

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

AGENDA
REPRESENTATIVE TOWN MEETING
REGULAR MEETING
Monday, December 2, 2024
7:00pm – Waterford Town Hall

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 19 1 P 4:07
ATTEST: *David H. Lange*
TOWN CLERK

- A. Pledge of Allegiance
- B. Roll Call
- C. To elect a moderator of the Representative Town Meeting to serve for a term of one year. (Charter 3.1.12, C)
- D. To consider and act upon the minutes of the October 7, 2024 Regular Meeting.
- E. Correspondence
- F. Public Comment
- G. Committee reports and referrals
- H. Appointee & Liaison updates
- I. Transaction of Business on the Call;
 - 1. Oswegatchie Fire Station Building Committee Report.
 - 2. To consider and act upon a recommendation from the Board of Finance for an additional appropriation of **\$27,000** from **Line #205-31520 Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund to Line #20523-57838 Capital Pre-Emption Light Repairs** for a study to test all town pre-emption lights and create a plan to be used as the basis of a FY2026 Capital Project budget request.
 - 3. To consider and act upon a recommendation from the Board of Finance to designate an additional **\$10,460** to **Line #20523-57791 Jordan Traffic Light Upgrade** from **Line #205-31520 Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund** for a study to complete a capital project for fire services.
 - 4. To consider and act upon a recommendation from the Board of Finance to appropriate **\$35,460** from the currently designated **line #20523-57791 Jordan Traffic Light Upgrade**.
 - 5. To consider and act upon a resolution to accept a grant in the amount of **\$500,000** from the State Department of Emergency Services and Public

Protection for replacement of the town public safety radio system as per the attached resolution.

6. To consider and act upon a recommendation from the Board of Finance to appropriate **\$37,500** from the currently designated **Line #20541-57238 Alewife Cove** to fund a matching grant contribution to the National Wildlife Foundation 2022 Long Island Sound Futures Fund Grant Award for the Stabilization of Alewife Cove Study.
7. To consider and act upon a recommendation from the Board of Finance to appropriate **\$374,500 from the designated Line Item #20511-57870 Mago Point Improvements** for the Town's contribution to the municipal/state improvements to the Mago Point parking lot and state launching area, pursuant to the contract provided.
8. To consider and act upon a recommendation from the Board of Finance to appropriate **\$75,000 from the Capital and Non-recurring designated line# 20511-57767 Nevins Cottage Structural Repairs**, for Nevins Cottage Repairs.
9. To consider and act upon a recommendation from the Board of Finance for an additional appropriation of **\$98,254 from the Unassigned Fund Balance of the General Fund to line item #10111-52040 Service Cont. and Repairs.**
10. To consider and act upon a recommendation from the Board of Finance for an additional appropriation of **\$1,197,250 from the Unassigned Fund Balance of the General Fund to Line Item #33720-55855 Town Basketball Court Repairs** for the court renovations and accessibility at Leary Park.
11. To consider and act upon a recommendation from the Board of Finance to appropriate **\$1,147,000 from the designated Line Item #20560-57820 Track and Field Turf Replacement** to replace the turf on the Waterford High school track and field.
12. To consider and act upon a recommendation from the Board of Finance to appropriate **\$1,148,100 from the designated Line Item #20560-57833 Tennis Court Replacement** for replacing the tennis courts at Waterford High School.
13. To consider and act upon a request from the First Selectman to approve the non-union Administrative Support (AS) & Technical Crafts (TC) and the non-union Management Professional general wage increase of 2.50% for fiscal year 2025-2026.
14. To consider and act upon a motion to discuss strategy and/or negotiations with respect to the Waterford Professional Firefighters Association Local

4629, International Association of Firefighters, AFL-CIO bargaining agreement in executive session.

- 15.** To consider and act upon a motion to approve the funds necessary to implement the tentative Agreement between the Town of Waterford and the Waterford Professional Firefighters Association Local 4629, International Association of Firefighters, AFL-CIO, to be effective July 1, 2024 – June 30, 2028, and authorize the First Selectman to sign on the Town's behalf.
- 16.** To consider and act upon a vacancy on the Oswegatchie Fire Station Building Committee.
- 17.** To consider and act upon an appointment to the Personnel Review Board. (Term 12/01/2024 – 11/30/2027)
- 18.** To consider and act upon two RTM appointments to the Social Services Grants Review Board. (Term 12/02/2024 – 11/30/2025)
- 19.** To consider and act upon the proposed schedule of regular meetings for the 2025 calendar year.
- 20.** To consider and act upon a proposed Representative Town Meeting budget for fiscal year 2025-26 in the amount of **\$18,903**.

J. New Business

K. Adjournment

C

The representative town meeting shall, at its first annual meeting and annually thereafter, elect from among its elected members a moderator, who shall act as moderator of all representative town meetings for a term of one year and until his successor is elected and has qualified. Election of a moderator shall not disqualify him from voting in the representative town meeting. In the absence of the moderator, the representative town meeting may elect, by majority vote, a moderator pro tempore. The town clerk shall act as clerk of all meetings.

FIFTEEN ROPE FERRY ROAD
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D

MINUTES
REPRESENTATIVE TOWN MEETING
Regular Meeting
October 7, 2024

RTM Moderator Paul Goldstein called the October 7, 2024 Annual Meeting of the Representative Town Meeting to order at 7:00 P.M.

ROLL CALL

PRESENT: Kyrar Augmon-Bossa, Michael Bono, Jennifer Bracciale, Mark Campo, Mary Childs, Harry Colonis, Timothy Condon, Thomas J. Dembek, Susan Driscoll, Timothy Fioravanti, Nicholas Gauthier, Paul Goldstein, Kristen Gonzalez, Ryan Healy, Christina Jessuck (Speaker, arrived in person 7:35 P.M.), Matthew Keatley, Lindsay Khan, Kate MacKenzie, Shawn Monahan, Ursula Moreshead, Kathleen Mullen Kohl, Danielle Steward-Gellinas

ABSENT: Erica Casper, Kayla Mullen, Theodore Olynciw, David Sugrue

EX-OFFICIO MEMBERS PRESENT: First Selectman Robert J Brule; Selectman Richard Muckle

EX-OFFICIO MEMBERS ABSENT: Board of Education Chair Pat Fedor, Board of Finance Chair Glenn Patterson, Selectman Greg Attanasio

ALSO PRESENT: Town Clerk David L. Campo; Town Attorney Nicholas Kepple; Director of Finance Kim Allen.

AGENDA ITEM C – August 5, 2024 Minutes and September 23, 2024 Minutes

MOTION by Steward-Gelina, seconded by Keatley, to approve the minutes as presented.

VOTING IN FAVOR: Unanimous

CORRESPONDENCE

The following items were received as correspondence: A letter from the Republican Town Committee in support of Kent Ward to the Senior Citizens Commission, appointee report from RTM Member Ted Olynciw for the Oswegatchie Fire Station Building Committee, a letter from Ethics Chair Elizabeth Ritter in regard to a review of the Ethics Commission ordinance, and an American Rescue Plan report from Finance Director Kim Allen. (See Attached)

PUBLIC COMMENT

The following residents spoke in support of the Great Neck School Field Project: Michael and Harper Zinn, 6 Griswold Court; Narciss Greene, 29 Trumbull Rd.

Quaker Hill resident Helen Kwasniewski in regard to the Town Hall bathroom project. (See Attached)

CALL ITEM 1 – Oswegatchie Fire Station Building Committee Report

PRESENTATION: Chair of the Oswegatchie Fire Station Building Committee Robert Tuneski
Background on the status of the project given and questions answered. A follow up in December about floor plans may occur. Town Attorney Nick Kepple spoke as to the status of the purchase & sale and Lease agreements between the Town and Oswegatchie Fire Company.

CALL ITEM 2 – Great Neck School Drainage Project

PRESENTATION: Superintendent of Schools Thomas Giard, BOE Finance Director Joe Mancini, BOE Director of Buildings and Grounds James Miner, Engineer Kevin Dufour from Tom Irwin Advisors, Inc. Motion by Steward-Gelinas, seconded by Gauthier, to designate **\$278,750** from the **Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund (Line Item #205-31520)** to a new line item for the **BOE Great Neck Elementary School Field Drainage Project**.

Lengthy discussion ensued.

MOTION by Fioravanti, seconded by Dembek to move the question.

MOTION TO MOVE PASSED: 18-4-0 (Childs, Driscoll, Gonzalez and Gauthier opposed)

MAIN MOTION PASSED: Unanimous

CALL ITEM 3 – WHS Field and Track

PRESENTATION: Superintendent of Schools Thomas Giard, BOE Finance Director Joe Mancini, BOE Director of Buildings and Grounds James Miner, Rec & Parks Director Ryan McNamara.

MOTION by Steward-Gelinas, seconded by Keatley, to designate **\$1,200,000** from the **Unassigned Fund Balance of the General Fund to Line Item #20560-57820 WHS Field and Track**.

Lengthy discussion ensued.

MOTION PASSED: 21-1-0 (M. Campo opposed)

CALL ITEM 4: High School Tennis Courts

PRESENTATION: Superintendent of Schools Thomas Giard, BOE Finance Director Joe Mancini, BOE Director of Buildings and Grounds James Miner, Rec & Parks Director Ryan McNamara.

MOTION by Steward-Gelinas, seconded by Keatley, to designate **\$1,200,000** from the **Unassigned Fund Balance of the General Fund to Line Item #20560-57833 Tennis Courts**.

Lengthy discussion ensued.

MOTION PASSED: 21-1-0 (M. Campo opposed)

CALL ITEM 5: Senior Citizen Commission Appointment

NOMINATION by Dembek seconded by Monahan, to appoint Kent Ward, 5 Riverside Dr, to the Senior Citizen Commission. **(Term 04/01/2024 – 04/05/2027)**

NOMINATION by Driscoll, seconded by Gauthier, to appoint JoAnn Ballassi, 874 Vauxhall St Ext, to the Senior Citizen Commission. **(Term 04/01/2024 – 04/05/2027)**

VOTING IN FAVOR OF WARD: Bono, Campo, Childs, Colonis, Condon, Dembek, Goldstein, Gonzalez, Healy, Jessuck, Keatley, Khan, MacKenzie, Monahan, Moreshead, Steward-Gelinas

VOTING AGAINST: Augmon-Bossa, Driscoll, Fioravanti, Mullen Kohl

ABSTAINED: Gauthier, Bracciale

WARD appointed

NEW BUSINESS:

Discussion in regard to the attached letter from Ethics Chair Elizabeth Ritter.

MOTION by Driscoll, seconded by Childs, to refer to the Legislation & Administration Standing Committee of the RTM a review of Chapter 2.50 Ethics Commission of the Waterford Code of Ordinances.

MOTION PASSED: Unanimous

MOTION by Condon, seconded by Gauthier, to continue a "review of assigned duties to the Director of Fire Services" by the Public Protection and Safety Standing Committee of the RTM.
MOTION PASSED: Unanimous

MOTION by Steward-Gelinas, seconded by Condon, to adjourn at 8:59 P.M.
MOTION PASSED: Unanimous

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "David L. Campo", with a long horizontal flourish extending to the right.

David L. Campo, CCTC
Waterford Town Clerk

WATERFORD REPUBLICAN TOWN COMMITTEE
P.O. Box 671
Waterford, CT 06385

Mr. David Campo
Waterford Town Clerk
15 Rope Ferry Road
Waterford, CT 06385

September 23, 2024

Dear Dave,

Please be informed that the Waterford Republican Town Committee has endorsed Kent Ward to fill the vacancy on the Senior Citizens Commission to April 5, 2027.

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on October 7, 2024 the name of Kent Ward to fill the vacancy on the Senior Citizens Commission.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
RTM, Moderator

Danielle Steward-Gelinas
RTM, Majority Leader

RECEIVED FOR RECORD
WATERFORD, CT
2024 SEP 26 1 A 7 44
ATTEST: *Danielle Steward-Gelinas*
TOWN CLERK

APPOINTEE REPORT TO THE RTM – September 27, 2024

OSWEGATCHIE FIRE HOUSE BUILDING COMMITTEE

RECEIVED FOR RECORD
WATERFORD, CT

2024 OCT -2 P 3:05

1. The Committee has been working for the past 19 months on the design for the building. The final floor plan will be approved during its October meeting.
2. We do have a Purchase and Sales agreement, MOU, and a Lease which has been signed by both parties.
- a. The Purchase & Sales agreement stated a closing date for this past June. It is now October and the closing has been postponed to a date to be determined by both parties.
- b. The Fire Company has not signed the agreement to extend the closing date.
- c. Attorney Kepple has stated that a "policies and guidelines" document for the Fire Company's use of the building is absolutely necessary. This is a must since the new building will be owned by the Town and certain activities previously conducted when the fire company owned the building will no longer be allowed. Attorney Kepple has not set a date to provide this document which has to be acceptable to the Fire Company. Time is of the essence! It is obvious that the Town has to have ownership of this land in order to obtain approvals and funding from the BOS, BOF and the RTM.
- d. The Committee has a tentative schedule to start construction on May 15, 2025. In order to keep this schedule, the BOS, BOF and the RTM have to approve the funding prior to May 15th or have special meetings to meet this deadline.
3. We have spent to date \$100,000 for the consultants.

Ted Olynciw, Committee Member and RTM Rep. 2nd District

FIFTEEN ROPE FERRY ROAD
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October 3, 2024

Mr. Paul Goldstein
Moderator, Waterford Representative Town Meeting
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385

Dear Mr. Goldstein,

The Waterford Ethics Commission at its Regular Meeting on October 1, 2024, voted to respectfully request the Representative Town Meeting consider three changes, and any other changes that may seem appropriate, to the Waterford Code of Ordinances.

The requested changes are:

1. Sec. 2.50.070 C be amended with the following added sentence: "If confidentiality is breached at any time from the filing of a complaint until a finding of the presence or lack of probable cause, the investigation is immediately terminated."
2. Sec. 2.50.070 be amended with the addition of appropriate enforcement language to protect the confidentiality of complaints.
3. Sec. 2.50.070 be amended with the addition of the following: "Complaints alleged against more than one individual for the same violation must be made separately."

These changes come as the result of experiences in conducting the business of the Commission. Commission members are available to provide additional information, as permissible, and to facilitate your deliberations as needed. Please notify me as discussions are scheduled or if you need additional information.

Thank you for your time and attention.

Sincerely,

Elizabeth Ritter
Chair, Waterford Ethics Commission
(860) 514-2003

Cc: David Campo, Waterford Town Clerk
Robert Avena, Waterford Town Attorney

RECEIVED FOR RECORD
WATERFORD, CT
2024 OCT -4 P 1:29
ATTEST
David Campo
TOWN CLERK

**TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
THRU 9/30/2024**

RECEIVED FOR RECORD
WATERFORD, CT

2024 OCT - 2 P 12: 28

BUDGET *Attest:* *Expended* *Engumbered* BALANCE

1: PUBLIC HEALTH

1.2 COVID-19 Testing					
Wfd-1.2-01 COVID Test Kits PROJECT COMPLETE	\$ 3,499.84	\$ 3,499.84	\$ -	\$ -	-
1.5 Personal Protective Equipment					
Wfd-1.5-01 PPE Supplies PROJECT CANCELLED	\$ -				-
1.7 Other COVID-19 Public Health Expenses					
Wfd-1.7-01 First Responder CADLink Equip/ Software PROJECT COMPLETE	\$ 74,666.69	\$ 74,666.69	\$ -	\$ -	-
Wfd-1.7-02 ESO Fire RMS Software PROJECT COMPLETE	\$ 10,923.95	\$ 10,923.95	\$ -	\$ -	-
Wfd-1.7-03 Dispatch Upgrades PROJECT COMPLETE	\$ 26,662.50	\$ 26,662.50	\$ -	\$ -	-
Wfd-1.7-04 Emergency Services Pagers & Mobile Radios PROJECT COMPLETE	\$ 13,671.00	\$ 13,671.00	\$ -	\$ -	-
1.12 Mental Health Services					
Wfd-1.12-01 Human Services Coordinator PROJECT COMPLETE	\$ 123,470.64	\$ 123,470.64	\$ -	\$ -	-
Wfd-1.12-02 Safe Futures PROJECT COMPLETE	\$ 50,000.00	\$ 50,000.00	\$ -	\$ -	-
1.14 Other COVID-19 Public Health Services					
Wfd-1.14-01 Ledgelight Health District PROJECT COMPLETE	\$ 55,478.90	\$ 55,478.90	\$ -	\$ -	-
PUBLIC HEALTH SUBTOTAL	\$ 358,373.52	\$ 358,373.52	\$ -	\$ -	-

2: NEGATIVE ECONOMIC IMPACTS

2.32 Small Business Economic Assistance (General)					
Wfd-2.32-01 Waterford Small Business Grants PROJECT COMPLETE	\$ 236,311.21	\$ 236,311.21	\$ -	\$ -	-
2.35 Aid to Tourism, Travel or Hospitality					
Wfd-2.35-01 Eugene O'Neil Theater	\$ 349,737.84	\$ 276,707.67	\$ 73,030.17	\$ -	-
NEGATIVE ECONOMIC IMPACTS SUBTOTAL	\$ 586,049.05	\$ 513,018.88	\$ 73,030.17	\$ -	-

**TOWN OF WATERFORD
AMERICAN RESCUE FUNDS QUARTERLY REPORT
THRU 9/30/2024**

5: INFRASTRUCTURE

5.5 Clean Water: Other Sewer Infrastructure					
Wfd-5.5-01	Cross Road Pump Station Upgrade PROJECT CANCELLED	\$ 54,361.28	\$ 54,361.28	\$ -	\$ -
Wfd-5.5-02	Old Norwich Road Pump Station Upgrade	\$ 1,165,306.72	\$ 269,406.57	\$ 895,900.15	\$ -
Wfd-5.5-03	Gorman Pump Station Control Panels Upgrade PROJECT COMPLETE	\$ 141,792.18	\$ 141,792.18	\$ -	\$ -
Wfd-5.04	Save the River-Save the Hills NEW PROJECT	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
5.14 Drinking Water: Storage					
Wfd-5.14-01	Fargo Lane Water Tower Rehab	\$ 1,200,000.00	\$ 283,011.92	\$ 916,988.09	\$ (0.01)
5.21 Broadband: Other Projects					
Wfd-5.21-01	Broadband/Security Upgrades at Stations PROJECT COMPLETE	\$ 29,574.00	\$ 29,574.00	\$ -	\$ -
	INFRASTRUCTURE SUBTOTAL	\$ 2,593,534.18	\$ 778,145.95	\$ 1,815,388.24	\$ (0.01)

6: REVENUE REPLACEMENT

6.1 Wfd-6.1-01	Civic Triangle Park ADA Revitalization	\$ 1,935,109.56	\$ 1,474,945.67	\$ 397,775.18	\$ 62,388.71
Wfd-6.1-02	Town GIS Updates PROJECT COMPLETE	\$ 27,655.32	\$ 27,655.32	\$ -	\$ -
Wfd-5.21-02	Cyber Security PROJECT COMPLETE	\$ 25,168.00	\$ 25,168.00	\$ -	\$ -
Wfd-5.21-03	Baseball Field Renovation NEW PROJECT	\$ 22,000.00	\$ -	\$ 22,000.00	\$ -
	REVENUE REPLACEMENT SUBTOTAL	\$ 2,009,932.88	\$ 1,527,768.99	\$ 419,775.18	\$ 62,388.71

TOTAL

BUDGET	EXPENDED	ENCUMBERED	BALANCE
\$ 5,547,889.63	\$ 3,177,307.34	\$ 2,308,193.59	\$ 62,388.70

RTM Meeting 10/7/2024

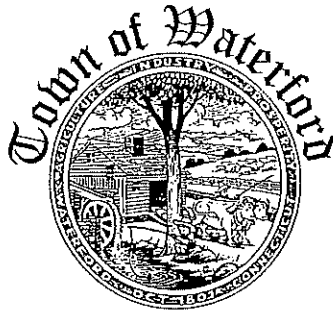
Helen Kwasniewski

Upon a recent visit to the Town Hall I notice that the "Cherry Hill Construction Dumpster" was gone. I said to myself "oh good the Taj Mah Hall" bathrooms are done. Was I wrong, with that being said I hope that there is a clause with a START and COMPLETION DATE As well as a clause IF completion date is not met. For example, each day pass the completion date the Town of Waterford will deduct amount agree upon. This is standard practice in the construction industry.

Thank you.

RECEIVED FOR RECORD
WATERFORD, CT
2024 OCT - 7 P 4:54
ATTEST: *[Signature]*
TOWN CLERK

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org



To: Paul Goldstein, RTM Moderator
David Campo, Town Clerk

From: Alan Wilensky, CCMC
Tax Collector

Date: December 2, 2024

Subject: New Supplemental Tax Billings

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 13 P 2:46
ATTEST: *David J. Campo*
TOWN CLERK

The State of Connecticut has developed new legislation regarding motor vehicle tax billings. Over the last two years, the Office of Policy and Management (OPM) in conjunction with the Connecticut Association of Assessing Officers (CAAO), the Connecticut Tax Collectors' Association (CTx) and the General Assembly of the State of Connecticut has passed legislation in order to simplify motor vehicle taxes.

The resulting legislation has established two major changes in the calculation and billing of these municipal taxes. Although there are many aspects of the statutory changes, these are the most significant.

1. Motor vehicle valuations will be changing from market value to manufacturer's suggested retail price (MSRP) on a fixed depreciation schedule.
2. Supplemental motor vehicle registration lists will go from one time per year to a monthly list that will be sent to the assessors' offices.

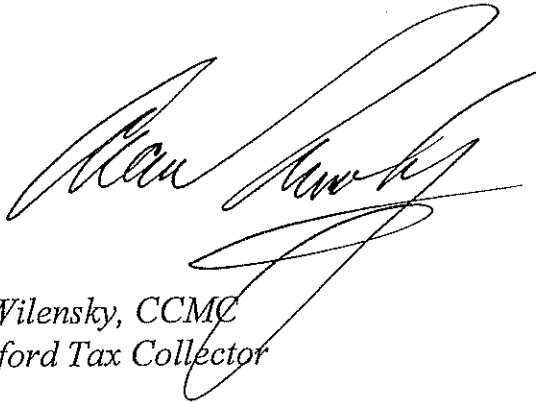
It is required that the governing body of each town establish the collection parameters for all tax bills and although this is normally done at the final budget hearing of the year, I felt that it would be proper to give notice to this body of my recommendation for this new DMV protocol.

In cooperation with our Assessor, Paige Walton, I believe that the proper and most cost-effective method of incorporating the monthly supplemental vehicle additions is to incorporate these new partial-year registrations into the scheduled payment months of July and January. This would establish that any registrations from October 2 through April 30 would be included in the July tax billing and that any registrations from May 1 through September 30 would be included in the January billing.

This format would provide for the following advantages.

1. More timely billings for the taxpayer as the current format can result in a billing delay of up to 15 months;
2. The maintaining of the current expense for legal advertising as each collection period requires three (3) legal advertisements at a current cost of \$109.11 per advertisement.
3. Maintaining the current calendar of mailings for delinquent tax bills.

I will be happy to attend a future meeting of the RTM in order to answer any questions that the representatives may have regarding this change in tax billing.

A handwritten signature in black ink, appearing to read 'Alan Wilensky', with a large, stylized flourish extending from the bottom right.

*Alan Wilensky, CCMC
Waterford Tax Collector*



Mr. Joseph P. Mancini
Director of Finance

Mr. Thomas W. Giard III
Superintendent of Schools

October 31, 2024

Mr. Moderator,

Please see the quarterly report for Waterford Public Schools through 9/30/2024. The next period will cover through the end of the calendar year.

Respectively,

Joseph Mancini
Director of Finance

cc. Board of Finance

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 1 A 9:36
ATTEST:
TOWN CLERK

Waterford Public School
2024-2025 Budget

Account Number / Description	Adopted Budget 7/1/2024 - 6/30/2025	Year to Date Spent 7/1/2024 - 09/30/2024		Encumb/Req's/Reserves 7/1/2024 - 6/30/2025		Forecasted Expenditures / Offsets 7/1/2024 - 6/30/2025		Delta to budget 7/1/2024 - 6/30/2025
111 SALARIES, CERTIFIED	25,488,093	4,276,334		21,061,759		-		150,000
112 SALARIES, SUPPORT	7,305,037	1,786,293		5,594,765		19,477		(76,021)
119 SALARIES, OTHER	79,969	140,025		-		45,000		(105,056)
121 TEMPORARY PAY, CERTIFIED	1,352,028	356,994		-		1,050,000		(54,966)
122 TEMPORARY PAY, SUPPORT	195,100	59,327		-		225,000		(89,227)
132 OVERTIME, SUPPORT	133,370	31,246		-		99,000		3,124
212 HEALTH INSURANCE	7,807,026	506,583		15,310		7,285,033		-
215 LIFE INSURANCE	74,500	19,434		57,677		-		(2,611)
219 LONG TERM DISABILITY	3,978	1,326		2,652		-		-
220 FICA, EMPLOYER'S CONTRIBUTION	1,077,195	232,918		-		795,000		49,277
240 REIMBURSEMENTS	107,800	17,260		-		90,540		-
250 UNEMPLOYMENT COMP	30,000	992		1,805		20,000		7,203
260 WORKERS' COMP	346,500	332,691		-		-		13,809
290 UNUSED SICK LEAVE	233,882	164,000		-		68,000		1,882
291 RETIREMENT INCENTIVE	21,000	24,000		-		-		(3,000)
321 INSTRUCTIONAL SERVICE-CONTRACTED	108,353	98,808		-		-		9,545
322 PROFESSIONAL DEVELOPMENT	73,050	15,114		1,193		65,000		(8,257)
323 CURRICULUM DEVELOPMENT	30,000	35,971		-		-		(5,971)
330 OTHER PROF/TECHNICAL SERVICES	2,108,584	162,031		534,121		1,412,000		431
331 LEGAL SERVICES	114,504	13,398		92,399		-		8,707
410 WATER SERVICE	29,976	8,263		21,712		-		1
411 SEWER SERVICE	64,431	15,341		49,091		-		0
430 MAINTENANCE & REPAIR	401,344	164,422		174,498		120,000		(57,576)
440 RENTALS	3,500	563		400		-		2,537

Waterford Public School
2024-2025 Budget

Account Number / Description	Adopted Budget	Year to Date Spent	Encumb/Req's/Reserves	Forecasted Expenditures / Offsets	Delta to budget
	7/1/2024 - 6/30/2025	7/1/2024 - 09/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025
Account Number / Description	7/1/2024 - 6/30/2025	7/1/2024 - 09/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025
510 TRANSPORTATION, PUPIL	2,743,742	1,199,770	1,507,182	-	36,790
520 FIRE/PROPERTY INSURANCE	128,129	108,770	-	-	19,359
521 LIABILITY INSURANCE	155,000	215,295	-	-	(60,295)
529 OTHER INSURANCE	20,339	18,146	-	-	2,193
530 COMMUNICATIONS	74,527	27,143	47,384	-	-
531 POSTAGE	16,000	4,537	400	11,063	-
540 ADVERTISING	5,000	1,436	-	2,000	1,564
560 TUITION, OTHER PUBLIC	1,415,478	281,257	943,746	-	190,476
563 TUITION, PRIVATE	1,697,507	384,023	1,299,652	-	13,832
580 TRAVEL & CONFERENCES	165,038	27,800	98,833	22,000	16,405
590 OTHER PURCHASED SERVICES	129,427	99,070	31,898	-	(1,541)
611 INSTRUCTIONAL SUPPLIES	408,954	116,508	87,864	200,000	4,583
612 SOFTWARE	762,283	513,566	15,078	233,639	(0)
613 MAINTENANCE SUPPLIES	361,400	187,150	138,439	45,000	(9,189)
620 FUEL OIL	4,373	-	-	-	4,373
621 ELECTRICITY	1,029,517	563,235	490,114	-	(23,832)
622 NATURAL GAS	306,000	27,300	278,700	-	-
623 PROPANE	43,948	6,630	37,231	-	86
627 TRANSPORTATION SUPPLIES	235,000	30,247	-	204,753	-
641 TEXTBOOKS	177,500	86,964	21,489	69,000	47
642 LIBRARY BOOKS, PERIODICALS	34,150	17,627	1,935	9,700	4,888
690 OTHER SUPPLIES, MATERIALS	247,880	94,975	56,611	95,000	1,294
730 EQUIPMENT	222,905	114,565	8,927	99,400	12
810 DUES & FEES	37,864	28,502	711	375	8,276
100 GENERAL FUND - OPERATING	57,611,181	12,617,948	32,673,575	12,285,981	53,153

Waterford Public School
2024-2025 Budget

Account Number / Description	Adopted Budget	Year to Date Spent	Encumb/Req's/Reserves	Forecasted Expenditures / Offsets	Delta to budget
	7/1/2024 - 6/30/2025	7/1/2024 - 09/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025
Grants	Adopted Budget	Year to Date Spent	Encumb/Req's/Reserves	Forecasted Expenditures / Offsets	Delta to budget
		7/1/2024 - 09/30/2024	7/1/2024 - 6/30/2025	7/1/2024 - 6/30/2025	
Remaining Life of the Grant					
Title 1 - Part A Improving Basic Programs - FY2024/2025	22,048			Remainder of Grant	0
IDEA 611 - FY2024 Indiv W/Disabilities (Year 2)	149,160	9,593	20,154	119,414	(0)
IDEA 611 - FY2025 Indiv W/Disabilities (Year 1)	764,852			764,852	0
IDEA 619-Preschool Year 2	20,321			20,321	-
IDEA 619-Preschool Year 1	20,405			20,405	-
Title IIA - Part A	53,264	22,625	10,500	20,139	-
Title III - FY25	13,611	5,000	329	8,283	(1)
Title IV, Part A	12,394	2,002		10,393	(0)
Adult Education	11,052			11,052	-
Idea Part B	5,000	4,910		90	-
Idea Part B (TSA)	10,000	7,496		2,504	0
Medicaid	192,080	9,413	3,825	178,842	0
Grants total	1,274,188	61,038	34,807	1,178,343	1

David Campo

From: Jason <contactjasonkohl@gmail.com>
Sent: Wednesday, October 9, 2024 9:47 PM
To: David Campo
Subject: Allocation Concerns

CAUTION: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Mr. Campo - Town Clerk, RTM Moderator Goldstein, and Minority Leader Tim Fiorvanti,

I am writing this to you in your RTM capacity. This is also just a general message for the RTM as a whole. I recently found out that the RTM allocated a large sum of money towards new golf courses, but moved to table a motion that would have allocated a smaller sum of money to help fix a problem with flooding on the black top at one our town's public elementary schools. This, in my opinion, should have been the main priority of the meeting so our children could play outside again before the winter months dwindle in.

I found it concerning that this was the allocation to motion rather than funding for golf courses. In the future, I believe this legislative body can do better and I urge that you allocate funding toward the flooding in our schools next session - or even better, call for an emergency session to allocate the funds ASAP.

Thank you,
Jason M. Kohl, Zoning Appeals Alternate

--
Jason M. Kohl
Media Consultant
860.389.0897
[//Linktr.ee/JasonKohl](https://Linktr.ee/JasonKohl)

RECEIVED FOR RECORD
WATERFORD, CT
2024 OCT 10 P 4:15
ATTEST: 
TOWN CLERK

David Campo

From: Jeff Knight <jkhawaii@yahoo.com>
Sent: Tuesday, October 29, 2024 5:25 PM
To: TRC18@snet.net; NickgauthierRTM@gmail.com; lindsaym.khan@gmail.com; sadielcox@sbcglobal.net; kmullen87@gmail.com; Steward-gelinas@sbcglobal.net; kabossa88@gmail.com; mrcamp70@gmail.com; RTM Mary Childs; kgonz5@gmail.com; platfox11@gmail.com; tedolynciw@yahoo.com; jlabrocciale6@gmail.com; hcolonis@chelseagroton.com; RTM Timothy Fioravanti; jakemadison34@gmail.com; r.h.s.s.healy@gmail.com; shawn@critical-signs.com; kohlk1975@gmail.com; Michael Bono_RTM; wastreasurer152@outlook.com; susan_driscoll@sbcglobal.net; ericacasper1@gmail.com; cjessuck@gmail.com; keatley1217@gmail.com; daviddsugrue@aol.com; David Campo; Jeff Knight
Subject: horrible experience

CAUTION: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

My name is Jeff Knight, and I'd like you all to be aware of how I've been treated. I went into the First Selectman's office and spoke with Rob Brule on October 18, 2024, and explained to him my situation, which is the following: I'm 67 years old, have diabetes, depression, anxiety, 2 bad hips, a bulging disc in the lower left side of my back, and more, and I've been sleeping in my car for the past 3 months, and now it's getting cold. I asked if he could point me in the right direction and possibly get me some help, and he said yes. He took my information and told me that Dani Gorman from the Youth and Family division would be the person to help, and told me he would forward her my information, and she "was great". It is now October 29th, and I still have NOT been contacted by Gorman. To me, that is a stab in the back, and also very rude, disrespectful, and extremely "UNPROFESSIONAL"!!! It also PROVES to me that she really "does NOT care at all". With my situation, and she has "REFUSED" to make contact with me, and that is so cruel and pathetic!!! As far as I'm concerned, Gorman is a horrible, rotten human being, and a huge pile of SHIT(pardon my language). She does NOT even live in Waterford, so how do you think she treats other people, whether young or old??? As far as I'm concerned, she definitely needs to be "terminated". Last of all, I'd like to add that when I came home from the hospital a few days after I was born, which was July 23rd, 1957, I went to 18 Olive St., which is less than a quarter mile from the town hall, where I attended Jordan Elementary School.(which is now the Town Hall. I also attended Clark Lane "JR High", and Waterford High, so I've been around the town for way before some of you were born. I also wanted to add that Brule has not contacted me either with any follow-up. Jeff Knight, 860-334-1287(c)

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 19 1 A 9:27
ATTEST: *[Signature]*
TOWN CLERK

David Campo

From: Dani Gorman
Sent: Thursday, October 31, 2024 2:23 PM
To: RTM
Cc: Robert Brule; David Campo
Subject: RE: FW: horrible experience

Good Afternoon Everyone – I have spoken to the First Selectman. The First Selectman is copied. I am also especially grateful to the RTM members who reached out to me along with Rob.

Please know that I am always committed to helping residents. Everyone in my department is along with Rob. I want to assure you that we always help those who come to us for help. Respectfully, Dani

Dani E. Gorman
Human Services Administrator
Town of Waterford
Phone: (860)444-5839
Mail Address: 15 Rope Ferry Road, Waterford, CT 06385



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RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 25 A 9:51
ATTEST: *[Signature]*
TOWN CLERK

APPOINTEE REPORT TO THE RTM – November 23, 2024

OSWEGATCHIE FIRE HOUSE BUILDING COMMITTEE

- 1. The Architectural firm has completed Phase I of the project which includes a Committee approved preliminary floor plan and elevations for the new building along with draft of the proposed site plan.**
- 2. The Architectural firm is now starting Phase II which includes detailed drawings for the structural, architectural, plumbing, sprinkler, heating, cooling and electrical work.**
- 3. The Architect and their Land Surveyor met with the various Town Departments on No. 12th to review the proposed site plan. It is anticipated that a final set of plans will be submitted to the Conservation Commission in January 2025**
- 7. We have spent to date \$128,936 for the consultants.**

Ted Olynciw, Committee Member and RTM Rep. 2nd District

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 25 A 10:51
ATTEST: *David H. Langer*
TOWN CLERK

MODERATOR'S REPORT

Representative Town Meeting
December 2, 2024



Matters Currently in Standing Committees

LEGISLATION & ADMINISTRATION

Review how the RTM considers recommendations for committee assignments,
RTC 06/06/22
Public Act 22-3, an act concerning remote meetings under the freedom of
information act, RTC 02/06/23
Review of a "Public Comment Ordinance" RTC 02/06/23
Police Commission expansion to seven members, RTC 10/02/23
Review of ordinances included within Senior Citizens Commission and Youth &
Family Services Bureau, RTC 08/07/24
Review of Chapter 2.50 Ethics Commission of the Waterford code of Ordinances,
RTC 10/07/24

EDUCATION

FINANCE, WAGE & PERSONNEL

PUBLIC HEALTH, RECREATION & ENVIRONMENT

Review of Feral Cat Management, RTC 12/05/2022

PUBLIC PROTECTION & SAFETY

Open Burn Ordinance, RTC 12/04/23
ATV and Dirt Bike Ordinance Consideration, RTC 10/02/23
Review of assigned duties to the Director of Fire Services, RTC 06/03/24

PUBLIC WORKS, PLANNING & DEVELOPMENT

Short Term Rentals, RTC 12/06/21

RTC: referred to committee

UPDATE provided by Robert Tuneski, Chair of the Oswegatchie Fire Station Building Committee.

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

2

October 18, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, October 9, 2024, it was voted to recommend to the Representative Town Meeting, an additional appropriation of **\$27,000** from line **#205-31520 Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund** to line **#20523-57838 Capital Pre-Emption Light Repairs** for a study to test all town pre-emption lights and create a plan to be used for the basis of a FY2026 Capital Project budget request.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Fire Services, Pre Emption Light Repairs

GP/rh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 OCT 28 P 12:20
ATTEST: *David H. Lange*
TOWN CLERK



Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

September 26, 2024

First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Additional Appropriation, Fire Services
Line 20523-57838 (Fire Services Pre Emption Light Repairs)

Selectman Brule,

On behalf of the Waterford Fire Services, I would like to request an additional appropriation in the amount of \$27,000 for a study to test all town pre-emption lights and to create a plan to be used for the basis of a FY2026 capital project budget request.

Acting Director Fire Services
Steve Dubicki

Pending
Bos
Approval



173 Pane Road
Newington, CT 06111

PROPOSAL

Date	Proposal #
7/17/2024	595

Town of Waterford - Fire Department
204 Boston Post Road
Waterford, CT 06385

Project				
1426 - Test Pre-Emption				
Description	Qty	Rate	U/M	Total
PROVIDE LABOR AND EQUIPMENT TO TEST PRE-EMPTION SYSTEMS AT 35 LOCATIONS IF DETECTORS REQUIRE MINIMAL ADJUSTMENT, DETECTORS WILL BE ADJUSTED WHILE ONSITE THE ESTIMATED QUANTITIES ARE BASED ON SURVEYING 5 SITES PER DAY ESTIMATED QUANTITIES MAY INCREASE OR DECREASE BASED ON ACTUAL DAYS REQUIRED PROVIDE A PROPOSAL TO INSTALL NEW EQUIPMENT REQUIRED TO FIX NON-FUNCTIONAL PRE-EMPTION SYSTEMS				
DAILY RATE - 2 MEN WITH BUCKET TRUCK - PORT TO PORT	7	3,500.00	EA	24,500.00
ONE TIME FEE FOR SUPERIOR ELECTRIC OWNED TEST EQUIPMENT	1	2,500.00	EA	2,500.00
THE FOLLOWING ITEMS ARE EXCLUDED: SALES TAX POLICE AND/OR CERTIFIED FLAGGERS PREVAILING WAGES BONDING PERMITS				
QUOTE VALID FOR 30 DAYS TERMS NET 30				

Signature _____

Print Name _____

Date _____

Subtotal \$27,000.00

Sales Tax (6.35%) \$0.00

Total \$27,000.00

STATE OF CT DAS
SBE MBE / WBE CERTIFIED

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

3

October 18, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

RECEIVED FOR RECORD
WATERFORD, CT
2024 OCT 28 P 12:20
ATTEST: *David H. Langley*
TOWN CLERK

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, October 9, 2024, it was voted to recommend to the Representative Town Meeting, designating an additional **\$10,460 to line #20523-57791 Jordan Traffic Light Upgrade** from **line #205-31520 Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund** for a study to complete a capital project for Fire Services. *The Board of Finance notes that the Fire Services Director will return to the BOF and the RTM for final appropriation of the funds for the project.*

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Fire Services, Jordan Traffic Light Repairs

GP/rh

Cc: Town Clerk



Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

September 26, 2024

First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

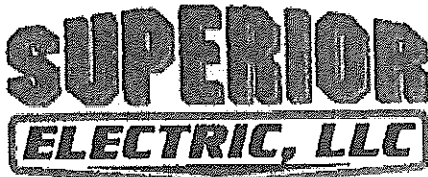
Re: Additional Appropriation, Fire Services
Line 20523-57791 (Jordan Traffic Light Upgrade)

Selectman Brule,

On behalf of the Waterford Fire Services, I would like to request an additional appropriation in the amount of \$10,460 for project 20523-57791 (Jordan Traffic Light Upgrade). The amount approved for the project was under the lowest quote and additional funds are needed to complete the approved capital project.

Pending
Boys
Approval

Acting Director Fire Services
Steve Dubicki



173 Pane Road
Newington, CT 06111

PROPOSAL

Date	Proposal #
7/17/2024	596

Town of Waterford - Fire Department
204 Boston Post Road
Waterford, CT 06385

STATE OF CT DAS
SBE / MBE / WBE CERTIFIED

Project	
1427 - Signal Upgrade - Jordan Fire STN	
Description	Total
ROUTE 156 @ JORDAN FIRE DEPARTMENT & MILL LANE ROAD - WATERFORD REMOVE EXISTING TRAFFIC SIGNALS REMOVE EXISTING TRAFFIC SIGNAL WIRING FROM EACH SIGNAL TO THE NEW TYPE B BOOT INSTALL (8) 3 SECTION SPAN MOUNTED POLYCARBONATE SIGNALS WITH LED LAMPS INSTALL (1) TYPE B SPLICE BOOT ON THE SPAN WIRE NEAR THE RISER INSTALL 14/9 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS INSTALL 14/7 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS EXCLUSIONS: SALES TAX POLICE AND/OR CERTIFIED FLAGGERS PREVAILING WAGES BONDING PERMITS EXISTING RISER/SPAN WIRE/D-RINGS TO REMAIN ANY PRE-EMPTION WORK RE-FEEDING EXISTING 5 CONDUCTOR THAT IS NOT IN USE (CUT AT BOTH ENDS ON SPAN WIRE) ANY REPLACEMENT/MODIFICATIONS TO THE TRAFFIC CONTROL CABINET OR EQUIPMENT THEREIN (LOCATED IN THE BASEMENT OF THE FIRE STATION) QUOTE VALID FOR 30 DAYS PAYMENT NET 30	35,460.00
Subtotal \$35,460.00	
Sales Tax (6.35%) \$0.00	
Total \$35,460.00	

Accepted By: _____ Date _____

Print Name: _____

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

4

November 14, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, November 13, 2024, it was voted to recommend to the Representative Town Meeting, to appropriate **\$35,460** from the currently designated line **#20523-57791 Jordan Traffic Light Upgrade**.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Fire Services, Jordan Traffic Light Upgrade

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 | P 1:28
ATTEST: *David H. Langston*
TOWN CLERK



Office of the Director
Waterford Fire Department
204 Boston Post Road
Waterford, CT 06385

October 8, 2024

First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Appropriation Request, Fire Services
Line 20523-57791 (Jordan Traffic Light Upgrade)

Selectman Brule,

On behalf of the Waterford Fire Services, I would like to request funds be moved from designated to appropriated in line 20523-57791 (Jordan Traffic Light Upgrade) in the amount of \$35,460.

Regards,

Acting Director Fire Services
Steve Dubicki

10/22/24, BAS - approved



173 Pane Road
Newington, CT 06111

PROPOSAL

Date	Proposal #
7/17/2024	596

Town of Waterford - Fire Department
204 Boston Post Road
Waterford, CT 06385

STATE OF CT DAS
SBE / MBE / WBE CERTIFIED

Project	
1427 - Signal Upgrade - Jordan Fire STN	
Description	Total
ROUTE 156 @ JORDAN FIRE DEPARTMENT & MILL LANE ROAD - WATERFORD REMOVE EXISTING TRAFFIC SIGNALS REMOVE EXISTING TRAFFIC SIGNAL WIRING FROM EACH SIGNAL TO THE NEW TYPE B BOOT INSTALL (8) 3 SECTION SPAN MOUNTED POLYCARBONATE SIGNALS WITH LED LAMPS INSTALL (1) TYPE B SPLICE BOOT ON THE SPAN WIRE NEAR THE RISER INSTALL 14/9 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS INSTALL 14/7 TRAFFIC CABLE AS REQUIRED FOR NEW SIGNALS EXCLUSIONS: SALES TAX POLICE AND/OR CERTIFIED FLAGGERS PREVAILING WAGES BONDING PERMITS EXISTING RISER/SPAN WIRE/D-RINGS TO REMAIN ANY PRE-EMPTION WORK RE-FEEDING EXISTING 5 CONDUCTOR THAT IS NOT IN USE (CUT AT BOTH ENDS ON SPAN WIRE) ANY REPLACEMENT/MODIFICATIONS TO THE TRAFFIC CONTROL CABINET OR EQUIPMENT THEREIN (LOCATED IN THE BASEMENT OF THE FIRE STATION) QUOTE VALID FOR 30 DAYS PAYMENT NET 30	35,460.00
Subtotal \$35,460.00	
Sales Tax (6.35%) \$0.00	
Total \$35,460.00	

Accepted By: _____ Date _____

Print Name: _____

**State of Connecticut
Department of Emergency Services and Public Protection
Certified Resolution of the Legislative Body
Of the Town of Waterford (RTM)**

5

WHEREAS, Pursuant to Connecticut General Statute §4-8 the Connecticut Department of Emergency Services and Public Protection is authorized to extend financial assistance for Public Safety projects; and

WHEREAS, it is desirable and in the public interest that the Town of Waterford make an application to the State for \$500,000 in order to undertake the Replacement of the Public Safety Radio System and to execute an Assistance Agreement.

NOW, therefore, be it resolved by the Waterford Representative Town Meeting

1. That is cognizant of the conditions and prerequisites for State Assistance imposed by Connecticut General Statutes § 4-66c.
2. That the filing of an application by the Town of Waterford in an amount not to exceed \$500,000 is hereby approved and that the First Selectman, Robert J. Brule is hereby authorized and directed to execute and file such application with the Connecticut Department of Emergency Services and Public Protection, to provide such additional information to execute other documents as may be required: to execute and Assistance Agreement with the state of Connecticut for State Financial Assistance if such an agreement is offered, to execute any amendments, revisions, and revisions thereto; and to act as the authorized representative of the Town of Waterford.

I, David Campo, Town Clerk for the Town of Waterford duly elected and qualified according to law and having custody of the seal of the Town of Waterford hereby certify that the above is a true and correct copy of a resolution duly adopted at a regular meeting of the Representative Town Meeting of the Town of Waterford on December 2, 2024, and, that said resolution has not been amended, rescinded or revoked and remains in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Town of Waterford this _____ day of December, 2024.

David L. Campo, Waterford Town Clerk

Affix Town Seal Here

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 19 1 P 4: 05
ATTEST: *David L. Campo*
TOWN CLERK



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION



MUNICIPAL GRANT PROGRAM

October 24, 2024

First Selectman Rob Brule
Town of Waterford
Woodstock Town Hall
15 Rope Ferry Road
Waterford, CT 06385-2886

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 19 10 40 05
ATTEST: David H. Garcia
TOWN CLERK

Dear First Selectman Brule:

Congratulations on receiving an Urban Grant award for the Town of Waterford towards the replacement of the public safety radio system. **The total amount of the grant is \$500,000.**

The Department of Emergency Services and Public Protection (DESPP) will manage your award. Please review the Program Guidance document carefully and pay particular attention to the grant award amount and Notice of Grant Award. I have attached the required paperwork for Phase 1 as well as the legal terms and conditions of the grant. Please complete the documents for Phase 1 and return them electronically.

The Notice of Grant Award is the legal document between the State and the Town of Woodstock. When signing the Notice of Grant Award, you are agreeing to all the Special Terms and Conditions, CT General Terms and Conditions, and any additional documentation included in this grant packet. When you submit your grant package (forms, Administrative Plan, Statement of Work, Notice of Grant Award) we will review and contact you with any questions. The effective date of this award is when it is signed by the authorized signatory of DESPP/DEMHS. Once executed, you will receive an electronic copy of the approved package, and you may submit reimbursements for any work after the effective date.

The following documents are required to be filed to start the grant process:

1. Administrative Plan (the Template is included, please call if you have questions)
2. Grantee Point of Contact (DPS 204)
3. Statement of Work (the Template is included, please call if you have questions)
4. Project Budget Forms (DPS-203-C)
5. Municipal Resolution or Certification by Grantee

All required documents/forms are also available at

<https://portal.ct.gov/DEMHS/Grants/Municipal-Grant-Program/Guidance-and-Forms>.

Please be aware that your project may fall under the jurisdiction of the Commission of Human Rights and Opportunities (CHRO), and that you will be contacted separately by them with their requirements for your project.

Please feel free to contact us at Ian.Alexander@ct.gov or William.Garcia@ct.gov if you have any questions.

We look forward to working with you. Congratulations.

Sincerely,

Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

1111 Country Club Road, Middletown, CT 06457
Phone: 860.685.8038 / Fax: 860.685.8357
An Affirmative Action/Equal Employment Opportunity Employer



STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION
Division of Emergency Management & Homeland Security
1111 Country Club Road, Middletown, CT 06457



NOTICE OF GRANT AWARD

The Department of Emergency Services & Public Protection (DESPP) hereby makes the following grant award in accordance with the approved grant application from the CT Office of Policy and Management (OPM), the State of CT General Terms and Conditions, and the Special Grant Conditions from DESPP.

Grantee: Town of Waterford

Address: 15 Rope Ferry Road

City/State/Zip: Waterford, CT 06385-2886

FEIN #:

DEMHS Grant No.: 024G152

Project Title: Replacement of the public safety radio system

Date of OPM Award: October 22, 2024

Bond Fund Account No.: 13019-DPS32000-41238

Period of Award: From: Fully executed agreement

To: 5 years from fully executed agree

Grant Award Amount: \$500,000.00

Total Project Amount: \$500,000

Grantee Match: NA

State Award: \$500,000

Other: NA

My signature below, for and on behalf of the above named subgrantee, indicates acceptance of the above referenced award and further certifies that:

1. I have the authority to execute this agreement on behalf of the Grantee; and
2. The Grantee will comply with the attached General and Special Grant Conditions, Standard Assurances, Reporting Schedule, and requirements contained within this Grant Award Package.
3. I further certify that any funds received will be applied for the use and purposed outlined in the approved application submitted to OPM.

By:

Signature of Authorized Official

Date

Typed Name and Title of Authorized Official

FOR THE DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION

By:

Signature of Authorized Official

Date

Typed Name and Title of Authorized Official

STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF
EMERGENCY MANAGEMENT AND HOMELAND SECURITY

Special Grant
Conditions

SECTION 1: Statutory Authority.

- 1.1 Connecticut General Statutes §4-66c provides that the State Bond Commission may authorize the issuance of bonds; Connecticut General Statutes § 4-66c, authorizes the Office of Policy and Management (OPM) to utilize the proceeds of the sale of such bonds for a Urban Grant Program, the purpose of which shall be to provide grants-in-aid to eligible municipalities and non-profits for the same purposes for which funds would be available under § 4-66g of the Connecticut General Statutes. Funding was authorized by the State Bond Commission under § 4-66c of the Connecticut General Statutes at the meeting held on June 7, 2024.
- 1.2 The State of Connecticut, Division of Emergency Management and Homeland Security under the Department of Emergency Services and Public Protection, hereinafter referred to as DESPP/DEMHS is assisting OPM in administering the program by entering into agreements with eligible municipalities for grants-in-aid for eligible capital projects;
- 1.3 DESPP is authorized to enter into this agreement through the Commissioner of Emergency Services and Public Protection, pursuant to the authority provided under Connecticut General Statutes § 4-8.

SECTION 2: Grantee and Award.

- 2.1 Town of Waterford, hereinafter referred to as the "Grantee" or "Contractor" is a municipality which either operates or has a community interest in the replacement of the public safety radio system.

SECTION 3: Terms.

- 3.1 DESPP/DEMHS hereby authorizes a grant for the following:
Grant-in-aid to the Grantee for the volunteer fire department exhaust system for the **Total Project Cost of \$500,000** which includes a total amount, not to exceed **\$500,000 in State Share** and \$0 in Grantee Match.
- 3.2 All exhibits and attachments included in this Grant Packet are incorporated into and made part of the signed agreement. The entire Grant Packet shall herein be referred to as "Contract" or "Agreement."
- 3.3 All terms included in the documents, exhibits, and attachments included in this Grant Award packet shall be incorporated into the signed agreement executed on the Notice of Grant. Grantee shall comply with all included guidelines and authorities incorporated in the Grant Award signed agreement.
- 3.4 The Grantee agrees to expend the grant funds awarded pursuant to this Agreement for allowable purposes only and to comply with all the terms and conditions of this grant award and any related documents set forth its obligations as Grantee.
- 3.5 DESPP reserves the right to deny any reimbursements which it determines is not within the scope of the project.

Initials _____

SECTION 4: Effective Date/Period of Performance.

- 4.1 This Agreement shall be effective when executed by both parties. The period of performance will begin on the effective date and end no more than five years after the execution date of this document.

SECTION 5: Duration of Agreement.

- 5.1 These terms remain in full force and effect for the entire term of the performance of the grant unless terminated by the Grantor as provided in the Connecticut General Terms and Conditions.

SECTION 6: Payment Schedule.

- 6.1 DESPP/DEMHS agrees to reimburse the Grantee for the direct cost of the eligible expenses. State funds are disbursed on a reimbursement basis for allowable expenditures **incurred between the start and end dates of the executed agreement**, for which the Grantee has already paid.
- 6.2 The Grantee may choose one of the following payment options:
- One cash advance up to 25% of the award amount and two reimbursement requests (the second reimbursement request will be the final payment of the project.)
 - Maximum of three (3) reimbursement requests with the third reimbursement for the final payment of the project.
- 6.3 Supporting documentation required for reimbursements and cash advance requests includes but is not limited to: copies of purchase orders, invoices, proof of payment (i.e. cancelled checks) and contracts. If requesting the cash advance, documentation must be provided indicating multiple quotes as well.
- 6.4 Final reimbursement will be made after documentation of the total project costs which includes documentation of the municipal share of the project, is submitted. If the grantee match is larger than the state share of the grant, only one request will be accepted.

SECTION 7: Reporting.

- 7.1 Grantee is required to submit quarterly progress and financial reports. Supporting documentation may be required.

SECTION 8: Certifications.

- 8.1 The Grantee must certify in writing that requests for payment are for **work begun on or after the effective date of this agreement**. The effective date is the latter date of the Grantee's signature and the DESPP Commissioner signature. Once the Agreement is executed, DESPP will electronically send the fully executed agreement.
- 8.2 The Grantee agrees to utilize the grant funds subject to the conditions set forth herein and submit a request for final payment prior to five years from the effective date of this agreement. The State makes no guarantees on the availability of any unused portion of these funds if the Grantee does not meet this deadline.
- 8.3 The Grantee acknowledges that any and all additional work not specifically authorized in writing

Initials _____

by the Grantor will be the exclusive responsibility of the Grantee. The Grantee further acknowledges that any and all work in excess of the Agreement set forth herein shall be the exclusive responsibility of the Grantee.

SECTION 9: Revised Budget.

- 9.1 If the grant amount and/or the distribution of funds between budget line items, as identified on the Notice of Grant Award, is different from the amount and/or the distribution in the grant application budget, the Grantee agrees to submit to DESPP/DEMHS and OPM a revised budget and budget narrative equal to and in the same distribution of the grant award not later than 30 days after signing the grant. OPM must approve any changes to the budget/grant distribution. Cash requests will be withheld until the revision is received and approved by OPM.

SECTION 10: Grant Extensions.

- 10.1 If permissible, pursuant to the provisions of the relevant grant program, if the Grantee seeks an extension to the grant period, it is the Grantee's responsibility to request an extension in writing to DESPP/DEMHS not later than 45 days prior to the Grant's end date. Such requests will be considered on a case-by-case basis and decisions will be made at the sole discretion of OPM. Requests for extensions submitted later than the last 45 days prior to the Grant's end date may be denied. No extensions to the end date of a grant will be made if a grant's end date has already passed.

SECTION 11: Non-Supplanting.

- 11.1 The Grantee shall not use state funds conveyed by the grant to supplant any local funds, if a municipality, or other state funds, if a state agency, which were budgeted for purposes analogous to that of the state grant funds. DESPP/DEMHS or OPM may waive this provision upon request and for good cause shown, when it is satisfied that the reduction in local funds or other state funds, as the case may be, is due to circumstances not related to the grant.

SECTION 12: Municipal Public Works Contracts and Quasi-Public Agency Projects Funded in Whole or Part by the State in Excess of \$50,000.

- 12.1 Municipalities awarding municipal public works contracts and quasi-public agencies entering into contracts for quasi-public agency projects, funded in whole or part with grant funds awarded pursuant to this agreement, shall adhere to the requirements of Connecticut General Statutes §§ 4a-60, 4a-60a, 4a-60g, 46a-56, 46a-68c, 46a-68d, 46a-68g, and 46a-86 relating, but not limited to: nondiscrimination, affirmative action, and the set-aside program for small contractors and minority business enterprises. "Municipal Public Works Contract" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(14) and "Quasi Public Agency Project" is defined in accordance with Connecticut General Statutes § 4a-60g(a)(15).

SECTION 13: Conflict of Interest.

- 13.1 No person who is an officer, employee, consultant or review board member of the grantee shall participate in the selection, award or administration of a contract, subcontract, subgrant or agreement or in the selection and supervision of an employee if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employee, consultant or review board member or any member of his/her immediate family, or his/her partner, or an organization which employs, or is about to employ any of the above has a financial interest in the entity or firm selected for the contract, subcontract, or subgrant or when the individual employed is related to any of the foregoing persons.

Initials _____

SECTION 14: Disclosure of Contractor Parties Litigation.

- 14.1 The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

SECTION 15: Commission on Human Rights and Opportunities (CHRO).

- 15.1 Since this grant-in-aid is comprised of state funds, this Contract is subject to State set-aside and contract compliance requirements which were enacted under June 2015 Special Session Public Act 15-5 and became effective October 1, 2015. The Connecticut Commission on Human Rights and Opportunities (CHRO) is responsible for administering these requirements. The recipient must comply with these requirements, as applicable, relative to the award of the contract. Further information can be found on the CHRO web page at portal.ct.gov/chro. Well prior to going out to bid, please contact Alvin Bingham, the CHRO's Contract Compliance Unit Supervisor, via phone, at (860) 541-4709 or via email, at Alvin.Bingham@ct.gov.

Initials _____



STATE OF CONNECTICUT



DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION DIVISION OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY

State of Connecticut General Terms and Conditions

SECTION 1: Definitions.

- 1.1 Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum
- 1.2 Contract: This agreement, as of its effective date, between or among the Parties.
- 1.3 Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- 1.4 Goods: All things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation.
- 1.5 Goods or Services: Goods, Services or both, as specified in the Solicitation.
- 1.6 Perform: For purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in this Contract are referred to as "Perform," "Performance" and other capitalized variations of the term.
- 1.7 Records: All working papers and such other information and materials as may have been accumulated by the Contractor in Performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.
- 1.8 Services: The performance of labor or work, as specified in the Solicitation and as set forth in this Contract.
- 1.9 Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut Department of Administrative Services, even if the Agency has statutes, regulations and procedures which overlap DAS's. However, to the extent that the Agency has statutes, regulations or procedures which the Agency determines in its sole discretion to be inconsistent with DAS's, the Agency's shall control over those of DAS's. The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated.
- 1.10 State: The State of Connecticut, including the Agency and any office, department, board, council, commission, institution or other agency or entity of the State.
- 1.11 Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
- 1.12 Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

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SECTION 2: Audit Clause.

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

SECTION 3: Whistleblowing.

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

SECTION 4: Disclosure of Records.

- 4.1 This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

SECTION 5: Access to Contract and State Data.

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

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SECTION 6: Forum and Choice of Law.

- 6.1 The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

SECTION 7: Termination.

- 7.1 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- 7.2 Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- 7.3 The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- 7.4 Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

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

SECTION 8: Tangible Personal Property.

- 8.1 The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- 8.1.1 For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- 8.1.2 A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- 8.1.3 The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- 8.1.4 The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- 8.1.5 Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and

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penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

- 8.2 For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- 8.3 The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

SECTION 9: Indemnification.

- 9.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- 9.2 The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- 9.3 The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- 9.4 The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

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- 9.5 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency or the State is contributorily negligent.
- 9.6 This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

SECTION 10: Sovereign Immunity.

- 10.1 The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

SECTION 11: Summary of State Ethics Laws.

- 11.1 Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

SECTION 12: Audit and Inspection of Plants, Places of Business and Records.

- 12.1 The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- 12.2 The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

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- 12.3 The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- 12.4 The Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Agreement. The Contractor shall remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Agreement's setoff provision.
- 12.5 The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Agreement, or (ii) the expiration or earlier termination of this Agreement, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- 12.6 The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 12.7 The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

SECTION 13: Campaign Contribution Restriction.

- 13.1 For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

SECTION 14: Protection of Confidential Information.

- 14.1 Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- 14.2 Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- 14.2.1 A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

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- 14.2.2 Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - 14.2.3 A process for reviewing policies and security measures at least annually;
 - 14.2.4 Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - 14.2.5 Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- 14.3 The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.
- 14.4 The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- 14.5 Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of the Department.

The above section uses the terms "Confidential Information" and "Confidential Information Breach." Please use the following two definitions for those terms and include them, alphabetized, in the definition section of the contract:

Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include

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information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

SECTION 15: Executive Orders and Other Enactments.

- 15.1 All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- 15.2 This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- 15.3 This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

SECTION 16: Nondiscrimination.

- 16.1 For purposes of this Section, the following terms are defined as follows:
- 16.1.1 "Commission" means the Commission on Human Rights and Opportunities;
- 16.1.2 "Contract" and "contract" include any extension or modification of the Contract or contract;
- 16.1.3 "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 16.1.4 "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is

Please initial here to indicate that you have read and understand these conditions _____



different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;

- 16.1.5 "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 16.1.6 "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 16.1.7 "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 16.1.8 "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 16.1.9 "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- 16.1.10 "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

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

- 16.2 Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- 16.3 The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- 16.4 The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 16.5 The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

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- 16.6 The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- 16.7 The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 16.8 Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract

SECTION 17: Iran Investment Energy Certification.

- 17.1 Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.
- 17.2 If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in

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breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

SECTION 18: Large State Contract Representation for Contractor.

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

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

SECTION 19: Large State Contract Representation for Official or Employee of State Agency.

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

SECTION 20: Call Center and Customer Service Work.

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

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SECTION 21: Compliance with Consumer Data Privacy and Online Monitoring.

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

SECTION 22: Consulting Agreement Representation.

- 22.1 Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

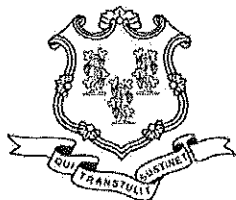
If YES:

Name of Former State Agency

Termination Date of Employment

Please initial here to indicate that you have read and understand these conditions _____





**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



**Grantee Point of Contact and
Administrative Plan Approval Form**

As the Grantee's Chief Executive, I authorize the following individuals to deal directly with the Department of Emergency Services and Public Protection for their related areas on behalf of the (Grantee)_____ for _____ (Project Description) Project #_____. I understand I will be copied on all correspondence. Additionally, my signature on this form approves the submission of this grant administrative plan to DESPP.

Contact Information	Grantee CEO	Project Contact	Financial Contact*
Name			
Title			
Agency			
Address			
Telephone			
Fax			
Email			

(Signature of Grantee CEO)

(Date)

(Print Name, Title)

** The Financial Contact must be the Grantee's Chief Fiscal Officer and cannot be the individual indicated as the Project Contact or the Grantee CEO.*

ADMINISTRATIVE PLAN TEMPLATE

<Insert Organization Letterhead Here>

A. Organization and Reporting

- I. Name of Grantee
- II. Governing Body for Grantee
- III. Legal Organization (Local Gov. Agency, Non-Profit 501(C)(3), Corp., etc.)
- IV. Composition
- V. Authority and Responsibilities
- VI. Office Address and Contact Information

B. Project Management

- I. Personnel
- II. Job Titles
- III. Credentials and Experience
- IV. Percentage of Time devoted to the project activities
- V. Reporting and Authority
- VI. Organization Chart
- VII. Roles and Responsibilities
- VIII. Consultants

C. Project Overview

Provide a brief description of the project.

D. Project Goals and Objectives

List the goals and objectives in outline format (A, B, C, etc. for goals 1, 2, 3, etc. for objectives under each goal).

Define the project goals: statements of desirable future conditions that answer the question. "What is this project trying to accomplish?" **Goals should be directly related to the project statement.** The goals should be clearly stated, realistic, and achievable. The accomplishment of goals should result in the successful completion of the project described in the overview.

State the project's objectives: more specific statements about how each of the goals will be achieved. **Objectives are measurable and focus on methods that will be used to complete the project described in the overview.** The objectives should be clearly stated, realistic and measurable.

Examples: the grantee will clearly identify the project goals and objectives using tangible measures, e.g., renovate approximately 40,000 square feet of existing industrial building space to accommodate modern commercial enterprise; or preparation and adoption of a master plan document, in accordance with Chapter 132 of the Connecticut General Statutes, to revitalize the commercial district.

E. Project Schedule

A project schedule will be prepared to plan and track major project activities and milestones. This will be tied directly with the project overview as well as the project goals and objectives.



State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program



Certification by Grantee Official Authorized to Execute Contracts

I, _____, (Name & Title) am authorized to execute the attached contract on behalf of the _____ (Grantee). I hereby certify that the selection of (the) _____ (Name of Person, Firm or Corporation) was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

I hereby certify that all state and local bidding and contracting requirements have been complied with in consultation with legal counsel.

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Notice: Any false statement made by you under oath that you do not believe to be true and which is intended to mislead a public servant in the performance of his or her official function may be punishable by a fine or imprisonment pursuant to Connecticut General Statutes Section 53a-157b.

Signature – (Grantee CEO)

Date

Print CEO Name and Title

Sworn and subscribed before me on this _____ day of _____, 20____

Commissioner of the
Superior Court Notary
Public

**State of Connecticut
Department of Emergency Services and Public Protection
Certified Resolution of the Legislative Body
Of A <Connecticut Municipality>**

WHEREAS, Pursuant to (State Statutory Reference) the Connecticut Department of Emergency Services and Public Protection is authorized to extend financial assistance for Public Safety projects; and

WHEREAS, it is desirable and in the public interest that the (Applicant) make an application to the State for (\$) in order to undertake (Name and Phase of Project) and to execute an Assistance Agreement.

NOW, therefore, be it resolved by the (legislative body of the applicant)

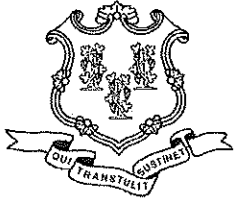
1. That is cognizant of the conditions and prerequisites for State Assistance imposed by (State Statutory Reference).
2. That the filing of an application by the (Applicant) in an amount not to exceed (\$) is hereby approved and that the (Name and Title of Authorized Official) is hereby authorized and directed to execute and file such application with the Connecticut Department of Emergency Services and Public Protection, to provide such additional information to execute other documents as may be required: to execute and Assistance Agreement with the state of Connecticut for State Financial Assistance if such an agreement is offered, to execute any amendments , revisions, and revisions thereto; and to act as the authorized representative of (Name of Applicant).

I, (Name of Town Clerk), Town Clerk for the Town of (Town Name), duly elected and qualified according to law and having custody of the seal of the Town of (Town Name) hereby certify that the above is a true and correct copy of a resolution duly adopted at a (regular) (Special) meeting of the (Legislative Body) of the Town of (Town Name) on (Month-Day-Year), and, that said resolution has not been amended, rescinded or revoked and remains in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Town of (Town Name) this (Date) day of (Month), A.D (Year).

(Name), Town Clerk

Affix Town Seal Here



**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



Bidding and Contracting Requirements

Bidding and Contracting Guidance

1. Conflict of Interest Notice

Members and relations of the governing body and/or staff of the grantee shall be prohibited from receiving contracts for material or services related to the Construction/Renovation.

2. The Bid Package (Instructions To Bidders)

- a) All construction plans and specifications are to be prepared by a licensed Professional engineer or architect.
- b) All bidders must receive the same information to assure that they are bidding on the same quantities and design documents.
- c) A date and time of public bid opening must be clearly specified on the Invitation to Bid Form.
- d) The Bid Package must comply with and include all Commission on Human Rights and Opportunities (CHRO) Contract Compliance Regulations and forms. For additional information, please see the following website locations:
 - i. Contract Compliance
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315904&chroPNavCtr>
 - ii. Contract Compliance Regulations
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=326596&chroPNavCtr>
 - iii. Contract Compliance FAQ
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315902&chroPNavCtr>
 - iv. Contract Compliance Forms
<http://www.ct.gov/chro/cwp/view.asp?a=2525&Q=315900&chroPNavCtr>
- e) All bidders must complete and return the required forms with their bid package.
- f) The Bid Package should clearly state the terms and conditions for bidding the project including the submission of the required forms. Bids not including these forms should be considered incomplete and rejected.
- g) DESPP must approve any exemption from the bidding process for Emergency Work.

3. Advertising Your Project

- a) The notice must run in the Public Notices section of a newspaper with statewide circulation and a local newspaper. The ad must end with the following statement:

"An Affirmative Action/Equal Opportunity Employer.
Minority/Women's Business Enterprises are encouraged to
apply."

- b) In addition to the local newspaper, trade media may also be used for placing project notices. These media are not intended as substitutes for the newspaper notices.

- 1) F.W. Dodge Reports (1-800-393-6343); or
www.dodge.construction.com
- 2) New England Construction News/CDC News (888-281-5593), or
www.cdcnews.com
- 3) The Blue Book www.thebluebook.com

- c) The notice must run for at least two (2) days.

- d) In cases where the total project cost is below \$100,000, bids may also be solicited by letter, fax or email. However, at least three quotations must be solicited for such a project.

- e) If, following advertisement in the newspaper, a change is made to the specifications, the amended specifications should be readvertised to allow all potential bidders an opportunity to bid.

- f) Additionally, Towns and Municipalities have the option of posting bids on State of Connecticut DAS Procurement Contracting Portal System; If not currently registered, may register at the following site:

https://portal.ct.gov/das/ctsource/ctsource?language=en_US or more information, visit DAS Procurement home page:
<http://das.ct.gov/cr1.aspx?page=8>

4. Material and Services

Material and service contracts may be procured with the following resources:

- a) Many State Department of Administrative Services (DAS) service contracts are available to municipalities for use.
- b) In cases where the total estimated material cost is below \$25,000, fax,

email or letter solicitation for prices is acceptable. However, at least three quotations must be solicited for the material, if not using a DAS Procurement State Contract.

5. Minority/Women Contractors

- a) According to Administrative Regulations issued by the Connecticut Commission on Human Rights and Opportunities to implement Connecticut General Statutes (CGS) 4a-60 and 4a-60g, grantees are required to make "good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials" on projects.
- b) Federal Financing (EDA, UD, CDBG, ETC.)

Federal funding carries its own Minority/Women's contracting requirements. You must comply. The granting sources will provide instructions.

- c) Minority Set-Asides

Municipalities may wish to designate a percentage of the work or set aside a certain rate for Minority/Women Owned contractors. Certain funding programs or municipalities have more stringent requirements, consult your Architect or call the Project Manager for assistance.

6. Bid Bonds/Certified Checks

- a. Municipalities

Municipalities must require bid bonds for contracts exceeding \$50,000 or subcontracts exceeding \$50,000 (CGS 49-41).

- b. Private Non-Profit Projects

- 1) Where the general contract exceeds \$100,000, the grantee shall require bid bonds or certified checks from the general contractor.
- 2) Contracts less than \$100,000.
 - The grantee shall negotiate a payment schedule, which, after an initial payment, will ensure that the grantee has fixed assets equal to subsequent payments. The grantee shall secure lien waivers if Subcontractors are employed. Consult your architect.

7. Insurance

- a) Contractor's Certificate of Insurance shall be required. The grantee is responsible for insuring that the levels are adequate.
- b) State of Connecticut shall be listed as an additional insured.
- c) Builder's Risk Insurance should be obtained either through the general contractor or grantee's agent with the State of Connecticut listed as A.T.I.M.A.
- d) The grantee shall ensure the existing Liability Insurance coverage is adequate. If not, secure a rider.
- e) The "Hold Harmless" endorsement of the insurance shall include the interest of the municipality and the State of Connecticut. The Contractor and Subcontractors and other interests shall be so named. This policy shall insure against all risks of physical damage except as modified by the Contract Documents and subject to the normal all risk exclusions.

8. Wage Rates

- a) Municipal grantees shall pay the prevailing wage rates on projects: (a) where the total cost of all work to be performed by all contractors and subcontractors in connection with new construction is \$400,000 or more; and (b) where the total cost of all contractors and subcontractors for remodeling, refurbishing, rehabilitation or repair is \$100,000 or more (C.G.S. 31-53g). The State Department of Labor's Wage and Workplace Standards Division (860-263-6549) will assist Municipalities in determining the prevailing wage rate.
- b) Where federal funds are involved, Davis-Bacon Act rates may apply. Consult funding source.

9. Prequalifying Bidders

- a) Municipal contracts for the construction or renovation of a public building, where the estimated value is \$500,000, or greater, may need to comply with Public Act 04-141. In such cases the contractors must be pre-qualified by the State of Connecticut Department of Administrative Services (DAS). Please visit DAS Procurement Contractor Prequalification Program home page <http://das.ct.gov/cr1.aspx?page=10>
- b) It is permissible to use AIA form A305, Contractor's Qualification Statement, as a prerequisite to bidding, PROVIDED prequalification does not prevent minority/women owned firms from bidding. Consult your architect.

10. Construction Managers in Place of General Contractors

Municipalities may employ a construction manager, but, if this management method is used, each subcontract must be bid employing the same procedures outlined above with a minimum of three bids for each subcontractor, advertising for each and compliance with minority regulations.

11. Selecting The General Contractor

- a) Lowest Responsible and Qualified Bidder
- b) Competitive Bidding - Contracts greater than \$100,000 for MGP Projects:

The grantee will give full opportunity for free, open and competitive bidding for each contract to be let by it calling for installation, construction, reconstruction, demolition, removal, site improvement work, or other similar work, as a part of the program, or for use on the program; will give such publicity to its advertisements or calls for bids for each such contract and will provide adequate competition; and the award of such contract, when made, will be made by it as soon as practicable to the lowest responsible and qualified bidder. As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary to faithful performance of the work. Should the grantee reject the lowest bidder as not responsible and/or not qualified, the grantee shall immediately notify DESPP of the reasons for the rejection and request DESPP concurrence. The Commissioner of DESPP shall at his/her discretion either approve or deny the grantee's rejection. The Grantee agrees to hold DESPP harmless from any and all claims by rejected bidders. (Funding Restrictions for State Bond Fund Contracts for Capital Development of Facilities, attached).

- c) In the event that the grantee does not believe the lowest bidder, as defined in "a" above, to be responsible and qualified, the grantee will notify DESPP requesting their concurrence in its choice before executing the general contract. In the event that there are less than three bidders, the grantee shall inform the Department and request instructions.
- d) Individual Physical development contracts under \$10,000 in value shall not be subject to competitive bid requirements.
- e) Performance, Labor and Material Payment Bonds

Municipal Projects where the general contract exceeds \$ 50,000 or a subcontract exceeds \$50,000 must require bonds (CGS 49-41).

MUNICIPALITIES WILL SUBMIT A CERTIFICATION OF COMPLIANCE VERIFYING ALL OF THE ABOVE BIDDING AND AWARD REQUIREMENTS WERE COMPLIED WITH ONCE THE GENERAL CONTRACT HAS BEEN EXECUTED. IN ADDITION, THE MUNICIPALITY WILL ATTACH THE GRANTEE'S AUTHORITY TO EXECUTE THE CONTRACT, i.e. BOARD RESOLUTION, ETC.

12. Land/Building Acquisition

- a) All available excess state property in the area should be considered for use before a search begins for any other property.
- b) If no suitable state property is found, the Municipality must advertise its needs and specifications in a newspaper having a substantial circulation in the area in which the property is being sought. A copy of the notice must be sent to the Connecticut Association of Realtors.
- c) If the property to be acquired is valued at less than \$100,000 one independent appraisal is to be prepared and submitted to DESPP.
- d) For property valued at \$100,000 or more, two independent appraisals shall be prepared and submitted to the DESPP.
- e) The purchase price of the property must not exceed the high appraised value unless approval is obtained from the State Properties Review Board. All attempts should be made to negotiate the lowest possible price.
- f) In all transactions, the acquisition of property should be an "arm's length" transaction.

Municipalities will submit a Certification of Compliance verifying all of the above requirements were complied with. This will be submitted with the required appraisals.

13. Grantee Responsibility

- a) It is the responsibility of the grantee, its architect and its Attorney to ensure that the documents are technically correct and complete and where necessary protect the grantee and the State of Connecticut from any and all claims.

- b) SAFEGUARDS: The grantee will comply with all relevant Local, State and Federal regulations, and comply with all standard contracting practices to safeguard the interests of the grantee and the State including, but not limited to, contractor performance, security, insurance, permits, and inspections and the provisions of the Funding Restrictions to this contract.
- c) The grantee shall erect a suitable sign attributing funding to State of Connecticut, Governor; Department of Emergency Services and Public Protection, Commissioner. **(sample attached)**

PROJECT SIGN

8'-0"

4' -



(INSERT NAME OF THE PROJECT)

PROJECT # _____

(INSERT NAME OF THE SPONSOR/DEVELOPER)

Constructed in cooperation with the

STATE OF CONNECTICUT
NED LAMONT, GOVERNOR

**Department of Emergency Services and Public
Protection**

Ronnell A. Higgins, Commissioner

and the (Insert Name of Town/City)
(Insert Name of Chief Elected Official and

(Insert Name of Architect)

(Insert Name of General Contractor)

SIGN PANEL: 3/4" MDO-EXT-APA PLYWOOD SUPPORTED WITH (2) 4X4
TREATED WOOD COLUMNS AND SECURED 4' INTO GRADE.
TOP OF SIGN AT 8'-0" ABOVE GRADE.

COLORS: ALL LETTERS AND SYMBOLS ARE TO BE ROYAL BLUE. THE
BACKGROUND WILL BE WHITE ENAMEL. BACK OF
PLYWOOD AND SUPPORT STRUCTURE SHALL BE PAINTED
MATTE BLACK.

TYPEFACE: HELVETICA MEDIUM

STATE SEAL: WILL BE PROVIDED BY THE DEPARTMENT OF EMERGENCY
SERVICES AND PUBLIC PROTECTION

LOCATION: SIGN MUST BE LOCATED TO BE CLEARLY VISIBLE TO THE
PUBLIC.

TIMING: INSTALL AT THE START OF CONSTRUCTION AND REMOVE
AT CONSTRUCTION COMPLETION.

14. Miscellaneous

- a) Change Orders: The Department does not approve or disapprove change orders. The Department reserves the right to review each change order, and advise the Municipality as to its appropriateness. If the change order is within the scope of the work approved by the Bond Commission, and funding is available (DESPP will not request additional funds) the grantee may approve change orders. DESPP reserves the right to determine the state funding eligibility of each change order.
- b) Bidding & Contract Documents: The Department of Emergency Service and Public Protection does not review or approval municipal bidding documents or contracts related to the Municipal Grant Program. It is the responsibility of the Municipality in conjunction with its legal counsel to ensure these documents are in compliance with all relevant local, state, and federal laws and/or program requirements
- c) Vendor Payments: The Department does not approve or disapprove payments to Contractors. Copies of each approved Payment Application shall be sent to this department as part of the Reimbursement Package.

15. Modification of the Selection Process

DESPP approval is required for any modification or change to the bidding or selection process.

FUNDING RESTRICTIONS FOR STATE BOND FUND CONTRACTORS FOR CAPITAL DEVELOPMENT OF FACILITIES

State financial participation is available in accordance with Connecticut General Statutes, section 32-220 thru 32-242a, chapter 22a-133k, section 4-66c, and section 32- 7, as may from time to time be amended, or additional similar legislation enacted; for grants-in-aid for capital development projects to enhance the delivery of economic development.

The following funding restrictions shall apply:

1. RIGHTS AND REMEDIES

- A. If the Contractor shall default in any of its obligations under this Contract, or shall commit or allow any breach of covenant hereunder, and such default or breach shall not have been remedied within thirty (30) days after notice thereof shall have been given by the Commissioner of the Department of Emergency Services and Public Protection (DESPP), or such longer period of time as the Commissioner of DESPP may allow, in writing, then, the State acting by the Commissioner of DESPP shall have, to the full extent permitted by law, each and all the following remedies:

- 1. The right of a writ of mandamus or injunction or similar relief

against the Contractor, or any or all of the members of its governing body, or against the officers, agents or representative of the Contractor, as may be appropriate, because of such default or breach;

2. The right to have a receiver appointed by a court of competent jurisdiction to take possession and control of the Program and of the property and assets of the Contractor, as pertain to the program;
3. The right to maintain any and all actions at law or suits in equity or other proper proceedings to remedy any defaults or breaches of covenants under this contract.

- B. If the State shall not exercise any of the remedies set forth in the preceding section for the remedying of any default or breach of covenant, or any other right or remedy, in no event shall such non-exercise be construed as a waiver of any subsequent default or breach of covenant.

II. COMPETITIVE BIDDING

The contractor will give full opportunity for free, open and competitive bidding for each Contract to be let by it calling for installation, construction, reconstruction, demolition, removal, site improvement work, or other similar work, as a part of the Program, or for use on the Program; will give such publicity to its advertisements or calls for bids for each such Contract as will provide adequate competition; and the award of each such Contract, when made, will be made by it as soon as practicable to the lowest responsible and qualified bidder. As used in this section, "lowest responsible and qualified bidder" means the bidder whose bid is the lowest of those bidders possessing the skill, ability and integrity to faithful performance of the work. Should the Contractor reject the lowest bidder as not responsible and/or not qualified, the Contractor shall immediately notify DESPP of the reasons for the rejection and request DESPP concurrence. The Commissioner of DESPP shall at his/her discretion either approve or deny the Contractor's rejection. By acceptance of this Contract, the Contractor agrees to hold DESPP harmless from any and all claims by rejected bidders.

III. ASSURANCES AS TO USE

The Contractor agrees to utilize the grants-in-aid provided hereunder pursuant to the statutory authority _____ for the purchase of and/or improvements to land and/or property as approved by the State of Connecticut, Department of Emergency Services and Public Protection, and in accordance with the contractor's Program Design, Part III, Page , of this contract, and in accordance with the Terms and Conditions of Parts I and III of this contract.

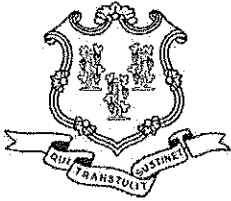
If the premises located at _____ which are being purchased and/or improved using these grant funds, cease within ten years from the date of final payment to be used as a _____, an amount equal to the amount of such funds, minus ten percent for each full year, which has elapsed from the date of final payment under this contract shall be repaid to the State.

When required by law, to assure repayment of funds granted resulting from circumstances described in the above paragraph, a lien shall be placed on such

property in favor of the State. The wording of the lien shall be approved by the State prior to placement.

IV. MISCELLANEOUS PROVISIONS

- A. The Contractor will adopt and enforce appropriate measures to ensure that no member of its governing body and none of its officers or employees shall, prior to the completion of the Program, knowingly acquire any financial interest in the Program or in any Contract or proposed Contract in connection with the undertaking of the Program.
- B. The Contractor will take all reasonable steps to ensure that the project property and land in the Program area was not acquired by it as a part of the Program at excessive prices, and to prevent any speculation in the holding of any such land or property.
- C. The Contractor will cause to be duly recorded in accordance with applicable local law all instruments which should be recorded in order to protect all if its rights, titles and interests in and to any Program land.
- D. Where tenants are, or maybe, displaced through the acquisition by purchase or lease of real property under this contract, the Contractor will make provision for their relocation and hold DESPP harmless from any and all claims, which may result from such relocation.
- E. The Contractor warrants that the funding schedule on the attached copy of the State Bond Commission item pertaining to this project is accurate and that all funding is in place and available. Further, the Contractor will inform the Department immediately of any change in the amount nature of the project funding. (**Attachment - State Bond Commission Agenda Item**).
- F. The Contractor will provide project status progress reports on **Contract No.** at sixty-day (60) intervals.



**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



**Professional Services Selections Process
For Services Valued Under \$50,000**

Overview

The following professional services selection guideline has been prepared to ensure fairness and equal opportunity to all firms and to secure the highest possible measure of professional service for a fair and reasonable fee.

Development of a Scope of Services

The Grantee (recipient of grant funds designated by bond language) is responsible for the preparation of a scope of services. DESPP reserves the right to review the scope of services prior to finalization. The scope of services should include the following:

- A general description of the intended project, including a description of the intended site, type of project, and proposed improvements.
- A list of unusual conditions and requirements.
- *A general description of the professional services to be provided.*
- *Any special expertise or unusual services that might be required.*
- *A time schedule for the overall project, including the selection process to retain a firm.*

Development of a Request for Proposal

The Grantee shall prepare a formal Request for Proposals (RFP) for the proposed project, which shall prescribe the manner, conditions, and requirements of the response submissions. This shall request respondents to indicate their interest in the project and illustrate their relevant project experience and overall capabilities to perform the required services. The RFP should include the following:

- The scope of services.
- An hourly rate and expense schedule.
- Fee proposal.
- Proposed project schedule.
- Team structure and resumes of team members. A list of selection criteria (e.g. professional credentials, competence, experience on similar projects, ability to perform the required service within the overall time schedule).

- The location and address where the responses are to be submitted.
- The time schedule for receipt of responses, date and time.

DESPP reserves the right to review the RFP prior to finalization.

Advertisement Procedure

- a) The Grantee should solicit responses from interested firms by newspaper legal notice advertisements or direct solicitation via letter, fax or email. Trade publications may also be used to advertise the RFP. A minimum of three responses should be received. Otherwise, justification should be provided. DESPP reserves the right to request and inspect this documentation. Additionally, Towns and Municipalities have the option of posting bids on State of Connecticut DAS Procurement Contracting Portal System; If not currently registered, may register at the following site: https://portal.ct.gov/das/ctsource/ctsource?language=en_US. For more information, visit DAS Procurement home page: <http://das.ct.gov/cr1.aspx?page=8>

Selection Committee

The developer/client/Grantee shall establish a selection committee, prior to the circulation of the RFP, to evaluate RFP responses, and make a final selection.

Review of Responses and Selection

The committee shall screen all responses received for compliance with the RFP. Responses that do not comply with the intent of the RFP should not be considered in the selection process.

Prior to the receipt of the proposals, the Committee shall establish evaluation criteria and forms for the purpose of evaluating and ranking each respondent's qualifications. Below are the minimum recommended evaluation factors:

- Qualifications and experience of the firm and personnel to be assigned to the project team.
- Ability to perform within time constraints.
- Firm's awareness of project issues, opportunities, and constraints.
- Project team's experience on similar projects.
- Quality and performance of past services.
- Hourly fees and expense schedule.
- Appropriate professional credentials (e.g., required CT licenses)

The committee shall review the responses and rank the firms according to their qualifications and criteria important to the project. The committee can either:

1. "short list" the top firms for interviews, or
2. select the firm deemed to be most qualified.

Copies of the RFP responses shall be provided to DESPP at the agency's request. DESPP reserves the right to participate and/monitor the selection committee deliberations, interview and selection process.

Review of Fee Proposals

The evaluation of each of the fee proposals by the selection committee shall consider the overall ranking of the firm and the fairness and reasonableness of the proposed fee. In determining fair and reasonable compensation to be paid, the committee shall consider the scope of services, the professional competence of the firm, the technical merits of the proposal and the ability of the firm to perform the required services within the time and budgetary limits of the contract. All proposals are to be considered confidential information until such time as the final selection is made and the contract is formally executed. The selection committee should select the most competitive fee proposal for final selection following an interview.

If there is a significant disparity among the fee proposals, the developer/client/Grantee should request each firm to substantiate their proposal during the selection process, as appropriate. If the review reveals that the overall scope of services has been misinterpreted or lacks sufficient clarity, then the committee shall issue appropriate clarification to each firm and request a resubmission of proposals.

Interview Process

If the committee chooses to interview the top firms, the firms should be provided at least one week advance notice of the date and time for their interview. Those firms not selected should be so notified.

Prior to the interviews, the committee shall prepare an evaluation form with predetermined selection criteria to allow interviewers to uniformly and independently evaluate the firms. The evaluation form shall reflect the requirements outlined in the scope of services and the RFP.

The interviewed firms shall be allotted the same amount of time for each interview. The committee members should evaluate and rate each firm during and/or immediately following each interview. After all interviews are completed the members should reassess their initial evaluation of each firm in comparison to the other firms' evaluations. The committee shall then rank the firms in order of overall preference.

Final Selection

The committee shall select the firm that, in accordance with the selection criteria, is most qualified to perform the required services.

Contract Execution

The selected firm shall be notified of its selection. Those firms not selected shall be so notified. The selected firm shall be requested to prepare and submit the applicable American Institute of Architects (AIA) or Engineers Joint Contract Document Committee (EJCDC) contract, or other contract form acceptable to DESPP, along with the required certificates of insurance.

The contract form shall be the current edition of the appropriate AIA or EJCDC document. These documents should be used in their entirety. Any proposed changes to the contract form should be coordinated with DESPP.

Review of Contract

A copy of the fully executed contract and certificates of insurance shall be submitted to the DESPP. DESPP reserves the right to review professional services contracts prior to execution.

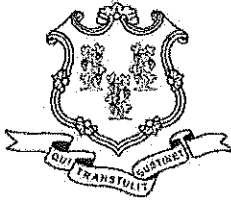
Records Maintenance

The Grantee shall maintain all records of the selection proceedings in accord with the applicable records retention policies. Such records shall be made available to the DESPP upon request.

Modification of the Selection Process

DESPP approval is required for any modification or change to the selection process.

The Department of Emergency Services and Public Protection does not review or approve municipal bidding documents or contracts related to the Municipal Grant Program. It is the responsibility of the Grantee in conjunction with its legal counsel to ensure these documents are in compliance with all relevant local, state, and federal laws and/or program requirements



**State of Connecticut
Department of Emergency Services and Public Protection
Municipal Grant Program**



**Professional Services Selections Process
For Services Valued Over \$50,000**

Overview

The following professional services selection guideline has been prepared to ensure fairness and equal opportunity to all firms and to secure the highest possible measure of professional service for a fair and reasonable fee.

Development of a Scope of Services

The Municipality is responsible for the preparation of a scope of services. DESPP reserves the right to review the scope of services prior to finalization. The scope of services shall include the following:

- A general description of the intended project, which includes a description of the intended site, type of project and number of units
- A list of unusual conditions and requirements
- Funding program requirements
- A general description of the professional services to be provided
- A general description of the deliverables to be produced by the professional
- Any special expertise or unusual services that might be required
- A time schedule for the overall project, including the selection process to retain a firm

Development of a Request for Qualifications

The Municipality shall prepare a formal Request for Qualifications (RFQ) for the proposed project, which shall prescribe the manner, conditions, and requirements of the response submissions. The RFQ shall request respondents to indicate their interest in the project and illustrate their relevant project experience and overall capabilities to perform the required services. The RFQ should include a minimum of the following:

- The scope of services

- The manner in which the firms qualifications shall be submitted which shall include the firms brochure, and relevant resume(s)
- An hourly rate and expense schedule
- Contact information for not less than three professional references
- A list of selection criteria (e.g. professional competence, experience on similar projects, ability to perform the required service within the overall time schedule)
- The location and address where the responses are to be submitted
- The time schedule for receipt of responses, date and time

DESPP reserves the right to review the Request for Qualifications (RFQ) prior to finalization.

Advertisement Procedure

- a) The Grantee shall invite responses from interested firms by advertisements inserted at least once in one or more newspapers having a general circulation in the state. The advertisement shall be placed in the legal notices section. The RFQ may be placed in the major trade journals and distributed to professional societies and provided directly to firms. The Grantee shall affirmatively seek small, minority, and women owned businesses. Additionally, Towns and Municipalities have the option of posting RFQ on State of Connecticut DAS Procurement Contracting Portal System; If not currently registered, may register at the following site: <http://www.das.state.ct.us/rfpdoc/SCPRegistrationForm.doc> For more information, visit DAS Procurement home page: <http://das.ct.gov/cr1.aspx?page=8>

Selection Committee

The Grantee shall establish a selection committee to screen and evaluate RFQ responses, select the qualification firms and request free proposals, interview qualified firms, and make final selection. The committee should be assembled prior to the release of the RFQ.

Review of Response and Completion

The committee shall screen all responses received for compliance with the RFQ. Responses that do not comply with the intent of the RFQ will not be considered in the selection process.

The Committee shall establish evaluation criteria and forms for the purpose of evaluating and ranking each respondent's qualifications. The evaluation forms shall be finalized prior to the receipt of the proposals. Below are the suggested

evaluations criteria:

- Proposed scope of services
- Qualifications and experience of personnel to be assigned to the project team
- Ability to provide the services within proposed project schedule time constraints
- Firm's awareness of project's issues, opportunities, and constraints
- Project team's composition and experience on similar projects
- Quality and performance of past services
- Hourly fees and expense schedule
- References feedback record

The committee shall review the responses and rank the firms according to their qualifications and criteria important to the project. The committee should develop a "short list" of the top three to five firms, which, in their judgments, are deemed to be most qualified to perform the required professional services.

Copies of the Statements of Qualification (SOQs) shall be provided to DESPP at DESPP's request. DESPP reserves the right to participate and/or monitor the selection committee deliberations, interview and selection process.

If fewer than five responses are received, then all qualified respondents could be considered eligible for further consideration.

Request for Fee Proposal

The grantee shall notify the short listed firms of their selection and request each firm to submit their fee proposal for complete services based on the scope of services, as amended if necessary. The request shall stipulate the date and time for receipt of the fee proposals. The request shall also indicate the terms and conditions of the contract and the required time frame for providing professional services. Those firms not selected to submit fee proposals shall be so notified.

Review of Fee Proposal

The evaluation of each of the fee proposals by the selection committee and grantee, shall consider the overall ranking of the firm and the fairness and reasonableness of the proposed fee. In determining fair and reasonable compensation to be paid, the committee shall consider:

- The scope of services,
- The professional competence of the professional firm,
- The technical merits of the proposal,
- The ability of the firm to perform the required services within the time and

DESPP MGP Personal Services Selection

Process Valued Over \$50,000.00

budgetary limits of the contract,

- The fee for which the services are to be rendered.

All proposals are to be considered confidential information until such time as the final selection is made and the contract is formally executed. The selection committee should select the most competitive fee proposals for final selection following an interview.

If there is a significant disparity among the fee proposals the grantee shall request each firm to substantiate their proposal during the interview, as appropriate. If the review reveals that the overall scope of services has been misinterpreted or lacks sufficient clarity, then the committee shall issue appropriate clarification to each firm and request a resubmission of proposals.

Interview Process

The grantee shall arrange an interview of the top firms. The firms should be provided at least one-week advance notice of a date and time for their interview. Those firms not selected shall be so notified.

Prior to the interviews the committee shall prepare an evaluation form with predetermined selection criteria to allow interviewers to uniformly and independently evaluate the firms. The evaluation form may include the following:

- Project team management plan.
- Experience of project team.
- Location and quality of office facilities.
- Project control measures to monitor schedule and budget.
- Availability of staff, based on firm services load.
- Project approach.
- Quality of services of similar projects.
- Awards and past grantee recommendations.
- Financial stability of firm.
- Overall team rating.

The interviewed firms shall be allotted the same amount of time for their interview. The committee members evaluate and rate each firm during and/or immediately following each interview. After all interviews are completed the members should reassess their initial evaluation of each firm in comparison to the other firms' evaluations. The committee shall rank the firms in order of overall preference.

Final selection

DESPP MGP Personal Services Selection
Process Valued Over \$50,000.00

The committee shall select the firm, which in accordance with the selection criteria, is most qualified to perform the required design services. The selection committee should provide a formal written recommendation of selection to the grantee.

Contract Execution

The selected firm shall be notified of its selection. Those firms not selected shall be so notified. The selected firm shall be requested to prepare and submit the applicable contract along with the required certificates of insurance.

For architectural and engineering contracts, the contract form should be the current edition of the appropriate American Institute of Architects (AIA) or Engineers Joint Contract Document Committee (EJCDC) document. These documents should be used in their entirety.

Review of Contract

A copy of the fully executed contract and certificates of insurance shall be submitted to the Department of Emergency Services and Public Protection (DESPP). DESPP reserves the right to review professional services contracts prior to finalization.

Record Maintenance

The grantee shall maintain all records of the selection proceedings in a safe and secure manner. Such records shall be made available to the Department of Emergency Services and Public Protection upon request.

Modifications of the Selection Process

DESPP approval is required for any modification or change to the selection process.

The Department of Emergency Services and Public Protection does not review or approve municipal bidding documents or contracts related to the Municipal Grant Program. It is the responsibility of the Municipality in conjunction with its legal counsel to ensure these documents are in compliance with all relevant local, state, and federal laws and/or program requirements

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

6

October 18, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

RECEIVED FOR RECORD
WATERFORD, CT
2024 OCT 28 P 12:20
ATTEST: *[Signature]*
TOWN CLERK

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, October 9, 2024, it was voted to recommend to the Representative Town Meeting, appropriating **\$37,500** from the currently designated **line #20541-57238 Alewife Cove** to fund a matching grant contribution to the National Fish and Wildlife Foundation 2022 Long Island Sound Futures Fund Grant Award for the Stabilization of Alewife Cove Study.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

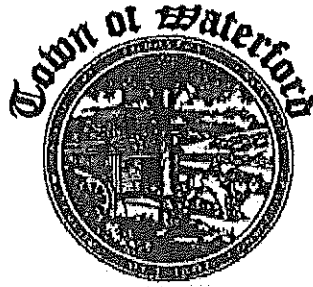
Glenn Patterson, Chairman
Board of Finance

Enclosure: Planning & Zoning, Alewife Cove Study

GP/rlh

Cc: Town Clerk

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

DEPARTMENT OF PLANNING AND DEVELOPMENT

MEMORANDUM

TO: Rob Brule, First Selectman

FROM: Jonathan Mullen AICP, Planning Director *JM*

DATE: September 20, 2024

TITLE: Appropriation Request Matching Grant Contribution to the National Fish and Wildlife Foundation 2022 Long Island Sound Futures Fund Grant Award for the Stabilization of Alewife Cove Study

This request is for an appropriation in the amount of \$37,500 from Capital and Non-recurring designated line #20541-57328 -- Alewife Cove to meet the Town of Waterford's \$37,500 matching contribution pledge.

Appropriation Request: Alewife Cove, Line #20541-57238.

	Line Item	Amount Requested
To: Alewife Cove Stabilization Study Matching Contribution for NFWF Grant	20541-57328	\$37,500
Total		\$37,500

The requested funds along with additional funding in the amount of \$12,500 appropriated by the Board of Finance on September 11, 2024 will fulfill Waterford's \$50,000 local matching fund commitment to the National Fish and Wildlife Foundation's 2023 Long Island Sound Futures Fund for the Stabilization of Alewife Cove Study.

*Pending
Bos
Approval*

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	1. NFWF PROPOSAL ID: B1285	2. NFWF GRANT ID: 140124.081285
		3. UNIQUE ENTITY IDENTIFIER (UEI) N3JWR6M16RJ4	4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS) N/A
5. SUBRECIPIENT TYPE State or Local Government		6. NFWF SUBRECIPIENT City of New London, CT	
7. NFWF SUBRECIPIENT CONTACT Adriana Reyes 181 State Street New London, CT 06320 areyes@newlondonct.org		8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION Alexander Bobaczko National Fish and Wildlife Foundation 1133 15th Street, N.W. Suite 1080 Washington, D.C. 20005 202-857-0166 Alexander.Bobaczko@NFWF.ORG	
9. PROJECT TITLE Planning to Restore Alewife Cove (CT)			
10. PROJECT DESCRIPTION Develop a nature-based plan engaging 500 members of the public at three public education events focused on restoring Alewife Cove at the mouth of Long Island Sound and the Thames River, Waterford and New London, Connecticut. Project will establish a pathway to increasing shoreline resilience to storms and restoring important Coastal Habitat on the shoreline of Long Island Sound.			
11. PERIOD OF PERFORMANCE November 1, 2023 to November 1, 2025	12. TOTAL AWARD TO SUBRECIPIENT \$399,865	13. TOTAL FED. FUNDS \$399,865	14. TOTAL NON-FED. FUNDS N/A
15. FEDERAL MATCH REQUIREMENT \$3,190.40		16. NON-FEDERAL MATCH REQUIREMENT \$126,657.65	
17. SUBRECIPIENT INDIRECT COST RATE TERMS The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project's period of performance.			
18. TABLE OF CONTENTS			
SEC.	DESCRIPTION		
1	NFWF Agreement Administration		
2	NFWF Agreement Clauses		
3	Representations, Certifications, Obligations, and Other Statements - General		
4	Representations, Certifications, and Other Statements Relating to Federal Funds - General		
5	Representations, Certifications, and Other Statements Relating to Federal Funds - Funding Source Specific		
6	Other Representations, Certifications, Statements and Clauses		

Alewife Cove Stabilization			
Cash Match- City	\$ 24,992.00	\$ 24,992.00	\$ 49,984.00
Cash Match- Waterford	\$ 37,500.00	\$ 12,484.00	\$ 49,984.00
Alewifa Cove Conservancy	\$ 5,000.00		\$ 5,000.00
In-kind (does not get appropriated)	\$ 12,440.00	\$ 12,440.00	\$ 24,880.00
Grant	\$ 399,865.00		\$ 399,865.00
Totals:	\$ 479,797.00	\$ 49,916.00	\$ 529,713.00
Grant	\$ 399,865.00		
Match	\$ 129,848.00		
Total Project	\$ 529,713.00		

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	B. NFWF DEJO	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOTAL AWARD TO NFWF	F. TOTAL CASH TO SUBRECIPIENT	G. FS END DATE	H. CFDA
U.S. Environmental Protection Agency	PC-R584	09/06/2023	LI-00A01223	\$12,650,000.00	\$399,865	9/30/2028	66.437

20. NOTICE OF AWARD			
The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the period of performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.			
A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)		D. NAME AND TITLE OF NFWF AWARDOING OFFICIAL	
Michael E. Passero, Mayor		Holly A. Barnford, Chief Conservation Officer	
B. SUBRECIPIENT BY	C. DATE	E. NATIONAL FISH AND WILDLIFE FOUNDATION BY	F. DATE
	2-9-2024		3/7/2024
NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibility, education, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title IX. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer, accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Categories.			

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Annual Financial Report	November 1, 2024
Interim Programmatic Report	November 1, 2024
Final Financial Report	February 1, 2026
Final Programmatic Report	February 1, 2026

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

May 3, 2023

Long Island Sound Futures Fund 2023
1133 Fifteenth Street NW, Suite 1000
Washington, DC 20005

To Whom It May Concern:

I am writing to support the City of New London and the Town of Waterford's joint grant application to the National Fish and Wildlife 2023 Long Island Sound Futures Fund for the Alewife Cove Conservation Project. This regional project supports ecological restoration and coastal resiliency work to preserve and enhance Alewife Cove and our community beaches. Waterford recognizes the importance of managing the health of our coastal resources and preserving our beaches as essential places for people to access the Sound.

This project will provide both communities with the technical information and necessary community input to restore and promote the resiliency of ecological services and functions of this coastal embayment and surrounding beaches. We will work towards stabilizing the Alewife Cove outlet, restoring tidal exchange to improve water quality and marine habitat within the cove estuary, and preparing for future impacts due to changing sea levels and storm surges. The funds also support costs associated with community engagement to promote Environmental Justice initiatives and collaborations that promote equitable access, appreciation, and understanding of Long Island Sound.

Waterford is committed to this project and will provide in-kind services from Town staff and a phased cash match. The Town currently has \$37,500 in appropriated capital funds to apply to this project. Upon award of the grant, the Town will seek the remaining \$12,500 match through its funding process. The City of New London is the principal applicant for the grant. Still, the Town of Waterford will actively participate in project activities, and both municipalities will have management authority over the site. The Town of Waterford permits the aforementioned project activities to occur at the site.

I appreciate your consideration of this critical project and the exciting partnership between the City of New London and the Town of Waterford.

Sincerely,

Robert Brule, First Selectman
Town of Waterford, CT
15 Rope Ferry Road, Waterford, CT 06385

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385 2886



PHONE: 860-442-0553
www.waterfordct.org

**Board of Finance
Regular Meeting Minutes**

**Wednesday, September 11, 2024
Town Hall Auditorium 7:00 p.m.**

- Present:** Glenn Patterson, Robert Tuneski (7:05pm), Bill Sheehan, Michael Rocchetti (7:05pm), Joseph Filippetti, Ron Fedor (7:05pm), Josh Kelly
- Elected:** Rob Brule, First Selectman; Susan Driscoll, RTM Member; Abbas Danesh, Treasurer; Tom Dembek, RTM Member; Pat Fedor, BOE Chairwoman; Nick Gauthier, RTM Member
- Staff:** Kimberly Allen, Director of Finance; Ryan McNamara, Program Coordinator Recreation & Parks; Tom Giard, Superintendent Waterford Public Schools; Joseph Mancini, Director of Finance/Operations Waterford Public Schools; Stephen Dubicki, Jr., Fire Marshall; Jon Mullen, Planning Director; Maureen Fitzgerald, Environmental Planner; Rebecca Hall, Administrative Assistant Finance Office/BOF Recording Secretary
- Other:** Nick Kepple, Suisman Shapiro, Town Attorney *by phone;

RECEIVED FOR RECORD
WATERFORD CT
2024 SEP 17 11:10:50
ATTEST: David J. Suisman
TOWN CLERK

1. **Establishment of a quorum and call to order**
A quorum was established and the Regular Meeting of the Board of Finance was called to order at 7:00 p.m. September 11, 2024.
2. **Public Comment:**
 - a. Narcisse Greene, parent at Great Neck Elementary School, urged the Board of Finance to approve the requested money by the Board of Education to fund the remediation of the Great Neck Elementary School Field. Ms. Greene feels the children need a working field and safe area to play.
 - b. Nick Gauthier, RTM Member, 38 Norman Street, Waterford, spoke to support appropriating funds for the BOE Great Neck School Field project. Mr. Gauthier praised Ms. Greene and other parents in their efforts to get this project started.
3. **Approval and acceptance of minutes:**
Special Meeting on August 14, 2024

Motion by Bill Sheehan and seconded by Joe Filippetti to approve the minutes of the August 14, 2024 Special Meeting as revised.

Friendly Amendment Requested by Robert Tuneski and seconded by Michael Rocchetti, to wait for counsel from Town Attorney Nick Kepple, to further the conversation regarding Josh Kelly's eligibility to be appointed as well as elected to a seat on the Board of Finance.

Josh Kelly suggested the original motion should stand as that motion would not be affected by the conversation with the attorney and the outcome of that conversation would have no bearing on the motion for approval of the minutes.

Bill Sheehan said it was not appropriate to discuss [at this point in the agenda] and the Board could possibly move the discussion with the attorney to "New Business". Mr. Sheehan did not accept the Friendly Amendment.

Mr. Tuneski and Michael Rocchetti sought amendments to the revised Special Meeting Minutes. Josh Kelly added that there are many other corrections that need to be added.

Bill Sheehan accepted Friendly Amendment.

Motion by Bill Sheehan to remove his original motion. **New motion** by Bill Sheehan and **seconded** by Michael Rocchetti to postpone approval of the August 14, 2024 Special Meeting Minutes.

Vote: 7-0-0

Motion: Passed

Regular Meeting on August 14, 2024

Motion by Bill Sheehan and **seconded** by Michael Rocchetti to approve the minutes of the August 14, 2024 Regular Meeting.

Vote: 7-0-0

Motion: Passed

4. To consider and act on a request for an appropriation from the Board of Education for moisture and drainage remediation of the Great Neck Elementary School Field in the amount of \$278,750 and forward to the RTM if required.

Discussion began with opening remarks by Tom Giard, Superintendent of Waterford Public Schools, along with Joseph Mancini, Director of Finance/Operations Waterford Public Schools, and Kevin Dufour, (by phone) of Tom Irwin Advisors, Inc. Mr. Giard began by saying the school was built in the early 2000's and the field was previously a wetland area. The BOE commissioned a study to be done by Tom Irwin Advisors, Inc. to determine why extra moisture issues were occurring and possible solutions to the problems. Out of 185 days in the school year, the grass field was unusable for approximately 50 days.

Robert Tuneski asked who Tom Irwin Advisors, Inc. is and asked the BOE to explain what they do. Mr. Giard responded stating they are soil experts who specialize in high performance sports fields throughout the country. Tom Irwin Advisors, Inc. has been involved with town work in multiple capacities. He shared that Ryan McNamara, Director of Recreation & Parks, recommended the company.

Bill Sheehan asked the BOE why this project was not in the Capital Plan request. Mr. Giard responded that the field has been mostly usable until recently as it has been less accessible. The BOE didn't think it would be a capital project and had hoped that the issues could be fixed in-house with existing equipment from town departments.

Bill asked Mr. Dufour why the contingency was so high (25%) for this project. The Tom Irwin representative responded saying the high contingency helps cover any additional costs for potential surprises that may arise during the project.

Mr. Tuneski asked if a civil engineer would be used to which Mr. Dufour responded that they can bring one in as needed. Mr. Tuneski asked if an engineer is with this company to certify their work. Mr. Dufour replied "no".

Michael Rocchetti asked four (4) questions:

1. Why did this happen at the field?
 2. Will the issue reoccur?
 3. Is this the only company asked to look at the project?
 4. Is the field able to be rototilled and back filled?
-
1. Ryan McNamara responded saying there is a compaction issue below the surface of the soil which prevents grass from establishing a solid root system. The town has used sound wave treatment to reduce compaction but that had minimal effect. The town has also aerated and reseeded the property to no avail.
 2. Unanswered
 3. Tom Giard said Tom Irwin Advisors, Inc. is the only company contacted by the BOE to look at the site.
 4. Kevin Dufour of Tom Irwin Advisors, Inc. said there could be some short-term fixes but the type of soil at the field will always hold water and recommends replacing it. Bottom line is there are temporary fixes but those options would need to be repeated often.

Rob Tuneski questioned if the field has irrigation now? Tom Giard said no. Mr. Dufour added that a field at an elementary school has many limitations for weed control chemicals and water maintenance will be key in establishing solid seeding and producing healthy grass. Irrigation will be vital in this process. Mr. Tuneski asked if all of our town fields have irrigation to which Mr. McNamara said several do, but not all.

Bill Sheehan asked if the proposal includes installing drainage equipment (i.e. piping) under the soil to move water away from the playing area. Mr. Dufour responded saying a drain will run outside of the field and this will collect and drain into a sub graded area to be moved away from the field as well as pitching the area properly.

Mr. Tuneski asked if there is a warranty on the work proposed to which Mr. Dufour answered that it would depend on the actual contractor selected in the bid process.

Chairman Patterson noted that from a Board of Finance point of view, this project should have been added to the Capital Plan to formalize taking action on it. He believes that Recreation & Parks along with the BOE could have identified this project better. He commended the BOE for providing answers and information to the BOF for the meeting.

Motion by Bill Sheehan and seconded by Ron Fedor to designate \$278,750 to a "New Project" line item from the Undesignated Fund Balance of the Capital Nonrecurring Expenditure Fund (line item #205-31520) and forward to the RTM as required.

Vote: 7-0-0

Motion: Passed

5. To consider and act on a request for an additional appropriation from Rob Brule, First Selectman, on behalf of the Waterford Fire Services, in the amount of \$14,486 for the retirement payout of Director of Fire Services, Michael Howley, to line #10123-51110 Administration and forward to the RTM if required.

Motion by Robert Tuneski and seconded by Ron Fedor to transfer \$14,486 from FY25 Contingency Fund to line #10123-51110 Administration.

Vote: 7-0-0

Motion: Passed

6. To consider and act on a request for a FY25 Out-of-Series Transfer from Alan Wilensky, Tax Collector, in the amount of \$600 for a paper folding machine per the following compilation from the Transfer Request Form.

Motion by Bill Sheehan and seconded by Joseph Filippetti to transfer \$600 as follows:

**TOWN OF WATERFORD
TRANSFER REQUEST FORM**
Out of Series Transfer Request

FY2025

Tax Collector
DEPARTMENT

Line No.	Org. Code	Object Code	Object Description	APPROVED Budget Amount	CURRENT Available Budget	ACCOUNT INCREASE	ACCOUNT DECREASE	REVISED Available Budget
1	10106	51210	Clerical/Technical	\$8,733.00	\$8,733.00		600.00	\$8,133.00
2	10106	53010	Office Supplies	160.00	260.19	600.00		\$60.19
TOTAL						600.00	600.00	

Explanation

The Tax Office is in need of a paper folding machine. I have available funds in the Clerical/Technical line item as the former full time employee in the office has retired and the new employee has entered at a lower salary level.

Vote: 7-0-0

Motion: Passed

7. To consider and act on a request for an additional appropriation from Jon Mullen, Planning Director, for the joint grant application for the Alewife Cove Conservation Project, in the amount of \$12,500 for line # 20541-57328 (Alewife Cove Dredging) and forward to the RTM if required.

Bill Sheehan questioned why this project was not under management of the Flood & Erosion Control Board but rather Planning Department. Maureen Fitzgerald, Environmental Planner, stated that the process of this project has been long and included multiple grant applications and money allocations for each step of the project. The Town of Waterford's Flood & Erosion Control Board is small and is not enough to properly manage a project of this size. Jon Mullen, Planning Director, added that while Waterford provided funding, the City of New London will be the lead on the project with Waterford offering assistance as needed. After assessing the project, it was determined by the Planning Department that the Environmental Planner's time could not be allotted to fully manage the site.

Motion by Ron Fedor and seconded by Josh Kelly to transfer \$12,500 from Contingency Fund to line # 20541-57328 (Alewife Cove Dredging).

Vote: 7-0-0

Motion: Passed

8. To discuss and take possible action on rescinding BOF Policy 4.01 Board of Education Non-Lapsing Account, based on the revising of Connecticut State Statute Section 10- 248a during the last legislative session.

Policy 4.01 will be kept as approved at the Board of Finance July 17, 2024 Regular Meeting with modifications. The changes will be to remove any verbiage from the policy indicating approval from the Board of Finance for allocation of BOE funds. Finance Director Allen will update the document with said modifications from the Board of Finance.

Motion by Bill Sheehan and seconded by Joseph Filippetti to revise the policy as discussed at this meeting.

Vote: 7-0-0

Motion: Passed

9. To consider and act on the BOF FY2026 Budget Submission Guidelines as provided by the Finance Director, Kimberly Allen, per BOF Policy 1.01.

Chairman Patterson opened discussion referring to the backup documents supplied for the meeting. Bill Sheehan noted how he liked the paragraph on looking ahead at large ticket items. Director Allen said she can add verbiage/parameters for these items. Chairman Patterson concluded that these items can be identified as reasonably anticipated by the departments.

Motion by Joseph Filippetti and seconded by Josh Kelly to accept the Budget Guidelines as written with revisions discussed at this meeting.

Vote: 7-0-0

Motion: Passed

10. Old Business:

- a. Director of Finance, Kimberly Allen requesting again for bio's of all Board of Finance members per auditor's request. Reminder to please provide disclosures for audits.

11. **New Business:** The town's attorney, Nick Kepple, was requested by board members to be present to answer questions regarding the appointment and possible elective eligibility of Josh Kelly to the Board of Finance as discussed in the Special Meeting on August 14, 2024. Attorney Kepple joined the meeting by phone. Robert Tuneski opened discussion with Attorney Kepple by requesting the attorney's insight on the following:

- a. Josh Kelly's eligibility to serve on the Board of Finance
- b. Josh Kelly's eligibility to be elected to the Board of Finance

Attorney Kepple stated that the Hatch Act referenced in the Special Meeting on August 14, 2024 does not prohibit an employee (of such an agency as the TVCCA) to be appointed. Mr. Kepple said from his research and general knowledge of the Hatch Act, Mr. Kelly is ok to be appointed. Once appointed, does any of his work at TVCCA continue to be a conflict of interest? Mr. Kepple's knowledge is that Mr. Kelly must recuse himself on issues regarding the TVCCA or other similar potential conflicts.

It was pointed out that Mr. Kelly's mother is on the Board of Education. Mr. Kepple added that using the Code of Ethics, if a financial benefit is presented to an immediate family member, Mr. Kelly would need to abstain from voting.

Ron Fedor said in conversation with the Ethics Commission regarding his family members being town employees and part of the Board of Education, the Commission advised him that the mere "perception" of a potential conflict of interest is sufficient enough to prohibit participation in a vote.

Mr. Kepple spoke with his partner, Rob Avena, who was involved with the Ethics Commission and he doesn't think the word "perception" is used. Specifically, under the code itself (Part B), it notes that if there is any direct monetary gain or loss to immediate family members, the board member must recuse themselves from voting on that item.

Mr. Tuneski said that Mr. Fedor has abstained from all votes by the Board of Finance in the past involving the Police Department and Board of Education due to family connections. Does he no longer need to recuse himself? Mr. Kepple clarified that he doesn't see any issue unless the votes pertain to specific offices/jobs of his family members.

Mr. Tuneski requested further discussion of the Hatch Act. He wants to defer the decision of Mr. Kelly's eligibility until closer to election time. The Board should review the circumstances prior to making that decision. Mr. Kepple said he does not agree with Mr. Kelly's interpretation of the elective office eligibility under the Hatch Act.

Josh Kelly said in his opinion, Mr. Kepple has not seen how his salary is derived at the TVCCA so he may not have all of the information necessary to make a decision on his eligibility.

Mr. Tuneski said discussion by the BOF during the Special Meeting in August was that a question was considered of why the Board would appoint a candidate now if that candidate would not be eligible for election in the near future. He is concerned there is much more to discuss as election time comes up. Michael Rocchetti and Robert Tuneski both said the haste of the BOF at the time of Mr. Kelly's appointment without proper counsel is most concerning.

12. Liaison Reports:

- a. Robert Tuneski: Oswegatchie Fire House Building Committee will be sharing the new 10,000 square foot floor plan in October at the RTM meeting. They are probably within \$9-11 million for the total project.

13. Correspondence:

- a. Bill Sheehan asked Director Allen about a note at the end of the report for the CNR Fund provided in the monthly financial reports for the Town Accountant pertaining to the General Ledger. He asked the Finance Director to obtain information from the Town Accountant for clarification of the note and data provided. Bill believes the information from the General Ledger should be up to date and the "gospel" of the finances for the town. He added if there is an error on the Ledger, there may be an error in the software used and it is more likely to have an error in the Excel Spreadsheet.

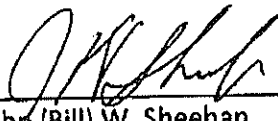
14. Adjournment

Motion by Robert Tuneski and seconded by Michael Rocchetti to adjourn the Regular Meeting of the Board of Finance at 9:18pm.

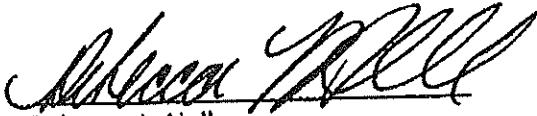
Vote: 7-0-0

Motion: Passed

Respectfully submitted,



John (Bill) W. Sheehan,
Clerk of the Board of Finance



Rebecca L. Hall,
Recording Secretary

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

7

November 14, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, November 13, 2024, it was voted to recommend to the Representative Town Meeting, to appropriate **\$374,500 from the designated Line Item #20511-57870 Mago Point Improvements** for the Town's contribution to the municipal/state improvements to the Mago Point parking lot and state launching area, pursuant to the contract provided.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Planning & Zoning, Approp Mago Point

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 | P 1:28
ATTEST: *[Signature]*
TOWN CLERK

1. THE STATE BUSINESS UNIT AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.

2. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH BY THE OFFICE OF POLICY AND MANAGEMENT PERSONAL SERVICE AGREEMENT STANDARDS AND PROCEDURES.

(1)
☒ ORIGINAL

☐ AMENDMENT

(2) IDENTIFICATION #s.
P.S.

P.O.

(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO

CONTRACTOR

(3) CONTRACTOR NAME
TOWN OF WATERFORD

CONTRACTOR ADDRESS
15 Rope Ferry Road, Waterford, CT 06385

CONTRACTOR FEIN/SSN
-

STATE
AGENCY

(5) AGENCY NAME AND ADDRESS
DEEP - Bureau of Outdoor Recreation, 79 Elm Street, Hartford, CT 06106-5127

(6) Dept No.
DEP43000

CONTRACT
PERIOD

(7) DATE (FROM)
Execution

THROUGH (TO)
Execution + 5 years

(8) INDICATE
☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ☒ NEITHER

COMPLETE
DESCRIPTION
OF SERVICE

(9) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)

1. Performance: Do, conduct, perform or cause to be performed in a satisfactory and proper manner as determined by the Commissioner of Energy and Environmental Protection, all work described in Appendix A, which is attached hereto and made a part hereof.

Appendix A consists of 5 pages numbered A-1 through A-5 inclusive.

Page 1 of 7

Standard Terms and Conditions are contained in Pages 2 through 7 and are attached hereto and made a part hereof.

COST AND
SCHEDULE OF
PAYMENTS

(10) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

Cost and Schedule of Payments is attached hereto as Appendix B and made a part hereof. (Appendix B consists of 1 page numbered B-1).

Total Payments Not to Exceed the Maximum Amount of \$568,000.00.

(11) OBLIGATED AMOUNT
\$568,000.00

(12) Amount	(13) Dept	(14) Fund	(15) SID	(16) Program	(17) Project	(18) Activity	(19) Bud Ref	(20) Agency CF 1	(21) Agency CF 2	(22) Account
\$568,000.00	DEP43153	12060	35328	64003	DEP-Nonproject		2024			55050

An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

ACCEPTANCES AND APPROVALS

(23) STATUTORY AUTHORITY

CGS Sec. 4-8 as amended; CGS Sec. 22a-6(a)(2) as amended
CGS Sec. 7-148(c) as amended (mun. auth.)

(24) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)

TITLE
Robert J. Brule, First Selectman, Waterford

DATE

(25) AGENCY (AUTHORIZED OFFICIAL)

TITLE
**Michael Lambert, Chief
Bureau of Outdoor Recreation**

DATE

(26) ATTORNEY GENERAL (APPROVED AS TO FORM)

DATE

DISTRIBUTION: CONTRACTOR

AGENCY

FUNDS AVAILABLE: _____

Pending BOS Approval

1. Definitions:

- (a) State. The State of Connecticut, including the Department of Energy and Environmental Protection and any office, department, board, council, commission, institution or other agency of the State.
- (b) Commissioner. The Commissioner of Energy and Environmental Protection or the Commissioner's designated agent.
- (c) Parties. The Department of Energy and Environmental Protection (DEEP or Agency) and the Contractor.
- (d) Contractor Parties. Contractor Parties shall be defined as a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to the "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the Parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the terms "Contractor."
- (e) Contract. This agreement, as of its Effective Date, between the Contractor and the State for any or all goods or services as more particularly described in Appendix A.
- (f) Execution. This contract shall be fully executed when it has been signed by authorized representatives of the parties, and if it is for an amount of Twenty-five thousand dollars (\$25,000.00) or more, by the authorized representative of the state Attorney General's office.
- (g) Exhibits. All attachments, appendices or exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
- (h) Records. For the purposes of this Contract, records are defined as all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (i) Confidential Information. Confidential Information shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (j) Confidential Information Breach. Confidential Information Breach shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
- (k) Claim. Claim shall mean, all actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
2. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Agency for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.
3. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
4. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination

and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.

5. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the State and the Agency all in an electronic format acceptable to the State prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the Agency. Contractor shall provide an annual electronic update of the three documents to the Agency and the State on or before each anniversary of the Effective Date during the Contract term. State shall

be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

6. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

7. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

8. Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

9. Confidential Information. The Agency will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Agency receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL," the Agency will endeavor to keep said information confidential to the extent permitted by law. The Agency, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Agency or the State have any liability for the disclosure of any documents or information in its possession which the Agency believes are required to be disclosed pursuant to the FOIA or other requirements of law.

10. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Agency or State concerning the confidentiality of Confidential Information. Such data-security program shall

include, but not be limited to, the following:

- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Agency, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.
11. Executive Orders and Other Enactments.
- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.
12. Antitrust Provision. Contractor hereby irrevocably assigns to the State of Connecticut all rights, title and interest in and to all Claims associated with this Contract that Contractor now has or may or will have and that arise under the antitrust laws of the United States, 15 USC Section 1, *et seq.* and the antitrust laws of the State of Connecticut, Connecticut General Statute § 35-24, *et seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.
13. State Liability. The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.
14. Distribution of Materials. The Contractor shall obtain written approval from the Commissioner prior to the distribution or publication of any materials prepared under the terms of this Contract. Such approval shall not be unreasonably withheld.
15. Change in Principal Project Staff. Any changes in the principal project staff must be requested in writing and approved in writing by the Commissioner at the Commissioner's sole discretion. In the event of any unapproved change in principal project staff, the Commissioner may, in the Commissioner's sole discretion, terminate this Contract.
16. Further Assurances. The Parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
17. Recording and Documentation of Receipts and Expenditures. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are

adequate to ensure that expenditures under this Contract are for allowable purposes and that documentation is readily available to verify that such charges are accurate.

18. Assignability. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commissioner thereto: provided, however, that claims for money due or to become due the Contractor from the Commissioner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commissioner.
19. Third Party Participation. The Contractor may make sub-awards, using either its own competitive selection process or the values established in the state's competitive selection process as outlined in DAS General Letter 71, whichever is more restrictive, to conduct any of the tasks in the Scope of Work contained in Appendix A. The Contractor shall advise the Commissioner of the proposed sub-awardee and the amount allocated, at least two (2) weeks prior to the making of such awards. The Commissioner reserves the right to disapprove and such awards if they appear to be inconsistent with the program activities to be conducted under this grant. As required by Sec. 46a-68j-23 of the Connecticut Regulations of State Agencies the Contractor must make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises. When minority business enterprises are selected, the Contractor shall provide DEEP with a copy of the Affidavit for Certification of Subcontractors as Minority Business Enterprises (MBE) along with a copy of the purchase order or contract engaging the Subcontractor. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely and completely responsible for adherence by any subcontractor to all the applicable provisions of the Contract.
20. Set Aside. State agencies are subject to the requirements of CGS sec. 4a-60g. Unless otherwise specified by the invitation to bid, general contractors intending to subcontract any portion of work under this Contract shall subcontract 25% of the total contract value to small contractors certified by the Department of Administrative Services (DAS) and are further required to subcontract 25% of that 25% to minority and women small contractors certified as minority business enterprises by DAS. Selected general contractors that are certified by DAS as small contractors, minority business enterprises, or both are excused from this requirement but must comply with CGS sec. 4a-60g(e) and complete a minimum of 30% of the work by dollar value with their own workforces and ensure at least 50% of the work overall by dollar value is completed by contractors or subcontractors certified as small contractors or minority business enterprises by DAS.
21. Procurement of Materials and Supplies. The Contractor may use its own procurement procedures which reflect applicable State and local law, rules and regulations provided that procurement of tangible personal property having a useful life of more than one year and an acquisition cost of one thousand dollars (\$1,000.00) or more per unit be approved by the Commissioner before acquisition.
22. Americans with Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The DEEP may cancel the Contract if the Contractor fails to comply with the Act.
23. Affirmative Action and Sexual Harassment Policies. The Contractor agrees to comply with the Departments Affirmative Action and Sexual Harassment Policies available on DEEP's web site. Hard copies of the policy statements are available upon request at DEEP.
24. Breach. If either Party breaches the Contract in any respect, the non-breaching Party shall provide written notice of the breach to the breaching Party and afford the breaching Party an opportunity to cure within ten (10) days from the date that the breaching Party receives the notice. In the case of a Contractor breach, any other time period which the Agency sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching Party is satisfied that the breaching Party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching Party in writing prior to the Termination date; no further action shall be required of any Party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date; then the non-breaching Party may Terminate the Contract by giving the breaching Party no less than twenty-four (24) hours' prior written notice. If the Agency believes that the Contractor has not performed according to the Contract, the Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Agency notifies the Contractor in writing prior to the date that the payment would have been due.
25. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
26. Contractor Guarantee. The Contractor shall: perform the Contract in accordance with the specifications and terms and conditions of the Scope of Work, furnish adequate protection from damage for all work and to repair any damage of any kind, for which he or his workmen are responsible, to the premises or equipment, to his own work or to the work of other contractors; pay for all permits, licenses, and fees, and to give all notices and comply with all laws, ordinances, rules and regulations of the city and the State.
27. Force Majeure. The Parties shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. A Force Majeure event materially affects the cost of the Goods or Services or the time schedule for performance and is outside the control nor caused by the Parties. In the case of any such exception, the nonperforming Party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
28. Entirety of Contract. The Contract is the entire agreement between the Parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the Parties, whether written or oral. The Contract has been entered into after full investigation, neither Party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

29. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
30. Compliance with Consumer Data Privacy and Online Monitoring. Pursuant to section 4 of Public Act 23-16 of the Connecticut General Assembly, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

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APPENDIX A

SCOPE OF WORK

Project: The Town of Waterford (the "Contractor") shall complete improvements at certain property owned by the State of Connecticut, Department of Energy & Environmental Protection (the "State") containing approximately 0.89 acres located in the Town of Waterford, Connecticut, known as 365 and 371 Rope Ferry Road, hereinafter referred to as "the Property," which serves as overflow parking for the Niantic River State Boat Launch and Water Access Area adjacent to the Property (hereinafter the "Project").

Description: Following the execution of this Contract, the Contractor agrees to complete the Project as outlined in this Scope of Work, and in accordance with, and subject to, the following terms and conditions:

1. Project Activities/Deliverables:

- A. The Contractor shall design and construct public trailered parking, general parking, and stormwater quality improvements at the Property, to the satisfaction of the State ("Project"). In so doing, the Town shall provide construction project management and the installation of features in accordance with the approved site design identified in Paragraph 2, including but not limited to:
 - a. Sediment and erosion controls and public safety measures during construction;
 - b. Post and rail fencing around the Property;
 - c. Site lighting;
 - d. Native vegetation landscaping;
 - e. Stormwater quality rain garden infrastructure, with the exception of previously installed tree filters;
 - f. Traffic, directional, and parking rule signage;
 - g. Paving and pavement line striping;
 - h. Pedestrian paths and sidewalks;
 - i. Electrical conduits for anticipated future EV charging stations;
 - j. Associated grading, trenching, and other earthwork;
- B. For the duration of construction activities, the Contractor shall erect informational signage at the Project site acknowledging State funding and informing users of accessibility, as further set forth in Paragraph 10 of this Agreement.
- C. Within one year after completion of the Project, the Contractor shall provide to the State as-built surveys of the Property depicting the accurate grade elevations and location of constructed features at the site.

2. Budget and Phasing Plan:

The Town shall adhere to the following budget and phasing plan. Amounts dedicated to specific phases may be reallocated between the various phases upon written approval of the State without formal amendment of this Contract, provided the total amount payable under this Contract does not increase. Both Parties acknowledge that the budgeted amounts below reflect current cost estimates and, in the event of significant increases in construction costs, completion

of each phase by the Contractor is contingent on securing additional funding by the Contractor and/or the State.

Phase	Associated Work	Budgeted Estimate	State Share	Town Share
1	Completion of drainage and electrical conduits in the northerly half of the Premises, including associated site work	\$400,000.00	\$240,930.23	\$159,069.77
2	Completion of drainage and electrical conduits in the southerly half of the Premises, including associated site work	\$200,000.00	\$120,465.17	\$79,534.83
3	Completion of remaining site work including but not limited to sidewalks, timber rails, landscaping, light poles, and power supply	\$200,000.00	\$156,604.65	\$43,395.35

3. Project Design. Prior to construction, the Contractor shall prepare a scaled site design for trailered parking, general parking, and stormwater quality improvements. Such site design shall be submitted to the DEEP Boating Division for review and written approval. The Contractor shall ensure that the location, design, installation, construction, design materials and work schedule related to this Project shall comply with all State of Connecticut building codes, the intent of the Americans with Disabilities Act (handicapped accessibility) and be of a nature that will minimize maintenance and ensure for public safety. The Contractor shall not allow any plants on the list promulgated pursuant to C.G.S. §22a-381b to be installed at the Property.

4. Construction and Schedule. The Contractor shall construct the project in accordance with the approved site design identified in Paragraph 2. The Contractor shall complete the Project by December 31, 2024 and shall notify the State's Boating Division in writing within 30 days of such completion. The State staff shall inspect the Property within 30 days of notification of completion to verify that the Project has been built in accordance with the approved plans and specifications. If deficiencies in the construction of the Project facilities are noted during this inspection, the State shall provide to the Contractor a list of remedial work items to be performed prior to acceptance of the Project. The Contractor shall notify the State once all remedial work is completed. The State retains the right to re-inspect the Property and Project to assure compliance with all listed remedial work items.

5. Change of Use/Design. No change in purpose or use of the work or Property authorized in this Contract may occur without the prior written approval of the State. The Contractor shall not make any improvements or alterations to the Property without prior written approval of the State, which approval may be withheld in the State's sole and absolute discretion. The State reserves the right to review and approve all plans prior to any and all site improvements at the Property, and no such improvement shall commence unless and until the State provides

its written approval for same.

- 6. Safety and Accident Prevention.** The Contractor and all Contracting Parties must comply with all applicable federal, state, and local laws governing safety, health, and sanitation. The Contractor is responsible for assuring that all safeguards, safety devices, and protective equipment are provided. The Contractor will take all other reasonable actions necessary to protect the life and health of the employees on the job and the safety of the public, and to protect property in connection with the performance of the Project.
- 7. Management of Materials.** Any materials removed from the site shall be managed in accordance with all federal, state, and local requirements, including Chapter 446K Water Pollution Control, Chapter 445 Hazardous Waste, and Chapter 446d Solid Waste of the Connecticut General Statutes.
- 8. Permits and Approvals:**
 - A. Prior to the commencement of activities described in Paragraph 1, the Contractor shall seek and obtain any and all required local, state, and federal permits and approvals, including a Special Use License for authorization to undertake construction activities on State owned property. No work activities at the Property shall commence until all such permits and approvals have been obtained by the Contractor. The Execution of this Contract in no way constitutes the approval by the Agency or any other State Departments of any permit needed by the Contractor to complete the Project as outlined above. The Execution of this Contract affords the Contractor no preferential treatment when seeking approval of any such permits.
 - B. Prior to completion of the Project, the Contractor will enter into a joint care and management agreement for authorization to maintain improvements constructed under this Contract and perform long-term operations at the site in cooperation with the State. The State will prepare and seek approval of such an agreement, the terms of which will be to the sole discretion of the Commissioner, from the Office of Policy and Management and the Office of the Attorney General.
- 9. Public Access.** The Contractor acknowledges that the site improved pursuant to this Agreement is owned by the State and is a public recreational area, and public access to such area shall not be obstructed.
- 10. Acknowledgement of Funding:** Any publication or sign produced or distributed, or any publicity conducted in association with this Contract and Project herein shall provide credit to the Department of Energy & Environmental Protection. The Contractor shall erect a sign at the Project site acknowledging that said Project is owned by the State and is a public recreational area, and that said Project received partial funding from the State of Connecticut administered through the Department of Energy and Environmental Protection.
- 11. Publication of Materials:** The Contractor must obtain written approval from the State's Boating Division prior to distribution or publication of any printed material prepared under the terms of this Contract.

Unless specifically authorized in writing by the State, on a case by case basis, Contractor shall have no right to use, and shall not use, the name of the State of Connecticut, its officials, agencies, or employees or the seal of the State of Connecticut or its agencies: (1) in any advertising, publicity, promotion; or (2) to express or to imply any endorsement of Contractor's products or services; or (3) to use the name of the State of Connecticut, its officials agencies, or employees or the seal of the State of Connecticut or its agencies in any other manner (whether

or not similar to uses prohibited by (1) and (2) above), except only to manufacture and deliver in accordance with this Agreement such items as are hereby contracted for by the State. In no event may the Contractor use the State Seal in any way without the express written consent of the Secretary of State.

12. ADA Publication Statement:

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

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov

- B. If there is not a meeting or event associated with the material(s) being published, the following ADA and Title VI Publication Statement should be used:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint.

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

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action/Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. Please contact us at (860) 418-5910 or deep.accommodations@ct.gov if you: have a disability and need a communication aid or service; have limited proficiency in English and may need information in another language; or if you wish to file an ADA or Title VI discrimination complaint. Any person needing a hearing accommodation may call the State of Connecticut relay number - 711. Requests for accommodations must be made at least two weeks prior to any agency hearing, program or event.

- D. For videos that will be published on the DEEP website, the following ADA and Title VI statement and the following line should be included on the DVD cover and the title page of the video:

The Connecticut Department of Energy and Environmental Protection is an Affirmative Action and Equal Opportunity Employer that is committed to complying with the requirements of the Americans with Disabilities Act. To request an accommodation contact us at (860) 418-5910 or deep.accommodations@ct.gov. This video with closed captioning is available at www.ct.gov/deep.

- 13. Project Status Reports:** Following Execution of this Contract, once every 4 months during the timeframe which this Contract is in effect the Contractor shall provide summaries of Project status to the State staff identified in Paragraph 17. Such summaries shall include, but not be limited to, the following:

- A. A brief description (1 or more pages) indicating the work completed to date, remaining work to be performed, and the anticipated project completion date, if different from the current Contract expiration date; and
- B. Total project expenditures incurred to date.
- C. Clear photographs of the Property and work performed to date submitted in .JPEG or .PNG format.

14. Contract Extensions/Amendments: Formal written amendment of the Contract is required for extensions to the final date of the Contract period and changes to terms and conditions specifically stated in the original Contract and any prior amendments, including but not limited to:

- A) Revisions to the maximum Contract payment;
- B) Total unit cost of service;
- C) Contract's objectives, services, or plan;
- D) Due dates for reports;
- E) Completion of objectives or services; and
- F) Any other Contract revisions determined material by the State.

If it is anticipated that the project cannot be completed as scheduled, a no-cost extension must be requested in writing no later than 60 days prior to the expiration date of the contract. Said extension request shall include a description of what work has been completed to date, shall document the reason for the extension request, and shall include a revised work schedule and project completion date. If deemed acceptable, approval will be received in the form of a contract amendment.

15. Final Financial Report: Prior to the expiration date of this Contract, the Contractor shall submit a Final Financial Report with supporting documentation sufficient to demonstrate expenditures identified in the Project proposal and amounts spent on specific items relevant to enhancements made to and at the Project site. The Final Financial Report shall be submitted to the State staff identified in Paragraph 17.

16. Final Project Report: Prior to the expiration of this Contract, the Contractor shall submit a Final Report including documentation, satisfactory to the Commissioner, demonstrating that all the elements of Appendix A have been met, including a narrative on project deliverable outcomes, photographs of the Property, and signage installed acknowledging State funding. The Final Project Report shall be submitted to the State staff identified in Paragraph 17.

17. Submission of Materials: For the purposes of this Contract, all correspondence, summaries, reports, products, and extension requests shall be submitted electronically via email to:

State Boating Division Program Specialist
Email: Yolanda.Cooley@ct.gov
Department of Energy and Environmental Protection
State Boating Division
Bureau of Outdoor Recreation

All payment **invoices** must include the PO #, PSA #, Project Title, DEEP Unit name, amount dates and description of services covered by the invoice, and shall be submitted electronically via email to:

State Boating Division Program Specialist

Email: Yolanda.Cooley@ct.gov

Department of Energy and Environmental Protection

State Boating Division

Bureau of Outdoor Recreation

APPENDIX B
SCHEDULE OF PAYMENTS

The maximum amount payable under this Contract is **Five Hundred Sixty-Eight Thousand Dollars (\$568,000.00)**. The payments by the Commissioner shall allow for use of funds to meet allowable financial obligations incurred in conjunction with this Project within five years of execution of this Contract and shall be scheduled as follows. Project costs in excess of the maximum amount shall not be borne by the State. All payments by the Commissioner are subject to the receipt and approval by DEEP at its sole discretion of applicable detailed invoices with any required supportive documentation. Such payments shall be in accordance with the following schedule:

- a. **Regular Payment Schedule.** Payments to the Town shall be made at the initiation of each phase of the Project in amounts equal to the "State Share" amounts listed in Appendix A for each phase, as such amounts may be reallocated in accordance with Section 2 of Appendix A. The Town shall keep each such payment in a separate, non-lapsing account dedicated to the work of the associated phase. At the completion of each phase, any unspent amount of such phase payment shall be returned to the Department of Energy and Environmental Protection prior to the commencement of the subsequent phase. No payment for a subsequent phase shall be due from the State until applicable detailed invoices and supporting documentation for the prior phase(s) are reviewed and approved by the Commissioner and any surplus funds returned.
- b. **Regular Payment Maximum.** Total payment for the three phases shall not exceed Five Hundred Eighteen Thousand Dollars (\$518,000.00) without formal written amendment of this Agreement.
- c. **Final Payment.** Upon completion of the Project to the Commissioner's satisfaction, review and approval of the Final Report, Final Financial Report, and associated documentation demonstrating that all the elements of Appendix A have been met, a final reimbursement payment not to exceed Fifty Thousand Dollars (\$50,000.00) shall be due to the Town.
- d. The total sum of all payments shall not exceed the maximum contract amount noted above. Should the total Project costs be less than the amount of payments made, any remaining funds must be refunded by the Contractor to the Department of Energy and Environmental Protection in a check payable to the "Treasurer- State of Connecticut" within 90 days.

APPENDIX C

Place holder SAMPLE FINAL FINANCIAL REPORT

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

No *state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor*, with regard to a *state contract or state contract solicitation* with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

PENALTIES FOR VIOLATIONS

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may result in the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State shall not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

8

November 14, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, November 13, 2024, it was voted to recommend to the Representative Town Meeting, to appropriate **\$75,000** from the **Capital and Non-recurring designated line# 20511-57767 Nevins Cottage Structural Repairs**, for Nevins Cottage Repairs.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Planning & Zoning, Approp Nevins Cottage Repairs

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 1:28
ATTEST: *[Signature]*
TOWN CLERK

NEVINS COTTAGE STRUCTURAL REPAIRS (205)11-57767

TOWN FUNDS

CASH AND IN-KIND SERVICES MATCH (to date, 10/30/2024)

Currently Appropriated		\$ 20,715.00	Cash Donations		Comments
Expenditures	Red Technologies (lead disposal)	\$ 4,952.00	Prior	\$ 9,394.00	
			Current	\$ 10,000.00	
In-Kind Services					
			Environmental	\$ 9,048.00	cost for entire project
			Project Management	\$ 1,260.00	\$63/hr x 5 hrs/wk x 4 wks
			Project Insurance	\$ 3,200.00	
			Software	\$ 1,000.00	
			Labor	\$ 800.00	\$40/hr x 5 hrs/wk x 4 wks
			Blueprints	\$ 500.00	
			Permits/Fees	\$ 25.00	
			Website	\$ 2,000.00	
			Signage	\$ 700.00	
			Site Security/Cleaning	\$ 2,200.00	
			Fencing	\$ 4,700.00	cost for entire project
			Boiler Removal	\$ 975.00	
			Dumpster/Waste Disposal	\$ 6,400.00	cost for entire project
Balance Available		<u>\$ 15,763.00</u>			

\$ 52,202.00

NOTES:
Project Duration - 3 months

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

November 8, 2024

First Selectman Rob Brule
15 Rope Ferry Road
Waterford, CT 06385

Re: Appropriation Request
Line 20511-57767 (Nevins Cottage Structural Repairs)

Selectman Brule,

On behalf of the Planning Department, I would like to request an appropriation in the amount of \$100,000 from designated line 20511-57767 (Nevins Cottage Structural Repairs).

The funds will be utilized in conjunction with donated time and materials by the Friends of Nevins Cottage non-profit entity. All town contributions will be used for phase 1 of the project that includes outside structural repairs.

Director of Planning
Jonathan Mullen

*Pending
BoS
Approval*

AIA		Phase 1-Nevin's Cottage Exterior & Structural
JOB NAME:		
DATE:	11/6/2024	127,485.00
DIVISION #	DESCRIPTION	COST CODE GROUP
00 - Conditions of Contract		\$ 4,000.00
00 73 00	Zoning	N/A
00 73 00	Real Estate Taxes	N/A
00 73 00	Legal Fees	N/A
00 73 00	Surveys	N/A
00 73 00	Traffic Study	N/A
00 73 00	Architectural and Engineering	N/A
00 73 00	Appraisal	N/A
00 73 00	Interest Reserve	N/A
00 73 00	Commitment Fee	N/A
00 73 00	Miscellaneous	\$ 3,500.00
00 73 00	Renderings, Postage/Copies, Blueprints	\$ 500.00
00 73 16	Title Insurance	N/A
01 - General Requirements		\$ 21,925.00
01 00 00	Overhead	N/A
01 00 00	Insurance	\$ 3,200.00
01 00 00	Contingency	\$ 2,000.00
01 00 00	Energy Rating	N/A
01 00 00	Snow Control	N/A
01 21 19	Special Inspections	N/A
01 21 19	Site Inspections	N/A
01.31.00	Project Management	N/A
01.41.00	Permits and Fees	\$ 25.00
01.51.00	Temporary Utilities	TBD
01.52.00	Construction Utilities/Field Offices	N/A
01.53.00	Temporary Construction	\$ 1,500.00
01.54.00	Temporary Equipment	\$ 4,700.00
01.56.00	Temporary Barriers & Enclosures (dust, noise, security)	\$ 1,200.00
01 58 00	Project Identification/Signage	\$ 700.00
01 66 00	Product Storage/Handling	N/A
01.74.13	Progress Cleaning	\$ 2,200.00
01 74 16	Site Maintenance	N/A
01.74.19	Waste Management & Disposal	\$ 6,400.00
01 74 23	Final Cleaning	N/A

01.77.00	Closeout Procedures	N/A
02 - Existing Conditions		\$ 26,000.00
02.24.00	Environmental Assessment	\$ 14,000.00
02 40 00	Demolition	\$ 12,000.00
02 65 00	Tank Removal	\$ 975.00
03 - Concrete		\$ 5,200.00
03 21 00	Reinforcement Bars	N/A
03 30 00	Slabs	\$ 3,400.00
03.31.00	Footings and Foundations	\$ 1,800.00
03 30 00	Sidewalks L+M	N/A
03.48.13	Precast Concrete Bollards	N/A
03.81.00	Concrete Cutting	N/A
03 82 00	Concrete Boring	N/A
06 - Wood, Plastics, Composites		\$ 15,800.00
06.10.00	Rough Carpentry L&M	\$ 7,300.00
06 15 00	Deck L+M	\$ 8,500.00
06.17.83	Trusses	Phase 2
06.20.23	Interior Finish Carpentry	Phase 2
06.43.00	Wood Stairs and Railings	Phase 2
06.46.00	Wood Trim	Phase 2
07 - Thermal/Moisture Protection		\$ 39,660.00
07.21.00	Thermal Insulation	Phase 2
07.31.13	Architectural Shingles L&M	N/A
07 46 16	Metal Roofing	\$ 5,200.00
07 46 00	Siding Labor	\$ 4,500.00
07 46 46	Siding Material	\$ 20,000.00
07.50.00	Membrane (Blueskin)	\$ 4,400.00
07.60.00	Flashing and Sheet Metal	\$ 760.00
07.71.23	Gutters and Downspouts	\$ 4,800.00
07.90.00	Joint Sealants	N/A
08 - Openings		\$ 4,500.00
08 13 00	Exterior Doors	\$ 1,100.00
08.14.00	Interior Doors	Phase 2
08.31.00	Access Doors and Panels	N/A
08 53 00	Windows	\$ 2,200.00
08.71.00	Door Hardware	\$ 1,200.00
08 83 00	Glass Glazing	See Windows
08 91 00	Louvers	N/A
08 95 00	Vents	Phase 2

09 - Finishes		\$ 6,000.00
09.00.00	Misc Finishes	\$ 800.00
09.29.00	Gypsum Board	Phase 2
09.29.00	Gypsum Board Labor	Phase 2
09.27.00	Gyp-Crete Subflooring L&M	N/A
09.30.13	Ceramic Tile L&M	N/A
09.65.00	Resilient Flooring L&M	N/A
09.68.00	Carpet L&M	N/A
09.90.00	Interior Painting and Coating L&M	Phase 2
09.90.00	Exterior Painting and Coating L&M	\$ 5,200.00
10 - Specialties		\$ -
10.00.00	Specialties Labor	Phase 2
10.14.00	Signage	Phase 2
10.28.13	Bath Accessories	Phase 2
10.44.00	Fire Protection Specialties	Phase 2
10.57.00	Closet Shelves	Phase 2
10.74.00	Manufactured Ext Specialties	Phase 2
11 - Equipment		\$ -
11.31.13	Appliances	Phase 2
12 - Furnishings		\$ -
12.21.00	Window Blinds	Phase 2
12.35.30	Kitchen Cabinets L&M	Phase 2
12.35.30	Cabinet Hardware	Phase 2
12.36.00	Kitchen Countertops L&M	Phase 2
12.36.00	Bathroom Countertops L&M	Phase 2
14 - Conveying Equipment		\$ 2,200.00
14.80.00	Scaffolding	\$ 2,200.00
22 - Plumbing		\$ -
22.00.00	Plumbing L&M	Phase 2
22.40.00	Plumbing Fixtures	Phase 2
22.40.00	Water Meter L&M	TBD
23 - HVAC		\$ -
23.00.00	Heating, Ventilation, Air Conditioning L&M	Phase 2
26 - Electrical		\$ -
26.00.00	Electrical L&M	Phase 2
26.51.00	Interior Lighting	Phase 2
26.56.16	Parking Lights M+T	Phase 2
27 - Communication		\$ -
27.10.00	Structured Cabling	Phase 2

31 - Earthwork		\$ -
31 00 00	Earthwork	N/A
31 00 00	Site Demolition	N/A
31 11 00	Clearing & Grubbing	N/A
31 14 00	Earth Stripping and Stockpiling	N/A
31 22 19	Spreading/Grading Topsoil	N/A
31.23.00	Excavation and Backfill	N/A
31 23 16	Rock Removal	N/A
31 25 00	Erosion and Sediment Control	N/A
32 - Exterior Improvements		\$ -
32.00.00	Landscaping	Phase 3
32 11 00	Paving Base Courses	Phase 3
32.12.16	Paving--Asphalt	Phase 3
32 16 13	Asphalt Curbs	Phase 3
32.16.23	Sidewalk prep	Phase 3
32 18 00	Recreational Surfacing	Phase 3
32.31.00	Fences and Gates	Phase 3
32.91.13	Mulch	Phase 3
32.94.00	Planting Accessories (grates, grids, edging)	Phase 3
Miscellaneous		\$ 2,200.00
	Website	\$ 2,200.00
Total Project Cost		\$ 127,485.00

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

9

November 14, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, November 13, 2024, it was voted to recommend to the Representative Town Meeting, an additional appropriation of **\$98,254 from the Unassigned Fund Balance of the General Fund to line item #10111-52040 Service Cont. and Repairs.**

This agenda item had two (2) parts and the backup contains both parts. *The \$98,254 is the only portion being requested as an additional appropriation.*

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Public Works, Additional Approp Service Cont & Rprs

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 | P 1:28
ATTEST: *[Signature]*
TOWN CLERK

INTER-OFFICE MEMORANDUM TOWN OF WATERFORD

To: Rob Brule, First Selectman
From: Gary J. Schneider, Director of Public Works
Cc: Kimberly Allen, Finance Director
Date: October 24, 2024
Re: Building Maintenance Budget



The Building Maintenance Budget could not defer addressing these issues to next fiscal year. The approved Building Maintenance is lean and will require additional funding to get through this fiscal year without running in the negative.

Please place this on the next Board of Selectman agenda for consideration.

Line item 10111-52120

I am requesting an additional \$3,112 for line item 10111-52120 to bring this line item back into balance.

- Error in billing for sewer accounts for Town Buildings – (\$3,112). The Department received a memorandum from the Utility Commission explaining that after a review of their accounts, there was an issue with the billing. (See attachment). The facility charge is now corrected, but brings the billing for the two locations higher than budgeted. I am requesting an additional \$3,112 for line item 10111-52020.

Line item 10111-52040

I am requesting an additional \$98,254 for line item 10111-52040 to bring this line item back into balance.

- Dehumidifiers for the Town Hall, EOC – (\$9,055). The summer's high humidity caused mold growth on furniture and cabinetry in the Auditorium at Town Hall. There was also mold growth on the furniture in the EOC at the Public Safety Facility. Large portable units were purchased, placing 4 units at Town Hall and 1 unit in the EOC. Deployment of the units drove the relative humidity level to the low 50% range. During the winter, the units will remain on site ready for deployment for next summer. The long range solution for the EOC is included in a Capital project to replace the HVAC equipment. For the Town Hall, we are working with our HVAC Engineer to investigate the control software and the roof top units ensuring that they are working together.
- Temporary A/C units for the library (3 months) –. (\$29,817). The remaining roof top unit (the Library has 2) failed in the cooling mode. Without having this unit on line, there was no AC in the building. The unit was over 30 years old and used R-22 Freon which is no longer manufactured. Repair of the unit was not cost

effective as this unit and the other failed roof top unit will be replaced this spring as part of the HVAC project to replace the buildings' HVAC systems. Eleven portable units were rented for 3 months. Positioned throughout the entire first floor, the hot air was exhausted through the side windows by sliding the window up and installation a plywood blank. Not only was the areas cooled, they were also dehumidified. The Board of Education assisted Public Works staff in setting this up. The Library remained fully functional with the installation of these units.

- Service Calls and Monitoring BMS for the Community Center – (\$8,895). This is for professional monitoring and service calls to the BMS system. Now that we have the system installed to monitor and control the heating, ventilation and cooling, we can't let the system backslide into the mess we had before. Monitoring would immediately identify issues with equipment that are outside the set parameters for building comfort and energy efficiency. This contract will also "reset" the controls every 3 months before each change of season to ensure the repair technicians and facility personnel have not forgotten to return the controls back to the presets after an event or maintenance events. This will be a reoccurring item in the budget starting in the FY26 budget.
- Repair of the roof drain at the Library - (\$5,250). The drain is a low point in the roof and drains water from the roof through interior piping. The piping at the roof line had rusted out. The repair consisted of replacing the pipe and a roof patch. The roof is being programmed to be replaced after the HVAC project has been completed.
- Custodial service – (\$39,610). We are currently in the 3rd year of this contract. (This is the 1st year extension of the original 2 year contract). The Department, in developing the budget for the current year's budget, prepared the budget for submittal in November of 2023 where we used \$127,418. Not known to us was an increase in services due to Recreation & Parks not filling the position for the custodian. We received a contract for this fiscal year that was \$39,610 more than the amount in the budget.
- HVAC contractor – (\$5,627). The contract for this vendor was also negotiated to extend their contract for PM services for FY 25. The budget was prepared in November of 2023 and set \$55,958 for their services. The contract is now \$61,585, an increase \$5,627.

1000 HARTFORD TURNPIKE



WATERFORD, CT 06385

October 21, 2024

Waterford Town of Public Safety Complex

15 Rope Ferry Rd

Waterford, CT 06385

Dear Mr. Gary Schneider, Director of Public Works

It has come to our attention during a routine review of our accounts that your wastewater account for the facilities located at 200 & 204 Boston Post Rd has not been billed the correct Facility Charge since July of 2023. Therefore, you should have seen a one-time adjustment in the amount of \$1,082.40 for 200 Boston Post Rd. and \$ 2,028.18 for 204 Boston Post Rd. on your August invoice for the portion of the previously unbilled Facility Charges. Included with this letter is a worksheet of how your adjustment was calculated. We apologize for any inconvenience this may have caused.

Sincerely,

A handwritten signature in cursive script that reads "Amy L. Windle".

Amy Windle
Office Coordinator

RECEIVED

OCT 21 2024

PUBLIC WORKS

WATERFORD UTILITY COMMISSION

1000 HARTFORD TURNPIKE, WATERFORD, CT 06385

MAIL PAYMENTS TO: PO BOX 310, WATERFORD, CT 06385

PHONE: 860-444-5886

EMAIL: WUC@WATERFORDCT.ORG

200 Boston Post Rd-Youth Family Services

Date	Billed	Correct Charge	Difference Owed
7/3/2023	\$ 45.00	\$ 261.00	\$ 216.00
8/24/2023	\$ 45.00	\$ 261.00	\$ 216.00
11/17/2023	\$ 45.00	\$ 261.00	\$ 216.00
2/8/2024	\$ 40.00	\$ 232.00	\$ 192.00
5/20/2024	\$ 50.50	\$ 292.90	\$ 242.40
			\$ 1,082.40 Balance Owed

204 Boston Post Rd-Public Safety

7/3/2023	\$ 45.00	\$ 460.80	\$ 415.80
8/24/2023	\$ 45.00	\$ 460.80	\$ 415.80
11/17/2023	\$ 45.00	\$ 460.80	\$ 415.80
2/5/2024	\$ 35.50	\$ 363.52	\$ 328.02
5/20/2024	\$ 49.00	\$ 501.76	\$ 452.76
			\$ 2,028.18 Balance Owed

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

10

November 14, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, November 13, 2024, it was voted to recommend to the Representative Town Meeting, an additional appropriation of **\$1,197,250** from the **Unassigned Fund Balance of the General Fund to Line Item #33720-55855 Town Basketball Court Repairs** for the court renovations and accessibility at Leary Park.

It is also the recommendation of the Board of Finance to change the description of **Line Item #33720-55855** to **"Town Courts"**.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: Rec & Parks, Additional Approp Leary Park

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 | P 1:28
ATTEST: *David J. Longo*
TOWN CLERK

FIFTEEN ROPE FERRY ROAD



WATERFORD, CT 06385-2886

The Recreation and Parks department would like to submit a request for an additional appropriation to support the completion of two critical projects in Waterford: Town Hall basketball court and court renovations and accessibility at Leary Park. By combining these initiatives, we aim to achieve significant cost savings while enhancing the quality and accessibility of recreational facilities for our community.

As the projects progress, it has become apparent that an additional appropriation is essential to seamlessly integrate these initiatives, thereby ensuring cost efficiency and timely completion

Justification for Additional Appropriation

- **Cost savings:** By combining resources for post-tension concrete and accessible pathways, economies of scale can be leveraged. This integration reduces overall material and labor costs, minimizing redundant expenses.
- **Project Synergy:** Aligning these projects under a unified budget allows for synchronized planning and execution. This synergy not only streamlines processes but also mitigates potential delays, ensuring both projects meet their deadlines.
- **Enhanced Structural Integrity:** Post-tension concrete is critical for the durability and safety of the infrastructure. The additional funds will ensure the use of high-quality materials and techniques, thereby extending the lifespan and reliability of the construction.
- **Inclusivity and Accessibility:** Prioritizing accessible pathways reaffirms our commitment to inclusivity. The additional appropriation ensures that all community members can benefit from safe and accessible infrastructure.

Financial Implications: The requested additional appropriation will be allocated towards:

- Procurement of high-quality post-tension concrete materials.
- Labor and equipment for the combined execution of the projects.
- Design and construction of accessible pathways that meet all regulatory standards.

Project Overview (Please refer to attachments for specs and visual representations)

1. Post-Tension Concrete Playing Surfaces

The installation of post-tension concrete playing surfaces will provide durable, high-performance areas suitable for a variety of sports and activities. This advanced technology offers superior strength and longevity compared to traditional surfaces, reducing maintenance costs over time. The anticipated benefits include:

- Increased usage of park facilities due to improved playability.
- Enhanced safety for users, minimizing the risk of injuries associated with less durable surfaces.
- Greater community engagement through the hosting of local sporting events.

2. Accessible Pathways

The creation of accessible pathways is essential for ensuring that all community members can enjoy the park's amenities. These pathways will comply with ADA standards and provide:

- Safe and convenient access to all park areas for individuals with mobility challenges.
- Enhanced connectivity between different park facilities, encouraging more visitors.
- Opportunities for inclusive community events and activities.

3. Cost Savings Through Combined Projects

By undertaking these two projects concurrently, we can realize significant cost efficiencies. Key factors contributing to these savings include:

- **Economies of Scale:** Coordinating the construction activities will reduce labor and material costs. By scheduling the projects together, we can negotiate better rates with contractors and suppliers, minimizing overall expenses.
- **Streamlined Management:** Managing both projects simultaneously will reduce administrative overhead and improve project oversight, ensuring that resources are utilized efficiently.
- **Reduced Disruption:** Completing both projects at once will limit the disruption to park users and surrounding neighborhoods, allowing for a quicker return to full park operation.

Funding Request

To facilitate these projects, we are requesting an additional appropriation of **\$1,197,250** to cover the costs required to fulfill project requirements. This funding will enable us to finalize both projects (in conjunction with approved Town Hall basketball court project) and ensure that they meet our community's standards for quality and accessibility.

Why choose cooperative purchasing?

Connecticut cooperative purchasing and engaging a single company to manage an entire project, including in-house design, project development, and oversight, offer numerous advantages. Here are some key benefits:

Advantages of Connecticut Cooperative Purchasing

1. Cost Savings:

- Cooperative purchasing leverages the collective buying power of multiple municipalities, leading to bulk discounts and reduced costs for goods and services.

2. Streamlined Procurement Process:

- Participating in cooperative purchasing simplifies the procurement process, reducing administrative burdens. Municipalities can avoid lengthy bidding processes and access pre-negotiated contracts.

3. Access to a Broader Range of Vendors:

- Cooperative purchasing allows municipalities to tap into a wider selection of suppliers, often leading to better quality products and services.

4. Time Efficiency:

- By utilizing existing contracts, municipalities can expedite project timelines and ensure quicker access to necessary resources.

5. Shared Expertise:

- Cooperative purchasing often involves collaboration among municipalities, allowing for shared knowledge and best practices in procurement.

Advantages of a Single Company Holding Full Accountability

1. Centralized Accountability:

- Having one company responsible for the entire project ensures clear lines of accountability. This minimizes the risk of miscommunication and finger-pointing between contractors, designers, and subcontractors.

2. Integrated Project Management:

- A single entity overseeing the project can facilitate better coordination between design and construction phases, leading to a more cohesive and efficient workflow.

3. Consistent Quality Control:

- With in-house design and oversight, the company can maintain quality standards throughout the project. This ensures that the vision is consistently executed from concept to completion.

4. Streamlined Communication:

- Engaging one company reduces the complexity of communication, making it easier for stakeholders to discuss concerns and receive updates. This fosters a more collaborative environment.

5. Comprehensive Risk Management:

- A single company can effectively identify and mitigate risks throughout the project lifecycle, providing greater assurance that potential issues are addressed proactively.

6. Enhanced Innovation:

- Companies that manage both design and construction can implement innovative solutions that might be overlooked in a traditional project setup. They can adapt designs in real-time based on practical construction insights.

7. Cost Efficiency:

- A single company managing all aspects of the project can lead to cost savings by optimizing resources, reducing redundancies, and minimizing delays.

8. Long-term Relationship:

- Establishing a partnership with one company fosters a stronger working relationship, which can lead to better service and support throughout the project and beyond.

In summary, utilizing Connecticut cooperative purchasing combined with a single accountable company for design and project oversight can significantly enhance efficiency, reduce costs, and improve project outcomes for municipalities. This integrated approach ultimately supports the goal of delivering high-quality services to the community.

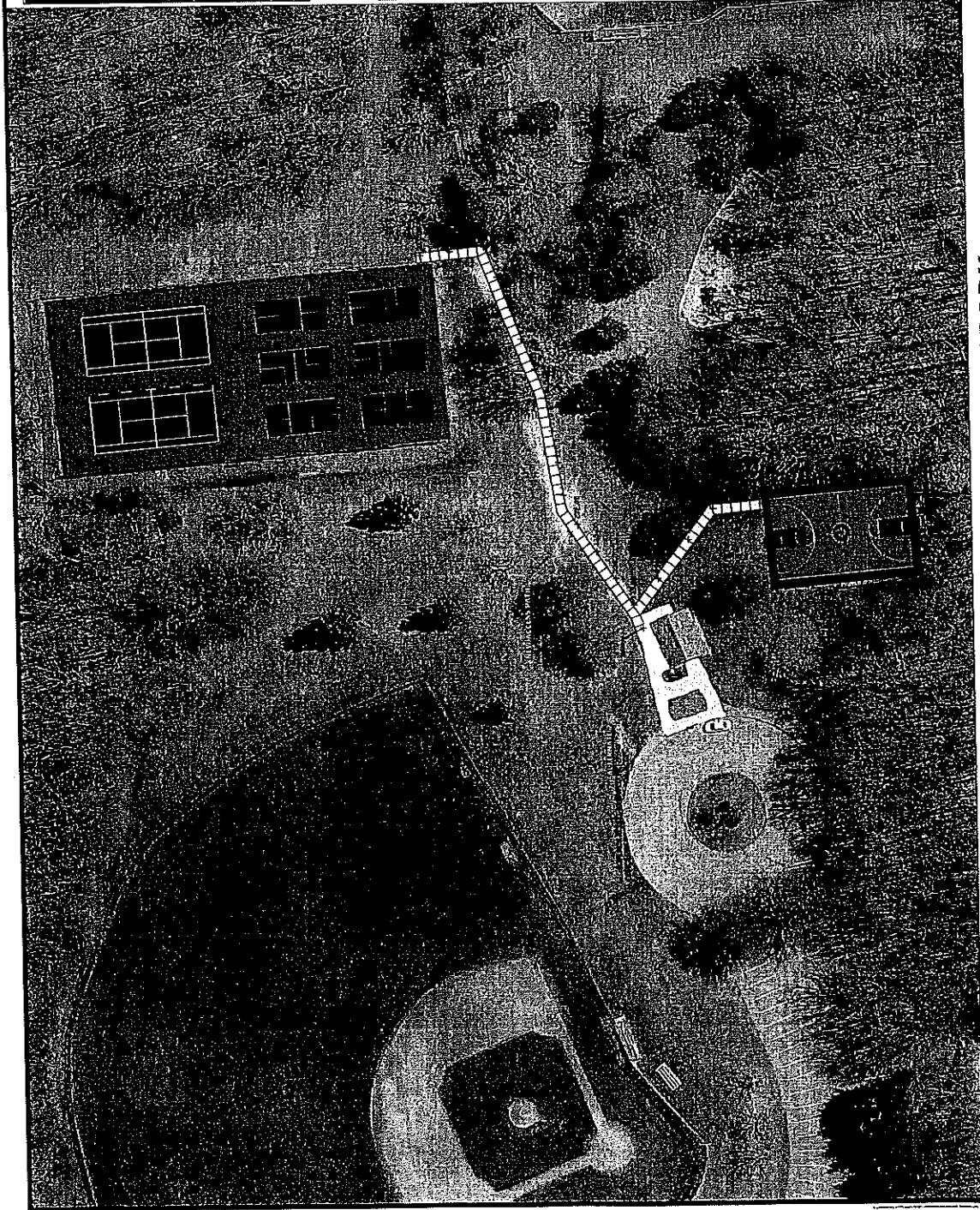
Conclusion

The proposed improvements at Leary Park represent a significant investment in the well-being and accessibility of our community. By approving this additional appropriation, the respective Boards will not only enhance recreational opportunities for Waterford residents but also demonstrate a commitment to fostering an inclusive environment for all. We seek your support in optimizing resource allocation as well as guaranteeing the delivery of robust and inclusive community infrastructure.

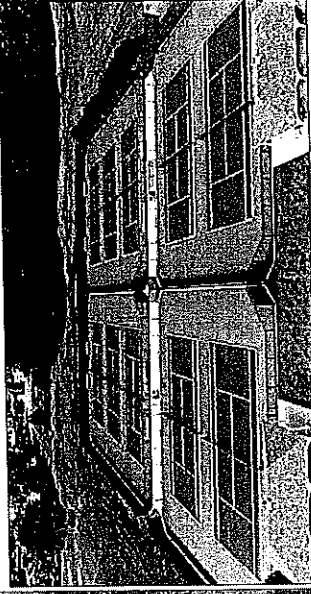
We appreciate your consideration of this request and look forward to your support in bringing these important projects to fruition.

Sincerely,

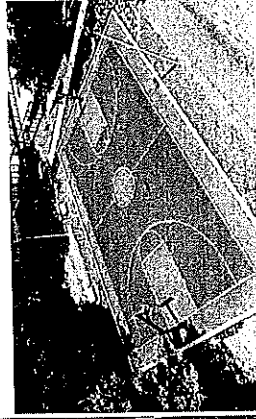
Ryan McNamara, Director of Recreation and Parks



EXAMPLE PROJECT



EXAMPLE PROJECT

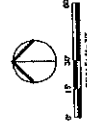


EXAMPLE PROJECT



LEARY PARK COURT IMPROVEMENTS

VAUXHALL STREET
WATERTOWN, CONNECTICUT



OCTOBER 23, 2024

CONCEPT PLAN

COOP PRICING PROPOSAL



Waterford Leary Park Court Renovations



October 28, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the tennis courts, basketball court and new access drives at Leary Park. These includes removal and replacement of the existing tennis courts, walkways and fencing. Furnishing and installation of 2 new post tension concrete tennis courts, 6 new post tension concrete pickleball courts, new post tension concrete basketball courts and new walkway to courts. Upon review of the site there is no ADA accessible route to either the tennis courts or basketball courts, this proposal would develop necessary access and parking as required to service those locations. A more detailed breakdown is listed below.

BASE BID

FIELD NAME	Waterford – Leary Park Tennis and Basketball
SQUARE FOOTAGE	+/-33,000 SF
FIELD MARKINGS	Tennis Court Markings (2), Pickleball (6) and Basketball Markings with up to 2 Colors for Courts
TOTAL PRICE	\$1,197,250.00

COOP PRICING PROPOSAL



ALTERNATES

ADD Alternate No. 1: Performance and Payment Bonds	LUMP SUM
Performance and Payment Bond Fees	\$16,595.00
ADD Alternate No. 2: Concrete Walkways	LUMP SUM
Furnish and install concrete walkways in lieu of pavement	\$55,595.00
ADD Alternate No. 3: Performance and Payment Bonds	LUMP SUM
Remove and replace existing paved walkway around bathroom building with new concrete walkway and ADA access ramp	\$44,955.00

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) Site development plans including final layout, drainage and grading for new driveway
- c) Furnish and install driveway and ADA parking for tennis courts and ADA access to tennis and basketball courts.
- d) Tennis Courts

Site Preparation & Restoration:

- 1) Supply and install sediment & erosion control measures around the work site as needed.
- 2) Demo the existing accessories and chain link fencing system.
- 3) Reclaim existing courts and regrade for proper consistent pitch.
- 4) Net posts sleeves will be supplied and installed in their own footings.
- 5) Existing court footprint to be expanded to accommodate new pickleball courts.
- 6) New posts sleeves will be supplied in individual footings.

Post-Tension Concrete Slabs:

- 1) Form work will be installed around the entire perimeter of the prepared base.
- 2) Two layers of 6 mil poly will be installed over the prepared base. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
- 3) Post-tensioning cables will be installed according to the engineered design. Cables to be 7 strand, 1/2" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.
- 4) Double-fiberglass rebar will be installed on both sides of the anchors as shown on drawings to act as back up bars.
- 5) A concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs.
- 6) Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete reaches +/- 2300 psi (which will take +/- 7 days after the pour). The total stress will be 33,000 lbs per linear inch in both directions. The design of this slab is based on a residual prestress force (psi) of 130 which is above PTI recommendations for sport courts on grade.

COOP PRICING PROPOSAL



- 7) After final stress, Post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).
- 8) The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

Sports Surface - Prime Coating System:

- 1) The entire concrete slab will be sealed and primed with a breathable waterproof sealer (Classic Turf Adhesive) and grip layer will be installed.
- 2) One (1) coat of Novasurface acrylic resurfacer will be applied to the grip layer according to its specifications.
- 3) Two (2) coats of Novacrylic color coating will be applied to the entire surface according to its specifications. Finished color(s) will be owner's decision.
- 4) White playing lines will be applied with Novatex line paint according to project documents.

Perimeter Fencing and Curbing:

- 1) Supply and install 10' tall, black PVC coated chain link fence size, 1-3/4" x 9 ga. Class 2 B wire.
- 2) 1.660" top & bottom rails with 4" end/corner/gate posts, 3" line posts – all pipe ASTM 1043 & ASTM 1083 standard weight schedule 40 *around the tennis courts only*.
- 3) Posts spaced at 8' OC.
- 4) Gates to be supplied and installed to match the existing layout.
- 5) A 12"x12" perimeter concrete curb will be supplied and installed around the post tension concrete slabs. The fence will be centered in the curb (tennis courts only). The curb will protect the edge of the post tension concrete slabs and remain uncoated.

Accessories:

- 1) Four (2) new tennis net posts, nets and center straps to be supplied and installed.
- 2) Six (6) pickle ball net posts, nets and straps to be supplied and installed.
- 3) Two (2) new sets of basketball systems, adjustable Goalsetter MVP systems, to be supplied and installed.

Driveways Walkway:

- 1) New 6' wide sidewalk to basketball court
- 2) New 6' wide ADA access path to tennis and pickle ball courts

PRICE DOES NOT INCLUDE:

- a) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- b) The supply and import of additional finish aggregate.
- c) Any costs associated with necessary charges relating to the delineation of the courts.
- d) The supply or installation of special structures such as walls and light poles.
- e) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers

COOP PRICING PROPOSAL



- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Boring for utilities.
- k) Any electrical work.
- l) Athletic court lighting installation.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Asphalt paving outside of courts.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Performance and Payment bond fees.
- q) Permits, Permit fees, Inspection fees.
- r) All applicable taxes, union labor and other labor law levies.
- s) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

COOP PRICING PROPOSAL



Please feel free to reach out to any member of our project team with questions about our offer:

Christopher Hulk

Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak

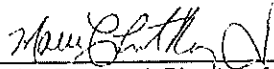
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:


Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
 - The Supplier has fully performed the all the work; and
 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

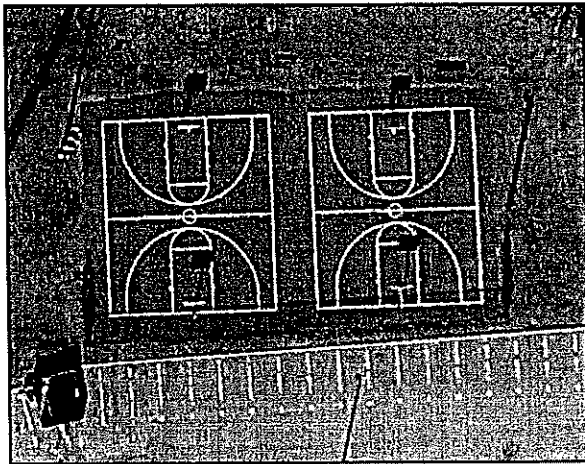
THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



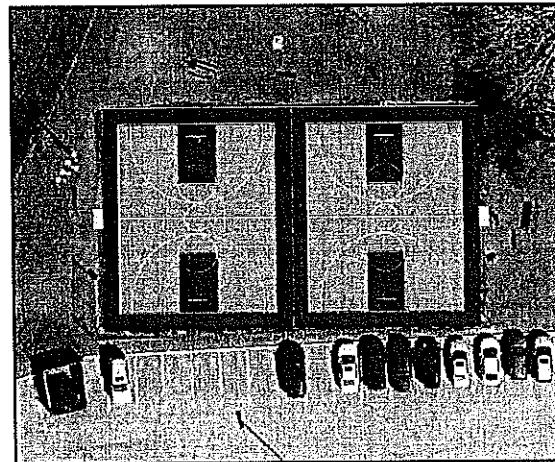
COOP PRICING PROPOSAL



Waterford Town Hall Basketball Court Reconstruction



Existing Courts



Concept Layout

October 28, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the basketball court replacement. These include removal and replacement of the existing courts, fencing and foundations. Furnishing and installation of 2 new post tension concrete courts and fencing on parking lot side. A more detailed breakdown is listed below.

COOP PRICING PROPOSAL



BASE BID

FIELD NAME	Waterford Town Hall Basketball Courts
SQUARE FOOTAGE	+/- 8,750 SF
FIELD MARKINGS	Basketball Court Markings (2) with up to 2 Colors for Courts
TOTAL PRICE	\$249,000.00

ALTERNATES

ADD Alternate No. 1: Performance and Payment Bonds	LUMP SUM
Performance and Payment Bond Fees	\$4,850.00

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) Tennis Courts
 - Site Preparation & Restoration:
 - 1) Supply and install sediment & erosion control measures around the work site as necessary.
 - 2) Demo the existing accessories, (4) baseball hoops with foundations and chain link fencing system.
 - 3) Reclaim existing courts and regrade for proper consistent pitch.
 - 4) Net posts sleeves will be supplied and installed in their own footings.
 - 5) Existing court footprint to be expanded to accommodate new pickleball courts.
 - 6) New posts sleeves will be supplied in individual footings.

Post-Tension Concrete Slabs:

- 1) Form work will be installed around the entire perimeter of the prepared base.
- 2) Two layers of 6 mil poly will be installed over the prepared base. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
- 3) Post-tensioning cables will be installed according to the engineered design. Cables to be 7 strand, 1/2" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.
- 4) Double-fiberglass rebar will be installed on both sides of the anchors as shown on drawings to act as back up bars.
- 5) A concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs.
- 6) Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete reaches +/- 2300 psi (which will take +/- 7 days after the pour). The total stress will be 33,000 lbs per linear inch in both directions. The design of this slab is based on a residual prestress force (psi) of 130 which is above PTI recommendations for sport courts on grade.
- 7) After final stress, Post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).

COOP PRICING PROPOSAL



- 8) The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

Sports Surface - Prime Coating System:

- 1) The entire concrete slab will be sealed and primed with a breathable waterproof sealer (Classic Turf Adhesive) and grip layer will be installed.
- 2) One (1) coat of Novasurface acrylic resurfacer will be applied to the grip layer according to its specifications.
- 3) Two (2) coats of Novacrylic color coating will be applied to the entire surface according to its specifications. Finished color(s) will be owner's decision.
- 4) White playing lines will be applied with Novatex line paint according to project documents.

Fencing and Curbing:

- 1) Supply and install 8' tall, black PVC coated chain link fence size, 1-3/4" x 9 ga. Class 2 B wire along parking lot side and up 20' on each side.
- 2) 1.660" top & bottom rails with 4" end/corner/gate posts, 3" line posts - all pipe ASTM 1043 & ASTM 1083 standard weight schedule 40 *around the tennis courts only*.
- 3) Posts spaced at 8' OC.
- 4) Gates to be supplied and installed to match the existing layout.
- 5) A 12"x12" perimeter concrete curb will be supplied and installed around the post tension concrete slabs. The fence will be centered in the curb (tennis courts only). The curb will protect the edge of the post tension concrete slabs and remain uncoated.

Accessories:

- 1) Two (2) new sets of basketball systems, adjustable Goalsetter MVP systems, to be supplied and installed.

PRICE DOES NOT INCLUDE:

- a) FieldTurf is not altering or improving the existing drainage system. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- b) The supply and import of additional finish aggregate.
- c) Any costs associated with necessary charges relating to the delineation of the courts.
- d) The supply or installation of any special structures, such as walls and light poles.
- e) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Boring for utilities.

COOP PRICING PROPOSAL



- k) Any electrical work.
- l) Athletic court lighting installation.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Asphalt paving outside of courts.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Performance and Payment bond fees.
- q) Permits, Permit fees, Inspection fees.
- r) Maintenance equipment.
- s) All applicable taxes, union labor and other labor law levies.
- t) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Christopher Hulk
Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

COOP PRICING PROPOSAL

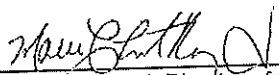


Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:


Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to
FieldTurf USA, Inc. 175 N Industrial Blvd NE. Calhoun, GA 30701
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please
contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
 - The Supplier has fully performed the all the work; and
 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and *force majeure*
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

11,12

November 14, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, November 13, 2024, it was voted to recommend to the Representative Town Meeting appropriating **\$1,147,000 from the designated Line Item #20560-57820 Track and Field Turf Replacement** to replace the turf on the Waterford High school track and field.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

Glenn Patterson, Chairman
Board of Finance

Enclosure: BOE Track & Field Turf, Appropriation

GP/rlh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 | P 1:28
ATTEST: *David J. Longo*
TOWN CLERK

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

November 14, 2024

Mr. Paul Goldstein, Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

Dear Moderator Goldstein:

At the meeting of the Board of Finance held Wednesday, November 13, 2024, it was voted to recommend to the Representative Town Meeting appropriating **\$1,148,100 from the designated Line Item #20560-57833 Tennis Court Replacement** for replacing the tennis courts at Waterford High School.

I respectfully request you place this item on the agenda of the next meeting of the Representative Town Meeting. Copies of backup justification are attached hereto.

Respectfully submitted,

Glenn Patterson

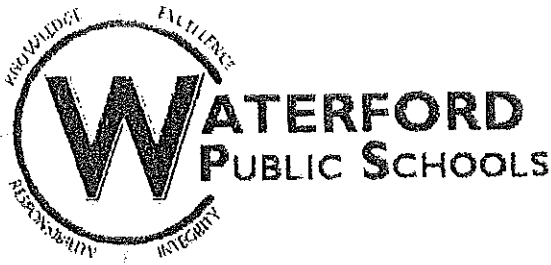
Glenn Patterson, Chairman
Board of Finance

Enclosure: BOE Tennis Courts, Appropriation

GP/rh

Cc: Town Clerk

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 | P 1:28
ATTEST: *David J. Langley*
TOWN CLERK



9.
Mr. Thomas W. Giard III
Superintendent of Schools

Mr. Joseph P. Mancini
Director of Finance and Operations

MEMORANDUM

DATE: October 30, 2024
TO: Mr. Robert Brule, First Selectman
FROM: Joseph P. Mancini, Director of Finance and Operations
RE: Waterford High School Safety Improvements

Dear Mr. Brule,

The Waterford Board of Selectmen (August 5, 2024), Board of Finance (August 14, 2024), and Representative Town Meeting (October 7, 2024) members recently approved two projects at Waterford High School. These funds were not appropriated, but the boards had asked for a formal proposal on the following projects.

1. Track and field turf replacement for \$1,200,000.
2. Tennis Court replacement \$1,200,000.

Since the approval, Waterford Public Schools and Waterford Recreation and Parks have been working collaboratively to find opportunities for synergies. Working with Recreation and Parks and under the Capital Region Education Council (CREC) program, we identified FieldTurf as a company that has successfully completed projects in Waterford in recent years (i.e. - softball field) and could propose work under Waterford's purchasing policy.

This request is for the RTM to consider the two attached proposals from the Board of Education in conjunction with the memorandum in your package from Director of Recreation and Parks Ryan McNamara.

The track and field remediation proposal is for \$1,147,000 and includes the following.

1. Designs and build execution of the project
2. Complete replacement of the synthetic turf
3. Cleaning and repainting of track striping

4. Installation of new safety netting at each end of the field
5. 10-year warranty on Turf Field

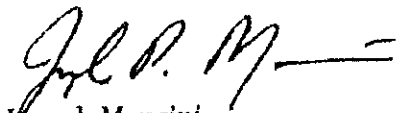
What Waterford gains from this effort is two-fold. There's a cost savings that the town will gain from not having to hire a contractor, pay the permitting costs, and construction management and bonding costs. These estimated costs are roughly 7.5% of the overall project and are roughly \$86K. The other benefit to Waterford is this is a more expeditious process that would ensure a new turf field for the summer of 2025.

The tennis court renovation proposal is for \$1,139,250 plus the option to purchase a throwing wall for \$8,850 which we are requesting. The total request is for the approval of \$1,148,100 to complete this project.

1. Engineered design plans
2. Site preparation and restoration
3. Replacing the existing asphalt surface with post tension concrete carrying a 25-year warranty
4. Expansion of existing footprint, keeping six (6) courts while providing additional space between courts
5. Allows for temporary pickleball courts to be lined after high school competition ends

The benefits with using FieldTurf for the renovation of the tennis courts has similar rationale with using them for the turf field. There's a cost savings that the town will gain from not having to hire a contractor, pay the permitting costs, and construction management and bonding costs. These estimated costs are roughly 7.5% of the overall project and are roughly the same savings at \$86K. The installation of post tension concrete will ensure a consistent, stable playing surface for at least the next 25 years.

Sincerely, .



Joseph Mancini

Director of Finance and Operations

COOP PRICING PROPOSAL



Waterford Regional High School Track and Field Renovation



October 30, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Association of Educational Purchasing Agencies



CREC

Capital Region Education Council

Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the athletic facilities. These include removal and replacement of the existing synthetic turf field, fine grading of field, power washing and cleaning the existing track, restriping the existing track facility and installation of new ball safety netting along each endzone and new pole vault garage cover. The replacement of the synthetic turf includes a new center logo and up to 5 inlaid sports field markings.

BASE BID

FIELD NAME	Waterford Regional HS Stadium Field
TURF SYSTEM	FieldTurf Vertex Prime (FTVTP-1) w/ Infill Reuse
SQUARE FOOTAGE	90,683 SF
FIELD MARKINGS	Inlaid Sports Markings and Center Logo
TOTAL PRICE	\$1,147,000.00

COOP PRICING PROPOSAL



PRODUCT DETAILS

FieldTurf, the worldwide leader in artificial turf, is pleased to offer the FieldTurf Vertex Prime (FTVTP-1) system, with the following product characteristics:

FIELDTURF VERTEX PRIME (FTVTP-1)

Pile Height: 2.5 Inches

Infill Weight: 6.2lbs sand & 3lbs cryogenic rubber per sq. ft.

Pile Weight: 47 oz/yd²

Total System Weight: 1372 oz/yd²

FieldTurf has taken the necessary steps to ensure that your project will run smoothly and that the quality promised will be the quality delivered.

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) Prevailing wages
- c) Performance and payment bonds
- d) Synthetic Turf
 - a. Removal of existing turf surface and reclaim existing infill for reuse in new field.
 - b. Fine grade existing base.
 - c. Installation of the new artificial in-filled grass surface upon a suitable base.
 - d. Center Logo (3 colors, up to 58' x 30')
 - e. Inlaid Football markings.
 - f. Inlaid Soccer markings.
 - g. Inlaid Men's Lacrosse markings.
 - h. Inlaid Women's Lacrosse markings.
 - i. Inlaid Field Hockey markings.
 - j. (1) GMAX test at the end of installation.
 - k. An (10) year 3rd party pre-paid insured warranty on the FieldTurf artificial grass surface.
- e) Power washing and cleaning existing track
- f) Furnish and install new track striping
- g) Furnish and install new ball safety netting along each endzone
 - a. Approximately 400 l.f. (200 l.f. in each endzone)
 - b. Cut and remove existing track surfacing and pavement
 - c. Auger holes and install concrete foundations with rebar cage
 - d. Replace track surfacing within excavated areas

COOP PRICING PROPOSAL



PRICE DOES NOT INCLUDE:

- a) The base upon which the FieldTurf artificial turf surface will be placed. FieldTurf shall not be responsible for the stability, the porosity, nor the approval of the base upon which the FieldTurf surface will be installed, the drainage system, nor any construction or modification of existing installations around the fields.
- b) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- c) The supply, replacement, installation and/or modification of the existing field edging, perimeter nailer board or existing inner concrete curbing within the artificial turf limits.
- d) The supply and import of additional finish aggregate.
- e) Any costs associated with necessary charges relating to the delineation of the field.
- f) The supply or installation of the field edging and perimeter nailer board.
- g) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers
- h) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- i) Site security.
- j) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- k) Site restoration, sodding, landscaping or grow-in.
- l) Any electrical work.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- o) Permits, Permit fees, Inspection fees.
- p) FieldTurf maintenance equipment.
- q) A vehicle to tow FieldTurf maintenance equipment.
- r) All applicable taxes, union labor and other labor law levies.
- s) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

1.800.724.2969 | info@fieldturf.com | fieldturf.com

COOP PRICING PROPOSAL



Christopher Hulk
Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:


Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701
If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



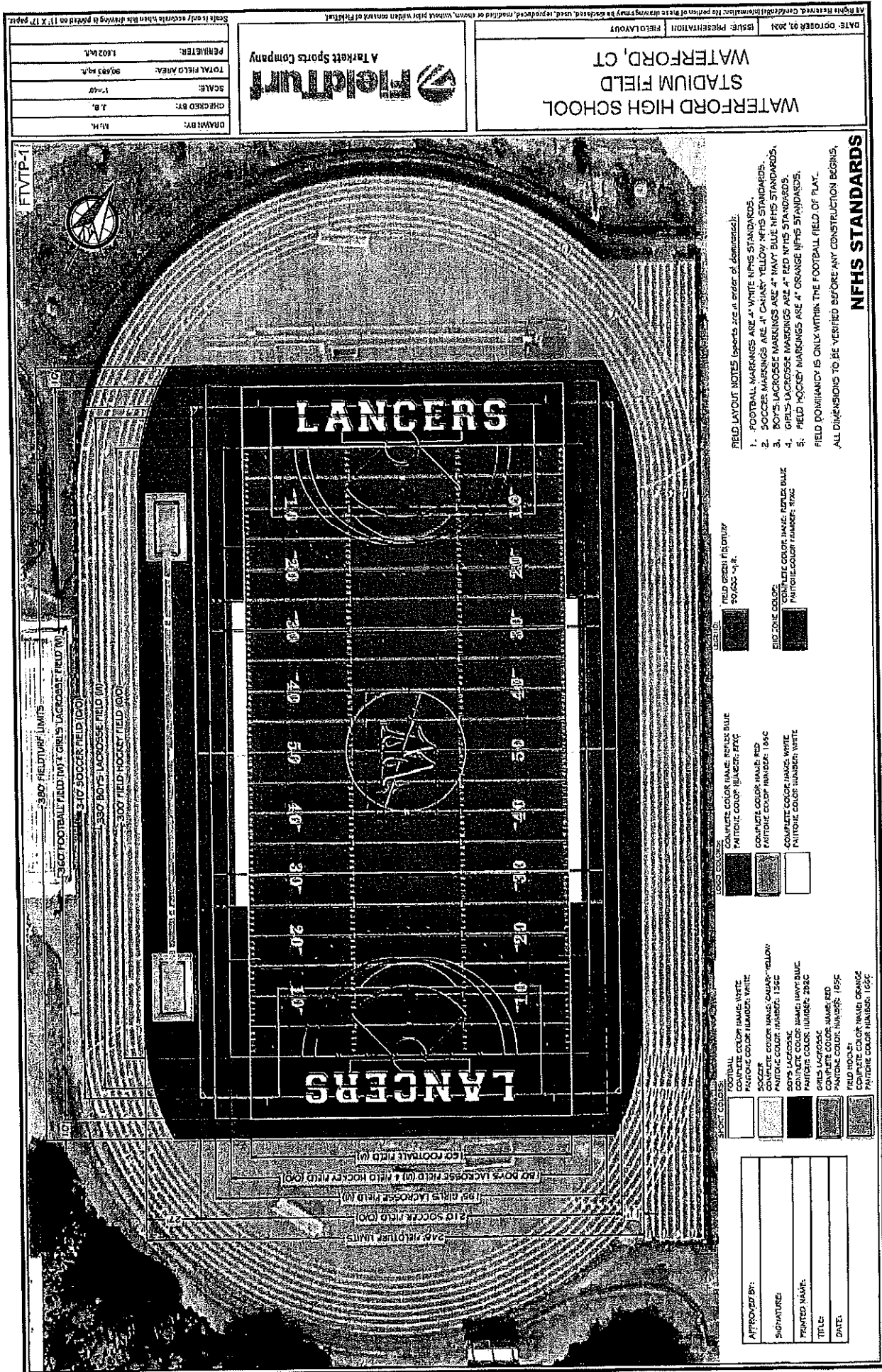
CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
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 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
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- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING





DATE: OCTOBER 20, 2021	ISSUE: PRESENTATION	FIELD LAYOUT
All Rights Reserved. Confidential information. No portion of these drawings may be reproduced, used, reproduced, modified or shown, without prior written consent of FieldTurf.		
Scale is only accurate when this drawing is printed on 11" X 17" paper.		
PERIMETER:	1,602 W.L.	
TOTAL FIELD AREA:	80,693 sq. ft.	
SCALE:	1"=40'	
CHECKED BY:	J.B.	
DRAWN BY:	M.H.	



WATERFORD HIGH SCHOOL STADIUM FIELD WATERFORD, CT

- FIELD LAYOUT NOTES (Notes are in order of importance):
1. FOOTBALL MARKINGS ARE 4" WHITE NFHS STANDARDS.
 2. SOCCER MARKINGS ARE 4" CHALKY YELLOW NFHS STANDARDS.
 3. BOYS LACROSSE MARKINGS ARE 4" NAVY BLUE NFHS STANDARDS.
 4. GIRLS LACROSSE MARKINGS ARE 4" RED NFHS STANDARDS.
 5. FIELD HOCKEY MARKINGS ARE 4" ORANGE NFHS STANDARDS.
- FIELD DIMENSION IS ONLY WITHIN THE FOOTBALL FIELD OF PLAY.
- ALL DIMENSIONS TO BE VERIFIED BEFORE ANY CONSTRUCTION BEGINS.

NFHS STANDARDS

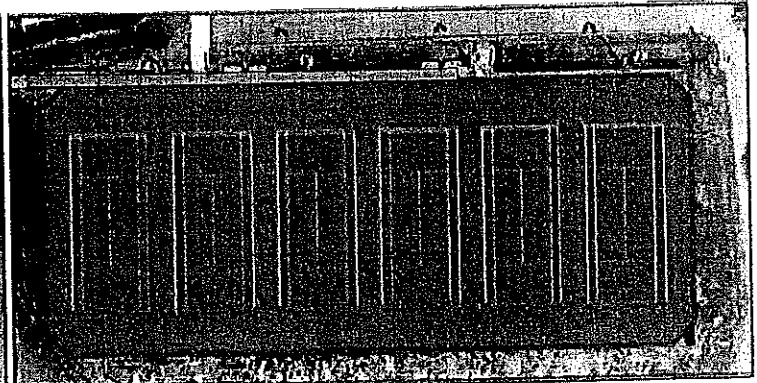
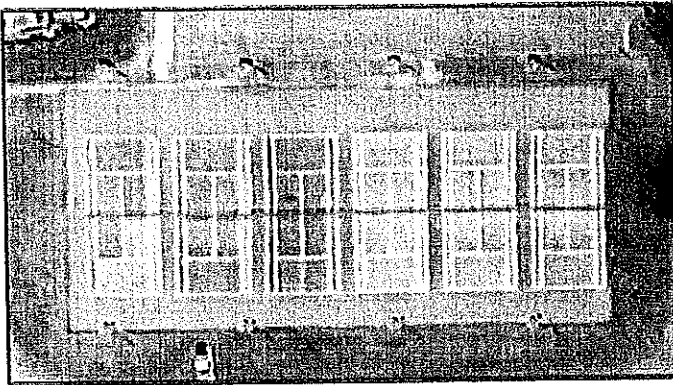
FIELD GREEN FIBROUS	FIELD GREEN FIBROUS	FIELD GREEN FIBROUS	FIELD GREEN FIBROUS
90,693 sq. ft.	90,693 sq. ft.	90,693 sq. ft.	90,693 sq. ft.
FIELD LINE COLOR:	FIELD LINE COLOR:	FIELD LINE COLOR:	FIELD LINE COLOR:
COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE
PANTONE COLOR NUMBER: 284C	PANTONE COLOR NUMBER: 284C	PANTONE COLOR NUMBER: 284C	PANTONE COLOR NUMBER: 284C
FIELD 70% COLOR:	FIELD 70% COLOR:	FIELD 70% COLOR:	FIELD 70% COLOR:
COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE
PANTONE COLOR NUMBER: 284C	PANTONE COLOR NUMBER: 284C	PANTONE COLOR NUMBER: 284C	PANTONE COLOR NUMBER: 284C
FIELD 100% COLOR:	FIELD 100% COLOR:	FIELD 100% COLOR:	FIELD 100% COLOR:
COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE	COMPLETE COLOR NAME: NAVY BLUE
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APPROVED BY:	
SIGNATURE:	
PRINTED NAME:	
TITLE:	
DATE:	

COOP PRICING PROPOSAL



Waterford Regional High School Tennis Court Renovations



October 30, 2024

FieldTurf USA, Inc. is pleased to present the following proposal. FieldTurf pricing is based on the Capital Region Education Council (CREC) program. CREC is a member of The Association of Educational Purchasing Agencies (AEPA) program. The AEPA is a purchasing co-op that provides member schools with pre-determined preferential pricing by approved vendors. Since the product has already been bid at the national level, individual schools do not have to duplicate the formal bid process. AEPA IFB #024.



Click on the following AEPA hyperlink for more information: [AEPA IFB #24](#)

FieldTurf is pleased to offer to supply and install the following high performance artificial infilled turf system:

PROJECT SCOPE:

The base bid project scope includes a design build, turnkey approach with FieldTurf. The work will include associated design and implementation of various improvements for the tennis court facilities. These includes removal and replacement of the existing tennis courts, walkways and fencing. Furnishing and installation of 6 new post tension concrete tennis courts and new concrete walkway along courts. Upon review of the existing courts, it was observed that the existing courts do not have adequate separation distance between the courts to meet current standards. This proposal would bring the new courts up to current dimensional standards. A more detailed breakdown is listed below.

COOP PRICING PROPOSAL



BASE BID

FIELD NAME	Waterford Regional HS Tennis Courts
SQUARE FOOTAGE	+/-33,000 SF
FIELD MARKINGS	Tennis Court Markings (5) with up to 2 Colors for Courts
TOTAL PRICE	\$1,139,250.00

ALTERNATES

ADD Alternate No. 1: BAKKO Throwing Wall	LUMP SUM
Furnish new throwing wall (10'x20'). Install by Others	
Total	\$ 8,850.00

PRICE INCLUDES:

- a) Professionally engineered design plans in support of the project improvements
- b) Prevailing wages
- c) Performance and payment bonds
- d) Tennis Courts

Site Preparation & Restoration:

- 1) Supply and install sediment & erosion control measures around the work site as needed.
- 2) Demo the existing accessories, (2) existing light poles and chain link fencing system.
- 3) Re-aim lighting fixtures as required.
- 4) Reclaim existing courts and regrade for proper consistent pitch.
- 5) Net posts sleeves will be supplied and installed in their own footings.
- 6) Existing court footprint to be expanded to accommodate new pickleball courts.
- 7) New posts sleeves will be supplied in individual footings.

Post-Tension Concrete Slabs:

- 1) Form work will be installed around the entire perimeter of the prepared base.
- 2) Two layers of 6 mil poly will be installed over the prepared base. The first layer will run in the north south direction and the second layer will run in east west direction. All joints will be taped.
- 3) Post-tensioning cables will be installed according to the engineered design. Cables to be 7 strand, 1/2" sheathed and greased cables, commercial grade with 50 mil plastic sheathing.
- 4) Double-fiberglass rebar will be installed on both sides of the anchors as shown on drawings to act as back up bars.
- 5) A concrete slab will be placed inside the formwork. Concrete mix will be a specially designed mix used for post tension slabs.
- 6) Forms will be stripped, and the post-tensioning cables will be stressed according to their specifications. First stress, 24 hours after completion of concrete pour. Second stress will be done after concrete

COOP PRICING PROPOSAL



- reaches +/- 2300 psi (which will take +/- 7 days after the pour). The total stress will be 33,000 lbs per linear inch in both directions. The design of this slab is based on a residual prestress force (psi) of 130 which is above PTI recommendations for sport courts on grade.
- 7) After final stress, Post-tension cable ends will be cut off inside the cone holes, exposed anchors and cables inside the cone holes will be first sprayed with a rubberized waterproof spray and then the cone holes will be filled with no-shrink grout (so edge of slab is flush and smooth).
 - 8) The new concrete slab will be checked for flatness. Any low spots exceeding 1/8" in ten feet in any direction will be filled with 5000 psi epoxy concrete and brought to the proper elevation.

Sports Surface - Prime Coating System:

- 1) The entire concrete slab will be sealed and primed with a breathable waterproof sealer (Classic Turf Adhesive) and grip layer will be installed.
- 2) One (1) coat of Novasurface acrylic resurfacer will be applied to the grip layer according to its specifications.
- 3) Two (2) coats of Novacrylic color coating will be applied to the entire surface according to its specifications. Finished color(s) will be owner's decision.
- 4) White playing lines will be applied with Novatex line paint according to project documents.

Perimeter Fencing and Curbing:

- 1) Supply and install 10' tall, black PVC coated chain link fence size, 1-3/4" x 9 ga. Class 2 B wire.
- 2) 1.660" top & bottom rails with 4" end/corner/gate posts, 3" line posts – all pipe ASTM 1043 & ASTM 1083 standard weight schedule 40 *around the tennis courts only*.
- 3) Posts spaced at 8' OC.
- 4) Gates to be supplied and installed to match the existing layout.
- 5) A 12"x12" perimeter concrete curb will be supplied and installed around the post tension concrete slabs. The fence will be centered in the curb (tennis courts only). The curb will protect the edge of the post tension concrete slabs and remain uncoated.

Accessories:

- 1) Six (6) new tennis net posts, nets and center straps to be supplied and installed.

Concrete Walkway:

- 1) New 5' wide sidewalk to be installed over existing asphalt walkway.

Warranty:

- 1) FieldTurf will guarantee the post tension concrete slab for a period of 25-years from structural cracking, heaving, and settling.
- 2) FieldTurf will guarantee the Prime Coating Sports Surface for a period of 10-years from bubbling and/or peeling.

PRICE DOES NOT INCLUDE:

- a) FieldTurf is not altering or improving the existing drainage system under the existing artificial turf limits. No removal, milling, ponding, flooding or repairs within the existing base and drainage system are included and shall remain the responsibility of the owner.
- b) The supply and import of additional finish aggregate.

COOP PRICING PROPOSAL



- c) Any costs associated with necessary charges relating to the delineation of the courts.
- d) The supply or installation of special structures such as walls and light poles.
- e) The supply of or adjustment to existing manholes, clean-outs or grates and supply of the manhole covers
- f) Any alteration or deviation from specifications involving extra costs, which alteration or deviation will be provided only upon executed change orders, and will become an extra charge over and above the offered price.
- g) Site security.
- h) Repair or resurfacing existing asphalt parking lot if damaged by truck traffic.
- i) Site restoration, sodding, landscaping or grow-in.
- j) Boring for utilities.
- k) Any electrical work.
- l) Athletic court lighting installation.
- m) Unsuitable soils: once subgrade has been established, a proof roll will be performed to ensure the structural stability of the soils; in the event that unsuitable soils are encountered, a price to remedy these areas can be provided by FieldTurf.
- n) Asphalt paving outside of courts.
- o) Relocation, removal and repair of existing utilities not limited to electrical conduits, power poles, water, sewer, gas, cable, telephone, owner placed conduits and/or communication feeds within the field of play.
- p) Permits, Permit fees, Inspection fees.
- q) All applicable taxes, union labor and other labor law levies.
- r) Anything not explicitly noted in the inclusions.

The price is valid for a period of 90 days. The price is subject to increase if affected by an increase in raw materials, freight, or other manufacturing costs, a tax increase, new taxes, levies or any new legally binding imposition affecting the transaction. The parties recognize that the effects of global economic instability are currently unpredictable and could lead to limitations in labor availability and delays in the supply and delivery of materials, equipment or products. In addition, as these contingencies have not been factored into this proposal; materials, equipment and/or products to be used in performing the work may become subject to a price increase. Accordingly, it is acknowledged that the seller/FieldTurf shall (a) not be subject to any damages for any delay due to events beyond its control and, (b) be allowed an equitable adjustment of the time and/or of the price of this proposal or any contractual document resulting therefrom. FieldTurf shall endeavor to notify you as soon as possible of any such events and/or contingencies. Please note that the seller/FieldTurf shall use its best efforts to ensure that it fulfills its commitments and will strive to minimize any negative impacts as they may arise. Thank you for your kind understanding.

Please feel free to reach out to any member of our project team with questions about our offer:

Christopher Hulk
Director of Design and Construction
203-676-4445
christopher.hulk@fieldturf.com

Andrew Dyjak
Regional Vice President - New England
860-333-7839
Andrew.Dyjak@FieldTurf.com

COOP PRICING PROPOSAL

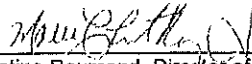


Thank you again for your interest in FieldTurf, we look forward to working with you.

The present proposal serves to provide an overview of the terms and conditions governing the business relationship between the parties for the completion of the above-referenced transaction. The parties hereby undertake to subsequently formalize their agreement by signing a more detailed agreement and/or purchase order ("Contract") and as such the amount listed herein shall be an estimate which will be formalized in said Contract.

By its signature(s) below, the customer acknowledges having read and accepted this proposal and undertakes to be bound by it.

Per:


Marie-Christine Raymond, Director of Operations
FieldTurf USA, Inc. / Tarkett Sports Canada, Inc.

Owner (Signature)

Printed Name and Title

FieldTurf USA, Inc. holds the Cooperative Purchase contract, any PO for Contract must be made out to
FieldTurf USA, Inc. 175 N Industrial Blvd NE, Calhoun, GA 30701

If you have questions regarding the FieldTurf and Beynon SmartBuy Cooperative Purchasing Program, please
contact Eric Fisher at: Eric.Fisher@smartbuycooperative.com.



COOP PRICING PROPOSAL



CONDITIONS

Notwithstanding any other document or agreement entered into by FieldTurf in connection with the supply and installation only of its product pursuant to the present bid proposal, the following shall apply:

- a) This bid proposal and its acceptance is subject to strikes, accidents, delays beyond our control and *force majeure*.
- b) Based upon Applications for Payment submitted to the Customer by the Supplier, the Customer shall make progress payments on account of the Purchase Price to the Supplier as provided below and elsewhere in the Agreement. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month. 20% of the total contract value shall be due on December 1, 2023. Thereafter, the Customer shall make payment of the certified amount to the Supplier, 5% retainage, within thirty (30) days of the date of the Application for Payment. Payments due and unpaid under the Agreement shall bear interest from the date payment is due at the rate of ten Percent (10%) per annum. Final payment, constituting the entire unpaid balance of the Purchase Price, shall be made by the Customer to the Supplier when:
 - The Supplier has fully performed the all the work; and
 - Supplier's Certificate of Completion for the Turf Product has been signed by the Customer
- c) Accounts overdue beyond 30 days of invoice date will be charged at an interest rate of 10% per annum.
- d) FieldTurf requires a minimum of 21 days after receiving a fully executed contract or purchase order and final approvals on shop drawings to manufacture, coordinate delivery and schedule arrival of installation crew. Under typical field size and scenario, FieldTurf further requires a minimum of 28 days per field to install the Product subject to weather and force majeure
- e) FieldTurf requires a suitable staging area. Staging area must be square footage of field x 0.12, have a minimum access of 15 feet wide by 15 feet high, and, no more than 100 ft from the site. A 25 foot wide by 25 foot long hard or paved clean surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of infill material. Access to any field will include suitable bridging over curbs from the staging area to permit suitable access to the field by low clearance vehicles. Staging area surface shall be suitable for passage with motor vehicles used to transport materials to the site and/or staging area. FieldTurf shall not be liable for any damages to the staging area or its surface unless such damages are caused by FieldTurf's intentional misconduct or negligence.
- f) This proposal is based on a single mobilization. If the site is not ready and additional mobilizations are necessary, additional charges will apply.
- g) Upon substantial completion of FieldTurf's obligations, the Customer shall sign FieldTurf's Certificate of Completion in the form currently in force; to accomplish this purpose, the Customer will ensure that an authorized representative is present at the walk-through to determine substantial completion and acceptance of the field, which may include a list of punch list items.
- h) FieldTurf shall not be a party to any penalty clauses and/or liquidated damages provisions.
- i) FieldTurf shall be entitled to recover all costs and expenses, including attorney fees, associated with collection procedures in the event that FieldTurf pursues collection of payment of any past due invoice.
- j) All colors are to be chosen from FieldTurf's standard colors.

THE TARKETT SPORTS FAMILY - LEADERS IN SPORTS SURFACING



FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553
www.waterfordct.org

13

November 18, 2024

Mr. Paul Goldstein
Moderator
Representative Town Meeting
15 Rope Ferry Road
Waterford, CT 06385

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 20 A 8:32
ATTEST: David Campo
TOWN CLERK

Dear Mr. Moderator:

I am respectfully requesting the RTM consider a wage increase for the Non-Union Administrative Support (AS) & Technical Craft (TC) employees and the Non-Union Management Professional employees as follows: 2.5% effective July 1, 2025. The cost of the proposed increase is represented in the attached Labor Cost Reports.

There will also be an increase in employee cost-sharing of health benefits as follows: Non-Union AS & TC and the Non-Union Management Professional employees will move from 15% to 16% effective July 1, 2025.

If you have any questions, please do not hesitate to call Christine Walters, Director of Human Resources, at 860-444-5832.

Sincerely,

Robert J. Brule
First Selectman

Enclosure

cc: David Campo, Town Clerk
Christine Walters, Director of Human Resources

**Town of Waterford
LABOR COST REPORT**

Employee Group: Non-Union Administrative Support (AS) and Technical Crafts (TC) Employees

Number of Employees: 26 (8 Full-Time / 18 Part-Time)

Duration: Begin: 07/01/25 End: 06/30/26

Execution Date: Upon RTM approval plus 15 days

Salary/Wage Costs

**Fiscal Year
2025 - 2026**

Raise \$:	\$ 21,078
Experience Increase (Steps) \$:	\$ 8,027
Total Wage Increase %:	2.50%

This will also include an increase in employee cost-sharing of health benefits from 15% to 16% effective July 1, 2025.

NON-UNION ADMINISTRATIVE SUPPORT (AS) & TECHNICAL CRAFT (TC)
JULY 1, 2025 GENERAL WAGE INCREASE (GWI)

					07/01/25 2.50% INCREASE	
POSITION	DEPARTMENT	ANNUAL HRS	6/30/25 HRLY WAGE	6/30/25 ANNUAL WAGE	HRLY WAGE	ANNUAL WAGE
FULL-TIME						
1 IT Support Engineer	Finance/IT	2080	\$35.22	\$73,257.60	\$36.10	\$75,089.04
2 PC Technician	Finance/IT	2080	\$24.92	\$51,833.60	\$25.54	\$53,129.44
3 Technician II	Library	1820	\$30.40	\$55,328.00	\$31.16	\$56,711.20
4 Technician II	Library	1820	\$30.40	\$55,328.00	\$31.16	\$56,711.20
5 Technician II	Library	1820	\$30.40	\$55,328.00	\$31.16	\$56,711.20
6 Info/Ref Technical	Library	1820	\$26.21	\$47,702.20	\$26.87	\$48,894.76
7 Secretary II	Library	1820	\$33.55	\$61,061.00	\$34.39	\$62,587.53
8 Bldg. & Grounds Manager	Library	2080	\$33.52	\$69,721.60	\$34.36	\$71,464.64
PART-TIME						
9 A/R Clerk	Tax Collector	988	\$30.40	\$30,035.20	\$31.16	\$30,786.08
10 Recording Secretary	Flood & Erosion	36	\$30.40	\$1,094.40	\$31.16	\$1,121.76
11 Recording Secretary	Shellfish/Harbor	500	\$30.40	\$15,200.00	\$31.16	\$15,580.00
12 Senior Services Clerk	Senior Services	520	\$25.57	\$13,296.40	\$26.21	\$13,628.81
13 Senior Services Clerk	Senior Services	780	\$25.57	\$19,944.60	\$26.21	\$20,443.22
14 Community Café Manager	Senior Services	988	\$22.60	\$22,328.80	\$23.17	\$22,887.02
15 Driver	Senior Services	988	\$25.55	\$25,243.40	\$26.19	\$25,874.49
16 Driver	Senior Services	988	\$22.03	\$21,765.64	\$22.58	\$22,309.78
17 Driver	Senior Services	988	\$26.18	\$25,865.84	\$26.83	\$26,512.49
18 Clerk/Typist II	Rec & Park	1248	\$27.54	\$34,369.92	\$28.23	\$35,229.17
19 Technician I	Library	728	\$21.51	\$15,659.28	\$22.05	\$16,050.76
20 Technician I	Library	936	\$27.54	\$25,777.44	\$28.23	\$26,421.88
21 Technician I	Library	728	\$24.34	\$17,719.52	\$24.95	\$18,162.51
22 Technician I	Library	624	\$21.51	\$13,422.24	\$22.05	\$13,757.80
23 Info/Ref Asst.	Library	988	\$26.21	\$25,895.48	\$26.87	\$26,542.87
24 Info/Ref Asst.	Library	832	\$26.21	\$21,806.72	\$26.87	\$22,351.89
25 Info/Ref Asst.	Library	832	\$26.87	\$22,355.84	\$27.54	\$22,914.74
26 Custodian II	Library	988	\$22.03	\$21,765.64	\$22.58	\$22,309.78
				\$843,106.36		\$864,184.02
					INCREASE	\$21,077.66

Health Insurance EE Portion

15%

16%

**Town of Waterford
LABOR COST REPORT**

Employee Group: Non-Union Professionals & Management Professionals
Number of Employees: 17
Duration: Begin: 07/01/2025 End: 06/30/2026
Execution Date: Upon RTM approval plus 15 days

Salary/Wage Costs

**Fiscal Year
2025 – 2026**

Raise \$: \$39,432
Experience Increase (Steps) \$: no steps
Total Wage Increase %: 2.50%

Comments

This will also include an increase in employee cost-sharing of health benefits from 15% to 16% effective July 1, 2025.

**NON-UNION PROFESSIONALS
JULY 1, 2025 GENERAL WAGE INCREASE**

POSITION	DEPARTMENT	Current Salary 6/30/25	7/1/25 2.50% Increase
Executive Assistant	First Selectman	\$ 57,644	\$ 59,085
Human Resources Assistant	Human Resources	\$ 59,739	\$ 61,232
Department Assistant (Adult Services)	Library	\$ 63,550	\$ 65,139
Children's Services Dept. Head	Library	\$ 71,268	\$ 73,050
Technical/Circulation Services Dept. Head	Library	\$ 84,345	\$ 86,454
Adult Services Dept. Head	Library	\$ 76,684	\$ 78,601
Community Safety Educator	Fire Serv/Emerg Mgmt	\$ 77,868	\$ 79,815
Information Technology Manager	Finance	\$ 117,881	\$ 120,828
Fire Marshal	Fire Services	\$ 92,230	\$ 94,536
Assistant Fire Chief	Fire Services	\$ -	\$ -
		\$ 701,209	\$ 718,739
		Increase \$	17,530

**NON-UNION MANAGEMENT PROFESSIONALS
JULY 1, 2025 GENERAL WAGE INCREASE**

POSITION	DEPARTMENT	Current Salary 6/30/25	7/1/25 2.50% Increase
Library Director	Library	\$ 100,837	\$ 103,358
Planning Director	Planning & Zoning	\$ 107,362	\$ 110,046
Director of Human Resources	Human Resources	\$ 96,448	\$ 98,859
Director of Recreation & Parks	Recreation & Parks	\$ 112,143	\$ 114,947
Emergency Management Director	Emerg. Mgmt.	\$ 94,325	\$ 96,683
Director of Utilities	Utility Commission	\$ 110,000	\$ 112,750
Director of Finance	Finance	\$ 129,475	\$ 132,712
Director of Fire Services	Fire Services	\$ -	\$ -
Director of Public Works	Public Works	\$ 125,486	\$ 128,623
		\$ 876,076	\$ 897,978
		Increase \$	21,902

14,15

Backup to be provided by Human Resources separately.



Town of Waterford

Board Book Report



Oswegatchie Fire Station Building Committee

Basic Information

Type	Committee
Status	Enabled
Visibility	Public

16

Board Seats

Board Name	Position	Appointed By	First Name	Last Name	Address	Email	Political Party	Calculated Start Date	Calculated End Date	Title	Status
Oswegatchie Fire Station Building Committee	BOF Member	Board of Finance	J. Robert	Tuneski	8 Mayfair Drive	j_robert_tuneski@sbcglobal.net	Republican	3/8/2023	Life Term	Chair	Active
Oswegatchie Fire Station Building Committee	BOS Member	Board of Selectmen	Richard	Muckle	864 Vauxhall Street Ext.	rmuckle@comcast.net	Republican	3/8/2023	Life Term	Member	Active
Oswegatchie Fire Station Building Committee	Elector	Representative Town Meeting						11/7/2024	Life Term		Vacant
Oswegatchie Fire Station Building Committee	Elector	Representative Town Meeting	Matthew	Blankenship	22A Longview Ave	matt.j.blankenship@gmail.com	Republican	3/8/2023	Life Term	Member	Active
Oswegatchie Fire Station Building Committee	Fire Service Member	Fire Services Director	Rocco	Bracciale	21 Konomac Ave	roccobracciale@gmail.com	Unaffiliated	3/8/2023	Life Term	Member	Active
Oswegatchie Fire Station Building Committee	Fire Service Member	Fire Services Director	Wayne	Gilpin	6 Albacore Dr	wgilpin53@gmail.com	Republican	3/8/2023	Life Term	Member	Active
Oswegatchie Fire Station Building Committee	Fire Service Member	Fire Services Director	Paul	Rafuse	2 Brill Avenue	egpfemt@gmail.com	Independent	7/12/2023	Life Term	Member	Active
Oswegatchie Fire Station Building Committee	RTM Member	Representative Town Meeting	Ted	Olynciw	62 Twin Lakes Drive	tedolynciw@yahoo.com	Democrat	3/8/2023	Life Term	Member	Active
Oswegatchie Fire Station Building Committee	RTM Member	Representative Town Meeting	Jennifer	Antonino Bracciale	21 Konomac Avenue	jlabracciale6@gmail.com	Republican	12/5/2023	Life Term	Member	Active

Personnel Review Board

Basic Information											
Type	Board										
Status	Enabled										
Visibility	Public										

17

Board Seats

Board Name	Position	Appointed By	First Name	Last Name	Address	Email	Political Party	Calculated Start Date	Calculated End Date	Title	Status
Personnel Review Board	Member	Representative Town Meeting	Talivaldis	Maidelis	38 Beacon Hill Drive	talim605@gmail.com	Republican	12/1/2021	11/30/2024	Member	Active
Personnel Review Board	Member	Representative Town Meeting	Krum	Chuchev	55 Colonial Dr		Republican	12/1/2022	11/30/2025	Member	Active
Personnel Review Board	Member	Representative Town Meeting	Kathleen	Mullen Kohl	18 Oswegatchie Road	kohlk1975@gmail.com	Democrat	12/1/2023	11/30/2026	Member	Active
Personnel Review Board	Member	Representative Town Meeting	Stephane	Browder	12 Two Mile Hill Rd	stephanebrowder819@gmail.com	Democrat	12/1/2023	11/30/2026	Member	Active
Personnel Review Board	Member	Representative Town Meeting	Rikki	Wells	13 Quarry Road	Rikki8243@gmail.com	Republican	12/1/2022	11/30/2025	Chair	Active

WATERFORD REPUBLICAN TOWN COMMITTEE
P.O. Box 671
Waterford, CT 06385

Mr. David Campo
Waterford Town Clerk
15 Rope Ferry Road
Waterford, CT 06385

November 19, 2024

Dear Dave,

Please be informed that the Waterford Republican Town Committee has endorsed Talivaldis (Tali) Maidelis to serve on the Personnel Review Board for the December 1, 2024 to November 30, 2027 term.

The Waterford Republican Town Committee respectfully requests that the Representative Town Meeting place in nomination at its meeting on December 2, 2024 the name of Tali Maidelis for a term on the Personnel Review Board. Tali has been on the Board for over 5 years. He has experience in personnel matters for over 20 years in his military and civilian careers.

Thank you in advance for your cooperation in this request.

Sincerely yours,

Tali Maidelis
WRTC, Chairman

Cc: Paul Goldstein
RTM, Moderator

Danielle Steward-Gelinas
RTM, Majority Leader

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 19 11:10:35
ATTEST: *David H. Campo*
TOWN CLERK



Town of Waterford

Board Book Report

18

Social Services Grants Committee

Basic Information

Type	Committee
Status	Enabled
Visibility	Hidden

Board Seats

Board Name	Position	Appointed By	First Name	Last Name	Email	Political Party	Calculated Start Date	Calculated End Date	Status
Social Services Grants Committee	BOF Member	Board of Finance	Ronald	Fedor	ronald_r_fedor@sbcglobal.net	Republican	12/1/2023	11/30/2024	Active
Social Services Grants Committee	BOS Member	Board of Selectmen	Robert	Brule	rbrule@waterfordct.org	Republican	12/1/2023	11/30/2024	Active
Social Services Grants Committee	RTM Member	Representative Town Meeting	Thomas	Dembek	wastreasurer152@outlook.com	Republican	12/4/2023	12/1/2024	Active
Social Services Grants Committee	RTM Member	Representative Town Meeting	Lindsay	Khan	lindsaym.khan@gmail.com	Democrat	12/4/2023	12/1/2024	Active

Good afternoon everyone,

It's that time of year again! Social Service Grants Committee is getting together. Please mark your calendars. A reminder will go out as the date gets closer. We will be in touch again. Enjoy the summery-fall we are experiencing today!

Meeting: January 8, 2025, 3pm

Where: Waterford Town Hall, Lg Auditorium

Who: see list below:

AGENCY
WATERFORD SHELLFISH COMMISSION
WATERFORD/EAST LYME SHELLFISH (WELSCO)
SECT COUNCIL OF GOVERNMENTS (SCCOG)
HISTORIC PROPERTIES COMMISSION
T.V.C.C.A.
DISABLED AMERICAN VETERANS
V.F.W. POST 6573, 9975 & AL 161
SAFE FUTURES
SEAT
EASTERN CT CONSERVATION DISTRICT INC
TOWN HISTORIAN
WTFD HISTORICAL SOCIETY
UNITED COMMUNITY & FAMILY SERVICES
THE ARC OF EASTERN CONNECTICUT
NL HOMELESS HOSPITALITY CENTER
SACCEC

Shannon Withey
EXECUTIVE ASSISTANT
To the First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
swithey@waterfordct.org
Phone: 860-444-5834
Fax: 860-444-0273

**REPRESENTATIVE TOWN MEETING
2025 REGULAR MEETING SCHEDULE
7:00pm – Waterford Town Hall Auditorium**

February 3, 2025

April 7, 2025

May 5, 7, 12 and 14, 2025 (FY26 Annual Budget Meeting)

June 2, 2025

August 4, 2025

October 6, 2025

December 1, 2025 (Annual Meeting)

RECEIVED FOR RECORD
WATERFORD, CT
2024 NOV 18 | A 9:16
ATTEST: *David J. Langley*
TOWN CLERK

TOWN OF WATERFORD
GENERAL FUND
2024-2025 PROPOSED BUDGET

DEPT/AGENCY: 10117 REPRESENTATIVE TOWN MEETING

LINE ITEM	DESCRIPTION	COLUMN 1 2023/2024 ACTUAL EXPENDED	COLUMN 2 2024/2025 RTM APPROP.	COLUMN 3 2022/2023 ADDITIONAL/ TRANSFERS	COLUMN 4 ACTUAL EXPEND & ENCUMB.AS OF 1/1/25	COLUMN 5 2025/2026 DEPT/ AGENCY REQUEST	COLUMN 6 2022/2023 APPROVED BD/COMM.
	PERSONNEL COSTS						
51210	CLERICAL/TECHNICAL	0	1			1	
51920	F.I.C.A						
	SUBTOTAL	0	1	0	0	1	
	SERVICES						
52010	ADVERTISING	3,394	6,000			6,000	
52020	POSTAGE	0	50			50	
52050	DUES, CONFERENCES, EDUC.	12,852	12,852			12,852	
	SUBTOTAL	16,246	18,902	0	0	18,902	
	DEPARTMENT TOTAL	16,246	18,903	0	0	18,903	

ATTEST: *David J. Langley*
TOWN CLERK

2024 NOV 18 10 16
RECEIVED FOR RECORD
WATERFORD, CT

PROPOSED BUDGET

FY2026

10117 REPRESENTATIVE TOWN MEETING

GENERAL REMARKS

The Waterford Representative Town Meeting is the legislative body of the town government. The RTM holds six regular meetings (of which the December meeting is the "Annual Meeting"), one usually extended budget session in May and occasional special meetings during the calendar year.

There are six standing committees which do much of the work of the RTM, meeting as necessary in order to conduct the work assigned to them by the moderator. The town clerk is the clerk of the RTM and most of the clerical work for meetings is handled by that office.

SERIES JUSTIFICATION

51000 SERIES

The Town Clerk will handle these duties as part of his salary. I do ask that the line remain funded in the case of a scheduling conflict or a conflict of interest.

52000 SERIES

52010 Advertising: RTM Call, public hearing notices, notice of legislation, etc.

52020 Postage: Committee correspondence, notices, special requests for minutes or agendas.

52050 Dues Conferences and Education: Service fees to Connecticut Conference of Municipalities, which is used by all town departments. CCM does not expect an increase, but still has not formally set its rate for FY26. (Additional backup attached)

53000 SERIES

53010 Office Supplies: The costs of nameplates for new RTM members will come out of the town's general supplies.

BUDGETARY RESTRAINT

We will continue to use email and the Town Courier when appropriate to help reduce postage. Advertising continues to be a primary stressor.

David Campo

From: Michael Muszynski <MMUSZYNSKI@CCM-CT.ORG>
Sent: Monday, May 13, 2024 1:41 PM
To: David Campo
Cc: Randy Collins
Subject: CCM Services
Attachments: Waterford town usage.pdf; CCM Brief Overview of Benefits Services - Staff.docx

CAUTION: This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Dave,

It was nice speaking with you earlier. I have attached some information that I think would be beneficial to illustrate the services that CCM provides, as well as some of those services and deliverables that CCM has provided Waterford over the past few years.

I would also be remised if I did not reiterate the savings that are provided through our advocacy efforts. Whether securing additional state aid, or preventing unfunded mandates from being imposed on towns and cities, these often cannot be quantified, but we are always working for the benefit of towns and cities. One recent success that can be quantified was securing additional federal aid through the American Rescue Plan. As originally proposed, the few states, like Connecticut, that do not have county form of government would have missed out of millions as the feds would have sent the money to the state rather than towns. We worked with Congressional leadership to ensure that money was specifically allocated for these towns, and the state would only serve as a passthrough. As a result, Waterford received approximately \$1.9 million in additional ARPA funds that likely would have not been received if not for our efforts.

I am also cc'ing my colleague Randy Collins on this email if there is anything else I may have forgotten.

If the RTM, or any group would like a CCM staffer to attend a meeting, or discuss particular issues, please let us know.

Best regards,

Mike Muszynski | Director of Research & Analytics
545 Long Wharf Drive, 8th Floor | New Haven, CT 06511
C: 203-500-7556



 @CCM.ForCT |  @CCM_ForCT |  @CCM_CT



BRIEF OVERVIEW OF BENEFITS & SERVICES

ADVOCACY

Director of Public Policy, Brian O'Connor, (203) 498-3026, boconnor@ccm-ct.org

STATE LEVEL

- Propose recommendations and vote on CCM's annual state legislative program.
- Benefits and results of CCM's extensive lobbying of legislature.

FEDERAL LEVEL

- Assist in determining CCM's federal legislative program.
- Receive information on status of any federal legislation in which municipality is interested.
- Benefits from results of CCM's lobbying of Congress.

RESEARCH & INFORMATION SERVICE

Research Manager, Max Friedman, (203) 498-3043, mfriedman@ccm-ct.org

- Research by CCM on any municipal governance topic of interest to municipal officials.
- Collects data and information and publishes reports, bulletins, and other documents on a variety of topics related to local government.

MUNICIPAL LABOR RELATIONS DATA SERVICE

Research Manager, Max Friedman, (203) 498-3043, mfriedman@ccm-ct.org

- Town/city receives information and results of research on labor relations and personnel issues.
- Administers the annual municipal salary survey.
- Customized reports on wages, fringe benefits, and labor information.

GOVERNMENT FINANCE

Director, Municipal Resource and Service Center, George Rafael, (203) 498-3063, grafael@ccm-ct.org

- Provides data and information on the state budget and legislation impacting municipal finance.
- Coordinates with finance officers on matters of financial administration and management.

ANNUAL CONVENTION* AND ANNUAL SPRING SYMPOSIUM

Events and Marketing Administrator, Korbi Kelly-Banks, (203) 498-3049, kkelly-banks@ccm-ct.org

- Workshops and trade show feature the latest products, services, and resources to help municipalities function better and save money.

PRESCRIPTION DISCOUNT CARD PROGRAM

Municipal Services & Data Administrator, Alison Geisler, (203) 498-3029, ageisler@ccm-ct.org

- FREE enrollment for residents of municipalities, average savings of 45% on prescription drugs and additional discounts on vision, LASIK, and hearing services.

TRAINING AND WORKSHOPS

Education & Events Coordinator, Danielle Walker, (203) 498-3037, dwalker@ccm-ct.org

- Leading-edge workshops and seminars for municipal officials, both regularly-scheduled and customized, held in municipal facilities.



CERTIFIED CONNECTICUT MUNICIPAL OFFICIAL (CCMO)*

Education & Events Coordinator, Danielle Walker, (203) 498-3037, dwalker@ccm-ct.org

- Municipal certification program focused on three key areas: personal development, professional development, and community development.

CIRMA*

President and CEO, David Demchak, (203) 498-3034, ddemchak@ccm-ct.org

- CIRMA provides members tailored coverage, expert claims and policy administration services, access to exclusive CIRMicare Medical Care Plan, Heart & Hypertension claims services, and on-site risk management consulting and training services.

DRUG & ALCOHOL CONSORTIUM*

Municipal Services Associate, Derek Watson, (203) 946-3782, dwatson@ccm-ct.org

- Testing, training, and management services for public works, police, fire, and other municipal personnel.

ENERGY PROGRAMS*

Municipal Services Associate, Derek Watson, (203) 946-3782, dwatson@ccm-ct.org

- Energy purchasing of electricity, natural gas, and solar power.
- Owners' representation for energy efficiency projects in municipal and school buildings and municipal microgrid projects.
- LED streetlight conversion, including system purchase assistance.

GIS CONSORTIUM*

Director, Municipal Resource and Service Center, George Rafael, (203) 498-3063, grafael@ccm-ct.org

- Provides affordable access to GIS expertise and resources, so you can implement the right GIS solution for your community.

JOB BANK LISTING*

Municipal Services Associate, Alison Geisler, (203) 498-3029, ageisler@ccm-ct.org

- Provides a convenient place to post job openings, RFPs, and RFQs in your municipality

IT IN A BOX*

Municipal Services Associate, Derek Watson, (203) 498-3035, dwatson@ccm-ct.org

- Provides choice of cybersecurity and computer maintenance, 24x7 helpdesk, data backup and disaster recovery, records management, video archiving, policy and compliance, and website management.

MUNICIPAL CONSULTING SERVICE (MCS) & EXECUTIVE SEARCH*

Research Director, Max Friedman, (203) 498-3043, mfriedman@ccm-ct.org

- MCS assists members with a full complement of essential services including grant writing, RFP drafting, project management, operational reviews, change implementation, organizational studies, strategic planning, finance and budgeting, purchasing, facilities management, and temporary staffing.
- MSC-ES recruits exceptional candidates for senior level municipal positions via a structured but flexible process in cooperation with local officials.

NIC CT DIGITAL SERVICE HUB*

Director, Municipal Resource and Service Center, George Rafael, (203) 498-3063, grafael@ccm-ct.org

- One-stop-shop of digital services, reduces paper-based processes, improves local government interaction with residents, builds a strategic plan for a digital future, all with no or minimal impact to municipal budgets.



PALITY*

Director, Municipal Resource and Service Center, George Rafael, (203) 498-3063, grafael@ccm-ct.org

- TownFaqTM Analytics includes full peer benchmarking, local economic forecasts, historical financials, budgeting parameters, and an array of sensitivity and what-if analytics.

PRINT AND PRODUCTION SERVICES*

Office Services Manager, David Higgins, (203) 804-1756, printing@ccm-ct.org

- Discounted full-color digital printing
- Booklets, brochures, flyers, banners, posters, post-cards, business cards, etc.

STREETSCAN PAVEMENT MANAGEMENT*

Municipal Services Associate, Derek Watson, (203) 498-3035, dwatson@ccm-ct.org

- State-of-the-art technology provides enhanced pavement inspection and management services.
- Innovative patented sensing collects an abundance of data that details pavement condition and assets, including a Pavement Condition Index (PCI) Report, plus data visualization integrated into your existing GIS or optional cloud-based access.
- Data driven decision-making is via a Pavement Management Plan offering maintenance and budget options, suggestions and scenarios and robust interactive planning and budgeting tools.

* Fee not included in membership dues.



Connecticut Conference of Municipalities

collaborating for the common good

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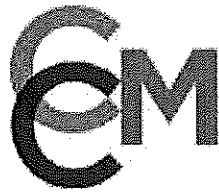
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