

NOTICE OF REGULAR MONTHLY MEETING

DATE: Thursday, May 11th, 2023 TIME: 10:00 AM - 12:00 PM

LOCATION: NHCOG Office, 59 Torrington Road, Suite A-1, Goshen, CT

AGENDA

(Chairman Henry Todd; Vice Chairman Mike Criss; Secretary Charlie Perotti; Treasurer Tom Weik)

10:00 AM Call to Order and Opportunity for Public Comment. **Henry Todd, Chairman.**

10:05 AM Report of the Executive Director, **Rob Phillips**

- **POTENTIAL ACTION** Authorization of the Executive Director to Terminate the Current Lease Agreement with Goshen Housing Trust (59 Torrington Road, Suite 1-A, in Goshen, CT 06756) and Enter into a Lease Agreement (Effective date of Sept 1, 2023) for Approximately 1,600 sq ft of Office Space Located within the EdAdvance Facility (355 Goshen Road, Litchfield, CT 06759). (Attachment A)
- Report on Corrective Actions for Internal Financial Control Improvements.
- Bylaws and Personnel Rules Review Subcommittee
- Return to CEO Visitations by Executive Director and NHCOG Staff.
- 10:20 AM Regional Performance Incentive Program (RPIP) Grant Overview, **Rebecca Auger**, **Policy Development Coordinator**, **OPM** and Collaborative Municipal Service Sharing in SCCOG, **Amanda Kennedy**, **Executive Director**, **SCCOG**
- 10:40 AM Report of the NHCOG Legislative Committee, **Mike Criss, Chairman**
- 10:50 AM Community and Economic Development Update, **Emily Hultquist, Assistant Director**
- 10:55 AM Transportation Planning Update, **Kathryn Faraci, Senior Regional Planner**
 - ACTION Request for Approval of Resolution Endorsing NHCOG Unified Planning Work Program (UPWP) for FY Ending 2024 and 2025 and Associated Delegation of Authority (Attachment B)
 - **ACTION** TIP amendment statewide project 0170-3640 for service plaza mainline sign and sign support replacement. *(Attachment C)*
- 11:00 AM DEMHS Update, **John Field, DEMHS Region 5 Coordinator**

- 11:10 AM **Municipal Forum:** Information Sharing Round Table
- 11:55 AM Administrative Items:
 - a) **ACTION** Approval of Meeting Minutes for April 6, 2023 (Attachment D)
 - b) **ACTION** Approval of Financial Statement for March, **Sarah Better**, **Financial/Office Manager** (Attachment E)
 - c) Recommendation for NHCOG Officers and Executive Committee for FY 2023-2024, and any floor nominations to be received. The slate of Officers shall be approved at the June Annual Meeting per NHCOG Bylaws, **Henry Todd**
- 12:00 PM Other Business as Raised by Members and Adjournment.

MODIFICATIONS IN YELLOW HIGHLIGHT

LEASE AGREEMENT

THIS LEASE AGREEMENT made effective as of May 15, 2023, by and between **EDADVANCE**, 355 Goshen Rd., Litchfield, CT 06759-0909 (hereinafter "Lessor") and **NORTHWEST HILLS COUNCIL OF GOVERNMENTS**, a coordinating body for chief elected officials maintaining twenty-one municipalities in northwestern Connecticut, having an address at 59 Torrington Road, Suite A-1, Goshen, Connecticut 06756 (hereinafter "Lessee") and

- 1. Demise of Premises. In consideration of the rents and covenants herein stipulated to be paid and performed by Lessee, the Lessor agrees to and does hereby lease to the Lessee and the Lessee agrees to and does hereby lease from Lessor for the term herein specified 1,663 square feet of office space and access to 1,571 square feet of conference space located at 355 Goshen Road, Litchfield, Connecticut, along with the right to use in common with others the adjacent parking areas, drives, walkways and sidewalks ("Demised Premises").
- 2. Term. Lessee shall have and hold the Demised Premises for a term of FIFTY-EIGHT months, commencing September 1, 2023, and terminating on June 30, 2028, unless this Lease Agreement shall be sooner terminated as specifically provided herein or pursuant to law. The lease may be extended by an additional sixty months from July 1, 2028, to June 30, 2033, if [mutually] agreed upon by the Lessor and Lessee. A subsequent agreement shall include a rate increase of no greater than 2% per year for each year of the agreement. If the Lessee wishes to extend the lease, the Lessee shall submit that intent in writing no later than March 1, 2028.

The Lessee shall be allowed to terminate this agreement, with no notice or penalty in the event that EdAdvance sells the building at any time during the term of this agreement or subsequent agreements.

- **3. Rent.** Lessee covenants to pay to the Lessor base rent of:
 - A. September 1, 2023 June 30, 2024 \$26,404.20 / \$2,640.42 per month
 - B. July 1, 2024 June 30, 2025 \$32,319 / \$2,693.25 per month
 - C. July 1, 2025 June 30, 2026 \$32,965 / \$2,747.08 per month
 - D. July 1, 2026 June 30, 2027 \$33,624 / \$2,802.00 per month
 - E. July 1, 2027 June 30, 2028 \$34,297 / \$2,858.08 per month

All rental payments shall be paid in advance to Lessor at 355 Goshen Road, Litchfield, CT 06759 or at such place as Lessor from time to time may be designated in writing, no later than the first day of each month. If Lessee fails to pay any rental payment provided herein

MODIFICATIONS IN YELLOW HIGHLIGHT

within ten (10) days after the due date, then Lessee shall pay as additional rent a late charge for each month and portion thereof after the due date, calculated at the rate of five percent (5%) of the amount due but unpaid.

4. Condition of Premises/Care and Maintenance of Premises.

- A. Lessee accepts and leases the Demised Premises in "as is" condition and acknowledges that the premises are in good order and repair.
- B. Lessor shall, make all ordinary and regular maintenance and repairs to the Demised Premises and maintain the premises in good and safe condition as deemed necessary by the EdAdvance Director of Facilities and/or the Chief Operations Officer in the exercise of reasonable discretion.
- C. Lessor shall maintain and be responsible for structural repairs to the roof and exterior walls of the building. "Structural repairs" is defined as repairs to the foundation (excluding foundation waterproofing), load bearing walls, load bearing steel or wood column or beam, steel or wood floor joists or roof joists, and the wood roof deck. Lessor shall also be responsible for capital repairs and replacements to the boiler, downspouts, and windows of the building, provided such capital repairs and replacements are not necessitated by the negligent or reckless acts or omissions of Lessee, its employees, invitees, licensees, or program participants.
- D. Lessee may make alterations, renovations, and improvements to the Demised Premises beginning on June 1, 2023. The Lessee shall submit drawings of any alterations, renovations and improvements to the Lessor and such drawings shall be approved by the Lessor before work begins. Prior to undertaking such alterations, renovations or improvements, Lessee shall provide Lessor with evidence that it has sufficient financing in place to pay for such alteration, renovation, or improvement. Said alterations, renovations and improvements shall be performed in compliance with all governmental code requirements and shall be solely maintained by the Lessee at its own expense. If the Lessee defaults or otherwise vacates the Demised Premises prior to the end of the first term, June 30, 2028, any alterations, renovations, and improvements made by the Lessee shall be returned to the original state before work occurred, at the sole cost of the Lessee.
- E. Lessee shall permit Lessor and its authorized representatives to enter the Demised Premises at any reasonable time for the purpose of inspecting the same throughout the term of this Lease Agreement.

MODIFICATIONS IN YELLOW HIGHLIGHT

- 5. Ordinances and Statutes. Lessee shall, at its sole cost and expense: (i) comply with all laws applicable to Lessee's occupancy and operation of the Demised Premises, including (ii) comply with all rules, orders and regulations of the fire insurance company or companies with which the Demised Premises are or may be insured and/or any private insurance rating bureaus or other similar organizations for the prevention of fire or the correction of hazardous conditions, and (iii) save Lessor harmless from all fines, penalties, and costs for violation of or noncompliance with the foregoing.
- **6. Signs.** Subject to written approval by Lessor, which approval will not be unreasonably withheld, Lessee shall have the right to erect signs on the Demised Premises for the purpose of building location and program identification. Lessee shall be responsible for the maintenance and repair of its signs and shall remove any signs posted at the expiration of this Lease Agreement and repair all damage caused by the removal, if any.
- 7. Assignment and Subletting. Lessee may not sublet the Demised Premises or any portion thereof and may not assign all or any part of its rights and interests hereunder.
- 8. Utilities, Maintenance and Other Services.
 - A. The Lessor shall be responsible for the cost of all utilities for the building and Demised Premises, including electric, heat, gas, water, sewer, and security systems at the Demised Premises and shall place such utilities in its name.
 - B. Lessor shall be responsible for its telecommunications access and service, including all telephone, cable, computer networking and internet service.
 - C. Lessor shall maintain the building and be responsible for custodial services including, but not limited to, cleaning and trash removal. Lessor shall also provide all paper and soap products for the bathrooms in the building.
 - D. Lessor shall be responsible for lawn maintenance and for the removal of snow and ice from all driveways, parking areas, sidewalks, walkways, stairways and entrances to the building, seven days a week.
 - E. Lessor shall be responsible for maintaining and keeping operational any fire alarm system and smoke detectors at the Demised Premises.
 - F. Lessee shall not be responsible for utilities, maintenance or other services outlined above and cost increases for items in this section shall not be passed on to the lessee.

MODIFICATIONS IN YELLOW HIGHLIGHT

- **9.** Entry and Inspection. Lessee shall permit Lessor and/or Lessor's agents to enter upon the premise at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time to show and inspect the premises with persons desiring to lease the same.
- 10. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the Demised Premises or any part thereof except such damages or injuries arising out of Lessor's failure to perform any of Lessor's obligations under this Lease, or out of the negligent, reckless or intentional conduct of Lessor, or any officer, employee or other agent or representative of Lessor, and Lessee agrees to pay, and to protect, indemnify, defend and hold Lessor harmless from and against any and all liabilities, damages, costs, expenses (including reasonable attorney's fees), causes of action, suits, claims, demands or judgments of any nature whatsoever, including any injury to, or the death of, any person or damage to property except to the extent the same arise out of Lessor's failure to perform any of Lessor's obligations under this Lease, or out of the negligent, reckless or intentional conduct of Lessor, or any officer, employee or other agent or representative of Lessor.
- 11. Insurance. Lessee shall, at its expense, during the term hereof, maintain public liability insurance covering the Demised Premises, providing for single limit coverage of at least One Million Dollars (\$1,000,000.00) and fire legal liability coverage of at least Two Million Dollars (\$2,000,000.00). Lessee's insurance shall name Lessor as additional named primary insureds. The Lessee shall annually and at such other times as Lessor may request, provide Lessor with a Certificate of Insurance or declaration page of the policy evidencing such insurance coverage. Lessee shall also increase such insurance coverage when reasonably requested to do so by Lessor during the term of this Lease Agreement or any extension or renewal thereof.

Lessee shall also maintain property insurance exclusively for its benefit covering its fixtures and furnishings. Lessor's property insurance will not provide coverage for Lessee's improvements.

12. Default Provisions.

- A. Any of the following occurrences or acts shall constitute an event of default under this Lease Agreement:
 - If Lessee, at any time during the term of this Lease Agreement shall (a) fail to make payment of any installment of rent or of any other sum herein specified

MODIFICATIONS IN YELLOW HIGHLIGHT

to be paid by Lessee, or (b) fail to observe or perform any of Lessee's other covenants, agreements or obligations hereunder, and if any such default shall not be cured as to (a), within ten (10) days after same is due, or as to (b), within thirty (30) days after receipt of written notice from Lessor specifying such default or defaults, if such default is susceptible of cure within said time or, if not possible to cure such default within thirty (30) days, then within such longer period of time as may be reasonably required, or

ii. If any other event of default occurs as defined elsewhere in this Lease Agreement.

B. Remedies:

- Upon the occurrence of any event of default which is not cured within the applicable grace period herein provided, then or at any time thereafter while any such event of default shall continue, Lessor shall have the right at its election to terminate this Lease Agreement; and, in the event of such termination, all right, title and interest of Lessee hereunder shall thereupon expire and Lessee shall then peaceably and quietly quit the Demised Premises and surrender the same to Lessor. Should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided by law, Lessor shall make all commercially reasonable efforts to mitigate damages and re-let the Demised Premises or any part thereof for the term at such rental or rentals and upon such terms and conditions as Lessor may reasonably deem advisable, with the right to make alterations in and repairs to the Demised Premises.
- ii. In the event of any termination of this Lease Agreement as in this Paragraph or as otherwise permitted by law, Lessor may enter upon the Demised Premises, and again have, repossess and enjoy the same as if this Lease Agreement had not been made, and in any such event, neither Lessee nor any person claiming through or under Lessee by virtue of any statute or of an order of any court shall be entitled to possession or to remain in possession of the Demised Premises but shall forthwith quit and surrender the Demised Premises.
- iii. If Lessor shall re-enter and obtain possession of the Demised Premises by reason of or following an event of default, Lessor shall have the right, without notice, to repair or alter the Demised Premises in such manner as the Lessor may deem necessary or advisable so as to restore the Demised Premises to the condition they were in as of the date Lessee took possession, improvements and

MODIFICATIONS IN YELLOW HIGHLIGHT

reasonable wear and tear excepted, and Lessee agrees to pay to Lessor on demand all reasonable expenses (including attorneys' fees) incurred by Lessor in obtaining possession, and restoring the Demised Premises to the condition they were in as of the date Lessee took possession, improvements and reasonable wear and tear excepted.

- 13. Attorney's Fees. In the event that either party to this Lease Agreement defaults on any obligation, the defaulting party as determined by arbitration or court of competent jurisdiction shall pay to the non-defaulting party any and all reasonable expenses incurred in enforcing the provisions of this Lease Agreement, including reasonable attorneys' fees.
- 14. Additional Rights of Lessor. No right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter existing at law or in equity or by statute. The failure of Lessor to insist at any time upon the strict performance of any of the covenants or agreements or to exercise any option, right, power or remedy contained in this Lease Agreement shall not be construed as a waiver of or relinquishment thereof for the future.

The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant, or condition of this Lease Agreement, other than the failure to pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No acceptance by Lessor of a lesser sum than the monthly base rent or other sum then due shall be deemed to be other than on account of the earliest installment of such rent or other amount due, nor shall any endorsement or statement on any check or any letter accompanying any check be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such installment or other amount or pursue any other remedy provided in this Lease Agreement. No receipt of monies by Lessor from Lessee after the termination or cancellation of this Lease Agreement shall reinstate, continue, or extend the term of this Lease Agreement, or affect any notice given to Lessee.

During the pendency of any proceedings brought by Lessor to recover possession by reason of a default, Lessee shall continue all payments required to be made to Lessor and Lessor may accept such payments for use and occupancy of the Premises, notwithstanding any endorsement or statement Lessee places on a check or in any letter or writing accompanying such payment. Lessee waives its right in such proceeding to claim as a

MODIFICATIONS IN YELLOW HIGHLIGHT

defense that the receipt of such money payments by Lessor constitutes a waiver by Lessor of such default.

15. Discharge of Liens.

- A. Lessee shall not allow any lien to be placed on or against the Demised Premises as a result of Lessee's occupancy or operation or as a result of any work performed or materials supplied to the Demised Premises which were contracted or arranged by Lessee, including as security or collateral for loans, grants, or funds received by Lessee.
- **16. Notices.** All notices, demands, requests, consents, approvals, undertaking, and other instruments required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if served as to the Lessee at the address set forth above, and as to the Lessor, at the address set forth above, to the attention of the Executive Director.
- 17. Radon Gas Disclosure. Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Connecticut. Additional information regarding radon and rad testing may be obtained from your county public health unit.
- 18. Holdover. If Lessee retains possession of the Demised Premises or any part thereof after the expiration or termination of this Lease Agreement, Lessee's occupancy shall be under all of the terms and conditions of this Lease Agreement, except that: (i) Lessee shall be a Lessee at will, terminable at any time on at least thirty (30) days' notice; (ii) Lessee shall make use and occupancy payments in the amount of 100% of the rent due immediately prior to the commencement of the holdover period, on a month to month basis through the last day of the month during which Lessee vacates the Demised Premises; and (iii) Lessee shall defend, indemnify and hold Lessor harmless from and against any and all damages sustained and liabilities incurred by Lessor as a result of Lessee's continued occupancy of any part of the Demised Premises beyond the term of this Lease Agreement (including attorneys' fees). This subparagraph shall not limit or modify any other right or remedy of Lessor under this Lease Agreement or any obligation of the Lessee under this Lease Agreement or otherwise.
- **19. Surrender.** Upon the expiration or sooner termination of this Lease Agreement, Lessee shall peaceably and quietly leave, yield up and surrender the Demised Premises to Lessor

MODIFICATIONS IN YELLOW HIGHLIGHT

in no worse condition than same were in when received from the Lessor at the commencement of the term of this Lease Agreement, approved alterations, ordinary wear and tear and unavoidable casualty excepted, but clean, orderly and free of occupants. Any approved alteration to the Demised Premises shall remain in place at the time of the surrender of the Demised Premises.

- **20.** Connecticut Law. This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.
- 21. Entire Agreement. This Lease Agreement contains all of the covenants, agreements, terms, provisions, and conditions relating to the leasing of the Demised Premises hereunder, and Lessor has not made and is not making, and Lessee, in executing and delivering this Lease Agreement, is not relying upon any warranties, representations, promises or statements except to the extent that same may be expressly set forth in this Lease Agreement.

IN **WITNESS WHEREOF**, Lessor and Lessee have executed this Lease Agreement effective as of April 15, 2023.

As to Lessor:	LESSOR: EDADVANCE
As to Lessee:	

MODIFICATIONS IN YELLOW HIGHLIGHT

Date LESSEE: NORTHWEST HILLS COUNCIL GOVERNMENTS	L OF
Date	



Resolution to Endorse the Northwest Hills Council of Governments FY 2024 & 2025 Unified Planning Work Program (UPWP)

WHEREAS: The Northwest Hills Council of Governments (NHCOG), in cooperation with the Connecticut Department of Transportation (ConnDOT), the Federal Highway Administration (FHWA), and the Federal Transit Administration (FTA) is responsible for carrying out the transportation planning process for the Northwest Hills Region;

WHEREAS: This Unified Planning Work Program is developed in cooperation with the Connecticut Department of Transportation, the U.S. Department of Transportation, and transportation stakeholders;

WHEREAS: NHCOG is responsible for adopting and performing the Unified Planning Work Program;

WHEREAS: The Unified Planning Work Program documents the FY 2024 and FY 2025 transportation planning work program;

Now therefore, be it resolved, that the Northwest Hills Council of Governments hereby: Endorses the Northwest Hills Council of Governments FY 2024 & FY 2025 Unified Planning Work Program administrative and technical adjustments and will accept any minor changes to the UPWP after the State and Federal review of the UPWP.

This resolution is effective May 11, 2021.
Date: May 11, 2021
Henry Todd, Chairman

Requested Changes to CTDOT FY 2021 Statewide Transportation Improvement Program (STIP) In the Northwest Hills Region

STIP Amendment #21 (5-11-23) – Service Plaza mainline sign and sign support replacement along I-95 and I-395. The purpose of this project is to improve directional guidance to motorists seeking the use of a Service Plaza. This project will create a standard signing practice and enhance driver recognition utilizing additional Logo signing on the mainline approach to the Service Plazas. The PE phase includes a PD/FD split.

<u>FACode</u>	Proj#	Rte/Sys	Town	<u>Description</u>	<u>Phase</u>	<u>Year</u>	Tot\$(000)	Fed\$(000)	Sta\$(000)	Loc\$(000)	<u>Comments</u>
NHPP	0170-3640	I-95 & I-395	STATEWIDE	SERVICE PLAZA MAINLINE SIGN AND SIGN SUPPORT REPLACEMENT	CON	FYI	3,750	3,750	0	0	NEW PROJECT



MINUTES OF THE NHCOG MEETING April 6, 2023

Members or Representatives in Attendance:

Barkhamsted, Donald Stein (absent)
Canaan, Henry Todd
Cornwall, Gordon Ridgway
Hartland, Magi Winslow (absent)
Kent, Jean Speck (absent)
Morris, Tom Weik
Norfolk, Matt Riiska (absent)
Roxbury, Patrick Roy
Sharon, Brent Colley (absent)
Warren, Greg LaCava
Winchester, Josh Kelly (absent)

Burlington, Douglas Thompson (absent)
Colebrook, Christopher Johnston
Goshen, Todd Carusillo
Harwinton, Michael Criss
Litchfield, Denise Raap
New Hartford, Dan Jerram
North Canaan, Charles Perotti
Salisbury, Curtis Rand (absent)
Torrington, Elinor Carbone
Washington, Jim Brinton

Others in Attendance: Leo Ghio, Rural Resource Coordinator, John Field, DEMHS Region 5 Coordinator, Grayson Wright, CTDOT, Eversource Representatives, John Daniel Davis and Tim Waldron.

NHCOG Staff: Robert Phillips, Emily Hultquist, Kathryn Faraci, and Sarah Better

<u>Call to Order</u> - Chairman Todd called the meeting to order at 10:06 AM.

Public Comment - none

Report of the Executive Director – Robert Phillips explained that the potential NHCOG office location was previously remanded back to the Executive Committee for review and approval, however by the time a revised lease was received and a concern was raised over the extension period language, there was no time to review it before the Executive Committee prior to this meeting. Therefore, after consultation with the Chair, it was decided to bring the issue before the full board today.

He began by sharing information on the draft lease and legal review of the same, as well as three quotes received from contractors for a minor build-out of the proposed available space at EdAdvance. Discussion ensued regarding specific lease language, the future intensions of EdAdvance with the building and property and the longer-term plan for where the COG may be with regard to staffing and responsibility/office needs.

A motion was made (Brinton) and seconded (LaCava) to remand the draft lease back to the Executive

APRIL 6, 2023 1

Committee for final review based upon the discussion at the meeting with several items to consider for revision. The motion passed 10-3 (nays - Criss, Raap, Johnstone).

The Executive Director also reported that the CAMA data and GIS parcel data sets from each Municipality are due May 1st.

How Municipalities use State and Federal Funding to Meet Their POCD Open Space Goals by Pairing CT DEEP's Open Space and Watershed Land Acquisition Program (OSWA) and Federal Highlands Act Funding – Connie Manes and Julia Rogers from Litchfield Hills Greenprint Collaborative, Housatonic Valley Association shared a presentation on this topic.

<u>Presentation on Mission of FISH NWCT</u> – Deirdre DiCara, Executive Director of Friends in Service to Humanity of Northwest CT (FISH) Homeless Shelter shared information of the programs they provide along with an overview of their annual mid-year report as well as seeking municipal support for several applicable proposed legislative House Bills.

Report of the NHCOG Legislation Committee – Chairman Mike Criss shared an update on various legislative House and Senate Bills and noted that 87 testimonies were provided.

Community and Economic Development Update – Emily Hultquist shared that the EDC Executive Committee met on April 5th and is making progress toward setting up the next full EDC meeting with the goal of having selected a data consultant and a public involvement/facilitation consultant by that time. Ms. Hultquist shared that she has attended a meeting of the Washington Economic Development Commission and is planning to attend an April meeting of the Salisbury Economic Development Commission to introduce herself, explain ways that the EDCs can participate in the upcoming CEDS update and understand what each of the towns is working on in the area of economic development. Ms. Hultquist said that she would be interested in visiting more municipal EDCs as well as Planning and Zoning Commissions. Finally, Ms. Hultquist stated that she will be reaching out to board members to gain interest over the coming months on submitting an application for Regional Performance Incentive Grant Funding to procure the services of a Tax Assessor to serve multiple towns.

Transportation Planning Update – Kathryn Faraci shared information on proposed 2025-2028 STIP amendments for Replacement, rehabilitation, or removal of retaining walls in CTDOT District 4. Replacement of traffic control signals in District 4. Installation and removal of overhead sign supports at various locations. Repair of embankment on Lake Waramaug Bridge in Warren. Upgrade rotary and pedestrian improvements in Goshen. Replacement of bridge over brook in Harwinton. Pavement rehabilitation on Campville Road in Litchfield. Motioned to approve the STIP amendments was made by Selectman Carusillo and second by Selectman Perotti. Motion passed unanimously. Thirteen applications have been submitted to NHCOG and as discussed with the CTDOT Bureau of Policy and Planning. NHCOG plans to submit all thirteen applications. As this new program rolls out, the intent is to have future discussions with the DOT to determine alternative funding programs if the TRIPS becomes fully obligated.

<u>DEHMS Update</u> – John Field, DEMHS Region 5 Coordinator shared that they continue to participate in meetings that Eversource is having with municipalities. The agency is currently working on Route 8 Diversion Plans with the CTDOT. He also shared that the COVID Public Assistance deadline is approaching soon. DEHMS continues to work on the Region 5 Strategic Plan and training initiatives.

Administrative Items

APRIL 6, 2023 2

- a) **ACTION** Approval of Meeting Minutes for March 9, 2022. Selectman Carusillo made the motion to approve and seconded by Selectman Johnston. Motion passed unanimously.
- b) **ACTION** Approval of Financial Statement for February, Selectman Carusillo made the motion to approve and seconded by Selectman Perotti. Selectman Jerram voted against the approval.
- c) **ACTION** Acceptance of Audit for FY2021-22. Selectman Todd made the motion to approve and seconded by Selectman Perotti with the amendment of follow-up discussion along with monthly reviews. Motion passed unanimously.
- d) Appointment of Nominating Committee for NHCOG Officers and Executive Committee for FY2023-2024 beginning July 1, 2023.

The consensus was that the Executive Committee will discuss the nominating committee.

<u>Other Business</u> – Emily Armstrong from Congresswoman Hayes's office shared information on April 22nd Passport Day for the surrounding 41 towns. Also, if any municipality needs letters of recommendation regarding upcoming grant opportunities, to please contact Rep. Johanna Hayes's office.

The meeting adjourned at 12:10pm

Respectfully submitted,

NHCOG staff

APRIL 6, 2023 3

	NORTHWEST	HILLS COUNCIL O	F GOVERNMEN	115		
		Mar-23				I
	ORIGINAL	BUDGET	AMENDED	EXPENDED	EXPENDED	
OVERHEAD COSTS	BUDGET	AMENDMENTS	BUDGET	THIS MONTH	TO DATE	UNEXPENDED
OVERTICAD COSTS	<u>BODGL1</u>	AMENDIMENTS	BODGLI	THIS MONTH	TODATE	ONEXPENDED
Audit (Fiscal Services)	10,800			9,900.00	9,900.00	900.00
Cleaning Service/MSW Disposal	2,000			360.00	1,515.00	485.00
Dues, Subscript., Publications	3,000			800.00	1,499.00	1,501.00
Insurance (Bonds/Office/Property)	15,000	3,028.00	18,028.00	200.00	18,228.00	(200.00
Miscellaneous	3,500			1,635.39	3,527.79	(27.79
Office Supplies	2,500			464.95	2,807.03	(307.03
Postage	700			63.00	146.60	553.40
Printing Services/Repro.	1,000			0.00	0.00	1,000.00
Rent	34,028			4,198.00	20,990.00	13,038.00
Equip. Maintenance, Repairs	5,000			0.00	4,402.97	597.03
Telephone, Computer, Fax & Internet	5,500			614.72	5,278.14	221.86
Travel & conference	6,000			220.98	5,017.18	982.82
Utilities	7,500			1,125.24	4,865.32	2,634.68
Contingency	5,000			0.00	3,028.00	1,972.00
Contingency	3,000			0.00	0,020.00	1,372.00
STAFFING						
Salaries	374,450			31,204.16	280,965.64	93,484.36
Employee Benefits	102,307			14,729.88	61,982.08	40,324.92
Payroll Expenses	30,477			2,620.84	24,352.29	6,124.71
CONSULTANTS & OTHER SERVICES						
Transit Planning - NWCTD **	15,000				0.00	15,000.00
Regional Engineer (LOTCIP)*	1,002				0.00	1,002.00
Regional Transportation Planning**	1,002				0.00	1,002.00
<u> </u>						1,330.00
Housatonic River Commission	1,330				0.00	
EDA Planning Partnership	20,000				0.00	20,000.00
Consultant Contingency **/ Other	8,834				0.00	-
CAPITAL AND NON-REOCURRING						
Medical Deductible Contingency	-				0.00	-
Equipment	1				0.00	1.00
ODEDATING DUDGET OUR TOTAL	654.020	2 020 00	657.050.00	60 407 46	445 477 04	242 480 06
OPERATING BUDGET SUB TOTAL	654,930	3,028.00	657,958.00	68,137.16	445,477.04	212,480.96
Passthrough***				129,761.27	599,124.81	
TOTAL				197,898.43	1,044,601.85	
Revenue Received This Month	230,480.75					
Revenue Received To Date**	1,319,658.45		Revenue Received to Date		1,319,658.45	
Balance of Awarded Revenue	(89,848.96)		Expended to Date		1,044,601.85	
Total Revenue	1,229,809.49		Operating A	ccount Balance	275,056.60	
Note: There are separate checking/savings	accounts for: NW F	lills Fuel Bank. Pres	scription Assistar	nce Program. Pul	olic Works. N2N	
*Carryover from FY 21-22 for defined purpo		,		<u> </u>	,	
**Includes FY 21-22 carryover						
***Passthrough includes: DEMHS, CERT, G	Seer. HHW. HRC					

NORTHWEST HILLS COUNCIL OF GOVERNMENTS									
Mar-23									
	ORIGINAL	BUDGET	AMENDED	RECEIVED	RECEIVED	NOT			
	BUDGET	AMENDMENTS	BUDGET	THIS MONTH	TO DATE	RECEIVED			
INCOME									
Regional Service Grant (OPM-SGIA)	262,002.00				262,002.04	-0.04			
ConnDOT Transportation (HPR)	135,000.00			83,141.22	83,141.22	51,858.78			
ConnDOT Transit	23,625.00				0.00	23,625.00			
ConnDOT LOTCIP	12,500.00				0.00	12,500.00			
ConnDOT RITS	10,000.00				24,999.00	-14,999.00			
Municipal (Local) Dues	89,860.00				89,860.00	0.00			
Town Fee for Service	1.00				0.00	1.00			
Regional Housing Council Dues	1.00				0.00	1.00			
Housatonic River Commission Dues	2,800.00				0.00	2.800.00			
Foundation For Community Health	7,290.00				0.00	7,290.00			
N2N (Berkshire Taconic)	1,500.00				0.00	1,500.00			
DEMHS Region 5 Coordination by COG	12,000.00				2,000.00	10,000.00			
DEMHS Region 5 Fiduciary	23,000.00				0.00	23,000.00			
Natural Hazard Mitigation Plan - DEMHS	,				0.00	0.00			
Department of Housing	1.00				0.00	1.00			
EDA-Partnership Planing	60,000.00			30,000.00	60,000.00	0.00			
EDA-CARE**					149,307.36	-149,307.36			
Miscellaneous	200.00				73,360.16	-73,160.16			
Bank Interest	150.00			10.46	109.18	40.82			
Previous Year Accounts Receivable					0.00	0.00			
Carryover funds FY 21/22	15,000.00				0.00	15,000.00			
OPERATING BUDGET SUB TOTAL	654,930.00	0.00	654,930.00	113,151.68	744,778.96	-89,848.96			
Passthrough****				117,329.07	401,510.55				
TOTAL				230,480.75	1,146,289.51				
			TSB Certificate of Deposit #1		48,082.52				
			TSB Certificate of Deposit #2		48,351.16				
			TSB Certificate of Deposit #3		60,843.12				
			NCB Certificate of Deposit		220,029.29				
	STIF NHCOG General Fun				359,325.19				
****Passthrough includes: DEMHS, CERT, G	Geer, HHW, HRC		Total R	ainy Day Funds	736,631.28				