

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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ATTEST: *Daniel L. Campos*
TOWN CLERK

AGENDA
BOARD OF SELECTMEN REGULAR MEETING

Tuesday, September 10, 2024

5:00 PM

Waterford Town Hall (Appleby Room)

(Procedural Action: Check register to be signed by the Board of Selectmen in accordance with CGS 7-83)

1. **Call to Order & Roll Call:**
2. **Pledge of Allegiance**
3. **Public Comment:**
4. **Board of Education:** To consider and act on a request for a FY25 appropriation from the Director of Finance and Operations, Joseph Mancini, in the amount of \$278,750, for the moisture and drainage remediation of the Great Neck Elementary School Field, and forward on to the Board of Finance if approved.
5. **Board of Education:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, to award Whaling City Ford, in the amount of \$68,747, from line # 24207-54070 for a 2024 Ford Truck F-350 Super Duty 4WD.
6. **Planning Department:** MOVED, that the Town of Waterford Board of Selectmen authorize the First Selectman to sign the proposed contract with the State of Connecticut to make improvements on State owned land at 365 and 371 Mago Point Way as described in the exhibit and more particularly described in appendix A of said contract.
7. **Planning Department:** To consider and act on a request for a FY25 additional appropriation from the Director of Planning, John Mullen, in the amount of \$12,500, for the joint grant application for the Conservation Project to preserve and enhance Alewife Cove, from line# 20541-57328 (Alewife Cove

Dredging), and forward on to the Board of Finance if approved.

- 8. Police Department:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, on behalf of the Police Department, for disposal of aged assets, a 2016 Ford Explorer Police interceptor Utility, VIN # 1FM5K8AR9GGB89112, Asset ID: 101403, Tag: Car 7, as this vehicle has been replaced according to the Fleet Management Plan.

9. Appointments & Resignations:

9a. To consider and act on the re-appointment of Julie Greco (IT) to the Economic Development Commission, to fill the term of 9/1/24-8/31/28 as an Alternate member.

9b. To consider and act on the re-appointment of Cathy Barnard (D) to the Eastern Tourism Board, to fill the term of 9/1/24-8/31/28 as a member

9c. To consider and act on the re-appointment of Dani Gorman as the Municipal Agent for the Youth for the term of 6/2/24-6/1/26.

9d. To consider and act on the re-appointment of Dani Gorman as the Municipal Agent for the Elderly for the term of 6/2/24-6/1/26.

10. New Business:

11. Old Business:

12. Correspondence:

12a. Email – Pesticide Use – Elvira Johns

12b. Email – Pesticide Use – Theodore Johns

13. Consent Agenda

13a. Tax Refund

13b. Board of Selectmen Regular Meeting Minutes August 6, 2024

13c. Board of Selectmen Regular Meeting Minutes August 20, 2024

14. Adjournment:

#4



Mr. Joseph P. Mancini
Director of Finance and Operations

Mr. Thomas W. Glard III
Superintendent of Schools

August 30, 2024

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

Dear Mr. Brule:

At the August 22, 2024 Board of Education meeting, the Board directed administration to request an appropriation from fund balance for the following item.

- Moisture and drainage remediation of the Great Neck Elementary School Field

There has been ongoing drainage and excess moisture issues on the field behind Great Neck Elementary School almost since the school was built. Waterford Recreation and Parks has tried in-house remediation efforts through the years with little to no impact. Depending on yearly precipitation amounts, the field can be unusable for large stretches of time, including about a third of the school year last year.

In July of 2024, the Board of Education, with the assistance of the Recreation and Parks Department, contracted with Tom Irwin Advisors, Inc. to conduct a study and analysis of the field. The full report, attached for your reference, includes both findings and recommendations. According to the report from Tom Irwin Advisors, Inc., the expected cost of the remediation of the field is expected to be \$278,750.

Investment	COST (assumes high end of range)
Surface Reconstruction, Replace Root zone, Regrade, and New Turf Varieties	\$ 170,000
Irrigation Installation	\$ 39,000
Drainage Improvement	\$ 14,000
Contingency, as recommended by Tom Irwin Advisors, Inc., to address unforeseen circumstances, cost increases, overruns, and change orders (25%)	\$ 55,750
Total Investment	\$ 278,750

We plan to have representation from Tom Irwin Advisors, Inc. at each meeting during this process to address questions.

Respectively,

Joseph P. Mancini
Director of Finance and Operations

CC: Board of Education
Board of Finance
Superintendent

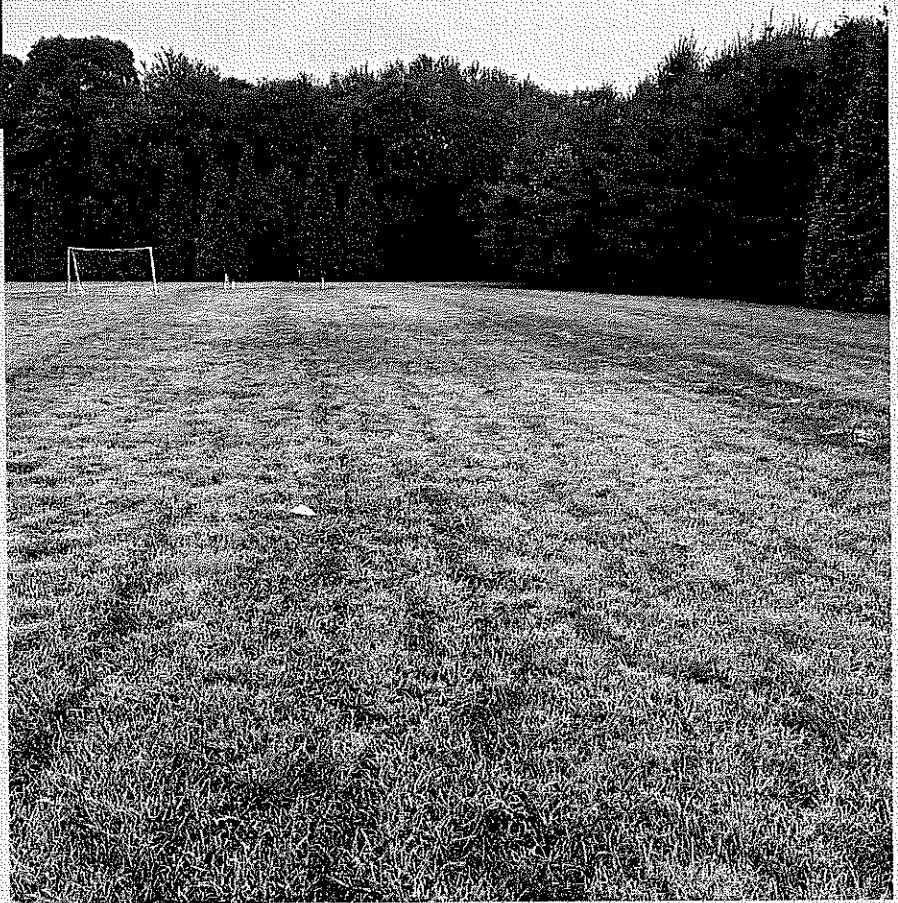
Great Neck
Elementary School

Waterford, CT

July, 2024

TOM IRWIN ADVISORS, INC.

Tom IRWIN



FIELD DRAINAGE EVALUATION REPORT

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Testing Locations



Test Pit Location



**Performance
Testing Location**



INTRODUCTION:

Waterford Public Schools is a community of learners that fosters and supports high aspirations, ensuring every student acquires the skills and knowledge necessary to be a responsible citizen, prepared to contribute and succeed in an ever-changing world.

Ryan McNamara - Director of the Waterford Parks and Recreation Commission, contacted Ian Lacy, of Tom Irwin Advisors (TIA) and asked if he could meet him at Great Neck Elementary School, and evaluate the athletic field at the school. Ian met with Ryan and he explained to Ian that the field was not draining and was a continual problem. We agreed that the field seemed to be holding excessive moisture and that an Athletic Field Drainage Evaluation was in order.

We utilized elements from our Performance Quality Standards Assessments to provide an objective and science based approach to the evaluation. We also used drainage specific investigatory techniques such as examining gradients, and compaction, soils, and test pits.

Our Scope of Work

The scope of the proposal and the Athletic Field Drainage Evaluation was as follows:

- Physical Soil Evaluation
- Nutritional Soil Evaluation
- Surface Hardness Test
- Compaction Test at the 1" Depth and the 3" Depth
- Sub-Base Material Examination
- Soil Profile Test Pit
- Athletic Field Gradients Evaluation
- POGO+ Volumetric Water Content Analysis

SOLUTIONS

Following our Field Drainage Evaluation and an analysis of our findings, we are providing the following options for a solution to the challenges currently affecting the Great Neck Elementary School Field. This Solution can be tailored to meet your time scale and budgets. The following solution is aimed at helping to improve playability and safety conditions of the multi-use field. More information and guidance can be found in Appendixes.

Surface Reconstruction, Replace Rootzone, Regrade, and New Turf Varieties.

Estimated Investment Level: \$145,000 - \$170,000 (for 60,548 ft² field rebuild not including drainage and irrigation)

Irrigation Installation \$27,000 - \$39,000

Drainage Improvement \$5,500 - \$14,000

Note: Prices for materials and labor are rapidly changing at the time of this report, the costs listed above are estimates based on past projects. Note: TIA was only tasked with examining one portion of this field. The price would be adjusted if the entire field were addressed, For pre-bid budgetary purposes it is wise to include a contingency of 20-30% for unforeseen developments, cost rises or overruns, and change orders.)

Note We strongly recommend the installation of an irrigation system at this field. An irrigation system will not only provide vital water to the growing natural grass surface, it will also aid in the application and availability of nutrients, aid in establishing seed, help relieve compaction, and will reduce the surface hardness. Furthermore as a K-12 site, most chemical products are restricted. A primary means of protecting a field against excessive weed, pests, and disease is a healthy and dense stand of turf. This can only be ensured with adequate water. Additionally, this field will be heavily used during the prime growing seasons, thus the opportunity to reseed or renovate is time constrained. Conducting vital cultural activities during a set time period can not be reliably accomplished if such practices are weather dependent. Irrigation allows these events to happen when they need to happen. Finally, while this field is used primarily as a recess field at present, we cannot be sure that more aggressive sports or practices may not occur on this site in the future, therefore constructing them to be as resilient and sustainable as possible is prudent.

Timescale: Fields out of use for 1 season, desired results achieved over a 1+ year time frame.

The surface renovation approach can help improve the playing conditions of the field by utilizing the targeted approach as follows:

- Any current irrigation heads would be removed or lowered to not impeded the construction efforts.

- The surface would be removed using field/turf stripper.
- The field would be loosened with a harrow rake or rotadiron to reduce compaction. At this time the field could be stone picked to remove some of the larger stones.
- The field would be consolidated and rough graded to establish adequate grades to move water from the center of the field to the edges. (1.5% to 2.5%)
- At this point in the process, an irrigation system would be installed.
 - Main lines and laterals would be run and the swing joints installed/ Control wiring and valve boxes would be placed and protected.
 - The swing joint would be capped off with a "bleeder cap". Once the rootzone is installed and upon completion of finish grading, the system will be turned on to dampen areas of burial and indicated head locations.
 - Head location areas can then be excavated by hand to expose the swing joint for cap removal and head installation.
 - All sprinkler heads shall be installed, set to specific grade, backfilled and tamped.
 - The entire system will then be tested zone by zone to ensure proper function, coverage, adjustment and soil saturation limits.
- A shim layer of medium to coarse sand, 3' in depth would be applied and would be rough graded to match the base material.
- An engineered rootzone with approximately 80% sand would be applied at a 6" depth across the field, this will become the new rootzone. The rootzone material will have known and verified performance characteristics capable of both holding and transporting water. This will be final graded. The intent is to build the field up to protect the subsurface geothermal systems and to minimize the extension of the vertical geothermal pipes. *Whether or not these pipes can be recessed into the field should be investigated.*
- The final aspect of the surface renovation would be the finish grading of the rootzone material. This would establish the correct drainage requirements across the surface toward the perimeter drain area.
- The irrigation would be connected and its operation verified.
- *Proper nutritional supplements would be applied.*
- Drought, disease and wear tolerant grass varieties will be selected to help establish a more resilient and sustainable stand of turf. High quality organic and synthetic fertilizers will be used to expedite the grow-in and maturity of the seed.
- Cultural activities such as aeration, overseeding and topdressing after the initial seeding success is better understood will ensure the field has consistent cover and any settling of rootzone material after the final construction process is complete is remediated.

Drainage Improvement - The Southern end of the field, behind the basketball courts, is typically the wettest area. The field tends to shed the majority of the surface flow towards this area. This could be relieved by installing a French type drain that intercepts the water near this back field section. This section extending around the base of the basketball court and the Eastern edge of this "dog leg" field section would require approximately 120 linear feet of drain. This would cost approximately \$2,000-

\$5,000. If it was decided to run this drain along all of the hard-scape it would cost and additional \$3,500 - \$9,160. These are approximate costs based on a 6" drain run at a depth of 12" bedded in crushed stone and the trench filled with sand. Differing depths, pipe sizes, depth and volume of trenches, length of runs, and materials will impact costs.

Ongoing Cultural and Plant Health Turf Management Plan:

Estimated additional investment: \$5,000-\$7,000 per year

Timescale: 1-2 years (growing seasons) to support the approach of either of the options recommended.

We recommend supporting the cultural operations with the introduction of:

- Cultural activities such as aeration, overseeding and topdressing can improve the soil structure and playing surface considerably, but each operation will need to be repeated on a regular basis. Localized undulations can be remedied over time through fraise mowing, topdressing, and concentrated cultural actions.
- The introduction of drought and disease resistant cultivars through overseeding can help increase the health and sustainability of the turf surface and provide a soil structure capable of better infiltration and percolation.
- Additionally, we are recommending the introduction and use of a water management hydration and penetration agent (Wetting agents). Wetting agents will help move the moisture through the surface and thatch layer into the root-zone, then dispersing the water evenly throughout the upper root-zone (*Infiltration and hydration properties*).
- With the creation of a Plant Health Turf Management Plan access to the Tom Irwin Planner can help schedule cultural inputs to be carefully planned around sports schedules. It is also a source for data storage of all test results, inputs and actions related to the athletic fields. Budgetary, regulatory, and safety data is accessible through the planner as well.

MAJOR THEMES

The field at Great Neck Elementary is approximately 1.39 Acres or 60,548 ft². The field has a crown but is asymmetrical. It slopes in a more profound manner to the East and South. The Eastern edge is bordered by hard-scape and a basketball court. The Western and Southern ends are ringed with trees. The Northern end abuts a parking area. There is a slight "dog leg" field area that extend behind the basketball court. This area is frequently wet.

The field was tested on July 23, 2024 at 10:30 AM. The weather on the day of test was 74° Fahrenheit with a slight drizzle.

General Observations

- There is poor desirable turf cover and a high percentage of bunch-type weed grasses.
- The vegetation was primarily Crabgrass (*Digitaria Spp.*), Bentgrass (*Agrostis stolonifera*), Plantain (*Plantago major*), Knotweed (*Polygonum aviculare*), Orchardgrass (*Dactylis glomerata*), Clover (*Trifolium repens*) and Rush (*Juncus Tenuis*).
- The field is generally graded towards the school. The grade is severe in areas, over a short distance.
- There appeared to be a drainage culvert behind the school in the Southeast corner.
- The field was very compact down the center (between goal mouths), creating bare area void of any vegetation. The bare areas registered Surface Hardness readings that exceeded safety thresholds.
- Geothermal infrastructure for the school is under the main section of the field. There are pipes and covers sticking out of the ground just beyond center/test pit location. Enclosing or burying these should be considered.
- There appeared to be 5 strips running the length of the field with darker vegetation, possibly differing soil conditions covering infrastructure pipes.
- Bunch-type growth of vegetation made walking the field unstable, unable to get frequent flat footing.

Soil Profile Test Pits

- While the soil compaction at the surface was not excessive, as the penetrometer was pushed deeper in the soil profile the soil compaction rose exponentially.
- None of the instruments or tools were able to penetrate the surface deeper than 9.5" in depth.
- There were large stones (+8") very tightly packed with a soil/gravel mix at the 9.5" depth.
- We were not able to test the surface hardness of the base material due its reading being out of range. We could not test the 3" compaction level of the base material for fear of damage (bending visibly) to the cone penetrometer.
- It is very unlikely water can percolate through the soil profile efficiently in its current physical state.

Soils

- This soil, given the high percentage of fine particles, will likely have a very slow infiltration rate. (Testing Infiltration rate was agreed to be unnecessary due to the observed standing water during the initial site walk.)
- With 63.4% being considered "fine" aggregates, this soil has a very low aeration porosity (1.8%) and a high capillary porosity (46.1%). In a perfect situation these numbers would be equal. Due to this significant imbalance the field is more likely to hold water after heavy rain and prevent it from free draining under the influence of gravity.
- The pH is low at 5.6, the low soil pH may limit access to some nutrients essential for turfgrass establishment and vigor.
- The soil is deficient in Calcium, Magnesium and Potassium.
- The saturated paste soil test identified a higher percentage of Sodium compared to Potassium, which creates a difficult environment to establish turfgrass.

Surface Hardness and Compaction

- The average compaction level at the 1" depth was 149 PSI, the values ranged from 119 PSI to 213 PSI which is slightly high.
- The average compaction level at the 3" depth was 354 PSI, the values ranged from 307 PSI to 456 PSI which is excessive.
- Soil compaction values over 300 PSI are detrimental to root growth and will likely impact water infiltration.
- The average surface hardness was 61 GMax with values ranging from 41 GMax to 74 GMax, this is very inconsistent.
- Additional tests on bare area's registered readings of 109, 118 and 125 GMax, which all exceed thresholds established by governing bodies of sport.

Note: Surface Hardness was detected to be greater than 100 GMax at three locations tested. All five test points, tested across the site, showed GMax values well below the threshold of 100 GMax. The test locations showed GMax readings of 41, 57, 70, 63, and 74. The average is 61 Gmax which would rate as **excessively soft** in our Performance Quality Standards rating system. The reason for the discrepancy is that the readings >100 Gmax were additional readings taken in areas that were bare of vegetative cover. These were areas that are worn, dry, and heavily compacted. Most of the field is overly moist with a water content of 32.8% and thus not overly hard. Moisture, compaction, vegetation, and soil characteristics all dynamically impact surface hardness.

To mitigate surface hardness, in the short term, it is recommended that a core aeration be carried out across the field and the site top dressed heavily with sand. This will loosen the soil, allow water to penetrate, and help establish a denser vegetative cover.

POGO+ Volumetric Water Content Survey

- The average Volumetric Water Content (VWC%) was 32.8% which is high.
- There was quite a bit of variability with VWC% ranging from 15.8% to 45.7%. This range is from dry to near field capacity or the saturation point.
- The water distribution uniformity was 64% which is not consistent.
- The Southern and Western portions of the site were the wettest.
- Differing soil moisture levels within the same field present a challenge for efficient and sustainable maintenance.

Site Gradients

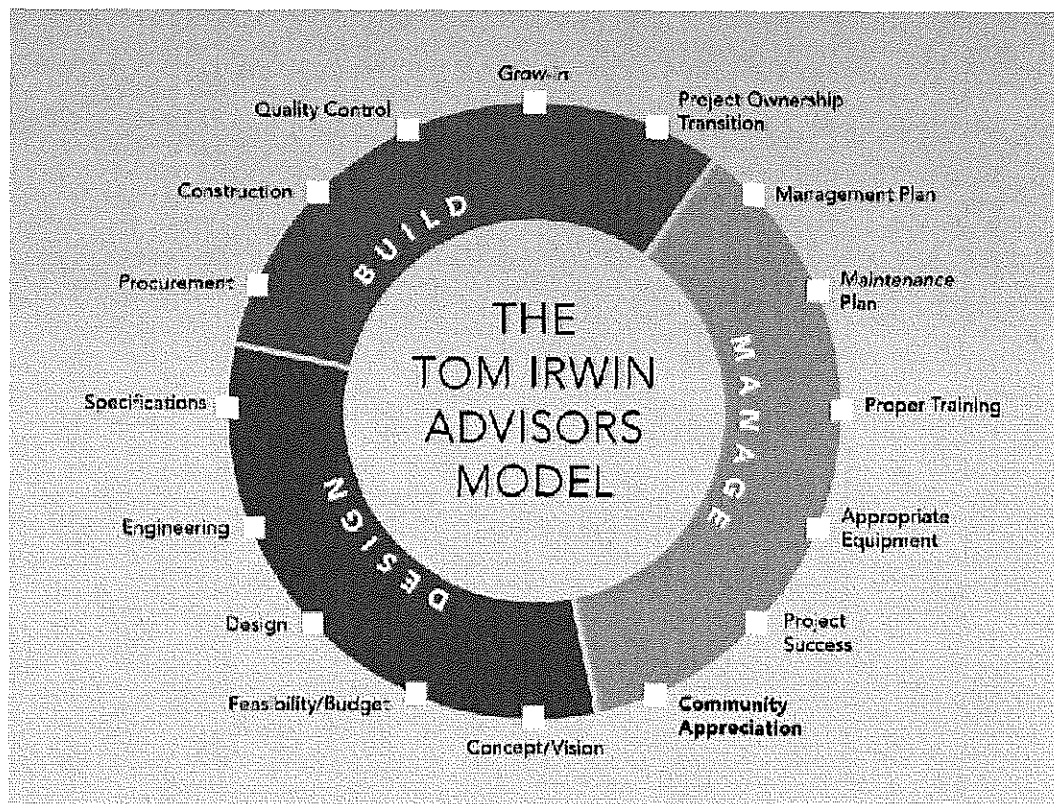
- The Northern end of the field is mainly flat with a drop toward the Eastern edge.
- The Western edge is nearly flat towards the center.
- The gradients at the Northern end range from 0.6% to 0.83%. In contrast the gradients at the Southern end range from 1.35% to 1.72%, this is very inconsistent and likely contributing to the variability in VWC% across the field.
- The center of the Western edge is approximately 3" below the center whereas the Eastern edge is approximately 15" below the center.
- The water will tend to flow to the East and to the South towards the culvert behind the school.



WHAT'S NEXT:

The issues uncovered during our investigation can be repaired. We are cognizant of the budgetary implications of our recommendations, however we are aware that Waterford has been pursuing solutions for many years. Our goal is to provide our best recommendation which will yield your desired results. It is ultimately fiscally imprudent to pursue a series of stop gap measures that will not solve the problem for the longer term. *For any project to be sustainable, it must incorporate fiscal sustainability into its vision.* Our approach should mitigate the wet conditions for all but the most severe rain events. It should be noted that our recommended solution also involves an increase in periodic maintenance. It makes little sense to invest in a field renovations and then avoid incorporating the required maintenance. The aggressive approaches of removing the sod, loosening the base material, and adding a new rootzone and Intensive Cultural Rehabilitation, can provide achievable results in a respectable timetable while still respecting fiscal constraints.

It is in the fields best interest that the correct materials, procedures, and equipment with knowledgeable operators follow a well drafted, clear, and concise specification. Any planned work will require diligent oversight and direction to the contractors. This is essential to correct the deficits noted in this field, providing a safe surface for the student athletes, and ultimately helping the maintenance staff to realize the fields full potential.



Further Guidance

If you have any questions regarding this document, the recommendations discussed, or the challenges that you face, please reach out to us. We are eager to help support you and your vision moving forward.

We are composed of a unique team of highly qualified professionals who; have consulted on sports fields globally for FIFA and other governing bodies of sport; have lectured at Universities and in other academic settings; have contributed to the development of many industry and professional standards; have renovated and constructed sports fields for every level of the game, and, have spent decades carefully and conscientiously managing turf that we care deeply about. We would be honored to provide any assistance, guidance, and advice that you require.



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TOM IRWIN ADVISORS, INC.



APPENDIX

Appendix 1: Moisture Survey

Appendix 2: Field Gradient Evaluation

Appendix 3: Soil Investigation

Appendix 4: Sub-base Material Examination

Appendix 5: Performance Testing

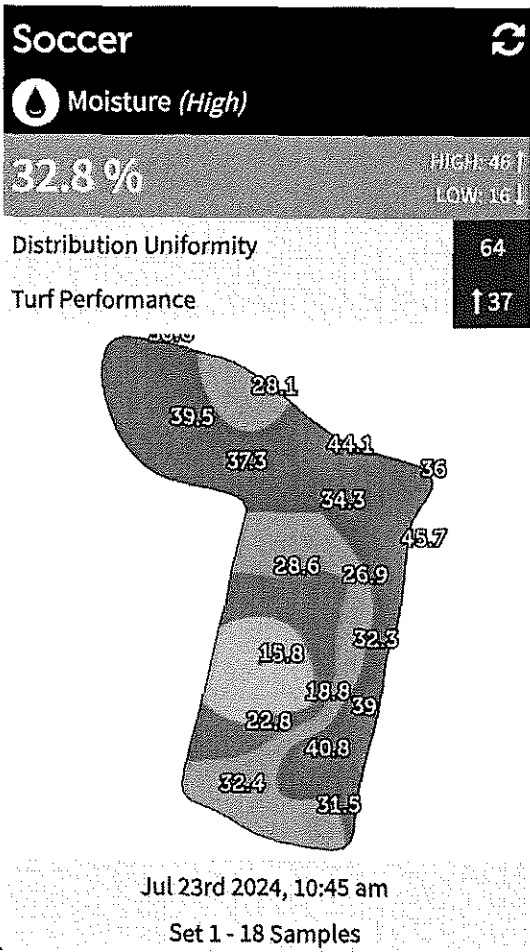
Appendix 6: Test Pit Data

APPENDIX 1:

MOISTURE SURVEY

The field was mapped using POGO Pro Plus GPS Moisture surveying tool. This tool allows a visual interpretation of the differences in Volumetric Water Content (VWC%) across the field. A series of 18 sample points were logged at even intervals. The sample points were then mapped and saved to the POGO Cloud, which can instantaneously produce a heat map, highlighting any significant differences in Volumetric Water Content. The results of the POGO Survey were quite telling. You can find the VWC% Heat Map image below..

The field was moist with 32.8% volumetric water content. The field had only received 0.1" of rain over the previous days. The field had a wide range of moisture readings between 16% and 46% This much of the area is near field capacity and the field would be starved for oxygen. The compacted and finely grained soils coupled with the inconsistent gradients would not allow for the field to process excess moisture. In the POGO+ visual representation below South is at the top of the image.



APPENDIX 2:

FIELD GRADIENT EVALUATION

Field gradient confirmation is critical for understanding drainage capabilities of an Athletic Field. The slope of the field is directly related to surface flow. Visual and gradient observations highlighted the *presence of localized undulations. These low spots will tend to collect water, creating areas of high volumetric water content (VWC), which generate optimal conditions for undesirable vegetation (Annual Bluegrass, Clover, and Plantain) which can thrive in saturated soils. Overly saturated soils also present unstable footing, potentially causing unsafe playing conditions after precipitation events.*

A very important factor in achieving consistency of turfgrass cover across an Athletic Field is the surface grades. Inevitably, heavy precipitation will occur on any field. The “lay of the land” will determine how efficiently water is able to move across the surface if the soil is unable to percolate water through the profile. Ideally the field will slope on a consistent plane away from the infield. Low laying areas, inconsistent with the grades on the rest of the field tend to hold water, forcing the turfgrass to handle saturated conditions until excess water is evaporated or percolates through the profile.

The laser transit was set up in the center of the field and readings were taken in a grid like pattern around the field. It is clear from the gradient image (see next page) that the grades are very inconsistent across the field. Generally the water will flow from South to North. The field also is much flatter in the Northern end than the Southern end. The field is also flatter on the western edge. This inconsistent slope across the field will render any water movement as inefficient. Furthermore the soils physical composition makes the soil more likely to hold water against the force of gravity and therefore, it will remain wet once it becomes wet.

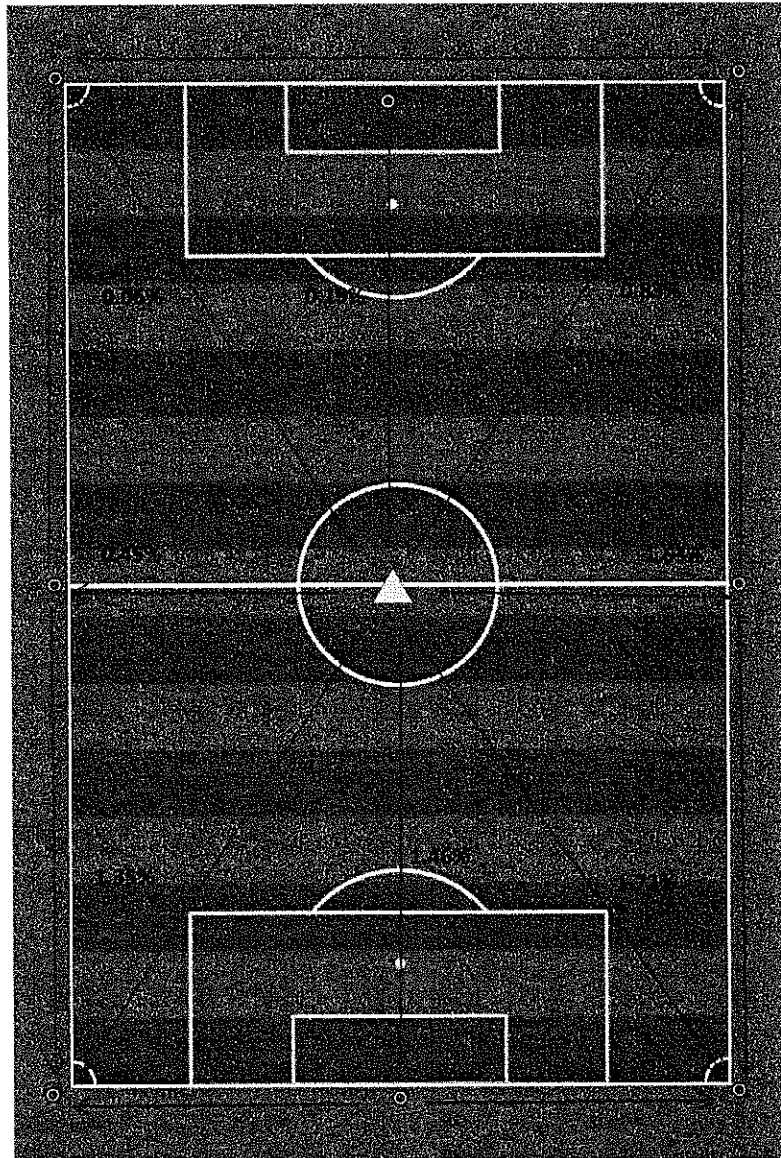
The impact of repeated drills in the same areas may also be a contributing factor to inefficient surface flow. These drills tend to compact the soils in localized areas. Shifting drills on a regular basis is a best practice.

The field is very inconsistent with some flattish sections. Native soil fields are typically pitched to be 1.5% to 3.0% grade to adequately shed water. The Southern edge was the only area that fell within the expected range. The field slopes to the West with only an approximately 3” drop over approximately 75’, to the East the field drops more noticeably with a change in elevation of about 1’ 3” over 75’.

Regular maintenance, including top dressing, can also help alleviate the impacts of localized wear. Aeration, both deep tine “venting;” and hollow core aeration can remedy the compaction that occurs at the surface level which will impede water infiltration. The regular use of appropriate wetting agents which can break the surface tension and allow water to penetrate quickly should be part of this field’s maintenance plan.

Town of Waterford, CT

Great Neck ES
Field Gradients



NORTH

 = Datum Point
 = Spot Elevation

APPENDIX 3:

SOIL INVESTIGATION

Why Soils are Important

Each sports field is a unique and living system. Every field requires a bespoke approach in order to maximize the sites strengths and minimize the challenges. A cookie cutter approach will not work. A sites soil must be evaluated. The ability to drain and transport water needs to be measured. The ability to nurture a vibrant and self-healing natural grass surface must be determined. It starts with evaluating your on-site materials. It starts with the soils.

The soils are the limiting factor for the success of any field. The physical soil composition and the relative distribution of particle sizes dictate the volume and uniformity of macro and micro pores. These minute spaces control the movement of water through the soil. The presence of water not only hydrates the plants but also enables the nutrient and mineral exchange between the plant's roots and the surrounding soils. Furthermore, the macro and micro pores, along with the capillary action of soil moisture, drive air and gas exchange that is vital to plant health. These are some of the ecosystem services provided by your field's soils.

Understanding the state of your soils is crucial to your field's long-term sustainability. The nutritional and mineral availability of your soils preordains its ability to nurture grass plants. A proper mineral balance will help the plant metabolize nutrients and properly photosynthesize the energy necessary for its vigor.

The bioavailability of minerals and nutrients determines your field's ability to propagate new plants and regenerate existing ones. Your soils determine your field's performance and durability.

There is a single opportunity to ensure a project's success in a cost effective and efficient manner. This opportunity starts with an understanding of your soils.

We rely on objective scientific data, where possible and applicable, to help us fully understand what we have observed, we discussed the following three options for testing the performance characteristics of the Athletic Field's soil:

1. Turf and Soil Diagnostics – Soil Performance Testing
2. Logan Lab, Inc. – Base and Paste Saturated Nutritional Testing
3. Tom Irwin Advisors – On Site Test Pit Testing

Soil Sampling Methodology:

It was agreed a thorough testing regime was warranted. Based on our observations we tested the soils for the following criteria:

- Physical Property Analysis Testing (Turf and Soil Diagnostics)
- Saturated Paste Extract (Logan Laboratories)
- Nutrient Test (Logan Laboratories)

Turf and Soil Diagnostics

Soil Core Extraction Process:

1. First, we measured the dimensions of the field.
2. We marked The Field in a grid formation.
3. A sample was extracted at each approximate grid intersection as well as intermediary points giving an approximate total of 70+ sample locations.
4. Each of the samples was approximately 5 inches in depth and 3/4" in diameter. All samples were taken with a TurfTec 36" step soil sampler.
5. The samples were aggregated into a large collection bucket and processed for laboratory analysis.
6. (Complete TSD/ISRTC submittal form and place inside shipping box with samples. Stuff shipping box with bubble wrap to minimize core movement during shipping.
7. Complete FedEx/UPS label and attach to box. Always ship TSD samples to Trumansburg, NY branch. Keep the top sheet of shipping label for your own records.
8. Drop box off at FedEx drop box site, FedEx Center, or order for a pickup. Or use UPS.

Soil Investigation

Composite Soil Sampling and Interpretation

As part of the investigation composite samples were collected and sent to Turf and Soil Diagnostics for laboratory analysis. The topsoil from across field was collected as one composite sample which was subject to a complete physical analysis.

Turf and Soil Diagnostics has assigned the same textural classification to both topsoil composite samples, Sandy Loam. This is a very common soil type in the Northeast, which can be used successfully in performance turfgrass settings, if maintained properly. It should be noted that the soil particle size distribution is challenged. 30.8% silt and 9.5% clay will make this yield hard to manage. In addition, 9% of the sands are very fine sands and 14.1% is in the fine range. 23.1% of this soil is fine sand particles. Only 36.7% of the sand fraction is in the medium or coarser fractions.

A few other interesting notes on the performance testing of the field composite is the pH of 5.6 This is an low pH level and may make some nutrients harder to access. The pH of a soil determines the availability of plant nutrients for roots to uptake and maintain plant health. At pH below 6, some micro nutrients are locked up in the soil and inaccessible to plants.

The organic matter content was elevated at 4.54%. This is not uncommon in native soil fields. Once Organic Matter becomes elevated it becomes difficult to control. Organic matter can break down into smaller particles and mimic the impact of fine silts and clays. It can hold water and slow infiltration. Ideally an Organic Matter content at or below 3-4% is preferred.

Another interesting observation uncovered in our examinations was the ratio of nitrate to ammonium. Generally the ratio is approximately 4:1 in favor of nitrate. This is a quick indicator of microbial activity in the soils as soil microbes convert ammonium to nitrate in a process called nitrification. This is the process that enables soil nutrients to be absorbed and utilized by the plants. Without a vigorous microbial community, the plants have a much more difficult time accessing nutrients and minerals necessary for growth. The ratio of nitrate to ammonium was very unbalanced with nitrate at 13.4 ppm and ammonium at 1.4 ppm. That is a ratio of about 10:1, a far cry from 4:1. Nearly all of the available nitrogen has been used. The process of nitrification is governed, in part, by both the amount of air and water available in the soil.



Photo 1: Bare areas displaying a slightly stony surface and heavy weeds..



Photo 2: Weed roots reaching approximately 3" in depth.



Photo 3: A small asphalt chunk within the top 5".

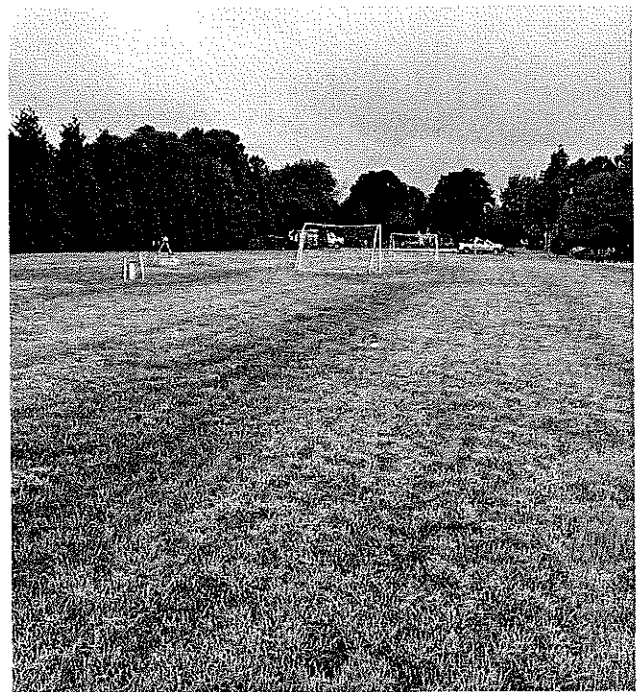


Photo 4: The observed striping effect across the field. This may be due to a differing soil composition.

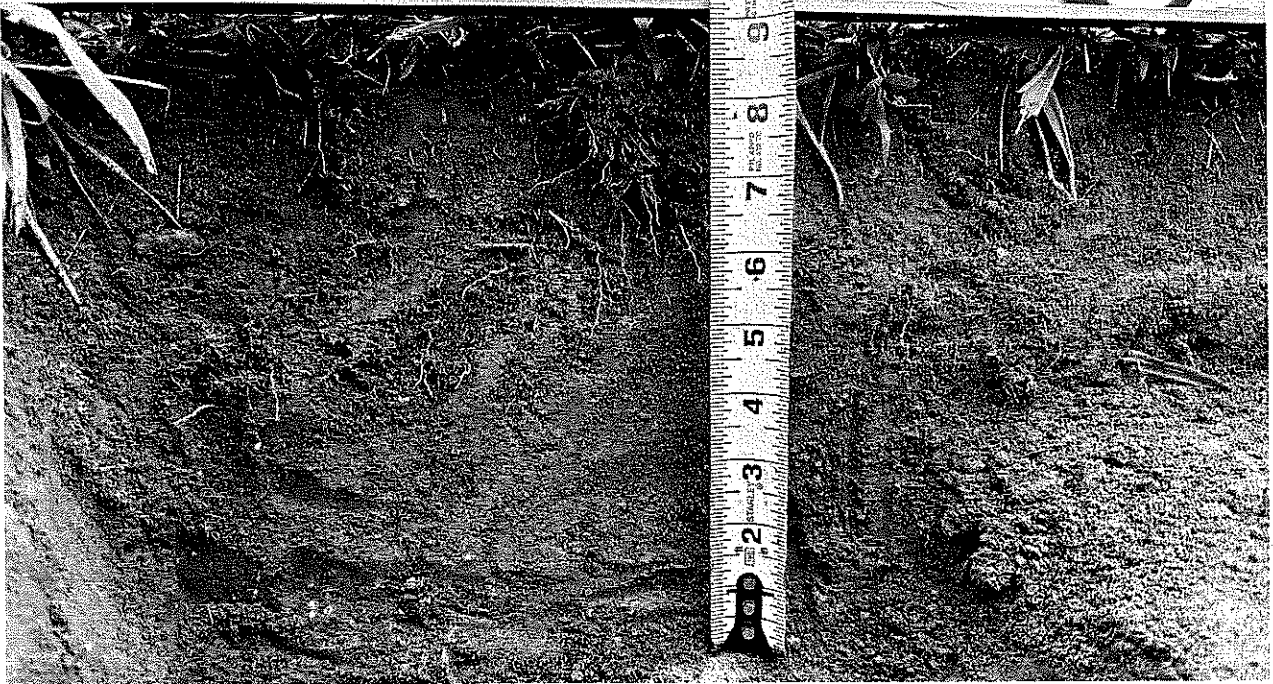


Photo 5: Test pit photo, note the fine grained soils and thin roots with limited penetration.



Photo 6: Excavation piles from the Test Pit. Note the color change on the tip soil shelf of the test pit and the color change of the excavated piles. Each pile represents a different layer within the profile. Note also the heavy bunch type weed pressure.



Turf & Soil Diagnostics



MATERIALS TEST REPORT FOR
Great Neck Elementary School

REPORT TO: Tom Irwin, Advisors
Scott Vose
11A Street
Burlington, MA 01803

DATE RECEIVED: Jul-26-2024
REPORT DATE: Jul-31-2024
CONDITION OF SAMPLE: Normal

PARTICLE SIZE (ASTM F1632)

Lab ID#	Sample Name	Gravel %			Soil Separate* %			Sieve Size / Sand Fraction Sand Particle Diameter % Retained					
		1/4" 6.3 mm	No. 5 4.0 mm	No. 10 2.0 mm	Sand	Silt	Clay	No. 18 V. Coarse 1.0 mm	No. 35 Coarse 0.50 mm	No. 60 Medium 0.25 mm	No. 140 Fine 0.10 mm	No. 270 V. Fine 0.05 mm	
50394-1	Topsoil Composite	3.9	1.4	3.4	59.6	30.8	9.5	7.7	12.6	16.4	14.1	9.0	

*ASTM F1632 Method B
Data reported using USDA definitions of soil classification

Samples were tested as received and comments pertain only to the samples shown.
This report may not be reproduced except in full without written permission from Turf & Soil Diagnostics, Inc.
Samples were received with a transmittal letter.

Reviewed by Duane K. Otto



Turf & Soil Diagnostics

July 31, 2024

Tom Irwin Advisors
Scott Vose

Great neck Elementary School
TSD File #50394

This report details the results of the Topsoil Composite sample, which was tested as received. No specifications were provided for this project, but our understanding is that this soil will be used for sports fields.

The Topsoil Composite sample is classified as sandy loam per the USDA textural classification scheme. Most of the sand particles are in the coarse to fine sand fractions.

Sandy loam soils typically have potential to provide acceptable water and nutrient holding for most turf and landscapes. They provide limited internal drainage and can be prone to excess compaction under heavy use. Proper slopes should be used to facilitate adequate surface drainage.

If the soil is used as is, care should be taken during any renovation or construction work to prevent excessive compaction. The soil shouldn't be handled when wet. Equipment with low ground pressure is recommended to place and grade of the soil.

Please let us know if you have any questions or are in need of further assistance. Samples are generally kept on the premises for 45 days after report date. Thank you for using Turf & Soil Diagnostics, Inc.

Duane K. Otto

Digitally signed by Duane K. Otto
Date: 2024.07.31 10:55:31 -04'00'

Duane K. Otto
Vice President

Page 2 of 2

35 King Street, Trumansburg, NY 14886
Phone: 855-769-4231 Email: lab@turfdiag.com Web: www.turfdiag.com

Soil Report

Job Name: **TWAFDE-24**

Date: **8/2/2024**

Company: **Tom Irwin Advisors Inc**

Submitted By: **Scott Vose**

Sample Location		Play Area				
Sample ID						
Lab Number		24				
Sample Depth in inches		4				
Total Exchange Capacity (M. E.)		4.68				
pH of Soil Sample		5.6				
Organic Matter, Percent		4.54				
ANIONS	SULFUR: p.p.m.	28				
	Mehlich III Phosphorous: as (P_2O_5) lbs / acre	69				
EXCHANGEABLE CATIONS	CALCIUM: lbs / acre	Desired Value Value Found Deficit	848 696 -152			
	MAGNESIUM: lbs / acre	Desired Value Value Found Deficit	134 48 -86			
	POTASSIUM: lbs / acre	Desired Value Value Found Deficit	134 65 -69			
	SODIUM: lbs / acre		28			
	Calcium (60 to 70%)		55.78			
	Magnesium (10 to 20%)		6.41			
	Potassium (2 to 5%)		2.67			
BASE SATURATION %	Sodium (.5 to 3%)		1.97			
	Other Bases (Variable)		6.20			
	Exchangable Hydrogen (10 to 15%)		27.00			
TRACE ELEMENTS	Boron (p.p.m.)		0.4			
	Iron (p.p.m.)		122			
	Manganese (p.p.m.)		5			
	Copper (p.p.m.)		2.05			
	Zinc (p.p.m.)		2.47			
	Aluminum (p.p.m.)		1213			
OTHER	Ammonium (p.p.m.)		1.4			
	Nitrate (p.p.m.)		13.4			
	Silicon ppm		5.7			

Logan Labs, LLC

Saturated Paste Report

Job Name **TWAFDE-24**

Date **8/2/2024**

Company **Tom Irwin Advisors Inc**

Submitted By **Scott Vose**

Sample Location			Play Area				
Sample ID							
Lab Number			220068				
Water Used			DI				
pH			5.6				
Soluble Salts ppm			29				
Chloride (Cl) ppm			18				
Bicarbonate (HCO3) ppm			17				
ANIONS	SULFUR	ppm	1.72				
	PHOSPHORUS	ppm	0.06				
SOLUBLE CATIONS	CALCIUM	ppm	4.15				
		meq/l	0.21				
	MAGNESIUM	ppm	1.13				
		meq/l	0.09				
	POTASSIUM:	ppm	2.19				
		meq/l	0.06				
	SODIUM	ppm	2.23				
		meq/l	0.10				
PERCENT	Calcium		45.56				
	Magnesium		20.64				
	Potassium		12.49				
	Sodium		21.30				
TRACE ELEMENTS	Boron (p.p.m.)		0.02				
	Iron (p.p.m.)		2.67				
	Manganese (p.p.m.)		0.03				
	Copper (p.p.m.)		0.02				
	Zinc (p.p.m.)		0.02				
	Aluminum (p.p.m.)		1.76				
OTHER							

Logan Labs, LLC

APPENDIX 4:

SUB-BASE MATERIAL EXAMINATION

The sub-base material is similar to the topsoils. The material was finely grained with a high percentage of silt. The base material began a 6.5" in depth. It was extremely hard and compact. The sub-base had a few large stones and many smaller stones. Of note was the compaction level of the sub-base. The 1" compaction level was 418 PSI. 3" compaction levels were unable to be recorded due to the fact that the cone penetrometer could not be inserted into the soil without damage. The Clegg Hammer recorded readings that were "off scale" for surface hardness. This is an extreme reading. The sub-base layer only was at a depth of 6.5".

APPENDIX 5:

SURFACE HARDNESS AND COMPACTION TEST (PERFORMANCE TESTING)

The field was tested at five locations for Surface Hardness and Compaction at two depths. Surface Hardness is measured in GMax using a Clegg meter. An accelerometer is used to determine the force of impact the surface can absorb. The harder the surface, the higher the GMax. Soil compaction levels were determined using a digital penetrometer, which is a tipped probe measures the PSI or compaction level through a soil profile. Both tools are used to check the consistency of surface and soil conditions across the field.

Location	1" Compaction	3" Compaction	Surface Hardness
Test Point #1	133 PSI	456 PSI	41 GMax
Test Point #2	142 PSI	348 PSI	57 GMax
Test Point #3	119 PSI	307 PSI	70 GMax
Test Point #4	138 PSI	333 PSI	63 GMax
Test Point #5	213 PSI	326 PSI	74 Gmax
Average	149 PSI	354 PSI	61 GMax

The Gmax readings display spongy surface overall. This is reflected in the high volumetric Water Content of the soil and the fact the soil was very slow draining. On the day of the initial needs assessment, Ian Lacy noted standing water on the field. It was reported that the field had difficulty draining. All of the field had high compaction readings. An average 3" compaction reading of 354 PSI is high and this will impact the ability of the grass plants to thrive. The reason for the high compaction levels yet the relatively soft clegg readings is that the surface is holding moisture and is remaining soft while the slightly lower levels are compacting under traffic with the fine grained particles (silt & clay) occupying the larger pore spaces between the sand grains. The end result is less aeration porosity, and less ability to drain.

It needs to be noted that the fields surface Hardness readings or GMax is very inconsistent across the surface. The data points revealed a range of GMax values between 41 GMax and 74 GMax. These values are somewhat soft. However, in the bare areas the Clegg readings were 109, 118 and 125. The NFL considers any reading above 100 GMax on the Clegg Hammer to be an action level where some corrective action must occur to relieve the hardness.

The vegetative cover was varied across the field with some areas being devoid of vegetation and some being fairly lush. In these areas the grass was tufted and there was a high percentage of Clover and Crabgrass.

APPENDIX 6:

SOIL PROFILE TEST PIT:

A deep test pit enable us to view the underlying soil horizons. Through a deep test pit analysis, we can observe the soils sub-base and all subsequent soil lifts. We can critically evaluate the soil composition and underlying soil structures. This is a critical test when evaluating an Athletic Field with poor performance characteristics.

Using the POGO Data, field gradient survey and observations made walking the field it was determined the best course for the investigation would be to dig a test pit, measuring approximately 24"x24"x7". 8" was the maximum achievable depth with hand tools.

- The Test Pit would be in the center of the field. This location was also performance test point #3 (See the Test Point map for guidance on the location)

Discussion of Results:

In our investigations we found that the soils were very compact and silty. The vegetation was largely crabgrass, clover, knotweed, rush, and orchard grass. It was found that there was a variable amount root zone material, approximately 4" inches on top of the sub-base material with a higher amount of larger aggregates and some debris present. When looking across the field the field appeared to have darker strips of vegetation. This may be due to an inconsistent soil applied to the surface to renovate recent work on a geothermal system. Within the test pit, it was also illuminating that the GMax readings only exceeded the standard of 100 GMax at the sub-base. The three readings in bare areas on the surface exceeded 100 GMax.

The soils, throughout the field had a very high percentage of fine particles. Generally, approximately 40.3 % of the soil is composed of silt and clay. This high proportion of very small soil particles indicate a soil that will be tightly structured with the fine particles filling the voids between the larger particles. These fine particles will hold water through capillary attraction and the soil will quickly become boggy and anaerobic. Waterlogged, low oxygen soil, is toxic to most plant roots. As the plant roots die, the organic matter content will increase over time. This organic matter breaks down into fine silt like particles further impeding drainage via gravity. Also, this organic matter acts like a sponge and holds water exacerbating the situation.

The fine sands exaggerate this imbalance in soil particle distribution. About 23.1 % of the sands are classified as fine or very fine. This results in even less available pore space that can be filled with air rather than water. It is these larger pore spaces that free drain under the influence of gravity. The water

can not readily penetrate deeply through the soil profile. It must move across the field and away through proper surface grades.

Test Pit 1 Data

Horizon	Depth	Comp 1"	Comp3"	Surface Hardness	Description
Sod	Surface	218 PSI	478 PSI	70 GMax	Crabgrass, Clover, Rush, Knotweed, Plantain present.
Remaining sod layer	2.5 "	31 PSI	512 PSI	113 GMax	Smooth Texture, fine grained, pancakes easily
Top soil	4 "	215 PSI	547 PSI	115 GMax	More Stones, very compact.
Sub-Base	6.5"	24 PSI	276 PSI	82 GMax	Coarse Sand
Base	12+"	418 PSI	n/t	n/t	Extremely dense

Test Pit Methodology:

It was agreed that further investigation into the soil profile was warranted. The test pit allowed for the following information to be gathered:

- View and understand soil horizons
- Observe soils sub-base and all subsequent soil lifts
- Critically evaluate soil composition and underlying soils
- Evaluate the field's limiting characteristics
- Observe if a water table is present

The location is indicated on the attached Sample Location Plan

Deep Test Pit Excavation Process-

1. A 24"x24" piece of the sod layer was removed.
2. Using a shovel, the subsoil was disrupted and removed in lifts. Shelves to observe and test the differing depths were created.
3. Each lift was documented, photographed, and logged for review.
4. Hardness, Volumetric Water Content and compaction testing was conducted at each lift.

Once all information was documented, the test pit was filled in and compacted at 3" lifts, taking special care that the final sod layer was replaced with little to no evidence that the test pit had been dug.



CONTACT TOM IRWIN ADVISORS

Speak with Ian Lacy at 781-999-4320 or
give us the details of your project at
www.tomirwinadvisors.com/engage-with-us

TOM IRWIN ADVISORS, INC.

Tom IRWIN

#5

Finance Department

Memo

September 6, 2024

Re: Bid Waiver-BOE Vehicle- Whaling City Ford

Mr. Brule:

In keeping with Section 3.08.050 of the Purchasing Ordinance, the Purchasing Agent, on behalf of the Board of Education, respectfully seeks a Bid Waiver to obtain a 2024 Ford Truck F-350 Super Duty 4WD, from Whaling City Ford in the amount of \$68,747.00. This vehicle will replace vehicle BOE#7 License Plate 29WFD, as scheduled in the fleet Management Plan. Foregoing the previous quotes is in the best interest of the town to reduce costs while utilizing a local vendor.

Funds will be made available in line 24207-54070 Vehicle Replacement.

Respectfully



Shea Davy
Purchasing Agent
Town of Waterford



Mr. Joseph P. Mancini
Director of Finance

Mr. Thomas W. Giard III
Superintendent of Schools

September 6, 2024

Mr. First Selectman,

This is a request for a bid waiver to purchase a 2024 Ford F-350 Super Duty from Whaling City in New London. This request is for a purchase of \$68,747. On August 4, 2024 we did receive bids for this vehicle and the bids ranged from \$78,455 to \$90,105.89. We're looking to take advantage of local vendor inventory. This waiver is for a vehicle that fits the specifications of our earlier solicitations.

I will be in attendance for any questions that you may have.

Thanks,

Respectively,

Joseph Mancini
Director of Finance

CC: Board of Finance

T: (800) 823-3334
W: (860) 444-5855
accounts@waterfordschc

Stock #

2024 Ford Truck F-350 Super Duty 4WD, Body Type:

Cash

	Balance Due
\$0	\$68,747
\$1,000	\$67,747
\$2,000	\$66,747

MSRP/Retail	\$70,785.00
Total Savings + Rebates	\$3,500.00
Selling Price	\$67,285.00
Proc/Doc Fees	\$798.00
Government Fees	\$465.00
VIN ETCH	\$199.00
Total Balance Due	\$68,747.00



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

1/23/2024

1/26/2024 Re-Configured

Quote ID: 27394 R1

Order Cut Off Date: TBA

Ms Brandishea Davy
Town of Waterford

15 Rope Ferry Road

Waterford, Connecticut, 06385

Dear Brandishea Davy ,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2024 Ford Super Duty F-350 DRW (F3G) XL 2WD Reg Cab 145" WB 60" CA, Knapheide Aluminum Service Body + Handling \$3800.00) and delivered to your specified location, each for

	One Unit (MSRP)	One Unit	Total % Savings	Total Savings
Contract Price	\$52,165.00	\$50,474.58	3.241 %	\$1,690.42
Knapheide Aluminum Service Body	\$39,631.31	\$39,631.31		
+ Handling \$3800.00				
Additional Key(s)		\$0.00		
Tax (0.0000 %)		\$0.00		
Tire fee		\$0.00		
Total		\$90,105.89		

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 091521-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497

Quoting Department
Account Manager
Fleet@NationalAutoFleetGroup.com
(855) 289-6572



GMC

Purchase Order Instructions & Resources

In order to finalize your purchase please submit this purchase packet to your governing body for a purchase order approval and submit your purchase order in the following way:

Email: Fleet@NationalAutoFleetGroup.com

Fax: (831) 480-8497

Mail: National Auto Fleet Group

490 Auto Center Drive

Watsonville, CA 95076

We will send a courtesy confirmation for your order and a W-9 if needed.

Additional Resources

Learn how to track your vehicle: www.NAFGETA.com

Use the upfitter of your choice: www.NAFGpartner.com

Vehicle Status: ETA@NationalAutoFleetGroup.com

General Inquiries: Fleet@NationalAutoFleetGroup.com

For general questions or assistance please contact our main office at:

1-855-289-6572

Contact(s): Brett Wise
bwise58@knapheide.com

Brett Wise (Inside Sales)
bwise58@knapheide.com

Brett Wise (Outside Sales)
bwise58@knapheide.com

Customer: National Auto Fleet Group

ID: 60142

Address:

490 AUTO CENTER DR
WATSONVILLE, CA 95076-3726

Phone: 8552896572

Contact: Gregory Padilla

Terms: NET 30 DAYS

Bid Spec:

End Customer: Town of Waterford

Description: Aluminum Service Body/Plow/Spreader

Quote Information:

Customer Request Date:

Quote Completed Date:

of Units: 1

Delivery Information:

Total Price Includes F.O.B.:

Ship Via:

Ship To: National Auto Fleet Group
490 AUTO CENTER DR
WATSONVILLE, CA 95076-3726

Description	Quantity	Unit Price	Total
A6110D54 Aluminum Service Body Package (Ford Gas) Automotive Style Rivet-less Rotary Latches Automotive Door Seals Standard Shelving Package Premium "Slamable" Tailgate with Center Release LED Surface Mount Lights with Rear Strobe Lights Activated Galva-grip Bumper with Pintle Hook Recess and Knapliner Factory Supplied Backup Camera Installed Body Will Be Spray Primed with Interior and Exterior Finish Painted Knap White *Additional Paint Charges May Apply to Non-Standard Paint Colors (Contact Truck Pool Representative for Additional Information) *Customer Forfeits Pickup Bed Unless Specified at Time of Order, Customer Required to Take Possession of Pickup Bed Upon Completion of Uplift	1.00		
Class V Receiver Hitch for Service Bodies (Ford/GM/Ram) 2.5" Receiver Tube **Do Not Exceed the Towing Capacity Specified by the Chassis Manufacturer if it is Less Than the Above Stated Capacity** ***GM 4500-6500 Require PN 35217171 Hitch***	1.00		
7-Way Trailer Plug - Flat	1.00		
CARGO TIE DOWNS FOURINSTED	1.00		
FISHER XV2 8" 8" STAINLESS STEEL V-PLOW INSTALLED 87222 BLADE 87000-4 BIG BOX ATTACHMENT 77102 MOUNT KIT 85873-2 WIRE HARNESS 72530 HALOGEN HESDLIGHTS 85100 HAND HELD CONTROL 29070-1 MODULE	1.00		
Fisher Municipal Discount Plow	1.00		
FISHER TEMPEST S220C STINLESS STEEL V-BOX SPREADER MOUNTED INSIDE SERVICE BODY LOAD SPACE 2.2 cu yd CHAIN DRIVE BELT 2-WORK LIGHTS MOUNTED AT REAR 98520-SPREADER 99505-1-WORK LIGHT KIT 99732-1 SECOND WORK LIGHT	1.00		

Fisher Municipal Discount Spreader	1.00		
BACK RACK CAB PROTECTOR WITH LIGHT MOUNT	1.00		
LED AMBER LIGHTING PACKAGE			
1-15" MINI LIGHT BAR MOUNTED ON CAB PROTECTOR			
2-FRONT GRILL			
2-REAR BODY BUILT IN TO SERVICE BODY LIGHTS			
STROBE MICROPULSE ULia STROBE MICROPULSE SURFACE MT:	2.00		
LED Light Bar, Federal Signal HL15PC-A	1.00		
Amber with Clear Dome			
Permanent Mount			
14.7" Long x 9.5" Wide x 2" High			
Weight: 4.5lbs			
Installation Labor Lighting	5.00		
Fee for Delivery of Chassis and PDI	1.00		
Town of Waterford			
Total does not include any applicable taxes or transportation charges unless specifically noted herein:		Subtotal:	\$35,831.31
		Total:	\$35,831.31

The following option(s) may be added:

Description	Yes / No	Unit Price	Total
PLOW LIGHT KIT LED **COMPLETE LED LIGHT KIT**	Yes / No	600.00	600.00

Customer PO

Total Price

Additional Notes: FORD DROP SHIP CODE F88S65

Credit Card Policy: We do not accept credit cards for payment of any order in excess of \$10,000.00. For other orders, we do accept MasterCard, American Express, Visa and Discover for payment.

Cancellation Policy: Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Seller) and upon cancellation of installation.

Payment Policy: Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order. Payment terms for customers with an established credit account will be Net 30 from date of invoice. Seller has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Pricing Policy: Price Quotation is good on orders received through the expiration date. Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change. Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order. Seller must be in possession of the vehicle for this order within 90 days of quote acceptance or the order can be subject to price adjustments due to cost increases for materials, labor, and shop supplies.

Return Policy: All sales are final. Purchased parts or products are non-returnable.

By signing and accepting this quotation, Customer agrees to accept Knapheide Chicago terms and conditions as stated above.

Customer Signature

Print Name

Title

Date

Dealer Code

Dealership

Location

If the chassis is customer supplied, Knapheide
may require a chassis spec sheet

VIN

Vehicle Configuration Options

ENGINE	
Code	Description
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)
TRANSMISSION	
Code	Description
44G	Transmission: TorqShift 10-Speed Automatic, (STD)
WHEELS	
Code	Description
64K	Wheels: 17" Argent Painted Steel, (STD)
TIRES	
Code	Description
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6), (STD)
PRIMARY PAINT	
Code	Description
Z1	Oxford White
SEAT TYPE	
Code	Description
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
AXLE RATIO	
Code	Description
X37	3.73 Axle Ratio, (STD)
ADDITIONAL EQUIPMENT	
Code	Description
86M	Dual 60 AH/65 AGM Battery
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions
76C	Exterior Backup Alarm (Pre-Installed)
OPTION PACKAGE	
Code	Description

640A

Order Code 640A

2024 Fleet/Non-Retail Ford Super Duty F-350 DRW XL 2WD Reg Cab 145" WB 60" CA

WINDOW STICKER

2024 Ford Super Duty F-350 DRW XL 2WD Reg Cab 145" WB 60" CA		
CODE	MODEL	MSRP
F3G	2024 Ford Super Duty F-350 DRW XL 2WD Reg Cab 145" WB 60" CA	\$49,370.00
OPTIONS		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas, (STD)	\$0.00
44G	Transmission: TorqShift 10-Speed Automatic, (STD)	\$0.00
64K	Wheels: 17" Argent Painted Steel, (STD)	\$0.00
TD8	Tires: LT245/75Rx17E BSW PLUS A/S (6), (STD)	\$0.00
Z1	Oxford White	\$0.00
AS	Medium Dark Slate, HD Vinyl 40/20/40 Split Bench Seat, -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar	\$0.00
X37	3.73 Axle Ratio, (STD)	\$0.00
86M	Dual 68 AH/65 AGM Battery	\$210.00
872	Rear View Camera & Prep Kit, -inc: Pre-installed content includes cab wiring and frame wiring to the rear most cross member, Upfitters kit includes camera w/mounting bracket, 20' jumper wire and camera mounting/aiming instructions	\$415.00
76C	Exterior Backup Alarm (Pre-Installed)	\$175.00
640A	Order Code 640A	\$0.00
Please note selected options override standard equipment		
SUBTOTAL		\$50,170.00
Advert/ Adjustments		\$0.00
Manufacturer Destination Charge		\$1,995.00
TOTAL PRICE		\$52,165.00
Est City: N/A MPG		
Est Highway: N/A MPG		
Est Highway Cruising Range: N/A mi		

Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

Notes

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Standard Equipment**MECHANICAL**

Engine: 7.3L 2V DEVCT NA PFI V8 Gas (STD)
Transmission: TorqShift 10-Speed Automatic -inc: 10R140 w/neutral idle, SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and trail (STD)
3.73 Axle Ratio (STD)

EXTERIOR

Wheels: 17" Argent Painted Steel -inc: Hub covers/center ornaments not included (STD)
Tires: LT245/75Rx17E BSW PLUS A/S (6) -inc: Spare may not be the same as the road tire (STD)

ADDITIONAL EQUIPMENT

50-State Emissions System
Transmission w/Oil Cooler
Rear-Wheel Drive
78-Amp/Hr 750CCA Maintenance-Free Battery w/Run Down Protection
HD 250 Amp Alternator
Towing Equipment -inc: Brake Controller and Trailer Sway Control
Trailer Wiring Harness
8100# Maximum Payload
GVWR: 14,000 lb Payload Package
HD Shock Absorbers
Front And Rear Anti-Roll Bars
Firm Suspension
Hydraulic Power-Assist Steering
40 Gal. Fuel Tank
Single Stainless Steel Exhaust
Dual Rear Wheels
Front Suspension w/Coil Springs
Solid Axle Rear Suspension w/Leaf Springs
4-Wheel Disc Brakes w/4-Wheel ABS, Front And Rear Vented Discs, Brake Assist and Hill Hold Control
Upfitter Switches
Clearcoat Paint
Black Front Bumper w/Black Rub Strip/Fascia Accent and 2 Tow Hooks
Black Side Windows Trim and Black Front Windshield Trim
Black Door Handles
Black Power Heated Side Mirrors w/Convex Spotter, Manual Folding and Turn Signal Indicator

Manual Extendable Trailer Style Mirrors
Fixed Rear Window
Light Tinted Glass
Variable Intermittent Wipers
Aluminum Panels
Black Grille
Autolamp Auto On/Off Aero-Composite Halogen Daytime Running Lights Preference Setting
Headlamps w/Delay-Off
Cab Clearance Lights
Perimeter/Approach Lights
Radio w/Seek-Scan, Clock and Speed Compensated Volume Control
Radio: AM/FM Stereo w/MP3 Player -inc: 4 speakers
Fixed Antenna
2 LCD Monitors In The Front
4-Way Driver Seat -inc: Manual Recline and Fore/Aft Movement
4-Way Passenger Seat -inc: Manual Recline and Fore/Aft Movement
Manual Tilt/Telescoping Steering Column
Gauges -inc: Speedometer, Odometer, Oil Pressure, Engine Coolant Temp, Tachometer, Transmission Fluid Temp, Engine Hour Meter, Trip Odometer and Trip Computer
FordPass Connect 5G Mobile Hotspot Internet Access
Remote Keyless Entry w/Integrated Key Transmitter, Illuminated Entry and Panic Button
Cruise Control w/Steering Wheel Controls
Manual Air Conditioning
Illuminated Locking Glove Box
Interior Trim -inc: Chrome Interior Accents
Full Cloth Headliner
Urethane Gear Shifter Material
HD Vinyl 40/20/40 Split Bench Seat -inc: center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar
Day-Night Rearview Mirror
Passenger Visor Vanity Mirror
Full Overhead Console w/Storage and 2 12V DC Power Outlets
Front Map Lights
Fade-To-Off Interior Lighting
Full Vinyl/Rubber Floor Covering
Smart Device Remote Engine Start
SYNC 4 Communications & Entertainment System -inc: enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller
Instrument Panel Covered Bin and Dashboard Storage
Power 1st Row Windows w/Driver And Passenger 1-Touch Up/Down
Delayed Accessory Power

Power Door Locks
Driver Information Center
Trip Computer
Outside Temp Gauge
Digital/Analog Appearance
Seats w/Vinyl Back Material
Manual Adjustable Front Head Restraints
Securilock Anti-Theft Ignition (pats) Immobilizer
2 12V DC Power Outlets
Air Filtration
Driveline Traction Control
Side Impact Beams
Dual Stage Driver And Passenger Seat-Mounted Side Airbags
Pre-Collision Assist with Automatic Emergency Braking (AEB)
Lane Departure Warning
Collision Mitigation-Front
Tire Specific Low Tire Pressure Warning
Dual Stage Driver And Passenger Front Airbags w/Passenger Off Switch
Safety Canopy System Curtain 1st Row Airbags
Outboard Front Lap And Shoulder Safety Belts -inc: Height Adjusters

Gengras Ford, LLC

225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com



Quote Number: 240125016

Fleet Nr:

STATE CONTRACT NO: 19PSX0161

Make	MY	Model	Contract Price
Ford	2024	F-350 Reg Cab 4x4 (F3B) - 142" WB, 8 foot bed	\$ 46,056.00

All specifications are subject to verification of manufacturer's published standard and optional equipment. Vehicle to include all manufacturers standard equipment plus the following options:

	Option Code	Description	List Price
1	Z1	Oxford White	\$ -
2	AS	Vinyl 40/20/40 Medium Dark Slate	\$ -
3	99A	6.8L DEV V8 Gas engine	\$ -
4	44F	Ten speed Automatic Trans	\$ -
5	610A	XL Package	\$ -
6	STD	Cruise Control	\$ -
7	STD	Trailer Brake Controller (Incl. Smart Trailer Tow Connector)	\$ -
8	STD	Power Equipment Group - Manually Telescoping, Folding Trailer Tow Mirrors with Power/Heated Glass, Heated Convex Spotter Mirror, Integrated Clearance Lamps/Turn Signals	\$ -
9	STD	Spare Key - One (1)	\$ -
10	473	Snow Plow Prep	\$ 250.00
11	67B	HD Alternator - 410 amp	\$ 115.00
12	86M	Medium-duty Batteries	\$ 210.00
13	66S	Upfitter Switches	\$ 165.00
14	43C	110 v / 400 watt inverter	\$ 175.00
15	592	Roof Clearance Lights	\$ 95.00
16	X3E	3.73:1 Locking Rear Axle	\$ 430.00
17	TDX	AT Tires	\$ 265.00
18	18B	Cab Steps	\$ 320.00
19	96V	XL Chrome Package includes fog lamps and remote start	\$ 225.00
20			\$ -
21			\$ -
22			\$ -
23			\$ -
24			\$ -
25			\$ -
Total Options per Contract Price (list price)			\$ 2,250.00
Total Factory Options Discount (6%)			\$ (135.00)
Total Options per Contract Price (net price)			\$ 2,115.00

**225 New Britain Avenue
Plainville, CT 06062
Phone: 860.727.6302
www.gengras.com**



Page 2

Quote Number: 240125016

Aftermarket Accessories

	Vendor / Manufacturer	Hours	Description	List Price
1	Reading Body	2.0	Service body per the specifications and all options marked with an 'x'.	\$ 43,604.00
2		0.0		\$ -
3		0.0		\$ -
4		0.0		\$ -
5		0.0		\$ -
6		0.0		\$ -
	Total Hours	2.0		

<i>Total Aftermarket Options (list price)</i>	\$ 41,604.00
<i>Total Aftermarket Options Discount (20%)</i>	\$ (8,320.80)
<i>Total Hours x \$130 / hour rate</i>	\$ 260.00
<i>Total Net Aftermarket Options plus Total Labor</i>	\$ 33,543.20

Trade Allowance

Trade Allowance				
Year	Make	VIN	Description / Mileage	Allowance
				\$ -
				\$ -
				\$ -
			Total Trade in Allowance	\$ -

Comments:

Bailment pool pick up truck stock order placed by Gengras Ford. Chassis upfit is required before pool release to dealer.

Additional fees / Charges

State of CT Trade in Assessment (Note: Fee is payable to State of CT):	\$ -
Dealer Conveyance Fee (\$799.00)	\$ -
Registration Fee (estimated, actual cost will appear on your final invoice)	\$ -
DMV Inspection Fee (as required)	\$ -
Total Additional Fees	\$ -

Customer:	Town of Waterford	Total Additional Fees	\$ -
FIN Code:	QB300		
VIN:	1FTRF3BA7REC65429	Total (per unit)	\$ 81,713.20
Quantity	1	Grand Total (all)	\$ 81,713.20

This quote valid for 30 days from the date created.

READING U98ASW CLASSIC II STEEL SERVICE BODY
SRW 56" C/A REQUIRED

STANDARD FEATURES -

BODY LENGTH: 98" BODY WIDTH: 77.5" UNDERSTRUCTURE: 5"
COMPARTMENT HEIGHT: 40" COMPARTMENT DEPTH: 14.5" LOAD FLOOR WIDTH: 48.5"
COMPLETE STAINLESS STEEL PADDLE LATCHES WITH ROTARY LOCKS
A60 GALVANNEALED STEEL, E-COAT IMERSION PRIMING SYSTEM
PATENTED HIDDEN HINGES WITH OVERLAPPING DOOR CONSTRUCTION
FLUSH MOUNT LED TAIL LIGHTS
NITROGEN GAS STRUT DOOR HOLDERS ON ALL VERTICAL DOORS
FULLY PRIMED & UNDERCOATED UNDERSTRUCTURE
5/8" WIDE AUTOMOTIVE GRADE RUBBER DOOR SEAL
STANDARD SHELVEING & DIVIDERS
POOCHED REAR BUMPER
READING 6 YEAR LIMITED WARRANTY

READING POWDER COAT: X WHITE POWDER COAT

COMPLETE, INSTALLED & DELIVERED **\$13,386.00**

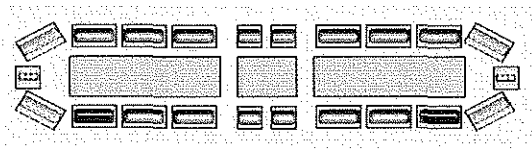
*INCLUDES FACTORY CAMERA REMOUNT (SEE OPTIONS BELOW FOR REVERSE SENSORS)

FORD INTERIM P.D.I. **Inc.**

OPTIONS: (SELECT FROM LIST BELOW)

<u> X </u> UPGRADE TO 100% ALUMINUM CLASSIC II SERVICE BODY	\$1,726.00
<u> X </u> FISHER 8.5" STAINLESS XV2 W/10" RUB DEFLECTOR, HALOGEN, HAND HELD	\$11,425.00
<u> X </u> 4 D-RINGS INSTALLED IN FLOOR OF SERVICE BODY	\$263.00
<u> X </u> FISHER 2.2YD STAINLESS TEMPEST SPREADER, VARIABLE CONTROLS	\$9,499.00
REAR WORK LIGHT ON SWITCH	
<u> X </u> BACK RACK BLACK HEADACHE RACK WITH LIGHT BAR BRACKET	\$733.00
<u> X </u> FIRE EXTINGUISHER IN CAB OF TRUCK	\$46.00
<u> X </u> WHELEN BB2FFFF LIBERTY II DUO WCX LIGHTBAR, MOUNTED TO RACK	\$4,526.00

Brake light in Duo for BTT , White override for front and rear scene lighting. (Work Lights)



TOTAL MSRP WITH SELECTED OPTIONS **\$ 41,604.00**

CT State Contract

TASCA FORD

250 webster square rd Berlin CT 06037

F3B

Regular cab 4x4

142 " wheel Base

WATERFORD

state contract 119PSX0161

ibreslin@tasca.com
860-796-2499

John Breslin state contract holder
Connecticut/ Rhode island/ Maine.

White

Jan 29th

\$ 46,055.00

24 model year

QUOTE

OPTION DESCRIPTION

Upgrades & Options

Option Pricing

Discount

Upgrade Cost

Sub Total Contract Pricing

76S
67B
86M
473

remote start
snow blow prep
410 all ramp
dual batteries

\$ 250.00
\$ 250.00
\$ 115.00
\$ 240.00

\$ 15.00
\$ 6.90
\$ 12.60

\$ 235.00
\$ 285.00
\$ 108.10
\$ 197.40

\$ 235.00
\$ 285.00
\$ 108.10
\$ 197.40

\$ 235.00
\$ 285.00
\$ 108.10
\$ 197.40

\$ 235.00
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\$ 235.00
\$ 285.00
\$ 108.10
\$ 197.40

\$ 235.00
\$ 285.00
\$ 108.10
\$ 197.40

\$ 235.00
\$ 285.00
\$ 108.10
\$ 197.40

Vehicle total \$ 46,830.50
Total per vehicle \$78,455.50

OEM discount 6% off of MSRP

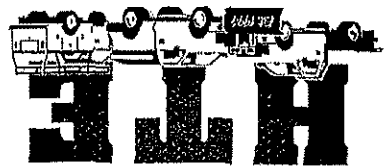
Non OEM 20% discount

QUOTATION

Quote: 012624-SB11
Ref: 24 F350 56" CA SRW
End User:
Date: 01/26/24

HARTFORD TRUCK EQUIPMENT

88 John Rich Blvd, South Windsor, CT
860.280.8916 hartfordtruck.com
sales@hartfordtruck.com



Tasca Ford - Watertford

We are pleased to quote on the following:

One (1) Reading Classic II service body AL-U98ASW installed on suitable cab-chassis with 56" cab to axle measurement and single rear wheels, including:

98" long x 77.5" wide, w/ 14.5" deep compartments, 48.5" x 98" cargo area

All ALUMINUM construction, Approx. 45% lighter than steel

Adjustable heavy-duty galvanized steel shelves with dividers

Adjustable door seals, Heavy duty tailgate with removable knee brace

Rubber door seals, Hidden hinges, Nitrogen strut door holders, Stainless steel door paddles

Flush mounted LED backup, turn, & brake lights, Factory undercoating

Aluminum gas fill, free key replacement to original owner

10 year limited warranty, Lifetime warranty on cylinder locks

Powder coat white finish inside and out

Poached steel bumper, Rear bumper zinc coated to prevent rust

Two (2) rear mud flaps

Back up camera - Mount camera and tie into OEM system

7 RV Style Trailer Socket installed

One (1) Backrack installed behind cab with lightbar bracket

One (1) Whelen 54" WCX SOLO liberty II lightbar installed on bracket with amber fully populated

Front side and rear work lights, integrated stop and turn

Controller in cab

Pickup Bed & Bumper Trade In Credit

Fire extinguisher (loose)

One (1) Fisher Tempest (98520) S220C Stainless Steel hopper sand, salt & sand mix spreader including,

2.2 cu yd capacity 8' hopper, overall dimensions 96.5" x 50" x 35.75" (580lbs)

Riveted stainless steel construction provides a cleaner stainless-steel look.

Pintle Chain Conveyor delivers consistent material flow for dense materials while reducing bridging.

2-year parts and labor warranty

Work Light Kit (99505-1), Drlng installed for sander tie downs

One (1) Fisher plow model # 8'6" XV2 w/ handheld controller, including:

8'6" long x 31"-38" high, 7'5" (full angled), 7'2" (scooped), 7'8" (full V)

Blade approximately weighs 957 lbs.

14 gauge STAINLESS STEEL blade, Black powder coat finish on mounts

Dual-halogen headlamps with park/turn signals

2 year parts and labor warranty

Installed Municipal Price: \$ 31,625.00

Initial :

Vin:

Date:

Terms: Net Due ETA: TBD.

For additional terms and signature complete 2nd page



Respectfully Submitted: Sean Breslin Hartford Truck Equipment Inc.
REV: P 1/26/2024

CNGP530

VEHICLE ORDER CONFIRMATION

01/29/24 08:11:22

Dealer: F11222

=>

2024 F-SERIES SD

Page: 1 of 1

Order No: 0000 Priority: C2 Ord FIN: QS048 Order Type: 5B Price Level: 425

Ord Code: 610A Cust/Fit Name: WATERFORD PO Number:

RETAIL DLR INV

RETAIL DLR INV

F3B F350 4X4SDR/CSR \$48815 \$46374.00

FRT LICENSE BKT NC

NC

142" WHEELBASE

10900# GVMR PKG

Z1 OXFORD WHITE

425 50 STATE EMISS

NC NC

A VNYL 40/20/40

473 SNOW PLOW PREP

250 228.00

S MED DARK SLATE

JACK

610A PREF EQUIP PKG

67B 410 AMP ALTRNTR

115 104.00

.XL TRIM

76S REMOTE START

250 228.00

572 .AIR CONDITIONER

NC 86M DUAL BATTERY

210 191.00

.AMFM/MP3/CLK

SP FLT ACCT CR

(1365.00)

64F .STEEL WHLS-18"

FUEL CHARGE

23.76

99A .6.8L DEV V8 ENG

NC DEST AND DELIV

1995 1995.00

44F 10-SPD AUTOMATC

NC TOTAL BASE AND OPTIONS

51635 47778.76

TCH .LT275/65BSWAS18

TOTAL

51635 47778.76

X37 3.73 REG AXLE

NC *THIS IS NOT AN INVOICE*

JOB #2 BUILD

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC06048

STATE OF CONNECTICUT
CHECK ONE:
☐ GRANT
☐ PERSONAL SERVICE AGREEMENT

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

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

(1) ☒ ORIGINAL ☐ AMENDMENT	(2) IDENTIFICATION #s. P.S. P.O.
--	--

CONTRACTOR	(3) CONTRACTOR NAME TOWN OF WATERFORD	(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☒ NO
	CONTRACTOR ADDRESS 15 Rope Ferry Road, Waterford, CT 06385	
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: _____

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 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 *trailed 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 April 15, 2025 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.

From: DAVID SYLVESTRE
To: Jonathan Mullen
Subject: Re: Letter of Support
Date: Thursday, September 5, 2024 9:37:25 AM

**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.**

I am sending you my support 100% on your proposal as local business in area really need the extra parking to survive in this area there is only a few days in summer when boat trailers fill the lot i am extremely grateful that the town is willing to help us with this parking issue Dave Sylvestre owner dock restaurant thanks again
Sent from my iPhone

On Sep 4, 2024, at 11:34 AM, Jonathan Mullen <jmullen@waterfordct.org> wrote:

Good Morning David,

After many months of negotiations, the Town and CT DEEP have agreed on contract terms to construct an overflow parking lot for the State boat launch on the State owned land at 365 and 371 Mago Point Way. The lot will not only act as overflow parking for the boat launch but also as public parking for visitors to Mago Point and local business patrons. The Board of Selectman will be meeting Tuesday, September 10th to vote to authorize the First Selectman to sign the contract. I'm writing to ask if you would kindly provide a letter of support for this project.

Should you choose to provide a support letter please mail it to my attention at the following address:

Town of Waterford
15 Rope Ferry Road,
Waterford, CT 06385

Alternatively you could send an email.

jmullen@waterfordct.org

Thank you.

Jonathan E. Mullen, AICP
Planning Director
Town of Waterford, CT 06385
jmullen@waterfordct.org

860 444-5813

<image001.png>

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From: [Matt Hillyer 54](#)
To: [Jonathan Mullen](#)
Subject: Re: Letter of Support
Date: Thursday, September 5, 2024 9:28:44 AM
Attachments: [image001.png](#)

**CAUTION: This email originated from outside of the organization.
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and know the content is safe.**

Hello Mr.Mullen:

I've just recieved your email, concerning the overflow parking for the state boat launch in Mago Point. As I'm sure you are all aware, parking during the summer months for all who visit Mago Point can be problematic.

The completion of this project will certainly relieve many of the parking issues for this business community. I would like to thank you and everyone on the planning and zoning commission for making this happen.

I am curious of the parking lot layout,
are there any visual drafts that you could share with me?

Thank you again:
Matt Hillyer

On Wed, Sep 4, 2024, 11:27 AM Jonathan Mullen <jmullen@waterfordct.org> wrote:

Good Morning Jonathan and Matthew,

After many months of negotiations, the Town and CT DEEP have agreed on contract terms to construct an overflow parking lot for the State boat launch on the State owned land at 365 and 371 Mago Point Way. The lot will not only act as overflow parking for the boat launch but also as public parking for visitors to Mago Point and local business patrons. The Board of Selectman will be meeting Tuesday, September 10th to vote to authorize the First Selectman to sign the contract. I'm writing to ask if you would kindly provide a letter of support for this project.

Should you choose to provide a support letter please mail it to my attention at the following address:

Town of Waterford

15 Rope Ferry Road,

Waterford, CT 06385

Alternatively you could send an email.

jmullen@waterfordct.org

Thank you.

Jonathan E. Mullen, AICP

Planning Director

Town of Waterford, CT 06385

jmullen@waterfordct.org

860 444-5813



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From: salty123456@aol.com
To: Jonathan Mullen
Subject: Add'l Parking
Date: Thursday, September 5, 2024 2:33:36 PM

**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.**

Town of Waterford,

As the owner of Mago Point Marina LLC and Captain John's Sport Fishing Center, I am writing to express support for the development of an overflow parking lot at Mago Point. The area has become increasingly popular, attracting more visitors who often struggle with limited parking, which impacts both their experience and the local community. To continue fostering tourism and supporting local businesses, expanding parking is essential. Adequate parking will improve visitor convenience and help Mago Point remain a vibrant destination for both residents and tourists. I urge the town to consider this necessary improvement and look forward to seeing the positive impact it will have on our community.

Sincerely, Captain Bob Wadsworth

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

September 3, 2024

Re: Additional Appropriation, Alewife Cove Conservation Project \$12,500.
Line# 20541-57328 (Alewife Cove Dredging).

I would like to request an additional appropriation in the amount of \$12,500 for the joint grant application for the Conservation Project to preserve and enhance Alewife Cove and our community beaches.

Sincerely,

Jon Mullen JEM

Jon Mullen, Planning Director
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

May 3, 2023

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

addt's
approp

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

#8

FINANCE DEPARTMENT

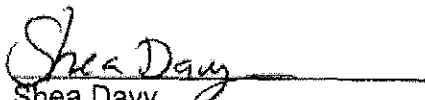
Memo

To: The Board of Selectmen
From: Shea Davy
Date: September 3, 2024
Re: Disposal of aged assets

Dear Mr. Brule,

In accordance with the Town Property Ordinance, Chapter 3.08.020, it is requested that the Board of Selectmen please consider an act to surplus for disposal, on Behalf of the Police Department, 2016 Ford Explorer Police Interceptor Utility, VIN# 1FM5K8AR9GGB89112 Asset ID: 101403 Tag: Car 7, as this vehicle has been replaced according to the Fleet Management Plan. Upon your approval, the Purchasing Agent will dispose of this item by auction.

Thank you for your consideration


Shea Davy
Purchasing Agent,
Town of Waterford



Marc Balestracci
Police Chief

WATERFORD POLICE DEPARTMENT
41 AVERY LANE
WATERFORD, CT 06385-2819



(860) 442-9451 TEL.
mbalestracci@waterfordct.org

To: First Selectman Rob Brule
Cc: Finance Director Kim Allen; Purchasing Agent Shea Davy
From: Marc Balestracci, Chief of Police
Date: August 29, 2024
Re: Vehicle Surplus

First Selectman Brule,

I respectfully request having the following police vehicle placed on the surplus list:

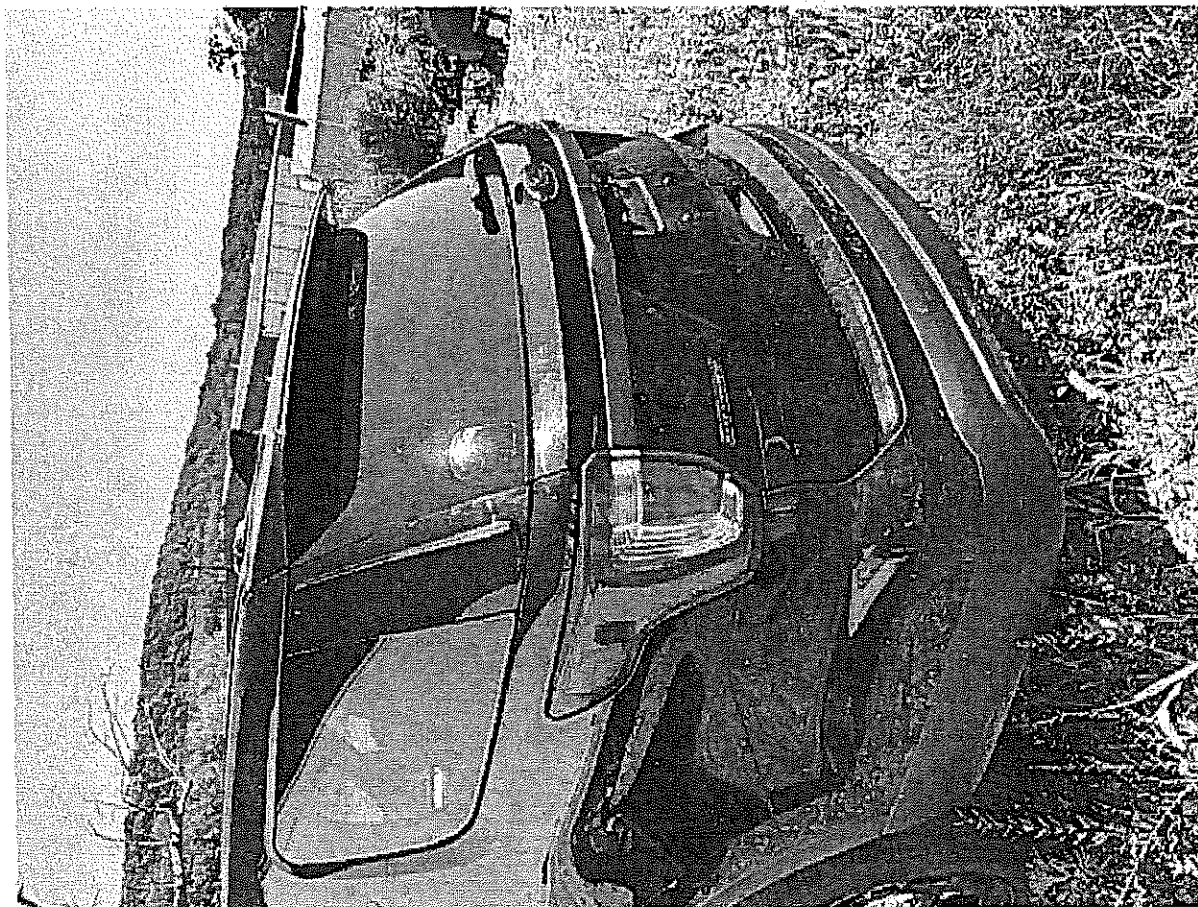
Car #	Year	Make	Model	VIN
7	2016	Ford	PIU	1FM5K8AR9GGB89112

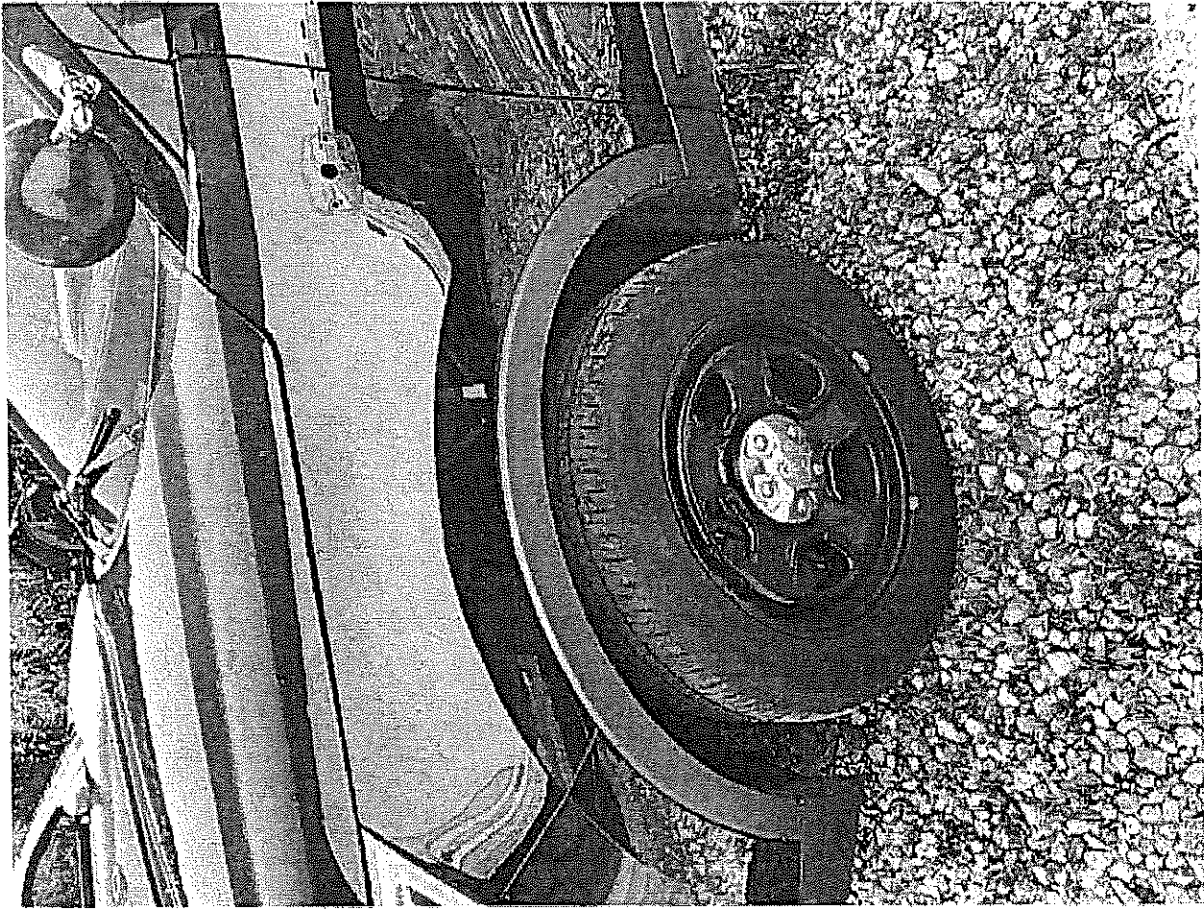
This vehicle is a K-9 patrol cruiser which was recently replaced in accordance with the town's Fleet Plan. It currently has approximately 125,000 miles and 16,300 hours. All usable equipment has been removed and it is currently stored at the Town Garage. We are requesting that this vehicle be placed as surplus as it has been replaced with a new vehicle, and also due to the high mileage and hours.

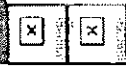
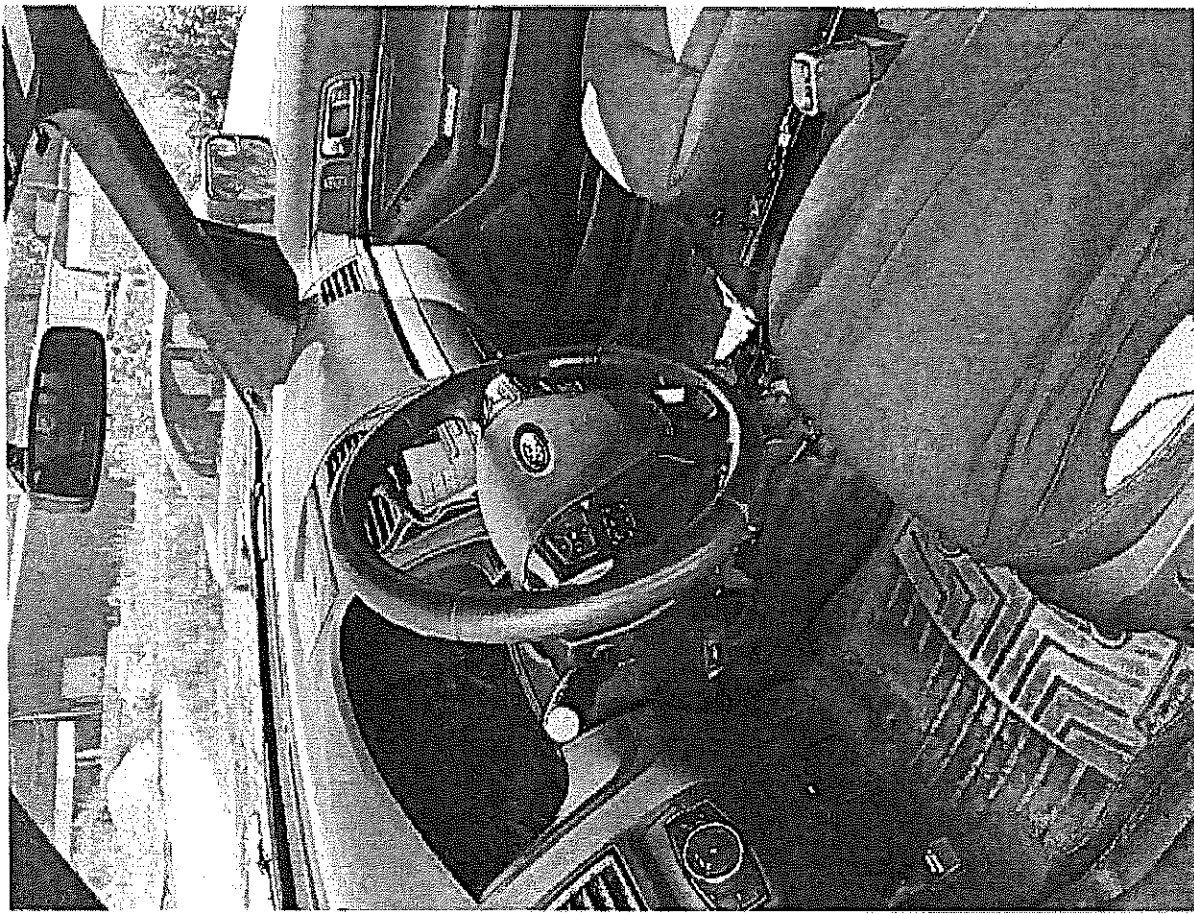
Marc Balestracci
Chief of Police
Waterford Police Department

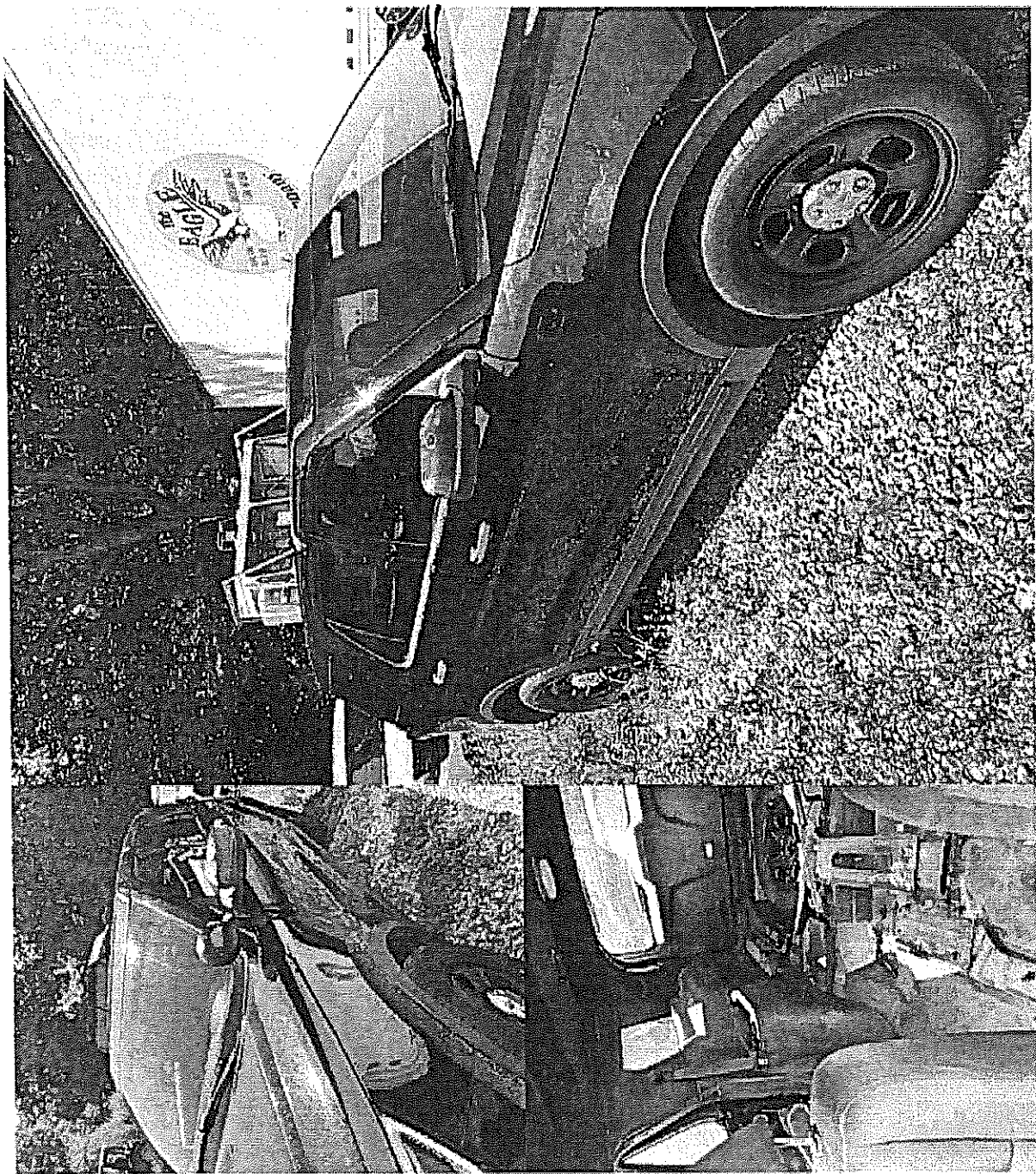
Shea Davy

From: Shea Davy
Sent: Wednesday, September 4, 2024 2:17 PM
To: Shea Davy









Sent from my iPhone

#9a

Shannon Withey

From: Julie Greco <juliegrec@snet.net>
Sent: Wednesday, August 28, 2024 3:40 PM
To: First Selectman
Subject: EDC

Follow Up Flag: Follow up
Flag Status: Flagged

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Hey Rob:

I would like to extend my service on the EDC.

Julie

#9b

Shannon Withey

From: Robert Brule
Sent: Wednesday, August 28, 2024 12:58 PM
To: Shannon Withey
Subject: FW: Waterford ERTD Rep Reappointment

My regards,

Rob Brule
First Selectman
Waterford Town Hall
15 Rope Ferry Road
Waterford, CT 06385
rbrule@waterfordct.org
Phone: 860-444-5834



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From: Cathy Barnard <cathybarnard514@yahoo.com>
Sent: Wednesday, August 28, 2024 11:54 AM
To: Robert Brule <rbrule@waterfordct.org>
Subject: Waterford ERTD Rep Reappointment

CAUTION: This email originated from outside of the organization.

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Hi Rob,

Hope you are enjoying the last bits of summer.

Apparently my term expired back in March. I am happy to stay on the Board if that works for you, I just need you to make it official.

If you'd like to go that route, what do you need from me?

Thanks!

Cathy Barnard

Managing Member

ACME Lightning Rod

(860) 306-2147 (cell)

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



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

CGS Sec. 7-479d, Municipal Agent for the Youth

An interlocal risk management agency may sue or be sued and shall appoint a natural person residing in this state or a corporation authorized to do business in this state as its agent for service of process and notify the insurance commissioner of such appointment.

CGS Sec. 7-127b Municipal Agent for the Elderly

Sec. 7-127b. Municipal agents for elderly persons. Responsibilities of Department of Social Services. (a) The chief elected official or the chief executive officer if by ordinance of each municipality shall appoint a municipal agent for elderly persons. Such agent shall be a member of the municipality's commission on aging, if any, a member of another agency that serves elderly persons, an elected official of the state or the municipality or a responsible resident of the municipality who has demonstrated an interest in the elderly or has been involved in programs in the field of aging.

(b) Each municipal agent shall (1) disseminate information to elderly persons and assist such persons in learning about the community resources available to them and publicize such resources and benefits; (2) assist elderly persons in applying for federal and other benefits available to such persons; (3) submit written reports at least annually to the chief elected official, chief executive officer, legislative body and committee or commission on aging of the municipality, if any, and to the Department of Social Services on the services they have provided, the needs and problems of the elderly and any recommendations for municipal action with regard to elderly persons.

(c) Each municipal agent shall serve for a term of two or four years, at the discretion of the appointing authority of each municipality, and may be reappointed. If more than one agent is necessary to carry out the purposes of this section, the appointing authority, in the discretion of such appointing authority, may appoint one or more assistant agents. The town clerk in each municipality shall notify the Department of Social Services immediately of the appointment of a new municipal agent. Each municipality may provide to its municipal agent resources sufficient for such agent to perform the duties of the office.

(d) The Department of Social Services shall be responsible for assuring that the

provisions of this section are being carried out by municipalities, and shall adopt and disseminate to municipalities guidelines as to the role and duties of municipal agents and such informational and technical materials to assist such agents in performance of their duties. Said department shall provide training for municipal agents in accordance with their needs and the resources of the department and in cooperation with area agencies on aging. The department shall sponsor at least one training session in each of the planning and service areas of the Department of Social Services. Such training shall include, but not be limited to, information, from updated lists, on the availability of housing. Each municipal agent shall attend at least one such session. Said department shall assist such agents to develop and maintain simple records about the needs of elderly persons and the services provided to them, which records shall be confidential and used only to provide data that is useful to the Department of Social Services and the area agencies on aging in the preparation of the annual state and area plans.

(1972, P.A. 70; P.A. 77-447; P.A. 85-459, S. 1, 2; P.A. 88-206, S. 2; P.A. 93-262, S. 1, 87; P.A. 95-77; P.A. 01-195, S. 105, 181.)

History: P.A. 77-447 replaced all former provisions re municipal agents for disseminating information to elderly with more detailed provisions of Subsecs. (a) to (d), inclusive; P.A. 85-459 amended Subsec. (b) to require written reports to be submitted to the state department on aging and amended Subsec. (c) to require the town clerk to notify the state department on aging of the appointment of a new municipal agent; P.A. 88-206 gave the chief elected official the authority to appoint a municipal agent and provided that the chief executive officer may also appoint if by ordinance he is given such authority in Subsec. (a), made a technical change in Subsec. (b) and required the department on aging to sponsor at least one training session and specified that the training shall include information re the availability of housing and required each municipal agent to attend at least one session in Subsec. (d); P.A. 93-262 authorized substitution of department of social services for department on aging, effective July 1, 1993; P.A. 95-77 amended Subsec. (c) to allow a municipal agent to serve a term of two or four years, at the discretion of the appointing authority, where previously terms were two years only; P.A. 01-195 made technical changes, effective July 11, 2001.

12a

From: Elvira Johns <elliecarol54@gmail.com>
To: First Selectman Robert Brule
Sent: Saturday, August 31, 2024 2:52 PM EDT
Subject: This Labor Day, Protect Workers by Eliminating Pesticide Use in Our Communities and State

Dear First Selectman Robert J. Brule,

On Labor Day, I am writing to ask you to exercise your leadership in recognizing and acting on the importance of worker health as one foundational reason for stopping the use of toxic pesticides. This is a day of reflection and commitment to taking meaningful action for workers who serve our community and are expected to handle toxic pesticides in the process. We can be a part of changing that expectation by stopping the use of toxic pesticides through the adoption of organic land management. In the process, we protect landscapers who are daily applying toxic pesticides and, in the process, protect children, pets, and biodiversity. We also protect those who produce, handle, transport, and dispose of the toxic pesticides used in chemical-intensive land management.

We can do this now.

We would hope that federal and state policy would adopt the only ethical policy for the regulation of toxic pesticides, which is a precautionary policy that restricts or eliminates toxic chemical uses based on the preponderance of scientific information. However, in the absence of federal and state action in this regard, it falls to our local elected officials and local government to protect those employees in our community who are working with toxic chemicals.

I am urging you to stop our parks department from using toxic pesticides now. When we as a community stop toxic pesticide use and adopt organic land management practices, the first in line of exposure—those workers who handle the toxic materials—are protected. We urge you to encourage the same for all school grounds and the cosmetic use of toxic pesticides on private property in our community.

We also urge you to end town purchasing of food grown with toxic pesticides now. In purchasing organic food, we are protecting those who grow and harvest our food, farmworkers. We urge you to encourage school cafeterias, religious institutions, civic clubs, and others to do the same.

As we say on Labor Day, our communities must annually renew the commitment to eliminate the racial and economic inequities in our society that contribute to disproportionate risk to the health and well-being of workers, especially people of color who suffer elevated levels of harm. We can do this through the adoption of local policies and practices that eliminate toxic pesticide use, which disproportionately affects workers.

Toxic Body Burden. When it comes to the total amount of toxicants in our body

(toxic body burden) from pesticide exposure, workers' occupational exposure to pesticides is not a part of the aggregate risk calculation (or cumulative risk calculation) that the U.S. Environmental Protection Agency (EPA) uses to determine allowable exposure. So, when we, a school district, a parks department, or a business purchase conventional food grown with chemical-intensive practices, we are supporting management practices that permit elevated, inadequately restricted exposure to those who grow our food or manage our parks and playing fields. When EPA was mandated by Congress in the 1996 Food Quality Protection Act (FQPA)—which amends the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Food, Drug, and Cosmetic Act (FFDCA)—to start calculating real hazards from dietary and nondietary exposure, as a part of the pesticide registration process, the law explicitly did NOT, and still does not, require consideration of occupational exposure.

Thank you for your consideration of my request. Happy Labor Day and thanks for your work.

Sincerely,
Mrs. Elvira Johns
185 Niantic River Rd Waterford, CT 06385-1843
elliecarol54@gmail.com

#12b

From: Theodore.johns@everyactionadvocacy.com <Theodore.johns@everyactionadvocacy.com>
Sent: Saturday, August 31, 2024 2:44 PM
To: Shannon Withey <swithey@waterfordct.org>
Subject: This Labor Day, Protect Workers by Eliminating Pesticide Use in Our Communities and State

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.

Dear First Selectman Robert J. Brule,

On Labor Day, I am writing to ask you to exercise your leadership in recognizing and acting on the importance of worker health as one foundational reason for stopping the use of toxic pesticides. This is a day of reflection and commitment to taking meaningful action for workers who serve our community and are expected to handle toxic pesticides in the process. We can be a part of changing that expectation by stopping the use of toxic pesticides through the adoption of organic land management. In the process, we protect landscapers who are daily applying toxic pesticides and, in the process, protect children, pets, and biodiversity. We also protect those who produce, handle, transport, and dispose of the toxic pesticides used in chemical-intensive land management.

We can do this now.

We would hope that federal and state policy would adopt the only ethical policy for the regulation of toxic pesticides, which is a precautionary policy that restricts or eliminates toxic chemical uses based on the preponderance of scientific information. However, in the absence of federal and state action in this regard, it falls to our local elected officials and local government to protect those employees in our community who are working with toxic chemicals.

I am urging you to stop our parks department from using toxic pesticides now. When we as a community stop toxic pesticide use and adopt organic land management practices, the first in line of exposure—those workers who handle the toxic materials—are protected. We urge you to encourage the same for all school grounds and the cosmetic use of toxic pesticides on private property in our community.

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Toxic Body Burden. When it comes to the total amount of toxicants in our body (toxic body burden) from pesticide exposure, workers' occupational exposure to pesticides is not a part of the aggregate risk calculation (or cumulative risk calculation) that the U.S. Environmental Protection Agency (EPA) uses to

determine allowable exposure. So, when we, a school district, a parks department, or a business purchase conventional food grown with chemical-intensive practices, we are supporting management practices that permit elevated, inadequately restricted exposure to those who grow our food or manage our parks and playing fields. When EPA was mandated by Congress in the 1996 Food Quality Protection Act (FQPA)—which amends the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and the Federal Food, Drug, and Cosmetic Act (FFDCA)—to start calculating real hazards from dietary and nondietary exposure, as a part of the pesticide registration process, the law explicitly did NOT, and still does not, require consideration of occupational exposure.

Thank you for your consideration of my request. Happy Labor Day and thanks for your work.

Sincerely,

Mr THEODORE Johns

185 Niantic River Rd Waterford, CT 06385-1843 Theodore.johns@att.net

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553

www.waterfordct.org

RECEIVED FOR RECORD
WATERFORD, CT.

2024 AUG 13 | A 8:52

ATTEST: *Doreen L. Casper*
TOWN CLERK

MINUTES
BOARD OF SELECTMEN REGULAR MEETING
Tuesday, August 6, 2024
5:00 PM
Waterford Town Hall (Appleby Room)

(Procedural Action: Check register to be signed by the Board of Selectmen in accordance with CGS 7-83)

1. **Call to Order & Roll Call:** 5:01 pm
In attendance: Rob Brule, Rich Muckle & Greg Attanasio
Absent: N/A
2. **Pledge of Allegiance**
3. **Public Comment:** Bryan Sayles – Firearms, submitted letter to be entered into the minutes
4. **Board of Education:** To consider and act on a request for a FY25 appropriation, to replace the tennis court at Waterford High School with post tension concrete from the Waterford Public Schools Director of Finance, Joseph Mancini, in the amount of \$1,200,000 and forward on to the Board of Finance if approved.

MOTION by Attanasio, to table, no second, **MOTION FAILED**

MOTION by Muckle, seconded by Attanasio, **VOTING IN FAVOR: 3-0 PASSED**

5. **Board of Education:** To consider and act on a request for a FY25 appropriation, to replace the turf multipurpose field at Waterford High School from the Waterford Public Schools Director of Finance, Joseph Mancini, in the amount of \$1,200,000 and forward on to the Board of Finance if approved.

MOTION by Attanasio, to table, no second, **MOTION FAILED**

MOTION by Muckle, seconded by Attanasio, **VOTING IN FAVOR: 3-0 PASSED**

6. **Assessor:** To consider and act on a recommendation from Shea Davy, Purchasing Agent, to obtain Personal Property Auditing and Consulting Services from Charles B. Feldman & Associates LLC (pending the approval for an additional appropriation), in the amount of \$24,500, from line # 10104-52030 (Professional Fees).

MOTION by Attanasio, to table, no second, **MOTION FAILED**

MOTION by Muckle, seconded by Attanasio, **VOTING IN FAVOR: 2-1 PASSED**

Voting For: Muckle, Brule

Voting Against: Attanasio

7. **Assessor:** To consider and act on a request for a FY24 additional appropriation from the Assessor, Paige Walton, in the amount of \$24,500, for personal property auditing services, to account #10104-52030 (Professional Fees) and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio to amend the motion from "FY24" to "FY25". **VOTE 3-0**

MOTION by Muckle, seconded by Attanasio to accept the amended motion, **VOTING IN FAVOR: 3-0 PASSED**

MOTION by Muckle, seconded by Attanasio, **VOTING IN FAVOR: 2-1 PASSED**

Voting for: Brule, Muckle

Against: Attanasio

8. **Fire Services:** To consider and act on a request for a FY25 additional appropriation from the Director of Fire Services, Michael Howley, in the amount of \$49,226, for an employee payout per negotiated contract, to account #10123-51410 (Full Time Firefighting) and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, **VOTING IN FAVOR: 3-0 PASSED**

9. **Fire Services:** To consider and act on the following request for a FY25 In-Series Transfer from the Director of Fire Services, Michael Howley, in the amount of \$4,123 to cover cost of insurance increased for FY25.

MOTION by Muckle, seconded by Attanasio, **VOTING IN FAVOR: 3-0 PASSED**

10. **Fire Services:** To consider and act on a recommendation from, Purchasing Agent, Shea Davy, for surplus disposal of several items including portable radios, chargers, monitors, pagers, power supplies, batteries, and belt cases.

MOTION by Muckle, seconded by Attanasio, **VOTING IN FAVOR: 3-0 PASSED**

- 11. Public Works:** To consider and act upon awarding the Catch Basins Cleaning contract to Shaw Vac Service LLC, from the Director of Public Works, Gary Schneider, for \$25,350 in accordance with CRCOG contract #757. Funds available from line item #10130-52030 (Professional Fees)

MOTION by Attanasio to increase to \$76,050. Motion Failed for lack of a second.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 2-1 PASSED

Voting for: Brule, Muckle

Against: Attanasio

- 12. Seniors:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the Human Services Administrator, Dani Gorman, in the amount of \$1,003 to cover increased fuel costs after the budget was approved and additional physical exams for new hires and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 13. Human Resources:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the Director of Human Resources, Christine Walters, in the amount of \$14,040 to cover expenditures and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 14. Recreation and Parks:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the Director of Recreation and Parks, Ryan McNamara, in the amount of \$3,545 to cover increased costs after budget approved and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 15. Planning:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the Director of Planning, Jon Mullen, in the amount of \$25,700 to cover budget expenditures and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 16. Facilities:** To consider and act on the following request for a FY24 In-Series Transfer from the Director of Finance, Kim Allen, in the amount of \$15,494 due to Facilities taking over the custodial service contract for the Community Center, which was not budgeted.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 17. Finance:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the Director of Finance, Kim Allen, in the amount of \$779 to cover increased need for town-wide supplies by individual departments and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 18. Retirement:** To consider and act on the following request for a FY24 In-Series Transfer from the Director of Finance, Kim Allen, in the amount of \$56,757 to cover retiree benefits actuals over forecasted.

MOTION by Muckle, seconded by Attanasio to amend the motion from "over forecasted" to "under forecasted". VOTE 3-0

MOTION by Muckle, seconded by Attanasio to accept the amended motion, VOTING IN FAVOR: 3-0 PASSED

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 19. Various:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the Director of Finance, Kim Allen, in the amount of \$34,674 to cover increased salaries and increased postage and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 20. First Selectman:** To consider and act on the following request for a FY24 Out-of-Series Transfer from the First Selectman, Rob Brule, in the amount of \$237 to cover increased costs after the budget was approved and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

- 21. Public Works:** To consider and act on the following request for a FY24 In-Series Transfer from the Director of Public Works, Gary Schneider, in the amount of \$10,788 to cover the cost of fuel.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

22. Appointments & Resignations:

23. New Business: NONE

24. Old Business: NONE

25. Correspondence:

25a. FY24 4th Qtr Capital Report

25b. Lake Brandegee email – Tiffany Jones

25c. US Treasury Report - Town of Waterford CT Quarterly Report

25d. Quaker Hill/Leary Park Improvements – email R.F. Muckle

26. Consent Agenda

26a. Tax Refund

26b. Board of Selectmen Regular Meeting Minutes July 23, 2024

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

27. Adjournment: 6:09 pm

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

#3

August 6, 2024

Waterford Board of Selectman
Rope Ferry Road
Waterford, CT 06385

Mr. Brule,

Chief of police Balestracci's decision to oppose gun destruction defies logic and lack merit given his email to me late last week.

"The Waterford Police Department has a process that it follows when new firearms are purchased, which ensures all laws and regulations are followed. When this project was presented to the town boards for funding, that process was detailed so that the Board of Police Commissioners, Board of Selectmen, Board of Finance, Representative Town Meeting and the public were all aware and could ask questions of what process we would be following. As the project has been approved by all boards, which again were public meetings with proper posting of agendas, we will follow the approved request."

Beyond that email, I heard Chief Balestracci state that Waterford would benefit by a "significant amount" by cashing in our old guns. That is a matter of opinion.

Of course, Chief Balestracci would need to follow town rules and protocol. All committees and boards have to follow them. However, none of what I am proposing for the disposition of obsolete firearms would hinder the town from moving forward. The proposed credit appears as a simple line item in Whitmer's itemized quote. It can be removed! The final purchase price would change but again, the town frequently moves money to meet different departmental costs. For instance, within your agenda for today's meeting there are fourteen (14) such requests totaling over two-hundred thousand dollars (\$200,000). Surely Waterford can shift about \$13,000 over to the Police Department to cover the cost of getting rid of the old guns responsibly.

Lastly, in review your agenda, you list no new or old business. A clear indication to me that you never intended to revisit the issue. It all looks to me and others that you, and Richard Muckle are dismissive of public safety and the public health crisis surrounding gun crime in favor of thirteen grande.

Thank you,

Bryan Sayles

#25d

Shannon Withey

From: Richard Muckle <rmuckle@comcast.net>
Sent: Monday, August 5, 2024 4:56 PM
To: First Selectman
Subject: Quaker Hill / Leary Park Improvements

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.

Rob,

In reviewing the BOS Agenda for 6 August, I noted that the major improvements for outdoor recreation areas are focused on the center of our community, specifically Waterford High School.

I would like to suggest that some consideration be given to improvements to Leary Park in the more northern section of town, Quaker Hill. My suggestion is that major improvements be made to the tennis courts, similar to those being considered for the High School.

Furthermore, with the "explosive" interest in Pickle Ball, it would be prudent to incorporate courts for this activity at Leary Park.

I appreciate your thoughts on these suggestions.

Respectfully,
R. F. Muckle
Selectman

FIFTEEN ROPE FERRY ROAD
WATERFORD, CT 06385-2886



PHONE: 860-442-0553

www.waterfordct.org

RECEIVED FOR RECORD
WATERFORD, CT

2024 AUG 27 12:50

ATTEST: *David L. Campese*
TOWN CLERK

MINUTES
BOARD OF SELECTMEN REGULAR MEETING
Tuesday, August 20, 2024
5:00 PM
Waterford Town Hall (Appleby Room)

(Procedural Action: Check register to be signed by the Board of Selectmen in accordance with CGS 7-83)

1. **Call to Order & Roll Call:** 5:00 pm
In attendance: Rob Brule, Rich Muckle & Greg Attanasio
Absent: N/A

2. **Pledge of Allegiance**

3. **Public Comment:** NONE

4. **Fire Services:** To consider and act on a request for a FY25 additional appropriation from the Interim Director of Fire Services, Stephen Dubicki, in the amount of \$14,485, for an employee payout, to account #10123-51110 (Administration) and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

5. **Fire Services:** To consider and act on the following request for a FY25 In-Series Transfer from the Interim Director of Fire Services, Stephen Dubicki, in the amount of \$2,686 to cover cost of Jordan generator repairs.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

6. **Public Works:** To consider and act on a recommendation from, Purchasing Agent, Shea Davy, for surplus disposal of a 2002 Elgin Pelican Sweeper, Serial # P-3928-S, Asset ID: 9204031539, Tag: H24.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

7. **Tax Collector:** To consider and act on the following request for a FY25 Out-of-Series Transfer from the Tax Collector, Alan Wilensky, in the amount of \$600 to cover the cost of a paper folding machine and forward on to the Board of Finance if approved.

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

8. **Appointments & Resignations:**

9. **New Business:** NONE

10. **Old Business:** NONE

11. **Correspondence:**

11a. Email – Pickleball courts – Elayne Peterson

11b. Email – Seaside Park Save the Nurses Building – James Walsh

12. **Consent Agenda**

12a. Tax Refund

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED

12b. Board of Selectmen Regular Meeting Minutes August 6, 2024

MOTION by Attanasio, to table, VOTING IN FAVOR: 3-0 PASSED

13. **Adjournment:** 5:13 pm

MOTION by Muckle, seconded by Attanasio, VOTING IN FAVOR: 3-0 PASSED