach of said duty is the proximate cause of said injury.
- C. No action to recover damages for injury to the person or to property caused by the presence of ice or snow on a public sidewalk against a person who owns or is in possession and control of land abutting a public sidewalk be brought but within two years from the date when the

2. Editor's Note: See C.G.S. § 7-163a.

injury is first sustained.

ARTICLE IV
Assessments for Sidewalks and Curbs
[Adopted as Secs. 14-51 to 14-57 of the 1996 Code]

§ 279-25. No assessment where work part of scheduled area program.

When sidewalks or curbs are constructed or repaired, or both, as part of a scheduled area construction or repair program specifically authorized by the Board of Directors, the Town shall not assess the land adjacent thereto for any of the cost of such program, whether or not such construction or repair has previously been the subject of a petition to the Board of Directors.

§ 279-26. Assessment for sidewalk and curb construction done at request of owners outside scheduled program.

When sidewalk or curb construction is done at the specific request of adjacent landowners outside of a scheduled area construction program, there shall be assessed against the land adjacent thereto one-half of the cost of the construction of such sidewalks. No assessment shall be made for the cost of curbs.

§ 279-27. Assessment for sidewalk repair or replacement done at request of owners or emergency repair outside scheduled program.

Where sidewalk repair or replacement is done at the request of the adjacent landowner outside a scheduled area repair program or as an emergency repair deemed necessary by the Director of Public Works, the adjacent landowner shall be assessed 33% of the cost of such repair or replacement as calculated by the Director of Public Works.

§ 279-28. Payment of assessments.

The owner of any lands so assessed shall pay such assessment within 30 days from the date of notice of such assessment; provided, however, that if the assessment shall exceed the sum of \$100, he may notify the Collector of Revenue within that time of his election to pay the amount so assessed in installments as follows: in semiannual payments, including interest at the rate of 6% per annum, for a period not exceeding 24 months from the date of notice of such assessment. All assessments unpaid after 30 days from the date of notice of such assessment and all unpaid balances on assessments being paid in installments shall be delinquent and shall be subject to interest from such due date at the interest rate and in the manner provided by the General Statutes of the state for delinquent property taxes.

§ 279-29. Assessments against corner lots.

When a sidewalk is constructed along the frontage of a corner lot, the landowner shall be assessed for the full length of the frontage. When a sidewalk is constructed only along the side of a corner lot and there is no sidewalk existing on the front of a lot, the length of the side or the length of the frontage, whichever is less, shall be the basis of assessment. The frontage for vacant corner lots shall be that side which the Assessor's records have assigned as frontage. Corner lots shall not be assessed for sidewalks on both the front and side.

§ 279-30. Notice of repair or replacement.

- A. Whenever the Director of Public Works determines that any sidewalk is in need of repair or replacement to make it safe for public travel, he/she shall notify the adjacent landowner that the Town will undertake the necessary work and that an assessment will be made in accordance with §§ 279-27 and 279-28. The notice shall be mailed to the last known address of the landowner and shall include an estimate of the cost of the work to be assessed against the landowner.
- B. Any owner of land who is aggrieved by any notice made in accordance with Subsection A may petition the Board of Directors for a rescission or modification of the aforesaid notice. Such petition shall be in writing and must be received by the Board of Directors within 10 calendar days after the notice has been received by said owner. If no such petition is made or if such petition shall be denied, the Director of Public Works shall have the defect(s) corrected.

§ 279-31. Sidewalk and curb installation on existing streets simultaneous with building construction. [Amended 7-22-2003]

- A. The owner of lands on which any structure is hereafter erected, fronting on public highways or streets in the Town, shall install concrete sidewalks and granite curbs in accordance with the public improvement standards of the Department of Public Works, if such installation is in conformance with the sidewalk and curb plan of the Town as approved by the Town Planning and Zoning Commission. Said walks and curbs shall be installed concurrently with the construction of said structure. When, for good cause shown, the installation of either sidewalks or curbs is not advisable or desirable, the Planning and Zoning Commission may allow and/or require the owner of said lands to make a payment to the Town in lieu of the installation. The Planning and Zoning Commission shall not make its determination until it has received a recommendation from the Director of Public Works on the advisability of installing the sidewalks and/or curbs. The Director of Public Works shall make his recommendation no later than 20 working days from the receipt of the request for an opinion from the Planning and Zoning Commission or its designated staff. **[Amended 3-3-2009]**
- B. When payment in lieu of installation is required, payments shall be in an amount based upon the prevailing costs of said improvements as determined by the director of public works. If a substitute material for granite curbing is required temporarily for good cause, the cost of the substitute material shall be deducted from the cost of the granite, and the balance will constitute the payment in lieu of installation.
- C. Payments in lieu of installation shall be deposited into a dedicated fund to be used solely for the installment of new sidewalks and curbs. A record of all property owners and properties subject to the payment in lieu of installation shall be kept by the Planning Department, and said property owners shall not be liable for any fee or assessment for the installation of sidewalks or curbs in front of their property in the future.
- D. The Planning and Zoning Commission shall prepare and adopt a sidewalk and curb plan for the Town. The plan shall set forth the policies for determining where sidewalks and curbs would be installed; enumerate examples of what constitutes good cause for allowing or requiring payment in lieu of installation; and recommend priority locations for the extension

or removal of sidewalks. The sidewalk and curb plan shall be reviewed and amended as appropriate every five years. The plan shall be so revised and adopted within six months of the adoption of this section and every five years thereafter. Before adoption, the plan shall be submitted to the Board of Directors for review and comment, and at least one public hearing shall be held.

- E. If concrete sidewalks, concrete curbs or granite curbs are in existence abutting the land on which any structure is hereinafter erected, fronting on public highways or streets in the Town, the owner of such lands shall repair said sidewalks and curbs to the satisfaction of the Director of Public Works or his designated representative. Existing bituminous curbs shall be removed and replaced with granite curbs. **[Amended 3-3-2009]**
- F. The Building Department shall affix a copy of this regulation to all building permits issued by it.
- G. From the effective date of this section forward, any previously granted deferments may be called by the Board of Directors, and the then-owner of the property shall be required to pay the cost of said installation. Before calling a deferment, the Board of Directors shall request a written recommendation from the Planning and Zoning Commission and Director of Public Works on the advisability of calling said deferment.

ARTICLE V
Assessments for Street Construction
[Adopted as Secs. 14-71 to 14-74 of the 1996 Code]

§ 279-32. Authority to make improvements and assessments.

The Board of Directors may cause to be constructed with materials as specified and in a manner as required by the Director of Public Works roads which shall be accepted as public highways in accordance with the provisions of the Charter and ordinances made therefor, and the Board of Directors shall have the power to assess the cost of such construction, including any portion contiguous to any lateral and intersection streets up to one-half upon the property abutting on each side of the street line of such paving.

§ 279-33. Notice; hearing required.

Before causing such paving to be made, the Board of Directors shall hold a public hearing thereon, after notice to the property owners interested by publication at least once in a newspaper having a general circulation in the Town, the publication of such notice to be made not less than five calendar days prior to the day of the hearing and, so far as practicable, by a written or printed notice addressed to the property owners interested, at their last known place of abode, and deposited in the post office, postage prepaid, at least 10 days before the date set for such hearing. The estimated cost of such paving shall be presented to, and be available for use at, the public hearing.

§ 279-34. Caveat required; filing.

Upon approval of the proposed assessment by the Board of Directors, a caveat listing the property owners and the amount of the assessment applicable to their property shall be recorded in the Town Clerk's office. This shall be done within five days after approval by the Board and prior to the commencement of any work.

§ 279-35. Notice of assessment; lien declared.

On the completion of the work as determined by the Director of Public Works, the Board of Directors shall cause notice of such assessment to be given to each owner as soon as the same shall have been determined, and the same shall be a lien upon the premises of such owner, provided that the Director of Public Works shall cause a certificate of lien to be recorded in the Town Clerk's office within one year from the date of such notice, and such lien shall thereafter continue to be a lien upon such premises until the assessment, together with fees and charges, is fully paid, and may be foreclosed in the same manner as tax liens.

ARTICLE VI
Newsracks in Public Rights-of-Way
[Adopted 4-8-2008]

§ 279-36. Intent and purpose.

- A. The purpose of this article is to provide uniform guidelines for and to regulate the installation, operation and maintenance of newsracks in public rights-of-way in the Town of Manchester so that such newsracks shall not unduly obstruct sidewalks, interfere with the public's right to unhampered passage therein, create traffic congestion or illegal parking or stopping by motorists in order to purchase newspapers or other periodicals, damage municipal property because of the chaining of newsracks to poles, traffic standards, trees or other fixtures, interfere with the performance of municipal services, create unsightly conditions and endanger the safety and welfare of the inhabitants of the Town of Manchester.
- B. The First Amendment of the Constitution of the United States has been interpreted by the courts as prohibiting the banning of newsracks. It is not the intent of this article to discriminate against, regulate or interfere with the publication, circulation, distribution or dissemination of any printed material which is constitutionally protected. To that end, the content of any material distributed through a newsrack shall not be used to form the basis for any action taken to enforce the provisions of this article.

§ 279-37. Definitions.

For the purposes of this article, the following words and phrases shall have the meanings ascribed herein.

ABANDONED — A newsrack shall be considered to be abandoned if any of the following conditions exist:

- A. A newsrack has been empty for 30 days.
- B. The distributor has not responded within 10 days, excluding Saturdays, Sundays and legal holidays, of the mailing of an order of violation.
- C. The distributor has not returned a completed renewal permit within 30 days of the mailing of the renewal permit to the distributor.
- D. Thirty days have passed since the newsrack has been impounded.

BLOCK — The portion of the right-of-way located on one side of the street between two consecutive intersecting streets.

DIRECTOR OF PUBLIC WORKS — The head of the Town of Manchester Public Works Department or his or her designated representative.

DISTRIBUTOR — Any person responsible for the placement, installation, operation or maintenance of a newsrack in a public right-of-way.

GENERAL MANAGER — The General Manager of the Town of Manchester or his or her designated representative.

IMPOUND or IMPOUNDING — The act of seizing, removing, storing and/or disposing of the newsrack.

NEWSRACK — Any self-service or coin-operated box, container, storage unit or other dispenser installed, operated or maintained for the display and distribution or sale of newspapers, periodicals and other printed materials.

PERSON — An individual person, firm, partnership, corporation or other entity.

PUBLIC RIGHT-OF-WAY — Any area owned and/or maintained by the Town of Manchester or any other governmental entity, open for use by the public for vehicular or pedestrian travel, including, but not limited to, roadways, sidewalks, streets, alleys, public grounds or other rights-of-way, but does not include schools, trails, parks, pools, playgrounds and other recreational facilities.

ROADWAY — The portion of the street improved, designated and used for vehicular travel.

SIDEWALK — The portion of the street, normally located between the curblin and the adjacent property line, which is improved, designated and ordinarily used for pedestrian travel.

STREET — The entire area encompassed by the roadway and the sidewalk.

§ 279-38. Permit required.

It shall be unlawful for any person or distributor to erect, place, maintain or operate a newsrack within any public right-of-way in the Town of Manchester without first having obtained a permit from the Director of Public Works.

§ 279-39. Application for permit. [Amended 9-9-2008]

- A. Application for a permit for a newsrack shall be made to the Director of Public Works or his or her designated representative on a form provided by the Town.
- B. Each application shall include and be accompanied by the following:
 - (1) Name, business address and telephone number(s) at which the applicant and the person(s) responsible for the placement, installation, operation and maintenance of the newsrack(s) can be reached during normal business hours.
 - (2) The number of newsracks to be placed or installed.
 - (3) A description and picture of the proposed location for each newsrack.
 - (4) A description or picture of the newsrack or newsracks to be installed, including, but not limited to, the make and model number and brief description of the dimensions.
 - (5) Hold harmless statement pursuant to § 279-42.
 - (6) Evidence of insurance pursuant to § 279-43.
 - (7) Authorized signature by the applicant.

§ 279-40. Application review and action.

- A. Applications will be processed in the order received.
- B. The applicant shall be notified in writing as to the action taken within 10 business days of receipt of a complete application. Any denial of a permit shall be set forth in writing and contain the specific reasons for such denial consistent with the provisions in this article.
- C. The applicant can appeal the decision pursuant to § 279-49.

§ 279-41. Conditions of permit. [Amended 9-9-2008]

- A. Permits shall be valid for a period of three calendar years with the initial year commencing the January first immediately following the date of the initial applications. Thereafter, all permits must be renewed between December 1 and December 31 of the year of expiration.
- B. Permit holders shall be responsible for notifying the Town of any changes to the name, business address and telephone number(s) at which the applicant or permit holder and the person(s) responsible for the placement, installation, operation and maintenance of the newsrack(s) can be reached.
- C. All newsracks shall be in full compliance with the requirements for placement, installation, operation and maintenance as set forth in this article.

§ 279-42. Hold harmless.

Each applicant for a newsrack permit shall file a written statement with the Director of Public Works in a form satisfactory to the Town Attorney, whereby such owner agrees to indemnify and hold harmless the Town, its officers, employees and agents from any loss, liability, damage or claims, including expenses and costs, for bodily or personal injury, and for property damage sustained by any person as a result of the placement, installation, operation and/or maintenance of a newsrack within the Town of Manchester. Said statement shall also certify that the Town is not liable for any damage to such newsracks.

§ 279-43. Insurance. [Amended 9-9-2008]

- A. Each applicant for a newsrack permit shall provide the Town of Manchester with a certificate of liability insurance coverage issued by an insurance company licensed to do business in the State of Connecticut, insuring the applicant and the Town against all claims resulting from bodily injury, including death, and damages to property which could arise in connection with the placement, installation, operation and/or maintenance of a newsrack in the Town of Manchester.
- B. The certificate of insurance shall state that the coverage afforded thereunder shall be primary coverage for any claims within its scope. Minimum liability coverage of such policy shall be not less than \$500,000 per occurrence.
- C. The policy, by its terms, shall not be cancelable prior to the expiration date of the permit without 30 days' written notice to the Town.

§ 279-44. Newsrack identification required.

Each applicant shall affix to the newsrack the identification tag provided with the approved permit issued by the Town. The tag shall be placed on the newsrack at the location indicated in the permit and must be affixed to the newsrack prior to the placement and installation of the newsrack.

§ 279-45. Location, placement and number of newsracks. [Amended 9-9-2008]

- A. The Director of Public Works shall approve the location, number and placement of newsracks in conformity with this section and the principles and standards established in § 279-36. The provisions of this section regarding the location, placement and number of newsracks shall apply to all streets or rights-of-way, except to the Downtown Newsrack Placement Zone, which is defined in Subsection G of this section.
- B. No person shall place, use or maintain any newsrack which in whole or in part rests upon, in or over any portion of any street or other right-of-way on which motor vehicles are lawfully permitted.
- C. No person shall place, use or maintain any newsrack which in whole or in part rests upon, in or over any street, sidewalk or other public right-of-way, when such placement, use or maintenance endangers the safety of persons or property, or unreasonably interferes with public utility purposes, public transportation purposes or other government use, or when such newsrack unreasonably interferes with or impedes the flow of pedestrian or vehicular traffic, the ingress into or egress from any residence, place of business, or any legally parked or stopped vehicles, the use of poles, posts, traffic signs or signals, police or fire call boxes, transit shelters, sidewalk elevators, mailboxes or other objects permitted at or near said location, or access to or use of delivery areas or loading zones.
- D. Newsracks shall be located in accordance with the following provisions:
 - (1) All newsracks must be located a minimum of 18 inches from the curb.
 - (2) The display portion of all newsracks shall face away from the street whenever possible.
 - (3) No newsrack shall be chained, bolted, or otherwise attached to any tree, traffic pole, light pole or other fixed object located within the public right-of-way.
 - (4) In areas where more than one newsrack is located, they shall be placed in a single row, parallel to the curb, one next to each other. However, no group of newsracks shall extend for a distance of more than 15 feet along a curb. The distance between individual groups shall be a minimum of 200 feet; however, the distance between individual groups of newsracks or any individual newsrack shall be a minimum of 1,500 feet in any residential zone.
 - (5) No newsrack shall be placed or installed:
 - (a) Within five feet of any crosswalk or sidewalk access ramp.
 - (b) Within 10 feet of any fire hydrant, fire call box, police call box or other emergency facility.

- (c) Within 10 feet of any driveway.
 - (d) Within two feet of any bus bench or shelter.
 - (e) At any location where the clear space or sidewalk space for the passage of pedestrians is reduced to less than 32 inches in width.
 - (f) At any location that impedes or interferes with the driver sight lines at intersections, ingress to or egress from public transportation at designated bus stops, or with the reasonable use of any building, the activity of any business or the use of any commercial window display or sidewalk cafe.
- E. No more than 12 newsracks shall be located within the same block. In the event there are more applications for newsrack locations in any given block that would cause that block to exceed 12 newsracks, then the Director of Public Works shall assign locations at random by lot by drawing, one by one, until the maximum number of 12 locations is filled.
- F. Notwithstanding these guidelines, no publication shall be entitled to more than two newsracks within the same block.
- G. The "Downtown Newsrack Placement Zone" is defined as that portion of Main Street bordered on the north by the intersection of Center Street and East Center Street and on the south by the intersection of Hartford Road and Charter Oak Street. A map designating the placement and number of newsracks within the zone, entitled "Downtown Newsrack Placement Zone Location Map," shall be prepared and filed in the office of the Director of Public Works. The total number of newsracks permitted in the zone shall not exceed 12 times the number of blocks in the zone. There shall be no reduction in the total number of newsracks in existence as of July 1, 2008, in the zone for any one vendor as a result of these regulations.

§ 279-46. Standards for maintenance and installation.

Any newsrack which rests in whole or in part upon or on any portion of a public right-of-way or which projects onto, into, or over any part of a public right-of-way shall comply with the provisions of this section:

- A. No newsrack shall exceed 50 inches in height, 30 inches in width and 30 inches in depth.
- B. No newsrack shall be used for advertising signs or publicity for any purpose other than that associated with the newspaper or periodical being distributed or sold within that newsrack.
- C. Each newsrack shall be constructed of materials capable of resisting the harsh and variable weather conditions presented by the New England environment.
- D. Each newsrack shall be equipped with a sturdy, self-closing access door.
- E. Each coin-operated newsrack shall be equipped with a coin-return mechanism to permit a person using the machine to secure an immediate refund in the event the person is unable to receive the paid-for publication. The coin-return mechanism shall be maintained in good working order.

- F. Each newsrack shall be weighted and balanced so as to be self-supporting and eliminate the need to secure it to either the sidewalk or any other structure or device in order to prevent it from being tipped by the opening of its door or by the impact of snow cast by a passing snowplow.
- G. Each newsrack shall be maintained in a neat and clean condition and in good repair at all times. Specifically, but without limiting the generality of the foregoing, each newsrack shall be serviced and maintained so that:
- (1) It is reasonably free of dirt and grease.
 - (2) It is reasonably free of chipped, faded, peeling and cracked paint and graffiti in the visible painted areas thereof.
 - (3) It is reasonably free of rust and corrosion in the visible unpainted metal areas thereof.
 - (4) The clear plastic or glass parts through which the publications therein are viewed, if any, are unbroken and reasonably free of cracks, dents, blemishes and discoloration.
 - (5) The paper or cardboard parts or inserts thereof are reasonably free of tears, peeling or fading.
 - (6) The structural parts thereof are not broken or unduly misshapen.
 - (7) It shall not contain any materials which pre-date the current issue of the publication. Such materials shall not be deposited in any public trash receptacle owned by the Town of Manchester and shall not be deposited in any privately owned trash receptacle without the permission of the owner or renter thereof. In the event that the publication is manufactured from recyclable material, it shall be discarded in an appropriate manner for that type of recyclable material.
- H. No newsrack shall contain or utilize any electrically powered illumination or sound.

§ 279-47. Existing newsracks.

- A. Existing newsracks will be allowed to continue in their current locations, provided they are not determined to be a public nuisance or a danger to the public health, safety and welfare in the sole discretion of the Director of Public Works or his or her designated representative, subject to the conditions set forth in Subsection B herein, for a period of six months from the effective date of this article. After the expiration of this initial six month period, all existing newsracks shall comply with the provisions of this ordinance.
- B. In order to benefit from this section, a distributor or owner must, within 60 days of said effective date, report to the Director of Public Works or his or her designated representative, the number and location of each newsrack in existence as of said effective date. Such inventory shall be conclusive as to the existence and location of such newsracks.

§ 279-48. Abatement of violations.

- A. Any newsrack determined by the Town to be in violation of this article may be impounded by the Town pursuant to the provisions of this section.

- B. Upon determination by the Director of Public Works or his or her designated representative, that a newsrack has been placed, installed, operated and/or maintained in violation of the provisions of this article, an order to correct the offending condition shall be issued to the distributor of the newsrack. Such order shall be in the form of a certified letter, return receipt requested. The order shall specifically describe the offending condition, suggest actions necessary to correct the condition and inform the newsrack distributor of the right to appeal.
- C. If the violation poses a significant danger to pedestrian and/or vehicular traffic, the Town may impound the newsrack immediately and without prior notice to the distributor. The distributor shall be notified of the impoundment as soon as is reasonable in accordance with the procedures set forth herein. An impound fee, as set forth in the Public Works Department's Schedule of Fees, shall be assessed against the distributor of each newsrack summarily impounded.
- D. Upon written notification by the distributor that the violations have been corrected, the Director of Public Works shall cause an inspection to be made of the newsrack in question. The distributor of said newsrack shall be charged an inspection fee as set forth in the Public Works Department's Schedule of Fees. This fee shall be in addition to any other fees and charges required under this article.
- E. Failure to remedy the violation within 10 days of the mailing date of the order, excluding Saturdays, Sundays and legal holidays shall result in the newsrack being impounded and processed as unclaimed property, unless an appeal shall have been filed in accordance with § 279-49 of this article.
- F. If a newsrack is in violation of this article and the distributor cannot be properly identified under provisions of § 279-39 herein, it shall be impounded immediately and stored as unclaimed property. An impound fee, as set forth in the Public Works Department's Schedule of Fees, shall be assessed against each newsrack summarily impounded.
- G. Any newsrack which has been left empty for a period of 30 days shall be deemed abandoned and may be impounded in accordance with the procedures set forth herein.
- H. Any newsrack impounded by the Town shall be retained for a period of 30 days, subject to recovery by the distributor or other person evidencing ownership. Newsracks which are not claimed by the distributor or rightful owner within 30 days following impoundment shall be deemed permanently abandoned and may be disposed of by the Town, in accordance with state statutes and Town ordinances.

§ 279-49. Appeals.

- A. Any person aggrieved by a finding, determination, notice, order or action taken under the provisions of this article may appeal to the General Manager.
- B. A letter of appeal, briefly stating the basis for such appeal, must be filed with the General Manager by the distributor of the newsrack, within five days after receipt of any notice of violation or decision.
- C. A hearing shall be held by the General Manager or his or her designee on a date not more than 30 days after receipt of the letter of appeal.

- D. The appellant shall be given at least five days' notice of the time and place of the hearing. The General Manager shall give the appellant and any other interested party a reasonable opportunity to be heard in order to show cause why the determination of the Director of Public Works should not be upheld.
- E. At the conclusion of the hearing, the General Manager shall make a final and conclusive decision. Any aggrieved person may bring a civil suit to review the decision of the General Manager.
- F. Nothing contained in this article shall be interpreted to limit or impair the exercise by the Town of Manchester of its police powers to remove any newsrack which presents a clear and present danger of imminent personal injury or property damage to users of the public rights-of-way.

§ 279-50. Severability.

If any section, subsection, sentence, clause, or phrase of this article is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the article.

§ 279-51. Effective date.

The effective date of this article shall be July 1, 2008.

ARTICLE I
Tree and Shrub Spraying
[Adopted as Secs. 9-1 to 9-2 of the 1996 Code]

§ 298-1. Short title.

This article shall be known and may be cited as "The Town of Manchester Tree and Shrub Spraying Notice Ordinance."

§ 298-2. Notice of spraying.

- A. It shall be unlawful for any person or corporation to spray or cause to be sprayed any chemicals, in liquid, powder or other form, which have a detrimental effect upon domestic bees, persons, and pets, upon trees and shrubs on any property within the borders of the Town without first notifying all beekeepers registered within the Town located within two miles of the site of any proposed spraying and further notifying occupants of the property to be sprayed and of all property abutting the property of the site of said spraying. The notice to the beekeepers shall be by telephone at least two days prior to the date of the planned spraying. The notice to the occupants shall also be by telephone or in writing and, if in writing, be either mailed to their addresses or placed at the main entrance to their addresses. The notice to occupants must be received at least 48 hours prior to the time of said spraying. If the spraying date is changed, the parties entitled to receive a notice must be notified again of the new date. Both the sprayers and the parties contracting for the spraying shall be responsible for completing these notice provisions.
- B. Said telephone or written notice shall include at least the following:
- (1) The name and address of the party to do the spraying;
 - (2) The address(es) of all property(ies) to be sprayed and the date(s) planned for said spraying;
 - (3) The generic name(s) of the chemical(s) to be used.

§ 298-3. Penalties for offenses.

Any person who violates any provision of this section shall, upon conviction, be punished in accordance with § 1-2 of this Code.

§ 298-4. Violations to be reported.

All violations concerning licenses shall be forthwith reported to the state's attorney for prosecution.

ARTICLE II
Tree Regulation and Protection
[Adopted 7-11-2017]

§ 298-5. Purpose.

It is the purpose of this article to promote and protect the public health, safety and general welfare by providing for regulation of the planting, maintenance and removal of trees and shrubs within the Town of Manchester. It is the intent of the Board of Directors that the provisions of this article be construed so as to promote the planting, maintenance, restoration and survival of desirable trees and shrubs within the Town of Manchester. This article provides full power and authority over all trees located within streets, rights-of-way, parks and public spaces of the Town and trees located on private property that constitute a hazard or threat as hereinafter defined.

§ 298-6. Definitions.

As used in this article, the following terms shall have the meanings as indicated:

PERSON — An individual, corporation, including a public utility company, partnership and association.

PROPERTY OWNER — The owner of record of any parcel of land.

SHRUB — Woody plants, branched from the base, generally less than 15 feet tall when mature.

TOWN PROPERTY — Any and all property owned by the Town of Manchester and any public right-of-way maintained by the Town of Manchester, including, for the purposes of this article, such limbs, roots or parts of trees and shrubs as extend or overhang the limits of any municipal road or grounds.

TREE — A woody plant, usually with one main trunk, reaching a height of at least 15 feet when mature.

§ 298-7. Tree Warden.

The General Manager shall appoint a Tree Warden, who shall have all powers, duties and authority as set forth herein as well as in the Connecticut Public Shade Trees Statutes, particularly Connecticut General Statutes Sections 23-58, 23-59, 23-60 and 23-65, as the same be amended, and this article. The Tree Warden shall have a working knowledge of arboricultural practices through formal education and/or directly related experience. The Tree Warden shall have full power and authority over all trees and shrubs located within the public areas and, to the extent provided herein, on private property.

§ 298-8. Tree Advisory Board.

The Town's Conservation Commission shall function as the Tree Advisory Board. The duty of the Tree Advisory Board is to ensure that the intent and provisions of this article are carried out to the fullest extent possible by developing and maintaining a working relationship with the Tree Warden.

§ 298-9. Public Utility Work.

Public utility work on either public or private property shall be limited to the actual necessities of the service of the company or agency. Notwithstanding the obligations of public utility companies, pursuant to State Statutes and the State Vegetation Management Task Force Final Report dated August 28, 2012, the plans of any public utility company shall be reviewed by the Tree Warden prior to being undertaken, and said review shall include the following:

- A. Notifying the Town's Tree Warden at least 30 days in advance when the utility company proposes to remove trees on public or private property.
- B. Identifying the trees to be removed by tagging each tree.
- C. Notifying all property owners on a street when trees are proposed for removal on more than one property on a street.
- D. Meeting with the Tree Warden to review the trees proposed for removal to consider the Tree Warden's opinion as to the need for removal. Such plans shall be reviewed by the Tree Warden prior to being undertaken, and the work shall be done in a neat and professional manner. The Tree Warden shall, to the extent possible, supervise the work performed. The Tree Warden has the right to require replacement of trees or shrubs or substitution of appropriate landscape material.

§ 298-10. Tree protection.**A. Public nuisance.**

- (1) Any tree or shrub or part thereof growing upon private or public property which is interfering with the use of any public area, infected with infectious plant disease or endangering the life, health and safety of persons or property is declared a public nuisance.
- (2) If the Tree Warden shall determine, with a reasonable certainty, that any nuisance tree or shrub, as herein described, or any part thereof exists in or upon any public area or public way, he/she shall cause it to be treated, trimmed, removed or otherwise abated in such manner as to destroy or prevent the spread of the nuisance.
- (3) If the Tree Warden shall determine, with reasonable certainty, that any nuisance tree or shrub, as herein described, exists in or upon any private premises, he/she shall, in writing, notify the owner or tenant having charge of such premises. Within 30 days after issuance of said notice, said person shall cause the treatment, trimming or removal and destruction of said nuisance tree or shrub as directed in the written notice. No damage shall be awarded the owner for the destruction of trees or shrubs destroyed pursuant to this article.
- (4) In the event the owner or tenant having charge of such premises shall refuse or neglect to comply with the terms of the written notice within 30 days after receiving it, the Tree Warden, upon approval of the General Manager, shall cause the removal, treatment or trimming of said nuisance tree or shrub. The decision for such removal, treatment or trimming shall be deemed a final decision subject to appeal pursuant to Tree Advisory

Board. The expense thereof shall be charged to the owner of said premises on which said tree or shrub is located and, with respect to the cost of removing that portion interfering with any public area or public way, shall become a lien on the property upon recordation of notice thereof on the Town land records.

- B. Emergency tree and shrub removal. When it is necessary to expedite the removal **or pruning** of ~~damaged or destroyed~~ trees or shrubs **(vegetation)** in the interest of public safety, health and general welfare, ~~the General Manager may,~~ **the Tree Warden may** by decree, suspend the requirements of this article.
- C. Damage to trees and shrubs. No person, company, utility, state or federal agency shall, in any public area or public way of the Town of Manchester, except as authorized by the Conservation Commission in areas under its jurisdiction, including managed municipal forested areas, prune, remove, deface, cut, paint, mark, injure, mutilate, kill or destroy any tree or shrub or permit any animal under his/her or its control to do so, permit any fire to injure any portion of any tree or permit any toxic chemical to seep, drain or be emptied on or about any tree. During construction operations, the contractor shall erect suitable protective barriers around public trees which may be injured as a result of his/her activities.
- D. Fastening materials to trees and shrubs. No person shall fasten any sign, playbill, picture, notice, advertisement, rope, wire, climbing spurs or other materials to, around or through any public trees or shrubs, except in an emergency, such as storms or accidents.

§ 298-11. Penalties for offenses.

Any person who violates any provision of this article or who fails to comply with any notice issued pursuant to the provisions of this article shall be subject to a fine not to exceed \$100 for each separate offense; each day during which any violation of this article shall occur or continue shall be a separate offense.

AMENDMENT TO CODE OF ORDINANCES

BE IT ORDAINED by the Board of Directors of the Town of Manchester that the Code of Ordinances, Chapter 209, Litter, Chapter 226, Public Nuisance, Chapter 242, Property Maintenance, Chapter 251, Abandoned Refrigerators, Chapter 279, Streets and Sidewalks and Chapter 298, Tree/Tree Warden, are hereby amended.

Summary of Recommendations

Chapter 209 (Litter)

- Adds a “Penalties for Offenses” section to the Litter Ordinance, to match the citation process already present in other sections of the Code (such as Noise, Chapter 223), whereby the act of littering is punishable by a \$100 fine.
- References the revised Property Maintenance Code (Chapter 242), wherein the accumulation of garbage/refuse/trash on “open private property” must be addressed within 10 days of notice from an inspector.

Chapter 226 (Public Nuisance)

- Eliminates Chapter 226, as it differs from a separate, more thorough definition of “public nuisance” found within the revised Chapter 242 (Property Maintenance).

Ch. 242 (Property Maintenance)

- Revises intent language within Chapter 242-1a justifying the Town’s interest in addressing blighted properties, and preventing blight from occurring in the first place.
- Clarifies that property maintenance-related notices and citations can be issued by either the “code official” (the Chief Building Official) or a “Blight Enforcement Officer” (any Town staff appointed by the Town Manager), and inspections can be performed by either and/or their designees.
- Reduces of the amount of time given to correct blighted properties identified by the Blight Enforcement Officer from 60 days to 30 days, and a corresponding reduction in the length of the maximum extension allowed (60 days to 30 days)
- Revision of the timeline given to correct blight issues specifically related to tall grass/weeds and garbage/refuse/trash to 10 days instead of 30.
- Aligns the Town’s ability to remediate tall grass/weed issues with the same code language that already exists for litter/garbage in Chapter 209: proposes that if a litter/garbage or tall grass/weeds issue is not corrected after 10 days, the Town would be authorized to directly remediate (in practice via contracted mowing or junk removal services) after an additional 15-day period.
- Revises the Code’s definition of “Blighted Premises”, which now clearly delineates between structures (broken windows, doors, roofs, chimneys, etc.) and premises (parking

lots, vegetation, vehicles, junk storage, vermin, etc.), while strengthening restrictions around motor vehicles and the storage of other recreational vehicles.

- Also inserts several provisions from existing sections 242-16 and 242-17 into the revised “Blighted Premises” definition so that they would not be eliminated under the new definition.

Chapter 251 (Abandoned Refrigerators)

- Eliminates Chapter 251 and includes the same language within the revised Chapter 242.

Chapter 279 (Streets & Sidewalks)

- Eliminates the requirement for two formal citations before Town staff are authorized to remove snow/ice from sidewalks after winter storms. Under this proposed language the Town would be able to cause sidewalks to be cleared after the issuance of one warning (24 hours after the end of a storm) and one citation (24 hours after the initial warning).

Chapter 298 (Tree/Tree Warden)

- Eliminates the requirement that trees and shrubs be “damaged or destroyed” in order to qualify under the “emergency removal” section.
- Adds the ability for the Town to “prune” in emergency cases in addition to the full removal of problem trees and shrubs.
- Grants the authority to suspend the requirements of Chapter 298 to the Town’s Tree Warden, to align with the State’s language around the powers of the Tree Warden (CGS Sec. 23-59).

Approved

October 3, 2026

Dennis Schain, Secretary



TOWN OF MANCHESTER, CONNECTICUT
BOD PRESENTATION MEMO

TO: STEVE STEPHANOU, TOWN MANAGER
FROM: PATRICIA FILES, POLICE DEPARTMENT
SUBJECT: APPROPRIATION REQUEST – STATE ASSET FORFEITURE \$434.00
DATE: OCTOBER 6, 2026
CC: BOARD OF DIRECTORS

APPROPRIATION UNDER \$500

*Manchester Police Dept/State Asset Forfeiture..... \$ 434.00
to be funded by Department of Emergency Services and Public Protection, for the purpose of continuing
narcotics investigations, equipment or training.*

Account Information: (Attach additional budget sheet, if needed)

ACCOUNT NAME	ORG #	OBJ #	PROJECT #	\$ AMOUNT
State Asset Forfeiture	41094304	68800	SG004	\$434.00
			TOTAL	\$434.00



Manchester Police Department

Inter-office Memorandum



To: Chief Darby

From: Captain Pilz

Date: August 13th, 2026

Subject: Asset Forfeiture Payment

Chief Darby,

Our department recently received an ACH payment of \$434.00 from the Department of Emergency Services and Public Protection, representing proceeds from an East Central Narcotics Task Force Investigation (Reference MPD case #2400045486).

The total amount of \$434.00 should be paid to the Manchester Police Department.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Daniel Pilz".

Captain Daniel Pilz



TOWN OF MANCHESTER
PUBLIC WORKS DEPARTMENT

TO: Steve Stephanou, Town Manager

FROM: Mark Rizzo, Director of Public Works

DATE: September 21, 2026

RE: Services Provided Private Roads

The Public Works Department has confirmed that several private roads within the Town of Manchester have received, or continue to receive, municipal services. Our GIS and Engineering records, supported by a 2014 third-party legal review, clearly identify these roads as private and not under Town ownership or maintenance responsibility.

After evaluating operational impacts, legal exposure, and long-term precedent concerns, the Department is requesting that the Board of Directors takes a firm position: the Town must cease all routine municipal services on private roads immediately, except where services are required strictly for emergency response or essential life-safety access.

This directive is necessary to:

- Prevent unauthorized use of public funds, equipment, and labor on private property.
- Reduce liability exposure related to injuries, accidents, or property damage.
- Avoid creating implied maintenance obligations that could bind the Town to long-term responsibility.
- Ensure resources are reserved for public-road responsibilities.
- Provide consistent, legally aligned policy direction for staff and residents.

Recommendations

- **Adopt a Formal Town Policy:** Clearly define the narrow circumstances “emergency-only” under which Town services may be provided on private roads.
- **Require Written Agreements:** Any future non-emergency services must be supported by formal access or maintenance agreements approved by legal counsel.
- **Immediately Discontinue Non-Essential Services:** Cease all routine work unless legally mandated or explicitly authorized.
- **Audit Current Practices:** Review service histories and ownership records to correct any misaligned practices.
- **Communicate with Residents:** Provide clear guidance on private-road status and limitations on Town servicing.
- **Coordinate with the Town Attorney:** Ensure all actions comply with statutory requirements and minimize exposure

TOWN OF MANCHESTER
POSITION GUIDE

Title: Director of Human Resources

Department: Human Resources

Reports To: Deputy Town Manager

NATURE OF WORK

Under general direction of the Deputy Town Manager, the **Director of Human Resources** serves as the executive leader responsible for planning, directing, and administering a comprehensive human resources program for a municipal government. This role bridges organizational strategy and municipal operations, ensuring that the town attracts, develops, and retains a highly qualified, diverse, and engaged workforce while maintaining compliance with federal, state, and local employment laws.

ESSENTIAL JOB FUNCTIONS

- Formulate and implement long-term human resources strategies aligned with the municipality's goals and operational priorities.
- Design, update, and interpret personnel rules, administrative regulations, and the municipal personnel code.
- Participates in collective bargaining negotiations with various municipal labor unions (e.g., police, fire, public works, clerical).
- Administer labor contracts, handle grievance procedures, manage arbitrations, and foster cooperative labor-management relationships.
- Counsel department heads and supervisors on disciplinary actions, performance management, and conflict resolution.
- Oversee comprehensive recruitment, testing, and selection processes to ensure merit-based hiring across all municipal departments.
- Administer classification and compensation plans, conducting regular salary surveys and job audits to ensure competitive market positioning.
- Ensure strict compliance with federal, state, and local employment laws (e.g., EEOC, FMLA, ADA, FLSA, OSHA, and municipal civil service regulations).
- Manage municipal employee safety programs, workers' compensation claims, and unemployment compensation in coordination with risk management and legal counsel.
- Administer complex health, dental, life insurance, and retirement benefit programs (including state or municipal pension systems).
- Manage open enrollment, employee wellness initiatives, and benefit cost-containment

strategies.

- Design and implement professional development, leadership training, and mandatory compliance training programs for municipal staff.
- Lead performance appraisal systems and succession planning initiatives.
- Attends Board and Commission meetings as necessary, including night meetings.
- Performs other duties as assigned.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

- Comprehensive knowledge of public sector labor relations, collective bargaining, and civil service principles.
- Thorough understanding of federal and state employment laws and regulations.
- Exceptional negotiation, conflict resolution, and interpersonal communication skills.
- Ability to maintain confidentiality, exercise sound judgment, and handle sensitive political and employee matters with tact and diplomacy.
- Knowledge of the relevant laws of the State of Connecticut and ordinances and regulations of the Town of Manchester.
- Ability to deal effectively with others. Ability to supervise subordinates and colleagues. Ability to meet and deal tactfully and effectively with public officials, employees and the general public. Ability to assign, train and supervise a small office staff.

PHYSICAL AND MENTAL EFFORT/ENVIRONMENTAL AND WORKING CONDITIONS

- Must be mobile, able to push/pull/lift objects of less than 20 pounds, and able to sit for prolonged periods. Able to perform moderately difficult manipulative skills and skills which require hand-eye coordination, such as keyboard skills or using a calculator.
- Must be able to see objects closely, as in typing a report; hear normal sounds with some background noise, distinguish voice patterns and communicate through human speech, as in answering a telephone.
- Must be able to concentrate on fine detail with constant interruption, attend to task for 60 minutes or more, remember multiple tasks given to self and others over long periods, and understand the theories behind several related concepts.
- Ability to get along with co-workers, supervisors, customers and the public at large.

- May be exposed to dust, electro-magnetic radiation as in computer screens.

MINIMUM TRAINING AND EXPERIENCE

- A Bachelor's degree in Human Resources Management, Public Administration, Business Administration, Industrial Relations, or a closely related field (Master's degree or relevant professional certifications such as SHRM-SCP, SPHR, or IPMA-HR preferred). Suitable experience may be substituted for educational attainment if deemed appropriate by the Town Manager or their designee.
- Progressively responsible experience in human resources management, with a significant portion in the public sector or a unionized environment, including supervisory and administrative experience.
- Bilingual preferred.

THE ABOVE DESCRIPTION IS ILLUSTRATIVE. IT IS INTENDED AS A GUIDE FOR PERSONNEL ACTIONS AND MUST NOT BE TAKEN AS A COMPLETE ITEMIZATION OF ALL FACETS OF ANY JOB.

TOWN OF MANCHESTER
POSITION GUIDE

Title: Legal Administrative Assistant/Paralegal
Department: Town Attorney
Reports To: Town Attorney

NATURE OF WORK

Working under regular supervision of the Town Attorney, this position coordinates the legal services of the Town Attorney's office to facilitate accurate and responsive representation and provides administrative support to meet departmental needs.

ESSENTIAL JOB FUNCTIONS

- Types, prepares and proofreads legal documents, communications and correspondence, including but not limited to court briefs, motions, memoranda, pleadings, contracts, releases, affidavits, deeds and mortgages.
- Manages requests for records received by the Town of Manchester under the Freedom of Information Act. Tracks requests, coordinates with appropriate Departments to obtain records, and prepares responses to requests for records.
- Assists in drafting ordinances and resolutions for Board of Director meetings.
- Coordinates and initiates all matters related to preparing, serving and filing of summons and complaints, notices of lien, subpoenas, including dispatching a marshal.
- Maintains filing systems, scans and uploads documents, processes daily mail, answers the phone and takes messages.
- Assists with preparation for depositions, hearings, mediations and trials, including compiling and organizing exhibits.
- Schedules, coordinates and monitors various court and agency calendars to assure appropriate filings and representations.
- Conducts title searches and records documents on the land records.
- Researches information for complex and sensitive projects.
- Orders, maintains and authorizes procurement of office supplies.
- Provides timely verbal and written communications to Board of Director members, Town administration, and Town boards and commissions on a variety of legal matters.
- Serves as a Notary Public for internal purposes.
- Performs other duties as assigned.

DESIRABLE KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of legal office systems, practices, terminology, methods and procedures.
- Knowledge of the functions, activities, and responsibilities of municipal operations.
- Familiarity with or ability and willingness to become familiar with the requirements of the Freedom of Information Act.
- Working knowledge of general office equipment and a variety of software programs including

Microsoft Office Suite, Adobe Acrobat Pro, Outlook and Access.

- Knowledge of e-filing procedures in state and federal courts.
- Knowledge of real estate transactions.
- Ability to multitask and prioritize assignments.
- Ability to use considerable initiative and creativity to identify and resolve situations.
- Ability to follow complex oral and written directions.
- Ability to deal effectively with others
- Ability to maintain confidentiality, exercise sound judgment, and handle sensitive matters with tact and diplomacy.

PHYSICAL AND MENTAL EFFORT/ENVIRONMENTAL AND WORKING CONDITIONS

- Must be mobile, able to push/pull/lift objects of less than 20 pounds, and able to sit for prolonged periods. Able to perform moderately difficult manipulative skills and skills which require hand-eye coordination, such as keyboard skills or using a calculator.
- Must be able to see objects closely, as in typing a report; hear normal sounds with some background noise, distinguish voice patterns and communicate through human speech, as in answering a telephone.
- Must be able to concentrate on fine detail with constant interruption, attend to task for 60 minutes or more, remember multiple tasks given to self and others over long periods, and understand the theories behind several related concepts.
- May be exposed to dust, electro-magnetic radiation as in computer screens.

MINIMUM TRAINING AND EXPERIENCE

- High school graduate plus a minimum of three (3) years of legal secretarial experience in a law office; or completion of a post-secondary school, plus minimum of 3 years of legal secretarial experience in a law office or equivalent combination of education and/or experience. Suitable experience may be substituted for educational attainment if deemed appropriate by the Town Manager or their designee.
- Must possess, or obtain within three months of employment, a certificate of appointment as a notary public within the State of Connecticut, and maintain such certificate throughout the term of employment.
- Bilingual preferred.

THE ABOVE DESCRIPTION IS ILLUSTRATIVE. IT IS INTENDED AS A GUIDE FOR PERSONNEL ACTIONS AND MUST NOT BE TAKEN AS A COMPLETE ITEMIZATION OF ALL FACETS OF ANY JOB.



STEVE STEPHANOU, TOWN MANAGER

Town of Manchester

41 Center Street • P.O. Box 191
Manchester, Connecticut 06045-0191
www.manchesterct.gov

Page 173 JAY MORIN, MAYOR
SARAH JONES, DEPUTY MAYOR
DENNIS SCHAIN, SECRETARY

Item 13g

DIRECTORS
ED BOLAND
PETER CONYERS
PAMELA FLOYD-CRANFORD
LESLIE FREY
JERALD LENTINI
JESSEE MUÑIZ-POLAND

September 22, 2026

Dear Board of Directors:

The SustainableCT Climate Leader Prize was awarded to all communities that attained the organization's "Climate Leader" designation during the Fall 2025 certification cycle, including Manchester. Eight communities split the \$100,000 prize, which was awarded to municipalities that completed several high-impact Actions that most directly assisted with the control and reduction of emissions and the preparation for the impacts of climate change.

At its meeting on August 19, 2026 the Manchester Sustainability Commission moved to recommend the following uses of the SustainableCT Climate Leader Award prize (\$12,500), after being directed by Board of Directors Action #108-26. The funds were also formally appropriated at the same April 2026 meeting of the Board of Directors (Action #102-26).

"Plug-In Solar" Public Education Campaign (\$3,000)

- This project will consist of purchasing a demonstrative solar array and outreach materials to conduct an information campaign around the State's new "Plug-In Solar" [law](#) (sometimes referred to as "balcony solar"), which effective 10/1/26 allows one solar device per household up to 1,200 watts for residential use, exempt from interconnection agreements. The Commission plans to work with the Fire Marshal's Office and other Town departments to ensure the program is a success and provides accurate information to residents who may be interested in safely adding a small solar array to their homes.

Bike Walk Manchester Repair Program Funds (\$1,000)

- Bike Walk Manchester (BWM) was established after the meeting of the Bike Friendly Designation Working Group organized by Leisure, Family, and Recreation. BWN is a community-centered initiative that promotes safe, accessible, and enjoyable bicycling and walking for everyone in Manchester, and aims to build a culture that embraces active transportation as a core contributor to Manchester's environmental sustainability, economic vitality, and quality of life. This project will provide funding for miscellaneous bike repair parts that allows the group to "rescue" and then donate discarded bicycles to residents that would have otherwise entered the Town's landfill. In July, BWM donated bikes during the Charter Oak Park and National Night Out at Mahoney/Leisure Labs

even, and the group also participates in the Town's new ["Fixery" events](#) where residents can bring broken items for free repairs, to avoid throwing them away.

Solar "Smart" Bench(es) (\$8,500)

- This project will result in the purchase and installation of a "smart bench" that will provide users of a Town trail or park (exact location to be determined) with shade and a way to charge devices with solar power. Initial discussions with the Town's Recreation and Engineering staff have identified The Oak as a suitable, high-traffic location for such an installation.



Please don't hesitate to reach out with any questions or comments. Regular project updates can be provided as progress is made on each of the above.

Sincerely,

Austin Murray

Director of Municipal Services

Staff Liaison to the Sustainability Commission



TOWN OF MANCHESTER, CONNECTICUT

BOD PRESENTATION MEMO

TO: STEVE STEPHANOU, TOWN MANAGER

FROM: GARY ANDERSON, DIRECTOR OF PLANNING & ECONOMIC DEVELOPMENT

SUBJECT: AUTHORIZATION TO APPLY FOR ANY AND ALL GRANTS RELATED TO THE ADVANCEMENT OF THE MANCHESTER CULTURAL DISTRICTS.

DATE: OCTOBER 6, 2026

CC: BOARD OF DIRECTORS

Authorization to approve:

Authorization to apply for any and all available grants, up to \$10,000, related to the advancement of the Manchester Cultural Districts.

Background:

In 2024, the State of Connecticut designated two walking routes through Downtown Manchester as [Cultural Districts](#). This designation builds on Manchester's more than 200-year tradition of recognizing arts, culture, and community as essential to the town's economic vitality and quality of life.

The Manchester Cultural Districts encompass the rich concentration of arts, history, local businesses, civic institutions, and cultural assets centered around Downtown Main Street and the Cheney Brothers National Historic Landmark District. A North/South walking path travels along Main Street, which includes part of the Downtown Special Services District and an area designated as an [Opportunity Zone](#). A second East/West route passes through the Cheney Brothers National Historic Landmark District.

As Manchester continues to invest in the future of Downtown, the Cultural District designations provide an opportunity to pursue grant funding that advances the mission of the districts while helping to generate additional sources of financing. Grant opportunities currently available to the districts are generally modest in size and have intermittent application timelines.

Authorizing Cultural District staff to apply for available grants of up to \$10,000 that support the advancement of the Manchester Cultural Districts would allow staff to respond efficiently to funding opportunities as they arise. Given the districts' limited staff capacity, this authorization would help streamline both the pursuit of funding and the administration of district activities.