



# TOWN OF MIDDLEBURY

## Office of the Selectmen

RECEIVED FOR FILING  
December 21, 2021 at 2:10 P.M.  
TOWN CLERK'S OFFICE  
MIDDLEBURY, CT

*Marybeth Lumbardi, Esq.*  
TOWN CLERK

### MINUTES

#### MEETING OF THE BOARD OF SELECTMEN

Monday, December 20, 2021 – 4:00 p.m.

HELD CONCURRENTLY WITH ZOOM

<https://us04web.zoom.us/j/914937011?pwd=QVp5anRtQVRIS0c1aWRrekp2eUJJdz09>

Meeting ID: 856 3271 6525 - Passcode: 902575

One tap mobile +16465588656, 85632716525#, 0#, 902575

**Present:** Edward B. St. John, First Selectman  
Elaine M. Strobel, Selectman  
Ralph J Barra, Selectman

**Also Present:** Attorney Dana D'Angelo  
Acting Chief Deely  
Barbara J. Whitaker, Recording Clerk  
Curt Bosco  
Greg Barnes  
Marj Needham

#### Call to Order with Pledge of Allegiance

The meeting was called to order at 4:00 p.m. by the First Selectman with the Pledge of Allegiance.

#### Approval of December 6, 2021 Meeting Minutes

First Selectman St. John MOTIONED to approve the minutes of the December 6, 2021 meeting;  
SECONDED by Selectman Strobel. Unanimous approval.

#### Tax Rebates

Acar Leasing, Ltd., Arlington, TX	\$300.59
Acar Leasing, Ltd., Arlington, TX	\$259.24
Lisa Newton, Middlebury, CT	\$129.67
Jeffrey & Christina McKirryher, Middlebury, CT	\$586.43

First Selectman St. John MOTIONED to approve the above-mentioned tax rebates;  
SECONDED by Selectman Strobel. Unanimous approval.

#### Resignation

First Selectman St. John MOTIONED to approve the resignation of Edward Asselin as a member of the Retirement Plan Committee; SECONDED by Selectman Strobel. Unanimous approval.

#### Discussion and Consideration

##### Revised Town Social Media Policy

First Selectman St. John MOTIONED to approve the attached Social Media Policy; SECONDED by Selectman Strobel. Unanimous approval.

##### Revised Town Coronavirus Policy

First Selectman St. John MOTIONED to approve the attached Town of Middlebury Coronavirus Policy; SECONDED by Selectman Strobel. Unanimous approval.

##### Ordinance Prohibiting Use of Cannabis on Town-owned Property

First Selectman St. John MOTIONED to approve the proposed ordinance Prohibiting User of Cannabis on Town-owned Property for approval at a Town Meeting; SECONDED by Selectman Strobel.  
Unanimous approval

**Review of Draft Ordinance Out-of-State License Plates and Off Road Vehicles**

Attorney Smith was unable to attend the meeting. There was no discussion on these ordinances.

**Amend the Agenda**

**Police Assistance Agreement Between the City of Waterbury & the Town of Middlebury**

At this time First Selectman St. John MOTIONED to AMEND THE AGENDA for a discussion on the Police Assistance Agreement Between the City of Waterbury and the Town of Middlebury; SECONDED by Selectman Strobel. Unanimous approval.

The First Selectman stated that the mutual aid agreement applied to police work only, not special duty assignments, or other work and that the City of Waterbury has a similar agreement with the Borough of Naugatuck.

First Selectman St. John MOTIONED to approve the attached MOU; SECONDED by Selectman Strobel. Unanimous approval.

Selectman Barra thanked Acting Chief Deely for his efforts on this agreement. The First Selectman commended Chief Deely on the agreement and added that the Town had been working on this effort for quite some time.

**Public Comments**

At this time the First Selectman handed Greg Barnes a copy of the attached letter from John Calabrese stating "that a dead-end road would require a large radius of paved circle to be constructed or at the very least a large backup area off the road to enable emergency vehicles and other large vehicles to turn around."

Mr. Barnes said that he would be willing to donate a portion of his land to the Town to allow for the room necessary to create a dead-end road. Mr. Barnes requested that the First Selectman ask his neighbors if they would be willing to petition/support turning Spring Road into a dead end road. The First Selectman affirmed.

**Adjournment**

First Selectman St. John MOTIONED to ADJOURN the meeting at 4:35 p.m.; SECONDED by Selectman Strobel. Unanimous approval.

These minutes are submitted subject to approval.

Respectfully submitted,

*Barbara J. Whitaker*

Barbara J. Whitaker  
Recording Clerk



## TOWN OF MIDDLEBURY

### *Office of the Selectmen*

#### **ORDINANCE PROHIBITING USE OF CANNABIS ON TOWN PROPERTY**

##### **Section 1 - Authority**

This ordinance is adopted pursuant to General Statutes Sections 7-148 (c)(7)(H), as amended by Public Act 21-1 (June 2021 Special Session), Section 84, which allows municipalities to regulate activities deemed harmful to public health, including smoking, on municipality owned or controlled property. Said law further allows a municipality to control smoking of tobacco or cannabis, including cannabis e-cigarette use (i.e., electronic delivery systems and vapor products), as well as other types of cannabis use or consumption.

##### **Section 2 - Ordinance Prohibitions of Cannabis Use on Town Property**

###### **A. Article I. Definitions; Cannabis Use on Town Property**

For purposes of this Chapter, the Town of Middlebury adopts the definitions used in Public Act 21-1 (June 2021 Special Session), Section 1.

###### **B. Cannabis Product Use Prohibited on Town Property**

It shall be unlawful for any person to use cannabis or cannabis-derived products, regardless of form or manner of ingestion, on any property owned or controlled by the Town of Middlebury. This prohibition includes but is not limited to: the lighting or carrying of a lighted cannabis or marijuana cigarette or cigar or pipe, use of a vaping device producing vapor of any cannabis product, or carrying or ingestion of a cannabis edible substance. Violation of this section shall be punishable by a fine of \$50.00 per offense.

###### **C. Sale, Gift, or Transfer of Cannabis Products on Town Property Prohibited**

It shall be unlawful for any person, organization, entity, or any other party to sell, give, trade, or in any other way transfer cannabis products of any sort to another person, organization, entity, or other party on property owned or controlled by the Town of Middlebury. Such products include but are not limited to: cannabis or marijuana cigarettes or cigars or pipes, vaping devices and vaping substances, and edible substances. Violation of this section shall be punishable by a fine of \$50.00 per offense."

##### **Section 3**

This ordinance shall take effect fifteen (15) days after publication of a summary of its provisions pursuant to Connecticut General Statutes, §7-157(b).

Approved by the Board of Selectmen

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## **SOCIAL MEDIA POLICY**

This policy pertains solely to the creation of social media pages representing the Town of Middlebury.

In the rapidly expanding world of electronic communication, *social media* can mean many things. *Social media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Town of Middlebury as well as any other form of electronic communication.

The same principles and guidelines found the Town of Middlebury's policies and three basic beliefs apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved.

Social media postings made by town employees on pages representing the Town of Middlebury should be consistent with the Town's Ethics Policy and Discrimination & Harassment Prevention policy. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Employees are prohibited from creating an account, link to a blog, website or other social networking site through their personal account or other and when creating social media accounts/page, must be created with the authorization from the Selectman's office. Any social media accounts should be created through the Selectmen's Office via main municipal accounts created for the Town.

The Town of Middlebury prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Employees should not speak to the media on the Town of Middlebury's behalf without contacting your Department Head or the Selectman's Office. All media inquiries should be directed to them.

## **Town of Middlebury Coronavirus Policy**

### ***False reporting can be grounds for disciplinary action up to and including termination of employment***

Per the State of Connecticut for covered service workers and employers with 50 or more employees, Paid Sick Leave (PSL) PSL will cover certain absences caused by COVID-19 thru September 30<sup>th</sup>, 2021. PSL provides up to 40 hours of leave for certain non-exempt service workers per year for the following reasons:

- A service worker's illness, injury or health condition
- The medical diagnosis, care or treatment of a service worker's mental illness or physical illness, injury or health condition
- Preventative medical care for a service worker
- A service worker's child's or spouse's illness, injury or health condition
- The medical diagnosis, care or treatment of a service worker's child's or spouse's mental or physical illness, injury or health condition
- Preventative medical care for a child or spouse of a service worker

Town of Middlebury procedures to follow when an employee is exposed to or diagnosed with COVID-19 are as follows:

- Employees who have symptoms (i.e., fever, cough, or shortness of breath) should promptly notify their supervisor and remain home until they are totally without symptoms for at least 72 consecutive hours.
- The Town of Middlebury reserves the right to ask employees about their exposure to the disease and may conduct body temperature screenings to prevent employees with the virus from exposing others and coming to work per (the Equal Employment Opportunity Commission- did you see this on the EEOC site? What about CT DPH or CDC?).
- Employees with a confirmed positive COVID test and/or presenting with symptoms should follow relevant CDC steps. Employees should not return to work until the criteria to discontinue home isolation are met, in consultation with healthcare providers and state and local health departments.
- Employees who are well but who have a sick family member at home with COVID-19 should notify their supervisor and follow CDC recommended precautions. In such a case, testing is highly recommended.
- Employees are allowed to return after 10 days only if they monitor daily for COVID-19 and show no symptoms during the whole quarantine, with self-monitoring during days 11-14 days. If symptoms occur during days 11-14 employees should stay home, self-isolate, contact their Supervisor, Human Resources and reach out to their medical provider.
- If an employee knows that he or she has been exposed to COVID-19 either in the workplace or at home, they should stay at home and immediately implement

quarantine for 10 days following the last date of known exposure (day 0 is the last day of exposure). Employees cannot individually elect to quarantine without a note from a qualified health care provider or a state health care authority.

- Each employee is required to wear a recommended surgical facemask or N95 respirator mask fully covers his or her mouth and nose at all times while in the workplace. Employees may remove the mask only when using break time to eat or drink.
- In workplace settings where employees are working alone in segregated spaces (i.e. cubicles with walls, private offices, etc.), employees may remove their masks. However, workers shall wear a mask or face covering from the time they enter the building until the time they arrive at their cubicle/work station and at any time they are leaving their work station and moving around common areas (i.e. in hallways and stairwells, going to the restroom or break room, etc.). For employees working in, areas open to the public, shared offices, or similar settings), those workers shall wear a face covering as above. Continuous wearing of masks is not required in outdoor workspaces where employees do not regularly come within six feet of other employees or residents.

If an employee is confirmed to have COVID-19 infection, the Town of Middlebury will:

- Inform fellow employees of their possible exposure to COVID-19 in the workplace and will maintain confidentiality to the degree possible. Employees exposed in such a situation should then carefully self-monitor for symptoms (i.e., fever, cough, or shortness of breath).
- Ventilate areas visited by that individual.
- Clean and disinfect all impacted spaces, especially commonly used rooms and shared equipment.
- Employees should not return to work until the criteria to end home isolation is met as instructed in consultation with healthcare providers, state and local health departments and guidance from their supervisor other authorized Town manager.

# CALABRESE ENGINEERING

601 Quassapaug Rd.  
Watertown, CT 06795  
(203)598-4390

Town of Middlebury  
Board of Selectmen  
1212 Whittemore Rd.  
Middlebury, CT 06762

December 20, 2021

Dear Mr. St. John:

You had asked that I review the possibility of making the following changes on Spring Road:

- Changing from an existing through road to a dead end road
- Changing to a one way road.

In order to create a dead end road would require some type of turnaround at the proposed end of the road.

This would require a large radius paved circle to be constructed or at the very least a large backup area off the road to enable emergency vehicles and other large vehicles to turn around. Spring Road is a scenic road and the above change would require changes that may not be permitted under the scenic road ordinance.

The possibility of creating a one way would also create some problems.

This would require that the following review:

- Board of Selectmen
- Police Commission
- Planning and Zoning Commission (Scenic Road)
- Public Works Commission

It would also be important to get input and approval from the other property owners on Spring Road. It has been brought to my attention that the other homeowners on Spring Road are against any changes being made to the road. We should have a written statement from these owners as to their position on the changes to the road.

I also have a concern that since this road has always been a two way road that changing to one way can create the problems of wrong way drivers and possible collisions.

Please contact me if you have any questions or comments.

Yours truly,



John N. Calabrese P.E.

**Barbara Whitaker**

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**From:** Curt Bosco  
**Sent:** Monday, December 20, 2021 2:53 PM  
**To:** First Selectman  
**Subject:** Spring Road

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

To the Honorable Board of Selectmen,

I recently did a canvas of the residents of Spring Road.  
These are the residents and owners of Spring Rd. properties opposed to converting it to a one way or dead end.

Curtis and Sharon Bosco  
167 Upper Whittemore Rd.  
(intersection of Spring Rd)

John Gregoire  
163 Spring Rd.

Marguerite Swan  
141 Spring Rd.

Best,  
Curt Bosco



**POLICE ASSISTANCE AGREEMENT BETWEEN THE CITY OF WATERBURY AND  
THE TOWN OF MIDDLEBURY**

The **City of Waterbury** and the **Town of Middlebury** hereinafter referred to as ("Municipalities" or "Participating Municipalities") hereby enter into a **Police Assistance Agreement** pursuant to **Connecticut General Statute 7-277a**

**WHEREAS**, **Connecticut General Statute 7-277a** provides that the chief executive officer of any municipality may whenever he or she determines it to be necessary in order to protect the safety or well-being of the municipality, request the chief executive officer of any other municipality to furnish such police assistance as is necessary to meet such situation; and

**WHEREAS**, **Connecticut General Statute 7-277a** further provides and the chief executive officer, or chief of police or board of police commissioners or other duly constituted authority with the approval of the chief executive officer of the municipality receiving such request may, notwithstanding any other provision or requirement of state or local law, assign and make available for duty in such other municipality, under the direction and command of an officer designated for the purpose, such part of the police forces under his or her control as he or she deems consistent with the safety and well-being of the municipality; and

**WHEREAS**, the undersigned municipalities find that entering into such an agreement is necessary to protect the safety or well-being of the municipality and beneficial for the delivery of more effective and efficient police services to the citizens of their respective municipalities; and

WHEREAS, the undersigned municipalities wish to cooperate in the joint performance of law enforcement and police services by granting full powers of arrest to full-time sworn police officers of participating municipalities.

NOW, THEREFORE, it is agreed by and between the municipalities signing this Agreement by their chief executive officers, duly authorized, as follows:

1. All provisions set for the above shall be made a part of this agreement.
2. Since the onset of COVID-19 the City of Waterbury and Town of Middlebury have experienced an increase in crime, including but not limited to auto-theft and cross-jurisdictional juvenile crime.
3. The parties shall supply personnel, in accordance with the provisions of Connecticut Statutes §7-277a, as the same may be amended from time to time, and in accordance with this Agreement.
4. Each assigned officer shall be deemed to have full-sworn authority of the City of Waterbury and the Town of Middlebury during the duration of their assignment.
5. Notwithstanding that the officer or employee has been cross-sworn in accordance with the preceding paragraph, no officer or employee of any of the Participating Municipalities shall, on account of this Agreement, be entitled to any benefits accruing to an employee of any of the other Participating Municipalities. Specifically, but in no way limiting the generality hereof, each of the Participating Municipalities shall remain responsible for its own personnel costs with respect to its employees, including overtime, Workers Compensation, Insurance, and all other personnel benefits, expenses or liabilities.
6. If as a result of providing assistance under this Agreement, any claim is made, a citizen complaint is received, or a lawsuit is brought against the Participating Municipalities, notice of such action shall be provided to all other Participating Municipalities within 10 days of receipt.
7. Any officer from a Participating Municipalities acting under the direction of a supervisor, pursuant to this Agreement, is deemed to be acting within the scope of his/her employment and the performance of his/her duties of his/her home Municipalities.

8. Each Participating Municipality hereto shall have the right to withdraw from this Agreement at any time at its sole discretion. A Participating Municipality withdrawing from this Agreement shall do so upon written notice to each other Participating Municipalities..
9. Waiver by any Participating Municipalities of any breach or default of any provision of the Agreement, shall not operate or be construed as a waiver of any subsequent breach.
10. This Agreement may not be changed orally, but only by an Amendment in writing duly executed by all Participating municipalities.
11. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.
12. Each party agrees to execute all further instruments and documents and to take all further actions as the other parties may reasonably require in order to effectuate the terms and purpose of the Agreement.
13. This Agreement may be executed in one or more counterparts all of which taken together, shall constitute one and the same instrument.
14. This Agreement shall be construed pursuant to, and in accordance with, the laws of the State of Connecticut.
15. This Agreement contains the entire understanding among the Participating Municipalities regarding Police Assistance and supersedes all other agreements, written or oral.
16. The services performed under this Agreement shall be deemed to be for public and governmental purposes, and all immunities from liability enjoyed by the Municipality within its boundaries shall be extended to its participation under this Agreement outside its boundaries as permitted by law.
17. Each Participating Municipality agrees that it shall be responsible for all costs it incurs as a result of participation in this Agreement, whether monetary or in the form of goods or services. Such costs may include, but are not limited to:
  - a. The actual payroll, including overtime, of the agency's personnel participating in this agreement.

- b. The replacement or repair cost for any equipment lost, destroyed, damaged, or made unavailable as a result of acting under the terms of this Agreement.
  - c. Worker's Compensation claims pursuant to Connecticut General Statutes 31-275 through 31-355a.
  - d. Awards for death, disability, injury to employees acting under this Agreement or related activities to the extent that such awards are permitted by law.
  - e. Survivor's benefits pursuant to Connecticut General Statutes 7-323e.
  - f. Costs arising from agreements, contracts, or obligations the municipality entered into prior to this Agreement.
18. Each participating municipality shall be responsible for its own liability as may arise under this agreement from all third-party death, injury, or property damage claims arising from and solely identifiable to, the negligent acts or the municipality's officers. Each municipality is liable only for its percentage of liability. In instances where the identity of the negligent actor cannot be determined, the amount of the municipality's liability shall be determined by Superior Court.
19. Each participating municipality shall provide and be responsible for the cost of its defense and the defense of its police forces from all third party claims and suits.
20. The terms of this agreement shall commence on the date of execution by the Mayor of the City of Waterbury and shall expire one year after said date.
21. Any municipality may withdraw from this Agreement by giving written notice to the respective participating municipality.
22. The Chief of Police from either municipality will have the sole discretion in whether to honor such request based on the operational demands of their departments.

This Agreement specifically serves as a waiver by the municipalities supplying assistance pursuant to a request under this Agreement that such municipality shall be reimbursed for expenditures incurred in providing such assistance by the municipality

making the request, including payments for death, disability, or injury of employee and losses or damages to supplies or equipment incurred in providing such assistance.

**CITY OF WATERBURY**

\_\_\_\_\_  
Witness                      Date

\_\_\_\_\_  
Mayor                                      Date

\_\_\_\_\_  
Witness                      Date

\_\_\_\_\_  
Chief of Police                      Date

*Larry Ba*

**TOWN OF MIDDLEBURY**

*Clara M. R. Shaker*                      *12/20/21*  
\_\_\_\_\_  
Witness                      Date

*[Signature]*                      *12/20/21*  
\_\_\_\_\_  
Mayor                                      Date

*[Signature]*  
\_\_\_\_\_  
Witness                      Date

*[Signature]*                      *12/20/21*  
\_\_\_\_\_  
Chief of Police                      Date

