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New Haven - North Branford - North Haven - Orange - Wallingford - West Haven - Woodbridge

**SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS**

*Carl Amento, Executive Director*

**SCRCOG MEETING NOTICE & AGENDA**  
**August 24, 2011 – 10:00 A.M.**

**Location: 127 Washington Avenue, 4<sup>th</sup> Floor West  
North Haven, CT 06473**

**Full agenda materials can be found at our website – [www.scrkog.org](http://www.scrkog.org)**

1. Call to order and Introductions: -First Selectman Edward Sheehy, *Chairman*
2. Presentation: Attorney Jason Stanevich, Littler Mendelson LLC, New State Paid Sick Leave Act
3. Adoption of July 27, 2011 SCRCOG Minutes- Mayor John Picard, *Secretary* *Pages 2-4*
4. Treasurer’s Report for month ending July 31, 2011 – Mayor April Capone, *Treasurer* *Pages 5,6*
5. Transportation Committee Report - Mayor William Dickinson, *Chairman* *Pages 7-11*  
Adopt Resolution to approve 2010-2013 TIP Amendment Nineteen *Pages 10,11*
6. Adoption of Resolution re: Planning Study Consultant Services *Page 12*
7. Approval of Agreement Between RPA and SCRCOG re: Sustainable Communities *Pages 13-20*  
Regional Planning Grant
8. Legislative Report -Louis Mangini, *Legislative Aide to Congresswoman Rosa DeLauro*
9. DEMHS Region 2 Report- Roy Piper, *Coordinator*
10. SCRCOG Executive Director’s Report – Carl Amento *Executive Director*
11. REX Development Report by Ginny Kozlowski, *Executive Director* *Pages 21, 22*
12. RPC Action Tables for August *Pages 23-25*
13. Regional Cooperation / Other Business
14. Adjournment

**Reminder: After the SCRCOG meeting, there will be a meeting of the RLC and SCRCOG at Noon at the New Haven Open at Yale. (Lunch is provided)**

Special needs: Hearing impaired closed audio loops and/or sign language interpreter and limited English proficiency translator will be provided upon two weeks notice. Agenda can be requested in a language other than English by contacting SCRCOG.



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**SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS**

*Carl Amento, Executive Director*

TO: **SCRCOG Board**  
FROM: **Mayor John Picard, SCRCOG Secretary**  
DATE: **August 16, 2011**  
SUBJECT: **SCRCOG Minutes of July 27, 2011**

**Present:**

Bethany	First Selectman Derrylyn Gorski
Branford	First Selectman Anthony DaRos- <i>Vice Chairman</i>
East Haven	Mayor April Capone – <i>Treasurer</i>
Guilford	First Selectman Joseph S. Mazza
Hamden	Mayor Scott Jackson
Madison	First Selectman Fillmore McPherson
Meriden	City Manager Lawrence Kendzior, <b>proxy for Mayor Michael Rohde</b>
Milford	Gary Wassmer, <b>proxy for Mayor James Richetelli</b>
New Haven	Michael Piscitelli, <b>proxy for Mayor John DeStefano, Jr.</b>
North Branford	Mayor Anthony Candelora
North Haven	First Selectman Michael Freda
Wallingford	Mayor William Dickinson
West Haven	Mayor John Picard - <i>Secretary</i>
Woodbridge	First Selectman Edward Sheehy - <i>Chairman</i>
SCRCOG Staff	Carl J. Amento – <i>Executive Director</i> Albert Ruggiero, Stephen Dudley, James Rode, Eugene Livshits

**Guest Presenters:** Cheryl Duey, Michael Green, *CL&P*  
David Fink, *Partnership for Strong Communities*

**Other Guests:** Grayson Wright, *ConnDOT*; Carlene Kulisch, *Consultant*; Mary Bigelow, *Greater New Haven Transit District*; Miriam E. Brody, *League of Women Voters -North Haven*; Nancy Ciarleglio, *League of Women Voters*; Louis Mangini, *Legislative Aide to Congresswoman Rosa Delauro*; Alex Moraski, *Veterans Affairs Aide in Congresswoman Delauro’s Office*; Ginny Kozlowski, *Executive Director- REX Development*; Will Warren, *REX Development*; Barbara Malmberg, *REX Development*; Roy Piper, *Coordinator, DEMHS Region 2*; Richard LoPresti, *United Illuminating Co*; Jean Stimolo, *Executive Director of Rideworks*; William Villano, *Executive Director of Regional Workforce Alliance*; Atty. Nan Birdwistell.

**ITEM 1- Call to Order**

Chairman Sheehy called to order the July 27, 2011 meeting of the South Central Regional Council of Governments at 10:09 A.M. Self introductions of SCRCOG officials and guests then took place.

**ITEM 2 – Presentation-Cheryl Duey**

Cheryl Duey and Michael Green from CL&P made a presentation on Right of Way Issues.

**ITEM 3– SCRCOG Minutes of June 22, 2011**

Board Secretary Mayor John Picard noted that the *SCRCOG Minutes* were on pages 2-4 in the agenda packet. A motion to adopt the *SCRCOG Minutes of June 22, 2011* was offered by Mayor Picard and seconded by First Selectman Mazza. Upon unanimous vote, the motion passed.

**ITEM 4 - Treasurer’s Report for the Month Ending June 30, 2011**

SCRCOG Treasurer, Mayor Capone, presented the *Treasurer’s Report*, which was on pages 5 and 6 of the agenda packet. She advised the officials that SCRCOG has assets of \$580,000 in cash and investments (\$73,000 in Bank of America, \$253,000 in First Niagara and \$254,000 in our STIF account), with another \$110,000 due from the State Department of Transportation. At the end of the fiscal year, expenses finished well within our fiscal year budget. A motion by Mayor Picard, and seconded by First Selectman Mazza, was offered to adopt the *Treasurer’s Report for the month ending June 30, 2011*. With no further discussion, the motion passed by unanimous vote.

**ITEM 5-Transportation Committee Report**

Mayor Dickinson, Chairman of the Transportation Committee, reported that the Committee recommended approval of TIP Amendment Eighteen at its July 13, 2011 meeting. The amendment is detailed on pages 7-17 of the agenda packet. The resolution is on pages 16 and 17 of the agenda packet. Mayor Dickinson moved approval of TIP Amendment Eighteen. First Selectman DaRos seconded the motion, and it passed unanimously.

**ITEM 10- DEMHS Report (moved up on the agenda)**

Roy Piper reported that DEMHS has merged with the state Department of Public Safety to create a new state Department of Emergency Services and Public Protection (DESPP) as of July 1, 2011. There will be a quarterly REPT meeting in Guilford on August 1st.

**ITEM 6- Approval of MOU with New Haven, West Haven and Meriden re: State of CT TOD Pilot Grants**

Executive Director Amento explained that the State grant program required applicant cities to have MOUs with their RPOs. The New Haven and Meriden MOUs were in the agenda packet at pages 18-29. The West Haven MOU was distributed at the meeting. Mayor Picard moved for approval. First Selectwoman Gorski seconded the motion, which was approved unanimously.

**ITEM 7- Legislative Reports**

Executive Director Amento reported that a presentation on the new paid Sick Leave Act will be made by Attorney Jason Stanevich at the next SCRCOG meeting.

Lou Mangini, Legislative Aide to Congresswoman Rosa DeLauro, reported on the debt ceiling debate. He introduced a new staff member in the Congresswoman’s office, Alex Moraski, who will specialize in veterans’ issues.

**ITEM 8- SCRCOG Executive Director Report**

Executive Director Amento reported on the status of the Sustainable Communities Regional Planning Grant, SCRCOG’s pending FEMA grant application; the selection of Christopher Rappa as SCRCOG’s new Sustainability Planner; selection of Kircaldie, Randall & McNab to continue as SCRCOG’s auditor; the first two meetings of the Regional Foreclosure Prevention Project; a visit to SCRCOG by 19 Chinese public officials who are studying at UNH for the next 6 months; and 6 firms being selected to perform the 7 UPWP studies this year.

Amento introduced Jean Stimolo, Executive Director of Rideworks, who announced that Rideworks was not awarded a DOT contract and will be dissolving as an entity. Amento praised Stimolo for her 27 years of leadership at Rideworks.

**ITEM 9- Presentation- David Fink, Partnership for Strong Communities**

David Fink, Policy Director of Partnerships for Strong Communities, announced that a Hope Regional Housing Forum will be held on Friday, September 16 at the Greenberg Conference Center at Yale on Prospect Street in New Haven. The forum which includes a breakfast will be from 8 to 9:30 am. Mayors, selectmen and municipal staff are encouraged to attend.

**ITEM 11-REX Development Executive Director's Report**

Ginny Kozlowski's Executive Director's Report is found on pages 30 and 31 of the agenda packet. It is expected that the Region's EDD status will be made official by EDA by September 30<sup>th</sup>. REX has awarded brownfields assistance to two sites in the region; the former Atlantic Wire site in Branford to be occupied by Cherry Hill Glass, and the Amity Teen Center in Woodbridge. Representatives of the Regional Leadership Council and REX met with the Governor and DECD Commissioner Smith to propose that REX provide regional economic development services on behalf of DECD.

**ITEM 12- Regional Planning Commission Report**

The Action Tables for July are on page 32 of the agenda packet.

**ITEM 13- Regional Cooperation/ Other Business**

None

**ITEM 14- Adjournment**

Mayor Picard moved to adjourn the meeting. Mayor Capone seconded the motion, which passed unanimously. Chairman Sheehy adjourned the meeting at 11:00 am.

Respectfully submitted,

John Picard  
SCRCOG Secretary

**BALANCE SHEET - July, 2011**

<b>ASSETS</b>	
<b>Cash and Investments</b>	
Bank of America	73,392
First Niagara Bank	215,364
Connecticut Short-Term Investment Fund - SCRCOG	254,471
<b>Total Cash and Investments</b>	<b>543,227</b>
<b>Accounts Receivable</b>	
Municipal Dues - FY 11/12	151,400
Connecticut Department of Transportation	104,767
DEMHS - Homeland Security Planning	31,775
Shoreline Greenways Trail - Federal Share	61,129
Amount for Accrued Leave	10,874
Pre-Paid Expense & Other Receivables	34,580
<b>Total Accounts Receivable</b>	<b>394,525</b>
<b>Property and Equipment</b>	
COG Equipment	1,773
Less, Accumulated Depreciation	0
<b>Total Property &amp; Equipment</b>	<b>1,773</b>
<b>TOTAL ASSETS</b>	<b>939,524</b>

<b>LIABILITIES AND FUND BALANCE</b>	
<b>Liabilities</b>	
Accounts Payable	0
Deferred Revenue - Municipal	138,783
Shoreline Greenways Trail - Municipal Share - H074(1)	12,893
Shoreline Greenways Trail - Municipal Share - H103(1)	4,027
Other Liabilities	0
<b>Total Current Liabilities</b>	<b>155,704</b>
<b>Fund Balance</b>	
Estimated Fund Balance - July 1, 2011	790,609
Encumbrances - Prior Year	11,359
Amount for Accrued Leave	10,874
Investment in Equipment	1,773
Fund Change	-30,795
<b>Fund Balance - July, 2011</b>	<b>783,820</b>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<b>939,524</b>

Statement of Resources and Expenditures - July, 2011

<i>Resources</i>	<i>FY 12 Budget</i>	<i>Month of July, 2011</i>	<i>To Date</i>
<b>Municipal Contribution</b>	<b>151,400</b>	<b>12,617</b>	<b>12,617</b>
<b>Municipal Carryover from FY 2011</b>	<b>28,700</b>	<b>0</b>	<b>0</b>
<b>ConnDOT - Transportation Planning</b>			
<i>U.S. Dept of Transportation</i>	<b>949,700</b>	<b>35,852</b>	<b>35,852</b>
<i>U.S. Dept of Transp - Carryover from FY 11</i>	<b>118,800</b>	<b>0</b>	<b>0</b>
<i>Connecticut Dept of Transportation</i>	<b>229,700</b>	<b>4,482</b>	<b>4,482</b>
<i>CTDOT - Carryover from FY 11</i>	<b>28,700</b>	<b>0</b>	<b>0</b>
<b>Connecticut Office of Policy &amp; Management</b>			
<i>Regional Planning</i>	<b>30,000</b>	<b>0</b>	<b>0</b>
<b>Federal Emergency Management Agency</b>			
<i>Pre Disaster Mitigation Plan</i>	<b>120,000</b>	<b>0</b>	<b>0</b>
<i>Municipal - In-Kind Contribution</i>	<b>15,000</b>	<b>0</b>	<b>0</b>
<b>Emergency Response Planning</b>			
<i>DEMHS - FY 08 NHASH Grant</i>	<b>30,000</b>	<b>0</b>	<b>0</b>
<b>Sustainable Communities Grant</b>			
<i>Sustainable Communities Reg Planning Grant</i>	<b>48,300</b>	<b>0</b>	<b>0</b>
<b>Regional Growth Partnership</b>			
<i>Rent</i>	<b>10,000</b>	<b>0</b>	<b>0</b>
<b>Interest</b>	<b>3,200</b>	<b>64</b>	<b>64</b>
<b>TOTAL</b>	<b>1,763,500</b>	<b>53,014</b>	<b>53,014</b>

<i>Expenses</i>	<i>FY 12 Budget</i>	<i>Month of July, 2011</i>	<i>To Date</i>
<b>Labor &amp; Benefits</b>	<b>598,800</b>		<b>50,022</b>
<i>Salaries</i>		<b>28,433</b>	<b>28,433</b>
<i>Fringe Benefits</i>		<b>21,589</b>	<b>21,589</b>
<b>Travel</b>	<b>7,900</b>	<b>180</b>	<b>180</b>
<b>Data Process</b>	<b>11,200</b>	<b>1,817</b>	<b>1,817</b>
<b>General Operations</b>	<b>161,500</b>		<b>20,658</b>
<i>Rent</i>	<b>0</b>	<b>16,115</b>	<b>16,115</b>
<i>Postage &amp; Telephone</i>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Print &amp; Reproduction</i>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Office Supplies</i>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Equipment Maintenance</i>	<b>0</b>	<b>15</b>	<b>15</b>
<i>Publications</i>	<b>0</b>	<b>0</b>	<b>0</b>
<i>Insurance &amp; Professional Services</i>	<b>0</b>	<b>4,248</b>	<b>4,248</b>
<i>Meeting Expenses &amp; Advertising</i>	<b>0</b>	<b>281</b>	<b>281</b>
<i>Miscellaneous &amp; Equipment Use</i>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Consultants</b>	<b>503,000</b>	<b>0</b>	<b>0</b>
<i>Consultant - Carryover from FY 11</i>	<b>287,100</b>	<b>0</b>	<b>0</b>
<i>Consultant - Sustainable Communities Grant</i>	<b>10,000</b>	<b>0</b>	<b>0</b>
<b>Capital Purchase</b>	<b>30,200</b>	<b>0</b>	<b>0</b>
<b>FEMA - PreDisaster Mitigation Plan</b>	<b>125,300</b>	<b>0</b>	<b>0</b>
<b>NHASH Grant</b>	<b>28,000</b>	<b>0</b>	<b>0</b>
<b>Contingencies</b>	<b>500</b>	<b>0</b>	<b>0</b>
<b>TOTAL</b>	<b>1,763,500</b>	<b>72,677</b>	<b>72,677</b>

**South Central Regional Council of Governments**  
2010-2013 TRANSPORTATION IMPROVEMENT PROGRAM  
Amendment Number 19

**Project**      **0092-0532      1999-002      I-95: Quinnipiac River Bridge Construction B**  
**Changes**      Amendment 19 increases BRXZ funds for FY11 and deletes funds for FY12  
**Reason**      To fully obligate the federal apportionment of funds for FY11 funds are moved to the appropriate fiscal year

**Project**      **0138-0221      2001-025      I-95: Housatonic River Bridge Replacement**  
**Changes**      Amendment 19 increases Bridge funds for FY11, delete funds in FY12 and decrease funds in FY13  
**Reason**      To fully obligate the federal apportionment of funds for FY11 funds are moved to the appropriate fiscal year

South Central Regional Council of Governments  
FFY2010-FFY2013 Transportation Improvement Program

Supplement to Amendment Number 19

**State Project** 0092-0532

**SCRCOG #** 1999-002

**Municipality** New Haven

Proposed

**Project Name** I-95: Quinnipiac River Bridge Construction B

**Description** Construct a new 10-lane bridge across New Haven Harbor between Route 34/I-91 interchange and Stiles Street

**Current TIP Funding (In Thousands)**

<i>Funding</i>	<i>Phase</i>		<i>Prior</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>FYI</i>
117	CON	Federal	1,968					
BRXZ	AC-Entry		0					
		Federal		111,114	51,631	33,139	58,734	143,648
		State		16,603	7,715	4,952	8,776	21,465
HPP		Federal	9,920					
		State	2,480					
IBR		Federal	255					
TI		Federal	42,735					
		State	6,386					
<b>Total Cost</b>	<b>\$521,521</b>		63,744	127,717	59,346	38,091	67,510	165,113

**Proposed TIP Funding (In Thousands)**

<i>Funding</i>	<i>Phase</i>		<i>Prior</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>FYI</i>
117	CON	Federal	1,968					
BRXZ	AC-Entry		0					
		Federal		111,114	70,731		58,734	143,648
		State		16,603	10,569		8,776	21,465
HPP		Federal	9,920					
		State	2,480					
IBR		Federal	255					
TI		Federal	42,735					
		State	6,386					
<b>TIP Funds</b>	<b>\$505,384</b>		63,744	127,717	81,300	0	67,510	165,113

**Amendment Notes**

FY07 TIP Amend 5 moves IMD & SEC117 Funds From FY05 TIP into FY07 TIP. FY07 TIP Amend 9 reduces funds as 92-613, 92-617 are added to TIP as breakout projects. The project cost is decreased FY07 TIP Amend 11 redistributes funds as breakout Projects # 092-618 is added to the TIP Project cost is increased. FY07 TIP Amend 14 NCIP funds moved to #92-618. FY07 TIP Amend 23 shifts all unobligated funds from FFY08 to FFY09 as project is ADV 2/4/09. Bridge funds increased by \$60M for FFY10. Project moved into FY10 TIP FY10 TIP Amend 6 increases FFY10 funds & Decreases FFY11 Funds. FY10 TIP 18 moves BRXZ funds from FY12 to FY11. FY10 TIP 19 moves BRXZ funds from FY12 to FY11



South Central Regional Council of Governments  
FFY2010-FFY2013 Transportation Improvement Program

Supplement to Amendment Number 19

**State Project** 0138-0221

**SCRCOG #** 2001-025

**Municipality** Regional

Proposed

**Project Name** I-95: Housatonic River Bridge Replacement

**Description** Replace the current six-lane bridge with a new structure to the north (west) of the existing bridge though complicated by proximity to Metro North. FY02 includes \$500,000 (total) ROW. Approximately four year construction period.

**Current TIP Funding (In Thousands)**

<i>Funding</i>	<i>Phase</i>	<i>Prior</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>FYI</i>
BRXZ	CON AC-Entry			0			
	Federal			21,340	40,294	42,888	48,410
	State			2,371	4,478	4,765	5,379
I-M	AC-Entry			0			
	Federal			7,730	930	34,730	74,410
	State			859	103	3,859	8,268
I-MD	Federal			950			
NHS	AC-Entry			0			
	Federal			9,280			26,830
	State			1,031			2,981
<b>Total Cost</b>	<b>\$341,886</b>	0	0	43,561	45,805	86,242	166,278

**Proposed TIP Funding (In Thousands)**

<i>Funding</i>	<i>Phase</i>	<i>Prior</i>	<i>2010</i>	<i>2011</i>	<i>2012</i>	<i>2013</i>	<i>FYI</i>
BRXZ	CON AC-Entry			0			
	Federal			70,240		36,210	48,410
	State			7,804		4,023	5,379
I-M	AC-Entry			0			
	Federal			7,730	930	34,730	74,410
	State			859	103	3,859	8,268
I-MD	Federal			950			
NHS	AC-Entry			0			
	Federal			9,280			26,830
	State			1,031			2,981
<b>TIP Funds</b>	<b>\$344,027</b>	0	0	97,894	1,033	78,822	166,278

**Amendment Notes**

Introduced to 07 TIP with CON funding in 2008. FY07 TIP Amend 13 adds AC entry, Moves funds to FFY09 and increases funds. FY07 TIP Amend 16 moves AC Entry to FFY09. FY07 TIP Amend 19 increases cost 18%. Region instructed to update TIP. FY10 TIP Amend 12 moves this project into the current TIPFY10 TIP 19 moves BRXZ funds from FY12 to FY11



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**SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS**

*Carl Amento Executive Director*

**Resolution**

***Fiscal Year 2010-Fiscal Year 2013 Transportation Improvement Program Amendment Nineteen***

- Whereas:* U.S. Department of Transportation “Metropolitan Planning Regulations” (23 *CFR* 450) prescribe that each metropolitan planning organization maintain a financially constrained multi-modal transportation improvement program consistent with a *State Implementation Plan for Air Quality (SIP)* conforming to both U.S. Environmental Protection Administration-established air quality guidelines and *SIP*-established mobile source emissions budgets; and
- Whereas:* The Council, per 23 *CFR* 450.324 and in cooperation with the Connecticut Department of Transportation (ConnDOT) and public transit operators and relying upon financial constraints offered by ConnDOT, adopted a *Fiscal Year 2010-Fiscal Year 2013 Transportation Improvement Program* on October 28, 2009, after finding the *Program* conforming per U.S. Environmental Protection Administration (U.S. EPA) final conformity rule (40 *CFR* 51 and 93) and relevant Connecticut Department of Transportation air quality conformity determinations: *Air Quality Conformity Reports: Fiscal Year 2010-2013 Transportation Improvement Program* and the Region’s *Long-Range Transportation Plans—2011 to 2040*, (April, 2011)); and
- Whereas:* The Council, on October 28, 2009, indicated that periodic *Program* adjustment or amendment was possible; and
- Whereas:* Projects referenced in the *Program* amendment (below) are consistent with the region’s long-range transportation plan (*South Central Regional Long Range Transportation Plan—2011 to 2040*, (April, 2011)); and
- Whereas:* Council *Public Participation Guidelines: Transportation Planning* have been observed during the development of the proposed *Program* amendment (below); and
- Whereas:* By agreement between the Council and the Connecticut Department of Transportation, public involvement activities carried out by the South Central Regional Council of Governments in response to U.S. Department of Transportation metropolitan planning requirements are intended to satisfy the requirements associated with development of a *Statewide Transportation Improvement Program* and/or its amendment; and
- Whereas:* Council of Governments’ review of transportation goals, projects and opportunities may result in further adjustment or amendment of the *Program*.



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**SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS**

*Carl Amento Executive Director*

***Resolution***

***Fiscal Year 2010-Fiscal Year 2013 Transportation Improvement Program Amendment Nineteen  
(Continued)***

*Now, Therefore, Be It Resolved By the Council of Governments:*

The *Program Amendment Nineteen* shall be transmitted to the Connecticut Department of Transportation, for inclusion in the *State Transportation Improvement Program*

The undersigned duly qualified and acting Secretary of the South Central Regional Council of Governments certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the South Central Regional Council of Governments on **August 24, 2011**.

Date: August 24, 2011.

By: \_\_\_\_\_  
John Picard, Secretary  
South Central Regional Council of Governments



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**SOUTH CENTRAL REGIONAL COUNCIL OF GOVERNMENTS**

**Carl Amento, Executive Director**

**Resolution Re:  
Planning Study Consulting Services**

*Whereas:* SCRCOG’s Fiscal Year 2011 and 2012 Transportation Planning Program (UPWP), amended by the Council on April 27, 2011, identified planning studies which are to be conducted with consultant services to complement staff efforts; and

*Whereas:* Per a Connecticut Department of Transportation-defined consultant outreach process and a Consultant Selection Committee review, interview and recommendation process, it is recommended that the following consultants be retained for the noted assignments:

- Foxon Boulevard Corridor Study – RBA Group
- East Haven Hemingway Ave and Coe Ave Study – Wilbur Smith Associates/CDM
- Wallingford Traffic Signal Study – BETA Group
- Multi-Community Road Study – BETA Group
- TransCad Update – Warner Transportation Consulting – subject to funding availability
- Congestion Management – VN Engineers - subject to funding availability
- Regional Traffic Signal Study – VHB - subject to funding availability

*Now, Therefore, Be It Resolved By the Council of Governments:*

That the Executive Director is authorized to negotiate and sign consulting services agreements with the above consultants consistent with the UPWP.

*Certificate*

The undersigned duly qualified and acting Secretary of the South Central Regional Council of Governments certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Council of Governments on August 24, 2011.

*Date:* August 24, 2011

*By:* \_\_\_\_\_  
John Picard  
Secretary

## DRAFT SUBRECIPIENT AGREEMENT

### AGREEMENT BETWEEN REGIONAL PLAN ASSOCIATION [Grantee] AND [Subrecipient] FOR SERVICES RELATED TO THE NEW YORK-CONNECTICUT SUSTAINABLE COMMUNITIES REGIONAL PLANNING GRANT

THIS AGREEMENT, is by and between Regional Plan Association (herein called the “Grantee”) and \_\_\_\_\_ (herein called the “Subrecipient”).

WHEREAS, the Grantee has applied for and been approved for funding under the United States Department of Housing and Urban Development’s (HUD) Sustainable Communities Regional Planning Grant Program;

WHEREAS, the Grantee has entered into a agreement with HUD (“Cooperative Agreement”), attached as Appendix A, allowing expenditure of grant funds effective February 15, 2011; and

WHEREAS, both the Grantee and Subrecipient are members of the New York-Connecticut Sustainable Communities Consortium (“Consortium”) and agree to perform activities funded by this grant under the terms of both the Cooperative Agreement between HUD and the Grantee and the Memorandum of Agreement (“MOA”) to be signed by members of the Consortium.

WHEREAS, the Subrecipient acknowledges that there are multiple subrecipients under the Cooperative Agreement, and that cooperation and coordination among the Grantee, its subrecipients and Consortium members is essential to the successful performance of the Cooperative Agreement and the fulfillment of the obligations that the Grantee has undertaken as a recipient of the Sustainable Communities Regional Planning Grant, including in particular meeting the deadlines set forth in the Workplan, attached as Appendix B, and Logic Model that HUD requires for timely submission of deliverables.

NOW, THEREFORE, it is agreed between the parties hereto that;

#### **I. SCOPE OF SERVICE**

*INSERT APPROPRIATE TASK(S) FROM WORKPLAN, INCLUDING CONTRIBUTIONS TO CONSORTIUM-WIDE TASKS*

#### **II. EFFECTIVE DATE AND TERM OF AGREEMENT**

This Agreement will be in effect as of the date signed by authorized parties from both the Grantee and Subrecipient, or the date that the MOA is fully executed, whichever is later. Unless terminated as described below, the Agreement will remain in effect until satisfactory completion of the Scope of Services, or until February 14, 2014, whichever is sooner.

**III. BUDGET**

<u>Line Item</u>	<u>Amount:</u>
TOTAL	\$_____

Any amendments to the budget must be approved in writing by both the Grantee and the Subrecipient.

**IV. MATCH**

The Subrecipient agrees to provide the following Matching Funds in the form of in-kind services to be used for the project over the term of the Agreement, and to provide documentation of matching fund expenditures as required by HUD:

**V. PAYMENT**

The total amount to be paid by the Grantee to the Subrecipient under this Agreement shall not exceed \$\_\_\_\_\_. Subrecipient's receipt of compensation from Grantee is dependent on Grantee's receipt of compensation from HUD according to the terms and through the procedures provided in the Cooperative Agreement. Grantee shall not advance any funding to Subrecipient for Subrecipient's performance under this agreement; all compensation due to Subrecipient shall be paid in arrears for services rendered by Subrecipient and expenses incurred by Subrecipient prior to its application to Grantee for payment. Subrecipient's applications shall be subject to any hold-back to which Grantee is subject under the Cooperative Agreement. Compensation shall be in accordance with the following payment terms:

- a) Within 15 calendar days following the end of each (*month or quarter*), Subrecipient shall submit to Grantee an invoice for its actual costs incurred in connection its performance under this Agreement during such (*month or quarter*). The invoice must show the total costs incurred for the (*month or quarter*) by task and by budget line item, cumulative costs incurred from the Agreement start by task and by budget line item and budget balance by task, and cumulative payment from contract start. Each invoice will be accompanied by documentation required by HUD, such as payroll reports, receipts and narratives describing work performed. Subrecipient may include in the invoice any actual costs incurred in previous months that were not previously billed. Grantee will request payment from HUD with reasonable promptness upon receipt of the invoice.
- b) Payments will be made up to the amount specified for each task in the Scope of Services according the attached Schedule A. Final payments for major deliverables as defined in Schedule A will be made following review and approval by the Consortium Steering Committee.
- c) All services and goods included on any invoice shall be in accordance with Subrecipient's responsibility; shall be directly related to the services performed; shall be reasonable in amount; shall be based upon actual billable hours and costs incurred by

Subrecipient; shall be incurred after February 15, 2011; and shall be satisfactorily documented according to guidelines provided by HUD.

d) If Grantee, following consultation with the Consortium Steering Committee, finds Subrecipient's performance or invoice not to be acceptable, Grantee shall inform Subrecipient of the specific deficiencies within fifteen (15) business days following receipt of such invoice. Sub-Recipient shall correct the deficiencies or submit a plan for corrective actions within fifteen (15) business days. Grantee shall accept/deny corrective action within ten (10) business days.. Consequences for failing to correct deficiencies are stated in the following section V.e.

e) Whenever Grantee and Subrecipient are unable to agree on corrective actions, and the situation is such, in the opinion of Grantee, the Consortium Steering Committee or HUD, that it indicates there has been gross malfeasance, misfeasance, or nonfeasance by Subrecipient, Grantee may withhold funds until Subrecipient takes corrective actions deemed acceptable to Grantee, Steering Committee and HUD.

**VI. REPORTING REQUIREMENTS**

Subrecipient agrees to provide Grantee with information and documentation required for timely submission of grant reports to HUD as described in the Cooperative Agreement Terms and Conditions, including Biannual Progress Reports and a Final Report. Subrecipient agrees to provide information and documentation by submission dates and in a form to be specified by the Grantee. The Grantee will provide a schedule and specifications no less than 30 days prior to the first submission date.

Subrecipient is required to maintain records and documents of invoices from and payments to subcontractors for at least three (3) years following the performance of the services . These records are to be made available for inspection following request by any authorized representative of Grantee or HUD. This requirement also applies to subcontractors.

**VII. NOTICES**

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile, email or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following representatives:

Grantee

Subrecipient

\_\_\_\_\_ ,

\_\_\_\_\_ ,

Grantee\_\_\_\_\_

Subrecipient\_\_\_\_\_

[Address]_____	[Address]_____
[City, State, ZIP]_____	[City, State, ZIP]_____
[Telephone]_____	[Telephone]_____
[Fax Number]_____	[Fax Number]_____
[Email]_____	[Email]_____

**VIII. GENERAL CONDITIONS**

A. Flow Down Provisions

The Subrecipient agrees to comply with all of the requirements specified in the Cooperative Agreement and its Terms and Conditions, which are incorporated as Appendix A of this agreement, including all regulations, reporting requirements and other conditions set forth in the Terms and Conditions or as established by HUD or the United States Office of Management and Budget (OMB). *For state and local governments:* These include, but are not limited to, OMB Circular A-87, OMB Circular A-133 and 24 CFR Part 85.

The Subrecipient agrees to obtain a DUNS number, or update an existing DUNS record, and register with the Central Contractor Registration (CCR: [www.ccr.gov](http://www.ccr.gov)).

B. “Independent Contractor”

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement.

C. Workers’ Compensation

The Subrecipient shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

D. Insurance (*Will revise for particular municipalities as appropriate*)

Throughout the Terms of this Agreement, the Subrecipient will maintain, and will cause all of its contractors and permittees to maintain, the following insurance:

- 1) Commercial General Liability Insurance written on an ISO Occurrence Form or its equivalent relating to work performed under the Agreement providing a limit of not less than \$2,000,00 in the aggregate and not less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage and \$1,000,000 products/completed



- operations and contractual coverage which will remain in effect for a period of not less than five (5) years beyond the completion of work under this agreement;
- 2) Grantee must be named as additional insured on all policies listed in the foregoing subparagraph (A) pursuant to endorsements to each of such policies and the Subrecipient must be named as Additional insured on all such policies obtained by its contractors and permittees;
  - 3) Subrecipient and all contractors will also maintain Statutory Workers' Compensation and Employer's Liability Insurance covering all Subrecipients' and subcontractors' employees engaged in the work performed under this Agreement; and
  - 4) Certificates of insurance (and such other evidence of the insurance required to be maintained under this Paragraph entitled "Insurance" as may be acceptable to Grantee, including, without limitation, complete copies of all such insurance policies and endorsements) in form and substance reasonably acceptable to RPA , must be supplied for review and approval prior to the commencement of the Work. Contractors shall release and waive all rights of subrogation against Grantee possessed by Subrecipient's insurers with respect to the assumption and discharge of the obligations of contractors pursuant to this paragraph, and Subrecipient represents and warrants that it is authorized to make such release and waiver under its policies of insurance. Each issuer of each insurance policy required to be maintained under this Agreement shall evidence its agreement that each such policy shall not be cancelled or materially amended without 30 days prior notice to Grantee.

E. Indemnification

Subrecipient shall indemnify, protect, defend, save and keep harmless Grantee and its officers, directors, employees, agents and partners (collectively, the "Indemnified Parties"), from and against all liabilities , obligations, losses, damages, penalties, claims, action suits, costs, expenses and disbursements, including, without limitation, reasonable legal and investigative fees and expenses, of whatsoever kind and nature (collectively, "Liabilities"), which may be incurred by or imposed on the Indemnified Parties ,or any of them, and in any way relating to and or arising out of Subrecipient's services provided under this Agreement, except to the extent that any of such Liabilities and directly due to the negligent acts or omissions of such Indemnified Party(ies). Subrecipient will be solely responsible for the safety and protection of all its employees and will assume all liability for injuries, including death, that may occur to said employees due to negligence, fault or default of Subrecipient. Subrecipient will also require such indemnification from its contractors, subcontractors and permittees.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization. Such amendments shall not

invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

G. Standard of Performance

Subrecipient shall perform, and shall require its contractors and subcontractors to perform, services with care, skill and diligence, in accordance with any applicable professional standards, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. Subrecipient shall also comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services.

H. Suspension or Termination

The Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Any use of awarded funds for a purpose other than those authorized by this Agreement;
2. Any material noncompliance with Federal, State or local laws or regulations as determined by HUD;
3. Any misrepresentation in the application submissions for the grant award which, if known to HUD, would have resulted in this award not being provided;
4. Failure to meet any reporting requirements; or
5. Any other material breach of this Agreement.

The Subrecipient also agrees to abide by the Default and Dispute provisions described in the Cooperative Agreement and its Terms and Conditions and to fully cooperate with the Grantee in resolving any disputes, either between the Grantee and the Subrecipient or between the Grantee and HUD, as described in these provisions. In the event HUD takes any corrective or remedial actions, Grantee will apply those actions to the Subrecipient as necessary to comply with HUD requirements.

This Agreement may also be terminated by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the Grantee may terminate the award in its entirety.

I. Ownership Information

All information developed, derived, documented or furnished by the Subrecipient will be a product of the Consortium and its use will be determined by guidelines to be established by the Consortium Steering Committee. All data collected and other documentation produced as part of the Agreement will be available to all members of the Consortium. News releases, articles, brochures, prepared speeches and other information releases developed under this Agreement may not be made without the prior written approval of Grantee, acting on behalf of the Consortium.

J. Contractors (*If no contractors will be used by the Subrecipient, this section will be changed to state that*).

The Subrecipient also agrees to bind any contractors it hires to perform services to all of the provisions of this Agreement, and is responsible for the quality and timeliness of the work performed by the subconsultants and contractors it hires.

**IX. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

**X. NON-ASSIGNABILITY**

Subrecipient shall not subcontract or assign this Agreement, or otherwise dispose of its right, title or interest therein, without obtaining the prior written consent of Grantee. Grantee retains the right to approve or disapprove the assignment at its discretion.

**XI. EQUAL EMPLOYMENT PROVISIONS**

In performing the service hereunder, Subrecipient agrees to comply with all applicable local, state and federal laws, regulations and orders relating to fair and equal employment opportunity practices and policies.

**XII. WAIVER**

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

**XIII. ENTIRE AGREEMENT**

This agreement, including all appendices, schedules and other material referenced herein, constitutes the entire agreement between the Grantee and the Subrecipient for the use of

funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the later date written below.

[Grantee]

[Subrecipient]

By \_\_\_\_\_ By \_\_\_\_\_  
Thomas K. Wright, Executive Director  
Regional Plan Association

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

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Executive Director's Report – August 17, 2011  
Ginny Kozlowski

### **Brownfield Projects**

- Moving forward on the Goodrich/Daisy Street Project – Remediation under way
- Town of Branford/Cherry Hill Glass has submitted a RLF Remediation Application for the former Atlantic Wire site – moving forward, remediation scheduled to commence by 9/1
- Coordinating with the State of Connecticut's Department of Brownfield Remediation for funding of Tract E at Science Park - DECD preparing package of project
- Petroleum Grants – Identified 2 petroleum sites eligible for EPA Assessment funding in the region, Meriden/North Haven
- Updating the region's inventory of Brownfield sites. This is a project in coordination with DECD and University of Connecticut

### **Business Development**

- Update on the EDD application – EDA is continuing its review of REX's application. EDA has indicated that it expects to have its review complete by the end of next week and a recommendation to EDA Washington DC
- Continued efforts on air service development for Tweed Airport – outreach to the business community to increase use of the airport and expanded air service. Met with a representative of a private group who is interested in providing expanded air service to the DC area
- Business Retention and Expansion Task Force Committee is developing a regional outreach campaign
- Continuing to follow up with contacts with the Medical Design and Manufacturing Show
- Following up with inquirers from the NPR radio campaign

### **Marketing**

- Provided regional dining listings for Arts Council of Greater New Haven's smart phone app
- Redesigned REX website for easier navigation
- Offered social media classes for CLA members
- Selected template for new Visit New Haven website
- Distributed over 1400 2011-2012 Greater New Haven Cultural & Visitor Guides for individual inquiries since July 18
- Coordinating with Mark Twain House for upcoming event featuring David Baldacci, Jodi Picoult and John Grisham
- Submitted fall events for the Market New Haven event brochure
- Interview with Travel with Kal regarding upcoming events, multiple media hits and inquiries
- Newsletters, calendar, website update and social media updates – on-going
- Promoted New Haven Open at Yale through ticket giveaways on Twitter

127 Washington Ave., 4th FL West, North Haven, CT 06473  
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BETHANY BRANFORD EAST HAVEN GUILFORD HAMDEN MADISON MERIDEN MILFORD  
NEW HAVEN NORTH BRANFORD NORTH HAVEN ORANGE WALLINGFORD WEST HAVEN WOODBRIDGE



### **Revenue Development**

- Renewed agreement with the Central Regional Tourism District through June 30, 2012 pending approval of State funding to CRTD
- Meeting with potential REX funders

**August 11, 2011 Regional Planning Commission (RPC) Action Table**

<b>Ref. #</b>	<b>Received</b>	<b>Description</b>	<b>Adjacent RPC Towns</b>	<b>Abridged RPC Action</b>
<b>2.1</b>	6/28/11	Town of Stratford: Proposed Zoning Regulation Amendments to Section 7.1.7.2 pertaining to outside Dining Regulations	Milford	By resolution, the RPC has determined that the proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the Towns of the South Central Region nor do there appear to be any negative impacts to the habitat or ecosystem of the Long Island Sound.
<b>2.2</b>	6/28/11	Town of Stratford: Proposed Zoning Regulation Amendments to Sections 10.2.5 and 11.2 pertaining to Light and General Industrial Districts	Milford	By resolution, the RPC has determined that the proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the Towns of the South Central Region nor do there appear to be any negative impacts to the habitat or ecosystem of the Long Island Sound.
<b>2.3</b>	6/30/11	Town of Clinton: Proposed Zoning Regulation Amendments to Section 2, Section 3, Section 4, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13, Section 23, Section 24, and Section 26	Madison	By resolution, the RPC has determined that the proposed Zoning Regulation Amendments, except for sections applicable to alternative energy systems, do not appear to cause any negative inter-municipal impacts to the Towns of the South Central Region nor do there appear to be any negative impacts to the habitat or ecosystem of the Long Island Sound. Standards for alternative energy systems have either not been defined or need clarification, as potential impacts of the use could not be determined with the information provided. Specifically, the use is identified only in the residential use table and special exception standards have not been included.
<b>2.4</b>	7/7/11	Town of North Haven: Proposed Zoning Regulation Amendments to Article IV – Commercial CA District adding a Mixed Use District as a permitted use	East Haven, Hamden, New Haven, North Branford, Wallingford	By resolution, the RPC has determined that the proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the Towns of the South Central Region nor do there appear to be any negative impacts to the habitat or ecosystem of the Long Island Sound.

<b>2.5</b>	7/20/11	Town of Woodbridge: Proposed Zoning Regulation Amendments to Section 3.1.2 – Table of General Uses pertaining to public/semi private golf course and liquor establishments as an accessory to the public/semi private golf course. Section 1.4.1 would add a definition of public/semi private golf course	Bethany, Hamden, New Haven, Orange	<p>By resolution, the RPC has determined that the proposed Zoning Regulation Amendments may cause negative inter-municipal impacts due to traffic and/or drainage. In addition parking requirements were not included in the proposed amendments and the proposed use would be permitted as of right in a Residence A District.</p> <p>The proposed amendments would not be limited to the parcels comprising the existing Oak Lane Country Club in Woodbridge. This may be an appropriate location for the use, but the proposed amendments do not provide the commission an opportunity for any additional review. Consideration should be given to requiring a special permit for the use, as it will ensure the commission will have the opportunity to review if the appropriate infrastructure is in place to support the use. The review may include traffic, parking, water and drainage. A similar use within the town currently exists, “Club, lodge, or community house...” (Table 3.1.2: General Use Regulations, Item 4) and requires a special permit.</p>
<b>2.6</b>	7/15/11	Town of Orange: Proposed Zoning Regulation Amendments to Section 383-143.4 – Special Standards for Outdoor Restaurant Seating	Milford, New Haven, West Haven, Woodbridge	By resolution, the RPC has determined that the proposed Zoning Regulation Amendments do not appear to cause any negative inter-municipal impacts to the Towns of the South Central Region nor do there appear to be any negative impacts to the habitat or ecosystem of the Long Island Sound.
<b>2.7</b>	7/28/11	Town of Orange: Zoning Map Amendment to re-establish the Office Park District	Milford, New Haven, West Haven, Woodbridge	By resolution, the RPC has determined that the proposed Zoning Map Amendment does not appear to cause any negative inter-municipal impacts to the Towns of the South Central Region nor do there appear to be any negative impacts to the habitat or ecosystem of the Long Island Sound.



2.8	8/10/11	Town of North Branford: Proposed Zoning Map Amendment to rezone parcels in the R-40 District to a R-80 District	Branford, East Haven, Guilford, North Haven, Wallingford	By resolution, the RPC has determined that the proposed Zoning Map Amendment reduces the potential density of development in an environmentally sensitive site, which is in the Branford River Watershed and adjacent to Lake Gaillard. This will enable an increased level of protection to the natural resources on the site and the habitat and ecosystem of the Long Island Sound.
2.9		DEEP Application for improvements to Hammonasset Beach State Park: New Nature Center at Meigs Point and two open air picnic pavilions at Middle Beach		By resolution, the RPC has determined that the DEEP's proposed improvements at Hammonasset Beach State Park, specifically a new Nature Center at Meigs Point and two open air picnic pavilions at Middle Beach, are consistent with and meet important goals of the Regional Plan of Conservation and Development of maintaining regional coastal recreational facilities and creating a connection between the region's recreation facilities.