



# TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

## Finance Committee

### ~ AGENDA ~

Chairman S. Naomi  
Rodriguez

Regular Meeting

Wednesday, January 3, 2024

5:00 PM

Town Hall Annex Building - Hybrid  
Format

In -Person Location: Council Chambers, Town Hall Annex Building

Remote Participation is noted below:

**Join Zoom Meeting from your Computer, Smart Phone or Tablet:**

**<https://us06web.zoom.us/j/85330991521?pwd=s52F8bNZkcrN9nZTgAjfvJa7axfpko.1>**

**by Audio Only: Telephone: +1 646 558 8656; Meeting ID: 853 3099 1521; Passcode: 799390**

- I. CALL TO ORDER
- II. ROLL CALL
- III. RESIDENTS & PROPERTY OWNERS COMMENTS
- IV. PRESENTATIONS / INFORMATIONAL ITEMS
- V. APPROVAL OF MINUTES

MOTION to approve the following:

- Organizational Meeting Minutes of December 6, 2023
- Meeting Minutes of December 6, 2023

**Attachments:** [FIN-MIN-2023-12-06-ORGANIZATIONAL.pdf](#)  
[FIN-MIN-2023-12-06.pdf](#)

#### VI. FINANCE DIRECTOR'S REPORT

Finance Director's Report

#### VII. FINANCIAL REPORTS

#### VIII. OLD BUSINESS

- 1. Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Attachments:** [ARPA PROJECT ACCOUNTING-2023-12-04.xlsx](#)  
[ARPA - Obligation Interim Final Rule Quick Reference Guide 2023.pdf](#)

2. Continued discussion regarding potential uses of the revenue received from Public Act No.21-58 “An Act Concerning Solid Waste Management” in accordance with “Resolution Regarding Revenues Received from Beverage Container Surcharges” adopted on June 8, 2022.

**Attachments:** [Adopt a Road Group Agreement draft as of 10-03-2023.docx](#)  
[Adopt a road guideline and safety rules draft as of 10-03-2023.docx](#)  
[Adopt a road Information sheet draft as of 10-03-2023.docx](#)  
[Adopt a Road Participant Release Form draft as of 10-03-2023.docx](#)  
[Opioid Fudning-Ledyard Prevetion Coalation OPF proposal final-2023-06-05.docx](#)  
[NIP Bottle tax data through March 31 2023.xlsx](#)  
[003-2022-JUN-08- RES-BEVERAGE REVENUES-2022-06-08.docx](#)  
[PUBLIC ACT 21-58-SOLID WASATE MANAGMENT-2022-06-21.pdf](#)

3. Any other Old Business proper to come before the Committee.

#### IX. NEW BUSINESS

1. MOTION to authorize the Mayor to execute a “Subordinate Agreement between the Town of Ledyard and Mr. Matthew Proctor” pertaining to a Home Rehabilitation Loan in the amount of \$32,820.48 for 33 Highland Drive, Ledyard.

**Attachments:** [Proctor\\_SubordinationRequest.docx](#)  
[Appraisal 33 Highlands Drivev-Proctor-Refinance Home- Report-Subordinate Town Lien-2023-12-18.pdf](#)  
[33 Highland Drive-Rehabilitation Loan email-2023-12-27.pdf](#)  
[Ledyard Program Income Loan-docs #2.doc](#)

2. MOTION to authorize overspending account 10110205-53610 Specialty Approved Counsel through June, 30, 2023.
3. MOTION to appropriate the Connecticut Secretary of the State Early Voting Grant in the amount of \$10,500 to Account# 21010301-56100-G0015 entitled “Registrar - Operating Expenses - Misc. Grants”.

In addition, authorize the Registrar of Voters to expend the Early Voting Grant in the amount of \$10,500 to pay for expenses associated with Early Voting provisions in accordance with Public Act 23-5.

**Attachments:** [Early Voting Grant Spending Plan-2023-12-31.pdf](#)  
 PUBLIC ACT-23-05-EARLY VOTING  
 Grant

4. MOTION to approve the Master Municipal Agreement for Construction Projects between the State of Connecticut Department of Transportation (DOT) and the Town of

Ledyard.

**Attachments:** [MMAC - Ledyard](#)  
[Ledyard\\_2014 MMAC Agreement](#)

5. MOTION to appropriate the proceeds in the amount of \$260,895 from the sale of 332 Colonel Ledyard Highway to the following Accounts:

- \$95,500.00 to Account #21040111-58240 (Building Renovations - Public Works)
- \$110,000.00 to Account #21040101-57315 (Pooled Vehicles - Public Works)
- \$3,193.85 to Account #10110203-56900 (Other Supplies - Administrative Support)
- \$2,201.15 to Account #10110201-58790 (Contingency - Mayor’s Office)
- \$50,000.00 to CNR Account #21090305-68290 (Open Space)

**Attachments:** [Purchase-Sale Agreement-332 Colonel Ledyard Highway-Sherman-2023-08-14](#)  
[SPECIAL TOWN MTG MINUTES-2023-09-27](#)  
[332 CLH Sale Exspenses\\_Mayor Contingency Reimbursement](#)  
[PUB HEAR-MIN-2023-09-27-SELL 332 COL LED](#)  
[HYW-ORD-FIRST RESPONDERS-ORD HANDICAP](#)  
[VEHICLES-ORD CANCEL NURSING BOARD-ORD-BLIGHT \(REV 2\)](#)  
[332 CLH Check 11.17.2023](#)

6. Any other New Business proper to come before the Committee.

X. ADJOURNMENT

DISCLAIMER: Although we try to be timely and accurate these are not official records of the Town.



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-2356

**Agenda Date:** 1/3/2024

**Agenda #:**

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## MINUTES

### **Minutes:**

MOTION to approve the following:

- Organizational Meeting Minutes of December 6, 2023
- Meeting Minutes of December 6, 2023





**TOWN OF LEDYARD**  
**CONNECTICUT**  
**TOWN COUNCIL**  
**HYBRID FORMAT**

741 Colonel Ledyard Highway  
Ledyard, CT 06339

860 464-3203  
Roxanne Maher

Chairman S. Naomi Rodriguez

**MINUTES**  
**FINANCE COMMITTEE**  
**ORGANIZATIONAL MEETING**

Wednesday, December 6, 2023

4:45 PM

Town Hall Annex Building

**DRAFT**

- I. CALL TO ORDER – The Finance Committee Organizational Meeting was called to order by Committee Chairman Councilor Saccone at 4:45 p.m. at the Council Chambers, Town Hall Annex Building.

Councilor Saccone welcomed all to the Hybrid Meeting. He stated for the Town Council Finance Committee and members of the Public who were participating via video conference that the remote meeting information was available on the Agenda that was posted on the Town’s Website – Granicus-Legistar Meeting Portal.

- II. ROLL CALL

| Attendee Name      | Title                    | Status  | Location  | Arrived | Departed |
|--------------------|--------------------------|---------|-----------|---------|----------|
| Jessica Buhle      | Town Councilor           | Present | In-Person | 4:45 pm | 4:48 pm  |
| Tim Ryan           | Town Councilor           | Present | In-Person | 4:45 pm | 4:48 pm  |
| Tony Saccone       | Town Councilor           | Present | In-Person | 4:45 pm | 4:48 pm  |
| S. Naomi Rodriguez | Town Council Chairman    | Present | In-Person | 4:45 pm | 4:48 pm  |
| Matthew Bonin      | Finance Director         | Present | In-Person | 4:45 pm | 4:48 pm  |
| April Brunelle     | Town Councilor           | Present | Remote    | 4:45 pm | 4:48 pm  |
| Roxanne Maher      | Administrative Assistant | Present | Remote    | 4:45 pm | 4:48 pm  |

- III. BUSINESS OF MEETING

1. MOTION to set the Finance Committee’s Regular Meeting schedule for the 2024 Calendar Year to be the first and third Wednesday of the month at 5:00 p.m. in the Town Hall Annex Building as noted below:

**Finance Committee (1st & 3rd Wednesday, Annex Building 5:00 p.m.)**

|                                   |                |                |                |
|-----------------------------------|----------------|----------------|----------------|
| January 3, 17                     | February 7, 21 | March 6, 20    | April 3, 17    |
| May 1, 15                         | June 5, 19     | July 3, 17     | August 7, 21   |
| September 4, 18                   | October 2, 16  | November 6, 20 | December 4, 18 |
| January 1 <sup>^</sup> , 15, 2025 |                |                |                |

Moved by Councilor Ryan, seconded by Councilor Buhle

Discussion: Councilor Saccone noted a draft 2024 meeting schedule for the Finance Committee has been provided this evening for review. He noted if there were no objections, the Finance Committee would continue to meet on the first and third Wednesday of each month at 5:00 p.m. as noted above.

VOTE: 3 – 0 Approved and so declared

**RESULT: 3 – 0 APPROVED [UNANIMOUS]**  
**MOVER:** Tim Ryan, Town Councilor  
**SECONDER:** Jessica Buhle, Town Councilor  
**AYES:** Jessica Buhle, Tim Ryan, Tony Saccone

2. The Finance Committee reviewed the outstanding action items contained in the memo dated November 8, 2023, as forwarded by Finance Committee of the Twenty-sixth Town Council, and agreed to continue to work on the following items of business:

(1) Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act Funding (ARPA)* and the process to approve ARPA Projects and expend ARPA Funding.

(2) Potential uses of the revenue received from Public Act No.21-58 “*An Act Concerning Solid Waste Management*” in accordance with “*Resolution Regarding Revenues Received from Beverage Container Surcharges*” adopted on June 8, 2022.

(3) National Opioid Settlement Payments

- ✓ Potential Uses of the Funds
- ✓ Allocations of the Funds
- ✓ Oversight-follow-up-communication with Organizations administering the funds.

Councilor Ryan noted as a former Finance Committee Member that he was familiar with the three business items that were forwarded to this Finance Committee. He stated that both he and Finance Director Matthew Bonin could answer questions regarding these items.

**RESULT: COMPLETED**

IV. COMMENTS OF COMMITTEE MEMBERS – None.

V. ADJOURNMENT

Councilor Buhle moved the meeting be adjourned, seconded by Councilor Ryan

VOTE: 3 - 0 Approved and so declared, the meeting was adjourned at 4:48 p.m.

Respectfully submitted,

Anthony Saccone  
Committee Chairman  
Finance Committee



**TOWN OF LEDYARD**  
CONNECTICUT  
TOWN COUNCIL  
HYBRID FORMAT

741 Colonel Ledyard Highway  
Ledyard, CT 06339

860 464-3203  
Roxanne Maher

Chairman S. Naomi Rodriguez

**MINUTES**  
**FINANCE COMMITTEE**  
**REGULAR MEETING**

Wednesday, December 6, 2023

5:00 PM

Annex Meeting Room - Video Conference

**DRAFT**

- I. **CALL TO ORDER** - The Meeting was called to order by Committee Chairman Councilor Saccone at 5:00 p.m. at the Council Chambers Town Hall Annex Building.

Councilor Saccone welcomed all to the Hybrid Meeting. He stated for the Town Council Finance Committee and members of the Public who were participating via video conference that the remote meeting information was available on the Agenda that was posted on the Town’s Website – Granicus-Legistar Meeting Portal.

- II. **ROLL CALL**

| Attendee Name          | Title                               | Status  | Location  | Arrived | Departed |
|------------------------|-------------------------------------|---------|-----------|---------|----------|
| Jessica Buhle          | Town Councilor                      | Present | In-Person | 5:00 pm | 6:05 pm  |
| Tim Ryan               | Town Councilor                      | Present | In-Person | 5:00 pm | 6:05 pm  |
| Tony Saccone           | Town Councilor                      | Present | In-Person | 5:00 pm | 6:05 pm  |
| S. Naomi Rodriguez     | Town Council Chairman               | Present | In-Person | 5:00 pm | 6:05 pm  |
| Matt Bonin             | Finance Director                    | Present | In-Person | 5:00 pm | 6:05 pm  |
| Carmen Garcia-Irizarry | Town Councilor                      | Present | In-Person | 5:00 pm | 6:05 pm  |
| April Brunelle         | Town Councilor                      | Present | Remote    | 5:00 pm | 6:05 pm  |
| Steve Masalin          | Public Works Director/Town Engineer | Present | In-Person | 5:00 pm | 5:43 pm  |
| Jim Mann               | Director of Emergency Management    | Present | Remote    | 5:00 pm | 6:05 pm  |
| Eric Treaster          | Resident                            | Present | In-Person | 5:00 pm | 5:05 pm  |
| Minna DeGaetano        | Resident                            | Present | In-Person | 5:00 pm | 6:05 pm  |
| Roxanne Maher          | Administrative Assistant            | Present | Remote    | 5:00 pm | 6:05 pm  |

- III. **RESIDENTS AND PROPERTY OWNERS COMMENTS**

Mr. Eric Treaster, 10 Huntington Way, Ledyard, welcomed the new Town Council Members to the Finance Committee. He stated that he was present this evening to ask for money to support legal costs to address Short-Term Rental properties. He stated that he helped to write an Amendment to the Zoning Regulations that prohibit Short-Term Rentals in Ledyard. He stated writing the Zoning Regulation Amendment was a long arduous process, noting a lot of residents testified who had been impacted by the nuisance factors of Short-Term Rental Properties. He went on to note that he was the Hearing Officer for Zoning Citations; and that he recently learned that although the Town had a prohibition on Short Term Rental Properties that the Zoning Regulations were not being enforced, because of the lack of funding that was budgeted in the Legal Fee Accounts. Therefore, he stated he was present this evening to request the transfer of funds from other Accounts to the Legal Fees Account to provide adequate funding to

enforce the Town's Zoning Regulations in a fair and uniform manner; which included the prohibition on Short-Term Rental Properties. He stated that he was aware of two active Short-Term Rental Properties in town. He stated except for funding for legal fees that the Town had the tools and procedures in-place to enforce the prohibition of Short-Term Rental Properties. He stated due to the lack of funding that the Town was not enforcing the Zoning Regulations prohibiting Short-Term Rental Properties.

IV. PRESENTATIONS/INFORMATIONAL ITEMS – None.

V. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

MOTION to approve the Regular Minutes of November 1, 2023  
Moved by Councilor Buhle, seconded by Councilor Ryan

VOTE: 3 – 0 Approved and so declared

VI. FINANCE DIRECTOR'S REPORT

Finance Director Matthew Bonin welcomed and introduced himself to the new Town Council Members of the Finance Committee. He stated he has been in Municipal Finance for thirty-five years, noting that thirty-three years of that time was working as a Municipal Auditor, noting that he previously conducted the Annual Audit for the Town of Ledyard. He stated when the former Finance Director Marcia Hancock retired he took the Finance Director's position, noting that he has been in this role for nearly two years.

Mr. Bonin reported on the status of the Annual Report for the Fiscal Year Ending June 30, 2023. He stated that Auditor CliftonLarsonAllen, LLP provided a Draft Report last week that he was currently reviewing.

VII. FINANCIAL REPORTS

Finance Director Matthew Bonin stated he sent the following Financial Reports out earlier this week and that they were also attached to the Agenda on the meeting portal:

- Revenue Year-to Date Report- October 31, 2023

Mr. Bonin stated because the Finance Department currently had a vacancy that the November Revenues have not been posted yet.

Mr. Bonin noted the following:

- Property Tax Collection was at 57% of what was budgeted.
- Nursing Revenue was projected to fall short of the \$100,000 budgeted.
- Interest on Deposits received \$344,000; which was already \$44,000 over the \$300,000 that was budgeted.

- Expenditure Year-to Date Report- November 30, 2023

Finance Director Matthew Bonin noted the expenditures were fairly normal.

- Board of Education - Mr. Bonin noted that the Board of Education has had some staff turnover, noting that they had a new Director of Finance and Human Capital, noting that some expenses have been posted to incorrect accounts and that he was working with the Board of Education Staff to correct the postings.
- Utilities – Expenses were trending in a good direction. Mr. Bonin stated the town was currently paying less for propane than last year.
- Nursing Expenses – Mr. Bonin stated the Nursing Expenses were over budget. He explained with the closure of the Ledyard Visiting Nursing Association that there were some expenses such as contracts that needed to be paid off, stating that some contracts extended into 2025, but that they were able to get a discount on those contracts. He stated Nursing Administrator Karen Goetchuis and Office Assistant Jean Dutton were still working in the Office.

**RESULT: DISCUSSED**

## VIII. OLD BUSINESS

1. Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Finance Director Matthew Bonin noted that he provided an updated ARPA Projects Spreadsheet which was attached to the Agenda packet on the meeting portal. He stated the ARPA Funding had to be obligated to a project by December 31, 2024 and that the funding had to be fully Expended by December, 31, 2026. He stated any ARPA Funding that was not used by December 31, 2026 would have to be returned to the Federal Treasury.

Mr. Bonin went on to explain that the Federal Treasury definition of “*Obligated Funds*” meant “*An order has been placed for property and services, or contracts, or some awards were made*”. He stated just saying that the funds were going to be used for a particular project, was not considered “*Obligated*” and did not meet the Treasury’s definition. He stated once the funding was “*Obligated*” they had about two years to fully expended the funds.

Councilor Ryan stated even if the Town had contracts in place by the end of 2024 that they needed to make sure that they were invoiced and paid by 2026.

Councilor Buhle noted that the ARPA Spreadsheet showed that the town had \$225,962.49 that has not been specifically obligated to a project. Councilor Ryan cautioned that they do not confuse “*obligated*” with “*committed*” explaining that the town had ARPA Funds

committed to certain uses, however, they had not yet been obligated because the town has not signed any contracts yet. Therefore, he noted all the Projects on the ARPA Spreadsheet listed as “*Not Started*” did not have contracts, stating that those funds could be used for other things that the Finance Committee may want to suggest. Mr. Bonin explained that there were also some ARPA Projects that were completed under budget, and therefore, those funds needed to be repurposed for something else.

Councilor Ryan stated that Mayor Allyn, III, has been providing the Finance Committee an update on the status of each of the ARPA Projects.

**RESULT: DISCUSSED**

**Next Meeting: 01/03/2024 5:00 p.m.**

2. Potential uses of the revenue received from Public Act No.21-58 “*An Act Concerning Solid Waste Management*” in accordance with “*Resolution Regarding Revenues Received from Beverage Container Surcharges*” adopted on June 8, 2022.

Councilor Ryan stated the Finance Committee has been discussing ideas for the use of the Surcharge Revenues, which included establishing a “*Adopt a Highway/Road*” Program that would allow Non-Profit Organizations to adopt a road to clean-up and they would be paid for the nip bottles collected from the Surcharge Revenues. He explained that the State disburses the Surcharge Revenues to the Town twice a year (six months) and that there was no deadline that the funds had to be used by. However, he stated that the funds could only be used for the following purposes:

- (1) Environmental measures intended to reduce the generation of solid waste;
- (2) Reduce the impact of litter caused by such solid waste, including, but not limited to, the hiring of a recycling coordinator
- (3) The installation of storm drain filters designed to block solid waste and beverage container debris or
- (4) The purchase of a mechanical street sweeper, vacuum or broom that removes litter, including, but not limited to, such beverage containers and other debris from streets, sidewalks and abutting lawn and turf

Public Works Director/Town Engineer Steve Masalin stated the Town sold its Streetsweeper and used some of the Surcharge Revenues to lease a Streetsweeper this year to clean the roads.

Councilor Buhle addressed the “*Adopt a Highway/Road Program*” and she questioned:

- Whether the Town was ready to move forward with the “*Adopt a Highway/Road Program*”.
- Whether an amount to pay the Non-Profit Organizations been established.

- Whether the Program was based on road milage or the amount of trash that was collected.

Councilor Ryan stated that Councilor Buhle’s questions were the types of details that would need to be addressed in drafting a proposal to establish and to adopt the “*Adopt a Highway/Road Program*”.

Councilor Saccone noted as a Fire Chief that he had concerns regarding the safety of people walking on busy roads to clean up nip bottles and litter, noting that he thought it was dangerous. He stated although it was a great idea that they needed to address how they would protect the volunteers who were doing the roadside clean-up.

Councilor Buhle stated that she has participated in roadside clean-ups with the Ledyard Rotary. She explained for volunteer organizations to clean-up state roads that they had to obtain approval from the State and comply with their requirements, which included being over the age of sixteen, they had to sign a waiver, and wear safety vests, etc. However, she stated taking all of the State’s required safety precautions, that cleaning up Route 12 still felt dangerous.

Councilor Ryan stated the town would have to provide the same level of safety noting that some of the Surcharge Funding could be used to purchase the reflective safety vest, traffic cones, maybe having a police cruiser to alert motorists that roadside clean-up was taking place. He stated that the Finance Committee would have to work through all of these types of details. He stated that other than renting the streetsweeper the Town has not expended Surcharge Funding. He stated that Public Works Director/Town Engineer Steve Masalin would know how much funding was needed to rent the streetsweeper twice a year; and that would help the Finance Committee understand the amount of funding they had to use for other efforts.

Councilor Saccone questioned how the nip bottles were impacting the storm drains. Public Works Director/Town Engineer Steve Masalin stated that although the nip bottles were getting into the catch basins that he would hesitate to say that it was a lot.

Finance Director Matthew Bonin noted that the Surcharge Account had a balance of about \$45,000.

**RESULT: DISCUSSED**

**Next Meeting: 01/03/2024; 5:00 p.m.**

**IX. NEW BUSINESS**

1. MOTION to recommend the Town Council appropriate \$12,707.59 to Account #21020301-57300-G0015 (Fire Marshall - New Equipment- State Grant).

In addition, authorize the expenditure of up to \$12,707.59 for the purchase of various equipment (Computers, SMART Board, etc.) for the Emergency Operations Center.  
 Moved by Councilor Saccone, seconded by Councilor Ryan

Discussion: Councilor Saccone provided some background stating in a letter dated July 3, 2023 the Department of Emergency Management and Homeland Security (DEMHS) approved Ledyard’s request for Grant funding to support the Emergency Operations Center (EOC). He noted that Director of Emergency Management Jim Mann was attending the meeting remotely via Zoom.

Councilor Ryan noted that the DEMHS Grant Program was received annually to support the purchase of equipment upgrades for the EOC.

VOTE: 3 – 0 Approved and so declared

|   |                                       |
|---|---------------------------------------|
| <b>RESULT: RECOMMEND TO APPROVE 3 – 0</b> |                                       |
| <b>MOVER:</b>                             | Tony Saccone, Town Councilor          |
| <b>SECONDER:</b>                          | Tim Ryan, Town Councilor              |
| <b>AYES:</b>                              | Jessica Buhle, Tim Ryan, Tony Saccone |

2. MOTION to recommend the Town Council authorize a bid waiver for Gerber Construction Inc. for Bid No. L071-0001 (Ledyard High School Multi-Use Pathway and Sidewalk Extension) due to lack of three bids, in accordance with Ordinance #200-001 (rev 1) “*An Ordinance for Purchasing*”.

Moved by Councilor Ryan, seconded by Councilor Buhle

Discussion: Public Works Director/Town Engineer Steve Masalin explained that the Town solicited bids for the Local Transportation Capital Improvement Plan Grant Program (LoTCIP) for the Ledyard High School Multi-Use Pathway and Sidewalk Extension Project, which also included the installation of the sewer main piping along most of the length of the pathway.

Mr. Masalin explained in response to Bid #L071-001 (Ledyard High School Multi-Use Pathway and Sidewalk Extension) the town only received two bids as follows: (1) Gerber Construction, Ellington, CT \$3,023,168; and (2) B&W Paving & Landscaping from Oakdale, CT \$3,818,805. He stated in accordance with Ordinance #200-001 (rev 1) “*An Ordinance for Purchasing*” a Bid Waiver was being requested because the town did not receive the required three bids for the project.

Councilor Ryan questioned whether their Consulting Engineers had any insight regarding the disparity between the two bids received. Mr. Masalin stated it would have been nice to have received more than two bids. However, he stated that he was not alarmed by the disparity between the two bids that were received, noting that they typically have an outlier, and that the higher bid could have been the outlier if they had others to compare to.

Mr. Masalin went on to note that Weston & Sampson, Consulting Engineers, reviewed the two Bids received and in a letter issued on November 3, 2023 recommended the town proceed with the low bidder Gerber Construction, explaining their Bid Proposal was within the expected range, and that it did not go outside the boundaries of what the State allowed. He also explained that Southeastern Connecticut Council of Governments (SCCOG) was the regional manager of these LoTCIP Grant Projects, and that Gerber Construction Proposal met their criteria.

Mr. Masalin also noted that as part of the LoTCIP Grant Program the Town had to send to the State the Bid Data that showed that the Bid met the target value. He explained with the receipt of the Bid Data the State issued a Project Authorization Letter, which



the Mayor signed off on earlier this week. He stated the next step was for the State to issue to the Town an “*Authorization to Award*”. He stated the only reason they were coming to the Town Council was to request a Bid Waiver because the Town did not receive the required three bids.

Mr. Masalin stated the Ledyard High School Multi-Use Pathway and Sidewalk Extension Project has been talked about for a couple of years, explaining the lengthy Grant Application/Approval process for projects seeking State Funding which began in July, 2019. He provided a brief description of the project noting it would begin between the Bill Library and the Congregational Church and would run parallel to Ray Holdridge Circle to Colonel Highway, noting that the cul-de-sac (circle) would be eliminated and there would be a “T” type of traffic flow. He stated there would be a pedestrian sidewalk that would go across the Ray Holdridge Intersection and Colonel Ledyard Highway to Route 117; where the State has already replaced the traffic lights, installed a cross walk and *Walk-Do Not Walk* Signal Station. He stated the sidewalk on Route 117 would be extended from Valentino’s Restaurant to Best Buy providing pedestrian access. He stated the impervious areas would be reduced and they would cut down on the stormwater drainage in that area. There would be a ten-foot-wide asphalt Multi-Use Pathway (pedestrians & bicyclists) on the north side of Colonel Ledyard Highway that would go to the intersection at Gallup Hill Road. The Gallup Hill Road intersection would be reconstructed changing the traffic pattern from a “Y” to a “T” to help slow the traffic both coming and going onto that road. The pathway would go across the Gallup Hill Road new intersection on the High School side and run up that side to the egress point coming out of the High School (close to the building). Mr. Masalin stated there would be Trailheads at the High School, between the Bill Library and the Congregational Church, with bicycle stations and other things to support bicycling; as well as some other crosswalk stations on Colonel Ledyard Highway (Board of Education Building, Wolf Ridge Gap).

Mr. Masalin stated weather permitting that they would begin to see some preparation work this winter with the clearing and removal of brush in some areas and possibly some grading work.

Councilor Ryan stated the Multi-Use Pathway and Sidewalk Extension Project was a great initiative, noting that it would provide a safe accessible path for residents to use and for recreational purposes. He questioned how a project of this size would impact the Public Works maintenance work, and whether the town would be clearing snow from Multi-Use Pathway. Mr. Masalin noted that Ordinance #600-005 “*An Ordinance Concerning Municipal Liability for Ice and Snow on Public Sidewalks*” which as a general rule puts the onus to clear the sidewalk on the adjoining property owner. However, he stated the one present exception was the sidewalks on Gallup Hill Road and Town Farm Road for the kids that walk to school. He stated the Town worked with the Board of Education Staff to clear/maintain those sidewalks. He continued by addressing the ten-foot-wide asphalt Multi-Use Pathway on the north side of Colonel Ledyard Highway that would go to the intersection at Gallup Hill Road, explaining that it has been made clear from the time they began discussing *the Multi-Use Pathway and Sidewalk Extension Project* that the Town would assume the liability and maintenance,

including snow removal, of that area. He stated the Town has improved their equipment that would help them to be efficient in the snow removal for this area of the pathway. He stated at this time he did not anticipate that additional staff would be required. However, he stated that going forward the towns infrastructure could grows at an accumulative rate where they may need more manpower.

Councilor Buhle noted the sewer line extension line that would be installed under the *Multi-Use Pathway* and she questioned whether that would create additional maintenance costs. Mr. Masalin stated theoretically any infrastructure would create additional maintenance costs. However, he stated the sewer line would be brand new and would be constructed to current standards, therefore, it would not be an issue for many years.

Finance Director Matthew Bonin noted that the sewer line that would run under the Mult-Use Pathway was being paid by the American Rescue Plan Act (ARPA) Funding and that the bids came in well under the dollar amount that was earmarked for that Phase of the Sewer Line Extension Project; which would free up some ARPA Funding to be used toward other initiatives.

VOTE: 3 – 0 Approved and so declared

|  |
|--|
| <b>RESULT: RECOMMEND TO APPROVE 3 – 0</b>          |
| <b>MOVER:</b> Tim Ryan, Town Councilor             |
| <b>SECONDER:</b> Jessica Buhle, Town Councilor     |
| <b>AYES:</b> Jessica Buhle, Tim Ryan, Tony Saccone |

3. MOTION to recommend the Town Council extend the Standing Bid waiver for Police Vehicles to include the purchase of general pool vehicles for the Town’s fleet for various Departmental needs.

Moved by Councilor Saccone, seconded by Councilor Ryan

Discussion: Public Works Director/Town Engineer Steve Masalin explained in years past the Town was previously able to purchase used State vehicles directly from their assets that had been retired to surplus. He stated being able to purchase the State’s retired surplus vehicles provided the town with consistent value and favorable pricing, without exceeding the town’s \$5,000 bid limit. He noted as an example that the Jeep he has been using was purchased from the State Surplus Vehicles for \$1,275; noying at that time the Jeep had 22,000 miles on it and that it currently had 93,000 miles on it. However, he stated the State has changed their approach to a third-party auction process with no opportunity for towns to independently purchase vehicles and equipment, noting that this was a similar trend to what the town has done with selling their surplus equipment on GovDeals.com.

Mr. Masalin stated with the State changing to a third-party auction site to sell their surplus vehicles that the town’s cost to purchase used vehicles has dramatically increased beyond the \$5,000 bid threshold, which has complicated the process. He went on to explain that purchasing used vehicles was not suitably managed through the standard bidding process, and therefore, he stated that more flexibility was needed to make spontaneous decisions when opportunities arise.

Mr. Masalin stated in taking advantage of the State’s surplus vehicles sales that the Town had been able to maintain their fleet of pooled vehicles that were used by town employees to conduct town business, at a low-cost. However, he stated when the State ended their program to sell their used surplus vehicles to municipalities that the town has been working to stretch the life of the pool vehicle fleet by frequently reassigning vehicles among the departments to meet their needs as best as possible.

Mr. Masalin went on to explain that the town has now arrived at the point where only three of the six (minimum) needed pool vehicles were safe for the road, noting that the vehicles were at the end of their useful life with high mileage and mechanical or frame failures, which were safety issues. He stated to bring the fleet up to the town’s needed inventory, they would need to purchase vehicles that was going to exceed the town’s \$5,000 bid limit.

Mr. Masalin stated each year the Town Council approved a Standing Bid Waiver List noting that the List included the Police Department to purchase vehicles to meet their fleet needs. Therefore, he stated for this year that he was requesting authorization to piggy-back on the standing bid waiver assigned to the Police Department to purchase vehicles to replace the vehicles in the town’s pooled fleet. He stated that he planned to submit a request to include the purchase of the town’s pooled vehicles next year’s Standing Bid Waiver List.

Councilor Ryan noted the Fiscal Year 202-2024 Standing Bid Waiver List included Police Cruisers. Therefore, he noted for clarification that tonight’s request would add “*Public Works*” to the column that cited the “*Police Cruisers*”. Mr. Masalin stated that Councilor Ryan’s understanding was correct, and he noted for next year (FY 24/25) that he would request that Town Vehicles Fleet be included as its own item on the Standing Bid Waiver List.

VOTE: 3 – 0 Approved and so declared

|   |                                       |
|---|---------------------------------------|
| <b>RESULT: RECOMMEND TO APPROVE 3 – 0</b> |                                       |
| <b>MOVER:</b>                             | Tony Saccone, Town Councilor          |
| <b>SECONDER:</b>                          | Tim Ryan, Town Councilor              |
| <b>AYES:</b>                              | Jessica Buhle, Tim Ryan, Tony Saccone |

4. MOTION to recommend the Town Council approve appropriations from the receipt of sales of vehicles and equipment through GovDeals in the total amount of \$4,650 as follows:

- \$4,650 to the Public Works Heavy Equipment CNR Account #21040101-57311.

Moved by Councilor Ryan, seconded by Councilor Buhle

Discussion: Public Works Director/Town Engineer Steve Masalin stated as he mentioned during the previous Agenda item (Item # 3) the town has been selling its

surplus equipment on GovDeals.com. He stated recently the town sold the 30-year Drive-on Truck Lift which was at the Public Works Highway Garage using the GovDeals.com on-line auction site and received \$4,650, noting that Public Works has moved to a more efficient type of car lift at the Town Garage. He stated the Town Council has previously appropriated the revenues from the sale of surplus equipment to the respective capital reserve fund to supplement/offset budgetary appropriations to meet lifecycle replacement costs and other needs.

Councilor Ryan stated that he would echo Mayor Allyn's comment that he included in the background on the Legislative File, which was that the town has received a tremendous value for a piece of equipment that was 30-years old. He stated using the GovDeals.com on-line auction site has enabled the town to boost the revenue received from the sale of its old surplus equipment.

VOTE: 3 – 0 Approved and so declared

|  |
|--|
| <b>RESULT: RECOMMEND TO APPROVE 3 – 0</b>          |
| <b>MOVER:</b> Tim Ryan, Town Councilor             |
| <b>SECONDER:</b> Jessica Buhle, Town Councilor     |
| <b>AYES:</b> Jessica Buhle, Tim Ryan, Tony Saccone |

The Finance Committee thanked Mr. Masalin for attending tonight's meeting.  
Mr. Masalin left the meeting at 5:43 p.m.

- MOTION to recommend the Town Council approve a Letter of Directive to the Mayor and Board of Education for the preparation of the Fiscal Year 2024/2025 Budget, as contained in the draft dated November 8, 2023.  
Moved by Councilor Buhle, seconded by Councilor Ryan  
Discussion: Councilor Saccone noted that Chairman Rodriguez has prepared the draft budget "*Letter of Directive*" for review and consideration this evening.

Councilor Ryan explained that to begin the Annual Budget Process the Town Council issued a "*Budget Letter of Directive*" to the Mayor and Board of Education, which outlined the preparation process, as provided in the Town Charter.

VOTE: 3 – 0 Approved and so declared

|  |
|--|
| <b>RESULT: RECOMMEND TO APPROVE 3 – 0</b>          |
| <b>MOVER:</b> Jessica Buhle, Town Councilor        |
| <b>SECONDER:</b> Tim Ryan, Town Councilor          |
| <b>AYES:</b> Jessica Buhle, Tim Ryan, Tony Saccone |

- MOTION to recommend the Town Council approve the Town Council Department Fiscal Year 2024/2025 Budget in the amount of \$191,356.  
Moved by Councilor Ryan, seconded by Councilor Buhle  
Discussion: Councilor Saccone noted that the Town Council Department's proposed Fiscal Year 2024/2025 Budget was attached to the Agenda packet on the meeting portal and he asked whether anyone had questions.

Administrative Assistant Roxanne Maher explained as part of the Fiscal Year Budget Preparation process the Town Council was required to approve a Town Council Department Budget to be included in the Mayor's proposed budget. She stated the Town Council's Department proposed Budget would come back to the Finance Committee for another review as part of their Annual budget deliberation preparation process.

Administrative Assistant Roxanne Maher went on to explain that the Town Council Department Budget proposed Fiscal Year 2024/2025 was in the amount of \$191,356; which was an increase of \$1,815 over the current year's budget due to an increase in Auditor's Fee. She stated the Town Council Department's proposed budget included salaries for employees, funds for the Annual Audit Report, legal fees pertaining to on-going matters regarding the Taxation of Non-Tribal Property at the Mashantucket Foxwoods Casino and other related issues, as well as other operating expenses. There were no major changes to the expenses.

Councilor Ryan commented on the Legal Fees noting in the Town Council's Department budget were for issues pertaining to taxation and other related issues. He stated each year the Town Council included a nominal amount to pay for legal fees. He explained as they approach the budget limit that they have authorized an over expenditure to cover the legal fees for the remainder of the fiscal year.

Finance Director Matthew Bonin stated that the Mayor's Office Budget included two other Legal Fee accounts for General Legal Support and Specially Approved Legal Counsel. He stated the Specially Approved Legal Counsel was almost fully expended for this fiscal year (2023/2024).

VOTE: 3 – 0 Approved and so declared

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| <b>RESULT: RECOMMEND TO APPROVE 3 – 0</b>          |
| <b>MOVER:</b> Tim Ryan, Town Councilor             |
| <b>SECONDER:</b> Jessica Buhle, Town Councilor     |
| <b>AYES:</b> Jessica Buhle, Tim Ryan, Tony Saccone |

7. MOTION to recommend the Town Council approve the Town Council Department Fiscal Year 2024/2025 Capital Improvement Budget in the total amount of \$1,500.  
Moved by Councilor Buhle, seconded by Councilor Ryan  
Discussion: Councilor Saccone noted the Town Council Department Capital Improvement Plan in the amount of \$1,500 was for the purchase of laptop computers for members of the Town Council.

Administrative Assistant Roxanne Maher explained as part of the Fiscal Year Budget Preparation process the Town Council was required to approve a five-year Capital Plan for their Department. She stated with the transition to the cloud-based meeting portal in 2011 providing for paperless meetings, the Town Council began planning for their technological needs by allocating funding into a Capital Account to purchase and replace laptop computers for Councilors to conduct town business and access the meeting portal. She stated in past years some Councilors have chosen to use their own device. She noted with the November 7, 2023 Election that three new laptop computers were being purchased/provided, bringing their Capital Account Balance to \$3,058.

VOTE: 3 – 0 Approved and so declared

**RESULT: RECOMMEND TO APPROVE 3 – 0**  
**MOVER:** Jessica Buhle, Town Councilor  
**SECONDER:** Tim Ryan, Town Councilor  
**AYES:** Jessica Buhle, Tim Ryan, Tony Saccone

8. Preliminary Budget Work Session Schedule for Fiscal Year 2024/2025.

The Finance Committee reviewed Preliminary Budget Work Session Schedule for Fiscal Year 2024/2025; noting that in accordance with the Town Charter the Mayor’s Budget was due to the Town Council on Monday, March 4, 2023; and that the Finance Committee’s Budget Work Sessions with the Town’s Department Heads were scheduled as follows:

- March 7, 2023 – 12:00 p.m. – 3:00 p.m.
- March 11, 2023 - 2:00 p.m. – 5:00 p.m.
- March 14, 2023 - 12:00 p.m. – 3:00 p.m.

Councilor Ryan noted that the Budget Work Sessions with the Department Heads were all scheduled to begin at 12:00 noon. He addressed the need to leave his employment early to attend the three Budget Work Sessions; and therefore, he asked if they could change the time of the March 11, 2023 Work Session to begin at 2:00 p.m. The Committee agreed to adjust the Budget Work Session Schedule as noted above.

Councilor Ryan stated the Budget Work Sessions were intense and he noted that it was amazing how much the Finance Committee learned from meeting with each of the Department Heads.

Administrative Assistant Roxanne Maher noted that the Budget Work Sessions would be conducted in Hybrid Format allowing residents who cannot attend in-person to participate remotely. She also noted that the video of the Budget Work Sessions would be available on the Meeting Portal.

**RESULT: COMPLETED**

9. Any other New Business proper to come before the Committee.- None.

VIII. ADJOURNMENT

Councilor Saccone moved the meeting be adjourned, seconded by Councilor Buhle.  
VOTE: 3 - 0 Approved and so declared, the meeting was adjourned at 5:50 p.m.

Respectfully submitted,

Anthony Saccone  
Committee Chairman  
Finance Committee



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1768

**Agenda Date:** 1/3/2024

**Agenda #:**

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## REPORT

**Fiscal Year 2023/2024 Report:**  
Finance Director's Report

**Meeting Action Detail:**



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**File #:** 22-064

**Agenda Date:** 1/3/2024

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Background:**

The Town has been slated to receive approximately \$4,327,000 from the American Rescue Plan Act.

- Local governments would receive funding in two tranches (2<sup>nd</sup> tranche May/June 2022)
- Funds must be “*obligated*” by the end of calendar year 2024, “*liquidated*” by end of calendar year 2026.

Although the federal guidelines did not require approval by the taxpayers for the use of the American Rescue Plan Act (ARPA) Funding that the Finance Committee decided to include projects that were not time-sensitive in the Capital Improvement Plan (CIP) that would be presented and voted on by the taxpayers as part of the May 17, 2022 Budget Referendum

To ensure that each project and all suggestions were given their due diligence that over the past year the Finance Committee developed a rubric to evaluate/rate each project, held an Information Forum on February 15, 2022 to receive and comments and suggestions on the proposed ARPA Projects, and received input from town departments and residents through conversations, and other sources such as social media

- ❖ Final rule defines five (5) broad eligible categories:
  - Responding to the public health emergency and the negative economic impacts of COVID-19
    - Replacement of lost revenue
    - Provide premium pay
    - Water and sewer infrastructure
    - Broadband infrastructure
  - ❖ Responding to the public health emergency and the negative economic impacts of COVID-19 (subcategories)
    - public health
    - assistance to households
    - assistance to small businesses
    - assistance to nonprofits



- aid to impacted industries
- public sector capacity
  
- ❖ Why not just “give the money back”?
- Funds cannot be used to reduce taxes
- Each resident would receive \$288
- Current plan supports all of the above categories, invests in the community, and generates a return on the investment.

During the ARPA Projects evaluation process the Town Council approved to allocate ARPA Funding for some projects or expenses that were safety issues or time sensitive issues that could not wait until the May Budget Referendum. He presented the List of ARPA Projects the Town Council approved funding for as follows:

| Project                                    | Location                    | Estimated Cost | Funds Committed | Date Approved |
|--|-----------------------------|----------------|-----------------|---------------|
| Sewer line extension Phase I               | Ledyard Center to LHS       | 1,200,000      | Yes             | 4/27/2022     |
| Skid mounted sewer pumps                   | Ledyard WPCA                | 175,000        | Yes             | 4/27/2022     |
| Add funds to Housing Rehab Grant           | Town wide                   | 100,000        | Yes             | 12/8/2021     |
| Town Hall A/C Replacement                  | 741 Colonel Ledyard Hwy     | 80,000         | Yes             | 4/13/2022     |
| Town Green Improvements                    | Ledyard Center              | 75,000         | Yes             | 2/9/2022      |
| Concrete floor                             | Pole Barn, lower Town Green | 55,000         | Yes             | 12/8/2021     |
| LLHD                                       | Town wide                   | 43,270         | Yes             | 1/26/2022     |
| Thames Valley Council for Community Action | Town wide                   | 15,000         | Yes             | 12/8/2021     |
| Replace brackets on lamp poles             | Ledyard Center              | 2,520          | Yes             | 4/27/2022     |
| Balance of funds for OwlPro meeting camera | Town wide                   | 831            | Yes             | 12/8/2021     |

The following initiatives were presented and included as part of the Annual Fiscal Year 2022/2023 Budget process for the use of the ARPA Funding:

| Project                                      | Location          | Estimated Cost |
|--|-------------------|----------------|
| Court of Probate                             | Town wide         | TBD            |
| Sewer line extension Phase III               | Ledyard Center    | 950,000        |
| Ledyard Center sewer line extension Phase II | Ledyard Center    | 612,500        |
| Sandy Hollow Guardrails                      | Sandy Hollow Road | 225,000        |
| Funding for youth mental health clinicians   | Town wide         | 190,000        |
| Ledyard Up/Down Sawmill                      | Ledyard           | 125,000        |

|   |                          |        |
|---|--------------------------|--------|
| Replace 2 dispatch stations in Emergency Ops Center | Town wide                | 75,000 |
| Playscape replacement                               | 13 Winthrop, Gales Ferry | 65,000 |
| Erickson Park enhancements                          | Gales Ferry              | 55,000 |
| Athletic Field Fence                                | Education                | 55,000 |
| Police radio replacement                            | Town wide                | 46,125 |
| Nathan Lester House repairs                         | Ledyard                  | 40,000 |
| LED Sign Panel, Gales Ferry                         | Gales Ferry              | 35,000 |
| Sidewalk infill                                     | Ledyard Center           | 35,000 |
| Sidewalks   | Gales Ferry              | 35,000 |

| Project   | Location                            | Estimated Cost |
|---|-------------------------------------|----------------|
| LED Sign Panel, Ledyard Center                        | Ledyard Center                      | 35,000         |
| Lead Abatement project                                | Nathan Lester House                 | 30,000         |
| SCCOG recovery planner                                | Town wide                           | 28,399         |
| SE Cultural Coalition                                 | Town wide                           | 28,399         |
| Replace food pantry roof                              | Ledyard Town Green                  | 25,000         |
| Southeastern Council on Alcoholism and Drug Addiction | Town wide                           | 25,000         |
| Replace 6 doors in Town Hall                          | 741 Colonel Ledyard Hwy             | 23,000         |
| Electric Vehicle charging stations                    | Gales Ferry                         | 20,000         |
| Re-vinyl side food pantry                             | Ledyard Town Green                  | 17,500         |
| Gales Ferry Corridor Study                            | Gales Ferry                         | 15,000         |
| Solar charging station                                | Town Green, Bill Library GF Lib     | 12,000         |
| Add ClearGov modules                                  | Town wide                           | 10,500         |
| Homeless Hospitality Center of New London             | Town wide                           | 10,000         |
| Parks and Rec Summer Scholarships                     | Town wide                           | 10,000         |
| Replace Firehouse software                            | Ledyard / Gales Ferry Fire Stations | 8,000          |
| Solar powered crosswalk signs                         | Ledyard Center                      | 7,500          |
| Town promotional video                                | Town wide                           | 6,000          |
| Install wi-fi in pantry                               | Pantry, Town Green                  | 2,500          |

Since the townspeople's May 17, 2022 approval of the \$63,484,221 Fiscal Year 2022/2023 Budget Accounts have been setup for all of the approved ARPA Projects and staff has been assigned to manage and oversee each of the Projects. Due to inflation rates the costs of the projects have increased significantly since the town began the process last October-November, 2021. Therefore, the town has been working to monitor costs to determine which projects to proceed with and whether they should hold off on other projects.

**Meeting Detail Action:**

**Finance Committee Meeting 06/07/2023:**

File #: [22064](#) Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Action: Reviewed/Discussed

Minute Note:

No Action

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**Finance Committee Meeting 05/17/2023:**

File #: [22064](#) Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Action: Reviewed/Discussed

Minute Note:

Public Works/Town Engineer Steve Masalin provided an update on the following projects:

- HVAC Systems have been completed and were operational at the Senior Citizens Center and the Emergency Services Building.
- HVAC System at the Town Hall - They were waiting for some administrative work from the State to complete the HVAC System for the Vault because of its purpose to store sensitive and historical documents. Also, some warrantee work needed to be completed as well.
- Streetlight Banner Brackets have been installed in Ledyard Center and the new Banners were now in place. Because the wreaths that they were previously using for the Holiday Season do not fit the size of the brackets that the Beautification Committee was considering winter/seasonal banners instead of the wreaths. Councilor Ingalls, Liaison to the Beautification Committee stated the wreaths were a creative solution for

the first year, noting that they were inexpensive and were not meant to be used as a long-term holiday decoration.

- Automated Doors at the Senior Citizens Center - The doors have been installed and were operational.
- Sidewalk Infill - No activity has been engaged for the sidewalk work in Ledyard Center or Gales Ferry. Mr. Masalin stated although \$35,000 was earmarked for this work, that he did not know if any meaningful work could be done with the \$35,000.
- Town Hall Door Replacement - Considering augmenting the funding to install automated doors in the front of the Town Hall building. Buildings and Grounds Forman Shawn Ruszczyk met with the contractor this week to scope out the project.

Councilor Ryan thanked Mr. Masalin for the update regarding the ARPA Funded Projects noting that based on his report this evening that three more projects have been completed; and he stated this was Good News!

Action: Reviewed/Discussed

**Finance Committee Meeting 05/02/2023:**

File #: [22064](#) Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Action: Reviewed/Discussed

Minute Note:

The Finance Committee reviewed the updated ARPA Projects Status Spreadsheet as follows:

| Total ARPA Allocation: |            |                  |      |                         |                           |                           |                           |                      |        |       |
|------------------------|------------|------------------|------|-------------------------|---------------------------|---------------------------|---------------------------|----------------------|--------|-------|
| Request                | Department | Approval Process | Date | ARPA Funds Appropriated | ARPA Funds Expended FY'22 | ARPA Funds Expended FY'23 | Total ARPA Funds Expended | ARPA Funds Remaining | Status | Notes |
|                        |            |                  |      |                         |                           |                           |                           |                      |        |       |

|                                      |                  |                |         |              |           |            |            |              |             |   |
|--------------------------------------|------------------|----------------|---------|--------------|-----------|------------|------------|--------------|-------------|---|
| Sewer L Extensio                     | WPCA             | Town C Action  | 04/27/2 | 1,200,000.00 | -         | 85,200.00  | 85,200.00  | 1,114,800.00 | In Progress | need to verify - all Sewer Feasibility expenses |
| Sewer L Extensio III                 | WPCA             | Budget Referen | 05/17/2 | 950,000.00   | -         | -          | -          | 950,000.00   | Not Started |   |
| Emerge Services HVAC sy replacer     | Public V         | Town C Action  | 02/08/2 | 200,000.00   | -         | 190,000.00 | 190,000.00 | 10,000.00    | In Progress |   |
| Funding youth m health c             | Youth S          | Budget Referen | 05/17/2 | 190,000.00   | -         | 5,816.75   | 5,816.75   | 184,183.25   | In Progress |   |
| Skid Mo Sewer P                      | WPCA             | Town C Action  | 04/27/2 | 175,000.00   | 2,234.60  | 113,943.80 | 116,178.40 | 58,821.60    | In Progress |   |
| Park & Senior C HVAC sy replacer     | Public V         | Town C Action  | 02/08/2 | 155,000.00   | -         | 148,443.58 | 148,443.58 | 6,556.42     | In Progress |   |
| Ledyard Up/Dow Sawmill               | Historic         | Budget Referen | 05/17/2 | 125,000.00   | -         | 3,000.00   | 3,000.00   | 122,000.00   | In Progress |   |
| Road Re Fund                         | Public V         | Budget Referen | 05/17/2 | 114,885.00   | -         | 114,885.00 | 114,885.00 | -            | Completed   |   |
| Housing Grant - funding              | Land Us Planning | Town C Action  | 12/08/2 | 100,000.00   | -         | 23,618.90  | 23,618.90  | 76,381.10    | In Progress |   |
| Concret Pole Bar                     | Public V         | Town C Action  | 12/08/2 | 100,000.00   | -         | 100,000.00 | 100,000.00 | -            | Completed   |   |
| Town H system replacer               | Public V         | Town C Action  | 04/13/2 | 80,000.00    | -         | 67,728.06  | 67,728.06  | 12,271.94    | In Progress |   |
| Town G Upgrade                       | Public V         | Town C Action  | 02/09/2 | 75,000.00    | 49,154.50 | 25,845.50  | 75,000.00  | -            | Completed   |   |
| Replace Stations EOC                 | Emerge Manage    | Budget Referen | 05/17/2 | 75,000.00    | 3,854.38  | 56,632.60  | 60,486.98  | 14,513.02    | Completed   |   |
| Playscap Replace 13 Wint Gales Fe    | Park & F         | Budget Referen | 05/17/2 | 60,000.00    | -         | 27,296.00  | 27,296.00  | 32,704.00    | In Progress |   |
| Ericksor Enhance                     | Park & F         | Budget Referen | 05/17/2 | 55,000.00    | -         | -          | -          | 55,000.00    | Not Started |   |
| Police R Interope                    | Police           | Budget Referen | 05/17/2 | 46,125.00    | -         | -          | -          | 46,125.00    | In Progress | funds encumbered                                |
| Ledge Li Health D support initiative | Finance          | Town C Action  | 01/26/2 | 43,270.00    | -         | 43,270.00  | 43,270.00  | -            | Completed   |   |
| Nathan House r                       | Historic         | Budget Referen | 05/17/2 | 40,000.00    | -         | 7,449.00   | 7,449.00   | 32,551.00    | In Progress |   |
| LED Sigr Gales Fe                    | Mayors           | Budget Referen | 05/17/2 | 35,000.00    | -         | -          | 17,500.00  | 17,500.00    | In Progress |   |
| LED Sigr Ledyard                     | Mayors           | Budget Referen | 05/17/2 | 35,000.00    | -         | -          | 17,500.00  | 17,500.00    | In Progress |   |
| Sidewall Ledyard                     | Public V         | Budget Referen | 05/17/2 | 35,000.00    | -         | -          | -          | 35,000.00    | Not Started |   |
| Add Sid Gales Fe                     | ON HOL           | Budget Referen | 05/17/2 | 35,000.00    | -         | -          | -          | 35,000.00    | Not Started |   |

|                     |                   |                   |         |           |   |          |          |           |           |  |
|---------------------|-------------------|-------------------|---------|-----------|---|----------|----------|-----------|-----------|--|
| Replace<br>Pantry F | Mayors<br>Referen | Budget<br>Referen | 05/17/2 | 25,000.00 | - | 8,700.00 | 8,700.00 | 16,300.00 | Completed |  |
|---------------------|-------------------|-------------------|---------|-----------|---|----------|----------|-----------|-----------|--|

| Request Title   | Department           | Process             | Date     | Appropriated        | ARPA Funds<br>FY'22 | ARPA Funds<br>FY'23 | Total ARPA<br>Funds<br>Expended | ARPA Funds<br>Remaining | Status      | Notes                              |
|---|----------------------|---------------------|----------|---------------------|---------------------|---------------------|---------------------------------|-------------------------|-------------|------------------------------------|
| Exterior Doors (TH and Annex) w/ Electronic Locking Systems | Public Works         | Budget Referendum   | 05/17/22 | 23,000.00           | -                   | -                   | -                               | 23,000.00               | Not Started |                                    |
| Electric Vehicle charging stations                          | Mayors Office        | Budget Referendum   | 05/17/22 | 20,000.00           | -                   | -                   | -                               | 20,000.00               | Not Started |                                    |
| Vinyl Re-siding of Food Pantry                              | Mayors office        | Budget Referendum   | 05/17/22 | 17,500.00           | -                   | -                   | -                               | 17,500.00               | Not Started |                                    |
| Gales Ferry Corridor Study                                  | Land Use / Planning  | Budget Referendum   | 05/17/22 | 15,000.00           | -                   | -                   | -                               | 15,000.00               | Not Started |                                    |
| TVCCA - Commissary project                                  | Finance              | Town Council Action | 12/08/21 | 15,000.00           | -                   | 15,000.00           | 15,000.00                       | -                       | Completed   |                                    |
| Solar Charging Stations                                     | Mayors office        | Budget Referendum   | 05/17/22 | 12,000.00           | -                   | 5,496.00            | 5,496.00                        | 6,504.00                | In Progress | Units purchased - awaiting install |
| Added ClearGov Modules                                      | MIS                  | Budget Referendum   | 05/17/22 | 10,500.00           | -                   | 10,500.00           | 10,500.00                       | -                       | Completed   |                                    |
| Parks and Rec Summer Scholarships                           | Parks and Recreation | Budget Referendum   | 05/17/22 | 10,000.00           | 2,087.50            | -                   | 2,087.50                        | 7,912.50                | In Progress |                                    |
| Homeless Hospitality Center of New London                   | Finance              | Budget Referendum   | 05/17/22 | 10,000.00           | -                   | 10,000.00           | 10,000.00                       | -                       | Completed   |                                    |
| Replace Firehouse software                                  | AES                  | Budget Referendum   | 05/17/22 | 8,000.00            | -                   | 8,000.00            | 8,000.00                        | -                       | Completed   |                                    |
| Automated Doors - Senior Center                             | Public Works         | Budget Referendum   | 05/17/22 | 5,000.00            | -                   | -                   | -                               | 5,000.00                | Not Started | funds encumbered                   |
| Replace brackets on streetlight poles                       | Public Works         | Town Council Action | 04/27/22 | 2,520.00            | 2,476.84            | 43.16               | 2,520.00                        | -                       | Completed   |                                    |
| Install WI-FI in Food Pantry                                | MIS                  | Budget Referendum   | 05/17/22 | 2,500.00            | 2,640.76            | -                   | 2,640.76                        | (140.76)                | Completed   |                                    |
| Balance of funding for Owl Pro                              | MIS                  | Town Council Action | 12/08/21 | 831.00              | 831.00              | -                   | 831.00                          | -                       | Completed   |                                    |
| <b>TOTALS</b>   |                      |                     |          |                     |                     |                     |                                 |                         |             |                                    |
| <b>Total Committed</b>                                      |                      |                     |          | <b>4,101,131.00</b> |                     |                     |                                 |                         |             |                                    |
| <b>Total Expended</b>                                       |                      |                     |          |                     | <b>63,279.58</b>    | <b>1,070,868.35</b> | <b>1,168,147.93</b>             |                         |             |                                    |
| <b>Committed Remaining</b>                                  |                      |                     |          |                     |                     |                     |                                 | <b>2,901,310.81</b>     |             |                                    |
| <b>Uncommitted Balance</b>                                  |                      |                     |          |                     |                     |                     |                                 | <b>225,962.49</b>       |             |                                    |
| <b>Completed to be Reallocated</b>                          |                      |                     |          |                     |                     |                     |                                 | <b>30,672.26</b>        |             |                                    |

The Group discussed the following:

- Progress to date:
  - ✓ 13 Projects Completed
  - ✓ 13 Projects In-Process
  - ✓ 8 Projects Not-Started
  
- Senior Citizens ARPA Funding \$29,000 - Mayor Allyn noted as he reported at the Town Council’s April 26, 2023 meeting the Federal Government designated ARPA Funding specifically for Senior Citizens Centers. He stated Ledyard would be receiving \$29,000, noting that it was based on a per capita allotment. He stated the town had 18 months to designate the use of the funding and that the funds needed to be spent by 2026.

Councilor Saums addressed the \$29,000 in American Rescue Plan Act (ARPA) Funding and he noted that the town had allocated \$160,000 to be used for the replacement of the Heating and Air Condition System (HVAC) (\$155,000) and doors (\$5,000) at the Senior Center. He suggested the town apply the \$29,000 Senior Citizens ARPA Funding toward these Projects at the Senior Citizens Center, noting that it would free up \$29,000 for cost overruns on other town ARPA Projects. Mayor Allyn stated that Councilor Saums’ suggestion was a good approach.

- Linda C. Davis Food Pantry Vinyl Siding \$170,000 - Mayor Allyn explained that the residing the Food Panty has not been done yet because the Food Panty would like to make some changes to the building to provide a covered area outside the door so that volunteers would be out of the weather when providing curbside pick-ups and when receiving deliveries. He stated the weather protection overhang would be about 12-feet wide and would project out 8-feet. He stated that they were also looking to install a concrete pad for a “Market Cart” in that same area.

Mayor Allyn went on to explain the *Market Cart* was for food that nearing the expiration date, that the Food Pantry would make available to clients when they were picking up their regular food orders, noting that the clients could pick up extra supplies from the *Market Cart*. He stated the weather protection covering would be on the side of the building facing where the tennis courts use to be located. He stated once this work was completed that they would proceed with residing the building.

Finance Director Matthew Bonin noted the following:

- ✓ Completed Projects: \$31,000 Remaining
- ✓ Not Yet Committee: \$226,000
- Total Available: \$256,000 to be committed to other projects.

Mr. Bonin noted the Federal Treasury definition of “*Obligated Funds*” meant “*An order has been placed for property and services, or contracts, or some arm awards were made*”. He stated just saying that the funds were going to be used for a particular project, was not considered “*Obligated*” and did not meet the Treasury’s definition. He stated they had to contracts or Purchase Orders in place.

Action: Reviewed/Discussed

**Finance Committee Meeting 03/21/2023:**

File #: [22064](#) Version: 1

Type: General Discussion

**Title:** Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Action:** Reviewed/Discussed

**Minute Note:**

The Finance Committee reviewed the status of the ARPA Funded Projects as noted below:

| <b>Total ARPA Allocation: 4,327,</b>                    |                    |                  |          |                     |                           |                           |                           |                      |             |   |
|---|--------------------|------------------|----------|---------------------|---------------------------|---------------------------|---------------------------|----------------------|-------------|---|
| Request   | Department         | Approval Process | Date     | ARPA Funds Approved | ARPA Funds Expended FY'22 | ARPA Funds Expended FY'23 | Total ARPA Funds Expended | ARPA Funds Remaining | Status      | Notes   |
| Sewer Line Extension                                    | WPCA               | Town Co Action   | 04/27/22 | 1,200,000           | -                         | 85,200.00                 | 85,200.00                 | 1,114,800.00         | In Progress | need to verify - all Sewer Feasibility expenses |
| Sewer Line Extension III                                | WPCA               | Budget Referenc  | 05/17/22 | 950,000             | -                         | -                         | -                         | 950,000.00           | Not Started |   |
| Funding mental health clinicians                        | Youth Services     | Budget Referenc  | 05/17/22 | 190,000             | -                         | 4,661.75                  | 4,661.75                  | 185,338.25           | In Progress |   |
| Skid Mill Sewer Pump                                    | WPCA               | Town Co Action   | 04/27/22 | 175,000             | 2,234.60                  | 113,943.80                | 116,178.40                | 58,821.60            | In Progress |   |
| Ledyard Up/Down Sawmill                                 | Historic Districts | Budget Referenc  | 05/17/22 | 125,000             | -                         | 3,000.00                  | 3,000.00                  | 122,000.00           | In Progress |   |
| Road Resurfacing Fund                                   | Public Works       | Budget Referenc  | 05/17/22 | 114,885             | -                         | 114,885.00                | 114,885.00                | -                    | Completed   |   |
| Housing Grant - affordable funding                      | Land Use Planning  | Town Co Action   | 12/08/21 | 100,000             | -                         | 5,913.90                  | 5,913.90                  | 94,086.10            | In Progress |   |
| Emergency Services HVAC system replacement              | Public Works       | Town Co Action   | 02/08/23 | 200,000             | -                         | 95,000.00                 | 95,000.00                 | 105,000.00           | In Progress |   |
| Park & Recreation Senior Center HVAC system replacement | Public Works       | Town Co Action   | 02/08/23 | 155,000             | -                         | 74,943.58                 | 74,943.58                 | 80,056.42            | In Progress |   |



|                              |              |                     |          |           |           |           |           |           |             |  |
|------------------------------|--------------|---------------------|----------|-----------|-----------|-----------|-----------|-----------|-------------|--|
| Town Hall system replacement | Public Works | Town Council Action | 04/13/22 | 80,000.00 | -         | 67,728.06 | 67,728.06 | 12,271.94 | In Progress |  |
| Town Green Upgrade           | Public Works | Town Council Action | 02/09/22 | 75,000.00 | 49,154.50 | 25,845.50 | 75,000.00 | -         | Completed   |  |

|   |                      |                     |          |            |   |          |            |            |           |             |                                    |
|---|----------------------|---------------------|----------|------------|---|----------|------------|------------|-----------|-------------|------------------------------------|
| Replace Dispatch Stations (2) in EOC                        | Emergency Management | Budget Referendum   | 05/17/22 | 75,000.00  | - | 3,854.38 | 56,632.60  | 60,486.98  | 14,513.02 | Completed   |                                    |
| Playscape Replacement at 13 Winthrop, Gales Ferry           | Park & Rec           | Budget Referendum   | 05/17/22 | 60,000.00  | - | -        | 27,296.00  | 27,296.00  | 32,704.00 | In Progress |                                    |
| Erickson Park Enhancements                                  | Park & Rec           | Budget Referendum   | 05/17/22 | 55,000.00  | - | -        | -          | -          | 55,000.00 | Not Started |                                    |
| Concrete Floor - Pole Barn                                  | Public Works         | Town Council Action | 12/08/21 | 100,000.00 | - | -        | 100,000.00 | 100,000.00 | -         | Completed   |                                    |
| Police Radio Interoperability                               | Police               | Budget Referendum   | 05/17/22 | 46,125.00  | - | -        | -          | -          | 46,125.00 | Not Started |                                    |
| Ledge Light Health District - support COVID initiatives     | Finance              | Town Council Action | 01/26/22 | 43,270.00  | - | -        | 43,270.00  | 43,270.00  | -         | Completed   |                                    |
| Nathan Lester House repairs                                 | Historic Districts   | Budget Referendum   | 05/17/22 | 40,000.00  | - | -        | 7,449.00   | 7,449.00   | 32,551.00 | In Progress |                                    |
| LED Sign Panel, Gales Ferry                                 | Mayors office        | Budget Referendum   | 05/17/22 | 35,000.00  | - | -        | -          | -          | 35,000.00 | In Progress | Bid awarded                        |
| LED Sign Panel, Ledyard Center                              | Mayors Office        | Budget Referendum   | 05/17/22 | 35,000.00  | - | -        | -          | -          | 35,000.00 | In Progress | Bid awarded                        |
| Sidewalk Infill in Ledyard Center                           | Public Works         | Budget Referendum   | 05/17/22 | 35,000.00  | - | -        | -          | -          | 35,000.00 | Not Started |                                    |
| Add Sidewalks in Gales Ferry                                | ON HOLD              | Budget Referendum   | 05/17/22 | 35,000.00  | - | -        | -          | -          | 35,000.00 | Not Started |                                    |
| Replace Food Pantry Roof                                    | Mayors office        | Budget Referendum   | 05/17/22 | 25,000.00  | - | -        | 8,700.00   | 8,700.00   | 16,300.00 | Completed   |                                    |
| Exterior Doors (TH and Annex) w/ Electronic Locking Systems | Public Works         | Budget Referendum   | 05/17/22 | 23,000.00  | - | -        | -          | -          | 23,000.00 | Not Started |                                    |
| Electric Vehicle charging stations                          | Mayors Office        | Budget Referendum   | 05/17/22 | 20,000.00  | - | -        | -          | -          | 20,000.00 | Not Started |                                    |
| Vinyl Re-siding of Food Pantry                              | Mayors office        | Budget Referendum   | 05/17/22 | 17,500.00  | - | -        | -          | -          | 17,500.00 | Not Started |                                    |
| Gales Ferry Corridor Study                                  | Land Use / Planning  | Budget Referendum   | 05/17/22 | 15,000.00  | - | -        | -          | -          | 15,000.00 | Not Started |                                    |
| TVCCA - Commissary project                                  | Finance              | Town Council Action | 12/08/21 | 15,000.00  | - | -        | 15,000.00  | 15,000.00  | -         | Completed   |                                    |
| Solar Charging Stations                                     | Mayors office        | Budget Referendum   | 05/17/22 | 12,000.00  | - | -        | 5,496.00   | 5,496.00   | 6,504.00  | In Progress | Units purchased - awaiting install |
| Added ClearGov Modules                                      | MIS                  | Budget Referendum   | 05/17/22 | 10,500.00  | - | -        | 10,500.00  | 10,500.00  | -         | Completed   |                                    |

|   |                      |                   |          |           |          |           |           |          |             |  |
|---|----------------------|-------------------|----------|-----------|----------|-----------|-----------|----------|-------------|--|
| Parks and Rec Summer Scholarships         | Parks and Recreation | Budget Referendum | 05/17/22 | 10,000.00 | 2,087.50 | -         | 2,087.50  | 7,912.50 | In Progress |  |
| Homeless Hospitality Center of New London | Finance              | Budget Referendum | 05/17/22 | 10,000.00 | -        | 10,000.00 | 10,000.00 | -        | Completed   |  |
| Replace Firehouse software                | AES                  | Budget Referendum | 05/17/22 | 8,000.00  | -        | 8,000.00  | 8,000.00  | -        | Completed   |  |

|  |              |                     |          |                     |           |            |            |                     |                             |  |
|--|--------------|---------------------|----------|---------------------|-----------|------------|------------|---------------------|-----------------------------|--|
| Automated Doors - Senior Center  | Public Works | Budget Referendum   | 05/17/22 | 5,000.00            | -         | -          | -          | 5,000.00            | Not Started                 |  |
| Replace brackets on streetlight poles  | Public Works | Town Council Action | 04/27/22 | 2,520.00            | 2,476.84  | 43.16      | 2,520.00   | -                   | Completed                   |  |
| Install WI-FI in Food Pantry   | MIS          | Budget Referendum   | 05/17/22 | 2,500.00            | 2,640.76  | -          | 2,640.76   | (140.76)            | Completed                   |  |
| Balance of funding for Owl Pro   | MIS          | Town Council Action | 12/08/21 | 831.00              | 831.00    | -          | 831.00     | -                   | Completed                   |  |
| <b>TOTALS</b>  |              | Total Committed     |          | <b>4,101,131.00</b> |           |            |            |                     |                             |  |
|  |              | Total Expended      |          |                     | 63,279.58 | 883,508.35 | 946,787.93 |                     |                             |  |
|  |              | Total Uncommitted   |          | <b>225,962.49</b>   |           |            |            |                     |                             |  |
|  |              |                     |          |                     |           |            |            |                     | Committed Remaining         |  |
|  |              |                     |          |                     |           |            |            |                     |                             |  |
|  |              |                     |          |                     |           |            |            | <b>225,962.49</b>   | Uncommitted Balance         |  |
|  |              |                     |          |                     |           |            |            |                     |                             |  |
|  |              |                     |          |                     |           |            |            |                     | Completed to be reallocated |  |
|  |              |                     |          |                     |           |            |            |                     |                             |  |
|  |              |                     |          |                     |           |            |            | <b>3,154,343.07</b> | proof                       |  |
| original approval was \$55,000 - additional \$45,000 approved by Town Council 10/12/22 |              |                     |          |                     |           |            |            |                     |                             |  |

Action: Reviewed/Discussed

**Finance Committee Meeting 02/01/2023:**

File #: [22064](#) Version: 1

Type: General Discussion

**Title:** Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Action:** Reviewed/Discussed

**Minute Note:**

Councilor Saums stated Finance Director Matthew Bonin provided an updated spreadsheet regarding the status and funding for the ARPA Projects.

The Finance Committee, Mayor Allyn, and Finance Director Matt Bonin reviewed the ARPA Project Status Spreadsheet.

| Total ARPA All   |                   |   |                          |        |  |          |                                 |                         |             |  |
|--|-------------------|---|--------------------------|--------|--|----------|---------------------------------|-------------------------|-------------|--|
|  |                   |   |                          |        |  | 4,       |                                 |                         |             |  |
|  |                   |   |                          |        |  | 32       |                                 |                         |             |  |
|  |                   |   |                          |        |  | 7,       |                                 |                         |             |  |
|  |                   |   |                          |        |  | 09       |                                 |                         |             |  |
|  |                   |   |                          |        |  | 3.       |                                 |                         |             |  |
|  |                   |   |                          |        |  | 49       |                                 |                         |             |  |
| Request Title  | Depart            | Munis Acct Name                             | Approv<br>Proces         | Date   |  | AR<br>Ap | Total ARPA<br>Funds<br>Expended | ARPA Funds<br>Remaining | Status      | Notes  |
| Sewer Line<br>Extension<br>Phase I                     | WPCA              | Sewer Capital -<br>Construction<br>Services | Town<br>Counci<br>Action | 04/27/ |  | 1,281,   | 150.00                          | 1,118,850.00            | In Progress | need to verify<br>- all Sewer<br>Feasibility<br>expenses |
| Sewer Line<br>Extension<br>Phase III                   | WPCA              | Sewer Capital -<br>Construction<br>Services | Budget<br>Referen        | 05/17/ |  | 950-     |                                 | 950,000.00              | Not Started |  |
| Funding for<br>youth<br>mental<br>health<br>clinicians | Youth<br>Services | Counselor                                   | Budget<br>Referen        | 05/17/ |  | 190      | 543.75                          | 189,456.25              | In Progress |  |
| Skid<br>Mounted<br>Sewer<br>Pumps                      | WPCA              | Sewer Capital -<br>Construction<br>Services | Town<br>Counci<br>Action | 04/27/ |  | 175      | 12,819.70                       | 162,180.30              | In Progress |  |
| (Continued)  |                   |   |                          |        |  |          |                                 |                         |             |  |

| Request Title  | Dept                        | Munis Acct Name                                    | Approv<br>Proces         | Date    | AR<br>Ap | Total ARPA<br>Funds<br>Expended | ARPA Funds<br>Remaining | Status      | Notes                                |
|--|-----------------------------|--|--------------------------|---------|----------|---------------------------------|-------------------------|-------------|--------------------------------------|
| Ledyard<br>Up/Down<br>Sawmill  | Historic<br>Districts       | Hist. Districts -<br>Building<br>Maintenance       | Budget<br>Refere<br>m    | 05/17/  |          | 123,200.00                      | 121,800.00              | In Progress |                                      |
| Road<br>Restoration<br>Fund  | Public<br>Works             | Public Works -<br>Road Restoration                 | Budget<br>Refere<br>m    | 05/17/  |          | 114,885.00                      | -                       | Completed   |                                      |
| Housing<br>Rehab Grant<br>- additional<br>funding                      | Land Use /<br>Planning      | Housing -<br>Program<br>Expenditures               | Town<br>Counci<br>Action | 12/08/  |          | 107,761.00                      | 99,239.00               | In Progress | small amount<br>of admin<br>activity |
| Town Hall<br>HVAC system<br>replacement                                | Public<br>Works             | Public Works -<br>Building Upgrade<br>Reserve      | Town<br>Counci<br>Action | 04/13/  |          | 80,351,101.00                   | 44,899.00               | In Progress |                                      |
| Town Green<br>Upgrade<br>Project                                       | Public<br>Works             | Planning Dept -<br>Town Green<br>Upgrade           | Town<br>Counci<br>Action | 02/09/  |          | 75,75,000.00                    | -                       | Completed   |                                      |
| Replace<br>Dispatch<br>Stations (2)<br>in EOC                          | Emergency<br>Managemen<br>t | Dispatch - New<br>Equipment                        | Budget<br>Refere<br>m    | 05/17/  |          | 75,60,486.98                    | 14,513.02               | Completed   |                                      |
| Playscape<br>Replacement<br>at 13<br>Winthrop,<br>Gales Ferry          | Park & Rec                  | Park & Rec - Site<br>Improvement                   | Budget<br>Refere<br>m    | 05/17/  |          | 60,27,296.00                    | 32,704.00               | In Progress |                                      |
| Erickson Park<br>Enhancemen<br>ts                                      | Park & Rec                  | Park & Rec - Site<br>Improvement                   | Budget<br>Refere<br>m    | 05/17/  |          | 55,-                            | 55,000.00               | Not Started |                                      |
| Concrete<br>Floor - Pole<br>Barn                                       | Public<br>Works             | Planning Dept -<br>Town Green<br>Upgrade           | Town<br>Counci<br>Action | 12/08/1 |          | 100,100,000.00                  | -                       | Completed   |                                      |
| Police Radio<br>Interoperabil<br>ity                                   | Police                      | Radios   | Budget<br>Refere<br>m    | 05/17/  |          | 46,-                            | 46,125.00               | Not Started |                                      |
| Ledge Light<br>Health<br>District -<br>support<br>COVID<br>initiatives | Finance                     | Misc. -<br>Professional /<br>Technical<br>Services | Town<br>Counci<br>Action | 01/26/  |          | 43,43,270.00                    | -                       | Completed   |                                      |
| Nathan<br>Lester House<br>repairs                                      | Historic<br>Districts       | Hist. Districts -<br>Building<br>Maintenance       | Budget<br>Refere<br>m    | 05/17/  |          | 40,2,599.00                     | 37,401.00               | In Progress |                                      |
| (Continued)  |                             |  |                          |         |          |                                 |                         |             |                                      |
| Request Title  | Dept.                       | Munis Acct Name                                    | Approv<br>Proces         | Date    | AR<br>Ap | Total ARPA<br>Funds<br>Expended | ARPA Funds<br>Remaining | Status      | Notes                                |

|   |                     |   |                     |        |  |                                 |                      |             |                       |
|---|---------------------|---|---------------------|--------|--|---------------------------------|----------------------|-------------|-----------------------|
| LED Sign Panel, Gales Ferry                                 | Mayor Office        | LED Signs                                 | Budget Refere m     | 05/17/ |  | 35,-                            | 35,000.00            | In Progress | RFP in motion         |
| LED Sign Panel, Ledyard Center                              | Mayors Office       | LED Signs                                 | Budget Refere m     | 05/17/ |  | 35,-                            | 35,000.00            | In Progress |                       |
| Sidewalk Infill in Ledyard Center                           | Public Works        | LC Sidewalk Infill                        | Budget Refere m     | 05/17/ |  | 35,-                            | 35,000.00            | Not Started |                       |
| Add Sidewalks in Gales Ferry                                | ON HOLD             |   | Budget Refere m     | 05/17/ |  | 35,-                            | 35,000.00            | Not Started |                       |
| Replace Food Pantry Roof                                    | Mayors Office       | Food Pantry Improvements                  | Budget Refere m     | 05/17/ |  | 25,8,700.00                     | 16,300.00            | Completed   |                       |
| Exterior Doors (TH and Annex) w/ Electronic Locking Systems | Public Works        | TH/Annex Doors/Locks                      | Budget Refere m     | 05/17/ |  | 23,-                            | 23,000.00            | Not Started |                       |
| Electric Vehicle charging stations                          | Mayors Office       | Electric Car Charge Stations              | Budget Refere m     | 05/17/ |  | 20,-                            | 20,000.00            | Not Started |                       |
| Vinyl Re-siding of Food Pantry                              | Mayors Office       | Food Pantry Improvements                  | Budget Refere m     | 05/17/ |  | 17,-                            | 17,500.00            | Not Started |                       |
| Gales Ferry Corridor Study                                  | Land Use / Planning | Gales Ferry Corridor Study                | Budget Refere m     | 05/17/ |  | 15,-                            | 15,000.00            | Not Started |                       |
| TVCCA - Commissary project                                  | Finance             | Misc. - Professional / Technical Services | Town Council Action | 12/08/ |  | 15,15,000.00                    | -                    | Completed   |                       |
| Solar Charging Stations                                     | Mayors Office       | Solar Charging Stations                   | Budget Refere m     | 05/17/ |  | 12,5,496.00                     | 6,504.00             | In Progress | not sure if completed |
| Added ClearGov Modules                                      | MIS                 | Computer Software                         | Budget Refere m     | 05/17/ |  | 10,10,500.00                    | -                    | Completed   |                       |
| Parks & Rec Summer Scholarships                             | Parks & Rec.        | LYS Enrichment Grant                      | Budget Refere m     | 05/17/ |  | 10,2,087.50                     | 7,912.50             | In Progress |                       |
| (Continued)   |                     |   |                     |        |  |                                 |                      |             |                       |
| Request Title   | Dept                | Munis Acct Name                           | Approv Proces       | Date   |  | AR Total ARPA Ap Funds Expended | ARPA Funds Remaining | Status      | Notes                 |

|   |              |   |                     |        |  |              |            |              |                              |
|---|--------------|---|---------------------|--------|--|--------------|------------|--------------|------------------------------|
| Homeless Hospitality Center of New London | Finance      | Misc. - Professional / Technical Services | Budget Refere m     | 05/17/ |  | 10,10,000.00 | -          | Completed    |                              |
| Replace Firehouse software                | AES          | Computer Software                         | Budget Refere m     | 05/17/ |  | 8,04,000.00  | 4,000.00   | In Progress  | LFD complete, GFD in process |
| Automated Doors - Senior Center           | Public Works | Senior Center Facility                    | Budget Refere m     | 05/17/ |  | 5,0-         | 5,000.00   | Not Started  |                              |
| Replace brackets on streetlight poles     | Public Works | Public Works - Building and Grounds Misc. | Town Council Action | 04/27/ |  | 2,52,476.84  | 43.16      | In Progress  |                              |
| Install WI-FI in Food Pantry              | MIS          | MIS - Replacement Equipment               | Budget Refere m     | 05/17/ |  | 2,52,640.76  | (140.76)   | Completed    |                              |
| Balance of funding for Owl Pro            | MIS          | MIS - Replacement Equipment               | Town Council Action | 12/08/ |  | 83,831.00    | -          | Completed    |                              |
|   |              |   |                     |        |  |              |            |              |                              |
| TOTALS                                    |              |   | Total Allocat       |        |  | 3,7          |            |              |                              |
|   |              |   | Total Allocat       |        |  | 3,7          |            |              |                              |
|   |              |   |                     |        |  |              |            |              |                              |
|   |              |   | Total Expend        |        |  | 63,279.58    | 555,564.95 | 618,844.53   | 3,127,286.47                 |
|   |              |   |                     |        |  |              |            |              |                              |
|   |              |   | Balance Availab     |        |  | 580          |            | 580,962.49   | Uncommitted Balance          |
|   |              |   |                     |        |  |              |            |              |                              |
|   |              |   |                     |        |  |              |            | 3,708,248.96 | Total Unexpended             |
|   |              |   |                     |        |  |              |            |              |                              |

Councilor Ryan noted that a number of American Rescue Plan Act (ARPA) Project have not been started yet. He questioned other than reasons such as seasonal, why some projects have not been started, noting that the ARPA Funding had to be obligated by 2024 and expended by 2026.

The Group noted the following:

- Linda C. Davis Food Pantry Improvements-** The new roof has been installed; however, the new siding has not been installed yet. Mayor Allyn explained the Food Pantry Volunteers requested a weather shelter covered entry area be added to the building; therefore, they were waiting for this work to be done before they installed the new siding on the building.

- **Town Hall HVAC** - Has been completed, the air conditioning will not be turned on and tested until this summer (2023).
- **Skid Mounted Sewer Pump** - has been delivered; it will be installed this spring (2023).
- **Gales Ferry Sidewalks** - Does not have an assigned owner, does not have a sidewalk plan. The town needs to conduct a Gales Ferry Corridor Study, to have a recommendation regarding where the sidewalks should be placed in Gales Ferry.

Mayor Allyn stated the Land Use Department has not been fully staffed for some time; and the Land Use Director was overburdened with a tremendous amount of work. Therefore, no progress has been made toward conducting the Gales Ferry Corridor Study. He suggested the town solicit the Southeastern Connecticut Council of Governments (SCCOG) to conduct the Gales Ferry Corridor Study. He noted that Land Use Director Juliet Hodge recently completed the Comprehensive Zoning Regulations Rewrite, and that she had to finish the Subdivision Regulations Rewrite to be in alliance with the new the Zoning Regulations. In addition, with the townspeople's November 6, 2022 approval of the sale of recreational marijuana that Zoning Regulations that permit the sale of marijuana in town have to be drafted/completed by June 30, 2023 in accordance with state statute.

- **Ledyard Center Sidewalk fill-in** There are a few places in Ledyard Center such as in front of Holdridge's where there are sections of the sidewalks that are missing.
- **Electric Vehicle Charging (EV) Stations** - Work need to be done to determine where the Electric Vehicle Charging Stations should be located.
- **LED Signs** - The Request for Proposals (RFP) for the LED Signs would be posted on February 16, 2023. The Bid Opening would be in early March, the Bid would be awarded, and the project should be completed by the end of May, 2023.
- **Playscape at 13 Winthrop** - The Playscape was delivered in November, 2022. The Playscape would be installed in the Spring, 2023. Instead of woodchips they plan to pour a rubberized pad around the equipment.
- **Erickson Park Enhancements** - Public Works would be doing some work to install a retaining wall and create some additional parking.

Councilor Ryan noted that he has seen a number of people kayaking at Erickson Park. He suggested that the launch be regraded, noting that it was quite steep.

- **Lester House Repairs and Up-Down Sawmill** - The spreadsheet indicated that these projects were in-progress.

Finance Director Matthew Bonin noted that the Historic District Commission received a Grant to conduct a structural engineering review of the Sawmill. He noted that the Report would provide recommendations on the areas that need to be addressed. He stated that he would follow-up with Historic District Commission Chairman Vincent Godino to check on the status of these projects.

- **Replace Dispatch Console Stations** - Project has been completed \$14,513 under budget. Mayor Allyn explained that some projects may come in under budget and other projects may come-in over budget. Therefore,

he stated for the projects that come-in under budget that the funds would be added to the undesignated balance to be used toward other projects that come in over budget. He noted as an example of a project that may have a cost overrun from the amount that was initially budgeted was the Ledyard Center Sewer Extension Project noting that the cost of the ductile piping has increased by 200%.

- **Solar Charging Stations** - Mayor Allyn stated the town purchased four solar charging stations, noting that they came in under budget. He explained that some solar charging stations were deployed at the Town Green, Bill Library, Gales Ferry Library to see how they worked. He stated the charging stations were secured and bolted to the ground in concrete.

The Finance Committee thanked the Finance Director for his work on the ARPA Spreadsheet.

Councilor Rodriguez questioned whether the Mayor had any updates on the Federal Infrastructure Funding for Municipalities.

Mayor Allyn stated the Federal Government has prioritized the roll out of Infrastructure Funding over a five-year projection. He noted as an example:

- Funding for Airports and Railway would be disbursed one year.
- Funding for Bridges and Culverts would be disbursed in 2024.
- Funding for Multi-Model Pedestrian Access would be disbursed another year.

Mayor Allyn stated Mark Boughton was heading up the Federal Infrastructure Funding for the State of Connecticut. He stated Mr. Boughton spoke at the Southeastern Connecticut Council of Governments (SCCOG) meeting and he explained that this year's focus was to make sure your town's project was with an adjacent community. He stated a singular town project would go to the bottom of the pile.

Councilor Saums stated State Senator Cathy Osten, Representative Kevin Ryan, Representative Craig Howard, and Representative Brian Lanoue have introduced the following two House Bills: (1) \$265,000 to be used for Heating Ventilation, Air Conditioning, and other equipment for the Emergency Services Building; and (2) \$350,000 to be used for a Roof and Apparatus for the Gales Ferry Fire Department. He stated the second Bill was a result of Gales Ferry Fire Chief Tony Saccone asking if they could ask the State for funding for Apparatus.

Mayor Allyn stated one of the apparatus items that was supposed to be included in the \$350,000 Bill was natural gas generator for the Parks and Recreation/Senior Citizens Facility. He stated he would contact Senator Osten to ensure the generator was included in the "Apparatus" Bill. He stated because there was a natural gas line that runs up to the Parks and Recreation/Senior Citizens Facility that the thought was if they had a whole building generator that the facility could be used during a crisis or bad storm because they had a commercial kitchen, bathroom facilities, etc.

Action: Reviewed/Discussed

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**Finance Committee Meeting 12/7/2022:**

**File #:** [22064](#) Version: 1

**Type:** General Discussion



**Title:** Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the *American Rescue Act* Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Action:** Discussed/Continued

**Minute Note:**

Councilor Ryan noted the ARPA Projects spreadsheet columns included “*Funds Appropriated*” and “*Balance Available*”. He questioned whether the funds available took into account completed projects that have come in under budget. Finance Director Matthew Bonin stated the spreadsheet that was attached to tonight’s meeting packet was not the most up-to-date spreadsheet, noting that he was maintaining a more detailed spreadsheet to track the projects as they were progressing. Councilor Ryan stated it would be good for the Finance Committee to see the rolling balance so that they could reallocate funds from completed projects that came in under budget, to projects that may be coming in over budget or to projects that were on the ARPA List but were not budgeted yet. He noted the ARPA Funding had to be appropriated before the end of 2024.

**Action:** Discussed/Continued

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**Finance Committee Meeting 11/2/2022**

File #: [22064 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD) Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Minutes Note:**

No Action

**Action :** No Action (Continued)

**Finance Committee Meeting 10/19/2022**

File #: [22064 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD)

Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Action : Discussed

Minute Note:

Finance Director Matthew Bonin, Mayor Allyn, III and the Finance Committee reviewed the status and progress of the ARPA Projects as noted below:

| American Rescue PI |    |    |    |    |    |    |    |    |    |
|--------------------|----|----|----|----|----|----|----|----|----|
| To 4,3             |    |    |    |    |    |    |    |    |    |
| Re                 | De | Ap | Da | Ap | Ex | Re | St |    |    |
| Ov                 | Pr |    |    |    |    |    |    |    |    |
| Sela               | To | 04 | 1  | 1  | 1  | 1  | Ur |    |    |
| Ex & Ac            | Ba |    |    |    |    |    |    |    |    |
| Sela               | Bu | 05 | 9  | 5  | 9  | 5  | Nc |    |    |
| Ex & Re            |    |    |    |    |    |    |    |    |    |
| Fu                 | Ka | Bu | 05 | 1  | 9  | 1  | Nc |    |    |
| m                  | Re |    |    |    |    |    | po |    |    |
| cli                |    |    |    |    |    |    | po |    |    |
| Sk                 | la | To | 04 | 1  | 7  | 7  | 16 | In |    |
| Se & Ac            | Ba |    |    |    |    |    |    |    |    |
| Le                 | Vi | Bu | 05 | 1  | 2  | 1  | 2  | Nc |    |
| Sa                 | Ch | Re |    |    |    |    |    |    |    |
| Kr                 |    |    |    |    |    |    |    |    |    |
| Rc                 | St | Bu | 05 | 1  | 8  | 8  | 2  | 6  | In |
| Fu                 | M  | Re |    |    |    |    |    |    |    |
| Hd                 | Ju | To | 12 | 1  | 0  | 1  | 0  | In |    |
| Gr                 | (L | Ac |    |    |    |    |    |    |    |
| fu                 | Pr |    |    |    |    |    |    |    |    |
| To                 | St | To | 04 | 8  | 0  | 3  | 5  | 4  | In |
| sy                 | M  | Ac |    |    |    |    |    |    |    |
| re                 |    |    |    |    |    |    |    |    |    |
| To                 | St | To | 02 | 7  | 5  | 4  | 9  | 2  | 5  |
| U                  | r  | M  |    |    |    |    |    |    |    |
| Ac                 |    |    |    |    |    |    |    |    |    |
| Re                 | Ja | Bu | 05 | 7  | 5  | 6  | 0  | 1  | 4  |
| St                 | Re |    |    |    |    |    |    |    |    |
|                    |    |    |    |    |    |    |    |    |    |
| AFARAF             |    |    |    |    |    |    |    |    |    |

| Re   | De  | Ap | Da | Ap | Ex | Re | St          |
|------|-----|----|----|----|----|----|-------------|
| Over | Pr  |    |    |    |    |    |             |
| PI   | Sc  | Bu | 05 | 60 | 27 | 32 | In          |
| Re   | Jo  | Re |    |    |    |    |             |
| W    |     |    |    |    |    |    |             |
| Fe   |     |    |    |    |    |    |             |
| Cd   | St  | Td | 12 | 55 |    | 55 | Ur          |
| Pd   | M   | Ac |    |    |    |    |             |
| Er   | Sc  | Bu | 05 | 55 |    | 55 | Nd          |
| Er   | Jo  | Re |    |    |    |    |             |
| Pd   | Jo  | Bu | 05 | 46 |    | 46 | Nd          |
| Int  |     | Re |    |    |    |    |             |
| Le   | M   | Td | 01 | 43 | 43 |    | Co          |
| Di   |     | Ac |    |    |    |    |             |
| CC   |     |    |    |    |    |    |             |
| Na   | Vi  | Bu | 05 | 40 |    | 40 | Nd          |
| Hd   | Ch  | Re |    |    |    |    |             |
| Kr   |     |    |    |    |    |    |             |
| Ad   | (\$ | Bu | 05 | 35 |    | 35 | Nd          |
| Ga   | St  | Re |    |    |    |    |             |
| ou   |     |    |    |    |    |    |             |
| pla  |     |    |    |    |    |    |             |
| LE   | Kr  | Bu | 05 | 35 |    | 35 | Ur          |
| Ga   | Ch  | Re |    |    |    |    |             |
| LE   | Kr  | Bu | 05 | 35 |    | 35 | Nd          |
| Le   | Ch  | Re |    |    |    |    |             |
| Sid  | St  | Bu | 05 | 35 |    | 35 | Nd          |
| Le   |     | Re |    |    |    |    |             |
| Re   | Kr  | Bu | 05 | 25 | 8  | 16 | Co          |
| Pa   | Ch  | Re |    |    |    |    |             |
| Ex   | St  | Bu | 05 | 23 |    | 23 | Nd          |
| an   |     | Re |    |    |    |    |             |
| Ele  |     |    |    |    |    |    |             |
| Sy   |     |    |    |    |    |    |             |
| Ele  | Kr  | Bu | 05 | 20 |    | 20 | Not Started |
| ch   | Ch  | Re |    |    |    |    |             |
| Vi   | Kr  | Bu | 05 | 17 |    | 17 | Not Started |
| Fo   | Ch  | Re |    |    |    |    |             |
| TVM  | Td  | 12 | 15 | 15 |    |    | Completed   |
| Co   |     | Ac |    |    |    |    |             |
| pr   |     |    |    |    |    |    |             |
| Ga   | Ju  | Bu | 05 | 15 |    | 15 | Not Started |
| Co   |     | Re |    |    |    |    |             |

|    |    |    |    |    |    |             |
|----|----|----|----|----|----|-------------|
| Sq | Kr | Bu | 05 | 12 | 12 | Not Started |
| St | Ch | Re |    |    |    |             |

|   |                    |                     |          | ARPA Funds   | ARPA Funds | ARPA Funds |                         |
|---|--------------------|---------------------|----------|--------------|------------|------------|-------------------------|
| Request Title                                   | Dept. Head / Owner | Approval Process    | Date     | Appropriated | Expended   | Remaining  | Status                  |
| Added ClearGov Modules                          | Regina Brulotte    | Budget Referendum   | 05/17/22 | 10,500.00    |            | 10,500.00  | Completed               |
| Homeless Hospitality Center of New London       | Matt Bonin         | Budget Referendum   | 05/17/22 | 10,000.00    | 10,000.00  | -          | Completed               |
| Parks and Rec Summer Scholarships               | Kristen Chapman    | Budget Referendum   | 05/17/22 | 10,000.00    | 2,087.50   | 7,912.50   | In Progress             |
| Replace Firehouse software                      | Steve Holyfield    | Budget Referendum   | 05/17/22 | 8,000.00     |            | 8,000.00   | In Progress             |
| Automated Doors - Senior Center                 | Steve Masalin      | Budget Referendum   | 05/17/22 | 5,000.00     |            | 5,000.00   | Not Started             |
| Replace brackets on streetlight poles           | Steve Masalin      | Town Council Action | 04/27/22 | 2,520.00     | 2,476.84   | 43.16      | Purchased-Not Installed |
| Install WI-FI in Food Pantry                    | Regina Brulotte    | Budget Referendum   | 05/17/22 | 2,500.00     | 2,640.76   | (140.76)   | In-Progress             |
| Balance of funding for Owl Pro                  | Regina Brulotte    | Town Council Action | 12/08/21 | 831.00       | 831.00     | -          | Completed               |
| Concrete Floor - Pole Barn (additional funding) | Steve Masalin      | Town Council Action | 10/12/22 | 45,000.00    |            | 45,000.00  | In-Progress             |
| TOTALS  |                    | Total Allocated     |          | 3,746,131.00 |            |            |                         |
|   |                    | Total Expended      |          |              | 353,313.85 |            |                         |
|   |                    | Balance Available   |          | 580,962.49   |            |            |                         |

**Key:**

- **In-Progress - Work was currently being done.**

- **Underway - Preparing for project (obtaining cost estimates, working to solicit bids, etc.).**
- **Completed - Project complete, and funds have been expended.**

The Group discussed ARPA Projects that came in under budget to-date, such as the Linda C. Davis Food Pantry Roof. The also discussed the importance to redirect the unused funds to projects that may come-in over the estimated budget costs, and/or to redirect the unused funds to projects that were not funded such as Phase II & III of the Ledyard Center Sewer Extension Project.

Finance Director Matthew Bonin stated of the ARPA Projects that have been completed to-date that there was an excess of \$31,000 funds that could be reappropriated.

The Group noted that the ARPA funding had to be obligated by 2024 and fully expended by 2026.

Action: Discussed

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### **Finance Committee Meeting 10/5/2022**

File #: [22064 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD) Version: 1

Type: General Discussion

Title: Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

#### **Minutes Note:**

Councilor Saums suggested the Committee deferred discussion regarding the ARPA Funded projects to their September 21, 2022 meeting, noting that he would like Mayor Allyn, III to be present for their discussion.

Action : No Action (Continued)

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### **Finance Committee Meeting 9/21/2022**

File #: [22064 <https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>](https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD)

Version: 1

Type: General Discussion

**Title:** Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

**Minutes Note:**

Councilor Saums suggested the Committee deferred discussion regarding the ARPA Funded projects to their September 21, 2022 meeting, noting that he would like Mayor Allyn, III to be present for their discussion.

Action : No Action (Continued)

**Finance Cmt Meeting 9/7/2022**

File #: [22064](#)

<https://ledyardct.legistar.com/LegislationDetail.aspx?ID=5725357&GUID=5B74E3A2-A070-4240-AE66-3D26A65C96BD>

Version: 1

Type: General Discussion

**Title:** Continued discussion regarding the status and possible changes to Capital Improvement Plan (CIP) and Capital Non-Recurring (CNR) Fund based on the American Rescue Act Funding (ARPA) and the process to approve ARPA Projects and expend ARPA Funding.

Action: No Action

**Minutes Note:**

Councilor Saums suggested the Committee deferred discussion regarding the ARPA Funded projects to their September 21, 2022 meeting, noting that he would like Councilor Ingalls to participate in their discussion.

Action: No Action (Continued)

| Kategorie | Bezeichnung | Menge | Einheit | Lagerort | Lagerbestand | Lagerbestand |         |         |         | Lagerort | Lagerbestand | Lagerort | Lagerbestand | Lagerort | Lagerbestand |
|-----------|-------------|-------|---------|----------|--------------|--------------|---------|---------|---------|----------|--------------|----------|--------------|----------|--------------|
|           |             |       |         |          |              | Bestand      | Bestand | Bestand | Bestand |          |              |          |              |          |              |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |
| ...       | ...         | ...   | ...     | ...      | ...          | ...          | ...     | ...     | ...     | ...      | ...          | ...      | ...          | ...      | ...          |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> | <b>YEAR</b> |
|------------|---------------|----------------|---------------------------------|--------------------|-------------|
| 21010201   | 57351         | G0014          | 0210-10-1020-10201-57351 -G0014 | LED SIGNS          | 2023        |



| PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING | PO/REF2  |
|-----|---------|------------|-----|---|--------|----------------|----------|
| 10  | 113     | 04/04/2023 | API | 1 | 905054 |                | 20233473 |

| REF3   | REFERENCE   | AMOUNT    | P | CHECK NO | WARRANT | VOUCHER | CARRY FORWARD |
|--------|-------------|-----------|---|----------|---------|---------|---------------|
| 154008 | W 040623T   | 35,000.00 | Y | 68756    | 040623T | 157064  | N             |
|        |             | 35,000.00 |   |          |         |         |               |
|        | Ledyard     | 17,500.00 |   |          |         |         |               |
|        | Gales Ferry | 17,500.00 |   |          |         |         |               |

| <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>             |
|---------------------------|-----------------------------|
| GRAPHICS UNLIMITED LLC    | LED signs (2) - ARPA funded |





| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2022 | 12  | 789     | 06/29/2022 | API | 1 | 905126 |                |
| 2022 | 12  | 110     | 06/10/2022 | PRJ | 1 | IS     |                |
| 2022 | 12  | 93      | 06/01/2022 | API | 1 | 905877 |                |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2023 | 1   | 413     | 07/18/2022 | API | 1 | 902266 |                |
| 2023 | 1   | 304     | 07/22/2022 | PRJ | 1 | IS     |                |
| 2023 | 1   | 574     | 07/25/2022 | APM | 1 | 902266 |                |
| 2023 | 4   | 40      | 10/04/2022 | API | 1 | 902173 |                |
| 2023 | 5   | 123     | 11/07/2022 | APM | 1 | 904146 |                |
| 2023 | 5   | 122     | 11/07/2022 | APM | 1 | 904146 |                |
| 2023 | 5   | 121     | 11/07/2022 | APM | 1 | 904146 |                |
| 2023 | 5   | 415     | 11/29/2022 | API | 1 | 903071 |                |
| 2023 | 6   | 331     | 12/27/2022 | API | 1 | 904146 |                |
| 2023 | 7   | 501     | 01/24/2023 | API | 1 | 902054 |                |
| 2023 | 8   | 118     | 02/06/2023 | API | 1 | 902173 |                |
| 2023 | 9   | 164     | 03/07/2023 | API | 1 | 904146 |                |
| 2023 | 11  | 60      | 05/02/2023 | API | 1 | 906144 |                |
| 2023 | 11  | 60      | 05/02/2023 | API | 1 | 906144 |                |
| 2023 | 11  | 60      | 05/02/2023 | API | 1 | 901418 |                |
| 2023 | 11  | 149     | 05/12/2023 | PRJ | 1 | IS     |                |
| 2023 | 11  | 389     | 05/17/2023 | API | 1 | 902266 |                |
| 2023 | 11  | 389     | 05/17/2023 | API | 1 | 905126 |                |
| 2023 | 11  | 389     | 05/17/2023 | API | 1 | 903071 |                |
| 2023 | 11  | 389     | 05/17/2023 | API | 1 | 903071 |                |
| 2023 | 12  | 74      | 06/01/2023 | API | 1 | 902486 |                |
| 2023 | 12  | 74      | 06/01/2023 | API | 1 | 902486 |                |
| 2023 | 12  | 74      | 06/01/2023 | API | 1 | 902486 |                |
| 2023 | 12  | 74      | 06/01/2023 | API | 1 | 902486 |                |
| 2023 | 12  | 74      | 06/01/2023 | API | 1 | 905126 |                |
| 2023 | 12  | 74      | 06/01/2023 | API | 1 | 903071 |                |
| 2023 | 12  | 256     | 06/13/2023 | API | 1 | 905114 |                |
| 2023 | 12  | 256     | 06/13/2023 | API | 1 | 902266 |                |
| 2023 | 12  | 256     | 06/13/2023 | API | 1 | 902266 |                |
| 2023 | 12  | 712     | 06/28/2023 | API | 1 | 903071 |                |
| 2023 | 12  | 1551    | 06/30/2023 | API | 1 | 909352 |                |
| 2023 | 12  | 1551    | 06/30/2023 | API | 1 | 904146 |                |
| 2023 | 12  | 1477    | 06/30/2023 | API | 1 | 902486 |                |
| 2023 | 12  | 1056    | 06/30/2023 | API | 1 | 902266 |                |
| 2023 | 12  | 1056    | 06/30/2023 | API | 1 | 903071 |                |



| PO/REF2  | REF3    | REFERENCE       | AMOUNT   | P | CHECK NO | WARRANT | VOUCHER |
|----------|---------|-----------------|----------|---|----------|---------|---------|
| 20223185 | 141101  | W 063022T       | 395.00   | Y | 66124    | 063022T | 143859  |
| 6061022  | 6061022 | 6061 PR06102022 | 1,539.60 | Y | 0        |         |         |
| 20223184 | 140171  | W 060622T       | 300.00   | Y | 65888    | 060622T | 142900  |

FY 22 2,234.60 Sewer Pump

| PO/REF2  | REF3    | REFERENCE       | AMOUNT    | P | CHECK NO | WARRANT | VOUCHER |
|----------|---------|-----------------|-----------|---|----------|---------|---------|
| 20230571 | 141983  | W 072222CO      | 18.94     | Y | 0        |         | 144792  |
| 6072222  | 6072222 | 6072 PR07222022 | 1,060.00  | Y | 0        |         |         |
| 20230571 | 141983  | VOID            | -18.94    | Y | 0        |         | 144792  |
| 20231720 | 146342  | W 100622T       | 4,220.90  | Y | 67123    | 100622T | 149311  |
| 20231087 | 147050  | RCLS            | 6,585.00  | Y | 67294    | 102022T | 150022  |
| 20231087 | 143180  | RCLS            | 20,285.00 | Y | 66573    | 081122T | 146062  |
| 20220540 | 139684  | RCLS            | 6,158.00  | Y | 65781    | 051922T | 142403  |
| 20230432 | 148873  | W 120122        | 5,304.20  | Y | 67688    | 120122  | 151864  |
| 20231087 | 149980  | W 122822T       | 48,122.00 | Y | 67901    | 122822T | 152984  |
| 20230565 | 150987  | W 012523T       | 99,414.00 | Y | 68145    | 012523T | 153997  |
| 20230569 | 151493  | W 020723T       | 3,944.70  | Y | 68185    | 020723T | 154510  |
| 20231087 | 152697  | W 030823T       | 4,050.00  | Y | 68476    | 030823T | 155730  |
| 20233618 | 155059  | W 050423T       | 260.74    | Y | 69028    | 050423T | 158134  |
| 20233618 | 155061  | W 050423T       | 140.85    | Y | 69028    | 050423T | 158136  |
| 20233536 | 155152  | W 050423T       | 1,452.63  | Y | 69053    | 050423T | 158230  |
| 6051223  | 6051223 | 6051 PR05122023 | 4,034.54  | Y | 0        |         |         |
| 20230570 | 155689  | W 051823T       | 2,875.52  | Y | 69125    | 051823T | 158774  |
| 20230590 | 155695  | W 051823T       | 530.00    | Y | 69129    | 051823T | 158780  |
| 20230432 | 155865  | W 051823T       | 775.35    | Y | 69176    | 051823T | 158952  |
| 20230432 | 155866  | W 051823T       | 30.38     | Y | 69176    | 051823T | 158953  |
| 20230575 | 156431  | W 060523T       | 6,003.15  | Y | 69307    | 060523T | 159525  |
| 20230574 | 156432  | W 060523T       | 7,373.57  | Y | 69307    | 060523T | 159526  |
| 20230576 | 156433  | W 060523T       | 5,884.90  | Y | 69307    | 060523T | 159527  |
| 20230573 | 156434  | W 060523T       | 5,711.71  | Y | 69307    | 060523T | 159528  |
| 20230590 | 156294  | W 060523T       | 820.00    | Y | 69276    | 060523T | 159384  |
| 20230432 | 156452  | W 060523T       | 479.90    | Y | 69322    | 060523T | 159546  |
| 20233436 | 156753  | W 061523T       | 3,960.00  | Y | 69425    | 061523T | 159855  |
| 20230571 | 156710  | W 061523T       | 7,224.95  | Y | 69407    | 061523T | 159812  |
| 20230570 | 156711  | W 061523T       | 6,775.24  | Y | 69407    | 061523T | 159813  |
| 20230432 | 157460  | W 062923T       | 104.00    | Y | 69582    | 062923T | 160570  |
| 20230599 | 158598  | W 080823T       | 5,000.00  | Y | 69931    | 080823T | 161752  |
| 20231087 | 158599  | W 080823T       | 18,900.00 | Y | 69932    | 080823T | 161753  |
| 20233780 | 158268  | W 072723T       | 7,266.00  | Y | 69830    | 072723T | 161401  |
| 20230571 | 157712  | W 071323T       | 5,164.39  | Y | 69659    | 071323T | 160828  |
| 20230432 | 157805  | W 071323T       | 70.05     | Y | 69700    | 071323T | 160925  |

FY 23 289,981.67



185,881.67 Sewer Pump

104,100.00 Phase I Sewer

0.00 proof

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>    | <b>COMMENTS</b>                |
|----------------------|------------------------------|--------------------------------|
| N                    | EAST COAST SIGN & SUPPLY INC | Pump Station Work - Air Blower |
| N                    |                              | WARRANT=061022 RUN=6 TOWN PAY  |
| N                    | TENNETT TREE SERVICE INC     | Pump Station Work - Tree Remov |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>     | <b>COMMENTS</b>                |
|----------------------|-------------------------------|--------------------------------|
| N                    | DB ELECTRIC INC               | Pump Station Work (ARPA)       |
| N                    |                               | WARRANT=072222 RUN=6 TOWN PAY  |
| N                    | DB ELECTRIC INC               | Pump Station Work (ARPA) 2023  |
| N                    | HAYES PUMP INC                | Mission Alarm System Pump Stat |
| N                    | WESTON & SAMPSON ENGINEERS IN | Sewer Feasibility Study        |
| N                    | WESTON & SAMPSON ENGINEERS IN | Sewer Feasibility Study        |
| N                    | WESTON & SAMPSON ENGINEERS IN | Sewer Feasibility Study        |
| N                    | THE JACK FARRELLY COMPANY     | Supplies                       |
| N                    | WESTON & SAMPSON ENGINEERS IN | Sewer Feasibility Study        |
| N                    | SMITH & LOVELESS INC          | Sewer Feed Pump System Replace |
| N                    | HAYES PUMP INC                | Pump Station Work - Pump       |
| N                    | WESTON & SAMPSON ENGINEERS IN | Sewer Feasibility Study        |
| N                    | MCMASTER-CARR SUPPLY CO       | Pipe Fittings                  |
| N                    | MCMASTER-CARR SUPPLY CO       | Pipe Fittings                  |
| N                    | USABLUEBOOK                   | hose                           |
| N                    |                               | WARRANT=051223 RUN=6 TOWN PAY  |
| N                    | DB ELECTRIC INC               | Decanter Repairs ARPA          |
| N                    | EAST COAST SIGN & SUPPLY INC  | Pump Station Work - Air Blower |
| N                    | THE JACK FARRELLY COMPANY     | Supplies                       |
| N                    | THE JACK FARRELLY COMPANY     | Supplies                       |
| N                    | NEW LONDON COUNTY SEPTIC SERV | Pump Station Work - Excavation |
| N                    | NEW LONDON COUNTY SEPTIC SERV | Pump Station Work - Core Borin |
| N                    | NEW LONDON COUNTY SEPTIC SERV | Pump Station Work - Pipe Insta |
| N                    | NEW LONDON COUNTY SEPTIC SERV | Plant Water Pipe Repair (ARPA) |
| N                    | EAST COAST SIGN & SUPPLY INC  | Pump Station Work - Air Blower |
| N                    | THE JACK FARRELLY COMPANY     | Supplies                       |
| N                    | INLAND WATERS LLC             | Cleaning Wet Well              |
| N                    | DB ELECTRIC INC               | Pump Station Work (ARPA)       |
| N                    | DB ELECTRIC INC               | Decanter Repairs ARPA          |
| N                    | THE JACK FARRELLY COMPANY     | Supplies                       |
| N                    | US AUTOMATION INC             | Mission (ARPA)                 |
| N                    | WESTON & SAMPSON ENGINEERS IN | Sewer Feasibility Study        |
| N                    | NEW LONDON COUNTY SEPTIC SERV | Live Tap into Force Main       |
| N                    | DB ELECTRIC INC               | Pump Station Work (ARPA)       |
| N                    | THE JACK FARRELLY COMPANY     | Supplies                       |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> | <b>YEAR</b> |
|------------|---------------|----------------|---------------------------------|--------------------|-------------|
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |
| 21030301   | 51700         | G0014          | 0210-30-3030-30301-51700 -G0014 | COUNSELOR          | 2023        |

| PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING | PO/REF2  |
|-----|---------|------------|-----|---|--------|----------------|----------|
| 6   | 331     | 12/27/2022 | API | 1 | 904938 |                | 20232801 |
| 7   | 419     | 01/23/2023 | API | 1 | 904938 |                | 20232801 |
| 8   | 225     | 02/08/2023 | API | 1 | 904938 |                | 20232801 |
| 8   | 378     | 02/21/2023 | API | 1 | 904938 |                | 20232801 |
| 9   | 164     | 03/07/2023 | API | 1 | 904938 |                | 20232801 |
| 9   | 362     | 03/20/2023 | API | 1 | 904938 |                | 20232801 |
| 10  | 44      | 04/03/2023 | API | 1 | 904938 |                | 20232801 |
| 10  | 294     | 04/17/2023 | API | 1 | 904938 |                | 20232801 |
| 11  | 30      | 05/01/2023 | API | 1 | 904938 |                | 20232801 |
| 11  | 343     | 05/15/2023 | API | 1 | 904938 |                | 20232801 |
| 11  | 658     | 05/30/2023 | API | 1 | 904938 |                | 20232801 |
| 12  | 204     | 06/12/2023 | API | 1 | 904938 |                | 20232801 |
| 12  | 984     | 06/30/2023 | API | 1 | 904938 |                | 20232801 |

| REF3   | REFERENCE | AMOUNT   | P | CHECK NO | WARRANT | VOUCHER | CARRY FORWARD |
|--------|-----------|----------|---|----------|---------|---------|---------------|
| 149845 | W 122822T | 543.75   | Y | 67870    | 122822T | 152847  | N             |
| 150814 | W 012423T | 1,015.00 | Y | 68091    | 012423T | 153823  | N             |
| 151824 | W 021423T | 805.00   | Y | 68278    | 021423T | 154845  | N             |
| 152067 | W 022223T | 863.00   | Y | 68324    | 022223T | 155093  | N             |
| 152580 | W 030823T | 700.00   | Y | 68450    | 030823T | 155613  | N             |
| 153149 | W 032123T | 735.00   | Y | 68590    | 032123T | 156191  | N             |
| 153827 | W 040423T | 700.00   | Y | 68704    | 040423T | 156879  | N             |
| 154275 | W 041823T | 455.00   | Y | 68819    | 041823T | 157337  | N             |
| 154822 | W 050223T | 665.00   | Y | 68964    | 050223T | 157895  | N             |
| 155544 | W 051623T | 688.00   | Y | 69083    | 051623T | 158625  | N             |
| 156077 | W 053123T | 490.00   | Y | 69226    | 053123T | 159165  | N             |
| 156616 | W 061323T | 700.00   | Y | 69355    | 061323T | 159717  | N             |
| 157554 | W 071123T | 140.00   | Y | 69614    | 071123T | 160666  | N             |
|        |           | 8,499.75 |   |          |         |         |               |

| <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>          |
|---------------------------|--------------------------|
| AZRA LUPACCHINO           | Fee for service clincian |
| AZRA LUPACCHINO           | Fee for service clincian |
| AZRA LUPACCHINO           | Fee for service clincian |
| AZRA LUPACCHINO           | Fee for service clincian |
| AZRA LUPACCHINO           | Fee for service clincian |
| AZRA LUPACCHINO           | Fee for service clincian |
| AZRA LUPACCHINO           | Fee for service clincian |
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| AZRA LUPACCHINO           | Fee for service clincian |
| AZRA LUPACCHINO           | Fee for service clincian |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> |
|------------|---------------|----------------|---------------------------------|--------------------|
| 21020401   | 57410         | G0014          | 0210-20-2040-00000-57410 -G0014 | COMPUTER SOFTWARE  |
| 21020401   | 57410         | G0014          | 0210-20-2040-00000-57410 -G0014 | COMPUTER SOFTWARE  |

| <b>YEAR</b> | <b>PER</b> | <b>JOURNAL</b> | <b>EFF DATE</b> | <b>SRC</b> | <b>T</b> | <b>REF1</b> | <b>PROJECT STRING</b> |
|-------------|------------|----------------|-----------------|------------|----------|-------------|-----------------------|
| 2023        | 7          | 501            | 01/24/2023      | API        | 1        | 902656      |                       |
| 2023        | 4          | 338            | 10/31/2022      | API        | 1        | 902656      |                       |



| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20232820       | 150902      | W 012523T        | 4,000.00      | Y        | 68127           | 012523T        | 153912         |
| 20231869       | 147502      | W 110122T        | 4,000.00      | Y        | 67318           | 110122T        | 150478         |

8,000.00

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>                |
|----------------------|---------------------------|--------------------------------|
| N                    | ESO SOLUTIONS INC         | ESO software upgrade - ARPA po |
| N                    | ESO SOLUTIONS INC         | ESO software upgrade           |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>      |
|------------|---------------|----------------|---------------------------------|-------------------------|
| 21010201   | 57357         | G0014          | 0210-10-1020-10201-57357 -G0014 | SOLAR CHARGING STATIONS |
| 21010201   | 57357         | G0014          | 0210-10-1020-10201-57357 -G0014 | SOLAR CHARGING STATIONS |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>      |
|------------|---------------|----------------|---------------------------------|-------------------------|
| 21010201   | 57357         | G0014          | 0210-10-1020-10201-57357 -G0014 | SOLAR CHARGING STATIONS |
| 21010201   | 57357         | G0014          | 0210-10-1020-10201-57357 -G0014 | SOLAR CHARGING STATIONS |
| 21010201   | 57357         | G0014          | 0210-10-1020-10201-57357 -G0014 | SOLAR CHARGING STATIONS |

| <b>YEAR</b> | <b>PER</b> | <b>JOURNAL</b> | <b>EFF DATE</b> | <b>SRC</b> | <b>T</b> | <b>REF1</b> | <b>PROJECT STRING</b> |
|-------------|------------|----------------|-----------------|------------|----------|-------------|-----------------------|
| 2023        | 6          | 196            | 12/14/2022      | API        | 1        | 904967      |                       |
| 2023        | 6          | 196            | 12/14/2022      | API        | 1        | 904967      |                       |

| <b>YEAR</b> | <b>PER</b> | <b>JOURNAL</b> | <b>EFF DATE</b> | <b>SRC</b> | <b>T</b> | <b>REF1</b> | <b>PROJECT STRING</b> |
|-------------|------------|----------------|-----------------|------------|----------|-------------|-----------------------|
| 2024        | 5          | 30             | 11/01/2023      | API        | 1        | 900872      |                       |
| 2024        | 4          | 260            | 10/18/2023      | API        | 1        | 903903      |                       |
| 2024        | 4          | 260            | 10/18/2023      | API        | 1        | 902342      |                       |

| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20232698       | 149536      | W 121522T        | 4,996.00      | Y        | 67815           | 121522T        | 152534         |
| 20232697       | 149537      | W 121522T        | 500.00        | Y        | 67815           | 121522T        | 152535         |
|                |             |                  | 5,496.00      |          |                 |                |                |

| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20242217       | 162867      | W 110223T        | 14.32         | Y        | 70885           | 110223T        | 166132         |
| 20241995       | 162113      | W 101923T        | 239.98        | Y        | 70755           | 101923T        | 165364         |
| 20241994       | 162074      | W 101923T        | 65.84         | Y        | 70736           | 101923T        | 165324         |
|                |             |                  | 320.14        |          |                 |                |                |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>              |
|----------------------|---------------------------|------------------------------|
| N                    | LEGACY CONSULTING, LLC    | Solar Charging Stations      |
| N                    | LEGACY CONSULTING, LLC    | Legacy Consulting - LOGO Fee |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>  | <b>COMMENTS</b>                |
|----------------------|----------------------------|--------------------------------|
| N                    | HOLDRIDGE FARM NURSERY     | Solar Charging Stations - ARP  |
| N                    | RIVERHEAD BUILDING SUPPLY  | Solar Charging Stations Instal |
| N                    | HOME DEPOT CREDIT SERVICES | Solar Charging Station Install |



|          |       |       |                                 |                    |
|----------|-------|-------|---------------------------------|--------------------|
| 21014301 | 53342 | G0014 | 0210-14-1430-14301-53342 -G0014 | TOWN GREEN UPGRADE |
| 21014301 | 53342 | G0014 | 0210-14-1430-14301-53342 -G0014 | TOWN GREEN UPGRADE |
| 21014301 | 53342 | G0014 | 0210-14-1430-14301-53342 -G0014 | TOWN GREEN UPGRADE |
| 21014301 | 53342 | G0014 | 0210-14-1430-14301-53342 -G0014 | TOWN GREEN UPGRADE |
| 21014301 | 53342 | G0014 | 0210-14-1430-14301-53342 -G0014 | TOWN GREEN UPGRADE |
| 21014301 | 53342 | G0014 | 0210-14-1430-14301-53342 -G0014 | TOWN GREEN UPGRADE |
| 21014301 | 53342 | G0014 | 0210-14-1430-14301-53342 -G0014 | TOWN GREEN UPGRADE |



| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2022 | 12  | 1265    | 06/30/2022 | API | 1 | 900652 |                |
| 2022 | 12  | 1179    | 06/30/2022 | API | 1 | 904593 |                |
| 2022 | 12  | 393     | 06/14/2022 | API | 1 | 900652 |                |
| 2022 | 12  | 393     | 06/14/2022 | API | 1 | 904593 |                |
| 2022 | 12  | 393     | 06/14/2022 | API | 1 | 904586 |                |
| 2022 | 12  | 313     | 06/13/2022 | API | 1 | 906568 |                |
| 2022 | 12  | 93      | 06/01/2022 | API | 1 | 900872 |                |
| 2022 | 12  | 93      | 06/01/2022 | API | 1 | 900872 |                |
| 2022 | 12  | 93      | 06/01/2022 | API | 1 | 902342 |                |
| 2022 | 11  | 394     | 05/18/2022 | API | 1 | 902077 |                |
| 2022 | 10  | 294     | 04/19/2022 | API | 1 | 903449 |                |
| 2022 | 10  | 294     | 04/19/2022 | API | 1 | 902342 |                |
| 2022 | 10  | 294     | 04/19/2022 | API | 1 | 902077 |                |
| 2022 | 6   | 744     | 12/01/2021 | APM | 1 | 902486 |                |
| 2022 | 6   | 743     | 12/01/2021 | APM | 1 | 900872 |                |
| 2022 | 5   | 440     | 11/16/2021 | APM | 1 | 901523 |                |
| 2022 | 5   | 439     | 11/16/2021 | APM | 1 | 900872 |                |
| 2022 | 5   | 438     | 11/03/2021 | APM | 1 | 902077 |                |
| 2022 | 5   | 437     | 11/03/2021 | APM | 1 | 902342 |                |
| 2022 | 4   | 466     | 10/20/2021 | APM | 1 | 903221 |                |
| 2022 | 4   | 465     | 10/06/2021 | APM | 1 | 902266 |                |
| 2022 | 3   | 449     | 09/21/2021 | APM | 1 | 909037 |                |
| 2022 | 2   | 525     | 08/10/2021 | APM | 1 | 909037 |                |
| 2022 | 2   | 524     | 08/10/2021 | APM | 1 | 909037 |                |
| 2022 | 2   | 523     | 08/24/2021 | APM | 1 | 902342 |                |
| 2022 | 2   | 522     | 08/10/2021 | APM | 1 | 902342 |                |
| 2022 | 1   | 500     | 07/01/2021 | GEN | 1 | KF     |                |
| 2022 | 1   | 498     | 07/27/2021 | APM | 1 | 902342 |                |
| 2022 | 1   | 497     | 07/27/2021 | APM | 1 | 902342 |                |
| 2022 | 1   | 496     | 07/27/2021 | APM | 1 | 902342 |                |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2023 | 6   |         | 12/28/2022 | API |   | 904593 |                |
| 2023 | 5   | 415     | 11/29/2022 | API | 1 | 908851 |                |
| 2023 | 5   | 415     | 11/29/2022 | API | 1 | 908851 |                |
| 2023 | 5   | 415     | 11/29/2022 | API | 1 | 904917 |                |
| 2023 | 5   | 415     | 11/29/2022 | API | 1 | 903504 |                |
| 2023 | 5   | 292     | 11/17/2022 | API | 1 | 903619 |                |
| 2023 | 5   | 292     | 11/17/2022 | API | 1 | 902342 |                |
| 2023 | 5   | 292     | 11/17/2022 | API | 1 | 902342 |                |
| 2023 | 5   | 292     | 11/17/2022 | API | 1 | 908851 |                |
| 2023 | 5   | 292     | 11/17/2022 | API | 1 | 907237 |                |

|      |   |     |            |     |   |        |
|------|---|-----|------------|-----|---|--------|
| 2023 | 5 | 274 | 11/15/2022 | API | 1 | 904290 |
| 2023 | 4 | 204 | 10/19/2022 | API | 1 | 904786 |
| 2023 | 4 | 204 | 10/19/2022 | API | 1 | 904420 |
| 2023 | 4 | 40  | 10/04/2022 | API | 1 | 900652 |
| 2023 | 1 | 588 | 07/01/2022 | GEN | 1 | KF     |
| 2023 | 1 | 586 | 07/01/2022 | GEN | 1 | KF     |
| 2023 | 1 | 482 | 07/28/2022 | API | 1 | 902342 |

| PO/REF2  | REF3          | REFERENCE  | AMOUNT    | P | CHECK NO | WARRANT | VOUCHER |
|----------|---------------|------------|-----------|---|----------|---------|---------|
| 20223356 | 142087        | W 072722T  | 1,250.00  | Y | 66323    | 072722T | 144904  |
| 20222716 | 141604        | W 071422T  | 4,638.83  | Y | 66265    | 071422T | 144392  |
| 20223356 | 140411        | W 061622T  | 1,250.00  | Y | 65969    | 061622T | 143142  |
| 20222716 | 140419        | W 061622T  | 512.82    | Y | 65972    | 061622T | 143150  |
| 20222628 | 140571        | W 061622T  | 30,146.36 | Y | 66026    | 061622T | 143302  |
| 20223299 | 140386        | W 061422T  | 422.89    | Y | 65962    | 061422T | 143117  |
| 20222615 | 140111        | W 060622T  | 11.69     | Y | 65868    | 060622T | 142840  |
| 20222615 | 140112        | W 060622T  | 21.59     | Y | 65868    | 060622T | 142841  |
| 20222617 | 140118        | W 060622T  | 7.80      | Y | 65869    | 060622T | 142847  |
| 20222616 | 139656        | W 051922T  | 311.56    | Y | 65767    | 051922T | 142375  |
| 20222930 | 138274        | W 042122T  | 65.00     | Y | 65489    | 042122T | 140887  |
| 20222617 | 138291        | W 042122T  | 27.40     | Y | 65497    | 042122T | 140904  |
| 20222616 | 138335        | W 042122T  | 324.26    | Y | 65515    | 042122T | 140948  |
| 20221507 | 133156        | RCLS       | 800.00    | Y | 64336    | 120221T | 135685  |
| 20220963 | 133118        | RCLS       | 18.89     | Y | 64329    | 120221T | 135647  |
| 20221852 | 132703        | RCLS       | 165.00    | Y | 64207    | 111821T | 135228  |
| 20220963 | 132640        | RCLS       | 10.78     | Y | 64181    | 111821T | 135162  |
| 20221818 | 132231        | RCLS       | 452.05    | Y | 64098    | 110421T | 134758  |
| 20220877 | 132195        | RCLS       | 82.94     | Y | 64075    | 110421T | 134722  |
| 20220974 | 131516        | RCLS       | 354.29    | Y | 63947    | 102121T | 134038  |
| 20220968 | 130814        | RCLS       | 1,155.49  | Y | 63794    | 100721T | 133302  |
| 20220981 | 130137        | RCLS       | 306.90    | Y | 63677    | 092321T | 132604  |
| 20220981 | 128376        | RCLS       | 88.29     | Y | 63271    | 081221T | 130802  |
| 20220981 | 128375        | RCLS       | 36.12     | Y | 63271    | 081221T | 130801  |
| 20220877 | 129054        | RCLS       | 28.14     | Y | 63438    | 082621T | 131503  |
| 20220877 | 128455        | RCLS       | 121.00    | Y | 63290    | 081221T | 130881  |
| Reclass  | ARPA Eligible | Expense Re | 6,294.47  | Y | 0        |         |         |
| 20220877 | 127796        | RCLS       | 87.72     | Y | 63151    | 072921T | 130208  |
| 20220877 | 127794        | RCLS       | 6.90      | Y | 63151    | 072921T | 130206  |
| 20220877 | 127793        | RCLS       | 155.32    | Y | 63151    | 072921T | 130205  |
|          |               | FY 22      | 49,154.50 |   |          |         |         |

| PO/REF2  | REF3   | REFERENCE | AMOUNT    | P | CHECK NO | WARRANT | VOUCHER |
|----------|--------|-----------|-----------|---|----------|---------|---------|
| 20232639 | 150011 |           | 2,771.91  | N | 0        |         |         |
| 20232201 | 148854 | CRED MEMO | -409.50   | Y | 67681    | 120122  | 151845  |
| 20232201 | 148855 | W 120122  | 1,944.00  | Y | 67681    | 120122  | 151846  |
| 20232373 | 148866 | W 120122  | 24,064.00 | Y | 67686    | 120122  | 151857  |
| 20232455 | 148927 | W 120122  | 4,520.60  | Y | 67696    | 120122  | 151918  |
| 20232196 | 148403 | W 112122T | 61,433.07 | Y | 67540    | 112122T | 151388  |
| 20230087 | 148479 | W 112122T | 12.32     | Y | 67566    | 112122T | 151467  |
| 20230087 | 148481 | W 112122T | 36.96     | Y | 67566    | 112122T | 151469  |
| 20232201 | 148509 | W 112122T | 4,387.50  | Y | 67572    | 112122T | 151497  |
| 20232454 | 148530 | W 112122T | 4,950.00  | Y | 67581    | 112122T | 151519  |

|            |               |            |             |               |        |
|------------|---------------|------------|-------------|---------------|--------|
| 20232200   | 148260        | W 111622T  | 5,098.72 Y  | 67464 111622T | 151245 |
| 20231825   | 146833        | W 102022T  | 14,574.00 Y | 67238 102022T | 149805 |
| 20232183   | 147017        | W 102022T  | 2,255.00 Y  | 67286 102022T | 149989 |
| 20230321   | 146221        | W 100622T  | 180.00 Y    | 67107 100622T | 149190 |
| Correcting | Entry         | TG Upgrade | -6,294.47 Y | 0             |        |
| Expense Re | ARPA eligible | Reclass ex | 6,294.47 Y  | 0             |        |
| 20230087   | 142425        | W 080122T  | 26.92 Y     | 66405 080122T | 145260 |

Total FY 23 125,845.50

TG Upgrade portion 25,845.50

TG - Pole Barn 100,000.00

proof 0.00

Total 175,000.00

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>           | <b>COMMENTS</b>               |
|----------------------|-------------------------------------|-------------------------------|
| N                    | CLA ENGINEERS INC                   | Pole Barn Slab Design         |
| N                    | CUSTOM FENCE DESIGN LLC             | Pressure-Treated Guard Rail   |
| N                    | CLA ENGINEERS INC                   | Pole Barn Slab Design         |
| N                    | CUSTOM FENCE DESIGN LLC             | Pressure-Treated Guard Rail   |
| N                    | TOLLY'S CONSTRUCTION LLC            | Pole Barn Renovations         |
| N                    | LEDYARD WPCA                        | Water Usage                   |
| N                    | HOLDRIDGE FARM NURSERY              | Misc Items                    |
| N                    | HOLDRIDGE FARM NURSERY              | Misc Items                    |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |
| N                    | SITEONE LANDSCAPE SUPPLY LLC        | Misc Landscaping Items        |
| N                    | F.W. WEBB COMPANY                   | Misc Items                    |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |
| N                    | SITEONE LANDSCAPE SUPPLY LLC        | Misc Landscaping Items        |
| N                    | NEW LONDON COUNTY SEPTIC SERVICE IN | Landscaping Services          |
| N                    | HOLDRIDGE FARM NURSERY              | Misc Items                    |
| N                    | THIRTY MARKETING                    | STEAP Project Sign            |
| N                    | HOLDRIDGE FARM NURSERY              | Misc Items                    |
| N                    | SITEONE LANDSCAPE SUPPLY LLC        | Misc Landscaping Items        |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |
| N                    | GRAYBAR ELECTRIC COMPANY INC        | Misc Items                    |
| N                    | DB ELECTRIC INC                     | Misc Items                    |
| N                    | ELECTRICAL WHOLESALERS INC          | Misc Items                    |
| N                    | ELECTRICAL WHOLESALERS INC          | Misc Items                    |
| N                    | ELECTRICAL WHOLESALERS INC          | Misc Items                    |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |
| N                    |                                     | Expense Reclass-ARPA eligible |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |
| N                    | HOME DEPOT CREDIT SERVICES          | Misc Items                    |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>   | <b>COMMENTS</b>           |
|----------------------|-----------------------------|---------------------------|
| N                    | CUSTOM FENCE DESIGN LLC     | Pole Barn Guiderail       |
| N                    | MID CITY STEEL CORP         | Concrete Slab Mesh        |
| N                    | MID CITY STEEL CORP         | Concrete Slab Mesh        |
| N                    | RHODE ISLAND READY MIX LLC  | Concrete                  |
| N                    | WESCON CORP OF CONN         | Bituminous Asphalt        |
| N                    | BMP CONSTRUCTION, INC.      | Town Green Pole Barn Slab |
| N                    | HOME DEPOT CREDIT SERVICES  | Misc Items                |
| N                    | HOME DEPOT CREDIT SERVICES  | Misc Items                |
| N                    | MID CITY STEEL CORP         | Concrete Slab Mesh        |
| N                    | SHERIDAN ASPHALT PAVING LLC | Paving Services           |

|   |                                    |                               |
|---|------------------------------------|-------------------------------|
| N | ADELMAN SAND & GRAVEL INC          | Crushed Stone                 |
| N | BRETT PAWLAK BUILDERS LLC          | Holdridge Pavilion Reroofing  |
| N | ULTIPLAY - PARKS & PLAYGROUNDS INC | Trash Container Lids          |
| N | CLA ENGINEERS INC                  | Engineering Design Services   |
| N |                                    | Correcting Entry              |
| N |                                    | Expense Reclass-ARPA eligible |
| N | HOME DEPOT CREDIT SERVICES         | Misc Items                    |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>   |
|------------|---------------|----------------|---------------------------------|----------------------|
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>   |
|------------|---------------|----------------|---------------------------------|----------------------|
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |
| 20810201   | 53405         | G0014          | 0208-00-1020-00000-53405 -G0014 | PROGRAM EXPENDITURES |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2023 | 6   | 334     | 12/28/2022 | APM | 1 | 903998 |                |
| 2023 | 7   | 155     | 01/05/2023 | APM | 1 | 901344 |                |
| 2023 | 7   | 249     | 01/10/2023 | API | 1 | 901344 |                |
| 2023 | 7   | 831     | 01/30/2023 | GEN | 1 | KF     |                |
| 2023 | 9   | 164     | 03/07/2023 | API | 1 | 903998 |                |
| 2023 | 9   | 362     | 03/20/2023 | API | 1 | 905039 |                |
| 2023 | 10  | 113     | 04/04/2023 | API | 1 | 902486 |                |
| 2023 | 10  | 353     | 04/19/2023 | API | 1 | 903998 |                |
| 2023 | 10  | 353     | 04/19/2023 | API | 1 | 905039 |                |
| 2023 | 12  | 712     | 06/28/2023 | API | 1 | 903998 |                |
| 2023 | 12  | 1056    | 06/30/2023 | API | 1 | 903998 |                |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2024 | 4   | 260     | 10/18/2023 | API | 1 | 901344 |                |
| 2024 | 4   | 27      | 10/03/2023 | API | 1 | 903998 |                |
| 2024 | 4   | 27      | 10/03/2023 | API | 1 | 901344 |                |
| 2024 | 4   | 27      | 10/03/2023 | API | 1 | 901344 |                |



| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20232485       | 148400      | RCLS             | 761.00        | Y        | 67537           | 112122T        | 151385         |
| 20230260       | 143104      | RCLS             | 180.30        | Y        | 66560           | 081122T        | 145986         |
| 20232835       | 150405      | W 011223T        | 419.60        | Y        | 68044           | 011223T        | 153411         |
| AARPA          | Wrong Acc   | Reclass          | 3,106.00      | Y        |                 | 0              |                |
| 20232485       | 152609      | W 030823T        | 353.00        | Y        | 68416           | 030823T        | 155642         |
| 20233341       | 153178      | W 032123T        | 4,200.00      | Y        | 68547           | 032123T        | 156220         |
| 20233463       | 154083      | W 040623T        | 650.00        | Y        | 68772           | 040623T        | 157142         |
| 20232485       | 154387      | W 042023T        | 2,060.00      | Y        | 68850           | 042023T        | 157450         |
| 20233578       | 154545      | W 042023T        | 14,995.00     | Y        | 68854           | 042023T        | 157612         |
| 20232485       | 157179      | W 062923T        | 677.00        | Y        | 69533           | 062923T        | 160286         |
| 20232485       | 157674      | W 071323T        | 77.00         | Y        | 69638           | 071323T        | 160787         |

27,478.90

| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20241949       | 162129      | W 101923T        | 263.12        | Y        | 70764           | 101923T        | 165380         |
| 20240643       | 161286      | W 100523T        | 1,818.00      | Y        | 70581           | 100523T        | 164518         |
| 20241949       | 161403      | W 100523T        | 190.16        | Y        | 70631           | 100523T        | 164638         |
| 20241949       | 161404      | W 100523T        | 184.08        | Y        | 70631           | 100523T        | 164639         |

2,455.36

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>               | <b>COMMENTS</b>                |
|----------------------|---|--------------------------------|
| N                    | A & E SERVICES GROUP, LLC               | consulting services - ARPA Hou |
| N                    | A & E SERVICES GROUP, LLC               | consulting services - ARPA Hou |
| N                    | A & E SERVICES GROUP, LLC               | consulting services - ARPA Hou |
| N                    | AMERICAN GENERAL BUILDING SERVICES, LLC | Roofing - 25 Washington Dr. -  |
| N                    | NEW LONDON COUNTY SEPTIC SERVICE, INC.  | Soil testing 25 Village Dr., L |
| N                    | AMERICAN GENERAL BUILDING SERVICES, LLC | Heating Unit - ARPA funded     |
| N                    | A & E SERVICES GROUP, LLC               | consulting services - ARPA Hou |
| N                    |   | Reclass to AARPA Expense Acct  |
| N                    | THE DAY PUBLISHING COMPANY              | RFP postings for ARPA Housing  |
| N                    | THE DAY PUBLISHING COMPANY              | Legal Notices - The New London |
| N                    | A & E SERVICES GROUP, LLC               | consulting services - ARPA Hou |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>  | <b>COMMENTS</b>                |
|----------------------|----------------------------|--------------------------------|
| N                    | THE DAY PUBLISHING COMPANY | Legal ads - ARPA Housing Rehab |
| N                    | A & E SERVICES GROUP, LLC  | consulting services - ARPA Hou |
| N                    | THE DAY PUBLISHING COMPANY | Legal ads - ARPA Housing Rehab |
| N                    | THE DAY PUBLISHING COMPANY | Legal ads - ARPA Housing Rehab |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>   |
|------------|---------------|----------------|---------------------------------|----------------------|
| 21010103   | 54500         | G0014          | 0210-14-1010-10103-54500 -G0014 | BUILDING MAINTENANCE |
| 21010103   | 54500         | G0014          | 0210-14-1010-10103-54500 -G0014 | BUILDING MAINTENANCE |
| 21010103   | 54500         | G0014          | 0210-14-1010-10103-54500 -G0014 | BUILDING MAINTENANCE |
| 21010103   | 54500         | G0014          | 0210-14-1010-10103-54500 -G0014 | BUILDING MAINTENANCE |
| 21010103   | 54500         | G0014          | 0210-14-1010-10103-54500 -G0014 | BUILDING MAINTENANCE |
| 21010103   | 54500         | G0014          | 0210-14-1010-10103-54500 -G0014 | BUILDING MAINTENANCE |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2023 | 4   | 204     | 10/19/2022 | API | 1 | 904803 |                |
| 2023 | 5   | 292     | 11/17/2022 | API | 1 | 904803 |                |
| 2023 | 5   | 292     | 11/17/2022 | API | 1 | 903831 |                |
| 2023 | 7   | 249     | 01/10/2023 | API | 1 | 903831 |                |
| 2023 | 8   | 225     | 02/08/2023 | API | 1 | 904757 |                |
| 2023 | 11  | 658     | 05/30/2023 | API | 1 | 904803 |                |

| PO/REF2  | REF3   | REFERENCE | AMOUNT   | P | CHECK NO | WARRANT | VOUCHER |
|----------|--------|-----------|----------|---|----------|---------|---------|
| 20231935 | 146981 | W 102022T | 1,814.00 | Y | 67265    | 102022T | 149953  |
| 20232198 | 148488 | W 112122T | 785.00   | Y | 67569    | 112122T | 151476  |
| 20231936 | 148521 | W 112122T | 3,200.00 | Y | 67577    | 112122T | 151510  |
| 20232410 | 150398 | W 011223T | 1,650.00 | Y | 68037    | 011223T | 153404  |
| 20232446 | 151782 | W 021423T | 3,000.00 | Y | 68267    | 021423T | 154802  |
| 20233458 | 156071 | W 053123T | 1,740.00 | Y | 69221    | 053123T | 159159  |

Total 12,189.00

Sawmill 4,740.00

NLH 7,449.00

Proof 0.00

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>                |
|----------------------|---------------------------|--------------------------------|
| N                    | KELLEY JOHN A             | John Kelley - Historic         |
| N                    | KELLEY JOHN A             | John Kelley - Historic         |
| N                    | PRO PLUMBING LLC          | Pro Plumbing - Historic        |
| N                    | PRO PLUMBING LLC          | Pro-Plumbing - Historic        |
| N                    | JAMES K GRANT ASSOCIATE   | James Grant Associates - Histo |
| N                    | JOHN A KELLEY             | John Kelly - Historic / Sawmil |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> | <b>YEAR</b> |
|------------|---------------|----------------|---------------------------------|--------------------|-------------|
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |
| 21040107   | 54005         | G0014          | 0210-40-4010-40107-54005 -G0014 | ROAD RESTORATION   | 2023        |

| PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING | PO/REF2  |
|-----|---------|------------|-----|---|--------|----------------|----------|
| 5   | 90      | 11/02/2022 | API | 1 | 908022 |                | 20230615 |
| 3   | 90      | 09/07/2022 | API | 1 | 908022 |                | 20230615 |
| 2   | 544     | 08/25/2022 | API | 1 | 900731 |                | 20230613 |
| 2   | 544     | 08/25/2022 | API | 1 | 900731 |                | 20230614 |
| 2   | 210     | 08/10/2022 | API | 1 | 904680 |                | 20230324 |
| 2   | 210     | 08/10/2022 | API | 1 | 903504 |                | 20230542 |
| 2   | 210     | 08/10/2022 | API | 1 | 903504 |                | 20230542 |
| 2   | 210     | 08/10/2022 | API | 1 | 904713 |                | 20230533 |
| 1   | 482     | 07/28/2022 | API | 1 | 900731 |                | 20230322 |
| 1   | 482     | 07/28/2022 | API | 1 | 900731 |                | 20230613 |
| 1   | 482     | 07/28/2022 | API | 1 | 900731 |                | 20230612 |
| 1   | 482     | 07/28/2022 | API | 1 | 904680 |                | 20230324 |
| 1   | 482     | 07/28/2022 | API | 1 | 904680 |                | 20230324 |



| REF3   | REFERENCE | AMOUNT     | P | CHECK NO | WARRANT | VOUCHER | CARRY FORWARD |
|--------|-----------|------------|---|----------|---------|---------|---------------|
| 147787 | W 110322T | 26,338.15  | Y | 67409    | 110322T | 150765  | N             |
| 144745 | W 090822T | 58,880.05  | Y | 66804    | 090822T | 147683  | N             |
| 144018 | W 082922T | 600.00     | Y | 66695    | 082922T | 146943  | N             |
| 144024 | W 082922T | 2,200.00   | Y | 66695    | 082922T | 146949  | N             |
| 142879 | W 081122T | 1,290.00   | Y | 66514    | 081122T | 145746  | N             |
| 143174 | W 081122T | 2,024.40   | Y | 66571    | 081122T | 146056  | N             |
| 143176 | W 081122T | 351.40     | Y | 66571    | 081122T | 146058  | N             |
| 143085 | W 081122T | 741.00     | Y | 66549    | 081122T | 145967  | N             |
| 142451 | W 080122T | 7,500.00   | Y | 66426    | 080122T | 145287  | N             |
| 142452 | W 080122T | 3,000.00   | Y | 66426    | 080122T | 145288  | N             |
| 142453 | W 080122T | 2,500.00   | Y | 66426    | 080122T | 145289  | N             |
| 142314 | W 080122T | 5,160.00   | Y | 66382    | 080122T | 145143  | N             |
| 142315 | W 080122T | 4,300.00   | Y | 66382    | 080122T | 145144  | N             |
|        |           | 114,885.00 |   |          |         |         |               |

| <b>VDR NAME/ITEM DESC</b>               | <b>COMMENTS</b>              |
|---|------------------------------|
| PASTERYAK CHARLES JR INC ASPHALT PAVING | Road Resurfacing             |
| PASTERYAK CHARLES JR INC ASPHALT PAVING | Road Resurfacing             |
| T.D.C. EXCAVATING LLC                   | Drainage Work Misc Roads     |
| T.D.C. EXCAVATING LLC                   | Drainage Work Van Tassell Dr |
| CONNECTICUT PRECAST CORPORATION         | Misc CB Components           |
| WESCON CORP OF CONN                     | Misc Asphalt                 |
| WESCON CORP OF CONN                     | Misc Asphalt                 |
| PRECISE TRAFFIC CONTROL LLC             | Traffic Control Services     |
| T.D.C. EXCAVATING LLC                   | Drainage Work                |
| T.D.C. EXCAVATING LLC                   | Drainage Work Misc Roads     |
| T.D.C. EXCAVATING LLC                   | Drainage Work Crocker Hill   |
| CONNECTICUT PRECAST CORPORATION         | Misc CB Components           |
| CONNECTICUT PRECAST CORPORATION         | Misc CB Components           |





| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2023 | 2   | 544     | 08/25/2022 | API | 1 | 904612 |                |
| 2023 | 3   | 90      | 09/07/2022 | API | 1 | 904612 |                |
| 2023 | 7   | 419     | 01/23/2023 | API | 1 | 904983 |                |
| 2023 | 8   | 225     | 02/08/2023 | API | 1 | 903449 |                |
| 2023 | 8   | 505     | 02/22/2023 | API | 1 | 904983 |                |
| 2023 | 8   | 505     | 02/22/2023 | API | 1 | 904983 |                |
| 2023 | 8   | 505     | 02/22/2023 | API | 1 | 904983 |                |
| 2023 | 8   | 525     | 02/27/2023 | API | 1 | 904983 |                |
| 2023 | 9   | 239     | 03/01/2023 | API | 1 | 900575 |                |
| 2023 | 9   | 404     | 03/22/2023 | API | 1 | 909037 |                |
| 2023 | 9   | 404     | 03/22/2023 | API | 1 | 909037 |                |
| 2023 | 9   | 404     | 03/22/2023 | API | 1 | 909037 |                |
| 2023 | 9   | 404     | 03/22/2023 | API | 1 | 909037 |                |
| 2023 | 9   | 404     | 03/22/2023 | API | 1 | 909037 |                |
| 2023 | 9   | 404     | 03/22/2023 | API | 1 | 909037 |                |
| 2023 | 10  | 113     | 04/04/2023 | API | 1 | 909037 |                |
| 2023 | 10  | 353     | 04/19/2023 | API | 1 | 904983 |                |
| 2023 | 10  | 353     | 04/19/2023 | API | 1 | 904983 |                |
| 2023 | 10  | 613     | 04/26/2023 | API | 1 | 900575 |                |
| 2023 | 10  | 613     | 04/26/2023 | API | 1 | 900575 |                |
| 2023 | 11  | 343     | 05/15/2023 | API | 1 | 902266 |                |
| 2023 | 11  | 651     | 05/31/2023 | APM | 1 | 900575 |                |
| 2023 | 11  | 650     | 05/31/2023 | APM | 1 | 900575 |                |
| 2023 | 12  | 256     | 06/13/2023 | API | 1 | 904983 |                |

Budget

80,000.00

200,000.00

155,000.00

435,000.00

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2024 | 5   | 210     | 11/14/2023 | API | 1 | 902266 |                |
| 2024 | 5   | 544     | 11/29/2023 | API | 1 | 904983 |                |

Budget

12,271.94

| PO/REF2  | REF3   | REFERENCE | AMOUNT    | P | CHECK NO | WARRANT | VOUCHER |
|----------|--------|-----------|-----------|---|----------|---------|---------|
| 20230235 | 144033 | W 082922T | 27,153.19 | Y | 66698    | 082922T | 146959  |
| 20230235 | 144755 | W 090822T | 7,947.81  | Y | 66812    | 090822T | 147693  |
| 20232463 | 150828 | W 012423T | 20,000.00 | Y | 68077    | 012423T | 153837  |
| 20232819 | 151779 | W 021423T | 2,852.06  | Y | 68264    | 021423T | 154799  |
| 20232463 | 152124 | W 022323T | 9,775.00  | Y | 68347    | 022323T | 155151  |
| 20233133 | 152125 | W 022323T | 73,500.00 | Y | 68347    | 022323T | 155152  |
| 20233134 | 152126 | W 022323T | 5,000.00  | Y | 68347    | 022323T | 155153  |
| 20233134 | 152408 | W 022723T | 90,000.00 | Y | 68412    | 022723T | 155440  |
| 20233206 | 152525 | W 030223T | 1,443.58  | Y | 68542    | 030223T | 155557  |
| 20233311 | 153353 | W 032323T | 1,515.79  | Y | 68645    | 032323T | 156400  |
| 20233311 | 153354 | W 032323T | 225.30    | Y | 68645    | 032323T | 156401  |
| 20233311 | 153355 | W 032323T | 22.46     | Y | 68645    | 032323T | 156402  |
| 20233311 | 153356 | W 032323T | 971.89    | Y | 68645    | 032323T | 156403  |
| 20233311 | 153357 | W 032323T | 2,842.06  | Y | 68645    | 032323T | 156404  |
| 20233311 | 153358 | CRED MEMO | -450.33   | Y | 68645    | 032323T | 156405  |
| 20233311 | 153960 | W 040623T | 542.27    | Y | 68747    | 040623T | 157015  |
| 20233134 | 154389 | W 042023T | 95,000.00 | Y | 68852    | 042023T | 157452  |
| 20233133 | 154390 | W 042023T | 73,500.00 | Y | 68852    | 042023T | 157453  |
| 20233206 | 155481 | CRED MEMO | -21.28    | Y | 69060    | 050423T | 158562  |
| 20233206 | 155482 | W 050423T | 17.82     | Y | 69060    | 050423T | 158563  |
| 20232461 | 155568 | W 051623T | 2,625.64  | Y | 69068    | 051623T | 158649  |
| 20233206 | 155481 | RCLS      | -28.72    | Y | 69060    | 050423T | 158562  |
| 20233206 | 155482 | RCLS      | 239.43    | Y | 69060    | 050423T | 158563  |
| 20233134 | 156667 | W 061523T | 9,460.37  | Y | 69380    | 061523T | 159769  |

|             |            |            |
|-------------|------------|------------|
| FY 23 total | 424,134.34 | Balance    |
| Town Hall   | 67,728.06  | 12,271.94  |
| ESB         | 204,023.84 | (4,023.84) |
| Senior      | 152,382.44 | 2,617.56   |
| Proof       | 0.00       | 10,865.66  |

| PO/REF2  | REF3   | REFERENCE | AMOUNT   | P | CHECK NO | WARRANT | VOUCHER |
|----------|--------|-----------|----------|---|----------|---------|---------|
| 20242375 | 163208 | W 111623T | 2,078.92 | Y | 70969    | 111623T | 166480  |
| 20240195 | 163795 | W 113023T | 9,925.00 | Y | 71104    | 113023T | 167084  |

|             |           |         |
|-------------|-----------|---------|
| FY 24 total | 12,003.92 | Balance |
|-------------|-----------|---------|

Town Hall

12,003.92

268.02



| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>        | <b>COMMENTS</b>                |
|----------------------|----------------------------------|--------------------------------|
| N                    | TRANE US INC                     | HVAC System Equipment          |
| N                    | TRANE US INC                     | HVAC System Equipment          |
| N                    | AIR TEMP MECHANICAL SERVICES INC | Town Hall HVAC Improvements    |
| N                    | F.W. WEBB COMPANY                | MIS Room HVAC Unit             |
| N                    | AIR TEMP MECHANICAL SERVICES INC | Town Hall HVAC Improvements    |
| N                    | AIR TEMP MECHANICAL SERVICES INC | Senior Center HVAC Improvement |
| N                    | AIR TEMP MECHANICAL SERVICES INC | ESB HVAC Improvements          |
| N                    | AIR TEMP MECHANICAL SERVICES INC | ESB HVAC Improvements          |
| N                    | BANK OF AMERICA                  | Misc Items                     |
| N                    | ELECTRICAL WHOLESALERS INC       | Misc Electrical Items          |
| N                    | ELECTRICAL WHOLESALERS INC       | Misc Electrical Items          |
| N                    | ELECTRICAL WHOLESALERS INC       | Misc Electrical Items          |
| N                    | ELECTRICAL WHOLESALERS INC       | Misc Electrical Items          |
| N                    | ELECTRICAL WHOLESALERS INC       | Misc Electrical Items          |
| N                    | ELECTRICAL WHOLESALERS INC       | Misc Electrical Items          |
| N                    | ELECTRICAL WHOLESALERS INC       | Misc Electrical Items          |
| N                    | AIR TEMP MECHANICAL SERVICES INC | ESB HVAC Improvements          |
| N                    | AIR TEMP MECHANICAL SERVICES INC | Senior Center HVAC Improvement |
| N                    | BANK OF AMERICA                  | Misc Items                     |
| N                    | BANK OF AMERICA                  | Misc Items                     |
| N                    | DB ELECTRIC INC                  | Electrician Services           |
| N                    | BANK OF AMERICA                  | Misc Items                     |
| N                    | BANK OF AMERICA                  | Misc Items                     |
| N                    | AIR TEMP MECHANICAL SERVICES INC | ESB HVAC Improvements          |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>        | <b>COMMENTS</b>             |
|----------------------|----------------------------------|-----------------------------|
| N                    | DB ELECTRIC INC                  | Misc Electrical Services    |
| N                    | AIR TEMP MECHANICAL SERVICES INC | Town Hall HVAC Improvements |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> | <b>YEAR</b> | <b>PER</b> |
|------------|---------------|----------------|---------------------------------|--------------------|-------------|------------|
| 21020103   | 57300         | G0014          | 0210-20-2010-20103-57300 -G0014 | NEW EQUIPMENT      | 2022        | 12         |
| 21020103   | 57300         | G0014          | 0210-20-2010-20103-57300 -G0014 | NEW EQUIPMENT      | 2022        | 12         |
| 21020103   | 57300         | G0014          | 0210-20-2010-20103-57300 -G0014 | NEW EQUIPMENT      | 2023        | 2          |

| JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING | PO/REF2  | REF3   | REFERENCE | AMOUNT    | P |
|---------|------------|-----|---|--------|----------------|----------|--------|-----------|-----------|---|
| 1825    | 06/30/2022 | API | 1 | 900575 |                | 20223495 | 144877 | W 091522T | 639.98    | Y |
| 1329    | 06/30/2022 | API | 1 | 902906 |                | 20223479 | 142720 | W 080922T | 3,214.40  | Y |
| 486     | 08/24/2022 | API | 1 | 906692 |                | 20231452 | 143799 | W 082422T | 56,632.60 | Y |

60,486.98

| CHECK NO | WARRANT | VOUCHER | CARRY FORWARD | VDR NAME/ITEM DESC      | COMMENT     |
|----------|---------|---------|---------------|-------------------------|-------------|
| 66827    | 091522T | 147818  | N             | BANK OF AMERICA         | Monitors fc |
| 66462    | 080922T | 145576  | N             | W.B. MASON CO INC       | NEW CORN    |
| 66610    | 082422T | 146716  | N             | COMMUNICATIONS PLUS LLC | Replace dis |

**S**  
or new communication  
IER DESK

patch stations (2)

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  |
|------------|---------------|----------------|---------------------------------|
| 21010201   | 57353         | G0014          | 0210-10-1020-10201-57353 -G0014 |

| DESCRIPTION              | YEAR | PER | JOURNAL | EFF DATE   | SRC | T |
|--------------------------|------|-----|---------|------------|-----|---|
| FOOD PANTRY IMPROVEMENTS | 2023 |     | 2       | 08/16/2022 | API | 1 |

| REF1   | PROJECT STRING | PO/REF2  | REF3   | REFERENCE | AMOUNT   | P | CHECK NO |
|--------|----------------|----------|--------|-----------|----------|---|----------|
| 904725 |                | 20231294 | 143202 | W 081622T | 8,700.00 | Y | 66578    |



| <b>WARRANT</b> | <b>VOUCHER</b> | <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>      |
|----------------|----------------|----------------------|---------------------------|----------------------|
| 081622T        | 146084         | N                    | ANA CONTRACTING LLC       | FP Roof - ARPA Funds |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>         |
|------------|---------------|----------------|---------------------------------|----------------------------|
| 21090305   | 53300         | G0014          | 0210-10-1210-12101-53300 -G0014 | PROFESSIONAL/TECH SERVICES |
| 21090305   | 53300         | G0014          | 0210-10-1210-12101-53300 -G0014 | PROFESSIONAL/TECH SERVICES |
| 21090305   | 53300         | G0014          | 0210-10-1210-12101-53300 -G0014 | PROFESSIONAL/TECH SERVICES |

| <b>YEAR</b> | <b>PER</b> | <b>JOURNAL</b> | <b>EFF DATE</b> | <b>SRC</b> | <b>T</b> | <b>REF1</b> | <b>PROJECT STRING</b> |
|-------------|------------|----------------|-----------------|------------|----------|-------------|-----------------------|
| 2023        | 3          | 300            | 09/21/2022      | API        | 1        | 904749      |                       |
| 2023        | 2          | 210            | 08/10/2022      | API        | 1        | 901334      |                       |
| 2023        | 1          | 482            | 07/28/2022      | API        | 1        | 901111      |                       |

| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20231420       | 145742      | W 092622T        | 10,000.00     | Y        | 66990           | 092622T        | 148701         |
| 20231273       | 143052      | W 081122T        | 43,270.00     | Y        | 66539           | 081122T        | 145927         |
| 20231074       | 142457      | W 080122T        | 15,000.00     | Y        | 66430           | 080122T        | 145293         |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b>              |
|----------------------|--|
| N                    | NEW LONDON HOMELESS HOSPITALITY CENTER |
| N                    | LEDGE LIGHT HEALTH DIST                |
| N                    | TVCCA                                  |

**COMMENTS**

ARPA subrecipient award

ARPA subrecipient award

ARPA funding per 12/8/21 Counc

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> | <b>YEAR</b> |
|------------|---------------|----------------|---------------------------------|--------------------|-------------|
| 20360101   | 53335         | G0014          | 0203-60-6010-60101-53335 -G0014 | SITE IMPROVEMENT   | 2023        |
| 20360101   | 53335         | G0014          | 0203-60-6010-60101-53335 -G0014 | SITE IMPROVEMENT   | 2023        |

| PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING | PO/REF2  |
|-----|---------|------------|-----|---|--------|----------------|----------|
| 4   | 19      | 10/03/2022 | API | 1 | 901271 |                | 20232092 |
| 12  | 74      | 06/01/2023 | API | 1 | 904727 |                | 20232103 |



| REF3   | REFERENCE | AMOUNT    | P | CHECK NO | WARRANT | VOUCHER | CARRY FORWARD |
|--------|-----------|-----------|---|----------|---------|---------|---------------|
| 146130 | W 100422T | 27,296.00 | Y | 67036    | 100422T | 149098  | N             |
| 156442 | W 060523T | 22,815.00 | Y | 69315    | 060523T | 159536  | N             |
|        |           | 50,111.00 |   |          |         |         |               |

| <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>             |
|---------------------------|-----------------------------|
| GAME TIME                 | 2-5 Yr Old Playscape        |
| RUBBER RECYCLE            | Playground Safety Surfacing |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> |
|------------|---------------|----------------|---------------------------------|--------------------|
| 21012151   | 57410         | G0014          | 0210-14-1215-12109-57410 -G0014 | COMPUTER SOFTWARE  |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2023 | 4   | 329     | 10/31/2022 | APM | 1 | 904144 |                |

| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20230616       | 142290      | RCLS             | 10,500.00     | Y        | 66378           | 080122T        | 145119         |
|                |             |                  | 10,500.00     |          |                 |                |                |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>                |
|----------------------|---------------------------|--------------------------------|
| N                    | CLEARGOV INC              | ClearGov Digital Budget Book S |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>      |
|------------|---------------|----------------|---------------------------------|-------------------------|
| 21040111   | 58244         | G0014          | 0210-40-4011-40111-58244 -G0014 | BUILDING & GROUNDS MISC |
| 21040111   | 58244         | G0014          | 0210-40-4011-40111-58244 -G0014 | BUILDING & GROUNDS MISC |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>      |
|------------|---------------|----------------|---------------------------------|-------------------------|
| 21040111   | 58244         | G0014          | 0210-40-4011-40111-58244 -G0014 | BUILDING & GROUNDS MISC |

| <b>YEAR</b> | <b>PER</b> | <b>JOURNAL</b> | <b>EFF DATE</b> | <b>SRC</b> | <b>T</b> | <b>REF1</b> | <b>PROJECT STRING</b> |
|-------------|------------|----------------|-----------------|------------|----------|-------------|-----------------------|
| 2022        | 12         | 1433           | 06/30/2022      | API        | 1        | 900575      |                       |
| 2022        | 12         | 543            | 06/21/2022      | API        | 1        | 900575      |                       |

| <b>YEAR</b> | <b>PER</b> | <b>JOURNAL</b> | <b>EFF DATE</b> | <b>SRC</b> | <b>T</b> | <b>REF1</b> | <b>PROJECT STRING</b> |
|-------------|------------|----------------|-----------------|------------|----------|-------------|-----------------------|
| 2023        | 7          | 224            | 01/09/2023      | API        | 1        | 903760      |                       |



| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20220148       | 143245      | W 081022T        | 2,445.00      | Y        | 66579           | 081022T        | 146128         |
| 20220148       | 140778      | W 062322T        | 31.84         | Y        | 66037           | 062322T        | 143512         |
|                |             |                  | 2,476.84      |          |                 |                |                |

| <b>PO/REF2</b> | <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|-------------|------------------|---------------|----------|-----------------|----------------|----------------|
| 20232096       | 150278      | W 011023T        | 43.16         | Y        | 67995           | 011023T        | 153284         |
|                |             |                  | 43.16         |          |                 |                |                |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b> |
|----------------------|---------------------------|-----------------|
| N                    | BANK OF AMERICA           | Misc Items      |
| N                    | BANK OF AMERICA           | Misc Items      |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b> |
|----------------------|---------------------------|-----------------|
| N                    | UNITED RENTALS INC        | Lift Rental     |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>     |
|------------|---------------|----------------|---------------------------------|------------------------|
| 21030501   | 58235         | G0014          | 0210-30-3050-30501-58235 -G0014 | SENIOR CENTER FACILITY |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING |
|------|-----|---------|------------|-----|---|--------|----------------|
| 2023 |     | 12      | 06/01/2023 | API |   | 901687 |                |

| PO/REF2  | REF3   | REFERENCE | AMOUNT   | P | CHECK NO | WARRANT | VOUCHER |
|----------|--------|-----------|----------|---|----------|---------|---------|
| 20233303 | 156291 |           | 4,972.00 | N |          | 0       |         |
|          |        |           | 4,972.00 |   |          |         |         |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>                |
|----------------------|---------------------------|--------------------------------|
| N                    | DOOR CONTROL INC          | Handicap Door Operator Install |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>   |
|------------|---------------|----------------|---------------------------------|----------------------|
| 20830301   | 54198         | G0014          | 0208-00-3030-00000-54198 -G0014 | LYS ENRICHMENT GRANT |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b>   |
|------------|---------------|----------------|---------------------------------|----------------------|
| 20830301   | 54198         | G0014          | 0208-00-3030-00000-54198 -G0014 | LYS ENRICHMENT GRANT |
| 20830301   | 54198         | G0014          | 0208-00-3030-00000-54198 -G0014 | LYS ENRICHMENT GRANT |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1 | PROJECT STRING |
|------|-----|---------|------------|-----|---|------|----------------|
| 2022 | 12  | 1257    | 06/30/2022 | GEN | 1 | IS   |                |

| YEAR | PER | JOURNAL | EFF DATE   | SRC | T | REF1 | PROJECT STRING |
|------|-----|---------|------------|-----|---|------|----------------|
| 2023 | 2   | 923     | 08/31/2022 | GEN | 1 | IS   |                |
| 2023 | 12  | 1597    | 06/30/2023 | GEN | 1 | IS   |                |



| <b>PO/REF2</b> | <b>REF3</b>  | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|--------------|------------------|---------------|----------|-----------------|----------------|----------------|
| Camp           | Scholarships | P&R              | 2,087.50      | Y        | 0               |                |                |

| <b>PO/REF2</b> | <b>REF3</b>  | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> |
|----------------|--------------|------------------|---------------|----------|-----------------|----------------|----------------|
| Camp           | Scholarships | P&R              | 1,250.00      | Y        | 0               |                |                |
| Camp           | Grants       | P&R              | 6,662.50      | Y        | 0               |                |                |
|                |              |                  | 7,912.50      |          |                 |                |                |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>            |
|----------------------|---------------------------|----------------------------|
| N                    |                           | FY22 P&R Camp Scholarships |

| <b>CARRY FORWARD</b> | <b>VDR NAME/ITEM DESC</b> | <b>COMMENTS</b>            |
|----------------------|---------------------------|----------------------------|
| N                    |                           | July/Aug 2022 Scholarships |
| N                    |                           | Summer Camp Grants ARPA    |

| <b>ORG</b> | <b>OBJECT</b> | <b>PROJECT</b> | <b>ACCOUNT</b>                  | <b>DESCRIPTION</b> | <b>YEAR</b> |
|------------|---------------|----------------|---------------------------------|--------------------|-------------|
| 21020101   | 58694         | G0014          | 0210-20-2010-20101-58694 -G0014 | RADIOS             | 2023        |

| PER | JOURNAL | EFF DATE   | SRC | T | REF1   | PROJECT STRING | PO/REF2  |
|-----|---------|------------|-----|---|--------|----------------|----------|
| 12  | 712     | 06/28/2023 | API | 1 | 905031 |                | 20233298 |

| <b>REF3</b> | <b>REFERENCE</b> | <b>AMOUNT</b> | <b>P</b> | <b>CHECK NO</b> | <b>WARRANT</b> | <b>VOUCHER</b> | <b>CARRY FORWARD</b> |
|-------------|------------------|---------------|----------|-----------------|----------------|----------------|----------------------|
| 157430      | W 062923T        | 46,125.00     | Y        | 69569           | 062923T        | 160539         | N                    |

**VDR NAME/ITEM DESC**

MARCUS COMMUNICATIONS, LLC

**COMMENTS**

Police Capital- Portable radio

## State and Local Fiscal Recovery Funds: Obligation IFR Quick Reference Guide

This Quick Reference Guide provides an overview of the [Obligation Interim Final Rule](#) (Obligation IFR) for informational purposes and is intended as a brief summary.

### **INTRODUCTION**

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), established by the American Rescue Plan, delivers \$350 billion to state, local, territorial, and Tribal governments to support the response to and recovery from the COVID-19 public health emergency.

In November 2023, Treasury issued the [Obligation IFR](#) to address recipients' questions and comments regarding the definition of obligation. The Obligation IFR revises the definition of "obligation" in Treasury's implementing regulations for the SLFRF program and provides related guidance to give additional flexibility and clarity to recipients to support their use of SLFRF funds.

The [Obligation IFR](#) does not alter the existing SLFRF obligation or expenditure deadlines. Recipients must obligate SLFRF funds by December 31, 2024, and expend obligated funds by December 31, 2026 (with the exception of projects under the Surface Transportation projects and Title I eligible use categories, for which funds must be expended by September 30, 2026). In addition, the Obligation IFR does not alter the eligible use categories described in the [2022 Final Rule](#) and the [2023 Interim Final Rule](#). Recipients seeking information about whether a specific project may be an eligible use of SLFRF funds should reference the rules, along with the [Overview of the 2022 Final Rule](#) and the [Overview of the 2023 Interim Final Rule](#).

Below is a summary of the Obligation IFR. Recipients should refer to the [Obligation IFR](#) for a complete description of the definition of obligation and associated requirements.

### **AMENDMENT TO THE DEFINITION OF "OBLIGATION" AT 31 CFR 35.3**

Under the revised definition of "obligation," the term continues to mean an order placed for property and services and entry into contracts, subawards, and similar transactions that require payment. Under the Obligation IFR, a recipient is also considered to have incurred an obligation by December 31, 2024, with respect to a requirement under federal law or regulation or a provision of the SLFRF award terms and conditions to which the recipient becomes subject as a result of receiving or expending SLFRF funds.

Accordingly, under the second part of the definition of obligation set out above, a recipient may use SLFRF funds to cover costs related to:

1. Reporting and compliance requirements, including subrecipient monitoring
2. Single Audit costs
3. Record retention and internal control requirements
4. Property standards
5. Environmental compliance requirements
6. Civil rights and nondiscrimination requirements

To take advantage of the additional flexibility to cover the costs of meeting these requirements, the Obligation IFR lists the information that a recipient must submit to Treasury regarding estimates of SLFRF funds that it will use to cover administrative and compliance related expenditures. Treasury will update the *SLFRF Compliance and Reporting Guidance* to reflect recipients' additional reporting regarding these estimated amounts.

The Obligation IFR also clarifies that recipients may continue to charge their current negotiated indirect costs rate agreement established with their federal cognizant agency or the de minimis rate of 10 percent of modified total direct costs pursuant to 2 CFR 200.414(f), after December 31, 2024 through December 31, 2026. Additionally, the Obligation IFR states that Treasury considered some recipients' comments to revise the rule to define "costs incurred" by reference to recipient appropriation, budget, or allocation processes, and explains that this approach would not provide a standard that could be applied consistently across recipients.

### **APPLICATION OF OBLIGATION DEADLINE TO SUBRECIPIENTS**

Subrecipients are not subject to the December 31, 2024 obligation deadline. The obligation deadline applies to the recipient of SLFRF funds, and a cost is considered to have been incurred once a recipient enters into a subaward or contract that obligates the recipient to cover that cost. Neither subrecipients nor contractors need to take additional steps to obligate SLFRF funds after entering into a subaward or contract with the recipient.

### **AMENDMENT AND REPLACEMENT OF CONTRACTS AND SUBAWARDS**

In general, recipients cannot re-obligate funds or obligate additional SLFRF funds after the obligation deadline of December 31, 2024. For instance, if a contractor makes a change order request after December 31, 2024, that necessitates a contract amendment, the recipient would not be permitted to obligate additional SLFRF funds to the project because the obligation deadline would have passed. However, after the obligation deadline, recipients are permitted to replace a contract or subaward that was entered into prior to December 31, 2024 under the following circumstances:

1. The recipient terminates the contract or subaward because of the contractor or subrecipient's default, the contractor or subrecipient goes out of business, or the recipient determines that the contractor or subrecipient will not be able to perform under the contract or carry out the subaward.
2. The recipient and contractor or subrecipient mutually agree to terminate the contract or subaward for convenience.
3. The recipient terminates the contract or subaward for convenience if the contract or subaward was not properly awarded (for example, if the contractor was not eligible to receive the contract), there is clear evidence that the contract or subaward was improper, the recipient documents the determination that it was not properly awarded, and the original contract or subaward was entered into by the recipient in good faith.

Treasury will update the [SLFRF Compliance and Reporting Guidance](#) for recipients to report any contract or subaward replacements after the December 31, 2024, obligation deadline.





# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-1457

**Agenda Date:** 1/10/2024

**Agenda #:** 2.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Continued discussion regarding potential uses of the revenue received from Public Act No.21-58 “*An Act Concerning Solid Waste Management*” in accordance with “*Resolution Regarding Revenues Received from Beverage Container Surcharges*” adopted on June 8, 2022.

**Background:**

The “Bottle Bill” (Public Act No. 21-58 - *An Act Concerning Solid Waste Management*) implemented a five-cent surcharge on any beverage container containing a spirit or liquor of fifty milliliters. Each quarter the surcharge fee is dispersed to the town in which the beverages were sold.

Last quarter the Ledyard received \$13,027.06, which was for a total of 260,541 nip bottles that were sold during that quarter.

The funds could only be used for the following purposes:

- (1) environmental measures intended to reduce the generation of solid waste;
- (2) reduce the impact of litter caused by such solid waste, including, but not limited to, the hiring of a recycling coordinator
- (3) the installation of storm drain filters designed to block solid waste and beverage container debris or
- (4) The purchase of a mechanical street sweeper, vacuum or broom that removes litter, including, but not limited to, such beverage containers and other debris from streets, sidewalks and abutting lawn and turf

**Department Comment/Recommendation:**

(type text here)

**Meeting Action Detail:**

**Finance Committee Meeting 07/19/2023:**

**File #:** [23 -1457](#) Version: 1

**Type:** Discussion -Agenda Item

**Title:** Continued discussion regarding potential uses of the revenue received from Public Act No.21-58 "*An Act Concerning Solid Waste Management*" in accordance with "*Resolution Regarding Revenues Received from Beverage Container Surcharges*" adopted on June 8, 2022.

**Action:** Discussed

**Minute Note:**

Mayor Allyn, III, stated that Montville recently implemented a program that local non-profit organizations could participate in to use some of the Opioid Settlement Funding for roadside cleanup. He stated he spoke to Montville Mayor Ronald McDaniel this afternoon about their program, noting that it was similar to the "*Adopt a Highway*" program. He stated Mayor McDaniel sent him some information regarding on how Montville was going to organize/structure the program. He explained that Montville was asking groups to "*Adopt a Highway*" which involved a roadside clean-up to pick-up liter as well as the nip bottles. He stated that Montville was asking the Groups/Organizations to keep the nip bottle separate, explaining that they would be compensated for the collection of the nip bottles. He stated if Montville finds the program to be effective that he would share the Montville's Program with the Finance Committee to consider for implementation.

**Action:** Discussed

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**Finance Committee Meeting 06/21/2023:**

**File #:** [23 -1457](#) Version: 1

**Type:** Discussion -Agenda Item

**Title:** Continued discussion regarding potential uses of the revenue received from Public Act No.21-58 "*An Act Concerning Solid Waste Management*" in accordance with "*Resolution Regarding Revenues Received from Beverage Container Surcharges*" adopted on June 8, 2022.

**Action:** No Action

**Minute Note:**

Councilor Ingalls stated that she reached out to the Beautification Committee about scheduling a town-wide clean-up day.

**Action:** No Action

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**Finance Committee Meeting 05/03/2023:****File #:** [23 -1457](#) Version: 1**Type:** Discussion -Agenda Item

Title: Continued discussion regarding potential uses of the revenue received from Public Act No.21-58 "*An Act Concerning Solid Waste Management*" in accordance with "*Resolution Regarding Revenues Received from Beverage Container Surcharges*" adopted on June 8, 2022.

**Action:** No Action**Minute Note:**

Councilor Saums stated unfortunately this year Earth Day was a wash-out rainy weekend. However, he stated that he along with some neighbors did do some roadside clean-up and that he was aware of other residents who did the same, noting that one family picked-up 500 nip bottles. He stated he delivered a total of about 600 nip bottles to Resident Mrs. Betsy Graham and he noted that Mrs. Graham has asked that they get the word out either through the Ledyard Beautification Committee or social media that those who were picking up the nip bottles to drop the bags off to her. Councilor Saums stated that Mrs. Graham was planning to bring the nip bottles to the State Capital in Hartford to bring awareness of this issue. He stated residents can obtain clear plastic bags from Southeastern Connecticut Regional Resource Recovery Authority (SCRRA).

Councilor Ingalls stated that she and Deb Vessels do roadside clean-up in the area from the Ledyard sign coming into town from Preston and that they typically collect at least 100 nip bottles in that area. She stated she liked the idea of delivering the nip bottles to Hartford. She stated although they could coordinate a town-wide community event roadside clean-up that it did not address the root of the nip bottle problem. Councilor Saums stated he agreed with Councilor Ingalls, noting that it was a complex problem, stating that the Liquor Lobby was successful because there was not mechanism or stream to redeem the nip bottles. He stated the current return bottle/can machines do not take the small nip bottles. He stated the whole intent of the nip bottle was to buy it, drink it, and throw it out the window while driving. Therefore, he stated it was his opinion that the liquor nip bottles should be outlawed.

Mayor Allyn, III, stated that the Liquor Lobbyists were successful in blocking the nip bottle deposit proposal; with the State Legislature instead approving Public Act No. 21-58 "*An Act Concerning Solid Waste Management*" in accordance with "*Resolution Regarding Revenues Received from Beverage Container Surcharges*" - Nip Bottle Surcharge Disbursement. He reported that Ledyard received \$13,048.20 from the Nip Bottle Surcharge, noting that this equated to 260,964 nip bottles (17 nips bottles per capita) sold in Ledyard during the past six-months.

Mayor Allyn went on to state unfortunately Public Act No. 21-58 which imposed a .05 cent surcharge on each nip bottle sold has not addressed the Municipalities concerns regarding the littering of nip bottles on the roadways and more importantly it has not deterred motorists from drinking, and driving, and throwing the nip bottles out of their car windows. He explained that the Municipalities were looking for a .25 cent returnable deposit on each nip bottle sold to provide an incentive for people to return the nip bottles, noting that you see people cleaning up the roads collecting other beverage containers to return them to the store for the refund. He stated the reason nip bottles were not picked-up was because there was not a bottle return and, as Councilor

Saums noted, there were no bottle collection machines for nip bottles, noting their irregular sizes.

The Finance Committee reviewed the data sheet which listed the Nip Bottle Surcharge Disbursement for each of the state’s 169 towns noting the following towns:

| <b>Municipality</b> | <b>Surcharge Disbursement</b> |
|---------------------|-------------------------------|
| East Lyme           | \$12,835.80                   |
| Essex               | \$4,925.60                    |
| Griswold            | \$17,720.20                   |
| Groton              | \$46,199.35                   |
| Hartford            | \$78,448.85                   |
| Ledyard             | \$13,048.20                   |
| Lisbon              | \$3,577.20                    |
| New Haven           | \$115,073.05                  |
| New London          | \$35,838.20                   |
| <b>Municipality</b> | <b>Surcharge Disbursement</b> |
| Preston             | \$4,845.00                    |
| Stonington          | \$12,653.20                   |
| East Lyme           | \$12,835.80                   |

Councilor Ryan noted based on the data sheet that 231 nip bottles were being sold every day, per liquor/package store or 7,000 per month per package store.

They Finance Committee discussed the importance to bring awareness to their State Legislators regarding this issue and other ideas for the use of Nip Bottle Surcharge Funding noting the following:

- Try to engage Package Stores in a positive way to collect nip bottles, in an incentive type of way.
- Support local non-profit groups such as Booster Clubs by having them use the collection of nip bottles as a fund raiser and the Town could provide a monitory donation to the non-profit organization for the nip bottles using the Surcharge Funding.

Councilor Saums stated that he would like to see the Beautification Committee be involved in the nip bottle collection to bring this issue to Hartford. However, he stated the roadside clean-up needed to be done either in the Spring before the brush begins to grow, or in the Fall. Councilor Ingalls stated that she was the Liaison to the Beautification Committee and that she would email their Chairman Jen Eastbourne and that she would include Councilor Saums to get the conversation started.

Action: No Action

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**Finance Committee Meeting 04/19/2023:**

File #: [23 -1457](#) Version: 1

Type: Discussion -Agenda Item

Title: Continued discussion regarding potential uses of the revenue received from Public Act No.21-58 "*An Act Concerning Solid Waste Management*" in accordance with "*Resolution Regarding Revenues Received from Beverage Container Surcharges*" adopted on June 8, 2022.

Action: No Action

**Minute Note:**

Councilor Saums stated during the Finance Committee's April 5, 2023 discussion they noted that there was not enough time to organize a town-wide clean-up day for this year's April 22, 2023 Earth Day, for a variety of reasons which included that the Beautification Committee had a number of new members and were working to get their feet under them. However, he stated his road (Pumpkin Hill Road) was organizing a clean-up which would include picking-up nip bottles. He stated that he sent the Pumpkin Hill Road's Plan to the Beautification Committee to ask if there were other groups in town who were doing a roadside clean up that they put the nip bottles in clear plastic bags, which Southeastern Connecticut Regional Resource Recovery Authority (SCRRA) would provide and mark the number of nip bottles in the bags and leave the nip bottle bags on the side of the road. He stated if other groups wanted to do the same that they could possibly collect quite a few bags of nip bottles and bring them to the State Capital in Hartford.

Action: No Action

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**Finance Committee Meeting 04/5/2023:**

File #: [23 -1457](#) Version: 1

Type: Discussion -Agenda Item

Title: Continued discussion regarding potential uses of the revenue received from Public Act No.21-58 "*An Act Concerning Solid Waste Management*" in accordance with "*Resolution Regarding Revenues Received from Beverage Container Surcharges*" adopted on June 8, 2022.

Action: Discussed/Continued

**Minute Note:**

Councilor Saums provided some background noting that the “*Bottle Bill*” (Public Act No. 21-58 - *An Act Concerning Solid Waste Management*”) implemented a five-cent surcharge on any beverage container containing a spirit or liquor of fifty milliliters. He explained that the State’s initial proposal was to place a .25 cent deposit on nip bottles. However, he stated the .25 cent nip bottle deposit failed because the Liquor Lobbyists successfully convinced the State to instead give money the towns to pay for the clean-up of the nip bottles that litter the sides of the roads.

Councilor Saums went on to explain that based on the “*Bottle Bill*” (Public Act No. 21-58 - *An Act Concerning Solid Waste Management*”) the State approved 0.5 cent surcharge on each bottle noting that every six-months the State would disburse the surcharge fee to the town in which the beverages were sold. He stated the last disbursement Ledyard received was in the amount of \$13,027.06 which was for the sale of 260,541 nip bottles during that period. He stated in accordance with *Public Act No.21-58* and Ledyard’s *Resolution #003-2022-June 8* the surcharge funds could only be used for the following purposes:

- (1) Environmental measures intended to reduce the generation of solid waste;
- (2) Reduce the impact of litter caused by such solid waste, including, but not limited to, the hiring of a recycling coordinator
- (3) The installation of storm drain filters designed to block solid waste and beverage container debris or
- (4) The purchase of a mechanical street sweeper, vacuum or broom that removes litter, including, but not limited to, such beverage containers and other debris from streets, sidewalks and abutting lawn and turf.

Councilor Saums went on to explain that the surcharge revenue was being appropriated to Account 21040101-57316 (*Beverage Container Surcharges*) and that the funds could accumulate in the Account until the town decided on a plan to spend the funds. He stated the purpose for tonight’s discussion was to discuss ideas on how to spend the funds.

The Committee discussed the following ideas for the use of the Bottle Bill Revenues:

- Collect the nip bottle and deposit them on the steps of the Capital in Hartford.
- Offer Residents 0.25 cents per nip bottle they pick-up from the roads, until the money was used up. The following was discussed regarding this idea:
  - Ask Southeastern Connecticut Regional Resource Recovery Authority (SCRARRA) to provide the clear plastic bags for the town’s roadside clean-up; which SCRARRA has done in past years.
  - Ask Residents to put the nip bottles in the clear plastic bags.
  - Who would count the bottles, it’s a dirty job.
- Street Sweeping - Public Works Director/Town Engineer Steve Masalin stated in consultation with Finance Director Matthew Bonin that some of the Bottle Bill revenues were already being spent to rent a Street Sweeper, noting that this was one of the state statutory eligible uses. He stated it would take them about one month to sweep the entire town and the cost would use about one-third of the annual accrual Bottle Bill revenues. He stated in December, 2022 the town sold the 2000 Mobil Athey Sweeper for \$15,000 using the GovDeals on-line auction site. He addressed the cost to house and maintain a piece of equipment that the town only used for one month out of the year, noting that it may be more cost effective to rent a sweeper. However, he stated that this opinion may change now that the State Legislation would allow the town to use the Bottle

Bill Revenue to purchase a sweeper. He stated with availability of an annual \$30,000 from the Bottle Bill Revenues that they may be able to finance a sweeper well within its replacement cycle along with the associated maintenance costs.

Councilor Saums stated that he liked spending the funding to pay for roadside sweeping, however, he stated that sweeping the streets did not fix the problem of nip bottles littering their roads.

- Town Sanctioned Community Roadside Clean-up Day - Councilor Ingalls stated a few years ago the Beautification Committee organized a Community Roadside Clean-up Event, noting that they asked for Street Captains, Neighborhood Captains, trash bags were provided, etc. She stated they had a great response noting the tremendous number of residents that turned out to participate in the event. She suggested the Community Clean-Up Day could be concluded on the Town Green where prizes would be awarded for a variety of categories such as: Strangest Item Picked Up; the Most Number of Nip Bottles, etc. She stated the Event could be funded by the Bottle Bill Revenues. She stated that they could ask the Beautification Committee if they would like to organize this type of event.

Councilor Saums stated Earth Day was April 22, 2023, noting that they would not have enough time this year to organize a Community Clean-Up Day to happen on Earth Day. Councilor Ingalls stated the Beautification Committee had a lot of new members and that they were working to get themselves organized. She stated although Spring was a good time of year to have a Community Clean-Up Day because vegetation has not grown in yet, that the Community Clean-Up Day could be scheduled for any time noting that maybe it could be held in the Fall for this year.

Councilor Saums thanked Mr. Masalin for attending tonight's meeting.

Public Works Director/Town Engineer Steve Masalin left the meeting at 5:52 p.m.

**Action:** Discussed/Continued

**Town Of Ledyard**  
**Adopt A Road Program - Group Sponsor Agreement**

This AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_ between the Town of Ledyard and:

[Name] \_\_\_\_\_,

[Type and State of Origin of Organization/Entity] \_\_\_\_\_,

of [Address] \_\_\_\_\_ ("Group Sponsor").

**WHEREAS**, the Town of Ledyard, through its Office of the Mayor, (collectively, the "Town") operates an Adopt A Road Program (the "Program"), to allow sponsoring organizations and their participants to access and maintain Town owned or maintained properties, roads, and/or right-of-ways to pick up accumulated litter and perform other tasks as described in "Appendix A" attached hereto and made a part hereof; and

**WHEREAS**, there are certain risks involved with participants participating in such Program, and Group Sponsor has reviewed the Town's Program Guidelines and Safety Rules ("Rules") described in "Appendix A" with its participants, and has explained to the participants the risks of, and safety procedures to follow when participating in, the Program; and

**WHEREAS**, the Group Sponsor and its participants wish to contribute their collective efforts on a voluntary basis toward the Town's Program, and the Town is willing to allow the Group Sponsor and its participants to participate in the Program, subject to the terms and conditions set forth in this Agreement.

**WHEREAS**, the Town of Ledyard desires to share with certain non-profit organizations revenue received from Public Act No.21-58 "An Act Concerning Solid Waste Management" in accordance with the "Resolution Regarding Revenues Received from Beverage Container Surcharges" adopted on June 8, 2022 enabling the municipalities to use the remitted funds for environmental measures aimed at reducing solid waste or reducing the impact of litter from spirit or liquor beverage containers of 50mL or less (commonly referred to as "nips").

**NOW, THEREFORE**, in consideration of the Town permitting the Group Sponsor and its participants to participate in the Program, Group Sponsor hereby voluntarily and knowingly executes this Agreement with the express intention of being legally bound by the following terms and conditions:

**GROUP SPONSOR AGREES TO THE FOLLOWING TERMS AND CONDITIONS:**

1. Group Sponsor has read and understands this Agreement and Rules for participation in the Program, has reviewed and explained the Agreement and Rules with its participants, and agrees to be legally bound by same.
2. For purposes of this Agreement, and the participation of Group Sponsor in the Program, Group Sponsor understands and agrees that: (a) Group Sponsor and its participants are participating in the Program solely on a voluntary basis and as independent contractors; (b) this Agreement does not create an employer/employee, partnership, joint venture, principal/agent or any other relationship between the Town and Group Sponsor, and/or the Town and any participant, other than an independent contractor relationship; and (c) the Town owes no compensation, benefits or medical, workers compensation or other insurance coverage to Group Sponsor or its participants as a result of this Agreement and/or their participation in the Program.
3. Group Sponsor's participants are under the control of Group Sponsor and not the Town. Group Sponsor shall evaluate all participants to determine that they are responsible individuals who will abide by the Rules and safety protocols and use due care and caution while participating in the Program.



**Town Of Ledyard**

**Adopt A Road Program - Group Sponsor Agreement**

4. Group Sponsor shall train each participant prior to their participation in the Program. Each participant shall be knowledgeable of the Program Guidelines and Safety Rules and the terms and conditions of participating in the Program prior to participating in the Program.
5. Group Sponsor is responsible for obtaining a signed release from each participant on the form provided by the Town prior to such participant participating in the Program.
6. Group Sponsor understands and willingly and knowingly accepts the risks involved in participating in the Program. To the fullest extent permitted by law, Group Sponsor, on behalf of itself and anyone claiming through Group Sponsor, including but not limited to any officer, director, manager, member, shareholder, partner, agent, representative, employee, volunteer, participant and/or any of their respective spouses, parents, legal guardians, heirs, executors, legal representatives, administrators, successor and assigns, hereby agree to defend, release, indemnify and hold harmless the Town, its boards, councils, officers, departments, commissions, employees, agents, volunteers, representatives and all of their respective heirs, successors and assigns (collectively, the "Town Parties"), from and against any and all claims, judgments, executions, demands, suits, liabilities, debts, actions, injuries (including death), property damage, expenses and damages whatsoever, known or unknown, (collectively "Claims") that in any way arise out of, relate to and/or are connected with Group Sponsor's or any of its participants participating in the Program, including but not limited to Group Sponsor's and/or any of its participant's: (i) failure to adhere to the Rules or applicable law in connection with the Program, (ii) negligent, reckless and/or willful acts, omissions or misconduct when participating in the Program and/or (iii) any Claims that Group Sponsor or any of its participants, or anyone claiming through Group Sponsor or any of its participants, might otherwise have or experience as a result of Group Sponsor's or any of its participant's participation in the Program. This indemnity includes any Claims recovered under worker's compensation laws. Group Sponsor waives any rights of subrogation against the Town. Group Sponsor's obligations under this section 6 shall survive termination of Group Sponsor's participation in the Program.
7. If a participant is under the age of eighteen (18) years, such participant's parent or legal guardian must read and agree to the terms and conditions written above on behalf of such participant.
8. By signing below, Group Sponsor represents and warrants to the Town that it is duly authorized to execute, deliver and perform all obligations required by this Agreement, and that the person signing this Agreement has been duly authorized by Group Sponsor to execute and deliver this Agreement on Group Sponsor's behalf.
9. This Agreement shall be governed by State of Connecticut law, without regard to conflict of law principles.

**IN WITNESS WHEREOF**, GROUP SPONSOR HAS EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

GROUP SPONSOR:

\_\_\_\_\_  
Name (Duly Authorized)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Signature

## APPENDIX A

### Town of Ledyard Adopt A Road Program Guidelines And Safety Rules ("Rules")

1. All groups and individuals, hereinafter referred to as "Participants", must review these Rules before participating in the Program and accessing the pickup site designated by the Town to alert Participants to the risks, hazards and precautions involved with the Program. All Participants shall sign a release prior to participating in the Program.
2. If an approved minor is under age eighteen (18), his or her parent or legal guardian must sign the minor's release form, and review these Rules with such minor prior to the minor participating in the Program. By participating in the event, all Participants, and if applicable their parents and legal guardians, agree to and are bound by the terms and conditions set forth in these Rules.
3. Participants shall maintain a pre-selected Town owned or maintained property, road, and/or right-of-way pre- approved by the Town. Pickups are restricted to the boundaries of the area designated by the Town. Participants shall not enter woods, private property, waterways, or State of Connecticut roadways, on ramps, and off ramps. Bridges and overpasses are off limits. Nothing shall restrict the Town from accessing, maintaining or performing any other action, or allowing any third party to access, maintain or perform any other action, within the pre-selected area designated to a Group Sponsor or Participant.
4. Participants must abide by all applicable Federal, State and local laws and regulations while participating in the Program, including those relating to safety, as well as such terms, policies, procedures and conditions as may be imposed by the Town, as may be amended from time to time in the sole discretion of the Town.
5. Each Participant shall designate a group supervisor "Supervisor", and such Supervisor shall have a copy of these Rules with them at the pickup site, along with a sign in sheet for all Participants under their supervision during a pickup event. Supervisors shall conduct a pre-pickup safety briefing prior to each pickup event. No persons, other than Participants who have pre-registered with the Town with respect to the Program shall participate in the Program or the pickups associated therewith.
6. In the event of an emergency, Supervisors must call "911" and follow up with the Office of the Mayor of the Town of Ledyard as soon as practicable following any emergency.
7. Supervisors shall contact the Office of the Mayor to coordinate and schedule pick up dates and to obtain safety items and supplies at least five (5) business days prior to a pick up event.
8. Participant members shall be at least thirteen (13) years of age or older unless otherwise approved in writing by the Town. Prior to any such minor being permitted to participate in the Program, an adult must also participate in the Program with, and supervise, such minor. There shall be at least one or more adults for every four (4) minors participating in the Program.
9. At least two (2) times a year for a two (2) year period, Participants shall clean litter and debris in their pre-selected area.
10. Pickups must be conducted during daylight hours only and when good weather permits. Pickups may not be permitted by the Town in the Town's sole discretion, including during or near holidays.
11. All Participant members shall wear safety equipment at all times when at the pickup site. Group crew size will be limited to the amount of safety equipment available. Road safety cones and signs warning of work crew at the pickup site must be displayed at all times during the pickup. Participants shall maintain close supervision of open spaces and nearby roads and Supervisor(s)

## APPENDIX A

### Town of Ledyard Adopt A Road Program Guidelines And Safety Rules ("Rules")

shall keep close supervision over participating minors at all times.

12. Participants shall NOT touch anything that might be hazardous or cause injury, including syringes, needles, broken glass, weapons, heavy branches, animal bodies, heavy objects, tires, appliances or closed containers. Such items should be flagged and left where found. The Supervisor shall promptly report these items, as well as any other items of concern (example: trees, defective signs, lights or other unsafe or other matters that require attention) to the Public Works Department (860) 464-9060 ext. 1 and/or Ledyard Police (860)-464-6400 if appropriate for proper handling.
13. Off road parking must be arranged prior to pickup. All vehicles at pickup sites must be parked at least twenty (20) feet off the street area.
14. No Participant member shall consume alcohol or any illegal substances prior to or while participating in a pickup event.
15. Partisan political groups shall not be permitted to participate.
16. All trash and recyclables bags must be tied. Refuse/garbage must be placed in BLACK colored bags and recyclables pre-separated per Town policies in CLEAR colored bags. If dumpsters are provided on site, the crew shall place the bags in the appropriate dumpster. If no dumpsters are provided, the bags should be left in a visible area at the site for Public Works staff to collect.
17. Separately designated full bags of nip bottles must be returned to the Mayor's office by the Supervisor to receive payment of shared revenue.
18. Participants may support or challenge other Participants/individuals to participate in the Program.
19. Participants shall report individuals seen littering on public property.
20. All unused materials and supplies must be returned to the Town's Public Works Department, along with a verbal report of the cleanup, followed by the Participant submitting a written report to said Department within twenty four (24) hours after collection.
21. The Town, in its sole discretion, reserves the right to modify or amend these Rules from time to time. Participants will be required to comply with such modification or amendments as a condition of their continued participation in the Program.
22. If the Town, in its sole discretion, determines that any Participant has failed to adhere to these Rules and/or otherwise failed to perform its duties hereunder, the Town may terminate such Participant's participation in the Program immediately upon notice; and any sign related to such Participant will be removed. In addition, Participants shall notify the Town in writing if they no longer wish to participate in the Program.
23. The Town reserves the right to reject any applicant to the Program.

#### THE TOWN AGREES TO DO THE FOLLOWING IN CONNECTION WITH THE PROGRAM:

- a. Share revenue with the Group Sponsor received from the State of Connecticut in accordance with Public Act No.21-58 "An Act Concerning Solid Waste Management" in the amount of \$ To be determined for every specially designated bag completely filled with "nip" bottles according to the following standardized requirements:  
(To be determined)
- b. Provide a safety instruction brochure for each Participant to advise of the requirements, risk,

## APPENDIX A

### Town of Ledyard Adopt A Road Program Guidelines And Safety Rules ("Rules")

hazards of and precautions to following in connection with the Program.

- c. Provide BLACK plastic bags for garbage, CLEAR bags for recycled materials, and separately sized clear bags for "nip" bottles.
- d. Town Public Works crew will pick up the separated bags and take to the transfer station for proper disposal.
- e. Safely remove and dispose of flagged materials described above.
- f. Recognize each Participant (or if no Participant, Participant ) that joins the Program for maintaining one mile or more of a designated pick up area, by erecting a sign identifying such Participant and/or Participant 's name on the sign. The Town reserves the right to refuse or revise acronyms of Participant names when preparing signs.
- g. Provide "cleanup crew" signs and other appropriate safety equipment, as well as flags for marking items which the Participant determines unsafe or desires not to move.
- h. Coordinate, at its discretion, publicity efforts with the Participant to solicit local media coverage.
- i. Identify site boundaries in relation to the pickup area designated by the Town.

**Town Of Ledyard  
Office of the Mayor  
Adopt-A-Road Clean-Up Information Sheet**

Name: \_\_\_\_\_

Telephone Number (Home): \_\_\_\_\_ Cell: \_\_\_\_\_

Organization: \_\_\_\_\_

Area To Be Cleaned: \_\_\_\_\_

Date Supplies Were Picked Up: \_\_\_\_\_

Scheduled Date of Clean Up \_\_\_\_\_

Person Receiving Supplies: \_\_\_\_\_

Date Supplies Returned: \_\_\_\_\_

Returned By: \_\_\_\_\_

Supplies Provided For Clean-Up:

- 4 \_\_\_\_\_ Road safety cones
- 12 \_\_\_\_\_ Vests
- 12 \_\_\_\_\_ Pairs of gloves
- 12 \_\_\_\_\_ Pickers
- 1 \_\_\_\_\_ Roll black bags
- 1 \_\_\_\_\_ Roll clear bags
- 12 \_\_\_\_\_ Garbo Grabber hoops
- 1 \_\_\_\_\_ First aid kit

Notes:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please note: supplies used for clean-up must be returned the following Monday.

**Town Of Ledyard Adopt a Road Program  
Participant Release Agreement**

**THIS RELEASE AGREEMENT** ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ between the Town of Ledyard and:

[Name] \_\_\_\_\_

[Address] \_\_\_\_\_

[Organization/Entity] \_\_\_\_\_

("Participant") to permit Participant to participate in the Town of Ledyard's Adopt a Road Program. **If Participant is under eighteen (18) years old, this Agreement must also be executed by Participant's parent or legal guardian),**

**WHEREAS**, the Town of Ledyard, through its Office of the Mayor, (collectively, the "Town") operates an Adopt A Road Program (the "Program"), to allow sponsoring organizations and their participants to access and maintain Town owned or maintained properties, roads, and/or right-of-ways to pick up accumulated litter and perform other tasks as described in "Appendix A" attached hereto and made a part hereof; and

**WHEREAS**, there are certain risks involved with participants participating in such Program, and Group Sponsor has reviewed the Town's Program Guidelines and Safety Rules ("Rules") described in "Appendix A" with its participants, and has explained to the participants the risks of, and safety procedures to follow when participating in, the Program; and

**WHEREAS**, the Town of Ledyard desires to share with certain non-profit organizations revenue received from Public Act No.21-58 "An Act Concerning Solid Waste Management" in accordance with the "Resolution Regarding Revenues Received from Beverage Container Surcharges" adopted on June 8, 2022 enabling the municipalities to use the remitted funds for environmental measures aimed at reducing solid waste or reducing the impact of litter from spirit or liquor beverage containers of 50mL or less (commonly referred to as "nips").

**WHEREAS**, the Participant wishes to participate in the Program, and the Town is willing to allow for Participant's participation in the Program, subject to the terms and conditions set forth in this Agreement and the Rules attached to this Agreement.

**NOW, THEREFORE**, in consideration of Participant being permitted to participate in the Program, Participant (and if applicable, his or her parent or legal guardian) hereby voluntarily and knowingly execute this Agreement with the express intention of being legally bound by the following terms and conditions:

1. I/we have read and understand this Agreement and the Town's Adopt a Road Guidelines and Safety Rules for participation in the Program, and agree to be bound by same.
2. For purposes of this Agreement and Participant's participation in the Program, I/we understand and agree that: (a) Participant is participating in the Program solely on a voluntary basis and as an independent contractor; (b) this Agreement does not create an employer/employee, partnership, joint venture, principal/agent or any other relationship between the Town and Participant; and (c) the Town owes Participant no compensation, benefits or medical, workers compensation or other insurance coverage as a result of this Agreement and/or Participant's participation in the Program.
3. I/we understand and willingly and knowingly accept the risks involved in Participant participating in the Program. To the fullest extent permitted by law, I/we, on behalf of Participant and anyone claiming through Participant, including but not limited to Volunteer's

**Town Of Ledyard Adopt a Road Program  
Participant Release Agreement**

spouse, parent, legal guardian, heirs, executors, legal representatives, administrators, successor and assigns, hereby agree to defend, release, indemnify and hold harmless the Town, its boards, councils, officers, departments, commissions, employees, agents, volunteers, representatives and all of their respective heirs, successors and assigns (collectively, the "Town Parties"), from and against any and all claims, judgments, executions, demands, suits, liabilities, debts, actions, injuries (including death), property damage, expenses and damages whatsoever, known or unknown, (collectively "Claims") that in any way arise out of, relate to and/or are connected with Participant's negligent, reckless and/or willful acts, omissions or misconduct when participating in the Program and/or that Participant, or anyone claiming through Participant, might otherwise have or experience as a result of Participant's participation in the Program. This indemnity includes any Claims under worker's compensation laws. Participant waives any rights of subrogation against the Town. Participant's obligations under this section 3 shall survive termination of Participant's participation in the Program.

4. If Participant is under the age of eighteen (18), such Participant's parent or legal guardian must read and agree to the terms and conditions written above on behalf of such Participant.
5. This Agreement shall be governed by Connecticut law, without regard to conflict of law principles.

**IN WITNESS WHEREOF**, PARTICIPANT (AND IF APPLICABLE, PARTICIPANT'S PARENT OR LEGAL GUARDIAN) HAS EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE.

\_\_\_\_\_  
Witness: Participant  
Date: \_\_\_\_\_

\_\_\_\_\_  
Witness: Parent/Legal Guardian of Participant  
Date: \_\_\_\_\_

Participant's Address: \_\_\_\_\_ If, different, Parent or Legal Guardian's Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Person to be notified (not participating in Program) in case of an emergency:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

**Ledyard Prevention Coalition**

***Opioid Prevention, Recovery, and Wellness Program for the Town of Ledyard, CT***

**Total Request: \$40,000**

**Staff Costs**

| <b>Position</b>      | <b>Name</b>                             | <b>Salary/Fringe</b> | <b>Hours</b> | <b>Cost</b>     |
|----------------------|---|----------------------|--------------|-----------------|
| Project Coordination | Kerensa Mansfield<br>Margaret Lancaster | \$52                 | 208 hours    | \$10,816        |
| Peer Navigator       | Team Support                            | \$32                 | 416 hours    | \$13,312        |
|                      |   |                      | <b>Total</b> | <b>\$24,128</b> |

The LLHD staff, Program Coordinator and Peer Navigator, will be responsible for the successful coordination and implementation of all programmatic activities related to the Opioid Prevention, Recovery and Wellness Program. Narcan/Wellness training sessions will be provided for local businesses, municipal offices, civic groups, and school faculty, staff, and students. Narcan will be distributed at these trainings. LLHD will collaborate with Alliance for Living to schedule the outreach van for community events and restock Emergency Overdose boxes containing Narcan. LLHD will support individuals receiving support services, including providing transportation when needed.

**Travel**

|              | <b>Rate</b>                          | <b>Cost</b>    |
|--------------|--------------------------------------|----------------|
| Local Travel | \$.655/miles x 163 miles x 12 months | \$1,281        |
|              | <b>Total</b>                         | <b>\$1,281</b> |

Travel cost will be used for getting people to treatment whether driven by a Navigator or with a voucher, local educational and outreach activities, and meetings.

**Supplies**

| <b>Item</b>     | <b>Rate</b>               | <b>Cost</b>  |
|-----------------|---------------------------|--------------|
| Office Supplies | \$15/month x 12 months    | \$180        |
| Printing        | \$.08/copy x 2,400 copies | \$192        |
| Postage         | \$5/month x 12 months     | \$60         |
|                 | <b>Total</b>              | <b>\$432</b> |

Supplies including office supplies, printing of flyers and handouts and postage are needed for the general operation of the project.



**Other Costs**

| <b>Item</b>            | <b>Rate</b>                              | <b>Cost</b>     |
|------------------------|--|-----------------|
| Narcan                 | \$47.50/box x 194 boxes                  | \$9,215         |
| Emergency Overdose Kit | \$300/box x 2 boxes                      | \$600           |
| Awareness Campaign     | Local radio stations, social media, etc. | \$1,844         |
| Wellness Dog           | Purchase and training                    | \$2,000         |
| Marketing Materials    |  | \$500           |
|                        | <b>Total</b>                             | <b>\$14,159</b> |

Narcan purchase is based on the recommendation for one kit per 100 people. Two emergency overdose boxes containing Narcan will be purchased for locations as determined by community recommendation, LPC, and the Ledyard Police Department. A community awareness campaign will be implemented utilizing local radio stations, social media, and presentations. Funds will be used towards the purchase and training of a wellness dog for the Ledyard Police Department. Marketing materials will be purchased to raise awareness about the *Opioid Prevention, Recovery, and Wellness Program* support and activities.

| Wholesaler | Start Date | End Date  | City         |
|------------|------------|-----------|--------------|
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | ANDOVER      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | ANSONIA      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | ASHFORD      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | AVON         |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BARKHAMSTED  |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BEACON FALLS |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BERLIN       |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BETHANY      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BETHEL       |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BETHLEHEM    |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BLOOMFIELD   |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BOLTON       |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BOZRAH       |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BRANFORD     |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BRIDGEPORT   |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BRIDGEWATER  |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BRISTOL      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BROOKFIELD   |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BROOKLYN     |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | BURLINGTON   |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CANAAN       |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CANTERBURY   |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CANTON       |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CHAPLIN      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CHESHIRE     |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CHESTER      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CLINTON      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | COLCHESTER   |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | COLEBROOK    |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | COLUMBIA     |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CORNWALL     |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | COVENTRY     |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | CROMWELL     |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | DANBURY      |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | DARIEN       |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | DEEP RIVER   |
| WSWC-ALL   | 10/1/2022  | 3/31/2023 | DERBY        |

|          |           |           |               |
|----------|-----------|-----------|---------------|
| WSWC-ALL | 10/1/2022 | 3/31/2023 | DURHAM        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EAST GRANBY   |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EAST HADDAM   |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EAST HAMPTON  |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EAST HARTFORD |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EAST HAVEN    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EAST LYME     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EAST WINDSOR  |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EASTFORD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | EASTON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | ELLINGTON     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | ENFIELD       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | ESSEX         |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | FAIRFIELD     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | FARMINGTON    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | FRANKLIN      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | GLASTONBURY   |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | GOSHEN        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | GRANBY        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | GREENWICH     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | GRISWOLD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | GROTON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | GUILFORD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | HADDAM        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | HAMDEN        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | HAMPTON       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | HARTFORD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | HARTLAND      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | HARWINTON     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | HEBRON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | KENT          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | KILLINGLY     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | KILLINGWORTH  |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | LEBANON       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | LEDYARD       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | LISBON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | LITCHFIELD    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | LYME          |

|          |           |           |                  |
|----------|-----------|-----------|------------------|
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MADISON          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MANCHESTER       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MANSFIELD        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MARLBOROUGH      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MERIDEN          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MIDDLEBURY       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MIDDLEFIELD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MIDDLETOWN       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MILFORD          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MONROE           |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MONTVILLE        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | MORRIS           |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NAUGATUCK        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEW BRITAIN      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEW CANAAN       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEW FAIRFIELD    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEW HARTFORD     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEW HAVEN        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEW LONDON       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEW MILFORD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEWINGTON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NEWTOWN          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NORFOLK          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NORTH BRANFORD   |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NORTH CANAAN     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NORTH HAVEN      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NORTH STONINGTON |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NORWALK          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | NORWICH          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | OLD LYME         |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | OLD SAYBROOK     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | ORANGE           |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | OXFORD           |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | PLAINFIELD       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | PLAINVILLE       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | PLYMOUTH         |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | POMFRET          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | PORTLAND         |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | PRESTON          |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | PROSPECT         |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | PUTNAM           |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | REDDING          |

|          |           |           |               |
|----------|-----------|-----------|---------------|
| WSWC-ALL | 10/1/2022 | 3/31/2023 | RIDGEFIELD    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | ROCKY HILL    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | ROXBURY       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SALEM         |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SALISBURY     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SCOTLAND      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SEYMOUR       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SHARON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SHELTON       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SHERMAN       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SIMSBURY      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SOMERS        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SOUTH WINDSOR |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SOUTHBURY     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SOUTHINGTON   |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SPRAGUE       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | STAFFORD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | STAMFORD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | STERLING      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | STONINGTON    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | STRATFORD     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | SUFFIELD      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | THOMASTON     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | THOMPSON      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | TOLLAND       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | TORRINGTON    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | TRUMBULL      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | UNION         |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | VERNON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | VOLUNTOWN     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WALLINGFORD   |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WARREN        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WASHINGTON    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WATERBURY     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WATERFORD     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WATERTOWN     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WEST HARTFORD |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WEST HAVEN    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WESTBROOK     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WESTON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WESTPORT      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WETHERSFIELD  |

|          |           |           |               |
|----------|-----------|-----------|---------------|
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WILLINGTON    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WILTON        |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WINCHESTER    |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WINDHAM       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WINDSOR       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WINDSOR LOCKS |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WOLCOTT       |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WOODBIDGE     |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WOODBURY      |
| WSWC-ALL | 10/1/2022 | 3/31/2023 | WOODSTOCK     |

| Environmental Fee by Town | WSWC - TOTAL Enviro Fee: | \$2,413,228.05 | ASG         |
|---------------------------|--------------------------|----------------|-------------|
| \$1,653.60                | 33072.00                 |                | \$471.00    |
| \$19,741.25               | 394825.00                |                | \$0.00      |
| \$5,323.30                | 106466.00                |                | \$1,104.00  |
| \$4,563.75                | 91275.00                 |                | \$1,282.80  |
| \$3,128.50                | 62570.00                 |                | \$0.00      |
| \$2,732.25                | 54645.00                 |                | \$0.00      |
| \$14,086.55               | 281731.00                |                | \$3,498.60  |
| \$1,453.30                | 29066.00                 |                | \$0.00      |
| \$9,886.70                | 197734.00                |                | \$0.00      |
| \$814.40                  | 16288.00                 |                | \$0.00      |
| \$12,465.40               | 249308.00                |                | \$2,325.00  |
| \$6,711.55                | 134231.00                |                | \$1,729.80  |
| \$1,691.10                | 33822.00                 |                | \$522.60    |
| \$21,133.65               | 422673.00                |                | \$0.00      |
| \$80,392.75               | 1607855.00               |                | \$0.00      |
| \$0.00                    | 0.00                     |                | \$0.00      |
| \$59,926.20               | 1198524.00               |                | \$12,195.60 |
| \$7,415.75                | 148315.00                |                | \$0.00      |
| \$10,692.40               | 213848.00                |                | \$2,076.60  |
| \$4,295.30                | 85906.00                 |                | \$1,000.80  |
| \$2,385.25                | 47705.00                 |                | \$0.00      |
| \$4,949.85                | 98997.00                 |                | \$874.80    |
| \$7,116.70                | 142334.00                |                | \$1,926.00  |
| \$5,163.35                | 103267.00                |                | \$2,244.00  |
| \$10,201.50               | 204030.00                |                | \$0.00      |
| \$1,227.05                | 24541.00                 |                | \$226.20    |
| \$10,411.40               | 208228.00                |                | \$3,203.40  |
| \$16,891.95               | 337839.00                |                | \$4,400.40  |
| \$0.00                    | 0.00                     |                | \$0.00      |
| \$3,425.80                | 68516.00                 |                | \$875.40    |
| \$468.90                  | 9378.00                  |                | \$0.00      |
| \$9,713.65                | 194273.00                |                | \$2,646.00  |
| \$17,111.20               | 342224.00                |                | \$3,559.80  |
| \$44,130.35               | 882607.00                |                | \$0.00      |
| \$1,782.10                | 35642.00                 |                | \$0.00      |
| \$5,181.65                | 103633.00                |                | \$1,022.40  |
| \$12,577.50               | 251550.00                |                | \$0.00      |

|                    |                  |                    |
|--------------------|------------------|--------------------|
| \$4,944.45         | 98889.00         | \$1,302.60         |
| \$3,883.10         | 77662.00         | \$1,080.60         |
| \$4,836.55         | 96731.00         | \$946.20           |
| \$10,427.10        | 208542.00        | \$988.80           |
| \$38,243.75        | 764875.00        | \$8,714.40         |
| \$24,418.35        | 488367.00        | \$0.00             |
| <b>\$12,835.80</b> | <b>256716.00</b> | <b>\$3,727.80</b>  |
| \$14,405.45        | 288109.00        | \$3,953.40         |
| \$0.00             | 0.00             | \$0.00             |
| \$0.00             | 0.00             | \$0.00             |
| \$11,612.65        | 232253.00        | \$3,388.80         |
| \$41,154.45        | 823089.00        | \$8,247.00         |
| \$4,925.60         | 98512.00         | \$1,362.60         |
| \$18,952.40        | 379048.00        | \$0.00             |
| \$11,769.45        | 235389.00        | \$2,494.80         |
| \$2,838.10         | 56762.00         | \$438.00           |
| \$11,908.55        | 238171.00        | \$3,181.20         |
| \$1,000.55         | 20011.00         | \$0.00             |
| \$6,708.50         | 134170.00        | \$1,888.20         |
| \$5,595.30         | 111906.00        | \$0.00             |
| \$17,720.20        | 354404.00        | \$2,917.80         |
| <b>\$46,199.35</b> | <b>923987.00</b> | <b>\$11,158.20</b> |
| \$5,728.15         | 114563.00        | \$0.00             |
| \$8,505.05         | 170101.00        | \$2,563.80         |
| \$44,693.20        | 893864.00        | \$0.00             |
| \$2,330.80         | 46616.00         | \$495.00           |
| \$78,448.85        | 1568977.00       | \$14,074.80        |
| \$0.10             | 2.00             | \$0.00             |
| \$5,663.85         | 113277.00        | \$0.00             |
| \$6,837.90         | 136758.00        | \$1,885.20         |
| \$676.30           | 13526.00         | \$0.00             |
| \$24,068.70        | 481374.00        | \$5,387.40         |
| \$1,819.75         | 36395.00         | \$432.60           |
| \$970.50           | 19410.00         | \$142.20           |
| <b>\$13,048.20</b> | <b>260964.00</b> | <b>\$3,181.20</b>  |
| \$3,577.20         | 71544.00         | \$672.00           |
| \$2,672.75         | 53455.00         | \$0.00             |
| \$0.00             | 0.00             | \$0.00             |



|                    |                   |                    |
|--------------------|-------------------|--------------------|
| \$4,336.00         | 86720.00          | \$0.00             |
| \$66,150.10        | 1323002.00        | \$19,335.60        |
| \$16,077.10        | 321542.00         | \$3,622.20         |
| \$3,960.30         | 79206.00          | \$1,435.80         |
| \$53,815.90        | 1076318.00        | \$0.00             |
| \$2,305.50         | 46110.00          | \$0.00             |
| \$4,856.45         | 97129.00          | \$679.80           |
| \$34,225.25        | 684505.00         | \$6,072.00         |
| \$35,045.80        | 700916.00         | \$0.00             |
| \$8,544.70         | 170894.00         | \$0.00             |
| <b>\$18,672.55</b> | <b>373451.00</b>  | <b>\$3,582.00</b>  |
| \$1,634.70         | 32694.00          | \$0.00             |
| \$25,837.80        | 516756.00         | \$0.00             |
| \$65,939.50        | 1318790.00        | \$17,005.20        |
| \$887.15           | 17743.00          | \$0.00             |
| \$3,750.05         | 75001.00          | \$0.00             |
| \$1,851.15         | 37023.00          | \$0.00             |
| \$115,073.05       | 2301461.00        | \$0.00             |
| \$35,838.20        | 716764.00         | \$9,022.20         |
| \$19,550.95        | 391019.00         | \$0.00             |
| \$23,943.80        | 478876.00         | \$4,707.00         |
| \$9,028.50         | 180570.00         | \$0.00             |
| \$1,122.30         | 22446.00          | \$0.00             |
| \$8,610.35         | 172207.00         | \$0.00             |
| \$3,536.65         | 70733.00          | \$0.00             |
| \$13,993.30        | 279866.00         | \$0.00             |
| \$7,829.00         | 156580.00         | \$1,503.60         |
| \$40,534.30        | 810686.00         | \$0.00             |
| <b>\$59,006.20</b> | <b>1180124.00</b> | <b>\$12,697.80</b> |
| \$4,133.60         | 82672.00          | \$1,410.60         |
| \$10,368.65        | 207373.00         | \$3,842.40         |
| \$4,217.65         | 84353.00          | \$0.00             |
| \$5,193.30         | 103866.00         | \$0.00             |
| \$26,870.85        | 537417.00         | \$5,280.00         |
| \$14,475.95        | 289519.00         | \$3,522.60         |
| \$8,140.20         | 162804.00         | \$0.00             |
| \$1,036.00         | 20720.00          | \$324.00           |
| \$7,462.25         | 149245.00         | \$1,498.20         |
| \$4,845.00         | 96900.00          | \$673.20           |
| \$4,169.10         | 83382.00          | \$0.00             |
| \$20,361.90        | 407238.00         | \$5,119.80         |
| \$1,191.20         | 23824.00          | \$0.00             |

|                    |                  |                   |
|--------------------|------------------|-------------------|
| \$3,383.80         | 67676.00         | \$0.00            |
| \$12,362.05        | 247241.00        | \$3,925.20        |
| \$273.70           | 5474.00          | \$0.00            |
| \$5,585.30         | 111706.00        | \$1,510.20        |
| \$1,026.50         | 20530.00         | \$0.00            |
| \$1,223.45         | 24469.00         | \$195.60          |
| \$12,849.55        | 256991.00        | \$0.00            |
| \$911.25           | 18225.00         | \$0.00            |
| \$21,742.35        | 434847.00        | \$0.00            |
| \$447.60           | 8952.00          | \$0.00            |
| \$8,510.25         | 170205.00        | \$1,749.60        |
| \$4,578.85         | 91577.00         | \$1,173.60        |
| \$16,353.55        | 327071.00        | \$4,073.40        |
| \$9,310.85         | 186217.00        | \$0.00            |
| \$31,954.90        | 639098.00        | \$6,402.60        |
| \$1,651.60         | 33032.00         | \$384.60          |
| \$14,554.55        | 291091.00        | \$3,686.40        |
| \$41,177.15        | 823543.00        | \$0.00            |
| \$1,594.10         | 31882.00         | \$244.20          |
| <b>\$12,653.20</b> | <b>253064.00</b> | <b>\$2,300.40</b> |
| \$33,637.50        | 672750.00        | \$0.00            |
| \$7,402.00         | 148040.00        | \$1,783.80        |
| \$7,573.40         | 151468.00        | \$0.00            |
| \$11,321.40        | 226428.00        | \$2,157.60        |
| \$9,407.50         | 188150.00        | \$2,835.60        |
| \$34,781.35        | 695627.00        | \$0.00            |
| \$6,734.05         | 134681.00        | \$0.00            |
| \$0.00             | 0.00             | \$0.00            |
| \$25,882.30        | 517646.00        | \$6,970.80        |
| \$4,148.60         | 82972.00         | \$1,395.00        |
| \$33,800.25        | 676005.00        | \$0.00            |
| \$576.10           | 11522.00         | \$0.00            |
| \$864.05           | 17281.00         | \$0.00            |
| \$77,792.65        | 1555853.00       | \$0.00            |
| <b>\$20,236.70</b> | <b>404734.00</b> | <b>\$5,048.40</b> |
| \$15,327.25        | 306545.00        | \$0.00            |
| \$27,432.50        | 548650.00        | \$3,904.80        |
| \$51,915.05        | 1038301.00       | \$0.00            |
| \$6,193.75         | 123875.00        | \$1,781.40        |
| \$241.30           | 4826.00          | \$0.00            |
| \$13,901.80        | 278036.00        | \$0.00            |
| \$15,719.10        | 314382.00        | \$3,838.80        |

|             |           |            |
|-------------|-----------|------------|
| \$3,141.60  | 62832.00  | \$662.40   |
| \$1,615.50  | 32310.00  | \$0.00     |
| \$15,229.20 | 304584.00 | \$0.00     |
| \$21,681.60 | 433632.00 | \$5,126.40 |
| \$15,806.50 | 316130.00 | \$3,816.60 |
| \$17,596.20 | 351924.00 | \$3,500.40 |
| \$13,950.55 | 279011.00 | \$0.00     |
| \$75.35     | 1507.00   | \$0.00     |
| \$4,403.30  | 88066.00  | \$0.00     |
| \$6.00      | 120.00    | \$0.00     |

| BB          | CDI         | EDER        | HDI    | HP         | NE          |
|-------------|-------------|-------------|--------|------------|-------------|
| \$330.00    | \$270.00    | \$0.00      | \$0.00 | \$0.00     | \$582.60    |
| \$3,511.45  | \$5,184.70  | \$6,139.90  | \$0.00 | \$1,004.60 | \$3,891.60  |
| \$1,310.50  | \$742.40    | \$0.00      | \$0.00 | \$582.60   | \$1,578.00  |
| \$1,273.20  | \$651.90    | \$0.00      | \$0.00 | \$195.20   | \$1,159.80  |
| \$594.90    | \$333.00    | \$1,368.60  | \$0.00 | \$280.00   | \$552.00    |
| \$1,515.25  | \$279.40    | \$522.50    | \$0.00 | \$49.10    | \$366.00    |
| \$2,910.55  | \$2,507.20  | \$0.00      | \$0.00 | \$1,304.90 | \$3,862.80  |
| \$213.50    | \$306.30    | \$357.60    | \$0.00 | \$72.50    | \$503.40    |
| \$1,929.05  | \$1,750.10  | \$2,507.00  | \$0.00 | \$565.80   | \$3,080.40  |
| \$239.20    | \$97.90     | \$258.50    | \$0.00 | \$122.20   | \$96.60     |
| \$3,617.45  | \$3,584.10  | \$0.00      | \$0.00 | \$1,133.45 | \$1,805.40  |
| \$1,812.65  | \$1,139.50  | \$0.00      | \$0.00 | \$814.90   | \$1,213.20  |
| \$284.80    | \$291.60    | \$0.00      | \$0.00 | \$118.10   | \$474.00    |
| \$1,851.90  | \$4,866.70  | \$7,071.10  | \$0.00 | \$1,319.40 | \$5,938.20  |
| \$13,962.35 | \$27,664.60 | \$16,071.70 | \$0.00 | \$6,628.90 | \$15,960.00 |
| \$0.00      | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$0.00      |
| \$15,267.20 | \$12,737.20 | \$0.00      | \$0.00 | \$3,524.45 | \$16,186.80 |
| \$773.70    | \$1,260.70  | \$2,438.80  | \$0.00 | \$648.45   | \$2,292.60  |
| \$2,913.00  | \$2,037.30  | \$0.00      | \$0.00 | \$499.80   | \$3,127.80  |
| \$999.40    | \$947.10    | \$0.00      | \$0.00 | \$152.10   | \$1,183.80  |
| \$94.00     | \$46.60     | \$564.50    | \$0.00 | \$317.55   | \$1,362.60  |
| \$1,123.15  | \$1,236.60  | \$0.00      | \$0.00 | \$333.60   | \$1,378.80  |
| \$2,459.35  | \$612.90    | \$0.00      | \$0.00 | \$551.45   | \$1,566.00  |
| \$280.55    | \$1,269.40  | \$0.00      | \$0.00 | \$331.40   | \$1,038.00  |
| \$1,488.00  | \$1,633.90  | \$3,447.90  | \$0.00 | \$781.90   | \$2,815.80  |
| \$203.00    | \$312.60    | \$0.00      | \$0.00 | \$169.30   | \$277.20    |
| \$1,702.60  | \$1,802.10  | \$0.00      | \$0.00 | \$886.40   | \$2,799.00  |
| \$4,194.10  | \$3,137.25  | \$0.00      | \$0.00 | \$1,127.50 | \$4,032.60  |
| \$0.00      | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$0.00      |
| \$787.30    | \$538.40    | \$0.00      | \$0.00 | \$213.70   | \$1,011.00  |
| \$63.60     | \$0.00      | \$122.10    | \$0.00 | \$0.00     | \$283.20    |
| \$1,635.20  | \$2,500.25  | \$0.00      | \$0.00 | \$715.30   | \$2,216.40  |
| \$4,484.75  | \$2,774.20  | \$0.00      | \$0.00 | \$2,325.45 | \$3,954.60  |
| \$6,400.45  | \$9,018.45  | \$11,292.00 | \$0.00 | \$4,472.40 | \$12,801.00 |
| \$251.00    | \$220.60    | \$411.80    | \$0.00 | \$220.80   | \$676.20    |
| \$899.45    | \$1,130.60  | \$0.00      | \$0.00 | \$214.00   | \$1,908.00  |
| \$1,546.70  | \$2,903.10  | \$4,008.90  | \$0.00 | \$758.20   | \$3,323.40  |

|             |             |             |        |            |             |
|-------------|-------------|-------------|--------|------------|-------------|
| \$766.00    | \$919.20    | \$0.00      | \$0.00 | \$340.85   | \$1,573.80  |
| \$348.60    | \$494.30    | \$0.00      | \$0.00 | \$352.20   | \$1,607.40  |
| \$1,857.35  | \$460.90    | \$0.00      | \$0.00 | \$399.10   | \$1,155.00  |
| \$4,233.35  | \$893.50    | \$0.00      | \$0.00 | \$632.85   | \$3,678.60  |
| \$8,165.05  | \$11,147.35 | \$0.00      | \$0.00 | \$3,376.35 | \$6,777.60  |
| \$3,630.60  | \$5,194.30  | \$7,547.60  | \$0.00 | \$2,734.45 | \$5,254.20  |
| \$2,485.55  | \$2,479.75  | \$0.00      | \$0.00 | \$1,272.90 | \$2,858.40  |
| \$2,784.40  | \$2,622.50  | \$0.00      | \$0.00 | \$1,011.30 | \$4,026.60  |
| \$0.00      | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$0.00      |
| \$0.00      | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$0.00      |
| \$2,196.10  | \$2,158.95  | \$0.00      | \$0.00 | \$1,045.80 | \$2,823.00  |
| \$10,883.95 | \$7,431.50  | \$0.00      | \$0.00 | \$2,872.50 | \$11,712.00 |
| \$966.55    | \$757.10    | \$0.00      | \$0.00 | \$630.35   | \$1,209.00  |
| \$2,157.85  | \$3,521.55  | \$3,685.90  | \$0.00 | \$1,373.05 | \$8,120.40  |
| \$3,200.90  | \$1,796.80  | \$0.00      | \$0.00 | \$956.70   | \$3,265.20  |
| \$564.00    | \$534.90    | \$0.00      | \$0.00 | \$250.00   | \$1,050.00  |
| \$2,971.90  | \$1,738.50  | \$0.00      | \$0.00 | \$744.05   | \$3,234.60  |
| \$168.45    | \$140.90    | \$516.70    | \$0.00 | \$44.90    | \$129.60    |
| \$1,426.40  | \$898.40    | \$0.00      | \$0.00 | \$777.30   | \$1,712.40  |
| \$893.25    | \$1,214.10  | \$1,445.80  | \$0.00 | \$770.15   | \$1,256.40  |
| \$3,929.05  | \$5,868.95  | \$0.00      | \$0.00 | \$1,162.60 | \$3,833.40  |
| \$11,077.25 | \$7,749.85  | \$0.00      | \$0.00 | \$3,020.15 | \$13,141.20 |
| \$837.50    | \$1,220.65  | \$1,588.70  | \$0.00 | \$519.50   | \$1,561.80  |
| \$1,447.60  | \$1,711.70  | \$0.00      | \$0.00 | \$889.80   | \$1,877.40  |
| \$9,941.40  | \$12,370.25 | \$11,158.50 | \$0.00 | \$2,399.45 | \$8,720.40  |
| \$633.20    | \$321.80    | \$0.00      | \$0.00 | \$136.80   | \$744.00    |
| \$15,658.85 | \$28,176.55 | \$0.00      | \$0.00 | \$8,509.35 | \$11,967.00 |
| \$0.10      | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$0.00      |
| \$1,757.30  | \$880.15    | \$1,985.30  | \$0.00 | \$271.30   | \$754.80    |
| \$1,597.90  | \$1,117.20  | \$0.00      | \$0.00 | \$677.60   | \$1,560.00  |
| \$153.80    | \$1.50      | \$278.30    | \$0.00 | \$37.50    | \$205.20    |
| \$4,637.60  | \$4,125.10  | \$0.00      | \$0.00 | \$1,383.60 | \$8,535.00  |
| \$363.75    | \$245.60    | \$0.00      | \$0.00 | \$129.80   | \$642.00    |
| \$308.70    | \$166.80    | \$0.00      | \$0.00 | \$37.80    | \$315.00    |
| \$2,475.40  | \$2,595.00  | \$0.00      | \$0.00 | \$1,168.00 | \$3,612.60  |
| \$1,469.40  | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$1,435.80  |
| \$437.70    | \$288.30    | \$1,052.75  | \$0.00 | \$166.80   | \$692.40    |
| \$0.00      | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$0.00      |

|                    |                    |               |               |                   |                    |
|--------------------|--------------------|---------------|---------------|-------------------|--------------------|
| \$410.20           | \$977.30           | \$1,159.90    | \$0.00        | \$238.55          | \$1,524.00         |
| \$15,260.90        | \$14,404.10        | \$0.00        | \$0.00        | \$4,841.30        | \$12,252.60        |
| \$3,332.10         | \$1,822.60         | \$0.00        | \$0.00        | \$504.75          | \$6,794.40         |
| \$835.10           | \$274.50           | \$0.00        | \$0.00        | \$411.90          | \$1,002.00         |
| \$9,589.75         | \$17,063.20        | \$13,577.30   | \$0.00        | \$4,168.00        | \$9,349.80         |
| \$295.50           | \$476.60           | \$854.30      | \$0.00        | \$99.50           | \$576.00           |
| \$1,418.15         | \$977.40           | \$0.00        | \$0.00        | \$185.70          | \$1,595.40         |
| \$8,250.55         | \$8,658.70         | \$0.00        | \$0.00        | \$2,666.40        | \$8,556.60         |
| \$5,148.95         | \$6,723.10         | \$9,382.30    | \$0.00        | \$2,324.05        | \$10,239.00        |
| \$901.25           | \$2,188.55         | \$2,066.95    | \$0.00        | \$635.40          | \$2,731.20         |
| <b>\$6,575.20</b>  | <b>\$2,510.30</b>  | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$1,112.05</b> | <b>\$4,872.60</b>  |
| \$115.70           | \$472.70           | \$604.50      | \$0.00        | \$174.60          | \$246.00           |
| \$3,950.50         | \$6,006.30         | \$8,305.95    | \$0.00        | \$1,340.70        | \$6,218.40         |
| \$15,674.60        | \$16,416.90        | \$0.00        | \$0.00        | \$4,299.80        | \$12,504.60        |
| \$148.05           | \$93.00            | \$235.70      | \$0.00        | \$164.40          | \$237.00           |
| \$882.95           | \$528.30           | \$818.10      | \$0.00        | \$212.70          | \$1,308.00         |
| \$426.15           | \$231.80           | \$835.00      | \$0.00        | \$68.10           | \$289.80           |
| \$25,204.45        | \$42,135.40        | \$27,725.40   | \$0.00        | \$4,819.60        | \$15,088.20        |
| \$7,530.80         | \$7,499.50         | \$0.00        | \$0.00        | \$2,689.55        | \$9,089.40         |
| \$2,248.35         | \$3,238.35         | \$5,735.30    | \$0.00        | \$1,560.50        | \$6,683.40         |
| \$5,732.80         | \$6,134.50         | \$0.00        | \$0.00        | \$1,207.00        | \$6,141.60         |
| \$1,221.95         | \$1,583.80         | \$2,207.35    | \$0.00        | \$755.60          | \$3,207.60         |
| \$227.40           | \$178.50           | \$493.30      | \$0.00        | \$67.10           | \$156.00           |
| \$688.30           | \$2,009.50         | \$2,370.80    | \$0.00        | \$565.85          | \$2,960.40         |
| \$551.10           | \$495.05           | \$2,490.50    | \$0.00        | \$0.00            | \$0.00             |
| \$2,106.95         | \$2,954.30         | \$4,309.40    | \$0.00        | \$1,080.50        | \$3,395.40         |
| \$1,064.35         | \$1,028.80         | \$0.00        | \$0.00        | \$446.85          | \$3,783.60         |
| \$6,879.40         | \$10,594.95        | \$7,588.20    | \$0.00        | \$3,229.40        | \$11,457.60        |
| <b>\$17,506.05</b> | <b>\$10,633.30</b> | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$4,683.75</b> | <b>\$13,365.60</b> |
| \$596.90           | \$442.90           | \$0.00        | \$0.00        | \$377.00          | \$1,306.20         |
| \$808.80           | \$2,145.70         | \$0.00        | \$0.00        | \$553.75          | \$3,006.00         |
| \$359.25           | \$1,413.10         | \$892.30      | \$0.00        | \$330.00          | \$1,181.40         |
| \$881.85           | \$1,366.50         | \$1,676.60    | \$0.00        | \$239.50          | \$1,020.00         |
| \$5,183.60         | \$5,077.70         | \$0.00        | \$0.00        | \$1,772.00        | \$9,517.20         |
| \$3,223.10         | \$2,996.10         | \$0.00        | \$0.00        | \$1,267.95        | \$3,436.20         |
| \$1,826.10         | \$1,403.20         | \$2,825.00    | \$0.00        | \$545.10          | \$1,536.00         |
| \$250.00           | \$130.90           | \$0.00        | \$0.00        | \$47.30           | \$283.80           |
| \$2,198.40         | \$1,444.40         | \$0.00        | \$0.00        | \$519.15          | \$1,767.60         |
| \$1,552.70         | \$477.90           | \$0.00        | \$0.00        | \$285.40          | \$1,855.80         |
| \$565.45           | \$972.80           | \$1,184.50    | \$0.00        | \$224.00          | \$1,215.60         |
| \$4,533.55         | \$2,975.30         | \$0.00        | \$0.00        | \$1,085.15        | \$6,597.60         |
| \$87.70            | \$160.60           | \$451.60      | \$0.00        | \$186.55          | \$300.00           |

|             |             |             |        |            |             |
|-------------|-------------|-------------|--------|------------|-------------|
| \$253.70    | \$592.70    | \$1,219.75  | \$0.00 | \$330.65   | \$975.00    |
| \$2,306.75  | \$2,602.50  | \$0.00      | \$0.00 | \$1,067.80 | \$2,458.80  |
| \$49.60     | \$39.00     | \$54.30     | \$0.00 | \$32.55    | \$96.00     |
| \$897.50    | \$1,175.20  | \$0.00      | \$0.00 | \$344.70   | \$1,657.20  |
| \$60.60     | \$289.00    | \$574.70    | \$0.00 | \$18.50    | \$83.40     |
| \$272.85    | \$243.00    | \$0.00      | \$0.00 | \$139.40   | \$372.60    |
| \$3,247.30  | \$2,120.60  | \$4,115.60  | \$0.00 | \$557.40   | \$2,796.60  |
| \$213.10    | \$39.40     | \$228.10    | \$0.00 | \$208.65   | \$222.00    |
| \$3,428.75  | \$4,933.45  | \$5,483.20  | \$0.00 | \$1,713.55 | \$6,079.80  |
| \$127.20    | \$133.20    | \$37.20     | \$0.00 | \$19.20    | \$130.80    |
| \$2,205.95  | \$1,558.90  | \$0.00      | \$0.00 | \$874.20   | \$1,992.60  |
| \$640.95    | \$790.50    | \$0.00      | \$0.00 | \$386.20   | \$1,581.60  |
| \$4,303.45  | \$2,676.30  | \$0.00      | \$0.00 | \$1,161.00 | \$4,139.40  |
| \$1,471.85  | \$1,340.90  | \$2,939.85  | \$0.00 | \$561.65   | \$2,968.80  |
| \$8,651.95  | \$6,535.20  | \$0.00      | \$0.00 | \$1,776.00 | \$8,572.20  |
| \$0.00      | \$360.00    | \$0.00      | \$0.00 | \$151.00   | \$756.00    |
| \$5,014.70  | \$1,719.90  | \$0.00      | \$0.00 | \$1,004.80 | \$3,126.00  |
| \$9,046.25  | \$12,433.80 | \$8,027.80  | \$0.00 | \$2,807.95 | \$8,811.60  |
| \$303.80    | \$450.70    | \$0.00      | \$0.00 | \$60.80    | \$534.60    |
| \$4,273.00  | \$1,343.40  | \$0.00      | \$0.00 | \$664.20   | \$4,057.20  |
| \$5,013.25  | \$9,626.90  | \$8,232.60  | \$0.00 | \$2,171.10 | \$8,533.80  |
| \$2,000.95  | \$1,045.90  | \$0.00      | \$0.00 | \$441.35   | \$2,127.00  |
| \$1,225.90  | \$1,845.45  | \$2,429.30  | \$0.00 | \$507.70   | \$1,549.20  |
| \$3,509.50  | \$1,082.50  | \$0.00      | \$0.00 | \$840.45   | \$3,613.80  |
| \$2,205.40  | \$1,459.80  | \$0.00      | \$0.00 | \$449.10   | \$2,427.60  |
| \$8,515.05  | \$4,918.90  | \$13,534.30 | \$0.00 | \$1,949.40 | \$5,839.20  |
| \$750.90    | \$1,521.65  | \$1,382.15  | \$0.00 | \$497.55   | \$2,316.60  |
| \$0.00      | \$0.00      | \$0.00      | \$0.00 | \$0.00     | \$0.00      |
| \$4,063.25  | \$4,895.50  | \$0.00      | \$0.00 | \$2,388.55 | \$7,557.00  |
| \$1,102.20  | \$160.50    | \$0.00      | \$0.00 | \$212.30   | \$1,278.60  |
| \$4,427.45  | \$7,415.25  | \$9,707.90  | \$0.00 | \$2,185.95 | \$9,961.20  |
| \$5.40      | \$132.20    | \$354.50    | \$0.00 | \$84.00    | \$0.00      |
| \$196.30    | \$38.50     | \$269.70    | \$0.00 | \$48.10    | \$309.60    |
| \$11,907.35 | \$22,999.10 | \$19,416.00 | \$0.00 | \$6,793.10 | \$16,658.40 |
| \$4,244.15  | \$3,588.30  | \$0.00      | \$0.00 | \$1,309.80 | \$6,037.80  |
| \$2,581.00  | \$3,794.30  | \$3,952.20  | \$0.00 | \$913.20   | \$4,062.60  |
| \$6,954.15  | \$7,863.75  | \$0.00      | \$0.00 | \$2,240.85 | \$6,280.80  |
| \$10,166.15 | \$13,873.50 | \$15,541.25 | \$0.00 | \$3,033.35 | \$9,091.80  |
| \$1,174.35  | \$981.00    | \$0.00      | \$0.00 | \$382.00   | \$1,867.20  |
| \$24.20     | \$15.10     | \$83.10     | \$0.00 | \$22.90    | \$96.00     |
| \$5,887.80  | \$766.70    | \$5,804.10  | \$0.00 | \$453.60   | \$895.20    |
| \$4,044.00  | \$3,185.00  | \$0.00      | \$0.00 | \$1,358.20 | \$3,288.60  |

|            |            |            |        |            |            |
|------------|------------|------------|--------|------------|------------|
| \$1,039.30 | \$583.40   | \$0.00     | \$0.00 | \$212.70   | \$629.40   |
| \$112.20   | \$531.90   | \$350.70   | \$0.00 | \$168.65   | \$444.00   |
| \$3,644.50 | \$1,787.50 | \$5,671.90 | \$0.00 | \$1,041.90 | \$3,083.40 |
| \$5,033.35 | \$4,407.00 | \$0.00     | \$0.00 | \$1,765.25 | \$5,343.60 |
| \$4,510.45 | \$3,727.80 | \$0.00     | \$0.00 | \$1,277.85 | \$2,467.80 |
| \$4,694.20 | \$2,638.50 | \$0.00     | \$0.00 | \$1,132.80 | \$5,623.80 |
| \$3,810.45 | \$2,193.90 | \$3,886.30 | \$0.00 | \$899.90   | \$3,150.60 |
| \$0.00     | \$13.50    | \$21.80    | \$0.00 | \$40.00    | \$0.00     |
| \$455.70   | \$824.00   | \$1,574.00 | \$0.00 | \$319.60   | \$1,154.40 |
| \$0.00     | \$0.00     | \$0.00     | \$0.00 | \$0.00     | \$6.00     |



| OPICI   | SLOCUM   | SUM         | DIFFERENCE | 10/1/2022 to<br>3/31/2023 |
|---------|----------|-------------|------------|---------------------------|
| \$0.00  | \$0.00   | \$1,653.60  | \$0.00     | ASG                       |
| \$3.00  | \$6.00   | \$19,741.25 | \$0.00     | BB                        |
| \$0.00  | \$5.80   | \$5,323.30  | \$0.00     | CDI                       |
| \$0.00  | \$0.85   | \$4,563.75  | \$0.00     | EDER                      |
| \$0.00  | \$0.00   | \$3,128.50  | \$0.00     | HDI                       |
| \$0.00  | \$0.00   | \$2,732.25  | \$0.00     | HP                        |
| \$0.00  | \$2.50   | \$14,086.55 | \$0.00     | NE                        |
| \$0.00  | \$0.00   | \$1,453.30  | \$0.00     | OPICI                     |
| \$4.20  | \$50.15  | \$9,886.70  | \$0.00     | SLOCUM                    |
| \$0.00  | \$0.00   | \$814.40    | \$0.00     |                           |
| \$0.00  | \$0.00   | \$12,465.40 | \$0.00     |                           |
| \$0.00  | \$1.50   | \$6,711.55  | \$0.00     |                           |
| \$0.00  | \$0.00   | \$1,691.10  | \$0.00     |                           |
| \$12.60 | \$73.75  | \$21,133.65 | \$0.00     |                           |
| \$18.00 | \$87.20  | \$80,392.75 | \$0.00     |                           |
| \$0.00  | \$0.00   | \$0.00      | \$0.00     |                           |
| \$0.00  | \$14.95  | \$59,926.20 | \$0.00     |                           |
| \$0.00  | \$1.50   | \$7,415.75  | \$0.00     |                           |
| \$0.00  | \$37.90  | \$10,692.40 | \$0.00     |                           |
| \$0.00  | \$12.10  | \$4,295.30  | \$0.00     |                           |
| \$0.00  | \$0.00   | \$2,385.25  | \$0.00     |                           |
| \$2.40  | \$0.50   | \$4,949.85  | \$0.00     |                           |
| \$0.00  | \$1.00   | \$7,116.70  | \$0.00     |                           |
| \$0.00  | \$0.00   | \$5,163.35  | \$0.00     |                           |
| \$3.00  | \$31.00  | \$10,201.50 | \$0.00     |                           |
| \$36.00 | \$2.75   | \$1,227.05  | \$0.00     |                           |
| \$3.00  | \$14.90  | \$10,411.40 | \$0.00     |                           |
| \$0.00  | \$0.10   | \$16,891.95 | \$0.00     |                           |
| \$0.00  | \$0.00   | \$0.00      | \$0.00     |                           |
| \$0.00  | \$0.00   | \$3,425.80  | \$0.00     |                           |
| \$0.00  | \$0.00   | \$468.90    | \$0.00     |                           |
| \$0.00  | \$0.50   | \$9,713.65  | \$0.00     |                           |
| \$3.00  | \$9.40   | \$17,111.20 | \$0.00     |                           |
| \$15.60 | \$130.45 | \$44,130.35 | \$0.00     |                           |
| \$0.00  | \$1.70   | \$1,782.10  | \$0.00     |                           |
| \$1.20  | \$6.00   | \$5,181.65  | \$0.00     |                           |
| \$7.20  | \$30.00  | \$12,577.50 | \$0.00     |                           |

|         |         |             |        |
|---------|---------|-------------|--------|
| \$0.00  | \$42.00 | \$4,944.45  | \$0.00 |
| \$0.00  | \$0.00  | \$3,883.10  | \$0.00 |
| \$0.00  | \$18.00 | \$4,836.55  | \$0.00 |
| \$0.00  | \$0.00  | \$10,427.10 | \$0.00 |
| \$0.00  | \$63.00 | \$38,243.75 | \$0.00 |
| \$6.00  | \$51.20 | \$24,418.35 | \$0.00 |
| \$6.00  | \$5.40  | \$12,835.80 | \$0.00 |
| \$0.00  | \$7.25  | \$14,405.45 | \$0.00 |
| \$0.00  | \$0.00  | \$0.00      | \$0.00 |
| \$0.00  | \$0.00  | \$0.00      | \$0.00 |
| \$0.00  | \$0.00  | \$11,612.65 | \$0.00 |
| \$0.00  | \$7.50  | \$41,154.45 | \$0.00 |
| \$0.00  | \$0.00  | \$4,925.60  | \$0.00 |
| \$33.00 | \$60.65 | \$18,952.40 | \$0.00 |
| \$0.00  | \$55.05 | \$11,769.45 | \$0.00 |
| \$0.00  | \$1.20  | \$2,838.10  | \$0.00 |
| \$0.00  | \$38.30 | \$11,908.55 | \$0.00 |
| \$0.00  | \$0.00  | \$1,000.55  | \$0.00 |
| \$0.00  | \$5.80  | \$6,708.50  | \$0.00 |
| \$12.00 | \$3.60  | \$5,595.30  | \$0.00 |
| \$0.00  | \$8.40  | \$17,720.20 | \$0.00 |
| \$21.00 | \$31.70 | \$46,199.35 | \$0.00 |
| \$0.00  | \$0.00  | \$5,728.15  | \$0.00 |
| \$0.00  | \$14.75 | \$8,505.05  | \$0.00 |
| \$6.00  | \$97.20 | \$44,693.20 | \$0.00 |
| \$0.00  | \$0.00  | \$2,330.80  | \$0.00 |
| \$0.00  | \$62.30 | \$78,448.85 | \$0.00 |
| \$0.00  | \$0.00  | \$0.10      | \$0.00 |
| \$3.00  | \$12.00 | \$5,663.85  | \$0.00 |
| \$0.00  | \$0.00  | \$6,837.90  | \$0.00 |
| \$0.00  | \$0.00  | \$676.30    | \$0.00 |
| \$0.00  | \$0.00  | \$24,068.70 | \$0.00 |
| \$0.00  | \$6.00  | \$1,819.75  | \$0.00 |
| \$0.00  | \$0.00  | \$970.50    | \$0.00 |
| \$0.00  | \$16.00 | \$13,048.20 | \$0.00 |
| \$0.00  | \$0.00  | \$3,577.20  | \$0.00 |
| \$6.60  | \$28.20 | \$2,672.75  | \$0.00 |
| \$0.00  | \$0.00  | \$0.00      | \$0.00 |

|            |          |              |        |
|------------|----------|--------------|--------|
| \$9.00     | \$17.05  | \$4,336.00   | \$0.00 |
| \$0.00     | \$55.60  | \$66,150.10  | \$0.00 |
| \$0.00     | \$1.05   | \$16,077.10  | \$0.00 |
| \$0.00     | \$1.00   | \$3,960.30   | \$0.00 |
| \$0.00     | \$67.85  | \$53,815.90  | \$0.00 |
| \$3.60     | \$0.00   | \$2,305.50   | \$0.00 |
| \$0.00     | \$0.00   | \$4,856.45   | \$0.00 |
| \$3.00     | \$18.00  | \$34,225.25  | \$0.00 |
| \$1,097.30 | \$131.10 | \$35,045.80  | \$0.00 |
| \$0.00     | \$21.35  | \$8,544.70   | \$0.00 |
| \$0.00     | \$20.40  | \$18,672.55  | \$0.00 |
| \$3.00     | \$18.20  | \$1,634.70   | \$0.00 |
| \$0.60     | \$15.35  | \$25,837.80  | \$0.00 |
| \$0.00     | \$38.40  | \$65,939.50  | \$0.00 |
| \$3.00     | \$6.00   | \$887.15     | \$0.00 |
| \$0.00     | \$0.00   | \$3,750.05   | \$0.00 |
| \$0.00     | \$0.30   | \$1,851.15   | \$0.00 |
| \$12.00    | \$88.00  | \$115,073.05 | \$0.00 |
| \$6.00     | \$0.75   | \$35,838.20  | \$0.00 |
| \$3.00     | \$82.05  | \$19,550.95  | \$0.00 |
| \$0.00     | \$20.90  | \$23,943.80  | \$0.00 |
| \$3.00     | \$49.20  | \$9,028.50   | \$0.00 |
| \$0.00     | \$0.00   | \$1,122.30   | \$0.00 |
| \$0.00     | \$15.50  | \$8,610.35   | \$0.00 |
| \$0.00     | \$0.00   | \$3,536.65   | \$0.00 |
| \$6.00     | \$140.75 | \$13,993.30  | \$0.00 |
| \$0.00     | \$1.80   | \$7,829.00   | \$0.00 |
| \$726.90   | \$57.85  | \$40,534.30  | \$0.00 |
| \$4.20     | \$115.50 | \$59,006.20  | \$0.00 |
| \$0.00     | \$0.00   | \$4,133.60   | \$0.00 |
| \$7.20     | \$4.80   | \$10,368.65  | \$0.00 |
| \$0.00     | \$41.60  | \$4,217.65   | \$0.00 |
| \$3.00     | \$5.85   | \$5,193.30   | \$0.00 |
| \$4.20     | \$36.15  | \$26,870.85  | \$0.00 |
| \$0.00     | \$30.00  | \$14,475.95  | \$0.00 |
| \$0.00     | \$4.80   | \$8,140.20   | \$0.00 |
| \$0.00     | \$0.00   | \$1,036.00   | \$0.00 |
| \$0.00     | \$34.50  | \$7,462.25   | \$0.00 |
| \$0.00     | \$0.00   | \$4,845.00   | \$0.00 |
| \$0.00     | \$6.75   | \$4,169.10   | \$0.00 |
| \$0.00     | \$50.50  | \$20,361.90  | \$0.00 |
| \$3.00     | \$1.75   | \$1,191.20   | \$0.00 |

|         |          |             |        |
|---------|----------|-------------|--------|
| \$12.00 | \$0.00   | \$3,383.80  | \$0.00 |
| \$0.00  | \$1.00   | \$12,362.05 | \$0.00 |
| \$0.00  | \$2.25   | \$273.70    | \$0.00 |
| \$0.00  | \$0.50   | \$5,585.30  | \$0.00 |
| \$0.00  | \$0.30   | \$1,026.50  | \$0.00 |
| \$0.00  | \$0.00   | \$1,223.45  | \$0.00 |
| \$0.00  | \$12.05  | \$12,849.55 | \$0.00 |
| \$0.00  | \$0.00   | \$911.25    | \$0.00 |
| \$0.60  | \$103.00 | \$21,742.35 | \$0.00 |
| \$0.00  | \$0.00   | \$447.60    | \$0.00 |
| \$0.00  | \$129.00 | \$8,510.25  | \$0.00 |
| \$0.00  | \$6.00   | \$4,578.85  | \$0.00 |
| \$0.00  | \$0.00   | \$16,353.55 | \$0.00 |
| \$6.00  | \$21.80  | \$9,310.85  | \$0.00 |
| \$13.20 | \$3.75   | \$31,954.90 | \$0.00 |
| \$0.00  | \$0.00   | \$1,651.60  | \$0.00 |
| \$0.00  | \$2.75   | \$14,554.55 | \$0.00 |
| \$6.00  | \$43.75  | \$41,177.15 | \$0.00 |
| \$0.00  | \$0.00   | \$1,594.10  | \$0.00 |
| \$15.00 | \$0.00   | \$12,653.20 | \$0.00 |
| \$48.00 | \$11.85  | \$33,637.50 | \$0.00 |
| \$0.00  | \$3.00   | \$7,402.00  | \$0.00 |
| \$6.00  | \$9.85   | \$7,573.40  | \$0.00 |
| \$0.00  | \$117.55 | \$11,321.40 | \$0.00 |
| \$0.00  | \$30.00  | \$9,407.50  | \$0.00 |
| \$3.00  | \$21.50  | \$34,781.35 | \$0.00 |
| \$10.50 | \$254.70 | \$6,734.05  | \$0.00 |
| \$0.00  | \$0.00   | \$0.00      | \$0.00 |
| \$0.00  | \$7.20   | \$25,882.30 | \$0.00 |
| \$0.00  | \$0.00   | \$4,148.60  | \$0.00 |
| \$12.00 | \$90.50  | \$33,800.25 | \$0.00 |
| \$0.00  | \$0.00   | \$576.10    | \$0.00 |
| \$0.00  | \$1.85   | \$864.05    | \$0.00 |
| \$0.00  | \$18.70  | \$77,792.65 | \$0.00 |
| \$0.00  | \$8.25   | \$20,236.70 | \$0.00 |
| \$3.00  | \$20.95  | \$15,327.25 | \$0.00 |
| \$6.00  | \$182.15 | \$27,432.50 | \$0.00 |
| \$9.00  | \$200.00 | \$51,915.05 | \$0.00 |
| \$4.20  | \$3.60   | \$6,193.75  | \$0.00 |
| \$0.00  | \$0.00   | \$241.30    | \$0.00 |
| \$9.00  | \$85.40  | \$13,901.80 | \$0.00 |
| \$0.00  | \$4.50   | \$15,719.10 | \$0.00 |

|        |         |             |        |
|--------|---------|-------------|--------|
| \$0.00 | \$14.40 | \$3,141.60  | \$0.00 |
| \$0.00 | \$8.05  | \$1,615.50  | \$0.00 |
| \$0.00 | \$0.00  | \$15,229.20 | \$0.00 |
| \$0.00 | \$6.00  | \$21,681.60 | \$0.00 |
| \$0.00 | \$6.00  | \$15,806.50 | \$0.00 |
| \$0.00 | \$6.50  | \$17,596.20 | \$0.00 |
| \$0.00 | \$9.40  | \$13,950.55 | \$0.00 |
| \$0.00 | \$0.05  | \$75.35     | \$0.00 |
| \$0.00 | \$75.60 | \$4,403.30  | \$0.00 |
| \$0.00 | \$0.00  | \$6.00      | \$0.00 |

| <b>\$2,413,228.05</b> | <b>% Change</b> | <b>4/1/2022 to<br/>9/30/2022</b> | <b>\$2,328,456.55</b> |                     |
|-----------------------|-----------------|----------------------------------|-----------------------|---------------------|
| \$301,611.60          | 1.66%           | ASG                              | \$296,679.96          | <i>Prior Period</i> |
| \$505,663.00          | -2.60%          | BB                               | \$519,137.20          | <i>Prior Period</i> |
| \$545,645.90          | 4.26%           | CDI                              | \$523,336.10          | <i>Prior Period</i> |
| \$298,525.00          | 3.32%           | EDER                             | \$288,935.75          | <i>Prior Period</i> |
| \$0.00                | 0.00%           | HDI                              | \$0.00                | <i>Prior Period</i> |
| \$173,538.10          | 10.76%          | HP                               | \$156,681.65          | <i>Prior Period</i> |
| \$582,097.80          | 8.51%           | NE                               | \$536,458.69          | <i>Prior Period</i> |
| \$2,264.30            | 8.30%           | OPICI                            | \$2,090.80            | <i>Prior Period</i> |
| \$3,882.35            | -24.41%         | SLOCUM                           | \$5,136.40            | <i>Prior Period</i> |
| \$2,413,228.05        |                 |                                  | \$2,328,456.55        |                     |
| <b>\$2,413,228.05</b> |                 |                                  |                       |                     |
| <b>\$0.00</b>         |                 |                                  |                       |                     |

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| ASG        | ANDOVER       | 9,420     | \$471.00           |
| ASG        | ANSONIA       | 0         | \$0.00             |
| ASG        | ASHFORD       | 22,080    | \$1,104.00         |
| ASG        | AVON          | 25,656    | \$1,282.80         |
| ASG        | BARKHAMSTED   | 0         | \$0.00             |
| ASG        | BEACON FALLS  | 0         | \$0.00             |
| ASG        | BERLIN        | 69,972    | \$3,498.60         |
| ASG        | BETHANY       | 0         | \$0.00             |
| ASG        | BETHEL        | 0         | \$0.00             |
| ASG        | BETHLEHEM     | 0         | \$0.00             |
| ASG        | BLOOMFIELD    | 46,500    | \$2,325.00         |
| ASG        | BOLTON        | 34,596    | \$1,729.80         |
| ASG        | BOZRAH        | 10,452    | \$522.60           |
| ASG        | BRANFORD      | 0         | \$0.00             |
| ASG        | BRIDGEPORT    | 0         | \$0.00             |
| ASG        | BRIDGEWATER   | 0         | \$0.00             |
| ASG        | BRISTOL       | 243,912   | \$12,195.60        |
| ASG        | BROOKFIELD    | 0         | \$0.00             |
| ASG        | BROOKLYN      | 41,532    | \$2,076.60         |
| ASG        | BURLINGTON    | 20,016    | \$1,000.80         |
| ASG        | CANAAN        | 0         | \$0.00             |
| ASG        | CANTERBURY    | 17,496    | \$874.80           |
| ASG        | CANTON        | 38,520    | \$1,926.00         |
| ASG        | CHAPLIN       | 44,880    | \$2,244.00         |
| ASG        | CHESHIRE      | 0         | \$0.00             |
| ASG        | CHESTER       | 4,524     | \$226.20           |
| ASG        | CLINTON       | 64,068    | \$3,203.40         |
| ASG        | COLCHESTER    | 88,008    | \$4,400.40         |
| ASG        | COLEBROOK     | 0         | \$0.00             |
| ASG        | COLUMBIA      | 17,508    | \$875.40           |
| ASG        | CORNWALL      | 0         | \$0.00             |
| ASG        | COVENTRY      | 52,920    | \$2,646.00         |
| ASG        | CROMWELL      | 71,196    | \$3,559.80         |
| ASG        | DANBURY       | 0         | \$0.00             |
| ASG        | DARIEN        | 0         | \$0.00             |
| ASG        | DEEP RIVER    | 20,448    | \$1,022.40         |
| ASG        | DERBY         | 0         | \$0.00             |
| ASG        | DURHAM        | 26,052    | \$1,302.60         |
| ASG        | EAST GRANBY   | 21,612    | \$1,080.60         |
| ASG        | EAST HADDAM   | 18,924    | \$946.20           |
| ASG        | EAST HAMPTON  | 19,776    | \$988.80           |
| ASG        | EAST HARTFORD | 174,288   | \$8,714.40         |
| ASG        | EAST HAVEN    | 0         | \$0.00             |
| ASG        | EAST LYME     | 74,556    | \$3,727.80         |

|     |               |         |             |
|-----|---------------|---------|-------------|
| ASG | EAST WINDSOR  | 79,068  | \$3,953.40  |
| ASG | EASTFORD      | 0       | \$0.00      |
| ASG | EASTON        | 0       | \$0.00      |
| ASG | ELLINGTON     | 67,776  | \$3,388.80  |
| ASG | ENFIELD       | 164,940 | \$8,247.00  |
| ASG | ESSEX         | 27,252  | \$1,362.60  |
| ASG | FAIRFIELD     | 0       | \$0.00      |
| ASG | FARMINGTON    | 49,896  | \$2,494.80  |
| ASG | FRANKLIN      | 8,760   | \$438.00    |
| ASG | GLASTONBURY   | 63,624  | \$3,181.20  |
| ASG | GOSHEN        | 0       | \$0.00      |
| ASG | GRANBY        | 37,764  | \$1,888.20  |
| ASG | GREENWICH     | 0       | \$0.00      |
| ASG | GRISWOLD      | 58,356  | \$2,917.80  |
| ASG | GROTON        | 223,164 | \$11,158.20 |
| ASG | GUILFORD      | 0       | \$0.00      |
| ASG | HADDAM        | 51,276  | \$2,563.80  |
| ASG | HAMDEN        | 0       | \$0.00      |
| ASG | HAMPTON       | 9,900   | \$495.00    |
| ASG | HARTFORD      | 281,496 | \$14,074.80 |
| ASG | HARTLAND      | 0       | \$0.00      |
| ASG | HARWINTON     | 0       | \$0.00      |
| ASG | HEBRON        | 37,704  | \$1,885.20  |
| ASG | KENT          | 0       | \$0.00      |
| ASG | KILLINGLY     | 107,748 | \$5,387.40  |
| ASG | KILLINGWORTH  | 8,652   | \$432.60    |
| ASG | LEBANON       | 2,844   | \$142.20    |
| ASG | LEDYARD       | 63,624  | \$3,181.20  |
| ASG | LISBON        | 13,440  | \$672.00    |
| ASG | LITCHFIELD    | 0       | \$0.00      |
| ASG | LYME          | 0       | \$0.00      |
| ASG | MADISON       | 0       | \$0.00      |
| ASG | MANCHESTER    | 386,712 | \$19,335.60 |
| ASG | MANSFIELD     | 72,444  | \$3,622.20  |
| ASG | MARLBOROUGH   | 28,716  | \$1,435.80  |
| ASG | MERIDEN       | 0       | \$0.00      |
| ASG | MIDDLEBURY    | 0       | \$0.00      |
| ASG | MIDDLEFIELD   | 13,596  | \$679.80    |
| ASG | MIDDLETOWN    | 121,440 | \$6,072.00  |
| ASG | MILFORD       | 0       | \$0.00      |
| ASG | MONROE        | 0       | \$0.00      |
| ASG | MONTVILLE     | 71,640  | \$3,582.00  |
| ASG | MORRIS        | 0       | \$0.00      |
| ASG | NAUGATUCK     | 0       | \$0.00      |
| ASG | NEW BRITAIN   | 340,104 | \$17,005.20 |
| ASG | NEW CANAAN    | 0       | \$0.00      |
| ASG | NEW FAIRFIELD | 0       | \$0.00      |



|     |                  |         |             |
|-----|------------------|---------|-------------|
| ASG | NEW HARTFORD     | 0       | \$0.00      |
| ASG | NEW HAVEN        | 0       | \$0.00      |
| ASG | NEW LONDON       | 180,444 | \$9,022.20  |
| ASG | NEW MILFORD      | 0       | \$0.00      |
| ASG | NEWINGTON        | 94,140  | \$4,707.00  |
| ASG | NEWTOWN          | 0       | \$0.00      |
| ASG | NORFOLK          | 0       | \$0.00      |
| ASG | NORTH BRANFORD   | 0       | \$0.00      |
| ASG | NORTH CANAAN     | 0       | \$0.00      |
| ASG | NORTH HAVEN      | 0       | \$0.00      |
| ASG | NORTH STONINGTON | 30,072  | \$1,503.60  |
| ASG | NORWALK          | 0       | \$0.00      |
| ASG | NORWICH          | 253,956 | \$12,697.80 |
| ASG | OLD LYME         | 28,212  | \$1,410.60  |
| ASG | OLD SAYBROOK     | 76,848  | \$3,842.40  |
| ASG | ORANGE           | 0       | \$0.00      |
| ASG | OXFORD           | 0       | \$0.00      |
| ASG | PLAINFIELD       | 105,600 | \$5,280.00  |
| ASG | PLAINVILLE       | 70,452  | \$3,522.60  |
| ASG | PLYMOUTH         | 0       | \$0.00      |
| ASG | POMFRET          | 6,480   | \$324.00    |
| ASG | PORTLAND         | 29,964  | \$1,498.20  |
| ASG | PRESTON          | 13,464  | \$673.20    |
| ASG | PROSPECT         | 0       | \$0.00      |
| ASG | PUTNAM           | 102,396 | \$5,119.80  |
| ASG | REDDING          | 0       | \$0.00      |
| ASG | RIDGEFIELD       | 0       | \$0.00      |
| ASG | ROCKY HILL       | 78,504  | \$3,925.20  |
| ASG | ROXBURY          | 0       | \$0.00      |
| ASG | SALEM            | 30,204  | \$1,510.20  |
| ASG | SALISBURY        | 0       | \$0.00      |
| ASG | SCOTLAND         | 3,912   | \$195.60    |
| ASG | SEYMOUR          | 0       | \$0.00      |
| ASG | SHARON           | 0       | \$0.00      |
| ASG | SHELTON          | 0       | \$0.00      |
| ASG | SHERMAN          | 0       | \$0.00      |
| ASG | SIMSBURY         | 34,992  | \$1,749.60  |
| ASG | SOMERS           | 23,472  | \$1,173.60  |
| ASG | SOUTH WINDSOR    | 81,468  | \$4,073.40  |
| ASG | SOUTHBURY        | 0       | \$0.00      |
| ASG | SOUTHINGTON      | 128,052 | \$6,402.60  |
| ASG | SPRAGUE          | 7,692   | \$384.60    |
| ASG | STAFFORD         | 73,728  | \$3,686.40  |
| ASG | STAMFORD         | 0       | \$0.00      |
| ASG | STERLING         | 4,884   | \$244.20    |
| ASG | STONINGTON       | 46,008  | \$2,300.40  |
| ASG | STRATFORD        | 0       | \$0.00      |

|     |               |         |            |
|-----|---------------|---------|------------|
| ASG | SUFFIELD      | 35,676  | \$1,783.80 |
| ASG | THOMASTON     | 0       | \$0.00     |
| ASG | THOMPSON      | 43,152  | \$2,157.60 |
| ASG | TOLLAND       | 56,712  | \$2,835.60 |
| ASG | TORRINGTON    | 0       | \$0.00     |
| ASG | TRUMBULL      | 0       | \$0.00     |
| ASG | UNION         | 0       | \$0.00     |
| ASG | VERNON        | 139,416 | \$6,970.80 |
| ASG | VOLUNTOWN     | 27,900  | \$1,395.00 |
| ASG | WALLINGFORD   | 0       | \$0.00     |
| ASG | WARREN        | 0       | \$0.00     |
| ASG | WASHINGTON    | 0       | \$0.00     |
| ASG | WATERBURY     | 0       | \$0.00     |
| ASG | WATERFORD     | 100,968 | \$5,048.40 |
| ASG | WATERTOWN     | 0       | \$0.00     |
| ASG | WEST HARTFORD | 78,096  | \$3,904.80 |
| ASG | WEST HAVEN    | 0       | \$0.00     |
| ASG | WESTBROOK     | 35,628  | \$1,781.40 |
| ASG | WESTON        | 0       | \$0.00     |
| ASG | WESTPORT      | 0       | \$0.00     |
| ASG | WETHERSFIELD  | 76,776  | \$3,838.80 |
| ASG | WILLINGTON    | 13,248  | \$662.40   |
| ASG | WILTON        | 0       | \$0.00     |
| ASG | WINCHESTER    | 0       | \$0.00     |
| ASG | WINDHAM       | 102,528 | \$5,126.40 |
| ASG | WINDSOR       | 76,332  | \$3,816.60 |
| ASG | WINDSOR LOCKS | 70,008  | \$3,500.40 |
| ASG | WOLCOTT       | 0       | \$0.00     |
| ASG | WOODBIDGE     | 0       | \$0.00     |
| ASG | WOODBURY      | 0       | \$0.00     |
| ASG | WOODSTOCK     | 0       | \$0.00     |

**ASG - Total Enviro Fee:**

**\$301,611.60**

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| BRESCOME   | ANDOVER       | 6,600     | \$330.00           |
| BRESCOME   | ANSONIA       | 70,229    | \$3,511.45         |
| BRESCOME   | ASHFORD       | 26,210    | \$1,310.50         |
| BRESCOME   | AVON          | 25,464    | \$1,273.20         |
| BRESCOME   | BARKHAMSTED   | 11,898    | \$594.90           |
| BRESCOME   | BEACON FALLS  | 30,305    | \$1,515.25         |
| BRESCOME   | BERLIN        | 58,211    | \$2,910.55         |
| BRESCOME   | BETHANY       | 4,270     | \$213.50           |
| BRESCOME   | BETHEL        | 38,581    | \$1,929.05         |
| BRESCOME   | BETHLEHEM     | 4,784     | \$239.20           |
| BRESCOME   | BLOOMFIELD    | 72,349    | \$3,617.45         |
| BRESCOME   | BOLTON        | 36,253    | \$1,812.65         |
| BRESCOME   | BOZRAH        | 5,696     | \$284.80           |
| BRESCOME   | BRANFORD      | 37,038    | \$1,851.90         |
| BRESCOME   | BRIDGEPORT    | 279,247   | \$13,962.35        |
| BRESCOME   | BRIDGEWATER   | 0         | \$0.00             |
| BRESCOME   | BRISTOL       | 305,344   | \$15,267.20        |
| BRESCOME   | BROOKFIELD    | 15,474    | \$773.70           |
| BRESCOME   | BROOKLYN      | 58,260    | \$2,913.00         |
| BRESCOME   | BURLINGTON    | 19,988    | \$999.40           |
| BRESCOME   | CANAAN        | 1,880     | \$94.00            |
| BRESCOME   | CANTERBURY    | 22,463    | \$1,123.15         |
| BRESCOME   | CANTON        | 49,187    | \$2,459.35         |
| BRESCOME   | CHAPLIN       | 5,611     | \$280.55           |
| BRESCOME   | CHESHIRE      | 29,760    | \$1,488.00         |
| BRESCOME   | CHESTER       | 4,060     | \$203.00           |
| BRESCOME   | CLINTON       | 34,052    | \$1,702.60         |
| BRESCOME   | COLCHESTER    | 83,882    | \$4,194.10         |
| BRESCOME   | COLEBROOK     | 0         | \$0.00             |
| BRESCOME   | COLUMBIA      | 15,746    | \$787.30           |
| BRESCOME   | CORNWALL      | 1,272     | \$63.60            |
| BRESCOME   | COVENTRY      | 32,704    | \$1,635.20         |
| BRESCOME   | CROMWELL      | 89,695    | \$4,484.75         |
| BRESCOME   | DANBURY       | 128,009   | \$6,400.45         |
| BRESCOME   | DARIEN        | 5,020     | \$251.00           |
| BRESCOME   | DEEP RIVER    | 17,989    | \$899.45           |
| BRESCOME   | DERBY         | 30,934    | \$1,546.70         |
| BRESCOME   | DURHAM        | 15,320    | \$766.00           |
| BRESCOME   | EAST GRANBY   | 6,972     | \$348.60           |
| BRESCOME   | EAST HADDAM   | 37,147    | \$1,857.35         |
| BRESCOME   | EAST HAMPTON  | 84,667    | \$4,233.35         |
| BRESCOME   | EAST HARTFORD | 163,301   | \$8,165.05         |
| BRESCOME   | EAST HAVEN    | 72,612    | \$3,630.60         |
| BRESCOME   | EAST LYME     | 49,711    | \$2,485.55         |

|          |               |         |             |
|----------|---------------|---------|-------------|
| BRESCOME | EAST WINDSOR  | 55,688  | \$2,784.40  |
| BRESCOME | EASTFORD      | 0       | \$0.00      |
| BRESCOME | EASTON        | 0       | \$0.00      |
| BRESCOME | ELLINGTON     | 43,922  | \$2,196.10  |
| BRESCOME | ENFIELD       | 217,679 | \$10,883.95 |
| BRESCOME | ESSEX         | 19,331  | \$966.55    |
| BRESCOME | FAIRFIELD     | 43,157  | \$2,157.85  |
| BRESCOME | FARMINGTON    | 64,018  | \$3,200.90  |
| BRESCOME | FRANKLIN      | 11,280  | \$564.00    |
| BRESCOME | GLASTONBURY   | 59,438  | \$2,971.90  |
| BRESCOME | GOSHEN        | 3,369   | \$168.45    |
| BRESCOME | GRANBY        | 28,528  | \$1,426.40  |
| BRESCOME | GREENWICH     | 17,865  | \$893.25    |
| BRESCOME | GRISWOLD      | 78,581  | \$3,929.05  |
| BRESCOME | GROTON        | 221,545 | \$11,077.25 |
| BRESCOME | GUILFORD      | 16,750  | \$837.50    |
| BRESCOME | HADDAM        | 28,952  | \$1,447.60  |
| BRESCOME | HAMDEN        | 198,828 | \$9,941.40  |
| BRESCOME | HAMPTON       | 12,664  | \$633.20    |
| BRESCOME | HARTFORD      | 313,177 | \$15,658.85 |
| BRESCOME | HARTLAND      | 2       | \$0.10      |
| BRESCOME | HARWINTON     | 35,146  | \$1,757.30  |
| BRESCOME | HEBRON        | 31,958  | \$1,597.90  |
| BRESCOME | KENT          | 3,076   | \$153.80    |
| BRESCOME | KILLINGLY     | 92,752  | \$4,637.60  |
| BRESCOME | KILLINGWORTH  | 7,275   | \$363.75    |
| BRESCOME | LEBANON       | 6,174   | \$308.70    |
| BRESCOME | LEDYARD       | 49,508  | \$2,475.40  |
| BRESCOME | LISBON        | 29,388  | \$1,469.40  |
| BRESCOME | LITCHFIELD    | 8,754   | \$437.70    |
| BRESCOME | LYME          | 0       | \$0.00      |
| BRESCOME | MADISON       | 8,204   | \$410.20    |
| BRESCOME | MANCHESTER    | 305,218 | \$15,260.90 |
| BRESCOME | MANSFIELD     | 66,642  | \$3,332.10  |
| BRESCOME | MARLBOROUGH   | 16,702  | \$835.10    |
| BRESCOME | MERIDEN       | 191,795 | \$9,589.75  |
| BRESCOME | MIDDLEBURY    | 5,910   | \$295.50    |
| BRESCOME | MIDDLEFIELD   | 28,363  | \$1,418.15  |
| BRESCOME | MIDDLETOWN    | 165,011 | \$8,250.55  |
| BRESCOME | MILFORD       | 102,979 | \$5,148.95  |
| BRESCOME | MONROE        | 18,025  | \$901.25    |
| BRESCOME | MONTVILLE     | 131,504 | \$6,575.20  |
| BRESCOME | MORRIS        | 2,314   | \$115.70    |
| BRESCOME | NAUGATUCK     | 79,010  | \$3,950.50  |
| BRESCOME | NEW BRITAIN   | 313,492 | \$15,674.60 |
| BRESCOME | NEW CANAAN    | 2,961   | \$148.05    |
| BRESCOME | NEW FAIRFIELD | 17,659  | \$882.95    |

|          |                  |         |             |
|----------|------------------|---------|-------------|
| BRESCOME | NEW HARTFORD     | 8,523   | \$426.15    |
| BRESCOME | NEW HAVEN        | 504,089 | \$25,204.45 |
| BRESCOME | NEW LONDON       | 150,616 | \$7,530.80  |
| BRESCOME | NEW MILFORD      | 44,967  | \$2,248.35  |
| BRESCOME | NEWINGTON        | 114,656 | \$5,732.80  |
| BRESCOME | NEWTOWN          | 24,439  | \$1,221.95  |
| BRESCOME | NORFOLK          | 4,548   | \$227.40    |
| BRESCOME | NORTH BRANFORD   | 13,766  | \$688.30    |
| BRESCOME | NORTH CANAAN     | 11,022  | \$551.10    |
| BRESCOME | NORTH HAVEN      | 42,139  | \$2,106.95  |
| BRESCOME | NORTH STONINGTON | 21,287  | \$1,064.35  |
| BRESCOME | NORWALK          | 137,588 | \$6,879.40  |
| BRESCOME | NORWICH          | 350,121 | \$17,506.05 |
| BRESCOME | OLD LYME         | 11,938  | \$596.90    |
| BRESCOME | OLD SAYBROOK     | 16,176  | \$808.80    |
| BRESCOME | ORANGE           | 7,185   | \$359.25    |
| BRESCOME | OXFORD           | 17,637  | \$881.85    |
| BRESCOME | PLAINFIELD       | 103,672 | \$5,183.60  |
| BRESCOME | PLAINVILLE       | 64,462  | \$3,223.10  |
| BRESCOME | PLYMOUTH         | 36,522  | \$1,826.10  |
| BRESCOME | POMFRET          | 5,000   | \$250.00    |
| BRESCOME | PORTLAND         | 43,968  | \$2,198.40  |
| BRESCOME | PRESTON          | 31,054  | \$1,552.70  |
| BRESCOME | PROSPECT         | 11,309  | \$565.45    |
| BRESCOME | PUTNAM           | 90,671  | \$4,533.55  |
| BRESCOME | REDDING          | 1,754   | \$87.70     |
| BRESCOME | RIDGEFIELD       | 5,074   | \$253.70    |
| BRESCOME | ROCKY HILL       | 46,135  | \$2,306.75  |
| BRESCOME | ROXBURY          | 992     | \$49.60     |
| BRESCOME | SALEM            | 17,950  | \$897.50    |
| BRESCOME | SALISBURY        | 1,212   | \$60.60     |
| BRESCOME | SCOTLAND         | 5,457   | \$272.85    |
| BRESCOME | SEYMOUR          | 64,946  | \$3,247.30  |
| BRESCOME | SHARON           | 4,262   | \$213.10    |
| BRESCOME | SHELTON          | 68,575  | \$3,428.75  |
| BRESCOME | SHERMAN          | 2,544   | \$127.20    |
| BRESCOME | SIMSBURY         | 44,119  | \$2,205.95  |
| BRESCOME | SOMERS           | 12,819  | \$640.95    |
| BRESCOME | SOUTH WINDSOR    | 86,069  | \$4,303.45  |
| BRESCOME | SOUTHBURY        | 29,437  | \$1,471.85  |
| BRESCOME | SOUTHINGTON      | 173,039 | \$8,651.95  |
| BRESCOME | SPRAGUE          | 0       | \$0.00      |
| BRESCOME | STAFFORD         | 100,294 | \$5,014.70  |
| BRESCOME | STAMFORD         | 180,925 | \$9,046.25  |
| BRESCOME | STERLING         | 6,076   | \$303.80    |
| BRESCOME | STONINGTON       | 85,460  | \$4,273.00  |
| BRESCOME | STRATFORD        | 100,265 | \$5,013.25  |

|          |               |         |             |
|----------|---------------|---------|-------------|
| BRESCOME | SUFFIELD      | 40,019  | \$2,000.95  |
| BRESCOME | THOMASTON     | 24,518  | \$1,225.90  |
| BRESCOME | THOMPSON      | 70,190  | \$3,509.50  |
| BRESCOME | TOLLAND       | 44,108  | \$2,205.40  |
| BRESCOME | TORRINGTON    | 170,301 | \$8,515.05  |
| BRESCOME | TRUMBULL      | 15,018  | \$750.90    |
| BRESCOME | UNION         | 0       | \$0.00      |
| BRESCOME | VERNON        | 81,265  | \$4,063.25  |
| BRESCOME | VOLUNTOWN     | 22,044  | \$1,102.20  |
| BRESCOME | WALLINGFORD   | 88,549  | \$4,427.45  |
| BRESCOME | WARREN        | 108     | \$5.40      |
| BRESCOME | WASHINGTON    | 3,926   | \$196.30    |
| BRESCOME | WATERBURY     | 238,147 | \$11,907.35 |
| BRESCOME | WATERFORD     | 84,883  | \$4,244.15  |
| BRESCOME | WATERTOWN     | 51,620  | \$2,581.00  |
| BRESCOME | WEST HARTFORD | 139,083 | \$6,954.15  |
| BRESCOME | WEST HAVEN    | 203,323 | \$10,166.15 |
| BRESCOME | WESTBROOK     | 23,487  | \$1,174.35  |
| BRESCOME | WESTON        | 484     | \$24.20     |
| BRESCOME | WESTPORT      | 117,756 | \$5,887.80  |
| BRESCOME | WETHERSFIELD  | 80,880  | \$4,044.00  |
| BRESCOME | WILLINGTON    | 20,786  | \$1,039.30  |
| BRESCOME | WILTON        | 2,244   | \$112.20    |
| BRESCOME | WINCHESTER    | 72,890  | \$3,644.50  |
| BRESCOME | WINDHAM       | 100,667 | \$5,033.35  |
| BRESCOME | WINDSOR       | 90,209  | \$4,510.45  |
| BRESCOME | WINDSOR LOCKS | 93,884  | \$4,694.20  |
| BRESCOME | WOLCOTT       | 76,209  | \$3,810.45  |
| BRESCOME | WOODBIDGE     | 0       | \$0.00      |
| BRESCOME | WOODBURY      | 9,114   | \$455.70    |
| BRESCOME | WOODSTOCK     | 0       | \$0.00      |

|                                     |                     |
|-------------------------------------|---------------------|
| <b>BRESCOME - Total Enviro Fee:</b> | <b>\$505,663.00</b> |
|-------------------------------------|---------------------|



| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| CDI        | ANDOVER       | 5,400     | \$270.00           |
| CDI        | ANSONIA       | 103,694   | \$5,184.70         |
| CDI        | ASHFORD       | 14,848    | \$742.40           |
| CDI        | AVON          | 13,038    | \$651.90           |
| CDI        | BARKHAMSTED   | 6,660     | \$333.00           |
| CDI        | BEACON FALLS  | 5,588     | \$279.40           |
| CDI        | BERLIN        | 50,144    | \$2,507.20         |
| CDI        | BETHANY       | 6,126     | \$306.30           |
| CDI        | BETHEL        | 35,002    | \$1,750.10         |
| CDI        | BETHLEHEM     | 1,958     | \$97.90            |
| CDI        | BLOOMFIELD    | 71,682    | \$3,584.10         |
| CDI        | BOLTON        | 22,790    | \$1,139.50         |
| CDI        | BOZRAH        | 5,832     | \$291.60           |
| CDI        | BRANFORD      | 97,334    | \$4,866.70         |
| CDI        | BRIDGEPORT    | 553,292   | \$27,664.60        |
| CDI        | BRIDGEWATER   | 0         | \$0.00             |
| CDI        | BRISTOL       | 254,744   | \$12,737.20        |
| CDI        | BROOKFIELD    | 25,214    | \$1,260.70         |
| CDI        | BROOKLYN      | 40,746    | \$2,037.30         |
| CDI        | BURLINGTON    | 18,942    | \$947.10           |
| CDI        | CANAAN        | 932       | \$46.60            |
| CDI        | CANTERBURY    | 24,732    | \$1,236.60         |
| CDI        | CANTON        | 12,258    | \$612.90           |
| CDI        | CHAPLIN       | 25,388    | \$1,269.40         |
| CDI        | CHESHIRE      | 32,678    | \$1,633.90         |
| CDI        | CHESTER       | 6,252     | \$312.60           |
| CDI        | CLINTON       | 36,042    | \$1,802.10         |
| CDI        | COLCHESTER    | 62,745    | \$3,137.25         |
| CDI        | COLEBROOK     | 0         | \$0.00             |
| CDI        | COLUMBIA      | 10,768    | \$538.40           |
| CDI        | CORNWALL      | 0         | \$0.00             |
| CDI        | COVENTRY      | 50,005    | \$2,500.25         |
| CDI        | CROMWELL      | 55,484    | \$2,774.20         |
| CDI        | DANBURY       | 180,369   | \$9,018.45         |
| CDI        | DARIEN        | 4,412     | \$220.60           |
| CDI        | DEEP RIVER    | 22,612    | \$1,130.60         |
| CDI        | DERBY         | 58,062    | \$2,903.10         |
| CDI        | DURHAM        | 18,384    | \$919.20           |
| CDI        | EAST GRANBY   | 9,886     | \$494.30           |
| CDI        | EAST HADDAM   | 9,218     | \$460.90           |
| CDI        | EAST HAMPTON  | 17,870    | \$893.50           |
| CDI        | EAST HARTFORD | 222,947   | \$11,147.35        |
| CDI        | EAST HAVEN    | 103,886   | \$5,194.30         |
| CDI        | EAST LYME     | 49,595    | \$2,479.75         |

|     |               |         |             |
|-----|---------------|---------|-------------|
| CDI | EAST WINDSOR  | 52,450  | \$2,622.50  |
| CDI | EASTFORD      | 0       | \$0.00      |
| CDI | EASTON        | 0       | \$0.00      |
| CDI | ELLINGTON     | 43,179  | \$2,158.95  |
| CDI | ENFIELD       | 148,630 | \$7,431.50  |
| CDI | ESSEX         | 15,142  | \$757.10    |
| CDI | FAIRFIELD     | 70,431  | \$3,521.55  |
| CDI | FARMINGTON    | 35,936  | \$1,796.80  |
| CDI | FRANKLIN      | 10,698  | \$534.90    |
| CDI | GLASTONBURY   | 34,770  | \$1,738.50  |
| CDI | GOSHEN        | 2,818   | \$140.90    |
| CDI | GRANBY        | 17,968  | \$898.40    |
| CDI | GREENWICH     | 24,282  | \$1,214.10  |
| CDI | GRISWOLD      | 117,379 | \$5,868.95  |
| CDI | GROTON        | 154,997 | \$7,749.85  |
| CDI | GUILFORD      | 24,413  | \$1,220.65  |
| CDI | HADDAM        | 34,234  | \$1,711.70  |
| CDI | HAMDEN        | 247,405 | \$12,370.25 |
| CDI | HAMPTON       | 6,436   | \$321.80    |
| CDI | HARTFORD      | 563,531 | \$28,176.55 |
| CDI | HARTLAND      | 0       | \$0.00      |
| CDI | HARWINTON     | 17,603  | \$880.15    |
| CDI | HEBRON        | 22,344  | \$1,117.20  |
| CDI | KENT          | 30      | \$1.50      |
| CDI | KILLINGLY     | 82,502  | \$4,125.10  |
| CDI | KILLINGWORTH  | 4,912   | \$245.60    |
| CDI | LEBANON       | 3,336   | \$166.80    |
| CDI | LEDYARD       | 51,900  | \$2,595.00  |
| CDI | LISBON        | 0       | \$0.00      |
| CDI | LITCHFIELD    | 5,766   | \$288.30    |
| CDI | LYME          | 0       | \$0.00      |
| CDI | MADISON       | 19,546  | \$977.30    |
| CDI | MANCHESTER    | 288,082 | \$14,404.10 |
| CDI | MANSFIELD     | 36,452  | \$1,822.60  |
| CDI | MARLBOROUGH   | 5,490   | \$274.50    |
| CDI | MERIDEN       | 341,264 | \$17,063.20 |
| CDI | MIDDLEBURY    | 9,532   | \$476.60    |
| CDI | MIDDLEFIELD   | 19,548  | \$977.40    |
| CDI | MIDDLETOWN    | 173,174 | \$8,658.70  |
| CDI | MILFORD       | 134,462 | \$6,723.10  |
| CDI | MONROE        | 43,771  | \$2,188.55  |
| CDI | MONTVILLE     | 50,206  | \$2,510.30  |
| CDI | MORRIS        | 9,454   | \$472.70    |
| CDI | NAUGATUCK     | 120,126 | \$6,006.30  |
| CDI | NEW BRITAIN   | 328,338 | \$16,416.90 |
| CDI | NEW CANAAN    | 1,860   | \$93.00     |
| CDI | NEW FAIRFIELD | 10,566  | \$528.30    |

|     |                  |         |             |
|-----|------------------|---------|-------------|
| CDI | NEW HARTFORD     | 4,636   | \$231.80    |
| CDI | NEW HAVEN        | 842,708 | \$42,135.40 |
| CDI | NEW LONDON       | 149,990 | \$7,499.50  |
| CDI | NEW MILFORD      | 64,767  | \$3,238.35  |
| CDI | NEWINGTON        | 122,690 | \$6,134.50  |
| CDI | NEWTOWN          | 31,676  | \$1,583.80  |
| CDI | NORFOLK          | 3,570   | \$178.50    |
| CDI | NORTH BRANFORD   | 40,190  | \$2,009.50  |
| CDI | NORTH CANAAN     | 9,901   | \$495.05    |
| CDI | NORTH HAVEN      | 59,086  | \$2,954.30  |
| CDI | NORTH STONINGTON | 20,576  | \$1,028.80  |
| CDI | NORWALK          | 211,899 | \$10,594.95 |
| CDI | NORWICH          | 212,666 | \$10,633.30 |
| CDI | OLD LYME         | 8,858   | \$442.90    |
| CDI | OLD SAYBROOK     | 42,914  | \$2,145.70  |
| CDI | ORANGE           | 28,262  | \$1,413.10  |
| CDI | OXFORD           | 27,330  | \$1,366.50  |
| CDI | PLAINFIELD       | 101,554 | \$5,077.70  |
| CDI | PLAINVILLE       | 59,922  | \$2,996.10  |
| CDI | PLYMOUTH         | 28,064  | \$1,403.20  |
| CDI | POMFRET          | 2,618   | \$130.90    |
| CDI | PORTLAND         | 28,888  | \$1,444.40  |
| CDI | PRESTON          | 9,558   | \$477.90    |
| CDI | PROSPECT         | 19,456  | \$972.80    |
| CDI | PUTNAM           | 59,506  | \$2,975.30  |
| CDI | REDDING          | 3,212   | \$160.60    |
| CDI | RIDGEFIELD       | 11,854  | \$592.70    |
| CDI | ROCKY HILL       | 52,050  | \$2,602.50  |
| CDI | ROXBURY          | 780     | \$39.00     |
| CDI | SALEM            | 23,504  | \$1,175.20  |
| CDI | SALISBURY        | 5,780   | \$289.00    |
| CDI | SCOTLAND         | 4,860   | \$243.00    |
| CDI | SEYMOUR          | 42,412  | \$2,120.60  |
| CDI | SHARON           | 788     | \$39.40     |
| CDI | SHELTON          | 98,669  | \$4,933.45  |
| CDI | SHERMAN          | 2,664   | \$133.20    |
| CDI | SIMSBURY         | 31,178  | \$1,558.90  |
| CDI | SOMERS           | 15,810  | \$790.50    |
| CDI | SOUTH WINDSOR    | 53,526  | \$2,676.30  |
| CDI | SOUTHBURY        | 26,818  | \$1,340.90  |
| CDI | SOUTHINGTON      | 130,704 | \$6,535.20  |
| CDI | SPRAGUE          | 7,200   | \$360.00    |
| CDI | STAFFORD         | 34,398  | \$1,719.90  |
| CDI | STAMFORD         | 248,676 | \$12,433.80 |
| CDI | STERLING         | 9,014   | \$450.70    |
| CDI | STONINGTON       | 26,868  | \$1,343.40  |
| CDI | STRATFORD        | 192,538 | \$9,626.90  |

|     |               |         |             |
|-----|---------------|---------|-------------|
| CDI | SUFFIELD      | 20,918  | \$1,045.90  |
| CDI | THOMASTON     | 36,909  | \$1,845.45  |
| CDI | THOMPSON      | 21,650  | \$1,082.50  |
| CDI | TOLLAND       | 29,196  | \$1,459.80  |
| CDI | TORRINGTON    | 98,378  | \$4,918.90  |
| CDI | TRUMBULL      | 30,433  | \$1,521.65  |
| CDI | UNION         | 0       | \$0.00      |
| CDI | VERNON        | 97,910  | \$4,895.50  |
| CDI | VOLUNTOWN     | 3,210   | \$160.50    |
| CDI | WALLINGFORD   | 148,305 | \$7,415.25  |
| CDI | WARREN        | 2,644   | \$132.20    |
| CDI | WASHINGTON    | 770     | \$38.50     |
| CDI | WATERBURY     | 459,982 | \$22,999.10 |
| CDI | WATERFORD     | 71,766  | \$3,588.30  |
| CDI | WATERTOWN     | 75,886  | \$3,794.30  |
| CDI | WEST HARTFORD | 157,275 | \$7,863.75  |
| CDI | WEST HAVEN    | 277,470 | \$13,873.50 |
| CDI | WESTBROOK     | 19,620  | \$981.00    |
| CDI | WESTON        | 302     | \$15.10     |
| CDI | WESTPORT      | 15,334  | \$766.70    |
| CDI | WETHERSFIELD  | 63,700  | \$3,185.00  |
| CDI | WILLINGTON    | 11,668  | \$583.40    |
| CDI | WILTON        | 10,638  | \$531.90    |
| CDI | WINCHESTER    | 35,750  | \$1,787.50  |
| CDI | WINDHAM       | 88,140  | \$4,407.00  |
| CDI | WINDSOR       | 74,556  | \$3,727.80  |
| CDI | WINDSOR LOCKS | 52,770  | \$2,638.50  |
| CDI | WOLCOTT       | 43,878  | \$2,193.90  |
| CDI | WOODBIDGE     | 270     | \$13.50     |
| CDI | WOODBURY      | 16,480  | \$824.00    |
| CDI | WOODSTOCK     | 0       | \$0.00      |

**CDI - Total Enviro Fee:**

**\$545,645.90**

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| EDER       | ANDOVER       | 0         | \$0.00             |
| EDER       | ANSONIA       | 122,798   | \$6,139.90         |
| EDER       | ASHFORD       | 0         | \$0.00             |
| EDER       | AVON          | 0         | \$0.00             |
| EDER       | BARKHAMSTED   | 27,372    | \$1,368.60         |
| EDER       | BEACON FALLS  | 10,450    | \$522.50           |
| EDER       | BERLIN        | 0         | \$0.00             |
| EDER       | BETHANY       | 7,152     | \$357.60           |
| EDER       | BETHEL        | 50,140    | \$2,507.00         |
| EDER       | BETHLEHEM     | 5,170     | \$258.50           |
| EDER       | BLOOMFIELD    | 0         | \$0.00             |
| EDER       | BOLTON        | 0         | \$0.00             |
| EDER       | BOZRAH        | 0         | \$0.00             |
| EDER       | BRANFORD      | 141,422   | \$7,071.10         |
| EDER       | BRIDGEPORT    | 321,434   | \$16,071.70        |
| EDER       | BRIDGEWATER   | 0         | \$0.00             |
| EDER       | BRISTOL       | 0         | \$0.00             |
| EDER       | BROOKFIELD    | 48,776    | \$2,438.80         |
| EDER       | BROOKLYN      | 0         | \$0.00             |
| EDER       | BURLINGTON    | 0         | \$0.00             |
| EDER       | CANAAN        | 11,290    | \$564.50           |
| EDER       | CANTERBURY    | 0         | \$0.00             |
| EDER       | CANTON        | 0         | \$0.00             |
| EDER       | CHAPLIN       | 0         | \$0.00             |
| EDER       | CHESHIRE      | 68,958    | \$3,447.90         |
| EDER       | CHESTER       | 0         | \$0.00             |
| EDER       | CLINTON       | 0         | \$0.00             |
| EDER       | COLCHESTER    | 0         | \$0.00             |
| EDER       | COLEBROOK     | 0         | \$0.00             |
| EDER       | COLUMBIA      | 0         | \$0.00             |
| EDER       | CORNWALL      | 2,442     | \$122.10           |
| EDER       | COVENTRY      | 0         | \$0.00             |
| EDER       | CROMWELL      | 0         | \$0.00             |
| EDER       | DANBURY       | 225,840   | \$11,292.00        |
| EDER       | DARIEN        | 8,236     | \$411.80           |
| EDER       | DEEP RIVER    | 0         | \$0.00             |
| EDER       | DERBY         | 80,178    | \$4,008.90         |
| EDER       | DURHAM        | 0         | \$0.00             |
| EDER       | EAST GRANBY   | 0         | \$0.00             |
| EDER       | EAST HADDAM   | 0         | \$0.00             |
| EDER       | EAST HAMPTON  | 0         | \$0.00             |
| EDER       | EAST HARTFORD | 0         | \$0.00             |
| EDER       | EAST HAVEN    | 150,952   | \$7,547.60         |
| EDER       | EAST LYME     | 0         | \$0.00             |

|      |               |         |             |
|------|---------------|---------|-------------|
| EDER | EAST WINDSOR  | 0       | \$0.00      |
| EDER | EASTFORD      | 0       | \$0.00      |
| EDER | EASTON        | 0       | \$0.00      |
| EDER | ELLINGTON     | 0       | \$0.00      |
| EDER | ENFIELD       | 0       | \$0.00      |
| EDER | ESSEX         | 0       | \$0.00      |
| EDER | FAIRFIELD     | 73,718  | \$3,685.90  |
| EDER | FARMINGTON    | 0       | \$0.00      |
| EDER | FRANKLIN      | 0       | \$0.00      |
| EDER | GLASTONBURY   | 0       | \$0.00      |
| EDER | GOSHEN        | 10,334  | \$516.70    |
| EDER | GRANBY        | 0       | \$0.00      |
| EDER | GREENWICH     | 28,916  | \$1,445.80  |
| EDER | GRISWOLD      | 0       | \$0.00      |
| EDER | GROTON        | 0       | \$0.00      |
| EDER | GUILFORD      | 31,774  | \$1,588.70  |
| EDER | HADDAM        | 0       | \$0.00      |
| EDER | HAMDEN        | 223,170 | \$11,158.50 |
| EDER | HAMPTON       | 0       | \$0.00      |
| EDER | HARTFORD      | 0       | \$0.00      |
| EDER | HARTLAND      | 0       | \$0.00      |
| EDER | HARWINTON     | 39,706  | \$1,985.30  |
| EDER | HEBRON        | 0       | \$0.00      |
| EDER | KENT          | 5,566   | \$278.30    |
| EDER | KILLINGLY     | 0       | \$0.00      |
| EDER | KILLINGWORTH  | 0       | \$0.00      |
| EDER | LEBANON       | 0       | \$0.00      |
| EDER | LEDYARD       | 0       | \$0.00      |
| EDER | LISBON        | 0       | \$0.00      |
| EDER | LITCHFIELD    | 21,055  | \$1,052.75  |
| EDER | LYME          | 0       | \$0.00      |
| EDER | MADISON       | 23,198  | \$1,159.90  |
| EDER | MANCHESTER    | 0       | \$0.00      |
| EDER | MANSFIELD     | 0       | \$0.00      |
| EDER | MARLBOROUGH   | 0       | \$0.00      |
| EDER | MERIDEN       | 271,546 | \$13,577.30 |
| EDER | MIDDLEBURY    | 17,086  | \$854.30    |
| EDER | MIDDLEFIELD   | 0       | \$0.00      |
| EDER | MIDDLETOWN    | 0       | \$0.00      |
| EDER | MILFORD       | 187,646 | \$9,382.30  |
| EDER | MONROE        | 41,339  | \$2,066.95  |
| EDER | MONTVILLE     | 0       | \$0.00      |
| EDER | MORRIS        | 12,090  | \$604.50    |
| EDER | NAUGATUCK     | 166,119 | \$8,305.95  |
| EDER | NEW BRITAIN   | 0       | \$0.00      |
| EDER | NEW CANAAN    | 4,714   | \$235.70    |
| EDER | NEW FAIRFIELD | 16,362  | \$818.10    |

|      |                  |         |             |
|------|------------------|---------|-------------|
| EDER | NEW HARTFORD     | 16,700  | \$835.00    |
| EDER | NEW HAVEN        | 554,508 | \$27,725.40 |
| EDER | NEW LONDON       | 0       | \$0.00      |
| EDER | NEW MILFORD      | 114,706 | \$5,735.30  |
| EDER | NEWINGTON        | 0       | \$0.00      |
| EDER | NEWTOWN          | 44,147  | \$2,207.35  |
| EDER | NORFOLK          | 9,866   | \$493.30    |
| EDER | NORTH BRANFORD   | 47,416  | \$2,370.80  |
| EDER | NORTH CANAAN     | 49,810  | \$2,490.50  |
| EDER | NORTH HAVEN      | 86,188  | \$4,309.40  |
| EDER | NORTH STONINGTON | 0       | \$0.00      |
| EDER | NORWALK          | 151,764 | \$7,588.20  |
| EDER | NORWICH          | 0       | \$0.00      |
| EDER | OLD LYME         | 0       | \$0.00      |
| EDER | OLD SAYBROOK     | 0       | \$0.00      |
| EDER | ORANGE           | 17,846  | \$892.30    |
| EDER | OXFORD           | 33,532  | \$1,676.60  |
| EDER | PLAINFIELD       | 0       | \$0.00      |
| EDER | PLAINVILLE       | 0       | \$0.00      |
| EDER | PLYMOUTH         | 56,500  | \$2,825.00  |
| EDER | POMFRET          | 0       | \$0.00      |
| EDER | PORTLAND         | 0       | \$0.00      |
| EDER | PRESTON          | 0       | \$0.00      |
| EDER | PROSPECT         | 23,690  | \$1,184.50  |
| EDER | PUTNAM           | 0       | \$0.00      |
| EDER | REDDING          | 9,032   | \$451.60    |
| EDER | RIDGEFIELD       | 24,395  | \$1,219.75  |
| EDER | ROCKY HILL       | 0       | \$0.00      |
| EDER | ROXBURY          | 1,086   | \$54.30     |
| EDER | SALEM            | 0       | \$0.00      |
| EDER | SALISBURY        | 11,494  | \$574.70    |
| EDER | SCOTLAND         | 0       | \$0.00      |
| EDER | SEYMOUR          | 82,312  | \$4,115.60  |
| EDER | SHARON           | 4,562   | \$228.10    |
| EDER | SHELTON          | 109,664 | \$5,483.20  |
| EDER | SHERMAN          | 744     | \$37.20     |
| EDER | SIMSBURY         | 0       | \$0.00      |
| EDER | SOMERS           | 0       | \$0.00      |
| EDER | SOUTH WINDSOR    | 0       | \$0.00      |
| EDER | SOUTHBURY        | 58,797  | \$2,939.85  |
| EDER | SOUTHINGTON      | 0       | \$0.00      |
| EDER | SPRAGUE          | 0       | \$0.00      |
| EDER | STAFFORD         | 0       | \$0.00      |
| EDER | STAMFORD         | 160,556 | \$8,027.80  |
| EDER | STERLING         | 0       | \$0.00      |
| EDER | STONINGTON       | 0       | \$0.00      |
| EDER | STRATFORD        | 164,652 | \$8,232.60  |



|      |               |         |             |
|------|---------------|---------|-------------|
| EDER | SUFFIELD      | 0       | \$0.00      |
| EDER | THOMASTON     | 48,586  | \$2,429.30  |
| EDER | THOMPSON      | 0       | \$0.00      |
| EDER | TOLLAND       | 0       | \$0.00      |
| EDER | TORRINGTON    | 270,686 | \$13,534.30 |
| EDER | TRUMBULL      | 27,643  | \$1,382.15  |
| EDER | UNION         | 0       | \$0.00      |
| EDER | VERNON        | 0       | \$0.00      |
| EDER | VOLUNTOWN     | 0       | \$0.00      |
| EDER | WALLINGFORD   | 194,158 | \$9,707.90  |
| EDER | WARREN        | 7,090   | \$354.50    |
| EDER | WASHINGTON    | 5,394   | \$269.70    |
| EDER | WATERBURY     | 388,320 | \$19,416.00 |
| EDER | WATERFORD     | 0       | \$0.00      |
| EDER | WATERTOWN     | 79,044  | \$3,952.20  |
| EDER | WEST HARTFORD | 0       | \$0.00      |
| EDER | WEST HAVEN    | 310,825 | \$15,541.25 |
| EDER | WESTBROOK     | 0       | \$0.00      |
| EDER | WESTON        | 1,662   | \$83.10     |
| EDER | WESTPORT      | 116,082 | \$5,804.10  |
| EDER | WETHERSFIELD  | 0       | \$0.00      |
| EDER | WILLINGTON    | 0       | \$0.00      |
| EDER | WILTON        | 7,014   | \$350.70    |
| EDER | WINCHESTER    | 113,438 | \$5,671.90  |
| EDER | WINDHAM       | 0       | \$0.00      |
| EDER | WINDSOR       | 0       | \$0.00      |
| EDER | WINDSOR LOCKS | 0       | \$0.00      |
| EDER | WOLCOTT       | 77,726  | \$3,886.30  |
| EDER | WOODBIDGE     | 436     | \$21.80     |
| EDER | WOODBURY      | 31,480  | \$1,574.00  |
| EDER | WOODSTOCK     | 0       | \$0.00      |

|                                 |                     |
|---------------------------------|---------------------|
| <b>EDER - Total Enviro Fee:</b> | <b>\$298,525.00</b> |
|---------------------------------|---------------------|

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| HDI        | ANDOVER       | 0         | \$0.00             |
| HDI        | ANSONIA       | 0         | \$0.00             |
| HDI        | ASHFORD       | 0         | \$0.00             |
| HDI        | AVON          | 0         | \$0.00             |
| HDI        | BARKHAMSTED   | 0         | \$0.00             |
| HDI        | BEACON FALLS  | 0         | \$0.00             |
| HDI        | BERLIN        | 0         | \$0.00             |
| HDI        | BETHANY       | 0         | \$0.00             |
| HDI        | BETHEL        | 0         | \$0.00             |
| HDI        | BETHLEHEM     | 0         | \$0.00             |
| HDI        | BLOOMFIELD    | 0         | \$0.00             |
| HDI        | BOLTON        | 0         | \$0.00             |
| HDI        | BOZRAH        | 0         | \$0.00             |
| HDI        | BRANFORD      | 0         | \$0.00             |
| HDI        | BRIDGEPORT    | 0         | \$0.00             |
| HDI        | BRIDGEWATER   | 0         | \$0.00             |
| HDI        | BRISTOL       | 0         | \$0.00             |
| HDI        | BROOKFIELD    | 0         | \$0.00             |
| HDI        | BROOKLYN      | 0         | \$0.00             |
| HDI        | BURLINGTON    | 0         | \$0.00             |
| HDI        | CANAAN        | 0         | \$0.00             |
| HDI        | CANTERBURY    | 0         | \$0.00             |
| HDI        | CANTON        | 0         | \$0.00             |
| HDI        | CHAPLIN       | 0         | \$0.00             |
| HDI        | CHESHIRE      | 0         | \$0.00             |
| HDI        | CHESTER       | 0         | \$0.00             |
| HDI        | CLINTON       | 0         | \$0.00             |
| HDI        | COLCHESTER    | 0         | \$0.00             |
| HDI        | COLEBROOK     | 0         | \$0.00             |
| HDI        | COLUMBIA      | 0         | \$0.00             |
| HDI        | CORNWALL      | 0         | \$0.00             |
| HDI        | COVENTRY      | 0         | \$0.00             |
| HDI        | CROMWELL      | 0         | \$0.00             |
| HDI        | DANBURY       | 0         | \$0.00             |
| HDI        | DARIEN        | 0         | \$0.00             |
| HDI        | DEEP RIVER    | 0         | \$0.00             |
| HDI        | DERBY         | 0         | \$0.00             |
| HDI        | DURHAM        | 0         | \$0.00             |
| HDI        | EAST GRANBY   | 0         | \$0.00             |
| HDI        | EAST HADDAM   | 0         | \$0.00             |
| HDI        | EAST HAMPTON  | 0         | \$0.00             |
| HDI        | EAST HARTFORD | 0         | \$0.00             |
| HDI        | EAST HAVEN    | 0         | \$0.00             |
| HDI        | EAST LYME     | 0         | \$0.00             |

|     |               |   |        |
|-----|---------------|---|--------|
| HDI | EAST WINDSOR  | 0 | \$0.00 |
| HDI | EASTFORD      | 0 | \$0.00 |
| HDI | EASTON        | 0 | \$0.00 |
| HDI | ELLINGTON     | 0 | \$0.00 |
| HDI | ENFIELD       | 0 | \$0.00 |
| HDI | ESSEX         | 0 | \$0.00 |
| HDI | FAIRFIELD     | 0 | \$0.00 |
| HDI | FARMINGTON    | 0 | \$0.00 |
| HDI | FRANKLIN      | 0 | \$0.00 |
| HDI | GLASTONBURY   | 0 | \$0.00 |
| HDI | GOSHEN        | 0 | \$0.00 |
| HDI | GRANBY        | 0 | \$0.00 |
| HDI | GREENWICH     | 0 | \$0.00 |
| HDI | GRISWOLD      | 0 | \$0.00 |
| HDI | GROTON        | 0 | \$0.00 |
| HDI | GUILFORD      | 0 | \$0.00 |
| HDI | HADDAM        | 0 | \$0.00 |
| HDI | HAMDEN        | 0 | \$0.00 |
| HDI | HAMPTON       | 0 | \$0.00 |
| HDI | HARTFORD      | 0 | \$0.00 |
| HDI | HARTLAND      | 0 | \$0.00 |
| HDI | HARWINTON     | 0 | \$0.00 |
| HDI | HEBRON        | 0 | \$0.00 |
| HDI | KENT          | 0 | \$0.00 |
| HDI | KILLINGLY     | 0 | \$0.00 |
| HDI | KILLINGWORTH  | 0 | \$0.00 |
| HDI | LEBANON       | 0 | \$0.00 |
| HDI | LEDYARD       | 0 | \$0.00 |
| HDI | LISBON        | 0 | \$0.00 |
| HDI | LITCHFIELD    | 0 | \$0.00 |
| HDI | LYME          | 0 | \$0.00 |
| HDI | MADISON       | 0 | \$0.00 |
| HDI | MANCHESTER    | 0 | \$0.00 |
| HDI | MANSFIELD     | 0 | \$0.00 |
| HDI | MARLBOROUGH   | 0 | \$0.00 |
| HDI | MERIDEN       | 0 | \$0.00 |
| HDI | MIDDLEBURY    | 0 | \$0.00 |
| HDI | MIDDLEFIELD   | 0 | \$0.00 |
| HDI | MIDDLETOWN    | 0 | \$0.00 |
| HDI | MILFORD       | 0 | \$0.00 |
| HDI | MONROE        | 0 | \$0.00 |
| HDI | MONTVILLE     | 0 | \$0.00 |
| HDI | MORRIS        | 0 | \$0.00 |
| HDI | NAUGATUCK     | 0 | \$0.00 |
| HDI | NEW BRITAIN   | 0 | \$0.00 |
| HDI | NEW CANAAN    | 0 | \$0.00 |
| HDI | NEW FAIRFIELD | 0 | \$0.00 |

|     |                  |   |        |
|-----|------------------|---|--------|
| HDI | NEW HARTFORD     | 0 | \$0.00 |
| HDI | NEW HAVEN        | 0 | \$0.00 |
| HDI | NEW LONDON       | 0 | \$0.00 |
| HDI | NEW MILFORD      | 0 | \$0.00 |
| HDI | NEWINGTON        | 0 | \$0.00 |
| HDI | NEWTOWN          | 0 | \$0.00 |
| HDI | NORFOLK          | 0 | \$0.00 |
| HDI | NORTH BRANFORD   | 0 | \$0.00 |
| HDI | NORTH CANAAN     | 0 | \$0.00 |
| HDI | NORTH HAVEN      | 0 | \$0.00 |
| HDI | NORTH STONINGTON | 0 | \$0.00 |
| HDI | NORWALK          | 0 | \$0.00 |
| HDI | NORWICH          | 0 | \$0.00 |
| HDI | OLD LYME         | 0 | \$0.00 |
| HDI | OLD SAYBROOK     | 0 | \$0.00 |
| HDI | ORANGE           | 0 | \$0.00 |
| HDI | OXFORD           | 0 | \$0.00 |
| HDI | PLAINFIELD       | 0 | \$0.00 |
| HDI | PLAINVILLE       | 0 | \$0.00 |
| HDI | PLYMOUTH         | 0 | \$0.00 |
| HDI | POMFRET          | 0 | \$0.00 |
| HDI | PORTLAND         | 0 | \$0.00 |
| HDI | PRESTON          | 0 | \$0.00 |
| HDI | PROSPECT         | 0 | \$0.00 |
| HDI | PUTNAM           | 0 | \$0.00 |
| HDI | REDDING          | 0 | \$0.00 |
| HDI | RIDGEFIELD       | 0 | \$0.00 |
| HDI | ROCKY HILL       | 0 | \$0.00 |
| HDI | ROXBURY          | 0 | \$0.00 |
| HDI | SALEM            | 0 | \$0.00 |
| HDI | SALISBURY        | 0 | \$0.00 |
| HDI | SCOTLAND         | 0 | \$0.00 |
| HDI | SEYMOUR          | 0 | \$0.00 |
| HDI | SHARON           | 0 | \$0.00 |
| HDI | SHELTON          | 0 | \$0.00 |
| HDI | SHERMAN          | 0 | \$0.00 |
| HDI | SIMSBURY         | 0 | \$0.00 |
| HDI | SOMERS           | 0 | \$0.00 |
| HDI | SOUTH WINDSOR    | 0 | \$0.00 |
| HDI | SOUTHBURY        | 0 | \$0.00 |
| HDI | SOUTHINGTON      | 0 | \$0.00 |
| HDI | SPRAGUE          | 0 | \$0.00 |
| HDI | STAFFORD         | 0 | \$0.00 |
| HDI | STAMFORD         | 0 | \$0.00 |
| HDI | STERLING         | 0 | \$0.00 |
| HDI | STONINGTON       | 0 | \$0.00 |
| HDI | STRATFORD        | 0 | \$0.00 |

|     |               |   |        |
|-----|---------------|---|--------|
| HDI | SUFFIELD      | 0 | \$0.00 |
| HDI | THOMASTON     | 0 | \$0.00 |
| HDI | THOMPSON      | 0 | \$0.00 |
| HDI | TOLLAND       | 0 | \$0.00 |
| HDI | TORRINGTON    | 0 | \$0.00 |
| HDI | TRUMBULL      | 0 | \$0.00 |
| HDI | UNION         | 0 | \$0.00 |
| HDI | VERNON        | 0 | \$0.00 |
| HDI | VOLUNTOWN     | 0 | \$0.00 |
| HDI | WALLINGFORD   | 0 | \$0.00 |
| HDI | WARREN        | 0 | \$0.00 |
| HDI | WASHINGTON    | 0 | \$0.00 |
| HDI | WATERBURY     | 0 | \$0.00 |
| HDI | WATERFORD     | 0 | \$0.00 |
| HDI | WATERTOWN     | 0 | \$0.00 |
| HDI | WEST HARTFORD | 0 | \$0.00 |
| HDI | WEST HAVEN    | 0 | \$0.00 |
| HDI | WESTBROOK     | 0 | \$0.00 |
| HDI | WESTON        | 0 | \$0.00 |
| HDI | WESTPORT      | 0 | \$0.00 |
| HDI | WETHERSFIELD  | 0 | \$0.00 |
| HDI | WILLINGTON    | 0 | \$0.00 |
| HDI | WILTON        | 0 | \$0.00 |
| HDI | WINCHESTER    | 0 | \$0.00 |
| HDI | WINDHAM       | 0 | \$0.00 |
| HDI | WINDSOR       | 0 | \$0.00 |
| HDI | WINDSOR LOCKS | 0 | \$0.00 |
| HDI | WOLCOTT       | 0 | \$0.00 |
| HDI | WOODBIDGE     | 0 | \$0.00 |
| HDI | WOODBURY      | 0 | \$0.00 |
| HDI | WOODSTOCK     | 0 | \$0.00 |

**HDI - Total Enviro Fee:**

**\$0.00**

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| HARTLEY    | ANDOVER       | 0         | \$0.00             |
| HARTLEY    | ANSONIA       | 20,092    | \$1,004.60         |
| HARTLEY    | ASHFORD       | 11,652    | \$582.60           |
| HARTLEY    | AVON          | 3,904     | \$195.20           |
| HARTLEY    | BARKHAMSTED   | 5,600     | \$280.00           |
| HARTLEY    | BEACON FALLS  | 982       | \$49.10            |
| HARTLEY    | BERLIN        | 26,098    | \$1,304.90         |
| HARTLEY    | BETHANY       | 1,450     | \$72.50            |
| HARTLEY    | BETHEL        | 11,316    | \$565.80           |
| HARTLEY    | BETHLEHEM     | 2,444     | \$122.20           |
| HARTLEY    | BLOOMFIELD    | 22,669    | \$1,133.45         |
| HARTLEY    | BOLTON        | 16,298    | \$814.90           |
| HARTLEY    | BOZRAH        | 2,362     | \$118.10           |
| HARTLEY    | BRANFORD      | 26,388    | \$1,319.40         |
| HARTLEY    | BRIDGEPORT    | 132,578   | \$6,628.90         |
| HARTLEY    | BRIDGEWATER   | 0         | \$0.00             |
| HARTLEY    | BRISTOL       | 70,489    | \$3,524.45         |
| HARTLEY    | BROOKFIELD    | 12,969    | \$648.45           |
| HARTLEY    | BROOKLYN      | 9,996     | \$499.80           |
| HARTLEY    | BURLINGTON    | 3,042     | \$152.10           |
| HARTLEY    | CANAAN        | 6,351     | \$317.55           |
| HARTLEY    | CANTERBURY    | 6,672     | \$333.60           |
| HARTLEY    | CANTON        | 11,029    | \$551.45           |
| HARTLEY    | CHAPLIN       | 6,628     | \$331.40           |
| HARTLEY    | CHESHIRE      | 15,638    | \$781.90           |
| HARTLEY    | CHESTER       | 3,386     | \$169.30           |
| HARTLEY    | CLINTON       | 17,728    | \$886.40           |
| HARTLEY    | COLCHESTER    | 22,550    | \$1,127.50         |
| HARTLEY    | COLEBROOK     | 0         | \$0.00             |
| HARTLEY    | COLUMBIA      | 4,274     | \$213.70           |
| HARTLEY    | CORNWALL      | 0         | \$0.00             |
| HARTLEY    | COVENTRY      | 14,306    | \$715.30           |
| HARTLEY    | CROMWELL      | 46,509    | \$2,325.45         |
| HARTLEY    | DANBURY       | 89,448    | \$4,472.40         |
| HARTLEY    | DARIEN        | 4,416     | \$220.80           |
| HARTLEY    | DEEP RIVER    | 4,280     | \$214.00           |
| HARTLEY    | DERBY         | 15,164    | \$758.20           |
| HARTLEY    | DURHAM        | 6,817     | \$340.85           |
| HARTLEY    | EAST GRANBY   | 7,044     | \$352.20           |
| HARTLEY    | EAST HADDAM   | 7,982     | \$399.10           |
| HARTLEY    | EAST HAMPTON  | 12,657    | \$632.85           |
| HARTLEY    | EAST HARTFORD | 67,527    | \$3,376.35         |
| HARTLEY    | EAST HAVEN    | 54,689    | \$2,734.45         |
| HARTLEY    | EAST LYME     | 25,458    | \$1,272.90         |



|         |               |         |            |
|---------|---------------|---------|------------|
| HARTLEY | EAST WINDSOR  | 20,226  | \$1,011.30 |
| HARTLEY | EASTFORD      | 0       | \$0.00     |
| HARTLEY | EASTON        | 0       | \$0.00     |
| HARTLEY | ELLINGTON     | 20,916  | \$1,045.80 |
| HARTLEY | ENFIELD       | 57,450  | \$2,872.50 |
| HARTLEY | ESSEX         | 12,607  | \$630.35   |
| HARTLEY | FAIRFIELD     | 27,461  | \$1,373.05 |
| HARTLEY | FARMINGTON    | 19,134  | \$956.70   |
| HARTLEY | FRANKLIN      | 5,000   | \$250.00   |
| HARTLEY | GLASTONBURY   | 14,881  | \$744.05   |
| HARTLEY | GOSHEN        | 898     | \$44.90    |
| HARTLEY | GRANBY        | 15,546  | \$777.30   |
| HARTLEY | GREENWICH     | 15,403  | \$770.15   |
| HARTLEY | GRISWOLD      | 23,252  | \$1,162.60 |
| HARTLEY | GROTON        | 60,403  | \$3,020.15 |
| HARTLEY | GUILFORD      | 10,390  | \$519.50   |
| HARTLEY | HADDAM        | 17,796  | \$889.80   |
| HARTLEY | HAMDEN        | 47,989  | \$2,399.45 |
| HARTLEY | HAMPTON       | 2,736   | \$136.80   |
| HARTLEY | HARTFORD      | 170,187 | \$8,509.35 |
| HARTLEY | HARTLAND      | 0       | \$0.00     |
| HARTLEY | HARWINTON     | 5,426   | \$271.30   |
| HARTLEY | HEBRON        | 13,552  | \$677.60   |
| HARTLEY | KENT          | 750     | \$37.50    |
| HARTLEY | KILLINGLY     | 27,672  | \$1,383.60 |
| HARTLEY | KILLINGWORTH  | 2,596   | \$129.80   |
| HARTLEY | LEBANON       | 756     | \$37.80    |
| HARTLEY | LEDYARD       | 23,360  | \$1,168.00 |
| HARTLEY | LISBON        | 0       | \$0.00     |
| HARTLEY | LITCHFIELD    | 3,336   | \$166.80   |
| HARTLEY | LYME          | 0       | \$0.00     |
| HARTLEY | MADISON       | 4,771   | \$238.55   |
| HARTLEY | MANCHESTER    | 96,826  | \$4,841.30 |
| HARTLEY | MANSFIELD     | 10,095  | \$504.75   |
| HARTLEY | MARLBOROUGH   | 8,238   | \$411.90   |
| HARTLEY | MERIDEN       | 83,360  | \$4,168.00 |
| HARTLEY | MIDDLEBURY    | 1,990   | \$99.50    |
| HARTLEY | MIDDLEFIELD   | 3,714   | \$185.70   |
| HARTLEY | MIDDLETOWN    | 53,328  | \$2,666.40 |
| HARTLEY | MILFORD       | 46,481  | \$2,324.05 |
| HARTLEY | MONROE        | 12,708  | \$635.40   |
| HARTLEY | MONTVILLE     | 22,241  | \$1,112.05 |
| HARTLEY | MORRIS        | 3,492   | \$174.60   |
| HARTLEY | NAUGATUCK     | 26,814  | \$1,340.70 |
| HARTLEY | NEW BRITAIN   | 85,996  | \$4,299.80 |
| HARTLEY | NEW CANAAN    | 3,288   | \$164.40   |
| HARTLEY | NEW FAIRFIELD | 4,254   | \$212.70   |

|         |                  |        |            |
|---------|------------------|--------|------------|
| HARTLEY | NEW HARTFORD     | 1,362  | \$68.10    |
| HARTLEY | NEW HAVEN        | 96,392 | \$4,819.60 |
| HARTLEY | NEW LONDON       | 53,791 | \$2,689.55 |
| HARTLEY | NEW MILFORD      | 31,210 | \$1,560.50 |
| HARTLEY | NEWINGTON        | 24,140 | \$1,207.00 |
| HARTLEY | NEWTOWN          | 15,112 | \$755.60   |
| HARTLEY | NORFOLK          | 1,342  | \$67.10    |
| HARTLEY | NORTH BRANFORD   | 11,317 | \$565.85   |
| HARTLEY | NORTH CANAAN     | 0      | \$0.00     |
| HARTLEY | NORTH HAVEN      | 21,610 | \$1,080.50 |
| HARTLEY | NORTH STONINGTON | 8,937  | \$446.85   |
| HARTLEY | NORWALK          | 64,588 | \$3,229.40 |
| HARTLEY | NORWICH          | 93,675 | \$4,683.75 |
| HARTLEY | OLD LYME         | 7,540  | \$377.00   |
| HARTLEY | OLD SAYBROOK     | 11,075 | \$553.75   |
| HARTLEY | ORANGE           | 6,600  | \$330.00   |
| HARTLEY | OXFORD           | 4,790  | \$239.50   |
| HARTLEY | PLAINFIELD       | 35,440 | \$1,772.00 |
| HARTLEY | PLAINVILLE       | 25,359 | \$1,267.95 |
| HARTLEY | PLYMOUTH         | 10,902 | \$545.10   |
| HARTLEY | POMFRET          | 946    | \$47.30    |
| HARTLEY | PORTLAND         | 10,383 | \$519.15   |
| HARTLEY | PRESTON          | 5,708  | \$285.40   |
| HARTLEY | PROSPECT         | 4,480  | \$224.00   |
| HARTLEY | PUTNAM           | 21,703 | \$1,085.15 |
| HARTLEY | REDDING          | 3,731  | \$186.55   |
| HARTLEY | RIDGEFIELD       | 6,613  | \$330.65   |
| HARTLEY | ROCKY HILL       | 21,356 | \$1,067.80 |
| HARTLEY | ROXBURY          | 651    | \$32.55    |
| HARTLEY | SALEM            | 6,894  | \$344.70   |
| HARTLEY | SALISBURY        | 370    | \$18.50    |
| HARTLEY | SCOTLAND         | 2,788  | \$139.40   |
| HARTLEY | SEYMOUR          | 11,148 | \$557.40   |
| HARTLEY | SHARON           | 4,173  | \$208.65   |
| HARTLEY | SHELTON          | 34,271 | \$1,713.55 |
| HARTLEY | SHERMAN          | 384    | \$19.20    |
| HARTLEY | SIMSBURY         | 17,484 | \$874.20   |
| HARTLEY | SOMERS           | 7,724  | \$386.20   |
| HARTLEY | SOUTH WINDSOR    | 23,220 | \$1,161.00 |
| HARTLEY | SOUTHBURY        | 11,233 | \$561.65   |
| HARTLEY | SOUTHINGTON      | 35,520 | \$1,776.00 |
| HARTLEY | SPRAGUE          | 3,020  | \$151.00   |
| HARTLEY | STAFFORD         | 20,096 | \$1,004.80 |
| HARTLEY | STAMFORD         | 56,159 | \$2,807.95 |
| HARTLEY | STERLING         | 1,216  | \$60.80    |
| HARTLEY | STONINGTON       | 13,284 | \$664.20   |
| HARTLEY | STRATFORD        | 43,422 | \$2,171.10 |

|         |               |         |            |
|---------|---------------|---------|------------|
| HARTLEY | SUFFIELD      | 8,827   | \$441.35   |
| HARTLEY | THOMASTON     | 10,154  | \$507.70   |
| HARTLEY | THOMPSON      | 16,809  | \$840.45   |
| HARTLEY | TOLLAND       | 8,982   | \$449.10   |
| HARTLEY | TORRINGTON    | 38,988  | \$1,949.40 |
| HARTLEY | TRUMBULL      | 9,951   | \$497.55   |
| HARTLEY | UNION         | 0       | \$0.00     |
| HARTLEY | VERNON        | 47,771  | \$2,388.55 |
| HARTLEY | VOLUNTOWN     | 4,246   | \$212.30   |
| HARTLEY | WALLINGFORD   | 43,719  | \$2,185.95 |
| HARTLEY | WARREN        | 1,680   | \$84.00    |
| HARTLEY | WASHINGTON    | 962     | \$48.10    |
| HARTLEY | WATERBURY     | 135,862 | \$6,793.10 |
| HARTLEY | WATERFORD     | 26,196  | \$1,309.80 |
| HARTLEY | WATERTOWN     | 18,264  | \$913.20   |
| HARTLEY | WEST HARTFORD | 44,817  | \$2,240.85 |
| HARTLEY | WEST HAVEN    | 60,667  | \$3,033.35 |
| HARTLEY | WESTBROOK     | 7,640   | \$382.00   |
| HARTLEY | WESTON        | 458     | \$22.90    |
| HARTLEY | WESTPORT      | 9,072   | \$453.60   |
| HARTLEY | WETHERSFIELD  | 27,164  | \$1,358.20 |
| HARTLEY | WILLINGTON    | 4,254   | \$212.70   |
| HARTLEY | WILTON        | 3,373   | \$168.65   |
| HARTLEY | WINCHESTER    | 20,838  | \$1,041.90 |
| HARTLEY | WINDHAM       | 35,305  | \$1,765.25 |
| HARTLEY | WINDSOR       | 25,557  | \$1,277.85 |
| HARTLEY | WINDSOR LOCKS | 22,656  | \$1,132.80 |
| HARTLEY | WOLCOTT       | 17,998  | \$899.90   |
| HARTLEY | WOODBIDGE     | 800     | \$40.00    |
| HARTLEY | WOODBURY      | 6,392   | \$319.60   |
| HARTLEY | WOODSTOCK     | 0       | \$0.00     |

|                                    |                     |
|------------------------------------|---------------------|
| <b>HARTLEY - Total Enviro Fee:</b> | <b>\$173,538.10</b> |
|------------------------------------|---------------------|

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| NORTHEAST  | ANDOVER       | 11,652    | \$582.60           |
| NORTHEAST  | ANSONIA       | 77,832    | \$3,891.60         |
| NORTHEAST  | ASHFORD       | 31,560    | \$1,578.00         |
| NORTHEAST  | AVON          | 23,196    | \$1,159.80         |
| NORTHEAST  | BARKHAMSTED   | 11,040    | \$552.00           |
| NORTHEAST  | BEACON FALLS  | 7,320     | \$366.00           |
| NORTHEAST  | BERLIN        | 77,256    | \$3,862.80         |
| NORTHEAST  | BETHANY       | 10,068    | \$503.40           |
| NORTHEAST  | BETHEL        | 61,608    | \$3,080.40         |
| NORTHEAST  | BETHLEHEM     | 1,932     | \$96.60            |
| NORTHEAST  | BLOOMFIELD    | 36,108    | \$1,805.40         |
| NORTHEAST  | BOLTON        | 24,264    | \$1,213.20         |
| NORTHEAST  | BOZRAH        | 9,480     | \$474.00           |
| NORTHEAST  | BRANFORD      | 118,764   | \$5,938.20         |
| NORTHEAST  | BRIDGEPORT    | 319,200   | \$15,960.00        |
| NORTHEAST  | BRIDGEWATER   | 0         | \$0.00             |
| NORTHEAST  | BRISTOL       | 323,736   | \$16,186.80        |
| NORTHEAST  | BROOKFIELD    | 45,852    | \$2,292.60         |
| NORTHEAST  | BROOKLYN      | 62,556    | \$3,127.80         |
| NORTHEAST  | BURLINGTON    | 23,676    | \$1,183.80         |
| NORTHEAST  | CANAAN        | 27,252    | \$1,362.60         |
| NORTHEAST  | CANTERBURY    | 27,576    | \$1,378.80         |
| NORTHEAST  | CANTON        | 31,320    | \$1,566.00         |
| NORTHEAST  | CHAPLIN       | 20,760    | \$1,038.00         |
| NORTHEAST  | CHESHIRE      | 56,316    | \$2,815.80         |
| NORTHEAST  | CHESTER       | 5,544     | \$277.20           |
| NORTHEAST  | CLINTON       | 55,980    | \$2,799.00         |
| NORTHEAST  | COLCHESTER    | 80,652    | \$4,032.60         |
| NORTHEAST  | COLEBROOK     | 0         | \$0.00             |
| NORTHEAST  | COLUMBIA      | 20,220    | \$1,011.00         |
| NORTHEAST  | CORNWALL      | 5,664     | \$283.20           |
| NORTHEAST  | COVENTRY      | 44,328    | \$2,216.40         |
| NORTHEAST  | CROMWELL      | 79,092    | \$3,954.60         |
| NORTHEAST  | DANBURY       | 256,020   | \$12,801.00        |
| NORTHEAST  | DARIEN        | 13,524    | \$676.20           |
| NORTHEAST  | DEEP RIVER    | 38,160    | \$1,908.00         |
| NORTHEAST  | DERBY         | 66,468    | \$3,323.40         |
| NORTHEAST  | DURHAM        | 31,476    | \$1,573.80         |
| NORTHEAST  | EAST GRANBY   | 32,148    | \$1,607.40         |
| NORTHEAST  | EAST HADDAM   | 23,100    | \$1,155.00         |
| NORTHEAST  | EAST HAMPTON  | 73,572    | \$3,678.60         |
| NORTHEAST  | EAST HARTFORD | 135,552   | \$6,777.60         |
| NORTHEAST  | EAST HAVEN    | 105,084   | \$5,254.20         |
| NORTHEAST  | EAST LYME     | 57,168    | \$2,858.40         |

|           |               |         |             |
|-----------|---------------|---------|-------------|
| NORTHEAST | EAST WINDSOR  | 80,532  | \$4,026.60  |
| NORTHEAST | EASTFORD      | 0       | \$0.00      |
| NORTHEAST | EASTON        | 0       | \$0.00      |
| NORTHEAST | ELLINGTON     | 56,460  | \$2,823.00  |
| NORTHEAST | ENFIELD       | 234,240 | \$11,712.00 |
| NORTHEAST | ESSEX         | 24,180  | \$1,209.00  |
| NORTHEAST | FAIRFIELD     | 162,408 | \$8,120.40  |
| NORTHEAST | FARMINGTON    | 65,304  | \$3,265.20  |
| NORTHEAST | FRANKLIN      | 21,000  | \$1,050.00  |
| NORTHEAST | GLASTONBURY   | 64,692  | \$3,234.60  |
| NORTHEAST | GOSHEN        | 2,592   | \$129.60    |
| NORTHEAST | GRANBY        | 34,248  | \$1,712.40  |
| NORTHEAST | GREENWICH     | 25,128  | \$1,256.40  |
| NORTHEAST | GRISWOLD      | 76,668  | \$3,833.40  |
| NORTHEAST | GROTON        | 262,824 | \$13,141.20 |
| NORTHEAST | GUILFORD      | 31,236  | \$1,561.80  |
| NORTHEAST | HADDAM        | 37,548  | \$1,877.40  |
| NORTHEAST | HAMDEN        | 174,408 | \$8,720.40  |
| NORTHEAST | HAMPTON       | 14,880  | \$744.00    |
| NORTHEAST | HARTFORD      | 239,340 | \$11,967.00 |
| NORTHEAST | HARTLAND      | 0       | \$0.00      |
| NORTHEAST | HARWINTON     | 15,096  | \$754.80    |
| NORTHEAST | HEBRON        | 31,200  | \$1,560.00  |
| NORTHEAST | KENT          | 4,104   | \$205.20    |
| NORTHEAST | KILLINGLY     | 170,700 | \$8,535.00  |
| NORTHEAST | KILLINGWORTH  | 12,840  | \$642.00    |
| NORTHEAST | LEBANON       | 6,300   | \$315.00    |
| NORTHEAST | LEDYARD       | 72,252  | \$3,612.60  |
| NORTHEAST | LISBON        | 28,716  | \$1,435.80  |
| NORTHEAST | LITCHFIELD    | 13,848  | \$692.40    |
| NORTHEAST | LYME          | 0       | \$0.00      |
| NORTHEAST | MADISON       | 30,480  | \$1,524.00  |
| NORTHEAST | MANCHESTER    | 245,052 | \$12,252.60 |
| NORTHEAST | MANSFIELD     | 135,888 | \$6,794.40  |
| NORTHEAST | MARLBOROUGH   | 20,040  | \$1,002.00  |
| NORTHEAST | MERIDEN       | 186,996 | \$9,349.80  |
| NORTHEAST | MIDDLEBURY    | 11,520  | \$576.00    |
| NORTHEAST | MIDDLEFIELD   | 31,908  | \$1,595.40  |
| NORTHEAST | MIDDLETOWN    | 171,132 | \$8,556.60  |
| NORTHEAST | MILFORD       | 204,780 | \$10,239.00 |
| NORTHEAST | MONROE        | 54,624  | \$2,731.20  |
| NORTHEAST | MONTVILLE     | 97,452  | \$4,872.60  |
| NORTHEAST | MORRIS        | 4,920   | \$246.00    |
| NORTHEAST | NAUGATUCK     | 124,368 | \$6,218.40  |
| NORTHEAST | NEW BRITAIN   | 250,092 | \$12,504.60 |
| NORTHEAST | NEW CANAAN    | 4,740   | \$237.00    |
| NORTHEAST | NEW FAIRFIELD | 26,160  | \$1,308.00  |

|           |                  |         |             |
|-----------|------------------|---------|-------------|
| NORTHEAST | NEW HARTFORD     | 5,796   | \$289.80    |
| NORTHEAST | NEW HAVEN        | 301,764 | \$15,088.20 |
| NORTHEAST | NEW LONDON       | 181,788 | \$9,089.40  |
| NORTHEAST | NEW MILFORD      | 133,668 | \$6,683.40  |
| NORTHEAST | NEWINGTON        | 122,832 | \$6,141.60  |
| NORTHEAST | NEWTOWN          | 64,152  | \$3,207.60  |
| NORTHEAST | NORFOLK          | 3,120   | \$156.00    |
| NORTHEAST | NORTH BRANFORD   | 59,208  | \$2,960.40  |
| NORTHEAST | NORTH CANAAN     | 0       | \$0.00      |
| NORTHEAST | NORTH HAVEN      | 67,908  | \$3,395.40  |
| NORTHEAST | NORTH STONINGTON | 75,672  | \$3,783.60  |
| NORTHEAST | NORWALK          | 229,152 | \$11,457.60 |
| NORTHEAST | NORWICH          | 267,312 | \$13,365.60 |
| NORTHEAST | OLD LYME         | 26,124  | \$1,306.20  |
| NORTHEAST | OLD SAYBROOK     | 60,120  | \$3,006.00  |
| NORTHEAST | ORANGE           | 23,628  | \$1,181.40  |
| NORTHEAST | OXFORD           | 20,400  | \$1,020.00  |
| NORTHEAST | PLAINFIELD       | 190,344 | \$9,517.20  |
| NORTHEAST | PLAINVILLE       | 68,724  | \$3,436.20  |
| NORTHEAST | PLYMOUTH         | 30,720  | \$1,536.00  |
| NORTHEAST | POMFRET          | 5,676   | \$283.80    |
| NORTHEAST | PORTLAND         | 35,352  | \$1,767.60  |
| NORTHEAST | PRESTON          | 37,116  | \$1,855.80  |
| NORTHEAST | PROSPECT         | 24,312  | \$1,215.60  |
| NORTHEAST | PUTNAM           | 131,952 | \$6,597.60  |
| NORTHEAST | REDDING          | 6,000   | \$300.00    |
| NORTHEAST | RIDGEFIELD       | 19,500  | \$975.00    |
| NORTHEAST | ROCKY HILL       | 49,176  | \$2,458.80  |
| NORTHEAST | ROXBURY          | 1,920   | \$96.00     |
| NORTHEAST | SALEM            | 33,144  | \$1,657.20  |
| NORTHEAST | SALISBURY        | 1,668   | \$83.40     |
| NORTHEAST | SCOTLAND         | 7,452   | \$372.60    |
| NORTHEAST | SEYMOUR          | 55,932  | \$2,796.60  |
| NORTHEAST | SHARON           | 4,440   | \$222.00    |
| NORTHEAST | SHELTON          | 121,596 | \$6,079.80  |
| NORTHEAST | SHERMAN          | 2,616   | \$130.80    |
| NORTHEAST | SIMSBURY         | 39,852  | \$1,992.60  |
| NORTHEAST | SOMERS           | 31,632  | \$1,581.60  |
| NORTHEAST | SOUTH WINDSOR    | 82,788  | \$4,139.40  |
| NORTHEAST | SOUTHBURY        | 59,376  | \$2,968.80  |
| NORTHEAST | SOUTHINGTON      | 171,444 | \$8,572.20  |
| NORTHEAST | SPRAGUE          | 15,120  | \$756.00    |
| NORTHEAST | STAFFORD         | 62,520  | \$3,126.00  |
| NORTHEAST | STAMFORD         | 176,232 | \$8,811.60  |
| NORTHEAST | STERLING         | 10,692  | \$534.60    |
| NORTHEAST | STONINGTON       | 81,144  | \$4,057.20  |
| NORTHEAST | STRATFORD        | 170,676 | \$8,533.80  |

|           |               |         |             |
|-----------|---------------|---------|-------------|
| NORTHEAST | SUFFIELD      | 42,540  | \$2,127.00  |
| NORTHEAST | THOMASTON     | 30,984  | \$1,549.20  |
| NORTHEAST | THOMPSON      | 72,276  | \$3,613.80  |
| NORTHEAST | TOLLAND       | 48,552  | \$2,427.60  |
| NORTHEAST | TORRINGTON    | 116,784 | \$5,839.20  |
| NORTHEAST | TRUMBULL      | 46,332  | \$2,316.60  |
| NORTHEAST | UNION         | 0       | \$0.00      |
| NORTHEAST | VERNON        | 151,140 | \$7,557.00  |
| NORTHEAST | VOLUNTOWN     | 25,572  | \$1,278.60  |
| NORTHEAST | WALLINGFORD   | 199,224 | \$9,961.20  |
| NORTHEAST | WARREN        | 0       | \$0.00      |
| NORTHEAST | WASHINGTON    | 6,192   | \$309.60    |
| NORTHEAST | WATERBURY     | 333,168 | \$16,658.40 |
| NORTHEAST | WATERFORD     | 120,756 | \$6,037.80  |
| NORTHEAST | WATERTOWN     | 81,252  | \$4,062.60  |
| NORTHEAST | WEST HARTFORD | 125,616 | \$6,280.80  |
| NORTHEAST | WEST HAVEN    | 181,836 | \$9,091.80  |
| NORTHEAST | WESTBROOK     | 37,344  | \$1,867.20  |
| NORTHEAST | WESTON        | 1,920   | \$96.00     |
| NORTHEAST | WESTPORT      | 17,904  | \$895.20    |
| NORTHEAST | WETHERSFIELD  | 65,772  | \$3,288.60  |
| NORTHEAST | WILLINGTON    | 12,588  | \$629.40    |
| NORTHEAST | WILTON        | 8,880   | \$444.00    |
| NORTHEAST | WINCHESTER    | 61,668  | \$3,083.40  |
| NORTHEAST | WINDHAM       | 106,872 | \$5,343.60  |
| NORTHEAST | WINDSOR       | 49,356  | \$2,467.80  |
| NORTHEAST | WINDSOR LOCKS | 112,476 | \$5,623.80  |
| NORTHEAST | WOLCOTT       | 63,012  | \$3,150.60  |
| NORTHEAST | WOODBIDGE     | 0       | \$0.00      |
| NORTHEAST | WOODBURY      | 23,088  | \$1,154.40  |
| NORTHEAST | WOODSTOCK     | 120     | \$6.00      |



|                                      |                     |
|--------------------------------------|---------------------|
| <b>NORTHEAST - Total Enviro Fee:</b> | <b>\$582,097.80</b> |
|--------------------------------------|---------------------|

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| OPICI      | ANDOVER       | 0         | \$0.00             |
| OPICI      | ANSONIA       | 60        | \$3.00             |
| OPICI      | ASHFORD       | 0         | \$0.00             |
| OPICI      | AVON          | 0         | \$0.00             |
| OPICI      | BARKHAMSTED   | 0         | \$0.00             |
| OPICI      | BEACON FALLS  | 0         | \$0.00             |
| OPICI      | BERLIN        | 0         | \$0.00             |
| OPICI      | BETHANY       | 0         | \$0.00             |
| OPICI      | BETHEL        | 84        | \$4.20             |
| OPICI      | BETHLEHEM     | 0         | \$0.00             |
| OPICI      | BLOOMFIELD    | 0         | \$0.00             |
| OPICI      | BOLTON        | 0         | \$0.00             |
| OPICI      | BOZRAH        | 0         | \$0.00             |
| OPICI      | BRANFORD      | 252       | \$12.60            |
| OPICI      | BRIDGEPORT    | 360       | \$18.00            |
| OPICI      | BRIDGEWATER   | 0         | \$0.00             |
| OPICI      | BRISTOL       | 0         | \$0.00             |
| OPICI      | BROOKFIELD    | 0         | \$0.00             |
| OPICI      | BROOKLYN      | 0         | \$0.00             |
| OPICI      | BURLINGTON    | 0         | \$0.00             |
| OPICI      | CANAAN        | 0         | \$0.00             |
| OPICI      | CANTERBURY    | 48        | \$2.40             |
| OPICI      | CANTON        | 0         | \$0.00             |
| OPICI      | CHAPLIN       | 0         | \$0.00             |
| OPICI      | CHESHIRE      | 60        | \$3.00             |
| OPICI      | CHESTER       | 720       | \$36.00            |
| OPICI      | CLINTON       | 60        | \$3.00             |
| OPICI      | COLCHESTER    | 0         | \$0.00             |
| OPICI      | COLEBROOK     | 0         | \$0.00             |
| OPICI      | COLUMBIA      | 0         | \$0.00             |
| OPICI      | CORNWALL      | 0         | \$0.00             |
| OPICI      | COVENTRY      | 0         | \$0.00             |
| OPICI      | CROMWELL      | 60        | \$3.00             |
| OPICI      | DANBURY       | 312       | \$15.60            |
| OPICI      | DARIEN        | 0         | \$0.00             |
| OPICI      | DEEP RIVER    | 24        | \$1.20             |
| OPICI      | DERBY         | 144       | \$7.20             |
| OPICI      | DURHAM        | 0         | \$0.00             |
| OPICI      | EAST GRANBY   | 0         | \$0.00             |
| OPICI      | EAST HADDAM   | 0         | \$0.00             |
| OPICI      | EAST HAMPTON  | 0         | \$0.00             |
| OPICI      | EAST HARTFORD | 0         | \$0.00             |
| OPICI      | EAST HAVEN    | 120       | \$6.00             |
| OPICI      | EAST LYME     | 120       | \$6.00             |

|       |               |        |            |
|-------|---------------|--------|------------|
| OPICI | EAST WINDSOR  | 0      | \$0.00     |
| OPICI | EASTFORD      | 0      | \$0.00     |
| OPICI | EASTON        | 0      | \$0.00     |
| OPICI | ELLINGTON     | 0      | \$0.00     |
| OPICI | ENFIELD       | 0      | \$0.00     |
| OPICI | ESSEX         | 0      | \$0.00     |
| OPICI | FAIRFIELD     | 660    | \$33.00    |
| OPICI | FARMINGTON    | 0      | \$0.00     |
| OPICI | FRANKLIN      | 0      | \$0.00     |
| OPICI | GLASTONBURY   | 0      | \$0.00     |
| OPICI | GOSHEN        | 0      | \$0.00     |
| OPICI | GRANBY        | 0      | \$0.00     |
| OPICI | GREENWICH     | 240    | \$12.00    |
| OPICI | GRISWOLD      | 0      | \$0.00     |
| OPICI | GROTON        | 420    | \$21.00    |
| OPICI | GUILFORD      | 0      | \$0.00     |
| OPICI | HADDAM        | 0      | \$0.00     |
| OPICI | HAMDEN        | 120    | \$6.00     |
| OPICI | HAMPTON       | 0      | \$0.00     |
| OPICI | HARTFORD      | 0      | \$0.00     |
| OPICI | HARTLAND      | 0      | \$0.00     |
| OPICI | HARWINTON     | 60     | \$3.00     |
| OPICI | HEBRON        | 0      | \$0.00     |
| OPICI | KENT          | 0      | \$0.00     |
| OPICI | KILLINGLY     | 0      | \$0.00     |
| OPICI | KILLINGWORTH  | 0      | \$0.00     |
| OPICI | LEBANON       | 0      | \$0.00     |
| OPICI | LEDYARD       | 0      | \$0.00     |
| OPICI | LISBON        | 0      | \$0.00     |
| OPICI | LITCHFIELD    | 132    | \$6.60     |
| OPICI | LYME          | 0      | \$0.00     |
| OPICI | MADISON       | 180    | \$9.00     |
| OPICI | MANCHESTER    | 0      | \$0.00     |
| OPICI | MANSFIELD     | 0      | \$0.00     |
| OPICI | MARLBOROUGH   | 0      | \$0.00     |
| OPICI | MERIDEN       | 0      | \$0.00     |
| OPICI | MIDDLEBURY    | 72     | \$3.60     |
| OPICI | MIDDLEFIELD   | 0      | \$0.00     |
| OPICI | MIDDLETOWN    | 60     | \$3.00     |
| OPICI | MILFORD       | 21,946 | \$1,097.30 |
| OPICI | MONROE        | 0      | \$0.00     |
| OPICI | MONTVILLE     | 0      | \$0.00     |
| OPICI | MORRIS        | 60     | \$3.00     |
| OPICI | NAUGATUCK     | 12     | \$0.60     |
| OPICI | NEW BRITAIN   | 0      | \$0.00     |
| OPICI | NEW CANAAN    | 60     | \$3.00     |
| OPICI | NEW FAIRFIELD | 0      | \$0.00     |

|       |                  |        |          |
|-------|------------------|--------|----------|
| OPICI | NEW HARTFORD     | 0      | \$0.00   |
| OPICI | NEW HAVEN        | 240    | \$12.00  |
| OPICI | NEW LONDON       | 120    | \$6.00   |
| OPICI | NEW MILFORD      | 60     | \$3.00   |
| OPICI | NEWINGTON        | 0      | \$0.00   |
| OPICI | NEWTOWN          | 60     | \$3.00   |
| OPICI | NORFOLK          | 0      | \$0.00   |
| OPICI | NORTH BRANFORD   | 0      | \$0.00   |
| OPICI | NORTH CANAAN     | 0      | \$0.00   |
| OPICI | NORTH HAVEN      | 120    | \$6.00   |
| OPICI | NORTH STONINGTON | 0      | \$0.00   |
| OPICI | NORWALK          | 14,538 | \$726.90 |
| OPICI | NORWICH          | 84     | \$4.20   |
| OPICI | OLD LYME         | 0      | \$0.00   |
| OPICI | OLD SAYBROOK     | 144    | \$7.20   |
| OPICI | ORANGE           | 0      | \$0.00   |
| OPICI | OXFORD           | 60     | \$3.00   |
| OPICI | PLAINFIELD       | 84     | \$4.20   |
| OPICI | PLAINVILLE       | 0      | \$0.00   |
| OPICI | PLYMOUTH         | 0      | \$0.00   |
| OPICI | POMFRET          | 0      | \$0.00   |
| OPICI | PORTLAND         | 0      | \$0.00   |
| OPICI | PRESTON          | 0      | \$0.00   |
| OPICI | PROSPECT         | 0      | \$0.00   |
| OPICI | PUTNAM           | 0      | \$0.00   |
| OPICI | REDDING          | 60     | \$3.00   |
| OPICI | RIDGEFIELD       | 240    | \$12.00  |
| OPICI | ROCKY HILL       | 0      | \$0.00   |
| OPICI | ROXBURY          | 0      | \$0.00   |
| OPICI | SALEM            | 0      | \$0.00   |
| OPICI | SALISBURY        | 0      | \$0.00   |
| OPICI | SCOTLAND         | 0      | \$0.00   |
| OPICI | SEYMOUR          | 0      | \$0.00   |
| OPICI | SHARON           | 0      | \$0.00   |
| OPICI | SHELTON          | 12     | \$0.60   |
| OPICI | SHERMAN          | 0      | \$0.00   |
| OPICI | SIMSBURY         | 0      | \$0.00   |
| OPICI | SOMERS           | 0      | \$0.00   |
| OPICI | SOUTH WINDSOR    | 0      | \$0.00   |
| OPICI | SOUTHBURY        | 120    | \$6.00   |
| OPICI | SOUTHINGTON      | 264    | \$13.20  |
| OPICI | SPRAGUE          | 0      | \$0.00   |
| OPICI | STAFFORD         | 0      | \$0.00   |
| OPICI | STAMFORD         | 120    | \$6.00   |
| OPICI | STERLING         | 0      | \$0.00   |
| OPICI | STONINGTON       | 300    | \$15.00  |
| OPICI | STRATFORD        | 960    | \$48.00  |

|       |               |     |         |
|-------|---------------|-----|---------|
| OPICI | SUFFIELD      | 0   | \$0.00  |
| OPICI | THOMASTON     | 120 | \$6.00  |
| OPICI | THOMPSON      | 0   | \$0.00  |
| OPICI | TOLLAND       | 0   | \$0.00  |
| OPICI | TORRINGTON    | 60  | \$3.00  |
| OPICI | TRUMBULL      | 210 | \$10.50 |
| OPICI | UNION         | 0   | \$0.00  |
| OPICI | VERNON        | 0   | \$0.00  |
| OPICI | VOLUNTOWN     | 0   | \$0.00  |
| OPICI | WALLINGFORD   | 240 | \$12.00 |
| OPICI | WARREN        | 0   | \$0.00  |
| OPICI | WASHINGTON    | 0   | \$0.00  |
| OPICI | WATERBURY     | 0   | \$0.00  |
| OPICI | WATERFORD     | 0   | \$0.00  |
| OPICI | WATERTOWN     | 60  | \$3.00  |
| OPICI | WEST HARTFORD | 120 | \$6.00  |
| OPICI | WEST HAVEN    | 180 | \$9.00  |
| OPICI | WESTBROOK     | 84  | \$4.20  |
| OPICI | WESTON        | 0   | \$0.00  |
| OPICI | WESTPORT      | 180 | \$9.00  |
| OPICI | WETHERSFIELD  | 0   | \$0.00  |
| OPICI | WILLINGTON    | 0   | \$0.00  |
| OPICI | WILTON        | 0   | \$0.00  |
| OPICI | WINCHESTER    | 0   | \$0.00  |
| OPICI | WINDHAM       | 0   | \$0.00  |
| OPICI | WINDSOR       | 0   | \$0.00  |
| OPICI | WINDSOR LOCKS | 0   | \$0.00  |
| OPICI | WOLCOTT       | 0   | \$0.00  |
| OPICI | WOODBIDGE     | 0   | \$0.00  |
| OPICI | WOODBURY      | 0   | \$0.00  |
| OPICI | WOODSTOCK     | 0   | \$0.00  |

**OPICI - Total Enviro Fee:**

**\$2,264.30**

| Wholesaler | Town          | NIP Count | Enviro Fee by Town |
|------------|---------------|-----------|--------------------|
| SLOCUM     | ANDOVER       | 0         | \$0.00             |
| SLOCUM     | ANSONIA       | 120       | \$6.00             |
| SLOCUM     | ASHFORD       | 116       | \$5.80             |
| SLOCUM     | AVON          | 17        | \$0.85             |
| SLOCUM     | BARKHAMSTED   | 0         | \$0.00             |
| SLOCUM     | BEACON FALLS  | 0         | \$0.00             |
| SLOCUM     | BERLIN        | 50        | \$2.50             |
| SLOCUM     | BETHANY       | 0         | \$0.00             |
| SLOCUM     | BETHEL        | 1,003     | \$50.15            |
| SLOCUM     | BETHLEHEM     | 0         | \$0.00             |
| SLOCUM     | BLOOMFIELD    | 0         | \$0.00             |
| SLOCUM     | BOLTON        | 30        | \$1.50             |
| SLOCUM     | BOZRAH        | 0         | \$0.00             |
| SLOCUM     | BRANFORD      | 1,475     | \$73.75            |
| SLOCUM     | BRIDGEPORT    | 1,744     | \$87.20            |
| SLOCUM     | BRIDGEWATER   | 0         | \$0.00             |
| SLOCUM     | BRISTOL       | 299       | \$14.95            |
| SLOCUM     | BROOKFIELD    | 30        | \$1.50             |
| SLOCUM     | BROOKLYN      | 758       | \$37.90            |
| SLOCUM     | BURLINGTON    | 242       | \$12.10            |
| SLOCUM     | CANAAN        | 0         | \$0.00             |
| SLOCUM     | CANTERBURY    | 10        | \$0.50             |
| SLOCUM     | CANTON        | 20        | \$1.00             |
| SLOCUM     | CHAPLIN       | 0         | \$0.00             |
| SLOCUM     | CHESHIRE      | 620       | \$31.00            |
| SLOCUM     | CHESTER       | 55        | \$2.75             |
| SLOCUM     | CLINTON       | 298       | \$14.90            |
| SLOCUM     | COLCHESTER    | 2         | \$0.10             |
| SLOCUM     | COLEBROOK     | 0         | \$0.00             |
| SLOCUM     | COLUMBIA      | 0         | \$0.00             |
| SLOCUM     | CORNWALL      | 0         | \$0.00             |
| SLOCUM     | COVENTRY      | 10        | \$0.50             |
| SLOCUM     | CROMWELL      | 188       | \$9.40             |
| SLOCUM     | DANBURY       | 2,609     | \$130.45           |
| SLOCUM     | DARIEN        | 34        | \$1.70             |
| SLOCUM     | DEEP RIVER    | 120       | \$6.00             |
| SLOCUM     | DERBY         | 600       | \$30.00            |
| SLOCUM     | DURHAM        | 840       | \$42.00            |
| SLOCUM     | EAST GRANBY   | 0         | \$0.00             |
| SLOCUM     | EAST HADDAM   | 360       | \$18.00            |
| SLOCUM     | EAST HAMPTON  | 0         | \$0.00             |
| SLOCUM     | EAST HARTFORD | 1,260     | \$63.00            |
| SLOCUM     | EAST HAVEN    | 1,024     | \$51.20            |
| SLOCUM     | EAST LYME     | 108       | \$5.40             |

|        |               |       |          |
|--------|---------------|-------|----------|
| SLOCUM | EAST WINDSOR  | 145   | \$7.25   |
| SLOCUM | EASTFORD      | 0     | \$0.00   |
| SLOCUM | EASTON        | 0     | \$0.00   |
| SLOCUM | ELLINGTON     | 0     | \$0.00   |
| SLOCUM | ENFIELD       | 150   | \$7.50   |
| SLOCUM | ESSEX         | 0     | \$0.00   |
| SLOCUM | FAIRFIELD     | 1,213 | \$60.65  |
| SLOCUM | FARMINGTON    | 1,101 | \$55.05  |
| SLOCUM | FRANKLIN      | 24    | \$1.20   |
| SLOCUM | GLASTONBURY   | 766   | \$38.30  |
| SLOCUM | GOSHEN        | 0     | \$0.00   |
| SLOCUM | GRANBY        | 116   | \$5.80   |
| SLOCUM | GREENWICH     | 72    | \$3.60   |
| SLOCUM | GRISWOLD      | 168   | \$8.40   |
| SLOCUM | GROTON        | 634   | \$31.70  |
| SLOCUM | GUILFORD      | 0     | \$0.00   |
| SLOCUM | HADDAM        | 295   | \$14.75  |
| SLOCUM | HAMDEN        | 1,944 | \$97.20  |
| SLOCUM | HAMPTON       | 0     | \$0.00   |
| SLOCUM | HARTFORD      | 1,246 | \$62.30  |
| SLOCUM | HARTLAND      | 0     | \$0.00   |
| SLOCUM | HARWINTON     | 240   | \$12.00  |
| SLOCUM | HEBRON        | 0     | \$0.00   |
| SLOCUM | KENT          | 0     | \$0.00   |
| SLOCUM | KILLINGLY     | 0     | \$0.00   |
| SLOCUM | KILLINGWORTH  | 120   | \$6.00   |
| SLOCUM | LEBANON       | 0     | \$0.00   |
| SLOCUM | LEDYARD       | 320   | \$16.00  |
| SLOCUM | LISBON        | 0     | \$0.00   |
| SLOCUM | LITCHFIELD    | 564   | \$28.20  |
| SLOCUM | LYME          | 0     | \$0.00   |
| SLOCUM | MADISON       | 341   | \$17.05  |
| SLOCUM | MANCHESTER    | 1,112 | \$55.60  |
| SLOCUM | MANSFIELD     | 21    | \$1.05   |
| SLOCUM | MARLBOROUGH   | 20    | \$1.00   |
| SLOCUM | MERIDEN       | 1,357 | \$67.85  |
| SLOCUM | MIDDLEBURY    | 0     | \$0.00   |
| SLOCUM | MIDDLEFIELD   | 0     | \$0.00   |
| SLOCUM | MIDDLETOWN    | 360   | \$18.00  |
| SLOCUM | MILFORD       | 2,622 | \$131.10 |
| SLOCUM | MONROE        | 427   | \$21.35  |
| SLOCUM | MONTVILLE     | 408   | \$20.40  |
| SLOCUM | MORRIS        | 364   | \$18.20  |
| SLOCUM | NAUGATUCK     | 307   | \$15.35  |
| SLOCUM | NEW BRITAIN   | 768   | \$38.40  |
| SLOCUM | NEW CANAAN    | 120   | \$6.00   |
| SLOCUM | NEW FAIRFIELD | 0     | \$0.00   |



|        |                  |       |          |
|--------|------------------|-------|----------|
| SLOCUM | NEW HARTFORD     | 6     | \$0.30   |
| SLOCUM | NEW HAVEN        | 1,760 | \$88.00  |
| SLOCUM | NEW LONDON       | 15    | \$0.75   |
| SLOCUM | NEW MILFORD      | 1,641 | \$82.05  |
| SLOCUM | NEWINGTON        | 418   | \$20.90  |
| SLOCUM | NEWTOWN          | 984   | \$49.20  |
| SLOCUM | NORFOLK          | 0     | \$0.00   |
| SLOCUM | NORTH BRANFORD   | 310   | \$15.50  |
| SLOCUM | NORTH CANAAN     | 0     | \$0.00   |
| SLOCUM | NORTH HAVEN      | 2,815 | \$140.75 |
| SLOCUM | NORTH STONINGTON | 36    | \$1.80   |
| SLOCUM | NORWALK          | 1,157 | \$57.85  |
| SLOCUM | NORWICH          | 2,310 | \$115.50 |
| SLOCUM | OLD LYME         | 0     | \$0.00   |
| SLOCUM | OLD SAYBROOK     | 96    | \$4.80   |
| SLOCUM | ORANGE           | 832   | \$41.60  |
| SLOCUM | OXFORD           | 117   | \$5.85   |
| SLOCUM | PLAINFIELD       | 723   | \$36.15  |
| SLOCUM | PLAINVILLE       | 600   | \$30.00  |
| SLOCUM | PLYMOUTH         | 96    | \$4.80   |
| SLOCUM | POMFRET          | 0     | \$0.00   |
| SLOCUM | PORTLAND         | 690   | \$34.50  |
| SLOCUM | PRESTON          | 0     | \$0.00   |
| SLOCUM | PROSPECT         | 135   | \$6.75   |
| SLOCUM | PUTNAM           | 1,010 | \$50.50  |
| SLOCUM | REDDING          | 35    | \$1.75   |
| SLOCUM | RIDGEFIELD       | 0     | \$0.00   |
| SLOCUM | ROCKY HILL       | 20    | \$1.00   |
| SLOCUM | ROXBURY          | 45    | \$2.25   |
| SLOCUM | SALEM            | 10    | \$0.50   |
| SLOCUM | SALISBURY        | 6     | \$0.30   |
| SLOCUM | SCOTLAND         | 0     | \$0.00   |
| SLOCUM | SEYMOUR          | 241   | \$12.05  |
| SLOCUM | SHARON           | 0     | \$0.00   |
| SLOCUM | SHELTON          | 2,060 | \$103.00 |
| SLOCUM | SHERMAN          | 0     | \$0.00   |
| SLOCUM | SIMSBURY         | 2,580 | \$129.00 |
| SLOCUM | SOMERS           | 120   | \$6.00   |
| SLOCUM | SOUTH WINDSOR    | 0     | \$0.00   |
| SLOCUM | SOUTHBURY        | 436   | \$21.80  |
| SLOCUM | SOUTHINGTON      | 75    | \$3.75   |
| SLOCUM | SPRAGUE          | 0     | \$0.00   |
| SLOCUM | STAFFORD         | 55    | \$2.75   |
| SLOCUM | STAMFORD         | 875   | \$43.75  |
| SLOCUM | STERLING         | 0     | \$0.00   |
| SLOCUM | STONINGTON       | 0     | \$0.00   |
| SLOCUM | STRATFORD        | 237   | \$11.85  |

|        |               |       |          |
|--------|---------------|-------|----------|
| SLOCUM | SUFFIELD      | 60    | \$3.00   |
| SLOCUM | THOMASTON     | 197   | \$9.85   |
| SLOCUM | THOMPSON      | 2,351 | \$117.55 |
| SLOCUM | TOLLAND       | 600   | \$30.00  |
| SLOCUM | TORRINGTON    | 430   | \$21.50  |
| SLOCUM | TRUMBULL      | 5,094 | \$254.70 |
| SLOCUM | UNION         | 0     | \$0.00   |
| SLOCUM | VERNON        | 144   | \$7.20   |
| SLOCUM | VOLUNTOWN     | 0     | \$0.00   |
| SLOCUM | WALLINGFORD   | 1,810 | \$90.50  |
| SLOCUM | WARREN        | 0     | \$0.00   |
| SLOCUM | WASHINGTON    | 37    | \$1.85   |
| SLOCUM | WATERBURY     | 374   | \$18.70  |
| SLOCUM | WATERFORD     | 165   | \$8.25   |
| SLOCUM | WATERTOWN     | 419   | \$20.95  |
| SLOCUM | WEST HARTFORD | 3,643 | \$182.15 |
| SLOCUM | WEST HAVEN    | 4,000 | \$200.00 |
| SLOCUM | WESTBROOK     | 72    | \$3.60   |
| SLOCUM | WESTON        | 0     | \$0.00   |
| SLOCUM | WESTPORT      | 1,708 | \$85.40  |
| SLOCUM | WETHERSFIELD  | 90    | \$4.50   |
| SLOCUM | WILLINGTON    | 288   | \$14.40  |
| SLOCUM | WILTON        | 161   | \$8.05   |
| SLOCUM | WINCHESTER    | 0     | \$0.00   |
| SLOCUM | WINDHAM       | 120   | \$6.00   |
| SLOCUM | WINDSOR       | 120   | \$6.00   |
| SLOCUM | WINDSOR LOCKS | 130   | \$6.50   |
| SLOCUM | WOLCOTT       | 188   | \$9.40   |
| SLOCUM | WOODBIDGE     | 1     | \$0.05   |
| SLOCUM | WOODBURY      | 1,512 | \$75.60  |
| SLOCUM | WOODSTOCK     | 0     | \$0.00   |

|                                   |                   |
|-----------------------------------|-------------------|
| <b>SLOCUM - Total Enviro Fee:</b> | <b>\$3,882.35</b> |
|-----------------------------------|-------------------|

Instructions:

1) Collect data to match the column headings below

See example below or ASG\_DATA larger sample

2) Copy data (Customer Zipcode, City, Cases by Zip Code, Enviro Fee by Zip Code) to cell C2 in the data tab for your company; ie Hartley to copy to HARTLEY\_DATA cell C2

3) The total due for each wholesaler will appear in cell E1 of your company sheet; ie ASG cell E1 = 3

4) All Wholesaler Data will accumulate to WSWC-ALL tab by Town

5) WSWC (Vicki) will cut one check per town for all wholesalers

| (Hidden Column) | (Pre-populated) | Customer Zip Code | City       | Cases by Zip Code |
|-----------------|-----------------|-------------------|------------|-------------------|
|                 | ASG             | 06232             | Andover    | 16.30             |
|                 |                 | 06278             | Ashford    | 23.10             |
|                 |                 | 06001             | Avon       | 15.85             |
|                 |                 | 06037             | Berlin     | 66.70             |
|                 |                 | 06023             | Berlin     | 5.50              |
|                 |                 | 06002             | Bloomfield | 54.90             |
|                 |                 | 06043             | Bolton     | 48.00             |

19,641.10

**Enviro Fee  
by Zip Code**

97.80  
138.60  
95.20  
400.15  
32.90  
329.50  
288.00

RESOLUTION  
REGARDING REVENUES RECEIVED FROM  
BEVERAGE CONTAINER SURCHARGES

WHEREAS: The State of Connecticut enacted Public Act No. 21-58 “*An Act Concerning Solid Waste Management*” on June 16, 2021;

WHEREAS: Notwithstanding any provision of the general statutes, on and after October 1, 2021, any beverage container containing a spirit or liquor of fifty milliliters or less shall be assessed a five-cent surcharge by the wholesaler of such beverage container to the retailer of such beverage container and by the retailer of such beverage container to the consumer of such beverage container.

WHEREAS: Beginning on April 1, 2022, and every six months thereafter, payment shall be remitted by each wholesaler to every municipality where any such beverage container was sold during the preceding six-month period by such wholesaler. Such payment shall be at the rate of five cents for every such beverage container sold within such municipality by such wholesaler.

WHEREAS: Revenues received by the Town of Ledyard from said wholesalers relative to Public Act 21-58 for beverage containers surcharges shall be appropriated to Account 21040101-57316. “*Beverage Container Surcharges*”;

NOW, THEREFORE; BE IT RESOLVED; That any future expenditures out of Account #21040101-57316 “*Beverage Container Surcharges*”; shall be in accordance with subsection (d) of Section 10 of Public Act 21-58 for the following purposes: (1) environmental measures intended to reduce the generation of solid waste; and (2) reduce the impact of litter caused by such solid waste, including, but not limited to, the hiring of a recycling coordinator, the installation of storm drain filters designed to block solid waste and beverage container debris or the purchase of a mechanical street sweeper, vacuum or broom that removes litter, including, but not limited to, such beverage containers and other debris from streets, sidewalks and abutting lawn and turf.

Adopted by the Ledyard Town Council on: June 8, 2022

\_\_\_\_\_  
Kevin J. Dombrowski, Chairman

\*\*\*\*\*  
History: 2022: The Town Council adopted the “*Resolution Regarding Revenues Received From Beverage Containers*” to provide a sperate account for revenues received from the State of Connecticut for beverage containers surcharges (Public Act 21-58 adopted on June 16, 2021)



**PA 21-58**—sSB 1037  
*Environment Committee*

## **AN ACT CONCERNING SOLID WASTE MANAGEMENT**

**SUMMARY:** This act revamps the state’s beverage container redemption law (i.e., “bottle bill,” see BACKGROUND) by doing the following:

1. expanding the list of beverages subject to the bottle bill’s requirements and exempting containers of less than 150mL (§§ 1 & 5);
2. increasing, beginning January 1, 2024, the minimum beverage container deposit amount from five to 10 cents (§ 2);
3. increasing the handling fee that distributors must pay to dealers (e.g., and hereafter, “retailers”) and redemption centers, (§ 3);
4. incrementally reduces the amount of unclaimed deposits that distributors must remit to the General Fund from 100% to 45% by FY 26, and allows the distributors to keep the remainder (§ 4);
5. requiring certain retailers to install and maintain at least two reverse vending machines (RVMs) at their place of business or have dedicated areas for redeeming beverage containers (§ 7); and
6. requiring, beginning January 1, 2024, (a) all refundable beverage containers sold in Connecticut to have a Universal Product Code (UPC) and barcode and (b) deposit initiators (i.e., the first distributor to collect the deposit) to provide them, with packaging information, to the RVM system administrators and other system operators at least 30 days before placing the beverage containers on the market (§ 2).

The act requires the Department of Energy and Environmental Protection (DEEP) to approve a stewardship organization for beverage containers (§ 9). It also requires DEEP to develop terms for a memorandum of agreement (MOA) that provides for in-state processing of at least 80% of the wine and liquor beverage containers sold in-state (§ 8).

The act establishes a five-cent surcharge on the sale of spirit or liquor beverage containers of 50mL or less (commonly referred to as “nips”). It requires (1) wholesalers to remit the surcharges to the municipalities in which the containers were sold and (2) the municipalities to use the remitted funds for environmental measures aimed at reducing solid waste or reducing the impact of litter (§ 10).

The act requires the DEEP commissioner, by July 1, 2022, to develop an incentive program to help municipalities that want to adopt a unit-based pricing program for solid waste disposal (e.g., “pay-as-you-throw”). She must also identify funding sources to provide the incentives (§ 6).

Lastly, the act makes technical and conforming changes.

**EFFECTIVE DATE:** July 1, 2021, except the handling fee increase, RVM requirement, and nip surcharge take effect October 1, 2021; the bottle bill’s

## OLR PUBLIC ACT SUMMARY

expansion takes effect January 1, 2023; the deposit increase takes effect January 1, 2024; and the MOA and stewardship organization provisions are effective upon passage.

### §§ 1 & 5 — COVERED BEVERAGE CONTAINERS

Under prior law, the bottle bill applied to the following beverage containers: beer, other malt beverages, mineral or soda water, carbonated soft drinks, and water, including flavored or nutritionally enhanced water.

Beginning January 1, 2023, the act generally expands the bottle bill to include beverage containers for hard cider, plant water or plant infused drink, juice or juice drink, tea, coffee, kombucha, and sports or energy drink. It explicitly includes hard seltzer in the bottle bill's scope, which existing law covers as a "beer or other malt beverage." It also includes beverages identified as juice, tea, coffee, kombucha, plant infused drink, or a sports or energy drink, with letters, words, or symbols on the beverages' labels. Existing law covers containers identified as water this way.

#### *Exempt Containers*

The bottle bill previously exempted from its requirements (1) noncarbonated beverages of at least three liters in size or (2) containers made of high-density polyethylene (i.e., with an HDPE designation or #2 recycling symbol). It also exempts containers provided on interstate passenger carriers (e.g., planes or trains). The act modifies some of these exemptions and creates new ones.

First, the act generally (1) eliminates the exemption for high-density polyethylene containers, (2) reduces the size threshold for noncarbonated beverage containers to be exempt, and (3) creates a new exemption for carbonated beverages. Specifically, it now exempts containers (1) over three liters for carbonated beverages, (2) over two and one-half liters for noncarbonated beverages, and (3) of less than 150mL for either carbonated and noncarbonated beverages.

Additionally, by law, manufacturers that annually bottle and sell up to 250,000 noncarbonated beverages of 20 ounces or less in size may apply to the DEEP commissioner for an exemption from the bottle bill's requirements (CGS § 22a-245b). The act extends this exemption, beginning July 1, 2021, to manufacturers of the new noncarbonated beverages covered by the act (e.g., juice, coffee, tea, or sport or energy drink). And it creates a new exemption for juice manufacturers that annually bottle and sell up to 100,000 gallons of juice in beverage containers. These juice manufacturers must also apply for the exemption.

### § 3 — HANDLING FEES

Beginning October 1, 2021, the act increases the handling fees for beverage containers redeemed under the bottle bill by setting the minimum handling fee at



OLR PUBLIC ACT SUMMARY

either two and one-half cents or three and one-half cents, depending on the container involved (see table below). It applies the increased fee to the act’s newly covered beverage containers.

**Bottle Bill Handling Fees, Prior Law vs. the Act**

|  | <i>Prior Law</i> | <i>The Act</i> |
|--|------------------|----------------|
| Beer or other malt beverages, including hard seltzer                       | \$0.015          | \$0.025        |
| Hard cider   | N/A              | 0.025          |
| Noncarbonated beverages, mineral or soda water, and carbonated soft drinks | 0.02             | 0.035          |

§ 4 — UNCLAIMED DEPOSITS

Under prior law, unclaimed deposits were paid quarterly by the distributors to the revenue services commissioner for deposit into the state’s General Fund. The act incrementally reduces the amount of unclaimed funds deposited to the General Fund to 45% by FY 26, as shown in the table below, and correspondingly allows the distributors to keep the remainder.

**Percentage Distribution of Unclaimed Deposits**

|                  | <i>General Fund</i> | <i>Distributors</i> |
|------------------|---------------------|---------------------|
| Through FY 22    | 100%                | 0%                  |
| FY 23            | 95                  | 5                   |
| FY 24            | 65                  | 35                  |
| FY 25            | 55                  | 45                  |
| FY 26 and beyond | 45                  | 55                  |

§§ 1 & 7 — RETAILER RVMS AND REDEMPTION AREAS

The act generally requires certain retailers, beginning October 1, 2021, to install and maintain at least two RVMS at their place of business. Under the act, an RVM is a mechanical device that (1) accepts used beverage containers from consumers and (2) provides a way of refunding the containers’ refund value (deposit amount) to the device user.

The requirement to have the RVMS applies to retailers whose place of business (1) is part of a chain engaged in the same general type of business that operates at least 10 units in Connecticut under common ownership and (2) uses at least 7,000 square feet of space to display merchandise for sale to the public.

The act also requires retailers exempt from the RVM requirement (see below), whose place of business is at least 40,000 square feet and does not use RVMS, to maintain a dedicated area at the business to accept and redeem beverage containers. It requires these areas to be adequately staffed so that containers can be efficiently accepted and processed during business hours. There must also be at

least one conspicuous sign posted at each public entrance describing how to find the redemption area.

*Exemptions*

The act exempts from the RVM requirement retailers that do the following:

1. sell only beverage containers of 20 ounces or less that are packaged in quantities of less than six;
2. sell beverage containers, but use no more than 5% of their floor space to display and sell consumer products; or
3. get a waiver from the DEEP commissioner allowing them to use an alternative technology to redeem the containers.

For the waiver, the alternative technology must be able to:

1. determine a beverage container's redeemability;
2. protect against fraud by reading a container's UPC and, except for refillable containers, renders the container unredeemable;
3. collect information about the redeemed containers; and
4. issue legal tender or a scrip, receipt, or other credit for the refund value that can be exchanged for legal tender for at least 60 days without needing to purchase other goods.

If the alternative technology does not allow a consumer to immediately obtain the refund value, a retailer can only use it if the retailer also allows a consumer to conveniently and immediately obtain the refund value through an RVM or another method.

*Penalty*

The act subjects retailers who violate these requirements to a civil fine of up to \$1,000, with an additional \$1,000 for each day the violation continues. It requires a hearing held according to the Uniform Administrative Procedures Act before the DEEP commissioner can assess the fine.

§ 8 — MOA: WINE AND LIQUOR CONTAINERS

Under the act, DEEP must develop the terms for a MOA that, by January 1, 2023, provides for in-state processing of at least 80% of the wine and liquor beverage containers sold in the state. The processing must turn the containers into furnace-ready cullet or by-product that is melted or otherwise used in cement, glass, or fiberglass products.

The act requires DEEP, when developing the terms, to (1) identify the parties that must be part of the agreement and (2) engage them in ongoing discussions about establishing systems and methods under the agreement for statewide, cost-effective, and consumer-oriented collection of the wine and liquor beverage containers. The collected materials must also be sufficiently clean and acceptable for use at a facility that produces the glass cullet or byproduct.

Under the act, the MOA must include provisions, with responsibilities assigned among the parties, for the following:

## OLR PUBLIC ACT SUMMARY

1. establishing and implementing the collection systems and methods;
2. transporting collected containers to a processing facility;
3. properly recycling and managing containers not accepted by a facility;
4. executing financial obligations among the parties according to the agreement;
5. recordkeeping of the volume, tonnage, and categories of containers annually processed under the agreement; and
6. auditing costs, efficiencies, and benefits of the agreement.

The DEEP commissioner must submit a draft of the MOA to the Environment Committee by January 15, 2022.

### § 9 — BEVERAGE CONTAINER STEWARDSHIP ORGANIZATION

The act requires the DEEP commissioner to approve an application for the formation of a beverage container stewardship organization by deposit initiators if the organization meets the following requirements:

1. is a 501(c)(3) federally tax-exempt organization;
2. has a governing board of deposit initiators that represents the range of beverages and container materials covered by the state's bottle bill; and
3. shows that it has adequate financial responsibility and controls, including fraud prevention and an audit schedule, to properly manage funds.

It also requires each deposit initiator to join and register with an approved beverage container stewardship organization within three months after DEEP approves the organization. Deposit initiators seeking to sell beverage containers in the state after this period must register and join the organization at least 90 days before selling them.

Under the act, any approved organization must submit a plan for the DEEP commissioner's review and approval to operate a statewide beverage container stewardship program by July 1, 2022. The act requires the plan to provide detailed information about how the organization will operate and finance a program to redeem and recycle beverage containers. The information must at least include the following:

1. 80% annual redemption rate by a specified timeline;
2. financial self-sustainability;
3. verifiable performance metrics for enhanced customer satisfaction;
4. policies and investments to ensure that recovered materials are returned for their highest and best use;
5. detailed descriptions for how existing collection and redemption centers will be used;
6. redemption rates as of the date of the plan and projected for the next five years, along with a recommended refund value for the containers to achieve these rates;
7. how the plan will cost the state or any other participants;
8. revenues that will be returned to the state and projected loss in the state's revenue use or collection in the five fiscal years beginning with FY 22;
9. legislative changes needed to carry out the plan; and

10. other parameters or requirements the commissioner requires.

When developing the plan, the stewardship organization must obtain input from members of the independent redemption center community, municipal resource recovery facilities, municipal leaders, wine and spirits distributors, and RVM operators. The act prohibits the DEEP commissioner from approving a plan without verification of receiving this input.

The DEEP commissioner, by October 1, 2022, must submit recommendations on any plan for a proposed stewardship program to the Environment Committee.

## § 10 — NIP SURCHARGE

Beginning October 1, 2021, the act requires wholesalers of spirit or liquor beverage containers of 50mL or less to assess a five-cent surcharge on each of these containers to retailers. The retailers must then impose the same surcharge on the customers who purchase the containers. The act specifies that paying the surcharge is a debt by retailers, upon their purchase from the wholesaler, and is subject to posting requirements for delinquencies. Under the Liquor Control Act, a notice of delinquency identifies the delinquent retailer and prohibits manufacturers or wholesalers from crediting the retailer until the notice is satisfied (CGS § 30-48(b)).

Under the act, the surcharge must be distinct and clearly identified from the container's price. The act exempts it from sales tax or being treated as income.

Beginning April 1, 2022, and then every six months, each wholesaler must remit to each municipality where these beverage containers were sold during the prior six-month period, five-cents per container sold by the wholesaler. At the same time as the payment, the wholesaler must file a report with the Department of Revenue Services and the Department of Consumer Protection's Liquor Control Division stating how many beverage containers it sold in each municipality during the prior six months.

The act requires municipalities receiving the surcharge funds to only use the funds for environmental measures to reduce solid waste generation in the municipality or the impact of litter from the solid waste. These measures include things like hiring a recycling coordinator; installing storm drain filters to block solid waste (including beverage container debris); or purchasing a mechanical street sweeper, vacuum, or broom to remove litter and other debris from streets, sidewalks, and abutting lawn and turf areas.

## BACKGROUND

### *General Bottle Redemption Process*

Connecticut's bottle bill redemption process generally works as follows:

1. a retailer pays a beverage container distributor a deposit for each eligible beverage container that the distributor delivers;
2. a consumer pays the retailer the deposit for each beverage container that he or she purchases from the retailer;

## OLR PUBLIC ACT SUMMARY

3. the retailer or a redemption center pays the consumer the deposit amount for each beverage container that he or she returns (i.e., refunding the deposit);
4. the distributor reimburses the retailer or redemption center the deposit for each beverage container returned, plus a handling fee; and
5. the distributor pays the state the required percentage of unclaimed deposits, which are deposited into the General Fund (CGS § 22a-243 et seq.).



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 22-093

**Agenda Date:** 1/3/2024

**Agenda #:** 3.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Any other Old Business proper to come before the Committee.



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-2355

**Agenda Date:** 1/3/2024

**Agenda #:** 1.

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## CONTRACT-LEASE

### **Motion/Request:**

MOTION to authorize the Mayor to execute a “*Subordinate Agreement between the Town of Ledyard and Mr. Matthew Proctor*” pertaining to a Home Rehabilitation Loan in the amount of \$32,820.48 for 33 Highland Drive, Ledyard.

### **Background- Terms:**

The ***Housing Rehabilitation Program*** provides no interest loans to qualified residents who meet the income limits for critical home improvements such as heating system, septic system replacements and roof replacements, etc.

A lien is placed on the property for those who qualify and receive a Housing Rehabilitation Loan from the Town. No payment plan is scheduled for homeowner to repay the loan.

When the Housing Rehabilitation Loan is paid back those funds would then become available to be loaned to another qualifying resident in need of assistance on a revolving basis.

The Town may call in the loan On Demand, should the property owner ***default*** is as defined below:

***Default*** includes the following: death, sell or remortgage the property, transfer title, the property is no longer their principal place of residence or if any of the property which secures this loan is damaged, lost or destroyed. (see attached Small Cities Promissory Note)

Mr. Matthew Proctor received a Housing Rehabilitation Loan in the amount of \$29,575 on March 15, 2017; which was later increased on May 5, 2017 to \$32,820.48 to cover the costs for the modifications.

The scope of work was for roofing, gutters, doors, interior repairs and electrical upgrades.

Mr. Proctor is looking to refinance his home to pay off other debt and the lending company Carrington Mortgage is looking to subordinate the Housing Rehabilitation Loan owed to the Town of Ledyard.

Peter J. Testa, Jr. of A&E Services Group, LLC; 609 West Johnson Ave, Cheshire, CT is the Consultant who Administers the Housing Rehabilitation Program for the Town of Ledyard.

(Please see attached documentation: Mr. Proctor ltr 11/22/2023; Property Appraisal 12/6/2023; Email Threads from Mr. Testa, Proctors, Mayor’s Office)

**Department Comment/Recommendation:**

(type text here)

**Finance Director Comment/Recommendation:**

(type text here)

**Mayor Comment/Recommendation:**

I do not support subordination in refinance situations and instead seek full loan repayment as part of the refinance process.



November 22, 2023

To Whom It May Concern:

I, Matthew Proctor, of 33 Highland Drive, would like to subordinate my Ledyard Rehabilitation Loan. My wife and I currently owe \$109,353 on our current mortgage and are looking to use the equity we have to pay off high interest credit card debt that we have accrued over the past 15 years.

The debt we plan to pay off is \$90,000, which would bring our new mortgage to \$223,850 (which is still well below our current home value). This will put us significantly better off monthly and reduce the risk of defaulting on any financial obligations.

We are working with Carrington Mortgage our currently lien holder, and they will most likely be reaching out soon. They have not finalized our paperwork so we can get the Town's decision first. Please consider allowing us to subordinate.

Thank You,

**Matthew Proctor**

Matthew Proctor

Certificate Date: December 6, 2023

# Certificate of Compliance

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Subject Property: 33 HIGHLAND DR, Ledyard, CT, 06339

Appraisal Order Date: November 27, 2023

Payment Date: November 27, 2023

This Certificate of Compliance is not an extension of the attached appraisal nor is part of the appraisers work product and should not be relied upon as such. The independent third party appraisal management company ("AMC") providing the above referenced appraisal report ("Report") to the intended user/client ("Client") certifies that the Report was completed in compliance with all applicable appraisal independence requirements as defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act, Fannie Mae, Freddie Mac and the Federal Housing Administration, in strict adherence to its non- influence policy and process:

- The Client named on the appraisal report submitted the appraisal order to the AMC through its proprietary, secured transaction management platform (website or direct integration), or through an approved and compliant 3rd party integration.
- Appraiser selection was performed at the sole discretion of the AMC by utilizing a selection methodology designed, maintained, and supervised by licensed real estate appraisers and is based on the criteria of proximity to the subject property, availability, and historical quality and performance metrics.
- For all transactions: The AMC appraisal procurement process maintains a double-blind environment whereby the Client's loan production staff is unaware of the appraiser's identity until the time of final appraisal report delivery. Likewise, the appraiser is provided with only the Client's company name and address (for inclusion in the appraisal report) and is never provided with the identity or contact information of the loan officer, loan processor or any other loan production personnel.
- The terms and conditions of the engagement contract between the AMC and the appraiser prohibit the appraiser from inappropriate communication with the Client, or attempting to obtain value/loan information from the borrower/property owner.
- No estimate regarding the subject property's value, proposed loan amount, or proposed loan-to-value ratio, was provided or communicated by the AMC to the appraiser [For purchase transactions, the purchase agreement was provided to the appraiser as required by USPAP Standards Rule 1-5(a)].
- The AMC maintains an appraiser independence hotline for reporting of any influence or impropriety at 1 (800)778-4915.
- After undergoing our Quality Control review process using our proprietary pre-underwriting software, the report appears to be in compliance with USPAP, within the ability of the pre-underwriting process to identify such issues. The Quality Control review process is not a USPAP Standard 3 review and, therefore, does not require the reporting requirements of Standard 4.

**FRAUD/TAMPERING PREVENTION:** A certified copy of the original appraisal report provided by the appraiser is available to all authorized successors and/or assignees of the original Client. Contact the AMC to access this information.

Quality Assurance Division  
888.852.5380 • [www.voxturappraisal.com](http://www.voxturappraisal.com)

### SUMMARY OF SALIENT FEATURES

|                             |                         |                                    |
|-----------------------------|-------------------------|------------------------------------|
| SUBJECT INFORMATION         | Subject Address         | 33 Highland Dr                     |
|                             | Legal Description       | VOL531/PG352                       |
|                             | City                    | Ledyard                            |
|                             | County                  | New London                         |
|                             | State                   | CT                                 |
|                             | Zip Code                | 06339                              |
|                             | Census Tract            | 7011.00                            |
|                             | Map Reference           | 35980                              |
| SALES PRICE                 | Sale Price              | \$                                 |
|                             | Date of Sale            |                                    |
| CLIENT                      | Borrower                | Matthew Proctor                    |
|                             | Lender/Client           | Carrington Mortgage Services, LLC. |
| DESCRIPTION OF IMPROVEMENTS | Size (Square Feet)      | 1,464                              |
|                             | Price per Square Foot   | \$                                 |
|                             | Location                | N;Res;                             |
|                             | Age                     | 62                                 |
|                             | Condition               | C3                                 |
|                             | Total Rooms             | 8                                  |
|                             | Bedrooms                | 4                                  |
|                             | Baths                   | 2.0                                |
| APPRAISER                   | Appraiser               | Daniel J. Redner                   |
|                             | Date of Appraised Value | 12/04/2023                         |
| VALUE                       | Final Estimate of Value | \$ 340,000                         |

Uniform Residential Appraisal Report

061-6206277
File # 061-6206277

The purpose of this summary appraisal report is to provide the lender/client with an accurate, and adequately supported, opinion of the market value of the subject property.

SUBJECT

Property Address 33 Highland Dr City Ledyard State CT Zip Code 06339
Borrower Matthew Proctor Owner of Public Record Proctor, Matthew County New London
Legal Description VOL531/PG352
Assessor's Parcel # 86/970/33 Tax Year 2023 R.E. Taxes \$ 5,692
Neighborhood Name Ledyard Map Reference 35980 Census Tract 7011.00
Occupant [X] Owner [ ] Tenant [ ] Vacant Special Assessments \$ 0 [ ] PUD HOA \$ 0 [ ] per year [ ] per month
Property Rights Appraised [X] Fee Simple [ ] Leasehold [ ] Other (describe)
Assignment Type [ ] Purchase Transaction [X] Refinance Transaction [ ] Other (describe)
Lender/Client Carrington Mortgage Services, LLC. Address 1600 Douglass Road, Anaheim, CA 92806
Is the subject property currently offered for sale or has it been offered for sale in the twelve months prior to the effective date of this appraisal? [ ] Yes [X] No
Report data source(s) used, offering price(s), and date(s). CTMLS-12/04/2023

CONTRACT

I [ ] did [ ] did not analyze the contract for sale for the subject purchase transaction. Explain the results of the analysis of the contract for sale or why the analysis was not performed.
Contract Price \$ Date of Contract Is the property seller the owner of public record? [ ] Yes [ ] No Data Source(s)
Is there any financial assistance (loan charges, sale concessions, gift or downpayment assistance, etc.) to be paid by any party on behalf of the borrower? [ ] Yes [ ] No
If Yes, report the total dollar amount and describe the items to be paid.

NEIGHBORHOOD

Note: Race and the racial composition of the neighborhood are not appraisal factors.
Neighborhood Characteristics One-Unit Housing Trends One-Unit Housing Present Land Use %
Location [ ] Urban [X] Suburban [ ] Rural Property Values [ ] Increasing [X] Stable [ ] Declining PRICE AGE One-Unit 60 %
Built-Up [ ] Over 75% [X] 25-75% [ ] Under 25% Demand/Supply [X] Shortage [ ] In Balance [ ] Over Supply \$ (000) (yrs) 2-4 Unit 5 %
Growth [ ] Rapid [X] Stable [ ] Slow Marketing Time [X] Under 3 mths [ ] 3-6 mths [ ] Over 6 mths 22 Low 1 Multi-Family 5 %
Neighborhood Boundaries The subject is bounded to the North by Route 2, to the East by Wyassup Rd, 1,500 High 275 Commercial 5 %
to the South by Gold Star Hwy, to the West by the Thames River. 341 Pred. 65 Other 25 %
Neighborhood Description The subject is located in Ledyard and has a mix of single-unit, multi-unit and commercial use properties, but the area of the subject is primarily single-unit use. The subject has easy access to schools, employment, shopping and recreational activities. The other land used noted above is vacant land.
Market Conditions (including support for the above conclusions) The subject market significantly increased between 2019 and 2021 due to low interest rates and a surge in demand for housing in less populated areas. The market appreciation stabilized in late 2021. Interest rate have recently risen, but there is still limited supply and high demand for competitively priced properties.

SITE

Dimensions 96.71x144.76x94.28x143.14 Area 13504 sf Shape Rectangular View N;Res;
Specific Zoning Classification R20-Residential Zoning Description Minimum 20,000 sq.ft. and 50' frontage
Zoning Compliance [ ] Legal [X] Legal Nonconforming (Grandfathered Use) [ ] No Zoning [ ] Illegal (describe)
Is the highest and best use of subject property as improved (or as proposed per plans and specifications) the present use? [X] Yes [ ] No If No, describe
Utilities Public Other (describe) Public Other (describe) Off-site Improvements - Type Public Private
Electricity [X] [ ] Water [X] [ ] Street Asphalt [X] [ ]
Gas [ ] [X] Oil-typical Sanitary Sewer [X] [ ] Alley None [ ] [ ]
FEMA Special Flood Hazard Area [ ] Yes [X] No FEMA Flood Zone X FEMA Map # 09011C0386G FEMA Map Date 07/18/2011
Are the utilities and off-site improvements typical for the market area? [X] Yes [ ] No If No, describe
Are there any adverse site conditions or external factors (easements, encroachments, environmental conditions, land uses, etc.)? [ ] Yes [X] No If Yes, describe
As of the effective date of this report there are no external impacts or factors affecting the marketability of the subject property.

IMPROVEMENTS

General Description Foundation Exterior Description materials/condition Interior materials/condition
Units [X] One [ ] One with Accessory Unit [ ] Concrete Slab [X] Crawl Space Foundation Walls Concrete/Average Floors Tile/Lam/Average
# of Stories 1 [ ] Full Basement [X] Partial Basement Exterior Walls Vinyl/Average Walls Sheetrock/Average
Type [X] Det. [ ] Att. [ ] S-Det./End Unit Basement Area 576 sq.ft. Roof Surface Asphalt/Average Trim/Finish Wood/Average
[X] Existing [ ] Proposed [ ] Under Const. Basement Finish 95 % Gutters & Downspouts Aluminum/Average Bath Floor Tile/Average
Design (Style) RRanch [X] Outside Entry/Exit [ ] Sump Pump Window Type DoubleHung/Ave Bath Wainscot Fiberglass/Average
Year Built 1961 Evidence of [ ] Infestation Storm Sash/Insulated Aluminum/Average Car Storage [ ] None
Effective Age (Yrs) 20 [ ] Dampness [ ] Settlement Screens Aluminum/Average [X] Driveway # of Cars 4
Attic [ ] None Heating [ ] FWA [X] HWBB [ ] Radiant Amenities [ ] Woodstove(s) # 0 Driveway Surface Asphalt
[ ] Drop Stair [ ] Stairs [ ] Other Fuel Oil [ ] Fireplace(s) # 0 [ ] Fence None [X] Garage # of Cars 2
[ ] Floor [X] Scuttle Cooling [ ] Central Air Conditioning [X] Patio/Deck Deck [ ] Porch None [ ] Carport # of Cars 0
[ ] Finished [ ] Heated [ ] Individual [X] Other None [ ] Pool None [ ] Other None [ ] Att. [ ] Det. [X] Built-in
Appliances [X] Refrigerator [X] Range/Oven [X] Dishwasher [ ] Disposal [ ] Microwave [ ] Washer/Dryer [ ] Other (describe)
Finished area above grade contains: 8 Rooms 4 Bedrooms 2.0 Bath(s) 1,464 Square Feet of Gross Living Area Above Grade
Additional features (special energy efficient items, etc.) None Noted

Describe the condition of the property (including needed repairs, deterioration, renovations, remodeling, etc.). C3;Kitchen-updated-six to ten years ago;Bathrooms-updated-six to ten years ago;The subject is a 1961 Raised Ranch style dwelling in average overall condition. The subject has been maintained and updated over time. One of the bathrooms on the first floor is being remodeled. Tub enclosure and sheetrock are installed.
A cost to cure has been added to the report to account for remaining work to be completed. The cost to cure is \$750.00 for vanity, \$500 for toilet, \$2,500 for flooring and \$1,250 for painting and lighting.
Are there any physical deficiencies or adverse conditions that affect the livability, soundness, or structural integrity of the property? [ ] Yes [X] No If Yes, describe
None noted based upon the interior and exterior inspection of the subject
Does the property generally conform to the neighborhood (functional utility, style, condition, use, construction, etc.)? [X] Yes [ ] No If No, describe
The subject conforms well to the neighborhood.

# Uniform Residential Appraisal Report

061-6206277  
File # 061-6206277

| There are 2 comparable properties currently offered for sale in the subject neighborhood ranging in price from \$ 335,000 to \$ 380,000 |                                     | There are 19 comparable sales in the subject neighborhood within the past twelve months ranging in sale price from \$ 215,000 to \$ 342,500 |   |
|---|-------------------------------------|---|---|
| FEATURE   | SUBJECT                             | COMPARABLE SALE # 1   | COMPARABLE SALE # 2   |
| Address   | 33 Highland Dr<br>Ledyard, CT 06339 | 32 Meeting House Ln<br>Ledyard, CT 06339  | 89 Meeting House Ln<br>Ledyard, CT 06339                                  |
| Proximity to Subject  |                                     | 0.36 miles W  | 0.29 miles NW   |
| Sale Price  | \$                                  | \$ 317,000  | \$ 335,088  |
| Sale Price/Gross Liv. Area  | \$ sq.ft.                           | \$ 264.17 sq.ft.  | \$ 279.24 sq.ft.  |
| Data Source(s)  |                                     | CTMLS#170557407;DOM 3   | CTMLS#170560010;DOM 3   |
| Verification Source(s)  |                                     | Assessor/VOL632/PG860   | Assessor/VOL632/PG844   |
| VALUE ADJUSTMENTS   | DESCRIPTION                         | DESCRIPTION   | +(-) \$ Adjustment  |
| Sales or Financing  |                                     | ArmLth  |   |
| Concessions   |                                     | Conv;0  |   |
| Date of Sale/Time   |                                     | s05/23;c03/23   |   |
| Location  | N;Res;                              | N;Res;  |   |
| Leasehold/Fee Simple  | Fee Simple                          | Fee Simple  |   |
| Site  | 13504 sf                            | 14810 sf  | 0 22216 sf  |
| View  | N;Res;                              | N;Res;  |   |
| Design (Style)  | DT1;RRanch                          | DT1;Ranch   | 0 DT1;Ranch   |
| Quality of Construction   | Q4                                  | Q4  |   |
| Actual Age  | 62                                  | 60  | 0 61  |
| Condition   | C3                                  | C3  | -25,000   |
| Above Grade   | Total Bdrms. Baths                  | Total Bdrms. Baths  | Total Bdrms. Baths  |
| Room Count  | 8 4 2.0                             | 6 3 1.0   | +6,000 5 3 1.0  |
| Gross Living Area   | 1,464 sq.ft.                        | 1,200 sq.ft.  | +9,240 1,200 sq.ft.   |
| Basement & Finished   | 576sf547sfwo                        | 0sf   | +5,000 0sf  |
| Rooms Below Grade   | 1rr0br1.0ba0o                       |   | +11,000 1rr0br0.0ba0o   |
| Functional Utility  | Average                             | Average   | Average   |
| Heating/Cooling   | HWBB/None                           | HWBB/None   | HWBB/None   |
| Energy Efficient Items  | None Noted                          | Leased Solar  | 0 None Noted  |
| Garage/Carport  | 2gbi4dw                             | 1ga4dw  | +7,000 1ga4dw   |
| Porch/Patio/Deck  | Deck                                | Deck  | -2,000 Deck   |
| Fireplace   | None                                | None  | None  |
| Cost To Cure  | Bathroom                            | None  | -5,000 None   |
| Net Adjustment (Total)  |                                     | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 33,240  | <input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 6,240 |
| Adjusted Sale Price of Comparables  |                                     | Net Adj. 10.5 %<br>Gross Adj. 13.6 % \$ 350,240   | Net Adj. 1.9 %<br>Gross Adj. 21.0 % \$ 341,328                            |

SALES COMPARISON APPROACH

I  did  did not research the sale or transfer history of the subject property and comparable sales. If not, explain

My research  did  did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s) CTMLS/Assessor

My research  did  did not reveal any prior sales or transfers of the comparable sales for the year prior to the date of sale of the comparable sale.

Data Source(s) CTMLS/Assessor

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

| ITEM                             | SUBJECT        | COMPARABLE SALE #1 | COMPARABLE SALE #2 |
|----------------------------------|----------------|--------------------|--------------------|
| Date of Prior Sale/Transfer      |                |                    |                    |
| Price of Prior Sale/Transfer     |                |                    |                    |
| Data Source(s)                   | CTMLS/Assessor | CTMLS/Assessor     | CTMLS/Assessor     |
| Effective Date of Data Source(s) | 12/04/2023     | 12/04/2023         | 12/04/2023         |

Analysis of prior sale or transfer history of the subject property and comparable sales The subject has not been listed or sold within the last 3 years. The comparables have not been listed or sold, other than noted above in the last 12 months. The comparables were typical arms-length transactions with no special considerations or financing.

Summary of Sales Comparison Approach The subject is a 1961 Raised Ranch style dwelling in average overall condition. The subject has been maintained and updated over time. The comparables presented differ in gross living area by more than 20% and exceed FNMA time guidelines, but are the strongest indicators of value as of the effective date of the report. Condition adjustments were made based on depreciated cost approach, market research and typical buyer reaction to updated vs. non-updated properties. Comparable two has superior kitchen, bathrooms and flooring. Comparables three, five and six have superior kitchens and bathrooms. Most weight is placed on comparables one, two, four and five, which are most similar in gross living area. The final market driven value of the subject property is \$340,000. Only on listing was provided due to a lack of comparable listings in the subject market. No adverse impact is noted. **Revision request dated 12/06/2023: The bathroom being remodeled does not present any health or safety issues. Bedroom photo lightened and is best photo I have.**

Indicated Value by Sales Comparison Approach \$ 340,000 Cost Approach (if developed) \$ 340,393 Income Approach (if developed) \$

All three approaches to value were considered. The income approach was not developed as the primary motivation for purchasing a single-unit property the subject market is to occupy it upon purchase. The sales comparison approach is the strongest indicator of value as it depicts what a typical buyer is willing to pay for a similar property.

This appraisal is made  "as is",  subject to completion per plans and specifications on the basis of a hypothetical condition that the improvements have been completed,  subject to the following repairs or alterations on the basis of a hypothetical condition that the repairs or alterations have been completed, or  subject to the following required inspection based on the extraordinary assumption that the condition or deficiency does not require alteration or repair:

Based on a complete visual inspection of the interior and exterior areas of the subject property, defined scope of work, statement of assumptions and limiting conditions, and appraiser's certification, my (our) opinion of the market value, as defined, of the real property that is the subject of this report is \$ 340,000 , as of 12/04/2023 , which is the date of inspection and the effective date of this appraisal.

RECONCILIATION

# Uniform Residential Appraisal Report

061-6206277  
File # 061-6206277

See Addendum

ADDITIONAL COMMENTS

### COST APPROACH TO VALUE (not required by Fannie Mae)

Provide adequate information for the lender/client to replicate the below cost figures and calculations.

Support for the opinion of site value (summary of comparable land sales or other methods for estimating site value) Site value was derived using a combination of site sales, extraction and allocation methods.

COST APPROACH

|   |                                      |       |          |
|---|--------------------------------------|-------|----------|
| ESTIMATED <input type="checkbox"/> REPRODUCTION OR <input checked="" type="checkbox"/> REPLACEMENT COST NEW | OPINION OF SITE VALUE                | = \$  | 61,000   |
| Source of cost data Marshall and Swift  | DWELLING 1,464 Sq.Ft. @ \$ 225.00    | = \$  | 329,400  |
| Quality rating from cost service Average Effective date of cost data 06/01/2023                             | Basement 576 Sq.Ft. @ \$ 90.00       | = \$  | 51,840   |
| Comments on Cost Approach (gross living area calculations, depreciation, etc.)                              |                                      | = \$  |          |
| There were no items of external obsolescence. The subject has been maintained and updated over time.        | Garage/Carport 579 Sq.Ft. @ \$ 20.00 | = \$  | 11,580   |
|   | Total Estimate of Cost-New           | = \$  | 392,820  |
|   | Less Physical Functional External    |       |          |
|   | Depreciation 130,927                 | = \$( | 130,927) |
|   | Depreciated Cost of Improvements     | = \$  | 261,893  |
|   | "As-is" Value of Site Improvements   | = \$  | 15,000   |
|   | Deck                                 | = \$  | 2,500    |
| Estimated Remaining Economic Life (HUD and VA only) 40 Years  | INDICATED VALUE BY COST APPROACH     | = \$  | 340,393  |

### INCOME APPROACH TO VALUE (not required by Fannie Mae)

Estimated Monthly Market Rent \$ X Gross Rent Multiplier = \$ Indicated Value by Income Approach  
Summary of Income Approach (including support for market rent and GRM)

INCOME

### PROJECT INFORMATION FOR PUDs (if applicable)

Is the developer/builder in control of the Homeowners' Association (HOA)?  Yes  No Unit type(s)  Detached  Attached

Provide the following information for PUDs ONLY if the developer/builder is in control of the HOA and the subject property is an attached dwelling unit.

Legal Name of Project

Total number of phases Total number of units Total number of units sold

Total number of units rented Total number of units for sale Data source(s)

Was the project created by the conversion of existing building(s) into a PUD?  Yes  No If Yes, date of conversion.

Does the project contain any multi-dwelling units?  Yes  No Data Source

Are the units, common elements, and recreation facilities complete?  Yes  No If No, describe the status of completion.

Are the common elements leased to or by the Homeowners' Association?  Yes  No If Yes, describe the rental terms and options.

Describe common elements and recreational facilities.

PUD INFORMATION

## Uniform Residential Appraisal Report

061-6206277  
File # 061-6206277

This report form is designed to report an appraisal of a one-unit property or a one-unit property with an accessory unit; including a unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a condominium or cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

**SCOPE OF WORK:** The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

**INTENDED USE:** The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

**INTENDED USER:** The intended user of this appraisal report is the lender/client.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

**STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS:** The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing the appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

## Uniform Residential Appraisal Report

061-6206277  
File # 061-6206277

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
11. I have knowledge and experience in appraising this type of property in this market area.
12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.



# Uniform Residential Appraisal Report

061-6206277  
File # 061-6206277

21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.

23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.

24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

**SUPERVISORY APPRAISER'S CERTIFICATION:** The Supervisory Appraiser certifies and agrees that:

1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

[esign.alamode.com/verify](https://esign.alamode.com/verify) Serial:E0AFD071

**APPRAISER**

Signature   
 Name Daniel J. Redner  
 Company Name Redner Appraisal Services  
 Company Address 51 White Plains Road  
Norwich, CT 06360  
 Telephone Number 860-319-1489  
 Email Address redner38@yahoo.com  
 Date of Signature and Report 12/06/2023  
 Effective Date of Appraisal 12/04/2023  
 State Certification # RCR.0001884  
 or State License # \_\_\_\_\_  
 or Other (describe) \_\_\_\_\_ State # \_\_\_\_\_  
 State CT  
 Expiration Date of Certification or License 04/30/2024

**SUPERVISORY APPRAISER (ONLY IF REQUIRED)**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_  
 Telephone Number \_\_\_\_\_  
 Email Address \_\_\_\_\_  
 Date of Signature \_\_\_\_\_  
 State Certification # \_\_\_\_\_  
 or State License # \_\_\_\_\_  
 State \_\_\_\_\_  
 Expiration Date of Certification or License \_\_\_\_\_

**ADDRESS OF PROPERTY APPRAISED**

33 Highland Dr  
Ledyard, CT 06339  
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 340,000

**LENDER/CLIENT**

Name Voxtur Appraisal Services LLC  
 Company Name Carrington Mortgage Services, LLC.  
 Company Address 1600 Douglass Road, Anaheim, CA 92806  
 Email Address \_\_\_\_\_

**SUBJECT PROPERTY**

- Did not inspect subject property
- Did inspect exterior of subject property from street  
Date of Inspection \_\_\_\_\_
- Did inspect interior and exterior of subject property  
Date of Inspection \_\_\_\_\_

**COMPARABLE SALES**

- Did not inspect exterior of comparable sales from street
- Did inspect exterior of comparable sales from street  
Date of Inspection \_\_\_\_\_

# Uniform Residential Appraisal Report

061-6206277  
File # 061-6206277

| FEATURE                               | SUBJECT                             | COMPARABLE SALE # 4  |                    |  | COMPARABLE SALE # 5  |                    |  | COMPARABLE SALE # 6  |                    |  |
|---------------------------------------|-------------------------------------|--|--------------------|--|--|--------------------|--|--|--------------------|--|
| Address                               | 33 Highland Dr<br>Ledyard, CT 06339 | 44 Blacksmith Dr<br>Ledyard, CT 06339                            |                    |  | 152 Meeting House Ln<br>Ledyard, CT 06339                        |                    |  | 24 Country Club Dr<br>Ledyard, CT 06339                          |                    |  |
| Proximity to Subject                  |                                     | 0.29 miles NW  |                    |  | 0.43 miles E   |                    |  | 0.29 miles NE  |                    |  |
| Sale Price                            | \$                                  | \$ 342,500   |                    |  | \$ 315,000   |                    |  | \$ 335,000   |                    |  |
| Sale Price/Gross Liv. Area            | \$ sq.ft.                           | \$ 187.77 sq.ft.   |                    |  | \$ 257.35 sq.ft.   |                    |  | \$ 325.88 sq.ft.   |                    |  |
| Data Source(s)                        |                                     | CTMLS#170593317;DOM 4  |                    |  | CTMLS#170568013;DOM 1  |                    |  | CTMLS#170608238;DOM 2  |                    |  |
| Verification Source(s)                |                                     | Assessor/VOL638/PG99   |                    |  | Assessor/VOL634/PG24   |                    |  | Assessor   |                    |  |
| VALUE ADJUSTMENTS                     | DESCRIPTION                         | DESCRIPTION  | +(-) \$ Adjustment |  | DESCRIPTION  | +(-) \$ Adjustment |  | DESCRIPTION  | +(-) \$ Adjustment |  |
| Sales or Financing Concessions        |                                     | ArmLth Conv;0  |                    |  | ArmLth Conv;0  |                    |  | Listing Conv;0   |                    |  |
| Date of Sale/Time                     |                                     | s10/23;c08/23  |                    |  | s06/23;c04/23  |                    |  | Active   | 0                  |  |
| Location                              | N;Res;                              | N;Res;   |                    |  | N;Res;   |                    |  | N;Res;   |                    |  |
| Leasehold/Fee Simple                  | Fee Simple                          | Fee Simple   |                    |  | Fee Simple   |                    |  | Fee Simple   |                    |  |
| Site                                  | 13504 sf                            | 12632 sf   | 0                  |  | 18731 sf   | 0                  |  | 16117 sf   | 0                  |  |
| View                                  | N;Res;                              | N;Res;   |                    |  | N;Res;   |                    |  | N;Res;   |                    |  |
| Design (Style)                        | DT1;RRanch                          | DT2;Colonial   | 0                  |  | DT1;Ranch  | 0                  |  | DT1;RRanch   |                    |  |
| Quality of Construction               | Q4                                  | Q4   |                    |  | Q4   |                    |  | Q4   |                    |  |
| Actual Age                            | 62                                  | 59   | 0                  |  | 56   | 0                  |  | 57   | 0                  |  |
| Condition                             | C3                                  | C3   |                    |  | C3   | -20,000            |  | C3   | -20,000            |  |
| Above Grade                           | Total Bdrms. Baths                  | Total Bdrms. Baths   |                    |  | Total Bdrms. Baths   |                    |  | Total Bdrms. Baths   |                    |  |
| Room Count                            | 8 4 2.0                             | 8 4 2.0  |                    |  | 7 3 1.0  | +6,000             |  | 6 3 2.1  | -3,000             |  |
| Gross Living Area                     | 1,464 sq.ft.                        | 1,824 sq.ft.   | -12,600            |  | 1,224 sq.ft.   | +8,400             |  | 1,028 sq.ft.   | +15,260            |  |
| Basement & Finished Rooms Below Grade | 576sf547sfwo<br>1rr0br1.0ba0o       | 480sf480sfwo<br>1rr1br0.0ba0o                                    | 0                  |  | 0sf<br>1rr0br0.0ba0o   | +5,000<br>+11,000  |  | 960sf960sfwo<br>1rr0br0.0ba0o                                    | 0<br>+6,000        |  |
| Functional Utility                    | Average                             | Average  |                    |  | Average  |                    |  | Average  |                    |  |
| Heating/Cooling                       | HWBB/None                           | HWBB/None  |                    |  | HWBB/None  |                    |  | HWBB/None  |                    |  |
| Energy Efficient Items                | None Noted                          | None Noted   |                    |  | None Noted   |                    |  | None Noted   |                    |  |
| Garage/Carport                        | 2gbi4dw                             | None   | +14,000            |  | 1ga4dw   | +7,000             |  | None   | +14,000            |  |
| Porch/Patio/Deck                      | Deck                                | Deck   |                    |  | Porch  | 0                  |  | 2 Deck/Porch   | -4,000             |  |
| Fireplace                             | None                                | None   |                    |  | None   |                    |  | None   |                    |  |
| Cost To Cure                          | Bathroom                            | None   | -5,000             |  | None   | -5,000             |  | None   | -5,000             |  |
| Net Adjustment (Total)                |                                     | <input checked="" type="checkbox"/> + <input type="checkbox"/> - | \$ 2,400           |  | <input checked="" type="checkbox"/> + <input type="checkbox"/> - | \$ 12,400          |  | <input checked="" type="checkbox"/> + <input type="checkbox"/> - | \$ 3,260           |  |
| Adjusted Sale Price of Comparables    |                                     | Net Adj. 0.7%  | \$ 344,900         |  | Net Adj. 3.9%  | \$ 327,400         |  | Net Adj. 1.0%  | \$ 338,260         |  |
|                                       |                                     | Gross Adj. 11.0%   |                    |  | Gross Adj. 19.8%   |                    |  | Gross Adj. 20.1%   |                    |  |

SALES COMPARISON APPROACH

Report the results of the research and analysis of the prior sale or transfer history of the subject property and comparable sales (report additional prior sales on page 3).

| ITEM                             | SUBJECT        | COMPARABLE SALE # 4 | COMPARABLE SALE # 5 | COMPARABLE SALE # 6 |
|----------------------------------|----------------|---------------------|---------------------|---------------------|
| Date of Prior Sale/Transfer      |                |                     |                     |                     |
| Price of Prior Sale/Transfer     |                |                     |                     |                     |
| Data Source(s)                   | CTMLS/Assessor | CTMLS/Assessor      | CTMLS/Assessor      | CTMLS/Assessor      |
| Effective Date of Data Source(s) | 12/04/2023     | 12/04/2023          | 12/04/2023          | 12/04/2023          |

SALE HISTORY

Analysis of prior sale or transfer history of the subject property and comparable sales The subject has not been listed or sold within the last 3 years. The comparables have not been listed or sold, other than noted above in the last 12 months. The comparables were typical arms-length transactions with no special considerations or financing. The UAD form requires date of sale and price of prior sale be left blank if not sold in the last 12 months.

Analysis/Comments

ANALYSIS / COMMENTS

# USPAP Compliance Addendum

Loan # 061-6206277

File # 061-6206277

|                  |                                    |          |            |
|------------------|------------------------------------|----------|------------|
| Borrower         | Matthew Proctor                    |          |            |
| Property Address | 33 Highland Dr                     |          |            |
| City             | Ledyard                            | County   | New London |
|                  |                                    | State    | CT         |
|                  |                                    | Zip Code | 06339      |
| Lender/Client    | Carrington Mortgage Services, LLC. |          |            |

### APPRAISAL AND REPORT IDENTIFICATION

This Appraisal Report is one of the following types:

- Appraisal Report      This report was prepared in accordance with the requirements of the Appraisal Report option of USPAP Standards Rule 2-2(a).
- Restricted Appraisal Report      This report was prepared in accordance with the requirements of the Restricted Appraisal Report option of USPAP Standards Rule 2-2(b), and is intended only for the use of the client and any other named intended user(s). Users of this report must clearly understand that the report may not contain supporting rationale for all of the opinions and conclusions set forth in the report.

### ADDITIONAL CERTIFICATIONS

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- This appraisal report was prepared in accordance with the requirements of Title XI of FIRREA and any implementing regulations.

### PRIOR SERVICES

- I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

### PROPERTY INSPECTION

- I have NOT made a personal inspection of the property that is the subject of this report.
- I HAVE made a personal inspection of the property that is the subject of this report.

### APPRAISAL ASSISTANCE

Unless otherwise noted, no one provided significant real property appraisal assistance to the person signing this certification. If anyone did provide significant assistance, they are hereby identified along with a summary of the extent of the assistance provided in the report.

### ADDITIONAL COMMENTS

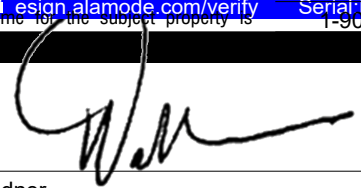
Additional USPAP related issues requiring disclosure and/or any state mandated requirements:

### MARKETING TIME AND EXPOSURE TIME FOR THE SUBJECT PROPERTY

- A reasonable marketing time for the subject property is 1-00 day(s) utilizing market conditions pertinent to the appraisal assignment.
- A reasonable exposure time for the subject property is 1-30 day(s).

### APPRAISER

### SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature   
Name Daniel J. Redner  
Date of Signature 12/06/2023  
State Certification # RCR.0001884  
or State License # \_\_\_\_\_  
State CT  
Expiration Date of Certification or License 04/30/2024  
Effective Date of Appraisal 12/04/2023

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Date of Signature \_\_\_\_\_  
State Certification # \_\_\_\_\_  
or State License # \_\_\_\_\_  
State \_\_\_\_\_  
Expiration Date of Certification or License \_\_\_\_\_  
Supervisory Appraiser Inspection of Subject Property  
 Did Not     Exterior-only from Street     Interior and Exterior

# Market Conditions Addendum to the Appraisal Report

The purpose of this addendum is to provide the lender/client with a clear and accurate understanding of the market trends and conditions prevalent in the subject neighborhood. This is a required addendum for all appraisal reports with an effective date on or after April 1, 2009.

Property Address 33 Highland Dr City Ledyard State CT ZIP Code 06339

Borrower Matthew Proctor

**Instructions:** The appraiser must use the information required on this form as the basis for his/her conclusions, and must provide support for those conclusions, regarding housing trends and overall market conditions as reported in the Neighborhood section of the appraisal report form. The appraiser must fill in all the information to the extent it is available and reliable and must provide analysis as indicated below. If any required data is unavailable or is considered unreliable, the appraiser must provide an explanation. It is recognized that not all data sources will be able to provide data for the shaded areas below; if it is available, however, the appraiser must include the data in the analysis. If data sources provide the required information as an average instead of the median, the appraiser should report the available figure and identify it as an average. Sales and listings must be properties that compete with the subject property, determined by applying the criteria that would be used by a prospective buyer of the subject property. The appraiser must explain any anomalies in the data, such as seasonal markets, new construction, foreclosures, etc.

| Inventory Analysis  | Prior 7-12 Months   | Prior 4-6 Months | Current - 3 Months | Overall Trend                                  |  |                                     |
|---|---|------------------|--------------------|--|--|-------------------------------------|
| Total # of Comparable Sales (Settled)                                 | 6   | 7                | 6                  | <input checked="" type="checkbox"/> Increasing | <input type="checkbox"/> Stable            | <input type="checkbox"/> Declining  |
| Absorption Rate (Total Sales/Months)                                  | 1.00  | 2.33             | 2.00               | <input checked="" type="checkbox"/> Increasing | <input type="checkbox"/> Stable            | <input type="checkbox"/> Declining  |
| Total # of Comparable Active Listings                                 | 0   | 2                | 2                  | <input type="checkbox"/> Declining             | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Increasing |
| Months of Housing Supply (Total Listings/Ab.Rate)                     | 0   | 0.9              | 1.0                | <input type="checkbox"/> Declining             | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Increasing |
| Median Sale & List Price, DOM, Sale/List %                            | Prior 7-12 Months   | Prior 4-6 Months | Current - 3 Months | Overall Trend                                  |  |                                     |
| Median Comparable Sale Price  | 314,000   | 315,000          | 317,450            | <input type="checkbox"/> Increasing            | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Declining  |
| Median Comparable Sales Days on Market                                | 7   | 8                | 10                 | <input type="checkbox"/> Declining             | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Increasing |
| Median Comparable List Price  | 0   | 232,900          | 279,900            | <input type="checkbox"/> Increasing            | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Declining  |
| Median Comparable Listings Days on Market                             | 0   | 64               | 23                 | <input type="checkbox"/> Declining             | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Increasing |
| Median Sale Price as % of List Price                                  | 104.38  | 108.25           | 103.4              | <input type="checkbox"/> Increasing            | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Declining  |
| Seller-(developer, builder, etc.)paid financial assistance prevalent? | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                  |                    | <input type="checkbox"/> Declining             | <input checked="" type="checkbox"/> Stable | <input type="checkbox"/> Increasing |

Explain in detail the seller concessions trends for the past 12 months (e.g., seller contributions increased from 3% to 5%, increasing use of buydowns, closing costs, condo fees, options, etc.). Seller concessions are not uncommon in the market, but are not prevalent. Sales are typically adjusted for any concessions as they occur.

Are foreclosure sales (REO sales) a factor in the market?  Yes  No If yes, explain (including the trends in listings and sales of foreclosed properties).

There are REO sales in the market, but the number of arms-length transactions outweighs the REO sales. The number of REO sales must increase substantially before they would impact the market in a significant way.

Cite data sources for above information. CT-MLS/Local Realtors

Summarize the above information as support for your conclusions in the Neighborhood section of the appraisal report form. If you used any additional information, such as an analysis of pending sales and/or expired and withdrawn listings, to formulate your conclusions, provide both an explanation and support for your conclusions.

The initial search criteria was single family dwellings. The market has been relatively stable over the last 12 months, after significant appreciation during 2019 and 2021.

If the subject is a unit in a condominium or cooperative project, complete the following:

Project Name:

| Subject Project Data                           | Prior 7-12 Months | Prior 4-6 Months | Current - 3 Months | Overall Trend                       |                                 |                                     |
|--|-------------------|------------------|--------------------|-------------------------------------|---------------------------------|-------------------------------------|
| Total # of Comparable Sales (Settled)          |                   |                  |                    | <input type="checkbox"/> Increasing | <input type="checkbox"/> Stable | <input type="checkbox"/> Declining  |
| Absorption Rate (Total Sales/Months)           |                   |                  |                    | <input type="checkbox"/> Increasing | <input type="checkbox"/> Stable | <input type="checkbox"/> Declining  |
| Total # of Active Comparable Listings          |                   |                  |                    | <input type="checkbox"/> Declining  | <input type="checkbox"/> Stable | <input type="checkbox"/> Increasing |
| Months of Unit Supply (Total Listings/Ab.Rate) |                   |                  |                    | <input type="checkbox"/> Declining  | <input type="checkbox"/> Stable | <input type="checkbox"/> Increasing |

Are foreclosure sales (REO sales) a factor in the project?  Yes  No If yes, indicate the number of REO listings and explain the trends in listings and sales of foreclosed properties.

Summarize the above trends and address the impact on the subject unit and project.

[esign.alamode.com/verify](https://esign.alamode.com/verify) Serial:E0AFD071

Signature  
 Appraiser Name Daniel J. Redner  
 Company Name Redner Appraisal Services  
 Company Address 51 White Plains Road, Norwich, CT 06360  
 State License/Certification # RCR.0001884 State CT  
 Email Address redner38@yahoo.com

Signature  
 Supervisory Appraiser Name  
 Company Name  
 Company Address  
 State License/Certification # State  
 Email Address

**Supplemental Addendum**

File No. 061-6206277

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |

**Report Format:**

This report constitutes a "Appraisal Report".

**Intended User:**

The intended user of the report is the lender/client and HUD/FHA. No additional intended users are identified by the appraiser. This report contains sufficient information to enable the lender/client to understand the report. Any other party receiving a copy of this report for any reason is not an intended user; nor does receiving a copy of this report result in an appraiser-client relationship. Use of this report by any other party(ies) is not intended by the appraiser.

**Intended Use:**

To evaluate the property that is the subject of this appraisal solely to assist FHA in assessing the risk of the Property securing the FHA-insured Mortgage, subject to the scope of work, purpose of the appraisal, and reporting requirements of the appraisal form and the definition of market value.

**ANSI Standards:**

The subject report and measurements of the property conform to ANSI standards as required by Fannie Mae, if an interior inspection is completed. If an exterior inspection is completed, town records are utilized. Comparable data is based on town records.

**Personal Property:**

No items of personal property were included in the final value estimate of the subject property.

**Expansion of Scope of Work:**

At the request of the client, this appraisal report has been prepared in compliance with the Uniform Appraisal Dataset (UAD) from Fannie Mae and Freddie Mac. The UAD requires the appraiser to use standardized responses that include specific formats, definitions, abbreviations, and acronyms.

The Appraiser attempted to obtain an adequate amount of information in the normal course of business regarding the subject and comparable properties. Some of the standardized responses required by the UAD, especially those in which the appraiser has not had the opportunity to verify personally or measure, could mistakenly imply greater precision and reliability in the data than is factually correct or typical in the normal course of business. Examples include condition and quality ratings, as well as comparable sales and listing data. Not every element of the subject property was viewable, and comparable property data was generally obtained from third-party sources. Consequently, this information should be considered an "estimate" unless otherwise noted by the appraiser.

**Basement Data for Comparables:**

Not all towns report the finished basement square footage. Basement square footage and below grade room counts are based on town records, CTMLS or appraiser estimations.

**UAD Condition and Quality ratings:**

On rare occasions after utilizing a comparable sale in a previous report, new information about the property or circumstances of the sale come to light. When comparable data changes from a previous report, detailed information as to why is presented within the report

**Appraisal Vs. Home Inspection:**

Appraisers are not home inspectors. In Connecticut home inspectors have special certifications. Appraisers typically address and point out deferred maintenance and note it in the report. This report should not be relied on as a home inspection or utilized as a replacement for a home inspection. A home inspection by a certified home inspector is highly recommended.

**SITE:****Highest & Best Use:**

The highest and best use of the subject site "as vacant" and "as improved" are that of the subject's present use as a single unit residential dwelling. The current improvements are legally permitted by the town's zoning regulations. The improvements are physically possible because they fit within the property boundaries, and the site size conforms to other sites in the neighborhood. The present use is financially feasible and maximally productive because it provides more value as it stands than any other use of the site for the foreseeable future, and the physical characteristics of the dwelling meet current market expectations.

**Legal Non-Conforming:**

The improvements on the property do not conform to current zoning regulations. The subject is located in a R20 zone. The requirements of this zone are:20,000 It does not meet either guideline, but is an allowed use by a grandfather clause. In the event of loss by fire or other natural causes, the current improvements could be rebuilt without obtaining a zoning variance per the town zoning department. Legal Non-Conforming properties are common to the market and no adv



**Supplemental Addendum**

File No. 061-6206277

|                  |                                    |        |            |       |    |          |       |
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Comparables one, three, four, five and six are also legal non-conforming.

**Hazardous Substances:**

The value estimated in this report is based on the assumption that the property is not negatively affected by hazardous substances or detrimental environmental conditions. Appraisers are not experts in the identification of hazardous substances or detrimental environmental conditions. The routine inspection and inquiries about the subject property did not develop information indicating any apparent hazardous substances or detrimental environmental conditions which would negatively affect the property.

**CONDITION OF IMPROVEMENTS:**

The subject property is in average overall condition and is not in need of any immediate repairs as of the date of inspection. The dwelling has been maintained, repaired, and updated in a typical manner throughout its physical life. For on-street inspections it is assumed that the exterior and interior are similar in overall condition.

**Fuel Oil Storage:**

The fuel oil storage tank for the subject property is located in the exterior of the dwelling. At the time of the inspection there was no signs of seepage. The fuel tank is of typical size found in residential properties. No adverse impact is noted.

**Lead Paint:**

Due to the subjects age it highly likely contains lead paint. No final determination of its presence was made. If the client requires more information, a specialized contractor will need to assess the potential of this condition. An extraordinary assumption is made that no adverse conditions are present due to lead paint. If adverse conditions are discovered by the contractor, a future value adjustment to this report may be necessary.

**Utilities:**

The utilities were on and in service on the day of the inspection.

**COST APPROACH:****Land Value:**

The subject land value was derived through a compilation and correlation of data from the subject community and or market area. This data includes various information obtained from comparable closed sales, current listings, extraction from new construction sales and through the allocation method. The final land value also takes into account the "economies of scale", which means that in most cases smaller lot sizes will sell for more per acre, while larger properties will sell for less per acre. The Concept of utility also plays a role in determining land value. Each of these factors are taken into account when determining the final value of the subject lot. No sub-division value is taken into account when determining the final lot value. There were three land sales in the subject market in the last 24 Months.

**SALES COMPARISON APPROACH:****Sales over 6 months:**

The lack of recent comparable sales in the subject neighborhood make it necessary to use sales that sold over six months ago. These comparable sales were the strongest indicators of the subject's market value available at the time of this appraisal and were therefore used.

**Differing Styles:**

The lack of comparable Raised Ranch sales in the subject neighborhood make it necessary to use comparables of a slightly different style. These comparable sales were the strongest indicators of the subject's market value available as of the effective date of this report and were therefore used.

**No Site Adjustments:**

Despite a difference in the overall lot sizes between the subject and comparables, there is no market data available which indicates a difference in value, therefore no adjustment is deemed warranted.

**Condition Adjustments:**

Condition adjustments were required to account for the differences in the level of updating that has taken place between the subject and comparables. This adjustment is based on the level of updating. When analyzing condition, it is very rare to find the same exact condition on each physical characteristic. When the overall condition of the subject vs. the comparable is offsetting or equal no condition adjustment is made. Offsetting or equal conditions are not always described in detail unless strikingly different.

**UAD Quality and Condition Ratings vs. condition or quality adjustments:**

The UAD definitions regarding quality and condition are well defined as presented in this report in the addendum stating UAD definitions. It is possible to make quality or condition adjustments within the same quality or condition rating. These adjustments are based on the level

**Supplemental Addendum**

File No. 061-6206277

|                  |                                    |        |            |       |    |          |       |
|------------------|------------------------------------|--------|------------|-------|----|----------|-------|
| Borrower         | Matthew Proctor                    |        |            |       |    |          |       |
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of updating, how well the property has been maintained. Condition adjustments are made based on the extraction method, cost approach and typical buyer reaction to updated vs. non-updated properties.

**No Age Adjustments:**

Due to the range of ages for the comparable properties in the market and their level of updating, condition adjustments were deemed more appropriate than age adjustments. For this reason, no age adjustments were made

**FIRREA Certification:**

The appraiser certifies and agrees that this appraisal report was prepared in accordance with the requirements of Title XI of the Financial Institutions, Reform, Recovery, and Enforcement Act (FIRREA) of 1989, as amended (12 U.S.C. 3331 et seq.), and any applicable implementing regulations in effect at the time the appraiser signs the appraisal certification.

**Please Note:**

A USPAP compliance addendum is contained in this report. There are some software systems that may strip out this additional certification. The USPAP addendum addresses prior service, whether or not significant assistance was provided, as well as reasonable marketing and exposure time. If the USPAP addendum is not present the lender/client does not have the entire report and should contact the Appraisal Management Company or the Appraiser.

**Appraiser Competency:**

I have appraised in the Town of Ledyard for the last 10 years and have the competency and data sources needed to perform a professional appraisal.

**Appraiser Independence:**

I certify, as the appraiser, that I have completed all aspects of this valuation, including reconciling my opinion of value, free of influence from the client, client's representatives, borrower or any other party to the transaction. No employee, director, officer or agent of the seller, or any third party acting as a joint venture partner, independent contractor, appraisal company, appraisal management company or partner on behalf of the seller, shall influence the development, report or review of an appraisal through coercion, extortion, collusion, compensation, inducement, intimidation, bribery, or in any manner.

**FHA Inspection:**

The subject dwelling meets the HUD minimum property standards for existing dwellings as outlined in the HUD handbook 4000.1 and all applicable mortgagee letters. The subject is connected to public water and sewer. The attic was inspected via head and shoulders inspection and no issues found. The utilities, mechanical systems and appliances were on and in service as of the effective date of the report. The subject has smoke and carbon Detectors. Per State and local municipalities no water heater straps are required.

**Predominant Value:**

The final value of the subject falls below the predominate value for the neighborhood. The subject is not an under-improvement, and there is no adverse impact to the subject's marketability.

## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Condition Ratings and Definitions

#### C1

The improvements have been recently constructed and have not been previously occupied. The entire structure and all components are new and the dwelling features no physical depreciation.

Note: Newly constructed improvements that feature recycled or previously used materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100 percent new foundation and the recycled materials and the recycled components have been rehabilitated/remanufactured into like-new condition. Improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (that is, newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

#### C2

The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category are either almost new or have been recently completely renovated and are similar in condition to new construction.

Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

#### C3

The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

#### C4

The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

#### C5

The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

#### C6

The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

### Quality Ratings and Definitions

#### Q1

Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.

#### Q2

Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residence constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.



## UNIFORM APPRAISAL DATASET (UAD) DEFINITIONS ADDENDUM

(Source: Fannie Mae UAD Appendix D: UAD Field-Specific Standardization Requirements)

### Quality Ratings and Definitions (continued)

#### Q3

Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.

#### Q4

Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.

#### Q5

Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.

#### Q6

Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure

### Definitions of Not Updated, Updated, and Remodeled

#### Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical/functional deterioration.

#### Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

#### Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of) square footage). This would include a complete gutting and rebuild.

### Explanation of Bathroom Count

Three-quarter baths are counted as a full bath in all cases. Quarter baths (baths that feature only a toilet) are not included in the bathroom count. The number of full and half baths is reported by separating the two values using a period, where the full bath count is represented to the left of the period and the half bath count is represented to the right of the period.

#### Example:

3.2 indicates three full baths and two half baths.





### Subject Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
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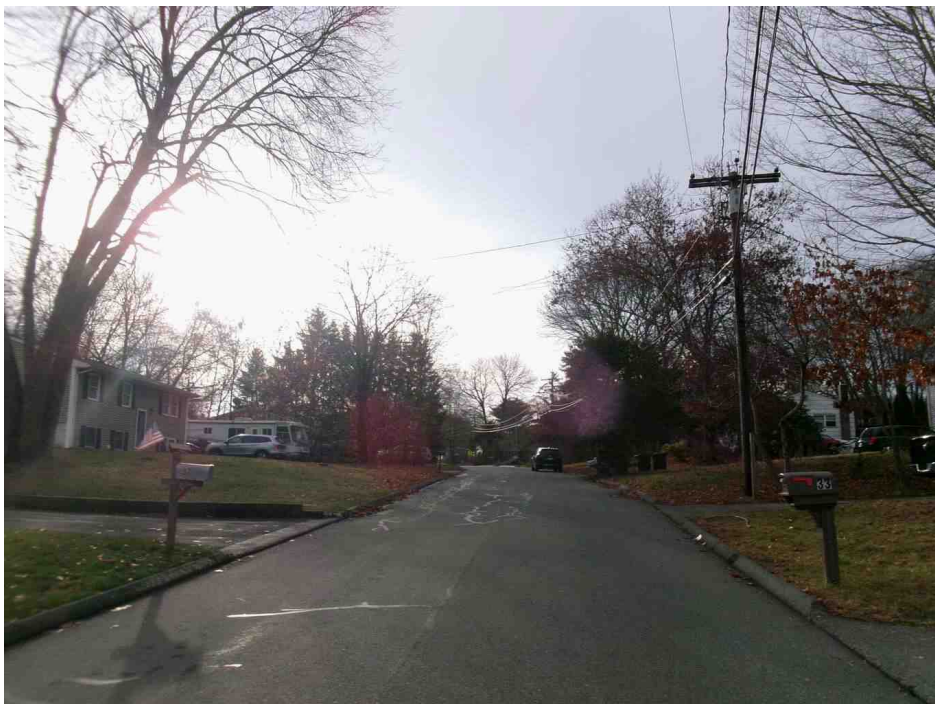


#### Subject Front

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Subject Rear



#### Subject Street



### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
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#### Subject Side

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Subject Side



#### Subject Street

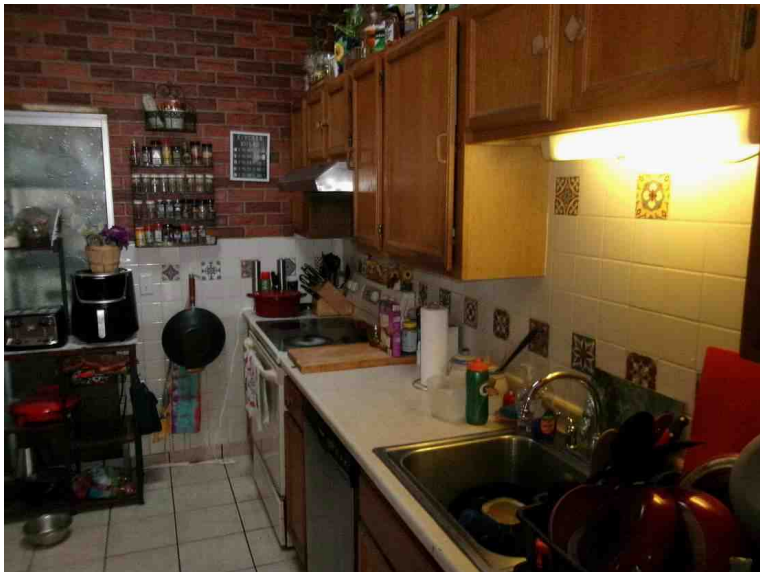
### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
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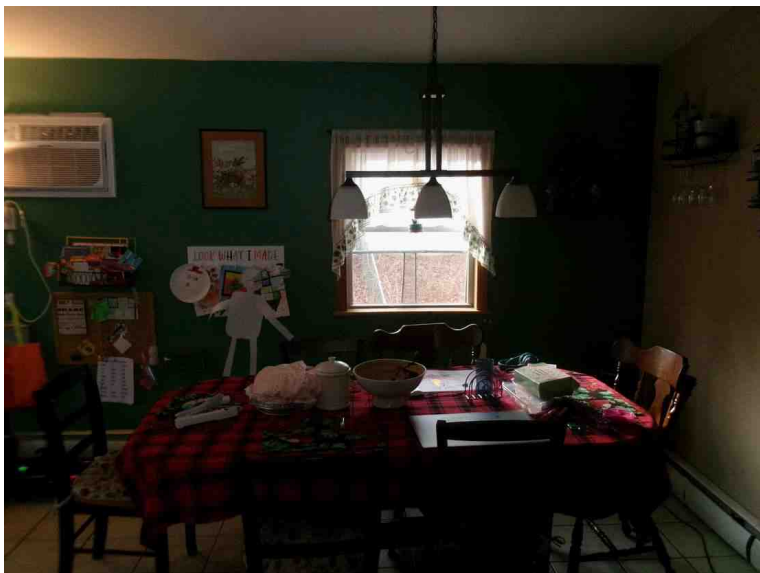


#### Subject Kitchen

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



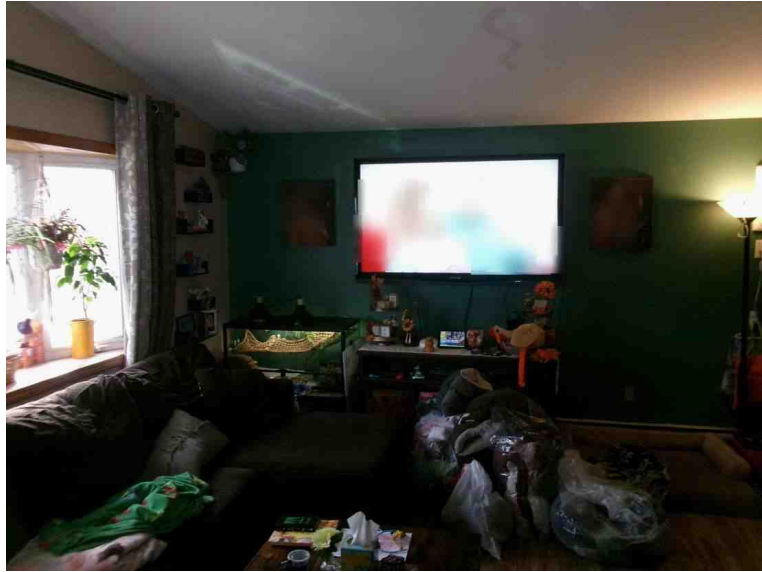
#### Subject Kitchen



#### Subject Dining

### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
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#### Living Room

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Family Room



#### Subject Bathroom-1



### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
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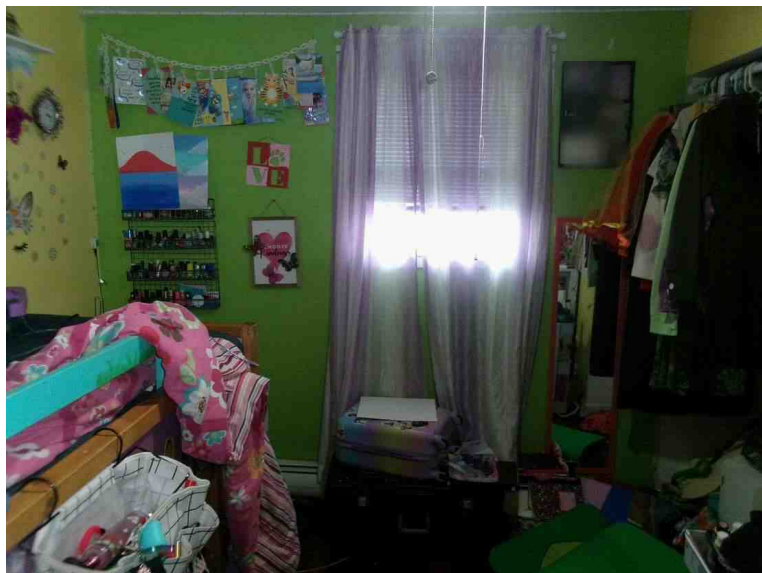


#### Subject Bathroom-1

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Bedroom-1



#### Subject Bedroom-2



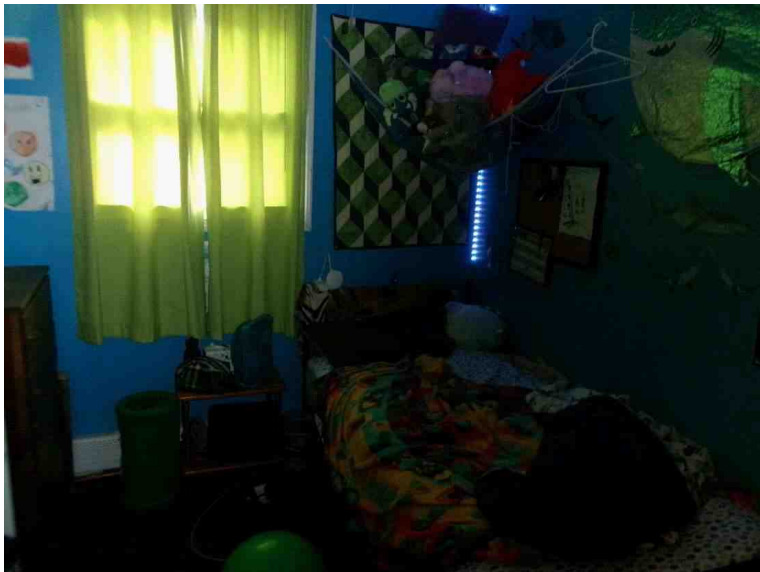
### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
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| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |



#### Subject Bedroom-3

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Subject Bedroom-4



#### Bathroom-2

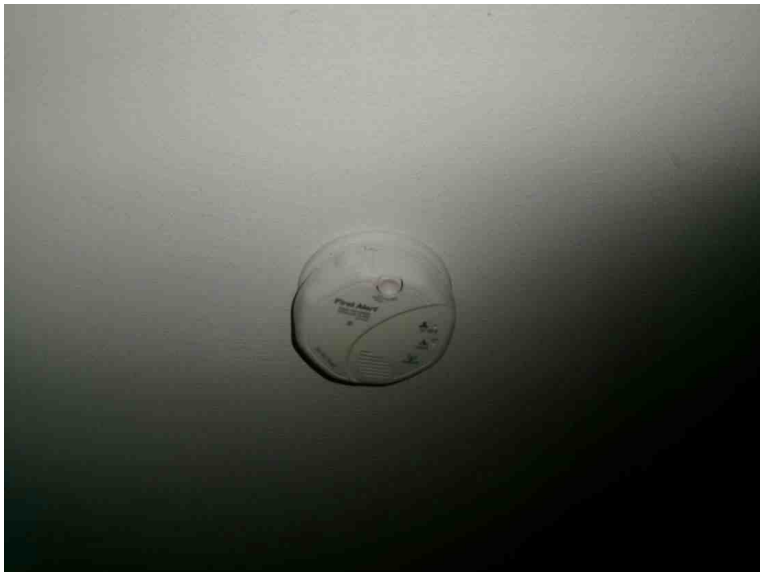
### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |

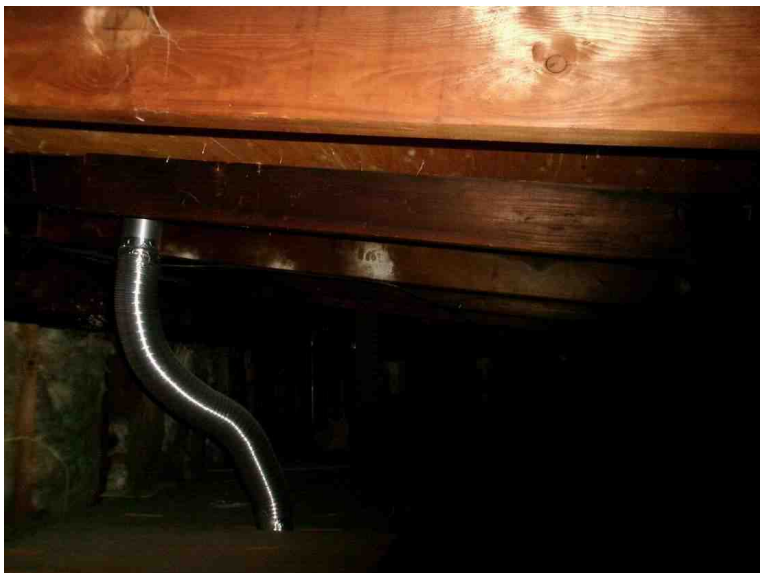


#### Bathroom-2

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Smoke/Carbon Detector



#### Attic

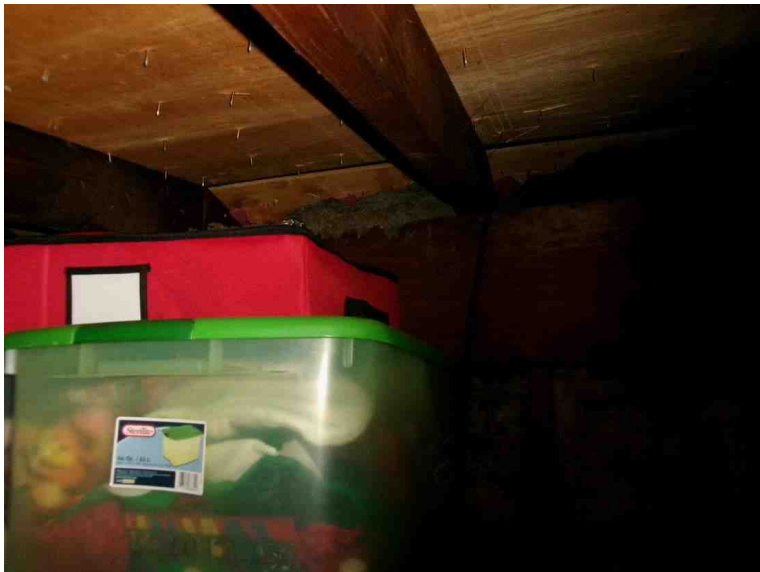
### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |



#### Attic

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Subject Attic



#### Subject Garage

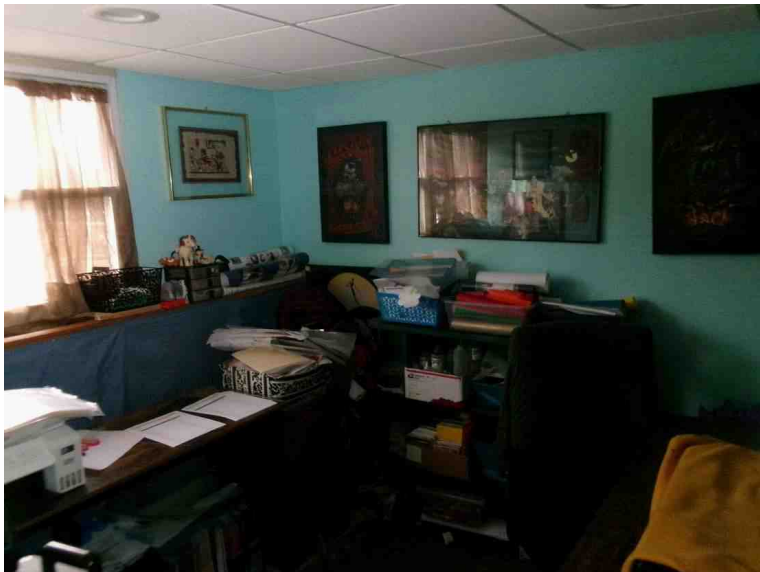
### Subject Interior Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |



#### Subject LL Family Room

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Subject LL Family Room

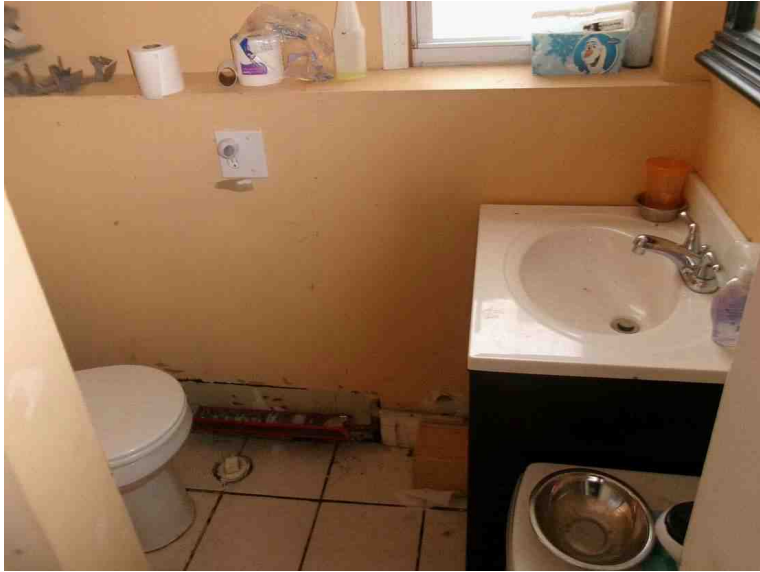


#### Subject LL Bath-1



### Subject Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |



#### Subject LL Bath-1

33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62



#### Subject Laundry

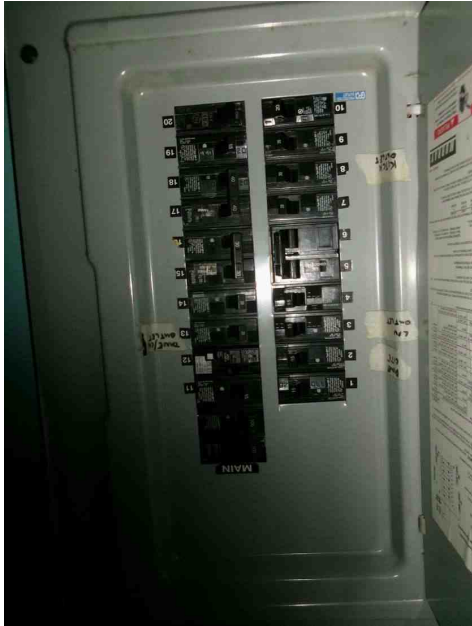


#### Subject Furnace

### Subject Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |

#### Subject Electric Panel



33 Highland Dr  
 Sales Price  
 Gross Living Area 1,464  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 13504 sf  
 Quality Q4  
 Age 62

#### Oil Tank



#### Crawlspace





### Comparable Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |



#### Comparable 1

32 Meeting House Ln  
 Prox. to Subject 0.36 miles W  
 Sale Price 317,000  
 Gross Living Area 1,200  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 1.0  
 Location N;Res;  
 View N;Res;  
 Site 14810 sf  
 Quality Q4  
 Age 60



#### Comparable 2

89 Meeting House Ln  
 Prox. to Subject 0.29 miles NW  
 Sale Price 335,088  
 Gross Living Area 1,200  
 Total Rooms 5  
 Total Bedrooms 3  
 Total Bathrooms 1.0  
 Location N;Res;  
 View N;Res;  
 Site 22216 sf  
 Quality Q4  
 Age 61



#### Comparable 3

7 Chestnut Ln  
 Prox. to Subject 0.33 miles NW  
 Sale Price 340,000  
 Gross Living Area 1,028  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 1.1  
 Location N;Res;  
 View N;Res;  
 Site 13939 sf  
 Quality Q4  
 Age 62

Serial# E0AFD071  
 esign.alamode.com/verify

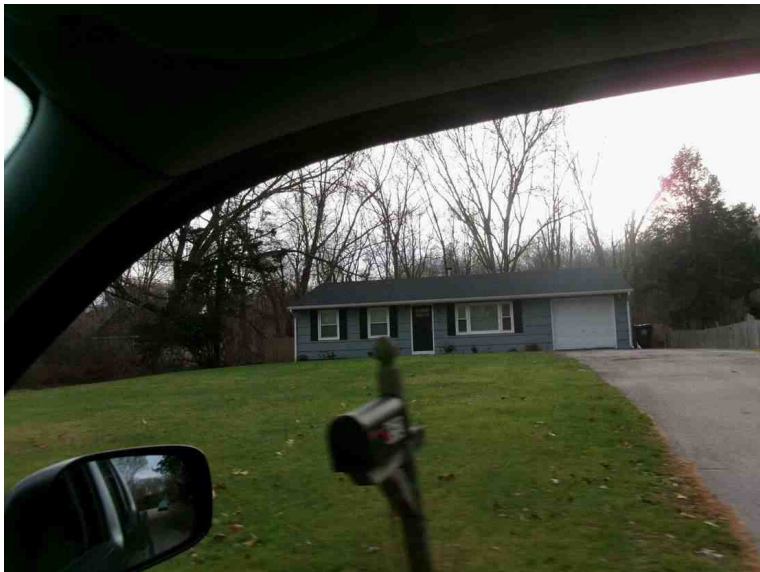
### Comparable Photo Page

|                  |                                    |        |            |       |                   |
|------------------|------------------------------------|--------|------------|-------|-------------------|
| Borrower         | Matthew Proctor                    |        |            |       |                   |
| Property Address | 33 Highland Dr                     |        |            |       |                   |
| City             | Ledyard                            | County | New London | State | CT Zip Code 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |                   |



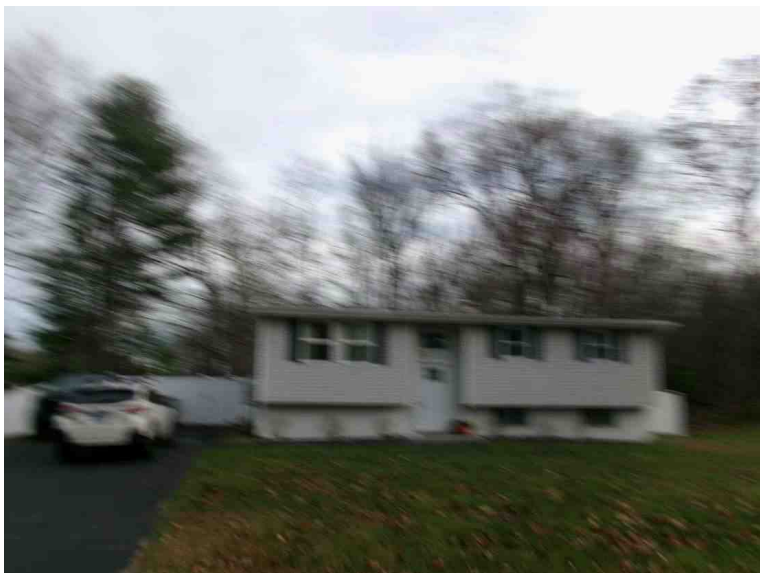
#### Comparable 4

44 Blacksmith Dr  
 Prox. to Subject 0.29 miles NW  
 Sales Price 342,500  
 Gross Living Area 1,824  
 Total Rooms 8  
 Total Bedrooms 4  
 Total Bathrooms 2.0  
 Location N;Res;  
 View N;Res;  
 Site 12632 sf  
 Quality Q4  
 Age 59



#### Comparable 5

152 Meeting House Ln  
 Prox. to Subject 0.43 miles E  
 Sales Price 315,000  
 Gross Living Area 1,224  
 Total Rooms 7  
 Total Bedrooms 3  
 Total Bathrooms 1.0  
 Location N;Res;  
 View N;Res;  
 Site 18731 sf  
 Quality Q4  
 Age 56



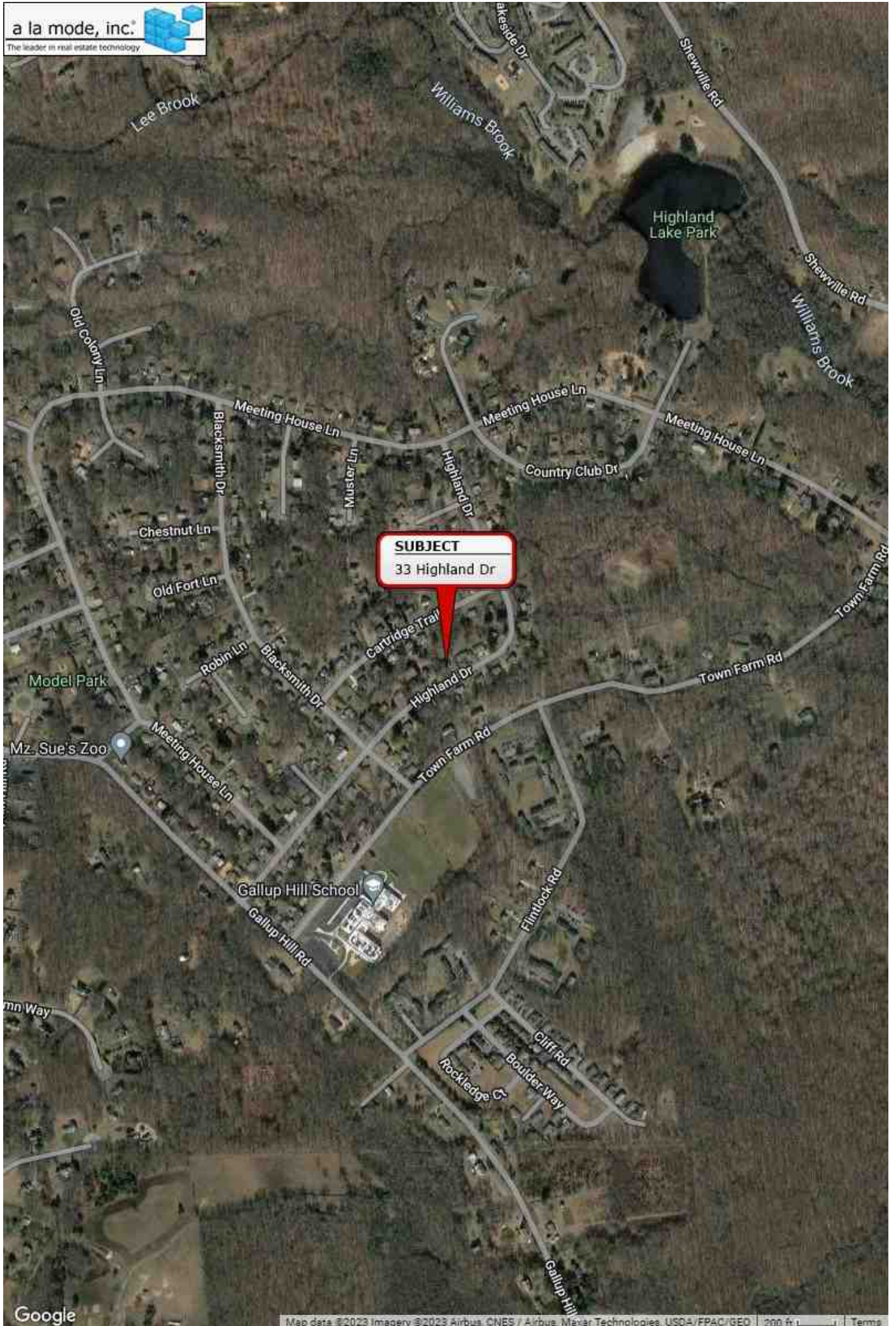
#### Comparable 6

24 Country Club Dr  
 Prox. to Subject 0.29 miles NE  
 Sales Price 335,000  
 Gross Living Area 1,028  
 Total Rooms 6  
 Total Bedrooms 3  
 Total Bathrooms 2.1  
 Location N;Res;  
 View N;Res;  
 Site 16117 sf  
 Quality Q4  
 Age 57



### Location Map

|                  |                                    |        |            |       |    |          |       |
|------------------|------------------------------------|--------|------------|-------|----|----------|-------|
| Borrower         | Matthew Proctor                    |        |            |       |    |          |       |
| Property Address | 33 Highland Dr                     |        |            |       |    |          |       |
| City             | Ledyard                            | County | New London | State | CT | Zip Code | 06339 |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |    |          |       |



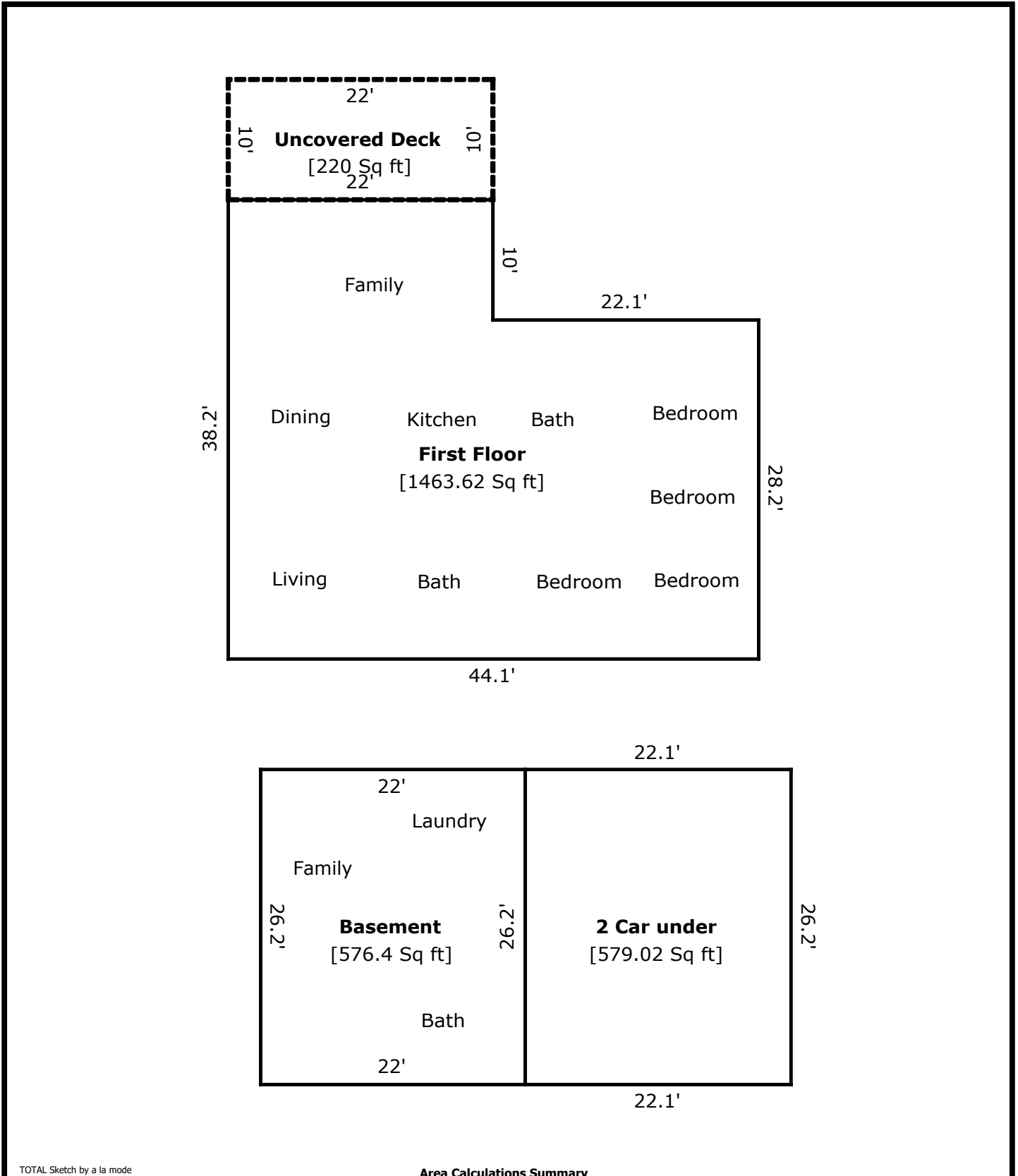
### Tax Assessor's Map

|                  |                                    |        |            |       |    |
|------------------|------------------------------------|--------|------------|-------|----|
| Borrower         | Matthew Proctor                    |        |            |       |    |
| Property Address | 33 Highland Dr                     |        |            |       |    |
| City             | Ledyard                            | County | New London | State | CT |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |    |



### Building Sketch

|                  |                                    |        |            |       |    |
|------------------|------------------------------------|--------|------------|-------|----|
| Borrower         | Matthew Proctor                    |        |            |       |    |
| Property Address | 33 Highland Dr                     |        |            |       |    |
| City             | Ledyard                            | County | New London | State | CT |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |    |



TOTAL Sketch by a la mode

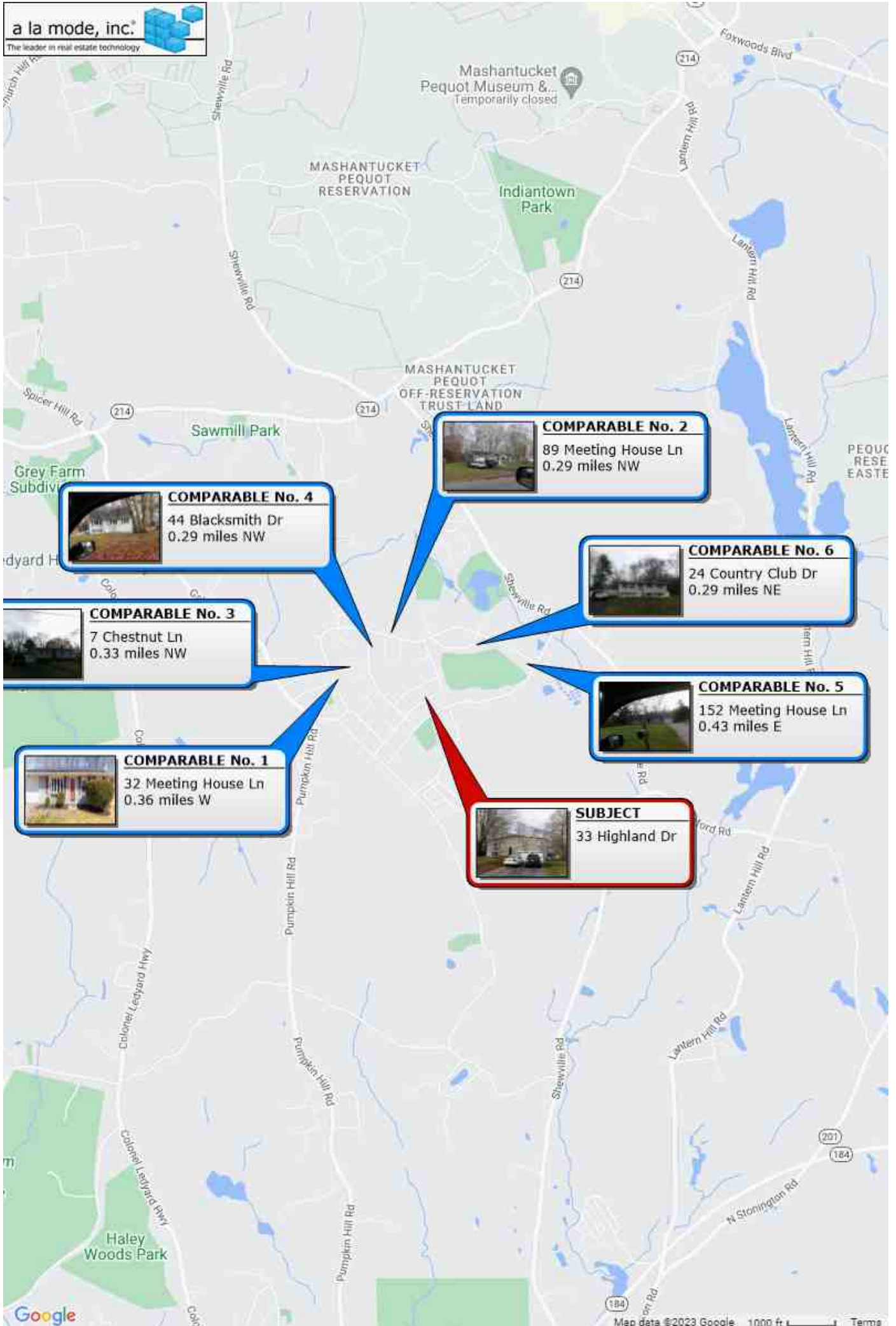
#### Area Calculations Summary

| Living Area                         |                   | Calculation Details                       |
|-------------------------------------|-------------------|---|
| First Floor                         | 1463.62 Sq ft     | 28.2 × 22.1 = 623.22<br>22 × 38.2 = 840.4 |
| <b>Total Living Area (Rounded):</b> | <b>1464 Sq ft</b> |   |
| Non-living Area                     |                   |   |
| 2 Car under                         | 579.02 Sq ft      | 22.1 × 26.2 = 579.02                      |
| Uncovered Deck                      | 220 Sq ft         | 22 × 10 = 220                             |
| Basement                            | 576.4 Sq ft       | 26.2 × 22 = 576.4                         |



### Location Map

|                  |                                    |        |            |       |    |
|------------------|------------------------------------|--------|------------|-------|----|
| Borrower         | Matthew Proctor                    |        |            |       |    |
| Property Address | 33 Highland Dr                     |        |            |       |    |
| City             | Ledyard                            | County | New London | State | CT |
| Lender/Client    | Carrington Mortgage Services, LLC. |        |            |       |    |



**E & O Insurance**

**Accelerant Specialty Insurance Company**  
 (A Stock Company)  
 400 Northridge Road, Suite 800  
 Sandy Springs, GA 30350

**REAL ESTATE PROFESSIONAL  
 ERRORS AND OMISSIONS INSURANCE POLICY  
 DECLARATIONS**

**NOTICE: THIS IS A "CLAIMS MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD OR EXTENDED REPORTING PERIOD.**

**PLEASE READ YOUR POLICY CAREFULLY.**

**Policy Number:** SRE79PL100001-00

**Renewal of:** New

1. **Named Insured:** Redner Appraisal Services
2. **Address:** 51 White Plains Rd  
Norwich, CT 06360
3. **Policy Period:** **From: March 6, 2023** **To: March 6, 2024**  
12:01 A.M. Standard Time at the address of the **Named Insured** as stated in item 2. Above.
4. **Limit of Liability:**

|  |              |
|--|--------------|
| A. Each Claim Limit of Liability       | \$ 1,000,000 |
| B. Policy Aggregate Limit of Liability | \$ 2,000,000 |
5. **Deductible:** \$ 5,000 Each Claim
6. **Policy Premium:** \$ 2003 **CT SL Tax:** \$ 80.11
7. **Retroactive Date:** March 6, 2018
8. **Notice to Company:** Notice of a **Claim** or Potential **Claim** should be sent to:  
Accelerant Specialty Insurance Company  
400 Northridge Rd. Suite 800  
Sandy Springs, GA 30350
9. **Program Administrator:** OREP Insurance Services, LLC CT Lic. #2528773 – [info@orep.org](mailto:info@orep.org)
10. **Forms and Endorsements Attached at Policy Inception:** See Schedule of Forms

If required by state law, this policy will be countersigned by an authorized representative of the Company.

Date: January 30, 2023

By: Isaac Peck  
Authorized Representative

**NOTICE: THIS IS A SURPLUS LINES  
 POLICY AND IS NOT PROTECTED BY  
 THE CONNECTICUT INSURANCE  
 GUARANTY ASSOCIATION OR  
 SUBJECT TO REVIEW BY THE  
 CONNECTICUT INSURANCE  
 DEPARTMENT. IT IS IMPORTANT THAT  
 YOU READ AND UNDERSTAND THIS  
 POLICY**

S DEC 40001 04 22

Page 1 of 1

**License**

CPL-02 Rev 06/13

948867

**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION**

Attached is your Real Estate Appraiser license. Such license shall be shown to any properly interested person on request and shall not be transferred to or used by any other person than to whom the license was issued. Please note, the address has been removed from the certificate, however, the Department of Consumer Protection must be notified of any name or address change. Changes and questions can be emailed to [dcp.licenseservices@ct.gov](mailto:dcp.licenseservices@ct.gov).

In an effort to be more efficient and Go Green, the department asks that you keep your email information with our office current to receive correspondence. You can access your account with your User ID and Password at [www.elicense.ct.gov](http://www.elicense.ct.gov) to verify, add or change your email address. Email on file to be used for receiving correspondence from this department: [redner38@yahoo.com](mailto:redner38@yahoo.com)

Visit our website for online services, applications, rosters and to verify licensure at [www.ct.gov/dcp](http://www.ct.gov/dcp).

DANIEL J REDNER  
51 WHITE PLAINS RD  
NORWICH, CT 06360-9470

**STATE OF CONNECTICUT  
DEPARTMENT OF CONSUMER PROTECTION**

**CERTIFIED RESIDENTIAL REAL ESTATE  
APPRAISER**

**DANIEL J REDNER**

| License #   | Effective  | Expiration |
|-------------|------------|------------|
| RCR.0001884 | 05/01/2023 | 04/30/2024 |

SIGNED



## Roxanne Maher

---

**From:** Peter Testa <peter@aesgrpllc.com>  
**Sent:** Wednesday, December 27, 2023 10:29 AM  
**To:** Kristen Chapman  
**Cc:** Roxanne Maher  
**Subject:** RE: Subordination

You don't often get email from peter@aesgrpllc.com. [Learn why this is important](#)

Kristen,

The original loan date was March 15, 2017. The loan was then modified on May 5, 2017.

The loan amount was 29,575 then increased to 32,820.48 via the modification.

From what I remember the scope of work was roofing, gutters, doors, interior repairs and electrical upgrades.

*Thank you,  
Peter J. Testa, Jr*

**A&E SERVICES GROUP, LLC**  
609 West Johnson Ave, Suite 408  
Cheshire, CT 06410  
203-518-2054

---

**From:** Kristen Chapman <mayoral.asst@ledyardct.org>  
**Sent:** Wednesday, December 27, 2023 9:42 AM  
**To:** Peter Testa <peter@aesgrpllc.com>  
**Cc:** Roxanne Maher <council@ledyardct.org>  
**Subject:** RE: Subordination

Good morning Peter,

Can you please provide me with the following information. This will be on the January 3<sup>rd</sup> Finance agenda before going to Town Council.

- What is the original Housing Rehabilitation loan date?
- Amount of the loan from the Town
- What were the funds used for?

Kind Regards,  
Kristen

---

**From:** Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>  
**Sent:** Monday, December 18, 2023 3:35 PM  
**To:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>  
**Subject:** RE: Subordination



*Thank you,  
Peter J. Testa, Jr*

**A&E SERVICES GROUP, LLC**  
609 West Johnson Ave, Suite 408  
Cheshire, CT 06410  
203-518-2054

---

**From:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>  
**Sent:** Monday, December 18, 2023 3:30 PM  
**To:** Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>  
**Subject:** RE: Subordination

I have forwarded to the Town Council Admin, she is out of the office but I will connect with her after Christmas .

Kristen

---

**From:** Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>  
**Sent:** Monday, December 18, 2023 3:20 PM  
**To:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>  
**Subject:** RE: Subordination

Ok can you make sure this gets on the agenda.

*Thank you,  
Peter J. Testa, Jr*

**A&E SERVICES GROUP, LLC**  
609 West Johnson Ave, Suite 408  
Cheshire, CT 06410  
203-518-2054

---

**From:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>  
**Sent:** Monday, December 18, 2023 3:15 PM  
**To:** Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>  
**Subject:** RE: Subordination

Hello Peter,

I have forwarded to Mayor Allyn. The December 27<sup>th</sup> Town Council meeting has been cancelled. The next meeting is January 10<sup>th</sup>.

Thank you,  
Kristen

---

**From:** Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>  
**Sent:** Monday, December 18, 2023 1:21 PM  
**To:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>; Juliet Hodge <[planner@ledyardct.org](mailto:planner@ledyardct.org)>  
**Subject:** FW: Subordination



Kristen,

Attached is the request letter from the owner and an appraisal of the property that supports the request. Please forward to the mayor so the council member can vote on the request. When is the next town council meeting?

*Thank you,  
Peter J. Testa, Jr*

**A&E SERVICES GROUP, LLC**  
609 West Johnson Ave, Suite 408  
Cheshire, CT 06410  
203-518-2054

---

**From:** Destiney Proctor <[destineyk80@aol.com](mailto:destineyk80@aol.com)>  
**Sent:** Monday, December 18, 2023 11:47 AM  
**To:** Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>  
**Subject:** Re: Subordination

Peter,

The title company responded with the contact information and it was actually you instead of the Town directly. I had sent the letter in November, perhaps you hadn't received it so I attached it again. I'm also attaching the appraisal. That had just been sent to us 12/6 so I apologize for the delay in sending it. Please let me know if there is anything else I am missing

Thank You,  
Destiney

On Monday, December 18, 2023 at 08:12:09 AM EST, Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)> wrote:

Destiney,

I would suggest calling the Mayor's office if it is indeed the Town that needs to talk to you.

I spoke with a Mr. Martinez, from the loan company, last week and told him I still don't have all of the information that I requested from you in the subordination policy that I sent to you. There is no appraisal of the property and no explanation of what all of the additional money is being used for.

Attached is the subordination policy and the email I wrote to the Town last week.

Thank you,  
Peter J. Testa, Jr

A&E Services Group, LLC  
609 West Johnson Ave, Suite 408  
Cheshire, CT 06410  
203-518-2054

-----Original Message-----

From: Destiney Proctor <[destineyk80@aol.com](mailto:destineyk80@aol.com)>  
Sent: Saturday, December 16, 2023 3:37 PM  
To: Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>  
Subject: Subordination

Good Afternoon Peter,

Our mortgage company reached out to us to tell us the Title company said the Town of Ledyard needs to speak to us

directly before proceeding with the subordination request. Do you know who and how we may contact? We haven't received any calls.

- Destiney Proctor  
Sent from my iPhone

Haven't had a chance to review. I will get to it today.

Thank you,

Peter J. Testa, Jr

A&E Services Group, LLC

609 West Johnson Ave, Suite 408

Cheshire, CT 06410

203-518-2054

---

**From:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>

**Sent:** Wednesday, December 13, 2023 9:35 AM

**To:** Peter Testa <[peter@aesgrpllc.com](mailto:peter@aesgrpllc.com)>

**Cc:** Juliet Hodge <[planner@ledyardct.org](mailto:planner@ledyardct.org)>

**Subject:** FW: LOAN NO. 2300725245 / MATTHEW PROCTOR / 33 HIGHLAND DR / ESCROW NO. 2543864

Good morning Peter,

I wanted to follow up on the request from Mr. Martinez.

Kind Regards,

Kristen

---

**From:** Michael Martinez <[mmartinez@timios.com](mailto:mmartinez@timios.com)>

**Sent:** Monday, December 11, 2023 3:06 PM

**To:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>

**Subject:** RE: LOAN NO. 2300725245 / MATTHEW PROCTOR / 33 HIGHLAND DR / ESCROW NO. 2543864

You don't often get email from [mmartinez@timios.com](mailto:mmartinez@timios.com). [Learn why this is important](#)

Hello,

Thank you for following up. Do you have a turn time on when this may be completed?

Thank you,



## Michael Martinez

*Closing Specialist*

Office: (818)706-6400 | Direct: (818)706-6415

Cell: (805)218-5082 | Fax: (800)886-6275

Website: [www.Timios.com](http://www.Timios.com) | Email: [mmartinez@timios.com](mailto:mmartinez@timios.com)   

---

**From:** Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>

**Sent:** Monday, December 11, 2023 11:33 AM

**To:** Michael Martinez <[mmartinez@timios.com](mailto:mmartinez@timios.com)>

**Subject:** RE: LOAN NO. 2300725245 / MATTHEW PROCTOR / 33 HIGHLAND DR / ESCROW NO. 2543864

[EXTERNAL EMAIL]

---

Thank you Michael,

I have forwarded to the consultant that manages this program for the Town of Ledyard. I will be in touch.

Kind Regards,

Kristen

Kristen Chapman



Executive Assistant to the Mayor/

Social Services Coordinator

Town of Ledyard

741 Colonel Ledyard Highway

Ledyard, CT 06339

860-464-3222

[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)

**Town Hall Hours:**

**Monday – Thursday 7:30 a.m. to 4:45 p.m.**

**CLOSED FRIDAYS**

---

**From:** Michael Martinez <[mmartinez@timios.com](mailto:mmartinez@timios.com)>

**Sent:** Monday, December 11, 2023 10:59 AM

**To:**

Kristen Chapman <[mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org)>

**Subject:** LOAN NO. 2300725245 / MATTHEW PROCTOR / 33 HIGHLAND DR / ESCROW NO. 2543864

You don't often get email from [mmartinez@timios.com](mailto:mmartinez@timios.com). [Learn why this is important](#)

Hello,

I just spoke with you on the phone. Matthew Proctor is refinancing his home. The new lender wants to subordinate this loan. Is that something you can do? What is the process?

Thank you,



## Michael Martinez

*Closing Specialist*

Office: (818)706-6400 | Direct: (818)706-6415

Cell: (805)218-5082 | Fax: (800)886-6275

Website: [www.Timios.com](http://www.Timios.com) | Email: [mmartinez@timios.com](mailto:mmartinez@timios.com)



RETURN TO: A&E SERVICES GROUP, LLC  
609 WEST JOHNSON AVE SUITE 408  
CHESHIRE, CT 06410

**SMALL CITIES PROMISSORY NOTE**

\$XXXXXXXX

Date

The words "you", "your" refer to the Town of Ledyard The words "I", "me", "my" or "us" refer to each person who signs below as a "Borrower" or a "Co-Borrower".

1. AMOUNT OF PAYMENT

For Value Received, I promise to pay you on your order, **On Demand**, the principal amount of XXXXXX and 00/100 Dollars (\$XXXXXXXX) **should I default as defined below**.

2. DEFAULT

I'll be in default if I **die, sell or remortgage the property, transfer title, the property is no longer my principal place of residence or if any of the property which secures this loan is damaged, lost or destroyed**. I will also be in default if I violate any term of any other mortgage note or deed I have to the property or any term of the Memorandum of Agreement between us dated XXXXXX, a copy of which is attached as Exhibit A.

I understand you retain the right to waive any default provision upon your review and approval.

3. WHAT SOME OF THE WORDS MEAN

"Security Interest": Your "security interest" in any property means that you have the right to take and/or sell it to help pay what I owe under this note. You can do that, but only if I default. The mortgage which secures this note is a "type" of "security interest".

What I owe under this note: What I owe under this note is the sum of my remaining payments, and unpaid late charges, any interest you charge me after I default, and your collection expenses.

Collection expenses: Your "collection expenses" are the sum of the cost of taking and/or selling any of the property in which you have a security interest, the fees of your collection agency and, if you sue me, your court costs and attorney's fees as awarded by the court.

4. DEMAND/DEFAULT

I understand that you can demand payment at any time when I default. If you do demand payment, you can do one, some or all of the following things:

- (a) You can ask me to pay what I owe under this note at once.
- (b) You can charge me interest each day on that portion of my remaining balance which I haven't paid. The amount of this interest will be figured by you at a rate of 12% per annum.
- (c) You can take and/or sell any property in which you have a security interest.
- (d) You can give this note to a collection agency for collection. If you do that, I'll pay the fees of your collection agency.
- (e) You can sue me. If you do that and get a judgment against me, I'll pay your court costs and attorney's fees awarded by the court.

Initials \_\_\_\_\_  
Initials \_\_\_\_\_  
Rev. 11/25/2020

5. LIABILITY OF SIGNERS

This note may be signed by more than one person. If a default occurs, you can ask one of us, some of us, or all of us to pay. If a default occurs, you can also sue any one of us, or all of us for what I owe under this note.

6. ACKNOWLEDGMENT OF RECEIPT

I state that I have received a completed filled in copy of this note.

In addition to all terms and conditions contained in this note, I also agree to be bound by all terms and conditions contained in the mortgage deed securing this note.

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Owner: «Owner\_1»

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
Owner: «Owner\_2»

This note is Secured  
By a Mortgage of Real  
Property Located at:

XXXXXXXX, Ledyard, CT 06335

Initials \_\_\_\_\_  
Initials \_\_\_\_\_  
Rev. 11/25/2020

RETURN TO: A&E SERVICES GROUP, LLC  
609 WEST JOHNSON AVE. SUITE 408  
CHESHIRE, CT 06410

**EXHIBIT A**

**TOWN OF LEDYARD**

**OWNER - MEMORANDUM OF AGREEMENT  
WITH RESPECT TO A  
HOUSING REHABILITATION LOAN**

**OWNER OCCUPIED**

This Agreement made this Second day of XXXXXXXX, by and between XXXXXXXXXX, residing at XXXXXXXXXX, Ledyard, CT 06335, hereinafter throughout called the "Owner" and the Town of Ledyard a municipal corporation having its corporate limits and existence in the County of New London and State of Connecticut, hereinafter throughout called the "Municipality", acting herein by and through its Small Cities Community Development Program of the Town of Ledyard hereinafter referred to as "CDP".

**WITNESSETH**

WHEREAS, the Municipality, acting by and through its Small Cities Community Development Program (hereinafter "CDP") has received funding pursuant to a Small Cities Community Development Block Grant to carry out and administer a Housing Rehabilitation Program Income Loan program ("HRPILP"); and,

WHEREAS, the Owner intends and agrees to repair and rehabilitate their property located at XXXXXXXXXX Ledyard, CT 06335, pursuant to the requirements of Title I of the Housing and Community Development Act of 1974 (PL 93-383) and HUD Community Development Block Grant Regulations of 24 CFR Part 570, as amended, including environmental, historical and program rehabilitation guidelines issued pursuant thereto; and,

WHEREAS, this Agreement may be subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701 U) as amended, the HUD regulations issued pursuant thereto at 24 CFR 135, et seq, and any applicable rules and orders of HUD issued thereunder as well as all Federal, State of Connecticut, and Local Regulations; and

WHEREAS, XXXXXXXXXX, (the Owner) hereinafter "the Owner" has been found eligible to participate in the HRP based on information provided by the Owner; and

WHEREAS, the Owner has been approved for receipt of a 0% interest Deferred Payment loan in an amount not to exceed \$XXXXXX0, for the purpose of rehabilitating/converting residential property located at XXXXXXXXXX, Ledyard, CT 06335; and,

WHEREAS, it is necessary under the rules and regulations of the HRPILP that the CDP and the Owner mutually agree to certain conditions relative to the financial assistance provided hereto,

NOW, THEREFORE, the Owner and the CDP for the consideration hereinbefore and hereinafter named, agree as follows:

1. The Owner agrees to repair and renovate their property located at XXXXXXXXXX, Ledyard, CT 06335 in conformance with the Construction Contract including subsequent change orders incorporated therein as approved by the CDP.
2. The Construction Contract shall consist of the general conditions, technical specifications, if any, and drawings.

Initials \_\_\_\_\_  
Initials \_\_\_\_\_  
Rev. 11/25/2020



3. The Owner agrees to execute and abide by all the terms and conditions of the Construction Contract in the form to be furnished by the CDP.
4. The CDP agrees to provide to the Owner an amount not to exceed XXXXXXXXXXXX and 00/100 Dollars (\$XXXXXXXXXX) in the form of a loan and the Owner agrees to execute a Promissory Note and a Mortgage Deed to secure the Municipality's loan in the form furnished by the CDP. Said funds will be disbursed by the Municipality to the Owner as a construction progress payment in the form of a two-party check made payable to the contractor and the property owner after approval of payment by the Owner. The execution of any Partial Payment Requisition or the Certificate of Completion form by the Owner shall constitute full and complete acceptance and approval of the work performed by the Contractor.

It is further agreed to by the Owner that the Promissory Note and/or Mortgage Deed, due to Change Orders in the Construction Contract, may be increased or decreased by Addendum to the Promissory Note and/or Mortgage Deed until execution of the Certificate of Completion form by the Owner and Contractor. The execution of the Certificate of Completion form shall constitute completion of the rehabilitation project. Such increase shall be allowed, subject to funding availability, and only in the event of unforeseeable construction requirements.

Owner's signature or the Final Payment Requisition shall constitute full and complete approval and acceptance by the Owner for project work, subject to warranty requirements, and the release of the Town and its agents.

5. If the Owner should fail to live up to any provision of the Construction Contract contained herein, the CDP may, at its option, demand payment from the Owner for any funds expended by the CDP in the undertaking of this Project including, but not limited to, costs incurred including financial and technical assistance.
6. The Owner agrees that all identified code violations will be corrected as a primary condition of participating in the Housing Rehabilitation Program, and further, in order of priority for financial and technical assistance from the CDP, hazardous material and weatherization shall be secondary priority and general improvements tertiary.
7. Any notice required by this Agreement may be delivered to the party personally, or mailed to him at the address stated herein, until he gives notice to the other party of a change of address.
8. This Agreement shall not be assigned or transferred by the Owner without the prior written consent of the CDP.
9. The Owner agrees for himself, his heirs and successors and assigns that there shall be no discrimination upon the basis of race, color, religious creed, age, marital status, national origin, sex, sexual orientation, gender identity, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the Owner, his heirs, successors and assigns that such disability prevents performance, in the sale, lease or rental or in the use or occupancy of such real property or of any improvements erected thereon or to be erected thereon.
10. During the period of rehabilitation, all loan proceeds shall be retained by the CDP until such time as a construction progress payment is to be made. Timing of the payment to the Contractor shall be made in the manner set forth in the Construction Contract, subject to approval by the CDP as provided for in said Construction Contract.
11. The Owner shall occupy a housing unit in the premises as their primary residence if she is the recipient of a Deferred Payment Loan for that housing unit.

Initials \_\_\_\_\_  
 Initials \_\_\_\_\_  
 Rev. 11/25/2020

12. In order for the Owner to be eligible to participate in the Housing Rehabilitation Program, the Owners shall provide to the CDP certification and verification of their income in a form required by the CDP and shall remain as primary occupant as a condition of the favorable financing.
13. The Owner acknowledges that the Municipality has entered into a Professional Service Contract with A&E Services Group, LLC, (hereinafter referred to as the "Program Manager") by which the Program Manager shall provide certain services to the Municipality regarding the administration of a Small Cities Community Development Program which may directly benefit the Owner.

The Owner agrees that all services offered by the Municipality through the Program Manager which may affect the Owner, are offered by the Municipality in order to assist in the project implementation and the necessary program compliance. The Owner agrees to indemnify, defend, save and hold harmless the Municipality and Program Manager, their officers, agents and employees from and against any and all damage, liability, loss, expense, judgment of deficiency of any nature whatsoever (including, without limitation, reasonable attorney's fees and other costs and expenses incident to any suit, action or proceeding) incurred or sustained by Municipality or Program Manager which shall arise out of or result from Program Manager performance in good faith of services pursuant to the Professional Services Contract. The Owner agrees that the Program Manager shall not be liable to the Owner, its heirs, successors or assigns, for any act performed within the duties and scope of employment pursuant to Professional Services Contract.

The Owner understand and agrees that the Program Consultant is not an agent of the Owner and not responsible for the work of any contractor(s), subcontractor(s), material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

14. Neither the Municipality nor the Program Manager shall have control over, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and progress in connection with the Work, nor shall the Municipality or Program Manager be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Municipality or Program Manager shall not have control over, or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

The Program Manager shall visit the site at intervals appropriate to the stage of construction, or as otherwise required by the Municipality or Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Program Manager shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Program Manager shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

The Program Manager has the authority to reject Work or materials that do not conform to the Contract Documents. Whenever the Program Manager considers it necessary or advisable, the Program Manager shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Program Manager nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Program Manager to the Owner, Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

Initials \_\_\_\_\_  
 Initials \_\_\_\_\_  
 Rev. 11/25/2020

Interpretations and decisions of the Program Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing. When making such interpretations and decisions, the Program Manager shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

The Program Manager shall review the amounts due the Contractor and shall issue payment certificates in such amounts with the Owner's approval. The Program Manager's certification for payment shall constitute a representation to the Municipality, based on the Owner's approval and acceptance of the Work, that, to the best of the Program Manager's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representation are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, (4) to specific qualification expressed by the Program Manager, and (5) subject to the approval of payment by the Owner and work invoiced.

The issuance of a Certificate for Payment shall not be a representation that the Program Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers or other data requested to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

15. The Owner agrees to uphold and/or carry-out all of the provisions covered in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first above written.

Signed sealed and delivered  
In the presence of:

\_\_\_\_\_  
Witness: Peter J. Testa, Jr.

\_\_\_\_\_  
Owner: XXXXXXXXXX

\_\_\_\_\_  
Witness: XXXXXXXXXX

Initials \_\_\_\_\_  
Initials \_\_\_\_\_  
Rev. 11/25/2020

**SMALL CITIES HOUSING REHABILITATION PROGRAM**  
 Truth-in-Lending Disclosure Statement for Deferred Loans

The words "we", "us" or "our" refer to the Town of Ledyard The words "you", "your, or "I" refer to XXXXXXXXXXXX of Ledyard, CT 06335

| <b>ANNUAL<br/>PERCENTAGE RATE</b>       | <b>FINANCE<br/>CHARGE</b>                  | <b>AMOUNT<br/>FINANCED</b>                                | <b>TOTAL OF<br/>PAYMENTS</b>   |
|---|--|---|--|
| The cost of your loan as a yearly rate. | The dollar amount your loan will cost you. | The amount of your loan provided to you or on your behalf | The amount you will have paid after you have made all payments as scheduled. |
| <u>-0-</u>                              | <u>-0-</u>                                 | <u>\$XXXXXXXX</u>   | <u>\$XXXXXXXX</u>  |

**PAYMENT SCHEDULE:**

Your payment schedule will be:

| <b>NUMBER OF PAYMENTS</b> | <b>AMOUNT OF PAYMENTS</b> | <b>WHEN PAYMENTS ARE DUE</b>                   |
|---------------------------|---------------------------|--|
| 1                         | \$XXXXXXXX                | As noted in Promissory Note default provisions |

**Late Charge:**

Only applicable upon demand/default at an interest rate of 12% per annum.

**See Contract Documents:**

See your promissory note for any additional information about non-repayment, default, any required repayment in full before the schedule date, and repayment refunds

**Security:**

We are getting a security interest in

Ledyard, CT 06335  
 (describe property)

---

I received a copy of these disclosures at the closing.

---

Date

Signature - XXXXXXXXXXXX



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

**File #:** 23-2352

**Agenda Date:** 1/3/2024

**Agenda #:** 2.

## FINANCIAL BUSINESS REQUEST (FBR)

### **Motion/Request:**

MOTION to authorize overspending account 10110205-53610 Specialty Approved Counsel through June, 30, 2023.

### **Background:**

Specialty Approved Counsel account covers labor attorney fees, land use attorney fees, tax attorney fee and other specialty counsel. FY 2024 budget is \$35,000. Current expenditures are as follows:

|                             |                    |
|-----------------------------|--------------------|
| Shipman & Goodwin (Labor)   | \$25,543.00        |
| Janet P. Brooks (Land Use)  | \$5,472.50         |
| Lloyd Langhammer (Land Use) | \$262.50           |
| <b>Total</b>                | <b>\$31,278.00</b> |

In addition, \$3,694.50 of legal fees have also been encumbered leaving a remaining, unencumbered balance in this account of \$27.50.

Human Resources and Land Use both anticipate incurring additional attorney fees for the remainder of FY2024.

### **Department Comment/Recommendation:**

(type text here)

### **Finance Director Comment/Recommendation:**

This account has been underbudgeted the past several years. Recommend increasing the budget for FY 24-25.

### **Mayor Comment/Recommendation:**

(type text here)



**File #:** 23-2354

**Agenda Date:** 1/3/2024

**Agenda #:** 3.

FINANCIAL BUSINESS REQUEST

**Motion/Request**

MOTION to appropriate the Connecticut Secretary of the State Early Voting Grant in the amount of \$10,500 to Account# 21010301-56100-G0015 entitled “Registrar - Operating Expenses - Misc. Grants”.

In addition, authorize the Registrar of Voters to expend the Early Voting Grant in the amount of \$10,500 to pay for expenses associated with Early Voting provisions in accordance with Public Act 23-5.

**Background:**

Pursuant to Public Act 23-204, the Connecticut Secretary of the State will provide a grant in the amount of \$10,500 to each municipality for costs related to implementing and conducting early voting. The Secretary of the State will distribute the grants starting in January 2024, contingent on municipalities detailing their intended use of the funds. This funding is provided as a sub-recipient, one-time grant.

**Connecticut Early Voting Laws**

Public Act 23-5 was passed by the House of Representatives on May 4, 2023 and was passed on May 31, 2023 by the State Senate. (See attached).

The Early Voting Law will apply to elections and primaries that occur on or after January 1, 2024.

In accordance with Public Act 23-5 very municipality will have to create at least one early voting location and has the option to establish more.

**Early Voting provisions will be as follows:**

- General Elections: 14 days of early voting
- Primaries: seven days ahead
- Special Elections: four days

**Department Comments/Recommendation:**

(Type text here)

**Finance Director Comments/Recommendation:**

The grant funding includes numerous stipulations as outlined on the attached communication from the Office of the Secretary of the State. It is expected the Registrar’s Office will work with the Finance Office to ensure grant compliance.

**Mayor Comments/Recommendation:**  
(Type text here)



**Office of the Secretary of the State**  
 State of Connecticut  
 165 Capitol Avenue, Suite 1000  
 P.O. Box 150470, Hartford, CT 06115-0470

**Stephanie Thomas**  
 Secretary of the State

**Jacqueline A. Kozin**  
 Deputy Secretary of the State

**Municipality Name:** Town Of Ledyard

1 December 2023

**Address:** 741 Colonel Ledyard Hwy, Ledyard, CT 06339

Pursuant to Public Act 23-204, the Connecticut Secretary of the State will provide a grant in the amount of \$10,500 to each municipality for costs related to implementing and conducting early voting.

The Secretary of the State will distribute the grants starting in January 2024, contingent on municipalities detailing their intended use of the funds and returning this signed agreement. This funding is provided as a sub-recipient, one-time grant.

Please note:

- Acceptable utilization of funds includes costs directly tied to changes necessary to implement early voting; examples include but are not limited to labor costs, printing costs, location-related expenses, voter education, or equipment and supplies.
- Funds are to be fully expended by December 31, 2024
- Prior to January 31, 2025, your town must report expenditures to the Office of the Secretary of State. Reports must include backup information such as a ledger report from your financial system or copies of purchase orders and invoices.
- If funds are not fully utilized prior to December 31, 2024, contact the Office of the Connecticut Secretary of the State at [mss@ct.gov](mailto:mss@ct.gov) to request an extension on utilization, including intended use of remaining funding.
- By accepting funds, the town agrees that it will comply with applicable public auditing requirements, in accordance with the provisions of Sections 7-394a and 7-396a of the Connecticut General Statutes.
- By accepting funds, the town agrees that it is compliant with all applicable state and federal non-discrimination laws.

By signing below, I agree to the information above. Please keep a copy for your records.

**My town intends to utilize funds for:**

Labor costs, printing, training, equipment, safe.

**Authorized town official signature:**

**Authorized town official title:**

FRED B. ALLEN III, MAYOR

**Date:** 12/11/2023

**Registrar signature:** Claudia Sweeney

**Registrar signature:** Diana Mann

Please return as soon as possible via email to [mss@ct.gov](mailto:mss@ct.gov), but no later than 12/31/23.

Secretary of the State\* (860-509-6200) [www.portal.ct.gov/sots](http://www.portal.ct.gov/sots)

Business Services Division (860-509-6002) [bsd@ct.gov](mailto:bsd@ct.gov) Legislation & Election Administration Division (860-509-6100) [lead@ct.gov](mailto:lead@ct.gov)

\*The State of Connecticut is an Affirmative Action/Equal Opportunity Employer.





**EARLY VOTING 2024**

|  |                 |                     |                     |                     |                     |
|--|-----------------|---------------------|---------------------|---------------------|---------------------|
| <b>PPP 4 day</b>   | <b>32 hrs.</b>  |                     | <b>Mod + 4*</b>     |                     |                     |
| <b>Mar.26-28, 30</b>   |                 |                     |                     |                     |                     |
| <b>Wage</b>  |                 | <b>3 Assistants</b> | <b>4 Assistants</b> | <b>5 Assistants</b> | <b>6 Assistants</b> |
| Assistant \$17   |                 | \$1,632             | \$2,176             | \$2,720             | \$3,264             |
| Moderator \$20   |                 | \$640               | \$640               | \$640               | \$640               |
|  |                 | <b>\$2,272</b>      | <b>\$2,816</b>      | <b>\$3,360</b>      | <b>\$3,904</b>      |
| <b>Election 14 day</b>   | <b>120 hrs.</b> |                     |                     |                     | <b>Mod + 6*</b>     |
| <b>Oct.21-31,Nov.1-3</b>   |                 |                     |                     |                     |                     |
| Assistant \$17   |                 | \$6,120             | \$8,160             | \$10,200            | \$12,240            |
| Moderator \$20   |                 | \$2,400             | \$2,400             | \$2,400             | \$2,400             |
|  |                 | <b>\$8,520</b>      | <b>\$10,560</b>     | <b>\$12,600</b>     | <b>\$14,640</b>     |
| <b>*PRIMARY 7 day</b>  | <b>64 hrs.</b>  |                     | <b>Mod + 4*</b>     |                     |                     |
| <b>Aug. 5-11</b>   |                 |                     |                     |                     |                     |
| Assistant \$17   |                 | \$3,264             | \$4,352             | \$5,440             | \$6,528             |
| Moderator \$20   |                 | \$1,280             | \$1,280             | \$1,280             | \$1,280             |
|  |                 | <b>\$4,544</b>      | <b>\$5,632</b>      | <b>\$6,720</b>      | <b>\$7,808</b>      |
| <b>*if needed</b>  |                 |                     |                     |                     |                     |
| <b>Estimated wages for three early voting events in 2024 \$23,088.00</b> |                 |                     |                     |                     |                     |



## Fortress® Ballot Box 800

Large capacity ballot boxes can be sealed using both tamper-evident seals and keyed-alike padlocks.

Price: \$209.00

1

ADD TO CART

SKU: FS800

### DESCRIPTION

Ideal for indoor use, the Fortress 400 and Fortress 800 are perfect for your office, polling place, vote center, or early voting location.

- Sold in kit form, assembly required
- Tamper proof lid and seals included (10 seals)
- 9.75" wide ballot slot

### DIMENSIONS

### VIDEO

### SHOP BY CATEGORY

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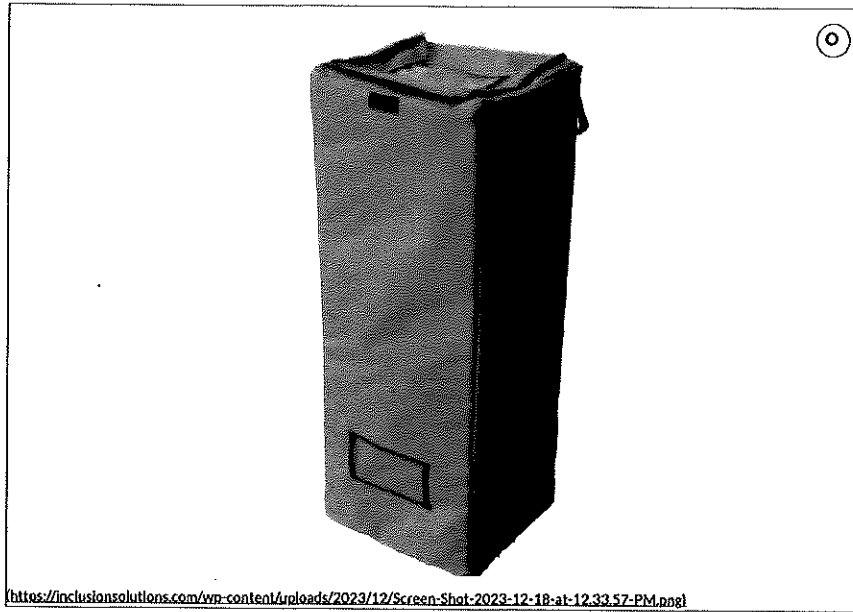
[Voting Booths](https://inclusionsolutions.com/product-category/voting-booths/)

### OUR THINKING

[Hollister's Holiday Hello and Happenings](https://inclusionsolutions.com/hollisters-holiday-hello-and-happenings/)

[Read More →](#)

<https://inclusionsolutions.com/hollisters-holiday-hello-and-happenings/>



### Fortress 800 Insert Bag

Price: \$159.00

1 ADD TO CART

SKU: FS800-BAG

Insert bag for Fortress 800

#### DESCRIPTION

Heavy duty canvas material bag fits snugly inside your Fortress 800 Ballot Box, allowing for easy retrieval and storage of submitted ballots.

#### SHOP BY CATEGORY

- [ADA Compliance \(https://inclusionsolutions.com/product-category/ada-compliance/\)](https://inclusionsolutions.com/product-category/ada-compliance/) +
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  - [Election Signs \(https://inclusionsolutions.com/product-category/election-products/election-signs/\)](https://inclusionsolutions.com/product-category/election-products/election-signs/)
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  - [Pollworker Translation Services \(https://inclusionsolutions.com/product-category/election-products/pollworker-translation-services/\)](https://inclusionsolutions.com/product-category/election-products/pollworker-translation-services/)
- [Gas Stations \(https://inclusionsolutions.com/product-category/gas-stations/\)](https://inclusionsolutions.com/product-category/gas-stations/)
- [PPE Supplies \(https://inclusionsolutions.com/product-category/ppe-supplies/\)](https://inclusionsolutions.com/product-category/ppe-supplies/) +
- [Signage & Displays \(https://inclusionsolutions.com/product-category/signage-and-displays/\)](https://inclusionsolutions.com/product-category/signage-and-displays/) +
- [Voting Booths \(https://inclusionsolutions.com/product-category/voting-booths/\)](https://inclusionsolutions.com/product-category/voting-booths/)

#### OUR THINKING

- Hollister's Holiday Hello and Happenings**  
Read More →  
(https://inclusionsolutions.com/hollisters-holiday-hello-and-happenings/)
- Alternative Language Ballots Aren't Enough: Translation Help at the Polls**  
Read More →  
(https://inclusionsolutions.com/alternative-language-ballots-translation-help/)
- Sorry, But You're Not Allowed to Vote**  
Read More →  
(https://inclusionsolutions.com/polling-place-accessibility-lacking-2016-national-election/)



<https://inclusionsolutions.com/wp-content/uploads/2021/12/B15622-Y10-82NB.jpg>

### 4-Wheel Rolling Supply Bag with Heavy Duty Wheels and Keyless Security™

Price: \$299.00

2

ADD TO CART

SKU: B15622-Y10-82NB

Larger wheels for navigating multiple surfaces! Transport up to 50 lbs of supplies, ballots, or other items.

#### DESCRIPTION

- Pack up to 50 pounds of ballots, books, or other supplies.
- Four-wheel design for easy maneuvering.
- Bag collapses for easy storage when not in use.
- Keyless Security™ provides an easy way to record chain of custody.
  - One time use, numbered seals lock zipper, and must be broken to gain access revealing immediate proof of tampering.
- Retractable pull handle stops at 45 degree angle – no stooping to retrieve handle.
- Includes security window on front of bag to hold a 3" x 5" ID card or tag. Window is accessible only from inside of bag.
- Fits inside Hart Verity Scan machine.
- If embroidery is selected, it will be done on lid.

*\*Exclusive Distributor in Alabama, Arkansas, Louisiana, Mississippi, Indiana, and West Virginia.*

#### SPECIFICATIONS

#### SHOP BY CATEGORY

[ADA Compliance \(https://inclusionsolutions.com/product-category/ada-compliance/\)](https://inclusionsolutions.com/product-category/ada-compliance/) +

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#### OUR THINKING

##### Hollister's Holiday Hello and Happenings

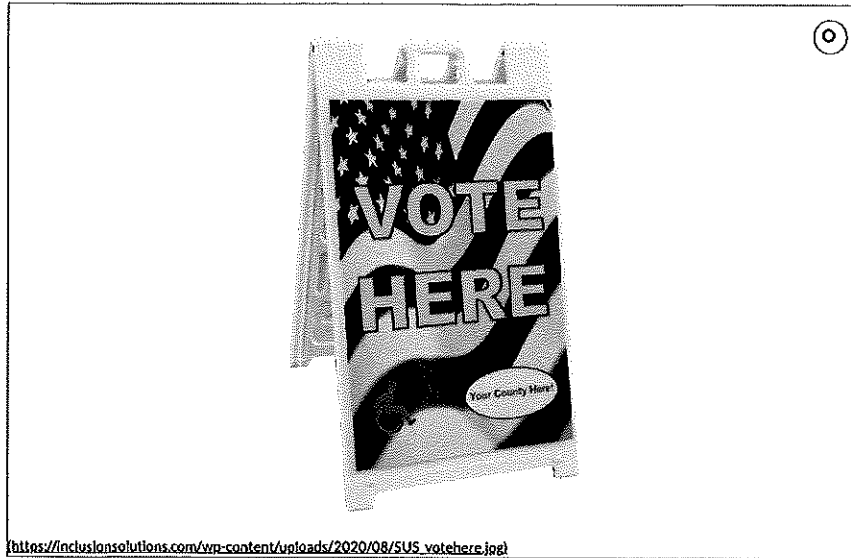
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### Stand Up Sign

Durable, affordable, and versatile. Ideal for any location.

Price: **\$154.95**

Sides

\$154.95

2

SKU: SUS1

Durable, affordable, and versatile. Ideal for any location.

#### DESCRIPTION

- Durable one-piece upright signs are weather proof
- Sign faces packaged separately; requires assembly
- Signs are customized at no additional charge (including language, wording, or county/jurisdiction logo)
- Fill with sand to add 5 lbs
- Handles make transport easy
- Weight: 18 lbs

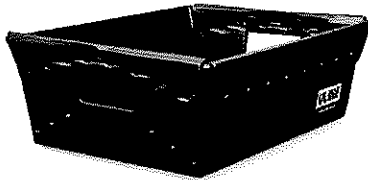
Sign face: 35" H X 23" W attaches with Velcro (included)

Overall dimensions: 45" H X 25" W

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## Space Age Totes - 18 x 13 x 6", Black



As lightweight as corrugated but with the durability of plastic. Holds up to 80 lbs.

- Steel reinforced; welded for strength, won't collapse. Nestable.
- Popular choice for mail and package handling and routing.

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SPECIFY COLOR:

| MODEL NO. | OUTSIDE DIM. L x W x H | INSIDE DIM. L x W x H    | WT. (LBS.) | PRICE PER TOTE (MIN. 3) |      |      |      | COLOR                          | IN STOCK SHIPS TODAY               |
|-----------|------------------------|--------------------------|------------|-------------------------|------|------|------|--------------------------------|------------------------------------|
|           |                        |                          |            | 3                       | 12   | 24   | 48+  |                                |                                    |
| S-132BL   | 18 x 13 x 6"           | 17 3/8 x 12 1/4 x 5 3/4" | 1          | \$17                    | \$16 | \$15 | \$14 | <input type="checkbox"/> Black | <input type="button" value="ADD"/> |

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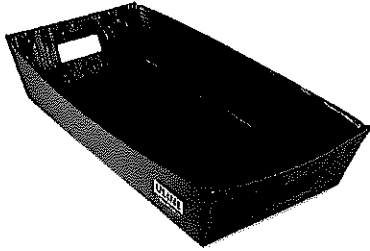
|   |   |
|---|---|
| <p><b>DIMENSIONS:</b></p> <ul style="list-style-type: none"> <li>• Dimensions in the chart are measured at the top.</li> <li>• Top- Outside (Actual): 18 1/4 x 13 1/4" (L x W)</li> <li>• Bottom:                     <ul style="list-style-type: none"> <li>◦ Inside: 16 1/8 x 10 3/4" (L x W)</li> <li>◦ Outside: 16 5/16 x 11" (L x W)</li> </ul> </li> </ul> <p><b>THICKNESS:</b></p> <ul style="list-style-type: none"> <li>• 3.5 mil (160# board)</li> </ul> <p><b>MATERIAL:</b></p> <ul style="list-style-type: none"> <li>• Tote: HDPE (High Density Polyethylene)</li> <li>• Reinforcement Wire: 5 gauge Galvanized Steel (.18" diam)</li> </ul> <p><b>FEATURES:</b></p> <ul style="list-style-type: none"> <li>• Waterproof</li> </ul> <p><b>USAGE:</b></p> <ul style="list-style-type: none"> <li>• Dry erase marker is not easily removed.</li> </ul> | <p>Availability: <b>In Stock</b><br/>Unit Weight: 1.31 lbs.</p> <p><a href="#">Catalog Page 501</a></p> <p><a href="#">Email Item</a></p> <p>Country of Origin: USA</p> |
|---|---|

SAME DAY SHIPPING

HUGE SELECTION IN STOCK

SHIPS FROM 13 LOCATIONS

### Mail Trays - 26 x 13 x 5", Black



Enlarge

Store and deliver mail and parcels. Low profile for easy sorting.

- Lightweight, 100% corrugated plastic. Holds up to 30 lbs.
- Welded construction for strength and rigidity.
- Nestable for space-saving storage.

SPECIFY COLOR:

| MODEL NO. | OUTSIDE DIM. L x W x H | INSIDE DIM. L x W x H   | WT. (LBS.) | PRICE EACH (MIN. 3) |      |      | COLOR                                     | IN STOCK SHIPS TODAY               |
|-----------|------------------------|-------------------------|------------|---------------------|------|------|---|------------------------------------|
|           |                        |                         |            | 3                   | 12   | 24+  |   |                                    |
| S-22326BL | 26 x 13 x 5"           | 21 5/8 x 9 7/8 x 4 3/4" | 1          | \$12                | \$11 | \$10 | <input checked="" type="checkbox"/> Black | <input type="button" value="ADD"/> |

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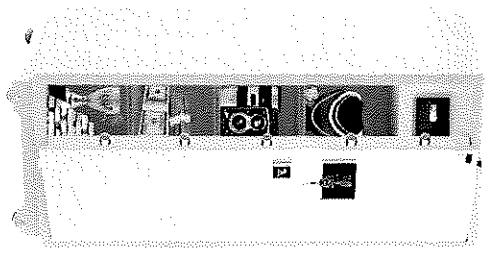
|   |   |
|---|---|
| <p><b>DIMENSIONS:</b></p> <ul style="list-style-type: none"> <li>• <b>Outside:</b> <ul style="list-style-type: none"> <li>◦ Dimensions in the chart are measured at the top.</li> <li>◦ Actual: 25 3/4 x 12 3/4 x 4 3/4"</li> <li>◦ Bottom: 22 x 10 1/4 x 4 3/4"</li> </ul> </li> <li>• <b>Inside Dimensions in the chart are measured at the bottom.</b> <ul style="list-style-type: none"> <li>◦ Top (Inside): 23 1/2 x 12 1/2 x 4 3/4"</li> </ul> </li> </ul> <p><b>MATERIAL:</b></p> <ul style="list-style-type: none"> <li>• HDPE (High Density Polyethylene)</li> </ul> <p><b>FEATURES:</b></p> <ul style="list-style-type: none"> <li>• Waterproof</li> </ul> <p><b>USAGE:</b></p> <ul style="list-style-type: none"> <li>• Dry erase marker is not easily removed.</li> </ul> | <p>Availability: <u>In Stock</u><br/>Unit Weight: 0.77 lbs.</p> <p><a href="#">Email Item</a></p> <p>Country of Origin: USA</p> |
|---|---|

SAME DAY SHIPPING

HUGE SELECTION IN STOCK

SHIPS FROM 13 LOCATIONS





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# 【US STOCK】TIGERKING 17.6 Cubic Feet Ex Duty Safe Box, Home Safe with Double Safel Separate Lock Box, Digital safe with 3 Remov Home Hotel Office,235lbs

Visit the TIGERKING Store

\$1,699<sup>99</sup>

Pay \$141.67/month for 12 months, interest-free upon approv

## Delivery & Support

Select to learn more



Ships from TIGERKING Eligible for Return, Refund or Replacement within 30 days of receipt!



Customer Support



View

Brand: TIGERKING

Product Dimensions: 22"D x 23.6"W x 62.2"H

Lock Type: Electronic Combination Lock

Color: White

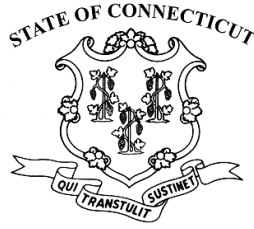
Capacity: 17.6 Cubic Feet

Material: Alloy Steel

See more

## About this item

- ☆☆☆☆☆ 【US STOCK】 : Our large safe is in stock in the US.
- 【EXTRA LARGE SECURITY SAFE BOX】 : Our extra-large security safe weighs 235 pounds, so it's hard for anyone to steal it. 75mm extra-thick explosion-proof steel door, 7\*25mm high-strength solid locking bolts and pry-proof concealed hinges enhance the security of the safe and provide reliable protection for your valuables, plus you can use expansion screws to secure the safe to the wall to further enhance anti-theft.



**Substitute House Bill No. 5004**

**Public Act No. 23-5**

**AN ACT IMPLEMENTING EARLY VOTING.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective July 1, 2023*) (a) (1) (A) Any eligible elector may vote prior to the day of a regular election, in accordance with the provisions of this section, during a period of early voting at each regular election held on or after January 1, 2024.

(B) The period of early voting under subparagraph (A) of this subdivision shall (i) notwithstanding the provisions of section 9-2 of the general statutes, commence on the fifteenth day prior to and conclude on the second day prior to such regular election, and (ii) consist of such days between and inclusive of such commencement and conclusion, except any legal holiday designated, appointed or recommended under section 1-4 of the general statutes, and at such times as provided in subdivision (1) of subsection (c) of section 9-174 of the general statutes, as amended by this act.

(2) (A) Subject to the provisions of subdivision (4) of this subsection, any eligible elector may vote prior to the day of a primary, other than a presidential preference primary, in accordance with the provisions of this section, during a period of early voting at each primary, other than a presidential preference primary, held on or after January 1, 2024.

***Substitute House Bill No. 5004***

(B) The period of early voting under subparagraph (A) of this subdivision shall (i) notwithstanding the provisions of section 9-2 of the general statutes, commence on the eighth day prior to and conclude on the second day prior to such primary, other than a presidential preference primary, and (ii) consist of such days between and inclusive of such commencement and conclusion, except any legal holiday designated, appointed or recommended under section 1-4 of the general statutes, and at such times as provided in subdivision (1) of subsection (c) of section 9-174 of the general statutes, as amended by this act.

(3) (A) Any eligible elector may vote prior to the day of a special election, in accordance with the provisions of this section, during a period of early voting at each special election held on or after January 1, 2024.

(B) Subject to the provisions of subdivision (4) of this subsection, any eligible elector may vote prior to the day of a presidential preference primary, in accordance with the provisions of this section, during a period of early voting at each presidential preference primary held on or after January 1, 2024.

(C) The period of early voting under subparagraph (A) or (B) of this subdivision shall (i) notwithstanding the provisions of section 9-2 of the general statutes, commence on the fifth day prior to and conclude on the second day prior to such special election or such presidential preference primary, except that such commencing and concluding days shall be adjusted to exclude from such period March 31, 2024, and any legal holiday designated, appointed or recommended under section 1-4 of the general statutes, and (ii) consist of four total days between and inclusive of such commencement and conclusion, as may be adjusted pursuant to subparagraph (A) of this subdivision, and at such times as provided in subdivision (2) of subsection (c) of section 9-174 of the general statutes, as amended by this act.

**Substitute House Bill No. 5004**

(4) (A) Notwithstanding the provisions of sections 9-19e, 9-23a, 9-26, 9-31a, 9-55, as amended by this act, 9-56 and 9-57 of the general statutes:

(i) In the case of an unaffiliated elector who wishes to vote during the period of early voting at a primary, such elector shall be eligible to so vote if such elector's application for enrollment with the political party holding such primary is filed with the registrars of voters by twelve o'clock noon on the business day immediately preceding the day on which such period of early voting commences.

(ii) In the case of a person who is not admitted as an elector and who wishes to vote during the period of early voting at a primary, such person shall be eligible to so vote if such person's application for admission as an elector and enrollment with the political party holding such primary is filed with the registrars of voters by twelve o'clock noon on the business day immediately preceding the day during such period of early voting on which such person offers to vote at such primary.

(B) Nothing in this section shall be construed to prevent an individual who enrolls in a political party during a period of early voting at a primary from voting by absentee ballot, if eligible, or in person on the day of such primary.

(b) (1) The registrars of voters of each municipality shall designate a location for the conduct of early voting, which location shall be the same for the duration of the period of early voting except as otherwise specified in this subdivision, provided (A) the registrars of voters have access to the state-wide centralized voter registration system from such location, and (B) such location is certified in writing to the Secretary of the State not later than one hundred twenty days prior to the day of a regular election or a primary, other than a presidential preference primary, or not later than twenty days prior to the day of a special election or a presidential preference primary. The written certification under subparagraph (B) of this subdivision shall provide (i) the name,

***Substitute House Bill No. 5004***

street address and relevant contact information associated with such location, (ii) the number of election or primary officials to be appointed by the registrars of voters to serve at such location and the roles of such officials, and (iii) a description of the design of such location and a plan for effective conduct of such early voting. The Secretary shall approve or disapprove such written certification not later than ninety days prior to the day of a regular election or a primary, other than a presidential preference primary, or not later than fifteen days prior to the day of a special election or a presidential preference primary. If the Secretary disapproves such certification, the Secretary shall provide, in writing, the reasons for such disapproval and shall issue an order for such corrective action as the Secretary deems necessary, including, but not limited to, the appointment of additional election or primary officials or the alteration of such design or plan. After having received approval of such certification or having complied with any order for corrective action to the Secretary's satisfaction, as applicable, the registrars of voters shall determine the site of such location designated for the conduct of early voting at least thirty-one days prior to a regular election or a primary, other than a presidential preference primary, or at least eleven days prior to a special election or a presidential preference primary. Such location shall not be changed within such period, except, if the municipal clerk and registrars of voters unanimously find that such location has been rendered unusable within such period, such clerk and registrars shall forthwith designate another location for the conduct of early voting to be used in place of the location so rendered unusable and shall give adequate notice that such location has been so changed. The provisions of sections 9-168d and 9-168e of the general statutes shall apply to such location designated for the conduct of early voting.

(2) In any municipality with a population of at least twenty thousand, the legislative body may hold a public hearing on whether to designate any additional location in such municipality for the conduct of early voting, which public hearing, if any, shall be held not later than fifteen

***Substitute House Bill No. 5004***

days prior to the time for designating any such location set forth in subdivision (1) of this subsection. Any legislative body holding such a public hearing shall properly notice such public hearing not later than ten days prior to such public hearing in a newspaper having general circulation in such municipality and on the Internet web site of the municipality. For any such municipality in which such a public hearing was not held, the legislative body thereof shall determine whether to designate any such additional location and shall notify the Secretary of the State with a detailed explanation for such determination. For any municipality in which such a public hearing was held, not later than three days after the conclusion of such public hearing, the legislative body thereof shall determine whether to designate any such additional location and shall notify the Secretary with a detailed explanation for such determination. If the legislative body determines that any such additional location be designated, the registrars of voters shall so designate such additional location and the provisions of subdivision (1) of this subsection shall apply to such additional location. The Secretary shall take no action on any detailed explanation submitted under this subdivision with regard to the number of additional locations designated in such a municipality, and shall preserve each such detailed explanation as a public record open to public inspection. For the purposes of this subdivision, "population" means the estimated number of people according to the most recent version of the State Register and Manual prepared pursuant to section 3-90 of the general statutes.

(3) At each location designated for the conduct of early voting, the registrars of voters shall provide to prospective electors during the early voting period the opportunity to apply for same-day election registration, in accordance with the procedures set forth in section 9-19j of the general statutes, as amended by this act, for such application and for the completion and processing of any such application.

(4) The registrars of voters shall appoint, for each day on which early

***Substitute House Bill No. 5004***

voting is conducted, a moderator and such other election or primary officials to serve at each location designated for such conduct. The moderator so appointed shall perform any duty required, and may exercise any power authorized, under title 9 of the general statutes related to such location. The registrars of voters may delegate to each other election or primary official so appointed any of the responsibilities assigned to the registrars of voters. The registrars of voters shall supervise each such official and train each such official to be an early voting election or primary official.

(c) Any elector who wishes to vote during a period of early voting at an election or primary, and is eligible to so vote at such election or primary, shall (1) appear in person at such times as provided in subsection (c) of section 9-174 of the general statutes, as amended by this act, at the location designated by the registrars of voters for early voting, (2) identify such elector as required by subsection (a) of section 9-261 of the general statutes, and (3) declare under oath that such elector has not previously voted in such election or primary, as provided in subsection (e) of this section.

(d) If the registrars of voters determine that an elector is eligible to vote in the election or primary, the registrars of voters shall check the state-wide centralized voter registration system before allowing such elector to cast an early voting ballot as provided in subsection (e) of this section.

(1) If the registrars of voters determine that the elector has not already voted, or if there is no report that the elector has already voted, the registrars shall allow such elector to vote.

(2) If the registrars of voters believe that the elector may have already voted, such matter shall be reviewed by the registrars of voters. After completion of such review, if a resolution of the matter cannot be made and such elector claims to have neither in fact voted nor offered to vote

**Substitute House Bill No. 5004**

in person or by absentee ballot, such elector may request a challenged ballot in accordance with section 9-232d of the general statutes and may cast such challenged ballot in accordance with section 9-232e of the general statutes. Such matter shall be reported to the State Elections Enforcement Commission, which shall conduct an investigation of the matter. The provisions of section 9-232f of the general statutes shall apply to any challenged ballot cast under this subdivision.

(e) If the elector is allowed to vote, the registrars of voters shall provide such elector with an early voting ballot and early voting envelope and shall make a record of such issuance. The elector shall complete an affirmation printed upon the back of the early voting envelope and shall declare under oath that the voter has not previously voted in the election or primary. The affirmation shall be in the form substantially as follows and signed by the voter:

AFFIRMATION: I, the undersigned, do hereby state, under penalty of false statement (perjury), that:

1. I am the elector appearing in person to vote at an election or primary prior to the day of such election or primary.
2. I am eligible to vote in the election or primary indicated for today.
3. I have identified myself to the satisfaction of the registrars of voters.
4. I have not voted in person or by absentee ballot and I will not vote otherwise than by this ballot at this election or primary.
5. I have received an early voting ballot for the purpose of so voting.

.... (Signature of voter)

(f) The elector shall forthwith mark the early voting ballot in the presence of the registrars of voters in such a manner that the registrars of voters shall not know how the early voting ballot is marked. The



***Substitute House Bill No. 5004***

elector shall place the early voting ballot in the early voting ballot envelope provided and deposit such envelope in a secured early voting ballot depository receptacle. At the conclusion of each day during the early voting period, the registrars of voters shall transport such receptacle containing such day's early voting ballots to the municipal clerk, who shall retain and securely store such ballots in as near a manner as possible to that for the retention and secure storage of absentee ballots, as provided in subsection (g) of this section, except that, if such manner is not practicable, then such early voting ballots shall be retained and securely stored as provided in an alternate plan submitted by the registrars of voters to the Secretary of the State and approved by the Secretary. On the day of the election or primary, the early voting ballots shall be delivered to the registrars of voters for the purpose of counting such ballots. A section of the head moderator's return shall show the number of early voting ballots received from electors. The registrars of voters shall seal a copy of the vote tally for early voting ballots in a depository envelope with the early voting ballots and store such early voting depository envelope with the other election or primary results materials. The early voting depository envelope shall be preserved by the registrars of voters for the period of time required to preserve counted ballots for elections or primaries.

(g) Except as provided in section 2 of this act, the provisions of title 9 of the general statutes and any regulation adopted under said title concerning procedures relating to the custody, control and counting of absentee ballots shall apply, as nearly as possible, to the custody, control and counting of early voting ballots under this section.

(h) (1) No person shall solicit on behalf of or in opposition to any candidate or on behalf of or in opposition to any question being submitted at the election or primary, or loiter or peddle or offer any advertising matter, ballot or circular to another person within a radius of seventy-five feet of any outside entrance in use as an entry to any

**Substitute House Bill No. 5004**

location designated by the registrars of voters for early voting or in any corridor, passageway or other approach leading from any such outside entrance to any such location or in any room opening upon any such corridor, passageway or approach.

(2) A person, including any candidate or any campaign or party employee or volunteer, may be within such radius of seventy-five feet (A) only for purposes related to the performance of such person's official duties or to the conduct of government business within such radius, (B) only for as long as necessary to perform such duties or conduct such business, and (C) provided such person is not engaged in any conduct described in subdivision (1) of this subsection.

(i) The provisions of subsections (a) to (h), inclusive, of this section shall not apply to any primary held for the purpose of choosing town committee members.

Sec. 2. (NEW) (*Effective July 1, 2023*) (a) Early voting ballots received by the municipal clerk prior to the day of an election or primary, and same-day election registration ballots received by the municipal clerk prior to the day of a regular election, shall be delivered by the municipal clerk to the registrars between six o'clock a.m. and ten o'clock a.m. on the day of the election or primary.

(b) The ballot counters for such early voting ballots and same-day election registration ballots shall proceed to the central counting location or to the respective polling places when counting is to take place pursuant to subsection (b) of section 9-147a of the general statutes at the time, between six o'clock a.m. and ten o'clock a.m. on the day of the election or primary, designated by the registrars of voters. At the time such ballots are delivered to the ballot counters pursuant to subsection (a) of this section, the ballot counters shall perform any checking of such ballots and proceed, as nearly as possible, as provided in section 9-150a of the general statutes.

**Substitute House Bill No. 5004**

Sec. 3. Section 9-174 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) Notwithstanding [the provisions of any general statute,] any provision of the general statutes or any special act or municipal charter, at any regular election, or at any special election held to fill a vacancy in a state, district or municipal office, the polls on the day of such election shall remain open for voting from six o'clock a.m. until eight o'clock p.m. No elector shall be permitted to cast such elector's vote after the hour prescribed for the closing of the polls in any election unless such elector is in line at eight o'clock p.m. An election official or a police officer of the municipality, who is designated by the moderator, shall be placed at the end of the line at eight o'clock p.m. Such official or officer shall not allow any electors who were not in such line at eight o'clock p.m. to enter such line.

(b) Notwithstanding [the provisions of any general statute,] any provision of the general statutes or any special act or municipal charter, at any regular election, each location designated for [election day] same-day election registration pursuant to subsection (c) of section 9-19j, as amended by this act, shall, on election day, as defined in said section, remain open for [election day] registration and voting from six o'clock a.m. until eight o'clock p.m. No applicant for [election day] same-day election registration shall be admitted as an elector or permitted to cast such applicant's vote after the hour prescribed for the closing of the location designated for such purposes [in any regular] on election day unless such applicant is in line at eight o'clock p.m. An election official or a police officer of the municipality, who is appointed by the registrars of voters, shall be placed at the end of the line at eight o'clock p.m. Such official or officer shall not allow any applicants who were not in such line at eight o'clock p.m. to enter such line.

(c) (1) Notwithstanding any provision of the general statutes or any special act or municipal charter, at any regular election and any primary,

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other than a presidential preference primary, held on or after January 1, 2024, each location designated for the conduct of early voting pursuant to subsection (b) of section 1 of this act or for same-day election registration pursuant to subsection (c) of section 9-19j, as amended by this act, shall, during the early voting period, remain open from ten o'clock a.m. to six o'clock p.m., except that such location shall remain open from eight o'clock a.m. to eight o'clock p.m. on the last Tuesday and Thursday prior to the election or primary.

(2) Notwithstanding any provision of the general statutes or any special act or municipal charter, at any special election and any presidential preference primary held on or after January 1, 2024, each location designated for the conduct of early voting pursuant to subsection (b) of section 1 of this act shall, during the early voting period, remain open from ten o'clock a.m. to six o'clock p.m.

(3) No voter shall be permitted to cast such voter's vote after the hour prescribed for the closing of the location designated for early voting at any election or primary under subdivision (1) or subdivision (2) of this subsection unless such voter is in line at such prescribed hour. An election or primary official or a police officer of the municipality, who is appointed by the registrars of voters, shall be placed at the end of the line at such prescribed hour. Such official or officer shall not allow any voters who were not in such line at such prescribed hour to enter such line.

Sec. 4. Subsection (a) of section 9-174a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) For each municipality, the registrars of voters, in consultation with the municipal clerk, shall create an emergency contingency plan for elections, primaries and referenda to be held within such municipality, including the conduct of early voting, as provided in section 1 of this

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act, at such elections and primaries held on or after January 1, 2024. Such plan shall include, but not be limited to, (1) solutions for ballot or envelope shortages, and (2) strategies to implement in the event of (A) a shortage or absence of [poll workers] election or primary officials at the polling place or the location designated for early voting, as applicable, (B) a loss of power, (C) a fire or the sounding of an alarm within a polling place or a location designated for early voting, (D) voting machine malfunctions, (E) a weather or other natural disaster, (F) the need to remove [a poll worker or moderator] an election or primary official and to replace such [worker or moderator] official, and (G) disorder in and around the polling place or the location designated for early voting.

Sec. 5. Section 9-19j of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) As used in [this subsection and subsections (b) to (i), inclusive, of] this section: [, "election day"]

(1) "Election day" means the day on which a regular election, as defined in section 9-1, as amended by this act, is held; and

(2) "Same-day election registration" means admission as an elector during the period of early voting at a regular election, as provided in section 1 of this act, or on election day.

(b) Notwithstanding the provisions of this chapter, a person who (1) is (A) not an elector, or (B) an elector registered in a municipality who wishes to change such elector's registration to another municipality pursuant to the provisions of subdivision (2) of subsection (e) of this section, and (2) meets the eligibility requirements under subsection (a) of section 9-12, may apply for [admission as an elector on election day] same-day election registration pursuant to the provisions [of subsections (a) to (i), inclusive,] of this section.

(c) (1) The registrars of voters shall designate a location for the

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completion and processing of [election day registration applications on election day] same-day election registrations on election day, provided (A) the registrars of voters [shall] have access to the state-wide centralized voter registration system from such location, and (B) such location [shall be] is certified in writing to the Secretary of the State not later than [thirty-one] forty-five days before election day. The written certification under subparagraph (B) of this subdivision shall (i) include the name, street address and relevant contact information associated with such location, (ii) list the name and address of each election official who shall be appointed by the registrars of voters to serve at such location, if any, and (iii) provide a description of the design of such location and a plan for effective completion and processing of such applications. The Secretary shall approve or disapprove such written certification not later than [fifteen] twenty-nine days before election day and may require the registrars of voters to appoint one or more additional election officials or alter such design or plan.

(2) The [registrars of voters] legislative body of the municipality may apply to the Secretary of the State not later than [sixty] seventy-four days before election day, in a form and manner prescribed by the Secretary, to designate any additional location for the completion and processing of [election day] same-day election registration applications on election day. The Secretary shall approve or disapprove such application not later than [forty-five] fifty-nine days before election day. If the Secretary approves such application, the registrars of voters may so designate any such additional location. The provisions of subdivision (1) of this subsection shall apply to any such additional location.

(3) The registrars of voters may delegate to each election official appointed pursuant to subdivision (1) of this subsection [, if any,] any of the responsibilities assigned to the registrars of voters. The registrars of voters shall supervise each such election official and train each such [election] official to be [an election day registration election] a same-day

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election official.

(d) Any person applying [to register on election day] for same-day election registration under the provisions [of subsections (a) to (i), inclusive,] of this section shall make application in accordance with the provisions of section 9-20, provided (1) (A) on election day, the applicant shall appear in person not later than eight o'clock p.m., in accordance with subsection (b) of section 9-174, as amended by this act, at the location designated by the registrars of voters for [election day registration] same-day election registration, and (B) during the period of early voting prior to election day, the applicant shall appear in person at such times as provided in subdivision (1) of subsection (c) of section 9-174, as amended by this act, at such location, (2) an applicant who is a student enrolled at an institution of higher education may submit a current photo identification card issued by such institution in lieu of the identification required by section 9-20, and (3) the applicant shall declare under oath that the applicant has not previously voted in the election, as provided in subsection (f) of this section. If the information that the applicant is required to provide under section 9-20 and [subsections (a) to (i), inclusive, of] this section does not include proof of the applicant's residential address, the applicant shall also submit identification that shows the applicant's bona fide residence address, including, but not limited to, a learner's permit issued under section 14-36 or a utility bill that has the applicant's name and current address and that has a due date that is not later than thirty days after the election or, in the case of a student enrolled at an institution of higher education, a registration or fee statement from such institution that has the applicant's name and current address.

(e) If the registrars of voters determine that an applicant satisfies the application requirements set forth in subsection (d) of this section, the registrars of voters shall check the state-wide centralized voter registration system before admitting such applicant as an elector.

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(1) If the registrars of voters determine that the applicant is not already an elector, the registrars of voters shall admit the applicant as an elector and the privileges of an elector shall attach immediately.

(2) If the registrars of voters determine that such applicant is an elector in another municipality and such applicant [states that he or she] wants to change the municipality in which the applicant is an elector, notwithstanding the provisions of section 9-21, the registrars of voters of the municipality in which such elector now seeks to register shall immediately notify the registrars of voters in such other municipality that such elector is changing the municipality in which the applicant is an elector. The registrars of voters in such other municipality shall notify the election officials in such municipality to remove such elector from the official voter list of such municipality. Such election officials shall cross through the elector's name on such official voter list and mark "off" next to such elector's name on such official voter list.

(A) If it is reported that such applicant already voted in such other municipality, the registrars of voters of such other municipality shall immediately notify the registrars of voters of the municipality in which such elector now seeks to register. In such event, such elector shall not receive [an election day] a same-day election registration ballot from the registrars of voters of the municipality in which such elector now seeks to register. For any such elector, the [election day] same-day election registration process shall cease in the municipality in which such elector now seeks to register and such matter shall be reviewed by the registrars of voters in the municipality in which such elector now seeks to register. After completion of such review, if a resolution of the matter [can not] cannot be made, such matter shall be reported to the State Elections Enforcement Commission which shall conduct an investigation of the matter.

(B) If there is no such report that such applicant already voted in the other municipality, the registrars of voters of the municipality in which



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the applicant seeks to register shall admit the applicant as an elector and the privileges of an elector shall attach immediately.

(f) If the applicant is admitted as an elector, the registrars of voters shall provide the elector with [an election day] a same-day election registration ballot and [election day] same-day election registration envelope and shall make a record of such issuance. The elector shall complete an affirmation imprinted upon the back of the same-day election registration envelope [for an election day registration ballot] and shall declare under oath that the applicant has not previously voted in the election. The affirmation shall be in the form substantially as follows and signed by the voter:

AFFIRMATION: I, the undersigned, do hereby state, under penalty of false statement, (perjury) that:

1. I am the person admitted here as an elector in the town indicated.
2. I am eligible to vote in the election indicated for today in the town indicated.
3. The information on my voter registration card is correct and complete.
4. I reside at the address that I have given to the registrars of voters.
5. If previously registered at another location, I have provided such address to the registrars of voters and hereby request cancellation of such prior registration.
6. I have not voted in person or by absentee ballot and I will not vote otherwise than by this ballot at this election.
7. I completed an application for [an election day] a same-day election registration ballot and received [an election day] a same-day election registration ballot.

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.... (Signature of voter)

(g) The elector shall forthwith mark the [election day] same-day election registration ballot in the presence of the registrars of voters in such a manner that the registrars of voters shall not know how the [election day] same-day election registration ballot is marked. The elector shall place the [election day] same-day election registration ballot in the [election day] same-day election registration ballot envelope provided, and deposit such envelope in a secured [election day] same-day election registration ballot depository receptacle. At the conclusion of each day during the early voting period, the registrars of voters shall transport such receptacle containing such day's same-day election registration ballots to the municipal clerk, who shall retain and securely store such ballots in as near a manner as possible to that for the retention and secure storage of absentee ballots, as provided in subsection (h) of this section, except that, if such manner is not practicable, such same-day election registration ballots shall be retained and securely stored as provided in an alternate plan submitted by the registrars of voters to the Secretary of the State and approved by the Secretary. On election day, the previously retained and securely stored same-day election registration ballots shall be delivered to the registrars of voters and, at the time designated by the registrars of voters and noticed to election officials, the registrars of voters shall transport such receptacle containing the [election day] same-day election registration ballots received on such election day to the central location or polling place, pursuant to subsection (b) of section 9-147a, where absentee ballots are counted and such [election day] same-day election registration ballots shall be counted by the election officials present at such central location or polling place. A section of the head moderator's return shall show the number of [election day] same-day election registration ballots received from electors. The registrars of voters shall seal a copy of the vote tally for [election day] same-day election registration ballots in a depository envelope with the [election day]

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same-day election registration ballots and store such [election day] same-day election registration depository envelope with the other election results materials. The [election day] same-day election registration depository envelope shall be preserved by the registrars of voters for the period of time required to preserve counted ballots for elections.

(h) [The] Except as provided in section 2 of this act, the provisions of [the general statutes and regulations] title 9 and any regulation adopted under said title concerning procedures relating to the custody, control and counting of absentee ballots shall apply, as nearly as possible, to the custody, control and counting of [election day] same-day election registration ballots under [subsections (a) to (i), inclusive, of] this section.

(i) After the acceptance of [an election day] a same-day election registration, the registrars of voters shall forthwith send a registration confirmation notice to the residential address of each applicant who [is] was admitted as an elector on election day [under subsections (a) to (i), inclusive, of] or during the period of early voting prior to election day under this section. Such confirmation shall be sent by first class mail with instructions on the envelope that it be returned if not deliverable at the address shown on the envelope. If a confirmation notice is returned undelivered, the registrars shall forthwith take the necessary action in accordance with section 9-35 or 9-43, as applicable, notwithstanding the May first deadline in section 9-35.

(j) (1) No person shall solicit [in] on behalf of or in opposition to [the candidacy of another or himself or herself or in] any candidate or on behalf of or in opposition to any question being submitted at the election, or loiter or peddle or offer any advertising matter, ballot or circular to another person within a radius of seventy-five feet of any outside entrance in use as an entry to any location designated by the registrars of voters for [election day] same-day election registration

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balloting or in any corridor, passageway or other approach leading from any such outside entrance to any such location or in any room opening upon any such corridor, passageway or approach.

(2) A person, including any candidate or any campaign or party employee or volunteer, may be within such radius of seventy-five feet (A) only for purposes related to the performance of such person's official duties or to the conduct of government business within such radius, (B) only for as long as necessary to perform such duties or conduct such business, and (C) provided such person is not engaged in any conduct described in subdivision (1) of this subsection.

Sec. 6. Subsection (a) of section 9-225 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) (1) Except as provided in subdivision (2) of this subsection, the town clerk or assistant town clerk of each town shall warn the electors therein to meet on the Tuesday following the first Monday in November in the even-numbered years, at six o'clock a.m., which warning shall be given by publication (A) in a newspaper having a general circulation in such town, or towns in the case of a joint publication under subsection (b) of this section, not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at such election, and (B) on such town's Internet web site, not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at such election. The clerk in each town shall, in the warning for such election, give notice of (i) the time and the location of each polling place in the town, (ii) in towns divided into voting districts, the time and the location of each polling place in each district, [and] (iii) the time and the [location] site of each location designated for [election day] same-day election registration in the town, and (iv) the time and the site of each location designated for the conduct of early voting, at which such election will be held. The town clerk shall record

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each such warning.

(2) For the state election in 2020, and any election held pursuant to section 9-211, 9-212, 9-215 or 9-218 on or after June 23, 2021, but prior to November 3, 2021, the warning under subsection (a) of this section shall be given not more than seven nor less than four days previous to holding such election.

Sec. 7. Subsection (a) of section 9-226 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) The warning of each municipal election shall specify the objects for which such election is to be held. Except as provided in subsection (b) of this section, notice of a town election shall be given by the town clerk or assistant town clerk, by publishing a warning (1) in a newspaper published in such town or having a general circulation therein, such publication to be not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at the election, and (2) on such town's Internet web site, such publication to be not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at the election. The town clerk in each town shall, in the warning for such election, give notice of (A) the time and the location of each polling place in the town, (B) in towns divided into voting districts, the time and the location of each polling place in each district, [and] (C) the time and the [location] site of each location designated for [election day] same-day election registration, and (D) the time and the site of each location designated for the conduct of early voting, in the town. The town clerk shall record each such warning. Except as provided in subsection (b) of this section, notice of an election of a city or borough shall be given by publishing a warning (i) in a newspaper published within the limits of such city or borough or having a general circulation therein, not more than fifteen nor less than five days previous to [holding] the commencement of the

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period of early voting at the election, and (ii) on the Internet web site of such city or borough, or the town having such city or borough within such town's limits, not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at the election, which warning shall include notice of (I) the time and the location of each polling place in such city or borough, (II) in cities and boroughs divided into voting districts, the time and the location of each polling place in each district, [and] (III) the time and the [location] site of each location designated for [election day registration] same-day election registration in such city or borough, and (IV) the time and the site of each location designated for the conduct of early voting in such city or borough.

Sec. 8. Subsections (a) to (c), inclusive, of section 9-255a of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) The registrars of voters and municipal clerk from each municipality shall jointly certify, in writing, to the Secretary of the State the number of ballots for each polling place in the municipality that have been ordered for each election or primary to be held within such municipality. Such registrars and clerk shall also so certify the number of ballots for each location designated for the conduct of early voting in the municipality that have been ordered for each election or primary held on or after January 1, 2024. Such certification shall be on a form provided by the Secretary that shall have questions, including, but not limited to, those pertaining to the historical turnout for each such polling place or location, as applicable, in the municipality for the past four elections or primaries of similar nature to the election or primary to be held. The registrars of voters and municipal clerk shall include as part of any such certification any other relevant factors that may be unique to each such polling place or location in their municipality. Such certification shall be provided to the Secretary not later than thirty-one

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days prior to the commencement of the period of early voting at an election or twenty-one days prior to the commencement of the period of early voting at a primary.

(b) If the registrars of voters and municipal clerk of a municipality do not jointly submit the certification as set forth in subsection (a) of this section, such registrars of voters and municipal clerk shall order a number of ballots equal to the total number of registered voters in their municipality for such election or primary.

(c) The registrars of voters and municipal clerk may jointly apply to the Secretary of the State for a waiver of the requirements of subsections (a) and (b) of this section. Such waiver request shall be submitted to the Secretary of the State, in writing, not later than the forty-fifth day before the commencement of the period of early voting at the election or the thirtieth day before the commencement of the period of early voting at the primary to be held and shall demonstrate good cause for such waiver. Not later than five days after receipt of such waiver request, the Secretary shall notify, in writing, the municipal clerk requesting a waiver, of the Secretary's response.

Sec. 9. Section 9-373a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

Any person desiring to be a write-in candidate for any state, district or municipal office to be filled at any regular election shall register his candidacy with the Secretary of the State on a form prescribed by the Secretary. The registration shall include the candidate's name and address, the designation and term of the office sought, a statement of consent to the candidacy, and any other information which the Secretary deems necessary. In the case of a write-in candidacy for the office of Governor or Lieutenant Governor, the registration shall include a candidate for each of those offices, or shall be void. The registration shall not include a designation of any political party. The registration shall be

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filed with the Secretary not more than ninety days prior to the election at which the office is to be filled and not later than four o'clock p.m. on the fourteenth day preceding the commencement of the period of early voting at the election, or the registration shall be void. No person nominated for an office by a major or minor party or by nominating petition shall register as a write-in candidate for that office under the provisions of this section, and any registration of a write-in candidacy filed by such a person shall be void. Notwithstanding any provision of this section to the contrary, any person desiring to be a write-in candidate for the municipal office of town meeting member in any town having a representative town meeting which has seventy-five or more members shall register his candidacy with the town clerk of such town not later than the last business day preceding the commencement of the period of early voting at such election. A person may register as a write-in candidate for a district or municipal office if such person's name appears on the last-completed registry list of the district or municipality represented by such office, as the case may be. A person may register as a write-in candidate for a state office if such person's name appears on the last-completed registry list of the state.

Sec. 10. Subsections (a) and (b) of section 9-224b of the general statutes are repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) Except as provided in subsection (b) of this section, in order to be a valid write-in candidate in a special election called to fill a vacancy in a state, district or municipal office, a person shall register with the Secretary of the State not earlier than ninety days before such election and not later than the end of the business day on the fourteenth day preceding the commencement of the period of early voting at such election.

(b) In order to be a valid write-in candidate in a special election called to fill a vacancy in the municipal office of town meeting member in any



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town having a representative town meeting which has seventy-five or more members, a person shall register with the town clerk of such town not earlier than ninety days preceding such election and not later than the last business day preceding the commencement of the period of early voting at the election.

Sec. 11. Section 9-329b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) At any time prior to a primary held before January 1, 2024, and pursuant to sections 9-423, 9-425 and 9-464, or a special act, or prior to any election held before January 1, 2024, the Superior Court may issue an order removing a candidate from a ballot where it is shown that [said] such candidate is improperly on the ballot.

(b) At any time prior to the commencement of the period of early voting at a primary held on or after January 1, 2024, and pursuant to sections 9-423, 9-425 and 9-464, or a special act, or prior to the commencement of the period of early voting at any election held on or after January 1, 2024, the Superior Court may issue an order removing a candidate from a ballot where it is shown that such candidate is improperly on the ballot.

Sec. 12. Section 9-460 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

If any party has nominated a candidate for office, or, on and after November 4, 1981, if a candidate has qualified to appear on any ballot by nominating petition under a reserved party designation, in accordance with the provisions of this chapter, and such nominee thereafter, but prior to forty-six days before the opening of the polls on the day of the election for which such nomination has been made, dies, withdraws such nominee's name or for any reason becomes disqualified to hold the office for which such nominee has been nominated (1) such

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party or, on and after November 4, 1981, the party designation committee may make a nomination to fill such vacancy or provide for the making of such nomination as its rules prescribe, and (2) if another party that is qualified to nominate a candidate for such office does not have a nominee for such office, such party may also nominate a candidate for such office as its rules prescribe. No withdrawal, and no nomination to replace a candidate who has withdrawn, under this section shall be valid unless the candidate who has withdrawn has filed a letter of withdrawal signed by such candidate with the Secretary of the State in the case of a state or district office or the office of state senator or state representative from any district, or with the municipal clerk in the case of a municipal office other than state senator or state representative. A copy of such candidate's letter of withdrawal to the municipal clerk shall also be filed with the Secretary of the State. No nomination to fill a vacancy under this section shall be valid unless it is certified to the Secretary of the State in the case of a state or district office or the office of state senator or state representative from any district, or to the municipal clerk in the case of a municipal office other than state senator or state representative, by the organization or committee making such nomination, at least forty-two days before the opening of the polls on the day of the election, except as otherwise provided by this section. If a nominee dies within forty-six days before the election, but prior to twenty-four hours before the [opening of the polls on the day of] commencement of the period of early voting at the election for which such nomination has been made, the vacancy may be filled in the manner prescribed in this section by two o'clock p.m. of the day before the [election] first day of such period of early voting with the municipal clerk or the Secretary of the State, as the case may be. If a nominee dies within twenty-four hours before the [opening of the polls] commencement of the period of early voting at the election and prior to the close of the polls on the day of the election for which such nomination has been made, such nominee shall not be replaced and the votes cast for such nominee shall be canvassed and counted, and if such

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nominee receives a plurality of the votes cast, a vacancy shall exist in the office for which the nomination was made. The vacancy shall then be filled in a manner prescribed by law. A copy of such certification to the municipal clerk shall also be filed with the Secretary of the State. Such nomination to fill a vacancy due to death or disqualification shall include a statement setting forth the reason for such vacancy. If at the time such nomination is certified to the Secretary of the State or to the municipal clerk, as the case may be, the ballots have already been printed, the Secretary of the State shall direct the municipal clerk in each municipality affected to (A) have the ballots reprinted with the nomination thus made included thereon, (B) cause printed stickers to be affixed to the ballots so that the name of any candidate who has died, withdrawn or been disqualified is deleted and the name of any candidate chosen to fill such vacancy appears in the same position as that in which the vacated candidacy appeared, or (C) cause blank stickers to be so affixed if the vacancy is not filled.

Sec. 13. Section 9-426 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) If only one candidacy has been filed by a person other than a party-endorsed candidate for the nomination by a political party to a particular office and the candidate whose candidacy has been so filed thereafter, but prior to the [opening of the polls] commencement of the period of early voting at such primary, dies, withdraws his name from nomination or for any reason becomes disqualified to hold the office for which he is a candidate, no primary shall be held for the nomination of such party to that office and the party-endorsed candidate for such office shall be deemed to have been lawfully chosen in the same manner and to the same extent as is provided in sections 9-382 to 9-450, inclusive, in the case where no candidacy other than a party-endorsed candidacy has been filed.

(b) If candidacies have been filed by only one group of persons other

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than party-endorsed candidates for election to a town committee, and the candidates whose candidacies have been so filed thereafter, but prior to the opening of the polls at such primary, die, withdraw their names from nomination or for any reason become disqualified to hold the positions for which they are candidates, so as to render the number of candidacies so filed less than twenty-five per cent of the number of town committee members to be elected by such party either in the municipality or in the political subdivision, as the case may be, no primary shall be held for those positions and the party-endorsed candidates for such positions shall be deemed to have been lawfully chosen in the same manner and to the same extent as is provided in sections 9-382 to 9-450, inclusive, in the case where no candidacies other than party-endorsed candidacies have been filed.

(c) If any person on a slate, prior to the [opening of the polls] commencement of the period of early voting at such primary, dies, withdraws his name from nomination or for any reason becomes disqualified to hold the position for which he is a candidate, such partial slate shall appear on the ballot at the primary and, if such partial slate wins, then the remaining members may fill the vacancy. If only one such slate other than a slate of party-endorsed candidates has been filed for election and prior to the [opening of the polls] commencement of the period of early voting at such primary each of the persons on such slate dies, withdraws or becomes disqualified, no primary shall be held for those positions and the party-endorsed candidates for those positions shall be deemed to have been lawfully chosen in the same manner and to the same extent as is provided in sections 9-382 to 9-450, inclusive, in the case where no candidacies other than party-endorsed candidacies have been filed.

Sec. 14. Section 9-428 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) If a party-endorsed candidate [for nomination to an office or] for

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election to the position of town committee member, prior to twenty-four hours before the opening of the polls at the primary, dies or, prior to ten days before the day of such primary, withdraws his name from nomination or for any reason becomes disqualified to hold the [office or] position for which he is a candidate, the state central committee, the town committee or other authority of the party which endorsed such candidate may make an endorsement to fill such vacancy or provide for the making of such endorsement, in such manner as is prescribed in the rules of such party, and certify to the registrar and municipal clerk or to the Secretary of the State, as the case may be, the name of the person so endorsed. If such certification is made at least twenty-four hours prior to the opening of the polls at the primary, in the case of such an endorsement to replace a candidate who has died, or at least seven days before the day of such primary, in the case of such an endorsement to replace a candidate who has withdrawn or become disqualified, such person so endorsed shall run in the primary as the party-endorsed candidate, except as provided in sections 9-416 and 9-417. If such certification of another party-endorsed candidate has been made within the time specified in this section, and if the ballots have already been printed and the names of the candidates for such [office or] position appear on the ballots, the Secretary of the State or the registrar, as the case may be, shall direct the clerk of each municipality holding such primary to have the ballots reprinted with the name of the person so certified included thereon; provided, in the case of such an endorsement to replace a candidate who has died, if such certification has been made less than ninety-six hours but at least twenty-four hours prior to the opening of the polls at the primary, such Secretary or registrar shall direct such clerk to have stickers printed and inserted upon the ballots, having the name of the person so certified appearing thereon, and the moderator in each polling place shall cause such stickers to be pasted on the ballots before the opening of the polls at such primary.

(b) If a party-endorsed candidate for nomination to an office, prior to

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twenty-four hours before the commencement of the period of early voting at the primary, dies or, prior to ten days before the first day of such period of early voting, withdraws his name from nomination or for any reason becomes disqualified to hold the office for which he is a candidate, the state central committee, the town committee or other authority of the party which endorsed such candidate may make an endorsement to fill such vacancy or provide for the making of such endorsement, in such manner as is prescribed in the rules of such party, and certify to the registrar and municipal clerk or to the Secretary of the State, as the case may be, the name of the person so endorsed. If such certification is made at least twenty-four hours prior to the commencement of the period of early voting at the primary, in the case of such an endorsement to replace a candidate who has died, or at least seven days before the first day of such period of early voting, in the case of such an endorsement to replace a candidate who has withdrawn or become disqualified, such person so endorsed shall run in the primary as the party-endorsed candidate, except as provided in sections 9-416 and 9-417. If such certification of another party-endorsed candidate has been made within the time specified in this section, and if the ballots have already been printed and the names of the candidates for such office appear on the ballots, the Secretary of the State or the registrar, as the case may be, shall direct the clerk of each municipality holding such primary to have the ballots reprinted with the name of the person so certified included thereon; provided, in the case of such an endorsement to replace a candidate who has died, if such certification has been made less than ninety-six hours but at least twenty-four hours prior to the commencement of the period of early voting at the primary, such Secretary or registrar shall direct such clerk to have stickers printed and inserted upon the ballots, having the name of the person so certified appearing thereon, and the moderator in each polling place shall cause such stickers to be pasted on the ballots before the opening of the polls at such primary.

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Sec. 15. Section 9-429 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) If, prior to the opening of the polls at a primary [for nomination to an office or] for election of town committee members, such a number of candidates have died, withdrawn their names or become ineligible, and have not been replaced as permitted in sections 9-426, as amended by this act, and 9-428, as amended by this act, as to render the total number of candidates for such [office or] position no greater than the number to be [nominated to such office or] elected to such positions, the primary shall not be held, and each of the party-endorsed and other candidates shall be deemed to have been lawfully [nominated to such office or] elected to such positions.

(b) If, prior to the commencement of the period of early voting at a primary for nomination to an office, such a number of candidates have died, withdrawn their names or become ineligible, and have not been replaced as permitted in sections 9-426, as amended by this act, and 9-428, as amended by this act, as to render the total number of candidates for such office no greater than the number to be nominated to such office, the primary shall not be held, and each of the party-endorsed and other candidates shall be deemed to have been lawfully nominated to such office.

Sec. 16. Subsection (b) of section 9-55 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(b) If a political party authorizes unaffiliated electors to vote in a primary, under section 9-431, and a notice of primary is published, the registrars shall cause a list of all unaffiliated electors eligible to vote in the primary to be printed before the commencement of the period of early voting at such primary. If unaffiliated electors are authorized to vote in only one party's primary and are authorized to vote for all offices

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to be contested at the primary, the registrars may print the list of unaffiliated electors in combination with such party's enrollment list, indicating party affiliation where applicable.

Sec. 17. Section 9-217 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

The Secretary of the State shall provide to the clerk of the municipality in which such election is to be held a list of the candidates of each party for such office by the thirty-fourth day before the commencement of the period of early voting at such special election.

Sec. 18. Subsection (b) of section 9-4a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(b) The voter guide shall contain:

(1) The date of the state election and the hours the polls will be open, and the dates of the period of early voting at such state election and the hours the locations designated for the conduct of early voting will be open;

(2) The name, party affiliation and contact information of each candidate who is nominated or qualifies as a petitioning candidate for election to the office of President of the United States, Vice-President of the United States, senator in Congress, representative in Congress, Governor, Lieutenant Governor, Attorney General, State Treasurer, State Comptroller, Secretary of the State, state senator or state representative at the state election. As used in this section, "contact information" means any or all of the following information received by the Secretary of the State in the course of the secretary's elections duties or by the Federal Election Commission: A candidate's campaign mailing address, telephone number, facsimile number, electronic mail address and web site. The voter guide may provide contact information for a



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candidate for the office of President of the United States, Vice-President of the United States, senator in Congress or representative in Congress by an electronic link to such information on the Federal Election Commission's web site;

(3) The following three maps produced pursuant to the most recent decennial reapportionment of General Assembly and Connecticut congressional districts: One map showing the boundaries of state senatorial districts, one map showing the boundaries of state house of representatives districts and one map showing the boundaries of state congressional districts;

(4) A description of each office to be filled at the state election;

(5) An absentee ballot application in printable format;

(6) Instructions regarding voting by absentee ballot;

(7) Information on the procedure for registering to vote;

(8) A voter registration application in printable format;

(9) The full text of each proposed constitutional amendment that will appear on the ballot at the state election;

(10) The explanatory text as to the content and purpose of each such proposed constitutional amendment, which is prepared by the Office of Legislative Research pursuant to section 2-30a; and

(11) The text of the Voter's Bill of Rights set forth in section 9-236b.

Sec. 19. (NEW) (*Effective from passage*) (a) The Secretary of the State shall develop and conduct a state-wide public awareness campaign to educate the public regarding the availability of early voting at elections and primaries and to provide information to the public concerning such early voting, including, but not limited to, the number of days of early

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voting prior to an election or primary, the hours for early voting during such days and the procedures for casting a ballot at locations designated for the conduct of early voting.

(b) The Secretary of the State shall develop an early voting procedure manual, which shall include, but need not be limited to, a model plan for the designation and staffing of locations for the conduct of early voting, and shall revise such procedure manual as necessary in accordance with changes in the law relating to the conduct of early voting. The Secretary shall distribute such procedure manual, and any revision to such procedure manual, to each registrar of voters and municipal clerk and shall publish such procedure manual, and any such revision, on the Internet web site of the office of the Secretary of the State.

Sec. 20. Section 9-235e of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

Except as otherwise provided in this section, the Secretary of the State, or the Secretary's designee, shall be allowed access to each polling place or location designated for the conduct of early voting within the state during any municipal, state or federal election, primary or recanvass for the purpose of reviewing [each] any such polling place or location and any such recanvass for compliance with state and federal law. If the Secretary is a candidate on the ballot for any election or primary at a polling place or location designated for the conduct of early voting, only the Secretary's designee may access such polling place or location pursuant to the provisions of this section.

Sec. 21. Subsection (a) of section 9-6c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) Two or more municipalities may jointly perform any function that

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each municipality is required to perform individually under this title, except conduct early voting pursuant to section 1 of this act, by entering into an agreement pursuant to this section. Any such agreement shall be negotiated and shall contain all provisions upon which each participating municipality agrees. Any such agreement shall establish a process for amendment of, termination of and withdrawal from such agreement. Any proposed agreement shall be submitted to the legislative body of each participating municipality for a vote to ratify or reject such agreement. The legislative body of each participating municipality shall provide an opportunity for public comment prior to any such vote. For purposes of this section, providing an opportunity for public comment does not require a legislative body to conduct a public hearing.

Sec. 22. Subsection (c) of section 9-50b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(c) Not later than sixty days after each election or primary, the registrars of voters shall update the state-wide centralized voter registration system and indicate whether the eligible voters on the official registry list for such election or primary voted and, if so, if they voted in person on the day of such election or primary, in person during the period of early voting at such election or primary or by absentee ballot.

Sec. 23. Subsection (y) of section 9-1 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(y) "The last session for admission of electors prior to an election" means the day which is the [seventh] eighteenth day prior to an election.

Sec. 24. Subsection (a) of section 9-17 of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1,*

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2023):

(a) For the purposes of this section, "primary day" means the day that a primary for state, district and municipal offices is being held in accordance with section 9-423, and "election day" means the day of each regular election. (1) The registrars of voters of each town shall hold sessions to examine the qualifications of electors and admit those found qualified on the dates and at the times set forth in this section. Such sessions shall be held on the following days during the hours indicated, except as provided in subdivision (2) of this subsection:

| Day   | Hours  |
|---|--|
| [ <del>Fourteenth</del> ] <u>Eighteenth</u> day<br>before primary day ..... | any two hours between<br>5:00 p.m. and 9:00 p.m. |
| [ <del>Seventh</del> ] <u>Eighteenth</u> day<br>before election day .....   | 9:00 a.m. to 8:00 p.m.                           |

The session of the registrars of voters on the [~~seventh~~] eighteenth day before election day shall be the last session for admission of electors prior to an election, as defined in subsection (y) of section 9-1, as amended by this act. (2) No town having a population of less than twenty-five thousand persons shall be required to hold sessions for admission of electors on the [~~fourteenth~~] eighteenth day before primary day.

Sec. 25. Subsection (f) of section 9-19k of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(f) If an applicant registers to vote pursuant to the provisions of this section after the [~~seventh~~] eighteenth day before an election or after the [~~fifth~~] eighteenth day before a primary, the privileges of an elector shall not attach until the day after such election or primary, as the case may

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be. In such event, the registrars of voters may contact such applicant, either by telephone or mail, in order to inform such applicant of the effect of such late received application and any applicable deadline for applying for admission in person. Nothing in this subsection shall be construed to prevent an individual from (1) applying to be admitted as an elector pursuant to section 9-19j, as amended by this act, during a period of early voting at an election, or (2) subject to the provisions of subdivision (4) of subsection (a) of section 1 of this act, applying to be enrolled in a political party during a period of early voting at a primary.

Sec. 26. Subsections (c) and (d) of section 9-23g of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(c) Forthwith upon receipt of a registration application in the office of the registrars of voters, the registrar shall mark such date on the application and review the application to determine whether the applicant has properly completed it and is legally qualified to register. Forthwith upon completing his review, the registrar shall (1) indicate on the application whether the application has been accepted or rejected, (2) mail a notice to the applicant, (3) indicate on the application the date on which such notice is mailed, and (4) provide a copy of such notice to the other registrar. If the registrar determines that the applicant has not properly completed the application or is not legally qualified to register, the notice shall indicate that the application has been rejected and shall state any reason for rejection. If the registrar determines that the applicant has properly completed the application and is legally qualified to register, the notice shall indicate that the application has been accepted. A notice of acceptance or a notice of rejection shall be sent (A) not later than four days after receipt of an application during the period beginning on the [forty-ninth] sixtieth day before an election and ending on the [twenty-first] thirty-second day before such election, (B) on the day of receipt of an application if it is received (i) during the

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period beginning on the [twentieth] thirty-first day before such election and ending on the [seventh] eighteenth day before such election, (ii) during the period beginning on the [sixth] seventeenth day before an election and ending on election day if the application has been received by the [seventh] eighteenth day before an election by the Commissioner of Motor Vehicles or by a voter registration agency, (iii) during the period beginning on the [twenty-first] thirty-fourth day before a primary and ending on the [fifth] eighteenth day before a primary, or (iv) during the period beginning on the [fourth] seventeenth day before a primary and ending at twelve o'clock noon on the last weekday before a primary, if the application has been postmarked by the [fifth] eighteenth day before the primary and is received in the office of the registrars of voters during such period or if the application is received by the [fifth] eighteenth day before a primary by the Commissioner of Motor Vehicles or by a voter registration agency, and (C) within ten days of receipt of an application at any other time. A notice of acceptance shall be sent by first-class mail with instructions on the envelope that it be returned if not deliverable at the address shown on the envelope. A notice of acceptance shall indicate the effective date of the applicant's registration and enrollment, the date of the next regularly scheduled election or primary in which the applicant shall be eligible to vote and the applicant's precinct and polling place. If a notice of acceptance of an application is returned undelivered, the registrars shall forthwith take the necessary action in accordance with section 9-35 or 9-43, notwithstanding the May first deadline in section 9-35. An applicant for admission as an elector pursuant to this section and section 9-23h may only be admitted as an elector by a registrar of voters of the town of his residence. Not later than December thirty-first, annually, the Secretary of the State shall establish an official calendar of all deadlines set forth in this subsection for regularly scheduled elections and primaries to be held in the following calendar year.

(d) (1) Except as otherwise provided in this subsection, the privileges

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of an elector for any applicant for admission under this section and section 9-23h shall attach immediately upon approval by the registrar, and the registrars shall enter the name of the elector on the registry list.

(2) Except as provided in subdivision (3) of this subsection, if a mailed application is postmarked, or if a delivered application is received in the office of the registrars of voters, after the [seventh] eighteenth day before an election or after the [fifth] eighteenth day before a primary, the privileges of an elector shall not attach until the day after such election or primary, as the case may be. In such event, the registrars of voters may contact such applicant, either by telephone or mail, in order to inform such applicant of the effect of such late received mail-in application and any applicable deadline for applying for admission in person. Nothing in this subdivision shall be construed to prevent an individual from (A) applying to be admitted as an elector pursuant to section 9-19j, as amended by this act, during a period of early voting at an election, or (B) subject to the provisions of subdivision (4) of subsection (a) of section 1 of this act, applying to be enrolled in a political party during a period of early voting at a primary.

(3) If an application is received after the [seventh] eighteenth day before an election or after the [fifth] eighteenth day before a primary by the Commissioner of Motor Vehicles or by a voter registration agency, the privileges of an elector shall not attach until the day after the election or primary, as the case may be, or on the day the registrar approves it, whichever is later. Nothing in this subdivision shall be construed to prevent an individual from (A) applying to be admitted as an elector pursuant to section 9-19j, as amended by this act, during a period of early voting at an election, or (B) subject to the provisions of subdivision (4) of subsection (a) of section 1 of this act, applying to be enrolled in a political party during a period of early voting at a primary.

(4) If on the day of an election or primary, the name of an applicant does not appear on the official check list, such applicant may present to

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the moderator at the polls either a notice of acceptance received through the mail or an application receipt that was previously provided to the applicant pursuant to section 9-19e, subsection (b) of section 9-19h, subsection (b) of this section or section 9-23n. If an applicant presents said notice or receipt, and either the registrars of voters find the original application or the applicant submits a new application at the polls, the registrar, or assistant registrar upon notice to and approval by the registrar, shall add such person's name and address to the official check list on such day and the person shall be allowed to vote if otherwise eligible to vote and the person presents to the checkers at the polling place a preprinted form of identification pursuant to subparagraph (A) of subdivision (2) of subsection (a) of section 9-261.

Sec. 27. Subdivision (3) of subsection (a) of section 9-192a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(3) Once certified, pursuant to subdivision (1) of this subsection, each registrar shall participate each year in not less than eight hours of training, not including any training described under subdivision (2) of subsection (d) of this section, in order to maintain such certification. Such training shall be as prescribed by the Secretary of the State and shall be conducted by said Secretary or a third party approved by said Secretary to conduct such training. On and after January 1, 2024, such training shall include procedures for the conduct of early voting at elections and primaries. Any registrar who fails to satisfy such annual training requirement shall be directed by the Secretary of the State to take remedial measures prescribed by said Secretary.

Sec. 28. Subsection (a) of section 9-320f of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) Not earlier than the fifteenth day after any election or primary and



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not later than two business days before the canvass of votes by the Secretary of the State, Treasurer and Comptroller, for any federal or state election or primary, or by the town clerk for any municipal election or primary, the registrars of voters shall conduct a manual audit or, for an election or primary held on or after January 1, 2016, an electronic audit authorized under section 9-320g of the votes recorded in not less than five per cent of the voting districts in the state, district or municipality, whichever is applicable. For the purposes of this section, any central location used in a municipality for the counting of absentee ballots, early voting ballots or same-day election registration ballots shall be deemed a voting district. Such manual or electronic audit shall be noticed in advance and be open to public observation. Any election official who participates in the administration and conduct of an audit pursuant to this section shall be compensated by the municipality at the standard rate of pay established by such municipality for elections or primaries, as the case may be.

Sec. 29. Subsection (a) of section 9-229 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) The registrars of voters in the several towns and, in towns where there are different registrars for different voting districts, the registrars of voters in such districts shall appoint the moderators of regular and special state and municipal elections in their respective towns or districts. For the purpose of providing a reserve group of persons who may serve as moderators, the registrars shall designate alternate moderators from among those persons chosen as official checkers, or tabulator tenders, in the following minimum numbers: In towns with one or more but not exceeding three voting districts, one alternate moderator; in towns with four or more but not exceeding eight voting districts, two alternate moderators; in towns with more than eight voting districts, a number of alternate moderators equal to one-fourth

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of the number of voting districts rounded off to the nearest multiple of four. In case the registrars fail to agree in the choice of a moderator or alternate moderator, the choice shall be determined between such registrars by lot. In the case of a primary, the registrar, as defined in section 9-372, shall so appoint such moderators and alternate moderators. Moderators and alternate moderators shall be appointed at least twenty days before the commencement of the period of early voting at such election or primary. The registrars shall submit a list of the names of such moderators and alternate moderators to the municipal clerk, which list shall be made available for public inspection by such clerk. Each person appointed to serve as moderator or alternate moderator shall be certified by the Secretary of the State in accordance with the provisions of subsection (c) of this section, except as provided in subsection (d) of this section or section 9-436.

Sec. 30. Section 9-256 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

The registrars of voters of each municipality shall, not less than ten days prior to the commencement of the period of early voting at an election, file with the Secretary of the State a sample ballot identical with those to be provided for each polling place under section 9-255. The Secretary of the State shall examine the sample ballot required to be filed under this section, and if such sample ballot contains an error, the Secretary of the State shall order the registrars of voters to reprint a corrected sample ballot or to take other such action as the Secretary may deem appropriate.

Sec. 31. Section 9-264 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

An elector who requires assistance to vote, by reason of blindness, disability or inability to write or to read the ballot, may be given assistance by a person of the elector's choice, other than (1) the elector's

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employer, (2) an agent of such employer, (3) an officer or agent of the elector's union, or (4) a candidate for any office on the ballot, unless the elector is a member of the immediate family of such candidate. The person assisting the elector may accompany the elector into the voting booth at the polling place, [or] the location designated for [election day] same-day election registration or the location designated for the conduct of early voting, as applicable. Such person shall register such elector's vote upon the ballot as such elector directs. Any person accompanying an elector into the voting booth at the polling place or the location designated for election day registration who deceives any elector in registering the elector's vote under this section or seeks to influence any elector while in the act of voting, or who registers any vote for any elector or on any question other than as requested by such elector, or who gives information to any person as to what person or persons such elector voted for, or how such elector voted on any question, shall be guilty of a class D felony. As used in this section, "immediate family" means "immediate family" as defined in section 9-140b.

Sec. 32. Subdivision (2) of subsection (a) of section 9-7b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(2) To levy a civil penalty not to exceed (A) two thousand dollars per offense against any person the commission finds to be in violation of any provision of chapter 145, part V of chapter 146, part I of chapter 147, chapter 148, section 7-9, section 9-12, subsection (a) of section 9-17, as amended by this act, section 9-19b, 9-19e, 9-19g to 9-19k, inclusive, as amended by this act, 9-20, 9-21, 9-23a, 9-23g, as amended by this act, 9-23h, 9-23j to 9-23o, inclusive, 9-23r, 9-26, 9-31a, 9-32, 9-35, 9-35b, 9-35c, 9-40a, 9-42, 9-43, 9-50a, 9-56, 9-59, 9-168d, 9-170, 9-171, 9-172, 9-232i to 9-232o, inclusive, 9-404a to 9-404c, inclusive, 9-409, 9-410, 9-412, 9-436, 9-436a, 9-453e to 9-453h, inclusive, 9-453k or 9-453o or section 1 of this act, (B) two thousand dollars per offense against any town clerk, registrar of

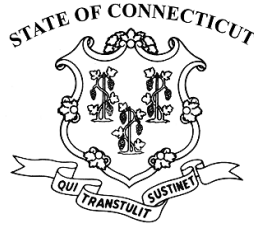
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voters, an appointee or designee of a town clerk or registrar of voters, or any other election or primary official whom the commission finds to have failed to discharge a duty imposed by any provision of chapter 146 or 147, (C) two thousand dollars per offense against any person the commission finds to have (i) improperly voted in any election, primary or referendum, and (ii) not been legally qualified to vote in such election, primary or referendum, or (D) two thousand dollars per offense or twice the amount of any improper payment or contribution, whichever is greater, against any person the commission finds to be in violation of any provision of chapter 155 or 157. The commission may levy a civil penalty against any person under subparagraph (A), (B), (C) or (D) of this subdivision only after giving the person an opportunity to be heard at a hearing conducted in accordance with sections 4-176e to 4-184, inclusive. In the case of failure to pay any such penalty levied pursuant to this subsection within thirty days of written notice sent by certified or registered mail to such person, the superior court for the judicial district of Hartford, on application of the commission, may issue an order requiring such person to pay the penalty imposed and such court costs, state marshal's fees and attorney's fees incurred by the commission as the court may determine. Any civil penalties paid, collected or recovered under subparagraph (D) of this subdivision for a violation of any provision of chapter 155 applying to the office of the Treasurer shall be deposited on a pro rata basis in any trust funds, as defined in section 3-13c, affected by such violation.

Sec. 33. (NEW) (*Effective July 1, 2023*) Not later than January 15, 2024, and annually thereafter, the chief executive officer of each municipality that, pursuant to its municipal charter, conducts referenda for the purpose of adopting such municipality's budgets shall submit to the joint standing committee of the General Assembly having cognizance of matters relating to elections a report detailing the provisions of such municipal charter concerning the conduct of referenda for such purpose and the procedures for such conduct.

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Approved June 7, 2023



**Substitute House Bill No. 5004**

**Public Act No. 23-5**

**AN ACT IMPLEMENTING EARLY VOTING.**

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. (NEW) (*Effective July 1, 2023*) (a) (1) (A) Any eligible elector may vote prior to the day of a regular election, in accordance with the provisions of this section, during a period of early voting at each regular election held on or after January 1, 2024.

(B) The period of early voting under subparagraph (A) of this subdivision shall (i) notwithstanding the provisions of section 9-2 of the general statutes, commence on the fifteenth day prior to and conclude on the second day prior to such regular election, and (ii) consist of such days between and inclusive of such commencement and conclusion, except any legal holiday designated, appointed or recommended under section 1-4 of the general statutes, and at such times as provided in subdivision (1) of subsection (c) of section 9-174 of the general statutes, as amended by this act.

(2) (A) Subject to the provisions of subdivision (4) of this subsection, any eligible elector may vote prior to the day of a primary, other than a presidential preference primary, in accordance with the provisions of this section, during a period of early voting at each primary, other than a presidential preference primary, held on or after January 1, 2024.

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(B) The period of early voting under subparagraph (A) of this subdivision shall (i) notwithstanding the provisions of section 9-2 of the general statutes, commence on the eighth day prior to and conclude on the second day prior to such primary, other than a presidential preference primary, and (ii) consist of such days between and inclusive of such commencement and conclusion, except any legal holiday designated, appointed or recommended under section 1-4 of the general statutes, and at such times as provided in subdivision (1) of subsection (c) of section 9-174 of the general statutes, as amended by this act.

(3) (A) Any eligible elector may vote prior to the day of a special election, in accordance with the provisions of this section, during a period of early voting at each special election held on or after January 1, 2024.

(B) Subject to the provisions of subdivision (4) of this subsection, any eligible elector may vote prior to the day of a presidential preference primary, in accordance with the provisions of this section, during a period of early voting at each presidential preference primary held on or after January 1, 2024.

(C) The period of early voting under subparagraph (A) or (B) of this subdivision shall (i) notwithstanding the provisions of section 9-2 of the general statutes, commence on the fifth day prior to and conclude on the second day prior to such special election or such presidential preference primary, except that such commencing and concluding days shall be adjusted to exclude from such period March 31, 2024, and any legal holiday designated, appointed or recommended under section 1-4 of the general statutes, and (ii) consist of four total days between and inclusive of such commencement and conclusion, as may be adjusted pursuant to subparagraph (A) of this subdivision, and at such times as provided in subdivision (2) of subsection (c) of section 9-174 of the general statutes, as amended by this act.

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(4) (A) Notwithstanding the provisions of sections 9-19e, 9-23a, 9-26, 9-31a, 9-55, as amended by this act, 9-56 and 9-57 of the general statutes:

(i) In the case of an unaffiliated elector who wishes to vote during the period of early voting at a primary, such elector shall be eligible to so vote if such elector's application for enrollment with the political party holding such primary is filed with the registrars of voters by twelve o'clock noon on the business day immediately preceding the day on which such period of early voting commences.

(ii) In the case of a person who is not admitted as an elector and who wishes to vote during the period of early voting at a primary, such person shall be eligible to so vote if such person's application for admission as an elector and enrollment with the political party holding such primary is filed with the registrars of voters by twelve o'clock noon on the business day immediately preceding the day during such period of early voting on which such person offers to vote at such primary.

(B) Nothing in this section shall be construed to prevent an individual who enrolls in a political party during a period of early voting at a primary from voting by absentee ballot, if eligible, or in person on the day of such primary.

(b) (1) The registrars of voters of each municipality shall designate a location for the conduct of early voting, which location shall be the same for the duration of the period of early voting except as otherwise specified in this subdivision, provided (A) the registrars of voters have access to the state-wide centralized voter registration system from such location, and (B) such location is certified in writing to the Secretary of the State not later than one hundred twenty days prior to the day of a regular election or a primary, other than a presidential preference primary, or not later than twenty days prior to the day of a special election or a presidential preference primary. The written certification under subparagraph (B) of this subdivision shall provide (i) the name,



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street address and relevant contact information associated with such location, (ii) the number of election or primary officials to be appointed by the registrars of voters to serve at such location and the roles of such officials, and (iii) a description of the design of such location and a plan for effective conduct of such early voting. The Secretary shall approve or disapprove such written certification not later than ninety days prior to the day of a regular election or a primary, other than a presidential preference primary, or not later than fifteen days prior to the day of a special election or a presidential preference primary. If the Secretary disapproves such certification, the Secretary shall provide, in writing, the reasons for such disapproval and shall issue an order for such corrective action as the Secretary deems necessary, including, but not limited to, the appointment of additional election or primary officials or the alteration of such design or plan. After having received approval of such certification or having complied with any order for corrective action to the Secretary's satisfaction, as applicable, the registrars of voters shall determine the site of such location designated for the conduct of early voting at least thirty-one days prior to a regular election or a primary, other than a presidential preference primary, or at least eleven days prior to a special election or a presidential preference primary. Such location shall not be changed within such period, except, if the municipal clerk and registrars of voters unanimously find that such location has been rendered unusable within such period, such clerk and registrars shall forthwith designate another location for the conduct of early voting to be used in place of the location so rendered unusable and shall give adequate notice that such location has been so changed. The provisions of sections 9-168d and 9-168e of the general statutes shall apply to such location designated for the conduct of early voting.

(2) In any municipality with a population of at least twenty thousand, the legislative body may hold a public hearing on whether to designate any additional location in such municipality for the conduct of early voting, which public hearing, if any, shall be held not later than fifteen

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days prior to the time for designating any such location set forth in subdivision (1) of this subsection. Any legislative body holding such a public hearing shall properly notice such public hearing not later than ten days prior to such public hearing in a newspaper having general circulation in such municipality and on the Internet web site of the municipality. For any such municipality in which such a public hearing was not held, the legislative body thereof shall determine whether to designate any such additional location and shall notify the Secretary of the State with a detailed explanation for such determination. For any municipality in which such a public hearing was held, not later than three days after the conclusion of such public hearing, the legislative body thereof shall determine whether to designate any such additional location and shall notify the Secretary with a detailed explanation for such determination. If the legislative body determines that any such additional location be designated, the registrars of voters shall so designate such additional location and the provisions of subdivision (1) of this subsection shall apply to such additional location. The Secretary shall take no action on any detailed explanation submitted under this subdivision with regard to the number of additional locations designated in such a municipality, and shall preserve each such detailed explanation as a public record open to public inspection. For the purposes of this subdivision, "population" means the estimated number of people according to the most recent version of the State Register and Manual prepared pursuant to section 3-90 of the general statutes.

(3) At each location designated for the conduct of early voting, the registrars of voters shall provide to prospective electors during the early voting period the opportunity to apply for same-day election registration, in accordance with the procedures set forth in section 9-19j of the general statutes, as amended by this act, for such application and for the completion and processing of any such application.

(4) The registrars of voters shall appoint, for each day on which early

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voting is conducted, a moderator and such other election or primary officials to serve at each location designated for such conduct. The moderator so appointed shall perform any duty required, and may exercise any power authorized, under title 9 of the general statutes related to such location. The registrars of voters may delegate to each other election or primary official so appointed any of the responsibilities assigned to the registrars of voters. The registrars of voters shall supervise each such official and train each such official to be an early voting election or primary official.

(c) Any elector who wishes to vote during a period of early voting at an election or primary, and is eligible to so vote at such election or primary, shall (1) appear in person at such times as provided in subsection (c) of section 9-174 of the general statutes, as amended by this act, at the location designated by the registrars of voters for early voting, (2) identify such elector as required by subsection (a) of section 9-261 of the general statutes, and (3) declare under oath that such elector has not previously voted in such election or primary, as provided in subsection (e) of this section.

(d) If the registrars of voters determine that an elector is eligible to vote in the election or primary, the registrars of voters shall check the state-wide centralized voter registration system before allowing such elector to cast an early voting ballot as provided in subsection (e) of this section.

(1) If the registrars of voters determine that the elector has not already voted, or if there is no report that the elector has already voted, the registrars shall allow such elector to vote.

(2) If the registrars of voters believe that the elector may have already voted, such matter shall be reviewed by the registrars of voters. After completion of such review, if a resolution of the matter cannot be made and such elector claims to have neither in fact voted nor offered to vote

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in person or by absentee ballot, such elector may request a challenged ballot in accordance with section 9-232d of the general statutes and may cast such challenged ballot in accordance with section 9-232e of the general statutes. Such matter shall be reported to the State Elections Enforcement Commission, which shall conduct an investigation of the matter. The provisions of section 9-232f of the general statutes shall apply to any challenged ballot cast under this subdivision.

(e) If the elector is allowed to vote, the registrars of voters shall provide such elector with an early voting ballot and early voting envelope and shall make a record of such issuance. The elector shall complete an affirmation printed upon the back of the early voting envelope and shall declare under oath that the voter has not previously voted in the election or primary. The affirmation shall be in the form substantially as follows and signed by the voter:

AFFIRMATION: I, the undersigned, do hereby state, under penalty of false statement (perjury), that:

1. I am the elector appearing in person to vote at an election or primary prior to the day of such election or primary.
2. I am eligible to vote in the election or primary indicated for today.
3. I have identified myself to the satisfaction of the registrars of voters.
4. I have not voted in person or by absentee ballot and I will not vote otherwise than by this ballot at this election or primary.
5. I have received an early voting ballot for the purpose of so voting.

.... (Signature of voter)

(f) The elector shall forthwith mark the early voting ballot in the presence of the registrars of voters in such a manner that the registrars of voters shall not know how the early voting ballot is marked. The

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elector shall place the early voting ballot in the early voting ballot envelope provided and deposit such envelope in a secured early voting ballot depository receptacle. At the conclusion of each day during the early voting period, the registrars of voters shall transport such receptacle containing such day's early voting ballots to the municipal clerk, who shall retain and securely store such ballots in as near a manner as possible to that for the retention and secure storage of absentee ballots, as provided in subsection (g) of this section, except that, if such manner is not practicable, then such early voting ballots shall be retained and securely stored as provided in an alternate plan submitted by the registrars of voters to the Secretary of the State and approved by the Secretary. On the day of the election or primary, the early voting ballots shall be delivered to the registrars of voters for the purpose of counting such ballots. A section of the head moderator's return shall show the number of early voting ballots received from electors. The registrars of voters shall seal a copy of the vote tally for early voting ballots in a depository envelope with the early voting ballots and store such early voting depository envelope with the other election or primary results materials. The early voting depository envelope shall be preserved by the registrars of voters for the period of time required to preserve counted ballots for elections or primaries.

(g) Except as provided in section 2 of this act, the provisions of title 9 of the general statutes and any regulation adopted under said title concerning procedures relating to the custody, control and counting of absentee ballots shall apply, as nearly as possible, to the custody, control and counting of early voting ballots under this section.

(h) (1) No person shall solicit on behalf of or in opposition to any candidate or on behalf of or in opposition to any question being submitted at the election or primary, or loiter or peddle or offer any advertising matter, ballot or circular to another person within a radius of seventy-five feet of any outside entrance in use as an entry to any

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location designated by the registrars of voters for early voting or in any corridor, passageway or other approach leading from any such outside entrance to any such location or in any room opening upon any such corridor, passageway or approach.

(2) A person, including any candidate or any campaign or party employee or volunteer, may be within such radius of seventy-five feet (A) only for purposes related to the performance of such person's official duties or to the conduct of government business within such radius, (B) only for as long as necessary to perform such duties or conduct such business, and (C) provided such person is not engaged in any conduct described in subdivision (1) of this subsection.

(i) The provisions of subsections (a) to (h), inclusive, of this section shall not apply to any primary held for the purpose of choosing town committee members.

Sec. 2. (NEW) (*Effective July 1, 2023*) (a) Early voting ballots received by the municipal clerk prior to the day of an election or primary, and same-day election registration ballots received by the municipal clerk prior to the day of a regular election, shall be delivered by the municipal clerk to the registrars between six o'clock a.m. and ten o'clock a.m. on the day of the election or primary.

(b) The ballot counters for such early voting ballots and same-day election registration ballots shall proceed to the central counting location or to the respective polling places when counting is to take place pursuant to subsection (b) of section 9-147a of the general statutes at the time, between six o'clock a.m. and ten o'clock a.m. on the day of the election or primary, designated by the registrars of voters. At the time such ballots are delivered to the ballot counters pursuant to subsection (a) of this section, the ballot counters shall perform any checking of such ballots and proceed, as nearly as possible, as provided in section 9-150a of the general statutes.

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Sec. 3. Section 9-174 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) Notwithstanding [the provisions of any general statute,] any provision of the general statutes or any special act or municipal charter, at any regular election, or at any special election held to fill a vacancy in a state, district or municipal office, the polls on the day of such election shall remain open for voting from six o'clock a.m. until eight o'clock p.m. No elector shall be permitted to cast such elector's vote after the hour prescribed for the closing of the polls in any election unless such elector is in line at eight o'clock p.m. An election official or a police officer of the municipality, who is designated by the moderator, shall be placed at the end of the line at eight o'clock p.m. Such official or officer shall not allow any electors who were not in such line at eight o'clock p.m. to enter such line.

(b) Notwithstanding [the provisions of any general statute,] any provision of the general statutes or any special act or municipal charter, at any regular election, each location designated for [election day] same-day election registration pursuant to subsection (c) of section 9-19j, as amended by this act, shall, on election day, as defined in said section, remain open for [election day] registration and voting from six o'clock a.m. until eight o'clock p.m. No applicant for [election day] same-day election registration shall be admitted as an elector or permitted to cast such applicant's vote after the hour prescribed for the closing of the location designated for such purposes [in any regular] on election day unless such applicant is in line at eight o'clock p.m. An election official or a police officer of the municipality, who is appointed by the registrars of voters, shall be placed at the end of the line at eight o'clock p.m. Such official or officer shall not allow any applicants who were not in such line at eight o'clock p.m. to enter such line.

(c) (1) Notwithstanding any provision of the general statutes or any special act or municipal charter, at any regular election and any primary,

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other than a presidential preference primary, held on or after January 1, 2024, each location designated for the conduct of early voting pursuant to subsection (b) of section 1 of this act or for same-day election registration pursuant to subsection (c) of section 9-19j, as amended by this act, shall, during the early voting period, remain open from ten o'clock a.m. to six o'clock p.m., except that such location shall remain open from eight o'clock a.m. to eight o'clock p.m. on the last Tuesday and Thursday prior to the election or primary.

(2) Notwithstanding any provision of the general statutes or any special act or municipal charter, at any special election and any presidential preference primary held on or after January 1, 2024, each location designated for the conduct of early voting pursuant to subsection (b) of section 1 of this act shall, during the early voting period, remain open from ten o'clock a.m. to six o'clock p.m.

(3) No voter shall be permitted to cast such voter's vote after the hour prescribed for the closing of the location designated for early voting at any election or primary under subdivision (1) or subdivision (2) of this subsection unless such voter is in line at such prescribed hour. An election or primary official or a police officer of the municipality, who is appointed by the registrars of voters, shall be placed at the end of the line at such prescribed hour. Such official or officer shall not allow any voters who were not in such line at such prescribed hour to enter such line.

Sec. 4. Subsection (a) of section 9-174a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) For each municipality, the registrars of voters, in consultation with the municipal clerk, shall create an emergency contingency plan for elections, primaries and referenda to be held within such municipality, including the conduct of early voting, as provided in section 1 of this



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act, at such elections and primaries held on or after January 1, 2024. Such plan shall include, but not be limited to, (1) solutions for ballot or envelope shortages, and (2) strategies to implement in the event of (A) a shortage or absence of [poll workers] election or primary officials at the polling place or the location designated for early voting, as applicable, (B) a loss of power, (C) a fire or the sounding of an alarm within a polling place or a location designated for early voting, (D) voting machine malfunctions, (E) a weather or other natural disaster, (F) the need to remove [a poll worker or moderator] an election or primary official and to replace such [worker or moderator] official, and (G) disorder in and around the polling place or the location designated for early voting.

Sec. 5. Section 9-19j of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) As used in [this subsection and subsections (b) to (i), inclusive, of] this section: [, "election day"]

(1) "Election day" means the day on which a regular election, as defined in section 9-1, as amended by this act, is held; and

(2) "Same-day election registration" means admission as an elector during the period of early voting at a regular election, as provided in section 1 of this act, or on election day.

(b) Notwithstanding the provisions of this chapter, a person who (1) is (A) not an elector, or (B) an elector registered in a municipality who wishes to change such elector's registration to another municipality pursuant to the provisions of subdivision (2) of subsection (e) of this section, and (2) meets the eligibility requirements under subsection (a) of section 9-12, may apply for [admission as an elector on election day] same-day election registration pursuant to the provisions [of subsections (a) to (i), inclusive,] of this section.

(c) (1) The registrars of voters shall designate a location for the

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completion and processing of [election day registration applications on election day] same-day election registrations on election day, provided (A) the registrars of voters [shall] have access to the state-wide centralized voter registration system from such location, and (B) such location [shall be] is certified in writing to the Secretary of the State not later than [thirty-one] forty-five days before election day. The written certification under subparagraph (B) of this subdivision shall (i) include the name, street address and relevant contact information associated with such location, (ii) list the name and address of each election official who shall be appointed by the registrars of voters to serve at such location, if any, and (iii) provide a description of the design of such location and a plan for effective completion and processing of such applications. The Secretary shall approve or disapprove such written certification not later than [fifteen] twenty-nine days before election day and may require the registrars of voters to appoint one or more additional election officials or alter such design or plan.

(2) The [registrars of voters] legislative body of the municipality may apply to the Secretary of the State not later than [sixty] seventy-four days before election day, in a form and manner prescribed by the Secretary, to designate any additional location for the completion and processing of [election day] same-day election registration applications on election day. The Secretary shall approve or disapprove such application not later than [forty-five] fifty-nine days before election day. If the Secretary approves such application, the registrars of voters may so designate any such additional location. The provisions of subdivision (1) of this subsection shall apply to any such additional location.

(3) The registrars of voters may delegate to each election official appointed pursuant to subdivision (1) of this subsection [, if any,] any of the responsibilities assigned to the registrars of voters. The registrars of voters shall supervise each such election official and train each such [election] official to be [an election day registration election] a same-day

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election official.

(d) Any person applying [to register on election day] for same-day election registration under the provisions [of subsections (a) to (i), inclusive,] of this section shall make application in accordance with the provisions of section 9-20, provided (1) (A) on election day, the applicant shall appear in person not later than eight o'clock p.m., in accordance with subsection (b) of section 9-174, as amended by this act, at the location designated by the registrars of voters for [election day registration] same-day election registration, and (B) during the period of early voting prior to election day, the applicant shall appear in person at such times as provided in subdivision (1) of subsection (c) of section 9-174, as amended by this act, at such location, (2) an applicant who is a student enrolled at an institution of higher education may submit a current photo identification card issued by such institution in lieu of the identification required by section 9-20, and (3) the applicant shall declare under oath that the applicant has not previously voted in the election, as provided in subsection (f) of this section. If the information that the applicant is required to provide under section 9-20 and [subsections (a) to (i), inclusive, of] this section does not include proof of the applicant's residential address, the applicant shall also submit identification that shows the applicant's bona fide residence address, including, but not limited to, a learner's permit issued under section 14-36 or a utility bill that has the applicant's name and current address and that has a due date that is not later than thirty days after the election or, in the case of a student enrolled at an institution of higher education, a registration or fee statement from such institution that has the applicant's name and current address.

(e) If the registrars of voters determine that an applicant satisfies the application requirements set forth in subsection (d) of this section, the registrars of voters shall check the state-wide centralized voter registration system before admitting such applicant as an elector.

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(1) If the registrars of voters determine that the applicant is not already an elector, the registrars of voters shall admit the applicant as an elector and the privileges of an elector shall attach immediately.

(2) If the registrars of voters determine that such applicant is an elector in another municipality and such applicant [states that he or she] wants to change the municipality in which the applicant is an elector, notwithstanding the provisions of section 9-21, the registrars of voters of the municipality in which such elector now seeks to register shall immediately notify the registrars of voters in such other municipality that such elector is changing the municipality in which the applicant is an elector. The registrars of voters in such other municipality shall notify the election officials in such municipality to remove such elector from the official voter list of such municipality. Such election officials shall cross through the elector's name on such official voter list and mark "off" next to such elector's name on such official voter list.

(A) If it is reported that such applicant already voted in such other municipality, the registrars of voters of such other municipality shall immediately notify the registrars of voters of the municipality in which such elector now seeks to register. In such event, such elector shall not receive [an election day] a same-day election registration ballot from the registrars of voters of the municipality in which such elector now seeks to register. For any such elector, the [election day] same-day election registration process shall cease in the municipality in which such elector now seeks to register and such matter shall be reviewed by the registrars of voters in the municipality in which such elector now seeks to register. After completion of such review, if a resolution of the matter [can not] cannot be made, such matter shall be reported to the State Elections Enforcement Commission which shall conduct an investigation of the matter.

(B) If there is no such report that such applicant already voted in the other municipality, the registrars of voters of the municipality in which

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the applicant seeks to register shall admit the applicant as an elector and the privileges of an elector shall attach immediately.

(f) If the applicant is admitted as an elector, the registrars of voters shall provide the elector with [an election day] a same-day election registration ballot and [election day] same-day election registration envelope and shall make a record of such issuance. The elector shall complete an affirmation imprinted upon the back of the same-day election registration envelope [for an election day registration ballot] and shall declare under oath that the applicant has not previously voted in the election. The affirmation shall be in the form substantially as follows and signed by the voter:

AFFIRMATION: I, the undersigned, do hereby state, under penalty of false statement, (perjury) that:

1. I am the person admitted here as an elector in the town indicated.
2. I am eligible to vote in the election indicated for today in the town indicated.
3. The information on my voter registration card is correct and complete.
4. I reside at the address that I have given to the registrars of voters.
5. If previously registered at another location, I have provided such address to the registrars of voters and hereby request cancellation of such prior registration.
6. I have not voted in person or by absentee ballot and I will not vote otherwise than by this ballot at this election.
7. I completed an application for [an election day] a same-day election registration ballot and received [an election day] a same-day election registration ballot.

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.... (Signature of voter)

(g) The elector shall forthwith mark the [election day] same-day election registration ballot in the presence of the registrars of voters in such a manner that the registrars of voters shall not know how the [election day] same-day election registration ballot is marked. The elector shall place the [election day] same-day election registration ballot in the [election day] same-day election registration ballot envelope provided, and deposit such envelope in a secured [election day] same-day election registration ballot depository receptacle. At the conclusion of each day during the early voting period, the registrars of voters shall transport such receptacle containing such day's same-day election registration ballots to the municipal clerk, who shall retain and securely store such ballots in as near a manner as possible to that for the retention and secure storage of absentee ballots, as provided in subsection (h) of this section, except that, if such manner is not practicable, such same-day election registration ballots shall be retained and securely stored as provided in an alternate plan submitted by the registrars of voters to the Secretary of the State and approved by the Secretary. On election day, the previously retained and securely stored same-day election registration ballots shall be delivered to the registrars of voters and, at the time designated by the registrars of voters and noticed to election officials, the registrars of voters shall transport such receptacle containing the [election day] same-day election registration ballots received on such election day to the central location or polling place, pursuant to subsection (b) of section 9-147a, where absentee ballots are counted and such [election day] same-day election registration ballots shall be counted by the election officials present at such central location or polling place. A section of the head moderator's return shall show the number of [election day] same-day election registration ballots received from electors. The registrars of voters shall seal a copy of the vote tally for [election day] same-day election registration ballots in a depository envelope with the [election day]

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same-day election registration ballots and store such [election day] same-day election registration depository envelope with the other election results materials. The [election day] same-day election registration depository envelope shall be preserved by the registrars of voters for the period of time required to preserve counted ballots for elections.

(h) [The] Except as provided in section 2 of this act, the provisions of [the general statutes and regulations] title 9 and any regulation adopted under said title concerning procedures relating to the custody, control and counting of absentee ballots shall apply, as nearly as possible, to the custody, control and counting of [election day] same-day election registration ballots under [subsections (a) to (i), inclusive, of] this section.

(i) After the acceptance of [an election day] a same-day election registration, the registrars of voters shall forthwith send a registration confirmation notice to the residential address of each applicant who [is] was admitted as an elector on election day [under subsections (a) to (i), inclusive, of] or during the period of early voting prior to election day under this section. Such confirmation shall be sent by first class mail with instructions on the envelope that it be returned if not deliverable at the address shown on the envelope. If a confirmation notice is returned undelivered, the registrars shall forthwith take the necessary action in accordance with section 9-35 or 9-43, as applicable, notwithstanding the May first deadline in section 9-35.

(j) (1) No person shall solicit [in] on behalf of or in opposition to [the candidacy of another or himself or herself or in] any candidate or on behalf of or in opposition to any question being submitted at the election, or loiter or peddle or offer any advertising matter, ballot or circular to another person within a radius of seventy-five feet of any outside entrance in use as an entry to any location designated by the registrars of voters for [election day] same-day election registration

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balloting or in any corridor, passageway or other approach leading from any such outside entrance to any such location or in any room opening upon any such corridor, passageway or approach.

(2) A person, including any candidate or any campaign or party employee or volunteer, may be within such radius of seventy-five feet (A) only for purposes related to the performance of such person's official duties or to the conduct of government business within such radius, (B) only for as long as necessary to perform such duties or conduct such business, and (C) provided such person is not engaged in any conduct described in subdivision (1) of this subsection.

Sec. 6. Subsection (a) of section 9-225 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) (1) Except as provided in subdivision (2) of this subsection, the town clerk or assistant town clerk of each town shall warn the electors therein to meet on the Tuesday following the first Monday in November in the even-numbered years, at six o'clock a.m., which warning shall be given by publication (A) in a newspaper having a general circulation in such town, or towns in the case of a joint publication under subsection (b) of this section, not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at such election, and (B) on such town's Internet web site, not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at such election. The clerk in each town shall, in the warning for such election, give notice of (i) the time and the location of each polling place in the town, (ii) in towns divided into voting districts, the time and the location of each polling place in each district, [and] (iii) the time and the [location] site of each location designated for [election day] same-day election registration in the town, and (iv) the time and the site of each location designated for the conduct of early voting, at which such election will be held. The town clerk shall record



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each such warning.

(2) For the state election in 2020, and any election held pursuant to section 9-211, 9-212, 9-215 or 9-218 on or after June 23, 2021, but prior to November 3, 2021, the warning under subsection (a) of this section shall be given not more than seven nor less than four days previous to holding such election.

Sec. 7. Subsection (a) of section 9-226 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) The warning of each municipal election shall specify the objects for which such election is to be held. Except as provided in subsection (b) of this section, notice of a town election shall be given by the town clerk or assistant town clerk, by publishing a warning (1) in a newspaper published in such town or having a general circulation therein, such publication to be not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at the election, and (2) on such town's Internet web site, such publication to be not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at the election. The town clerk in each town shall, in the warning for such election, give notice of (A) the time and the location of each polling place in the town, (B) in towns divided into voting districts, the time and the location of each polling place in each district, [and] (C) the time and the [location] site of each location designated for [election day] same-day election registration, and (D) the time and the site of each location designated for the conduct of early voting, in the town. The town clerk shall record each such warning. Except as provided in subsection (b) of this section, notice of an election of a city or borough shall be given by publishing a warning (i) in a newspaper published within the limits of such city or borough or having a general circulation therein, not more than fifteen nor less than five days previous to [holding] the commencement of the

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period of early voting at the election, and (ii) on the Internet web site of such city or borough, or the town having such city or borough within such town's limits, not more than fifteen nor less than five days previous to [holding] the commencement of the period of early voting at the election, which warning shall include notice of (I) the time and the location of each polling place in such city or borough, (II) in cities and boroughs divided into voting districts, the time and the location of each polling place in each district, [and] (III) the time and the [location] site of each location designated for [election day registration] same-day election registration in such city or borough, and (IV) the time and the site of each location designated for the conduct of early voting in such city or borough.

Sec. 8. Subsections (a) to (c), inclusive, of section 9-255a of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) The registrars of voters and municipal clerk from each municipality shall jointly certify, in writing, to the Secretary of the State the number of ballots for each polling place in the municipality that have been ordered for each election or primary to be held within such municipality. Such registrars and clerk shall also so certify the number of ballots for each location designated for the conduct of early voting in the municipality that have been ordered for each election or primary held on or after January 1, 2024. Such certification shall be on a form provided by the Secretary that shall have questions, including, but not limited to, those pertaining to the historical turnout for each such polling place or location, as applicable, in the municipality for the past four elections or primaries of similar nature to the election or primary to be held. The registrars of voters and municipal clerk shall include as part of any such certification any other relevant factors that may be unique to each such polling place or location in their municipality. Such certification shall be provided to the Secretary not later than thirty-one

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days prior to the commencement of the period of early voting at an election or twenty-one days prior to the commencement of the period of early voting at a primary.

(b) If the registrars of voters and municipal clerk of a municipality do not jointly submit the certification as set forth in subsection (a) of this section, such registrars of voters and municipal clerk shall order a number of ballots equal to the total number of registered voters in their municipality for such election or primary.

(c) The registrars of voters and municipal clerk may jointly apply to the Secretary of the State for a waiver of the requirements of subsections (a) and (b) of this section. Such waiver request shall be submitted to the Secretary of the State, in writing, not later than the forty-fifth day before the commencement of the period of early voting at the election or the thirtieth day before the commencement of the period of early voting at the primary to be held and shall demonstrate good cause for such waiver. Not later than five days after receipt of such waiver request, the Secretary shall notify, in writing, the municipal clerk requesting a waiver, of the Secretary's response.

Sec. 9. Section 9-373a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

Any person desiring to be a write-in candidate for any state, district or municipal office to be filled at any regular election shall register his candidacy with the Secretary of the State on a form prescribed by the Secretary. The registration shall include the candidate's name and address, the designation and term of the office sought, a statement of consent to the candidacy, and any other information which the Secretary deems necessary. In the case of a write-in candidacy for the office of Governor or Lieutenant Governor, the registration shall include a candidate for each of those offices, or shall be void. The registration shall not include a designation of any political party. The registration shall be

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filed with the Secretary not more than ninety days prior to the election at which the office is to be filled and not later than four o'clock p.m. on the fourteenth day preceding the commencement of the period of early voting at the election, or the registration shall be void. No person nominated for an office by a major or minor party or by nominating petition shall register as a write-in candidate for that office under the provisions of this section, and any registration of a write-in candidacy filed by such a person shall be void. Notwithstanding any provision of this section to the contrary, any person desiring to be a write-in candidate for the municipal office of town meeting member in any town having a representative town meeting which has seventy-five or more members shall register his candidacy with the town clerk of such town not later than the last business day preceding the commencement of the period of early voting at such election. A person may register as a write-in candidate for a district or municipal office if such person's name appears on the last-completed registry list of the district or municipality represented by such office, as the case may be. A person may register as a write-in candidate for a state office if such person's name appears on the last-completed registry list of the state.

Sec. 10. Subsections (a) and (b) of section 9-224b of the general statutes are repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) Except as provided in subsection (b) of this section, in order to be a valid write-in candidate in a special election called to fill a vacancy in a state, district or municipal office, a person shall register with the Secretary of the State not earlier than ninety days before such election and not later than the end of the business day on the fourteenth day preceding the commencement of the period of early voting at such election.

(b) In order to be a valid write-in candidate in a special election called to fill a vacancy in the municipal office of town meeting member in any

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town having a representative town meeting which has seventy-five or more members, a person shall register with the town clerk of such town not earlier than ninety days preceding such election and not later than the last business day preceding the commencement of the period of early voting at the election.

Sec. 11. Section 9-329b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(a) At any time prior to a primary held before January 1, 2024, and pursuant to sections 9-423, 9-425 and 9-464, or a special act, or prior to any election held before January 1, 2024, the Superior Court may issue an order removing a candidate from a ballot where it is shown that [said] such candidate is improperly on the ballot.

(b) At any time prior to the commencement of the period of early voting at a primary held on or after January 1, 2024, and pursuant to sections 9-423, 9-425 and 9-464, or a special act, or prior to the commencement of the period of early voting at any election held on or after January 1, 2024, the Superior Court may issue an order removing a candidate from a ballot where it is shown that such candidate is improperly on the ballot.

Sec. 12. Section 9-460 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

If any party has nominated a candidate for office, or, on and after November 4, 1981, if a candidate has qualified to appear on any ballot by nominating petition under a reserved party designation, in accordance with the provisions of this chapter, and such nominee thereafter, but prior to forty-six days before the opening of the polls on the day of the election for which such nomination has been made, dies, withdraws such nominee's name or for any reason becomes disqualified to hold the office for which such nominee has been nominated (1) such

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party or, on and after November 4, 1981, the party designation committee may make a nomination to fill such vacancy or provide for the making of such nomination as its rules prescribe, and (2) if another party that is qualified to nominate a candidate for such office does not have a nominee for such office, such party may also nominate a candidate for such office as its rules prescribe. No withdrawal, and no nomination to replace a candidate who has withdrawn, under this section shall be valid unless the candidate who has withdrawn has filed a letter of withdrawal signed by such candidate with the Secretary of the State in the case of a state or district office or the office of state senator or state representative from any district, or with the municipal clerk in the case of a municipal office other than state senator or state representative. A copy of such candidate's letter of withdrawal to the municipal clerk shall also be filed with the Secretary of the State. No nomination to fill a vacancy under this section shall be valid unless it is certified to the Secretary of the State in the case of a state or district office or the office of state senator or state representative from any district, or to the municipal clerk in the case of a municipal office other than state senator or state representative, by the organization or committee making such nomination, at least forty-two days before the opening of the polls on the day of the election, except as otherwise provided by this section. If a nominee dies within forty-six days before the election, but prior to twenty-four hours before the [opening of the polls on the day of] commencement of the period of early voting at the election for which such nomination has been made, the vacancy may be filled in the manner prescribed in this section by two o'clock p.m. of the day before the [election] first day of such period of early voting with the municipal clerk or the Secretary of the State, as the case may be. If a nominee dies within twenty-four hours before the [opening of the polls] commencement of the period of early voting at the election and prior to the close of the polls on the day of the election for which such nomination has been made, such nominee shall not be replaced and the votes cast for such nominee shall be canvassed and counted, and if such

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nominee receives a plurality of the votes cast, a vacancy shall exist in the office for which the nomination was made. The vacancy shall then be filled in a manner prescribed by law. A copy of such certification to the municipal clerk shall also be filed with the Secretary of the State. Such nomination to fill a vacancy due to death or disqualification shall include a statement setting forth the reason for such vacancy. If at the time such nomination is certified to the Secretary of the State or to the municipal clerk, as the case may be, the ballots have already been printed, the Secretary of the State shall direct the municipal clerk in each municipality affected to (A) have the ballots reprinted with the nomination thus made included thereon, (B) cause printed stickers to be affixed to the ballots so that the name of any candidate who has died, withdrawn or been disqualified is deleted and the name of any candidate chosen to fill such vacancy appears in the same position as that in which the vacated candidacy appeared, or (C) cause blank stickers to be so affixed if the vacancy is not filled.

Sec. 13. Section 9-426 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) If only one candidacy has been filed by a person other than a party-endorsed candidate for the nomination by a political party to a particular office and the candidate whose candidacy has been so filed thereafter, but prior to the [opening of the polls] commencement of the period of early voting at such primary, dies, withdraws his name from nomination or for any reason becomes disqualified to hold the office for which he is a candidate, no primary shall be held for the nomination of such party to that office and the party-endorsed candidate for such office shall be deemed to have been lawfully chosen in the same manner and to the same extent as is provided in sections 9-382 to 9-450, inclusive, in the case where no candidacy other than a party-endorsed candidacy has been filed.

(b) If candidacies have been filed by only one group of persons other

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than party-endorsed candidates for election to a town committee, and the candidates whose candidacies have been so filed thereafter, but prior to the opening of the polls at such primary, die, withdraw their names from nomination or for any reason become disqualified to hold the positions for which they are candidates, so as to render the number of candidacies so filed less than twenty-five per cent of the number of town committee members to be elected by such party either in the municipality or in the political subdivision, as the case may be, no primary shall be held for those positions and the party-endorsed candidates for such positions shall be deemed to have been lawfully chosen in the same manner and to the same extent as is provided in sections 9-382 to 9-450, inclusive, in the case where no candidacies other than party-endorsed candidacies have been filed.

(c) If any person on a slate, prior to the [opening of the polls] commencement of the period of early voting at such primary, dies, withdraws his name from nomination or for any reason becomes disqualified to hold the position for which he is a candidate, such partial slate shall appear on the ballot at the primary and, if such partial slate wins, then the remaining members may fill the vacancy. If only one such slate other than a slate of party-endorsed candidates has been filed for election and prior to the [opening of the polls] commencement of the period of early voting at such primary each of the persons on such slate dies, withdraws or becomes disqualified, no primary shall be held for those positions and the party-endorsed candidates for those positions shall be deemed to have been lawfully chosen in the same manner and to the same extent as is provided in sections 9-382 to 9-450, inclusive, in the case where no candidacies other than party-endorsed candidacies have been filed.

Sec. 14. Section 9-428 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) If a party-endorsed candidate [for nomination to an office or] for



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election to the position of town committee member, prior to twenty-four hours before the opening of the polls at the primary, dies or, prior to ten days before the day of such primary, withdraws his name from nomination or for any reason becomes disqualified to hold the [office or] position for which he is a candidate, the state central committee, the town committee or other authority of the party which endorsed such candidate may make an endorsement to fill such vacancy or provide for the making of such endorsement, in such manner as is prescribed in the rules of such party, and certify to the registrar and municipal clerk or to the Secretary of the State, as the case may be, the name of the person so endorsed. If such certification is made at least twenty-four hours prior to the opening of the polls at the primary, in the case of such an endorsement to replace a candidate who has died, or at least seven days before the day of such primary, in the case of such an endorsement to replace a candidate who has withdrawn or become disqualified, such person so endorsed shall run in the primary as the party-endorsed candidate, except as provided in sections 9-416 and 9-417. If such certification of another party-endorsed candidate has been made within the time specified in this section, and if the ballots have already been printed and the names of the candidates for such [office or] position appear on the ballots, the Secretary of the State or the registrar, as the case may be, shall direct the clerk of each municipality holding such primary to have the ballots reprinted with the name of the person so certified included thereon; provided, in the case of such an endorsement to replace a candidate who has died, if such certification has been made less than ninety-six hours but at least twenty-four hours prior to the opening of the polls at the primary, such Secretary or registrar shall direct such clerk to have stickers printed and inserted upon the ballots, having the name of the person so certified appearing thereon, and the moderator in each polling place shall cause such stickers to be pasted on the ballots before the opening of the polls at such primary.

(b) If a party-endorsed candidate for nomination to an office, prior to

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twenty-four hours before the commencement of the period of early voting at the primary, dies or, prior to ten days before the first day of such period of early voting, withdraws his name from nomination or for any reason becomes disqualified to hold the office for which he is a candidate, the state central committee, the town committee or other authority of the party which endorsed such candidate may make an endorsement to fill such vacancy or provide for the making of such endorsement, in such manner as is prescribed in the rules of such party, and certify to the registrar and municipal clerk or to the Secretary of the State, as the case may be, the name of the person so endorsed. If such certification is made at least twenty-four hours prior to the commencement of the period of early voting at the primary, in the case of such an endorsement to replace a candidate who has died, or at least seven days before the first day of such period of early voting, in the case of such an endorsement to replace a candidate who has withdrawn or become disqualified, such person so endorsed shall run in the primary as the party-endorsed candidate, except as provided in sections 9-416 and 9-417. If such certification of another party-endorsed candidate has been made within the time specified in this section, and if the ballots have already been printed and the names of the candidates for such office appear on the ballots, the Secretary of the State or the registrar, as the case may be, shall direct the clerk of each municipality holding such primary to have the ballots reprinted with the name of the person so certified included thereon; provided, in the case of such an endorsement to replace a candidate who has died, if such certification has been made less than ninety-six hours but at least twenty-four hours prior to the commencement of the period of early voting at the primary, such Secretary or registrar shall direct such clerk to have stickers printed and inserted upon the ballots, having the name of the person so certified appearing thereon, and the moderator in each polling place shall cause such stickers to be pasted on the ballots before the opening of the polls at such primary.

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Sec. 15. Section 9-429 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(a) If, prior to the opening of the polls at a primary [for nomination to an office or] for election of town committee members, such a number of candidates have died, withdrawn their names or become ineligible, and have not been replaced as permitted in sections 9-426, as amended by this act, and 9-428, as amended by this act, as to render the total number of candidates for such [office or] position no greater than the number to be [nominated to such office or] elected to such positions, the primary shall not be held, and each of the party-endorsed and other candidates shall be deemed to have been lawfully [nominated to such office or] elected to such positions.

(b) If, prior to the commencement of the period of early voting at a primary for nomination to an office, such a number of candidates have died, withdrawn their names or become ineligible, and have not been replaced as permitted in sections 9-426, as amended by this act, and 9-428, as amended by this act, as to render the total number of candidates for such office no greater than the number to be nominated to such office, the primary shall not be held, and each of the party-endorsed and other candidates shall be deemed to have been lawfully nominated to such office.

Sec. 16. Subsection (b) of section 9-55 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

(b) If a political party authorizes unaffiliated electors to vote in a primary, under section 9-431, and a notice of primary is published, the registrars shall cause a list of all unaffiliated electors eligible to vote in the primary to be printed before the commencement of the period of early voting at such primary. If unaffiliated electors are authorized to vote in only one party's primary and are authorized to vote for all offices

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to be contested at the primary, the registrars may print the list of unaffiliated electors in combination with such party's enrollment list, indicating party affiliation where applicable.

Sec. 17. Section 9-217 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective January 1, 2024*):

The Secretary of the State shall provide to the clerk of the municipality in which such election is to be held a list of the candidates of each party for such office by the thirty-fourth day before the commencement of the period of early voting at such special election.

Sec. 18. Subsection (b) of section 9-4a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(b) The voter guide shall contain:

(1) The date of the state election and the hours the polls will be open, and the dates of the period of early voting at such state election and the hours the locations designated for the conduct of early voting will be open;

(2) The name, party affiliation and contact information of each candidate who is nominated or qualifies as a petitioning candidate for election to the office of President of the United States, Vice-President of the United States, senator in Congress, representative in Congress, Governor, Lieutenant Governor, Attorney General, State Treasurer, State Comptroller, Secretary of the State, state senator or state representative at the state election. As used in this section, "contact information" means any or all of the following information received by the Secretary of the State in the course of the secretary's elections duties or by the Federal Election Commission: A candidate's campaign mailing address, telephone number, facsimile number, electronic mail address and web site. The voter guide may provide contact information for a

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candidate for the office of President of the United States, Vice-President of the United States, senator in Congress or representative in Congress by an electronic link to such information on the Federal Election Commission's web site;

(3) The following three maps produced pursuant to the most recent decennial reapportionment of General Assembly and Connecticut congressional districts: One map showing the boundaries of state senatorial districts, one map showing the boundaries of state house of representatives districts and one map showing the boundaries of state congressional districts;

(4) A description of each office to be filled at the state election;

(5) An absentee ballot application in printable format;

(6) Instructions regarding voting by absentee ballot;

(7) Information on the procedure for registering to vote;

(8) A voter registration application in printable format;

(9) The full text of each proposed constitutional amendment that will appear on the ballot at the state election;

(10) The explanatory text as to the content and purpose of each such proposed constitutional amendment, which is prepared by the Office of Legislative Research pursuant to section 2-30a; and

(11) The text of the Voter's Bill of Rights set forth in section 9-236b.

Sec. 19. (NEW) (*Effective from passage*) (a) The Secretary of the State shall develop and conduct a state-wide public awareness campaign to educate the public regarding the availability of early voting at elections and primaries and to provide information to the public concerning such early voting, including, but not limited to, the number of days of early

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voting prior to an election or primary, the hours for early voting during such days and the procedures for casting a ballot at locations designated for the conduct of early voting.

(b) The Secretary of the State shall develop an early voting procedure manual, which shall include, but need not be limited to, a model plan for the designation and staffing of locations for the conduct of early voting, and shall revise such procedure manual as necessary in accordance with changes in the law relating to the conduct of early voting. The Secretary shall distribute such procedure manual, and any revision to such procedure manual, to each registrar of voters and municipal clerk and shall publish such procedure manual, and any such revision, on the Internet web site of the office of the Secretary of the State.

Sec. 20. Section 9-235e of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

Except as otherwise provided in this section, the Secretary of the State, or the Secretary's designee, shall be allowed access to each polling place or location designated for the conduct of early voting within the state during any municipal, state or federal election, primary or recanvass for the purpose of reviewing [each] any such polling place or location and any such recanvass for compliance with state and federal law. If the Secretary is a candidate on the ballot for any election or primary at a polling place or location designated for the conduct of early voting, only the Secretary's designee may access such polling place or location pursuant to the provisions of this section.

Sec. 21. Subsection (a) of section 9-6c of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) Two or more municipalities may jointly perform any function that

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each municipality is required to perform individually under this title, except conduct early voting pursuant to section 1 of this act, by entering into an agreement pursuant to this section. Any such agreement shall be negotiated and shall contain all provisions upon which each participating municipality agrees. Any such agreement shall establish a process for amendment of, termination of and withdrawal from such agreement. Any proposed agreement shall be submitted to the legislative body of each participating municipality for a vote to ratify or reject such agreement. The legislative body of each participating municipality shall provide an opportunity for public comment prior to any such vote. For purposes of this section, providing an opportunity for public comment does not require a legislative body to conduct a public hearing.

Sec. 22. Subsection (c) of section 9-50b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(c) Not later than sixty days after each election or primary, the registrars of voters shall update the state-wide centralized voter registration system and indicate whether the eligible voters on the official registry list for such election or primary voted and, if so, if they voted in person on the day of such election or primary, in person during the period of early voting at such election or primary or by absentee ballot.

Sec. 23. Subsection (y) of section 9-1 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(y) "The last session for admission of electors prior to an election" means the day which is the [seventh] eighteenth day prior to an election.

Sec. 24. Subsection (a) of section 9-17 of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1,*

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2023):

(a) For the purposes of this section, "primary day" means the day that a primary for state, district and municipal offices is being held in accordance with section 9-423, and "election day" means the day of each regular election. (1) The registrars of voters of each town shall hold sessions to examine the qualifications of electors and admit those found qualified on the dates and at the times set forth in this section. Such sessions shall be held on the following days during the hours indicated, except as provided in subdivision (2) of this subsection:

| Day   | Hours  |
|---|--|
| [ <del>Fourteenth</del> ] <u>Eighteenth</u> day<br>before primary day ..... | any two hours between<br>5:00 p.m. and 9:00 p.m. |
| [ <del>Seventh</del> ] <u>Eighteenth</u> day<br>before election day .....   | 9:00 a.m. to 8:00 p.m.                           |

The session of the registrars of voters on the [~~seventh~~] eighteenth day before election day shall be the last session for admission of electors prior to an election, as defined in subsection (y) of section 9-1, as amended by this act. (2) No town having a population of less than twenty-five thousand persons shall be required to hold sessions for admission of electors on the [~~fourteenth~~] eighteenth day before primary day.

Sec. 25. Subsection (f) of section 9-19k of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(f) If an applicant registers to vote pursuant to the provisions of this section after the [~~seventh~~] eighteenth day before an election or after the [~~fifth~~] eighteenth day before a primary, the privileges of an elector shall not attach until the day after such election or primary, as the case may



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be. In such event, the registrars of voters may contact such applicant, either by telephone or mail, in order to inform such applicant of the effect of such late received application and any applicable deadline for applying for admission in person. Nothing in this subsection shall be construed to prevent an individual from (1) applying to be admitted as an elector pursuant to section 9-19j, as amended by this act, during a period of early voting at an election, or (2) subject to the provisions of subdivision (4) of subsection (a) of section 1 of this act, applying to be enrolled in a political party during a period of early voting at a primary.

Sec. 26. Subsections (c) and (d) of section 9-23g of the general statutes are repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(c) Forthwith upon receipt of a registration application in the office of the registrars of voters, the registrar shall mark such date on the application and review the application to determine whether the applicant has properly completed it and is legally qualified to register. Forthwith upon completing his review, the registrar shall (1) indicate on the application whether the application has been accepted or rejected, (2) mail a notice to the applicant, (3) indicate on the application the date on which such notice is mailed, and (4) provide a copy of such notice to the other registrar. If the registrar determines that the applicant has not properly completed the application or is not legally qualified to register, the notice shall indicate that the application has been rejected and shall state any reason for rejection. If the registrar determines that the applicant has properly completed the application and is legally qualified to register, the notice shall indicate that the application has been accepted. A notice of acceptance or a notice of rejection shall be sent (A) not later than four days after receipt of an application during the period beginning on the [forty-ninth] sixtieth day before an election and ending on the [twenty-first] thirty-second day before such election, (B) on the day of receipt of an application if it is received (i) during the

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period beginning on the [twentieth] thirty-first day before such election and ending on the [seventh] eighteenth day before such election, (ii) during the period beginning on the [sixth] seventeenth day before an election and ending on election day if the application has been received by the [seventh] eighteenth day before an election by the Commissioner of Motor Vehicles or by a voter registration agency, (iii) during the period beginning on the [twenty-first] thirty-fourth day before a primary and ending on the [fifth] eighteenth day before a primary, or (iv) during the period beginning on the [fourth] seventeenth day before a primary and ending at twelve o'clock noon on the last weekday before a primary, if the application has been postmarked by the [fifth] eighteenth day before the primary and is received in the office of the registrars of voters during such period or if the application is received by the [fifth] eighteenth day before a primary by the Commissioner of Motor Vehicles or by a voter registration agency, and (C) within ten days of receipt of an application at any other time. A notice of acceptance shall be sent by first-class mail with instructions on the envelope that it be returned if not deliverable at the address shown on the envelope. A notice of acceptance shall indicate the effective date of the applicant's registration and enrollment, the date of the next regularly scheduled election or primary in which the applicant shall be eligible to vote and the applicant's precinct and polling place. If a notice of acceptance of an application is returned undelivered, the registrars shall forthwith take the necessary action in accordance with section 9-35 or 9-43, notwithstanding the May first deadline in section 9-35. An applicant for admission as an elector pursuant to this section and section 9-23h may only be admitted as an elector by a registrar of voters of the town of his residence. Not later than December thirty-first, annually, the Secretary of the State shall establish an official calendar of all deadlines set forth in this subsection for regularly scheduled elections and primaries to be held in the following calendar year.

(d) (1) Except as otherwise provided in this subsection, the privileges

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of an elector for any applicant for admission under this section and section 9-23h shall attach immediately upon approval by the registrar, and the registrars shall enter the name of the elector on the registry list.

(2) Except as provided in subdivision (3) of this subsection, if a mailed application is postmarked, or if a delivered application is received in the office of the registrars of voters, after the [seventh] eighteenth day before an election or after the [fifth] eighteenth day before a primary, the privileges of an elector shall not attach until the day after such election or primary, as the case may be. In such event, the registrars of voters may contact such applicant, either by telephone or mail, in order to inform such applicant of the effect of such late received mail-in application and any applicable deadline for applying for admission in person. Nothing in this subdivision shall be construed to prevent an individual from (A) applying to be admitted as an elector pursuant to section 9-19j, as amended by this act, during a period of early voting at an election, or (B) subject to the provisions of subdivision (4) of subsection (a) of section 1 of this act, applying to be enrolled in a political party during a period of early voting at a primary.

(3) If an application is received after the [seventh] eighteenth day before an election or after the [fifth] eighteenth day before a primary by the Commissioner of Motor Vehicles or by a voter registration agency, the privileges of an elector shall not attach until the day after the election or primary, as the case may be, or on the day the registrar approves it, whichever is later. Nothing in this subdivision shall be construed to prevent an individual from (A) applying to be admitted as an elector pursuant to section 9-19j, as amended by this act, during a period of early voting at an election, or (B) subject to the provisions of subdivision (4) of subsection (a) of section 1 of this act, applying to be enrolled in a political party during a period of early voting at a primary.

(4) If on the day of an election or primary, the name of an applicant does not appear on the official check list, such applicant may present to

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the moderator at the polls either a notice of acceptance received through the mail or an application receipt that was previously provided to the applicant pursuant to section 9-19e, subsection (b) of section 9-19h, subsection (b) of this section or section 9-23n. If an applicant presents said notice or receipt, and either the registrars of voters find the original application or the applicant submits a new application at the polls, the registrar, or assistant registrar upon notice to and approval by the registrar, shall add such person's name and address to the official check list on such day and the person shall be allowed to vote if otherwise eligible to vote and the person presents to the checkers at the polling place a preprinted form of identification pursuant to subparagraph (A) of subdivision (2) of subsection (a) of section 9-261.

Sec. 27. Subdivision (3) of subsection (a) of section 9-192a of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(3) Once certified, pursuant to subdivision (1) of this subsection, each registrar shall participate each year in not less than eight hours of training, not including any training described under subdivision (2) of subsection (d) of this section, in order to maintain such certification. Such training shall be as prescribed by the Secretary of the State and shall be conducted by said Secretary or a third party approved by said Secretary to conduct such training. On and after January 1, 2024, such training shall include procedures for the conduct of early voting at elections and primaries. Any registrar who fails to satisfy such annual training requirement shall be directed by the Secretary of the State to take remedial measures prescribed by said Secretary.

Sec. 28. Subsection (a) of section 9-320f of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) Not earlier than the fifteenth day after any election or primary and

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not later than two business days before the canvass of votes by the Secretary of the State, Treasurer and Comptroller, for any federal or state election or primary, or by the town clerk for any municipal election or primary, the registrars of voters shall conduct a manual audit or, for an election or primary held on or after January 1, 2016, an electronic audit authorized under section 9-320g of the votes recorded in not less than five per cent of the voting districts in the state, district or municipality, whichever is applicable. For the purposes of this section, any central location used in a municipality for the counting of absentee ballots, early voting ballots or same-day election registration ballots shall be deemed a voting district. Such manual or electronic audit shall be noticed in advance and be open to public observation. Any election official who participates in the administration and conduct of an audit pursuant to this section shall be compensated by the municipality at the standard rate of pay established by such municipality for elections or primaries, as the case may be.

Sec. 29. Subsection (a) of section 9-229 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(a) The registrars of voters in the several towns and, in towns where there are different registrars for different voting districts, the registrars of voters in such districts shall appoint the moderators of regular and special state and municipal elections in their respective towns or districts. For the purpose of providing a reserve group of persons who may serve as moderators, the registrars shall designate alternate moderators from among those persons chosen as official checkers, or tabulator tenders, in the following minimum numbers: In towns with one or more but not exceeding three voting districts, one alternate moderator; in towns with four or more but not exceeding eight voting districts, two alternate moderators; in towns with more than eight voting districts, a number of alternate moderators equal to one-fourth

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of the number of voting districts rounded off to the nearest multiple of four. In case the registrars fail to agree in the choice of a moderator or alternate moderator, the choice shall be determined between such registrars by lot. In the case of a primary, the registrar, as defined in section 9-372, shall so appoint such moderators and alternate moderators. Moderators and alternate moderators shall be appointed at least twenty days before the commencement of the period of early voting at such election or primary. The registrars shall submit a list of the names of such moderators and alternate moderators to the municipal clerk, which list shall be made available for public inspection by such clerk. Each person appointed to serve as moderator or alternate moderator shall be certified by the Secretary of the State in accordance with the provisions of subsection (c) of this section, except as provided in subsection (d) of this section or section 9-436.

Sec. 30. Section 9-256 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

The registrars of voters of each municipality shall, not less than ten days prior to the commencement of the period of early voting at an election, file with the Secretary of the State a sample ballot identical with those to be provided for each polling place under section 9-255. The Secretary of the State shall examine the sample ballot required to be filed under this section, and if such sample ballot contains an error, the Secretary of the State shall order the registrars of voters to reprint a corrected sample ballot or to take other such action as the Secretary may deem appropriate.

Sec. 31. Section 9-264 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

An elector who requires assistance to vote, by reason of blindness, disability or inability to write or to read the ballot, may be given assistance by a person of the elector's choice, other than (1) the elector's

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employer, (2) an agent of such employer, (3) an officer or agent of the elector's union, or (4) a candidate for any office on the ballot, unless the elector is a member of the immediate family of such candidate. The person assisting the elector may accompany the elector into the voting booth at the polling place, [or] the location designated for [election day] same-day election registration or the location designated for the conduct of early voting, as applicable. Such person shall register such elector's vote upon the ballot as such elector directs. Any person accompanying an elector into the voting booth at the polling place or the location designated for election day registration who deceives any elector in registering the elector's vote under this section or seeks to influence any elector while in the act of voting, or who registers any vote for any elector or on any question other than as requested by such elector, or who gives information to any person as to what person or persons such elector voted for, or how such elector voted on any question, shall be guilty of a class D felony. As used in this section, "immediate family" means "immediate family" as defined in section 9-140b.

Sec. 32. Subdivision (2) of subsection (a) of section 9-7b of the general statutes is repealed and the following is substituted in lieu thereof (*Effective July 1, 2023*):

(2) To levy a civil penalty not to exceed (A) two thousand dollars per offense against any person the commission finds to be in violation of any provision of chapter 145, part V of chapter 146, part I of chapter 147, chapter 148, section 7-9, section 9-12, subsection (a) of section 9-17, as amended by this act, section 9-19b, 9-19e, 9-19g to 9-19k, inclusive, as amended by this act, 9-20, 9-21, 9-23a, 9-23g, as amended by this act, 9-23h, 9-23j to 9-23o, inclusive, 9-23r, 9-26, 9-31a, 9-32, 9-35, 9-35b, 9-35c, 9-40a, 9-42, 9-43, 9-50a, 9-56, 9-59, 9-168d, 9-170, 9-171, 9-172, 9-232i to 9-232o, inclusive, 9-404a to 9-404c, inclusive, 9-409, 9-410, 9-412, 9-436, 9-436a, 9-453e to 9-453h, inclusive, 9-453k or 9-453o or section 1 of this act, (B) two thousand dollars per offense against any town clerk, registrar of

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voters, an appointee or designee of a town clerk or registrar of voters, or any other election or primary official whom the commission finds to have failed to discharge a duty imposed by any provision of chapter 146 or 147, (C) two thousand dollars per offense against any person the commission finds to have (i) improperly voted in any election, primary or referendum, and (ii) not been legally qualified to vote in such election, primary or referendum, or (D) two thousand dollars per offense or twice the amount of any improper payment or contribution, whichever is greater, against any person the commission finds to be in violation of any provision of chapter 155 or 157. The commission may levy a civil penalty against any person under subparagraph (A), (B), (C) or (D) of this subdivision only after giving the person an opportunity to be heard at a hearing conducted in accordance with sections 4-176e to 4-184, inclusive. In the case of failure to pay any such penalty levied pursuant to this subsection within thirty days of written notice sent by certified or registered mail to such person, the superior court for the judicial district of Hartford, on application of the commission, may issue an order requiring such person to pay the penalty imposed and such court costs, state marshal's fees and attorney's fees incurred by the commission as the court may determine. Any civil penalties paid, collected or recovered under subparagraph (D) of this subdivision for a violation of any provision of chapter 155 applying to the office of the Treasurer shall be deposited on a pro rata basis in any trust funds, as defined in section 3-13c, affected by such violation.

Sec. 33. (NEW) (*Effective July 1, 2023*) Not later than January 15, 2024, and annually thereafter, the chief executive officer of each municipality that, pursuant to its municipal charter, conducts referenda for the purpose of adopting such municipality's budgets shall submit to the joint standing committee of the General Assembly having cognizance of matters relating to elections a report detailing the provisions of such municipal charter concerning the conduct of referenda for such purpose and the procedures for such conduct.



***Substitute House Bill No. 5004***

Approved June 7, 2023



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 23-2353

**Agenda Date:** 1/3/2024

**Agenda #:** 4.

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## CONTRACT-LEASE

### **Motion/Request:**

MOTION to approve the Master Municipal Agreement for Construction Projects between the State of Connecticut Department of Transportation (DOT) and the Town of Ledyard.

### **Background- Terms:**

**From:** Maura, Denise <[Denise.Maura@ct.gov](mailto:Denise.Maura@ct.gov) <mailto:Denise.Maura@ct.gov>>

**Sent:** Wednesday, December 6, 2023 11:03 AM

**To:** [mayor@ledyardct.org](mailto:mayor@ledyardct.org) <mailto:mayor@ledyardct.org>; [mayoral.asst@ledyardct.org](mailto:mayoral.asst@ledyardct.org) <mailto:mayoral.asst@ledyardct.org>

**Cc:** Hayward, Hugh H <[Hugh.Hayward@ct.gov](mailto:Hugh.Hayward@ct.gov) <mailto:Hugh.Hayward@ct.gov>>

**Subject:** Master Municipal Agreement for Construction Projects - Ledyard

Hello,

On behalf of the Connecticut Department of Transportation (CTDOT), and pursuant to recent discussions between CTDOT and Municipality representatives, attached for the Municipality's review and signature, please find the revised Master Municipal Agreement for Construction Projects (Agreement/MMAC). This revised ten-year term Agreement is intended to replace the previously consummated MMAC, which was executed between CTDOT and the Municipality in January. Over the last ten years, the original MMAC, combined with specific Project Authorization Letters (PALs), has fundamentally streamlined, and improved how the CTDOT does project level business with the municipalities in Connecticut.

The revised ten-year term MMAC covers both municipally advertised construction projects, as well as projects advertised by the CTDOT on behalf of municipalities. Since the requirements differ, depending on who advertises and awards the construction contract, this MMAC is designed to address each scenario. The MMAC includes standard terms, conditions, and contracting "boiler plate" language that should generally govern all municipal construction projects involving the CTDOT, which are undertaken throughout the ten-year term.

Since the original MMAC was consummated ten years ago, the CTDOT's business practices have evolved to include many grant-type construction projects. The revised MMAC contains a new Article (4) specifically tailored to the administration of these more streamlined, typically State funded, grant-type construction projects. In addition, the revised MMAC includes various updated State and Federal-required provisions that were a part of the originally executed MMAC.

The existing MMAC, a copy of which is attached for reference, is set to expire on January 21, 2024. As such, any efforts on the part of the Municipality to expedite the review and approval of the revised MMAC would be greatly appreciated.

Please be informed that CTDOT no longer requires municipalities to obtain and provide a formal resolution which authorizes the First Elected Official or Municipal Administrator to sign a Master Agreement or

Amendment thereto. However, each Municipality should adhere to its respective bylaws and established procedures in this regard. If it is necessary to present the revised MMAC to a Board of Alders or Selectmen before it can be signed, CTDOT requests that you please inform us of this and advise as to the anticipated meeting date.

At the Municipality's discretion, the revised MMAC may be signed digitally (preferred) or printed and signed manually, but CTDOT only requires a scanned (PDF) version of the signed document. It is no longer necessary to send a hard copy via USPS. Upon receipt of the Municipality's signature, CTDOT will countersign and a copy of the fully executed revised MMAC will be provided back to the Municipality.

Should there be any questions or concerns, please do not hesitate to contact Mr. Hugh Hayward at [Hugh.Hayward@ct.gov](mailto:Hugh.Hayward@ct.gov) <<mailto:Hugh.Hayward@ct.gov>> so that he can coordinate with the necessary parties to achieve a prompt resolution.

Thank you for your cooperation in this matter.

Regards,

Denise Maura  
Administrative Assistant  
to the Division Chief  
Division of Highway Design

Connecticut Department of Transportation  
P.O. Box 317546  
Newington, CT 06131-7546  
[denise.maura@ct.gov](mailto:denise.maura@ct.gov) <<mailto:denise.maura@ct.gov>>

**Department Comment/Recommendation:**

Click or tap here to enter text.

**Finance Director Comment/Recommendation:**

Click or tap here to enter text.

**Mayor Comment/Recommendation:**

Click or tap here to enter text.

## MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS (“Master Agreement”) is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the “DOT”), and the Town of Ledyard, 741 Colonel Ledyard Highway, Ledyard, Connecticut 06339-1511 (the “Municipality”). The DOT or the Municipality may be referred to each individually as the “Party” and collectively as the “Parties.”

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to roadways, structures and transportation facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-23, § 13a-98i, § 13a-98n, § 13a-165, § 13b-4(7) of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

**Article 1. Definitions.** For the purposes of this Master Agreement, the following definitions apply:

1.1 “Accumulative Costs” means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 “Affirmative Action (‘AA’) Special Provision” is defined in Section 3.13(a).

1.3 “Administer,” “Administering” or “Administration” of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

## **Master Municipal Agreement for Construction Projects**

1.4 “Authorization to Advertise Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to advertise an invitation to bid for the Construction Project.

1.5 “Authorization to Award Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.6 “Authorization to Proceed Notice” means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.

1.7 “Authorized Department of Transportation (DOT) Representative” means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs and other instruments as set forth in such delegation.

1.8 “Construction Order” means the instrument issued by the DOT to the Municipality authorizing funding for modification to the Project scope of work performed by the Prime Contractor.

1.9 “Consulting Engineer” means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.10 “Construction Project” means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality’s behalf, to construct improvements on an eligible locally and/or State maintained roadway or structure, to perform transportation activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project, and in accordance with the PAL and this Master Agreement.

1.11 “Contingencies” means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the discretion of the DOT or the Municipality, as applicable, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.

1.12 “Contract Items” means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.

## Master Municipal Agreement for Construction Projects

1.13 “Demand Deposit” means an amount of money due to the DOT from the Municipality.

1.14 “Depreciation Reserve Credit” means the credit for the used life of the replaced utility facility when a new facility is installed.

1.15 “Design Services During Construction” means design services required during the construction phase, with the DOT’s prior approval, which may include, but are not limited to, construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT’s prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.16 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.17 “Disadvantage Business Enterprise (DBE)” has the meaning defined in Schedule E.

1.18 “DOT-provided Services” means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.19 “Effective Date” means the date which the Master Agreement is executed by the DOT.

1.20 “Extra Work” means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL and authorized in writing by the DOT.

1.21 “Funding” means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT disperses to the Municipality on a reimbursement or upfront payment basis.

1.22 “Grant” means an award or appropriation of State or DOT funds for a Construction Project that the DOT will disperse to the Municipality on an upfront payment basis, unless otherwise stated in the PAL.

1.23 “Incidentals to Construction” means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined

## Master Municipal Agreement for Construction Projects

by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.24 “Inspection Activities” means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed necessary by the DOT.

1.25 “Inspection Consultant” means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.26 “Municipal Project” means a project undertaken by the Municipality for improvements on eligible locally and/or State-maintained roadways, structures, transportation facilities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.27 “Nonparticipating Items” means those items or portions of the Construction Project work determined upfront by the Federal Highway Administration (“FHWA”), the DOT, or both during the Municipal Project design phase to not be eligible for reimbursement with the Funding, in accordance with federal regulation or State requirement/Municipality Manual.

1.28 “Official Notice” means notice given from one Party to the other in accordance with Article 14.

1.29 “Plans, Specifications, and Estimates (PS&E)” means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.30 “Prime Contractor” means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.31 “Project Amount” means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT’s issuance of the PAL.

1.32 “Project Authorization Letter (PAL)” means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

## Master Municipal Agreement for Construction Projects

1.33 “Small Business Enterprise (SBE)” has the meaning defined in Schedule E.

1.34 “Small Business Participation Pilot Program (SBPPP)” has the meaning defined in Schedule G.

1.35 “Special Provisions” means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.36 “Standard Specifications” means, collectively, the publications entitled “Standard Specifications for Roads, Bridges, Facilities and Incidental Construction (Form 818)” Connecticut Department of Transportation (2020) and its supplemental specifications issued from time to time by the DOT, entitled the “Supplemental Specifications to the Standard Specification for Roads, Bridges, and Incidental Construction (Form 818),” Connecticut Department of Transportation (January 2022), as may be revised.

1.37 “State” means the State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

1.38 “Term” means the duration of the Master Agreement.

1.39 “Transportation Alternative Facilities” means the facilities installed or constructed under projects pursuant to 23 U.S.C. § 133(h)(3), as revised, including, but not limited to, pedestrian or bike trails.

1.40 “Transportation Amenity” means an item approved by the DOT, in its sole discretion, for installation or construction as part of the Project that serves as a nonfunctional accessory or aesthetic element to the functional items of the Project, including but not limited to park benches, garbage receptacles, painted mast arms and span poles, decorative street or sidewalk illumination, and decorative sidewalk or crosswalk elements.

1.41 “Transportation Facilities” means any roadway, structure, building or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Alternative Facilities, including, but not limited to, pedestrian or bike trails, any improvements to any of the foregoing, and any combination of the foregoing.

### **Article 2. Issuance and Acknowledgment of PALs for Construction Projects.**

2.1 **Issuance of PAL.** The DOT shall issue to the Municipality a PAL for the applicable Construction Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Agreement will address Construction Projects and will not address design phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the Construction Project. Additional required steps and approvals are set forth in this Agreement.



## Master Municipal Agreement for Construction Projects

2.2 **Written Acknowledgement of the PAL.** In order for the PAL to become effective and binding on both parties, the Municipality must return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the “Written Acknowledgement of the PAL,” which serves to acknowledge the Municipality’s receipt of the PAL and confirm that the Municipality will undertake the particular Construction Project in accordance with the PAL and this Master Agreement). The Municipality shall submit the Written Acknowledgement of the PAL to the DOT Project Manager as designated in the PAL, no later than the deadline set forth in the PAL. Submission of the Written Acknowledgement of the PAL by electronic transmission is acceptable and preferred. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT.

2.3 **Designated Official.** The Municipality herein represents that the Mayor of the Town of Ledyard is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit on its behalf the Written Acknowledgement of the PAL(s) to the DOT. The Municipality agrees that the signature of the Designated Official shall bind the Municipality with respect to the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. At any time during the Term, the Municipality may send written notice to the DOT (in accordance with Article 10) of its designation of a new individual to act as the authorized Designated Official specified in Schedule A and the effective date of such designation, upon which date the DOT shall address all PALs and Notices to Proceed or Award to such individual going forward.

2.4 **Obligations of Municipality.** Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Construction Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Construction Project and agrees to use the Funding to complete the same. The Municipality’s failure to diligently perform its obligations to progress the Construction Project in accordance with the project schedule may be deemed by the DOT, in its sole discretion, a breach of the respective PAL and, as a result, the DOT may seek any remedy available to it pursuant to this Master Agreement.

2.5 **Revisions to the PAL.** Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Construction Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the “Supplemental PAL.” The Supplemental PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Supplemental PAL will supersede the previously-issued PAL for the Construction Project

## Master Municipal Agreement for Construction Projects

and will control.

**2.6 State Required Provisions.** With respect to this Master Agreement and each PAL issued and acknowledged under this Master Agreement, Municipality shall comply with the “State of Connecticut Required Provisions” attached as Schedule B to this Master Agreement, which may be revised from time to time to reflect changes in law. With respect to any contracts that the Municipality enters into in order to fulfill its obligations for a particular Construction Project, the Municipality agrees to include in such contracts the applicable requirements set forth in Schedule B.

### **2.7 Federal Requirements & Title VI Assurances.**

(a) With respect to this Master Agreement and each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited to FHWA, the Municipality shall comply with such federal agency or office’s contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the federal agency or office may permit otherwise in writing. With respect to any contracts that the Municipality enters into in order to fulfill its obligations for a particular Construction Project, the Municipality agrees to include in such contracts the applicable requirements imposed by this Section 2.7.

(b) The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d et seq.), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR § 50.3) and the “Title VI Contractor Assurances,” attached as Schedule C-2 to this Master Agreement, as may be revised. For the purposes of this Section 2.7(b), references to “Contractor” in Schedule C shall mean the Municipality.

**2.8 Revisions.** While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with and must require its Prime Contractor, Inspection Consultant, and Consulting Engineer, as applicable, to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the State, DOT, the federal government, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Construction Project, throughout the Term of this Master Agreement.

**Article 3. Municipality-Administered Construction Projects.** When the Municipality is responsible for Administering the Construction Project with Funding provided on a reimbursement basis, or as otherwise disbursed by the DOT as specified in the PAL, the sections of this Article 3 apply.

**3.1 Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

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(a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;

(b) the maximum reimbursement or payment to the Municipality under the PAL;

(c) an estimated cost break-down for all work under the Construction Project;

(d) an amount for Contingencies, which upon written authorization from the DOT shall be available to fund required work or change in costs, as approved by DOT, via the Construction Order process and in accordance with applicable federal requirements and in accordance Municipality Construction Manual;

(e) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project, as determined by the Funding ratio;

(f) the Project Amount; and

(g) any applicable affirmative action goal(s) assigned with respect to work on the Construction Project, as follows:

(1) if the Construction Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant to perform the Inspection Activities, the DBE goal assigned by the DOT to the Inspection Consultant. If federal funds are not used to fund the Inspection Activities on the Construction Project, then no DBE goal will be assigned for the Inspection Activities;

(2) if the Construction Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE goal assigned to the Inspection Consultant; or

(3) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBPPP goal assigned to the Inspection Consultant.

(h) Any applicable Transportation Facilities or Transportation Amenities installed or constructed within State owned rights-of-way that will be maintained by the Municipality in accordance with the applicable PAL, subject to the review and approval by the DOT prior to the Municipality commencing maintenance. The Municipality shall comply with the applicable DOT process and requirements to secure permission to access the rights-of-way and perform maintenance activities pursuant to a separate agreement with or encroachment permit issued by the DOT.

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### **3.2 Authorization to Award and Authorization to Proceed.**

(a) When the Municipality is electing to perform work with its own staff, it shall not allow Municipality staff to commence work on the Construction Project until the Municipality has received from the DOT an Authorization to Proceed Notice.

(b) When the Municipality is hiring a Prime Contractor to perform work on the Construction Project, the Municipality shall not allow the Prime Contractor to commence construction work until the Municipality has received from the DOT an Authorization to Award Notice.

(c) The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

### **3.3 Municipality to Perform and Complete the Construction Project.**

(a) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient personnel, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

(d) With respect to any Construction Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Construction Project are entirely ineligible for reimbursement with federal funds.

(e) The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

### **3.4 Engaging a Prime Contractor.**

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(a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, upon receipt of an Authorization to Advertise Notice from the DOT, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT and, if applicable, the federal government. In the event that a Municipality advertises a Construction Project without the DOT's prior written Authorization to Advertise, the DOT may in its sole discretion deem such to be a breach of the PAL, with all remedies under this Master Agreement available to the DOT, including but not limited to, the DOT terminating the PAL and the Municipality losing Funding for the Construction Project.

(b) The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications (in their current version in effect during the performance under a particular PAL), as applicable, unless otherwise directed by DOT in writing:

- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (August 2016), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project; and
- (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2013), as may be revised ("Municipality Manual").

(c) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the DOT and, if applicable, FHWA (or other federal authority). If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

**3.5 Pre-Award Requirements and Documentation.** The Municipality shall prepare and submit to the DOT a written determination of the Prime Contractor's responsiveness and qualifications to perform the work, based on review and analysis of the bids received. The Municipality shall require the selected Prime Contractor to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the Advertising Procedures for Construction Contracts Administered by Municipalities, unless otherwise directed by DOT in writing. The pre-award requirements include, but are not limited to:

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- (a) Required documentation applicable to any assigned affirmative action goal;
- (b) A schedule of progress or time chart for the Construction Project developed by the Prime Contractor;
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the Construction Project provided on the DOT form “Anticipated Source of Materials (CON-83),” as revised;
- (d) A completed “State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b” form, as revised;
- (e) A completed Certificate of Insurance on the form(s) acceptable to the DOT; and
- (f) Any other documentation requested by the DOT or federal government as pre-award requirements.

### 3.6 Approval to Award Contract(s).

- (a) The Municipality must receive the DOT’s prior written approval in order to award its contracts, enter into modifications or supplements to the contracts, or issue any Construction Orders under its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT and federal requirements the Municipality’s proposed contracts prior to the DOT issuing any written approval.
- (b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the Advertising Procedures for Construction Contracts Administered by Municipalities and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT copies of the award letter, the contract executed with the Prime Contractor, and all other documents required by the Advertising Procedures for Construction Contracts Administered by Municipalities and otherwise requested by the DOT.
- (c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant. Without limiting the foregoing, this Article 3 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality’s failure to include the requirements in the contract with, and to ensure compliance by, the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, may amount to a breach of this Master Agreement and the

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respective PAL, as determined by the DOT in its sole discretion, and may result in the Municipality's loss of Funding for the Construction Project.

**3.7 Changes in Scope. Extensions of Time.** The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not grant any contract time extensions to its contractor(s) or consultant(s) without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

**3.8 Design Services During Construction.** The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT. If, in order to complete the approved Design Services During Construction, the Municipality must replace the Consulting Engineer that it previously hired during the design phase of the Municipal Project and engage a new Consulting Engineer during the construction phase, then the Municipality agrees to comply with any selection and contracting requirements imposed by the DOT in its sole discretion during the construction phase of the Municipal Project.

**3.9 Inspection Activities.** The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform full-time Inspection Activities. The Municipality shall submit written documentation to the DOT indicating the criteria it used in assigning existing municipal staff, hiring new municipal staff, retaining an Inspection Consultant, or any combination of the foregoing to perform Inspection Activities for the Construction Project.

(a) If the Municipality elects to retain an Inspection Consultant, in order to be eligible for reimbursement for the associated costs, the Municipality must use a Qualifications Based Selection process as described in and in accordance with the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (2016), as may be revised.

(1) When designating an Inspection Consultant, the Municipality shall submit to the DOT for review and approval, the name(s) and qualifications of the proposed Inspection Consultant prior to advertising the Construction Project. The Municipality shall comply with the "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers," Connecticut Department of Transportation (2017) as may be revised, when determining the required qualifications of the Inspection Consultant.

(2) If the Construction Project receives federal participation in Funding, when the Municipality retains an Inspection Consultant, it must designate a full-time employee of the Municipality to be in responsible charge of the Construction

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Project in accordance with 23 CFR § 635.105(c)(4), as may be revised.

(b) If the Municipality elects to provide full-time Inspection Activities for the Construction Project with its own staff, upon request, the Municipality shall provide to the DOT written documentation of the qualifications of the municipal staff performing the Inspection Activities, for review by the DOT. When municipal staff is performing the Inspection Activities for the Construction Project, any required field quality assurance testing may be provided by the DOT, upon written request, and the DOT expenses associated with the field quality assurance testing will be funded in accordance with the PAL.

**3.10 Additional Administration Responsibilities.** The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

**3.11 Inadequate Administration.** If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for, or supplement, the Administration of the Construction Project, at its sole discretion. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. The DOT may, in its sole discretion, withhold any payments to the Municipality under the PAL, until such time that the Municipality resumes Administration at the direction, and to the satisfaction, of the DOT. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

### **3.12 Federal and State Required Contract Provisions.**

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following requirements:

(1) "Construction Contracts-Required Contract Provisions" attached as Schedule C to this Agreement, as may be revised from time to time. Throughout the Term, the DOT will provide an updated attachment to the Municipality for use with its contracts for the Project; and

(2) all applicable provisions that pursuant to the Connecticut General Statutes the Municipality is required to include in its contracts.

(b) The Municipality's failure to comply with any requirement within this section 3.12



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may be deemed by the DOT, in its sole discretion, a breach of this Master Agreement and the respective PAL and, as a result, the DOT may seek any of its remedies under this Master Agreement.

### 3.13 Affirmative Action (AA) Goals & On-the-Job Training Requirement.

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the “Special Provision, Disadvantaged Business Enterprises” (2023), as may be revised, the “Special Provision, Small Contractor and Small Contractor Minority Business Enterprise (Set Aside)” (2023), as may be revised, or the “Special Provision, Small Business Participation Pilot Program” (2023), as may be revised, attached to this Master Agreement as Schedules D, E & F, respectively (the “AA Special Provision”). The Municipality shall include a provision within such contract(s) requiring compliance with the applicable AA Special Provision and attaching a copy of same.

(b) The Municipality acknowledges that with respect to any Construction Project that receives federal participation in Funding, the Construction Project may be subject to an On-the-Job Training (OJT) requirement and the “On-the-Job Training Program Special Provision” (2023) as may be revised, attached at Schedule G. The Municipality agrees that upon receiving notice from the DOT of the OJT requirement, the Municipality will include the OJT requirement in its contract with the Prime Contractor and attach a copy of Schedule G to the contract.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required at the discretion of the DOT or other applicable state or federal authorized agencies, to impose additional AA requirements upon and obtain certain assurances from the Prime Contractor, and, where applicable, the Inspection Consultant. The Municipality agrees to include any other AA Requirements in its contracts with the Prime Contractor, and, where applicable, the Inspection Consultant, at the direction of the DOT.

(d) The DOT, in its sole discretion, may determine whether the Municipality failed to comply with any requirement within this section 3.13 and may deem such failure a breach of this Master Agreement and the respective PAL. As a result of any such breach, the DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Construction Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

### 3.14 Inspection Consultant Fees and Auditing Requirements.

(a) With respect to any contract entered into with an Inspection Consultant:

- (1) If the Inspection Consultant is paid utilizing federal funds through the Construction Project, the Municipality shall comply with all applicable federal requirements including but not limited to 40 USC §§ 1101-1104, 23 USC §

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112(b)2, and 48 CFR Part 36.

(2) If the Inspection Consultant is paid utilizing state funds through the Construction Project, the Municipality shall comply with DOT Policy Statement EX.O-33 (June 25, 2015) attached at Schedule H, as may be revised.

(b) With respect to Construction Projects that receive federal Funding in any phase, the Municipality shall comply with, and require the Inspection Consultant and, if applicable, the Consulting Engineer, to comply with, the audit requirements set forth in 48 CFR Part 31 and 23 CFR Part 172, as may be revised.

### 3.15 Construction Project Standards and Manuals.

(a) The Municipality shall comply with, and require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with all applicable DOT requirements and federal laws and regulations and the current version (in effect during the performance under a particular PAL) of the following publications (except as otherwise noted), each as may be revised:

- (1) Construction Manual, Department of Transportation Office of Construction, Version 2.2, Connecticut Department of Transportation (2011);
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
- (3) The Municipality Manual;
- (4) Pamphlet for Monitoring Performance and Payment Requests for Consultants, State of Connecticut Department of Transportation (1994);
- (5) QA Program for Materials Acceptance and Assurance Testing Policies and Procedures, at Chapter 8, entitled "Minimum Schedule for Acceptance Testing," Connecticut Department of Transportation (2009);
- (6) Public Service Facility Policy and Procedures for Highways in Connecticut, Connecticut Department of Transportation (2008); and
- (7) Utility Accommodation Manual, Connecticut Department of Transportation (2009).

(b) The above-referenced publications are incorporated and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct and describe the respective obligations of the DOT and the Municipality and any parties engaged by the Municipality to perform work on the Construction Project set forth in a PAL issued under this Master Agreement. The Municipality shall incorporate by reference these publications and all

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provisions contained therein into its contract(s) with the Prime Contractor and, if applicable, the Inspection Consultant, for any Construction Project undertaken pursuant to a PAL issued under this Master Agreement.

**3.16 Maintenance of Records On-Site.** The Municipality shall maintain and secure at all times all construction records for the Construction Project at a single location for the DOT's review, use and approval.

**3.17 DOT-provided Services.** If the Construction Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Construction Project as set forth in the PAL. DOT-provided Services may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Construction Project, and such inspections shall be deemed DOT-provided Services.

### **3.18 Demand Deposit Requirement; Depreciation Reserve Credit.**

(a) Where a PAL requires DOT-provided Services, the PAL will specify Municipality's proportionate share of the cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

(b) Where the Construction Project requires replacement of a Municipality-owned utility facility, the Municipality shall deposit with the DOT, upon demand, the sum set forth in the PAL for the Depreciation Reserve Credit of the Municipality-owned utility facility being replaced and the value of any materials salvaged from the existing facility. The Depreciation Reserve Credit will be calculated in accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut (2008), as may be revised.

### **3.19 Costs and Reimbursement.**

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Construction Project and then shall seek from the DOT reimbursement for approved costs.

(b) The Municipality shall document all expenses it incurs and maintain all records related to the Construction Project costs, including, but not limited to its payments to the Prime Contractor and, if applicable, the Inspection Consultant and the Consulting Engineer, its payroll hours on time sheets for municipal staff working directly on the Construction Project, material purchases made by the Municipality, and reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more

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than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Construction Project and fringe benefits associated with payroll.

(c) If the Municipality fails to adequately record expenses and maintain all related records for any Construction Project or promptly submit any records to the DOT, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Construction Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Construction Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Construction Project, nor relieve the Municipality from any liability related to its breach.

(d) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Construction Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("**Voucher**") as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

3.21 **As-built Plans.** Upon completion of the Construction Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the as-built plans for the Construction Project, in the format requested by the DOT.

### 3.22 **Contingencies & Extra Work.**

(a) The PAL will set forth an amount for Contingencies (included with the line item category for Contract Items) which upon written authorization from the DOT shall be available to fund required work or change in costs, as approved by DOT in a Construction Order and in accordance with applicable process and requirements including but not limited to those set forth in the Municipality Manual.

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(b) The PAL will provide a line item category for Extra Work to set-aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Construction Project. If the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT of the type and scope of the Extra Work and the associated costs prior to the Municipality authorizing performance of the Extra Work by the Prime Contractor, the Consulting Engineer, the Inspection Consultant, or municipal staff, as applicable. The DOT has sole discretion as to approving funding of any Extra Work. If the Municipality fails to request and receive prior approval for Extra Work prior to performing the same, any such performance will be done at its sole risk and expense.

(c) Once approved in writing by the DOT, the Extra Work will be funded as follows:

- (1) If the Extra Work results in an Accumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.
- (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, the DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

### 3.23 Funding of Additional DOT-Approved Costs upon Final Audit.

(a) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

(b) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Supplemental PAL in order to fund these additional costs, provided that additional Funding is available.

(c) If, pursuant to subsection (a), the additional costs are not approved by the DOT or if, pursuant to subsection (b), a Supplemental PAL is not issued, then the Municipality will be responsible for 100% of the additional cost.

(d) If during the course of the final audit the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

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### **3.24 Semi-Final and Final Inspections.**

(a) Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the Construction Project. The Municipality shall notify the DOT in writing that the work is complete and ready for inspection by the DOT.

(b) Within one hundred twenty (120) calendar days of the final acceptance of the physical work by the Municipality and the DOT, the Municipality shall submit to the DOT the required documents as set forth in the Municipality Manual. The Municipality shall be available, and if applicable shall require its Inspection Consultant to be available, to assist the DOT with the review and acceptance of the documents required by the Municipality Manual. Upon the DOT's approval of the submitted documents, the DOT will reimburse the Municipality for the approved expenses on any outstanding Vouchers submitted by the Municipality. If the Municipality fails to submit the documents required by the Municipality Manual for the DOT's review and approval, the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the Construction Project, as described in section 3.11.

### **3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project.**

(a) Suspension, Postponement, or Termination by the DOT.

(1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Construction Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(2) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

(1) The Municipality may request termination of the Construction Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Construction Projects receiving federal participation in Funding, receipt of written concurrence from FHWA

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(or other applicable federal authority) may be required prior to the DOT's approval of the request.

- (2) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which performance of work under the PAL is terminated and the date upon which termination is effective.

(c) **Funding of Acceptable Work.** Upon suspension, postponement, or termination in accordance with subsection (a) or termination in accordance with subsection (b), the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

- (1) The DOT, may at its sole discretion, reimburse the Municipality at the contract unit prices (as specified in the bid documents) for the actual number or units of Contract Items completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed, provided the DOT finds the work to be acceptable. If the work is not acceptable, the DOT may withhold reimbursement to the Municipality at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Municipality's Prime Contractor, Inspection Consultant, or Consulting Engineer shall be allowed or funded as a reimbursable Construction Project cost.
- (2) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices (as specified in the bid documents) for its related expenses, the DOT, at its sole discretion, may reimburse the Municipality for such expenses entirely or in accordance with the proportionate cost sharing specified in the PAL, depending on the availability of additional funding.
- (3) Materials obtained by the Municipality or its Prime Contractor for the Project that have been inspected, tested as required, and accepted by the DOT, and that have not been incorporated into the physical Construction Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the DOT, as shown by actual cost records. The Municipality will be reimbursed by the DOT for such costs of the material, and the DOT at its sole discretion, will determine which material will become the property of the DOT.
- (4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself
- (5) performed, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the

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effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the case of Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(e) If the Municipality terminates the Construction Project without the DOT's prior approval, the Municipality shall incur all costs related to the Construction Project without reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

**Article 4. Municipality-Administered Grant Construction Projects.** When the Municipality is responsible for Administering the Grant Construction Project, with Funding provided on an upfront basis, or as otherwise disbursed by the DOT as specified in the PAL, the sections of this Article 4 apply.

4.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

(a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the DOT, and the Municipality, as applicable, for the Construction Project;

(b) the maximum payment to the Municipality under the PAL;

(c) an estimated cost break-down for all work under the Construction Project;

(d) as may be applicable, the amount of the Demand Deposit(s), due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project, as determined by the Funding ratio;

(e) the Project Amount; and



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- (f) any applicable affirmative action goal(s) , as follows:
- (1) the SBE or SBPPP goal as assigned by the DOT with respect to work on the Construction Project applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE or SBPPP goal assigned to the Inspection Consultant; or
  - (2) reference to the Municipality's requirement to comply with its affirmative action goal setting requirements imposed pursuant to State law at § 4a-60g(b) of the Connecticut General Statutes, as may be revised, and associated reporting to the Commission on Human Rights and Opportunities.

### **4.2 Authorization to Award and Authorization to Proceed.**

(a) When the Municipality is electing to perform work with its own staff, it shall not allow Municipality staff to commence work on the Construction Project until the Municipality has received from the DOT an Authorization to Proceed Notice.

(b) When the Municipality is hiring a Prime Contractor to perform work on the Construction Project, the Municipality shall not allow the Prime Contractor to commence construction work until the Municipality has received from the DOT an Authorization to Award Notice.

(c) The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

### **4.3 Municipality to Perform and Complete the Construction Project.**

(a) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient personnel, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

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(d) The Municipality agrees that it shall use the Funding of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

### 4.4 Engaging a Prime Contractor.

- (a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, upon receipt of an Authorization to Advertise Notice from the DOT, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT. In the event that a Municipality advertises a Construction Project without the DOT's prior written Authorization to Advertise, the DOT may in its sole discretion deem such to be a breach of this Master Agreement and the respective PAL, with all remedies available to the DOT under this Master Agreement, including but not limited to the DOT terminating the PAL and the Municipality losing Funding for the Construction Project.
- (b) The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications (in their current version in effect during the performance under a particular PAL), as applicable, unless otherwise directed by DOT in writing:
- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (August 2016), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
  - (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
  - (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2013), as may be revised ("Municipality Manual"); and
  - (4) The Local Transportation Capital Improvement Program (LOTICIP) Guidelines, Connecticut Department of Transportation (November 2021), as may be revised; and
  - (5) The Community Connectivity Program Guidelines, Connecticut Department of Transportation (March 2023), as may be revised.
- (c) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received

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prior written approval from the DOT. If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

**4.5 Pre-Award Requirements and Documentation.** The Municipality shall prepare and submit to the DOT a written determination of the Prime Contractor's responsiveness and qualifications to perform the work, based on review and analysis of the bids received. The Municipality shall require the selected Prime Contractor to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the publications set forth in Section 4.4(b) unless otherwise directed by DOT in writing. The pre-award requirements include, but are not limited to:

- (a) Required documentation applicable to any assigned affirmative action goal;
- (b) A completed "State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b" form, as revised;
- (c) Any other documentation required by the DOT prior to award.

### **4.6 Approval to Award Contract(s).**

(a) The Municipality must receive the DOT's prior written approval in order to award its contracts and, as may be required by DOT in its sole discretion, in order to enter into Construction Orders under, or amendments to, such contracts with the Prime Contractor and prior to incurring costs in conjunction with the PAL. Without such written approval, the Municipality shall not use Funding under the PAL to pay for such costs, unless as may otherwise be allowed by the DOT in its sole discretion. The DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT requirements the Municipality's proposed contracts prior to the DOT issuing any written approval.

(b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the publications set forth in Section 4.4 and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT all other documents as may be required by the DOT specified in the Authorization to Award Notice.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor. Without limiting the foregoing, this Article 4 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality's failure to include the requirements in the contract with, and to ensure compliance by, the Prime Contractor may amount to a breach of this Master Agreement and the respective PAL, as determined by the DOT in its sole discretion, and may result in the

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Municipality's loss of Funding for the Construction Project and the DOT's exercise, at its discretion, of other remedies available under this Master Agreement.

4.7 **Changes in Scope.** The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

4.8 **Design Services During Construction.** The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

4.9 **Inspection Activities.** The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform Inspection Activities. If the Municipality fails to provide adequate inspection, to the DOT's satisfaction and in the DOT's sole discretion, for any Construction Project during the construction phase, such may be deemed a breach of the PAL and the Master Agreement. In such instance, the DOT may require the Municipality to return Funding for the Construction Project, and exercise any other remedies available under this Master Agreement. The Municipality's failure to inspect a particular Construction Project may result in the DOT withholding approval of the Municipality's request to participate in future Grant and other DOT-overseen programs at DOT's sole discretion.

4.10 **Unacceptable Work.** If the DOT, in its sole discretion, deems any of the work under the PAL that the Municipality itself performed or engaged a third party to perform on its behalf, to be unacceptable, then within thirty (30) days from the written demand by the DOT, the Municipality shall promptly return, in whole or in part, to the DOT, the DOT Funding that was disbursed to the Municipality to fund that unacceptable work.

4.11 **Additional Administration Responsibilities.** The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

4.12 **Inadequate Administration.** If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for or supplement the Administration of the Construction Project, at its sole discretion. The DOT in its sole discretion, may withhold funding from the Municipality under other pending PALs, deny requests for future participation in Grant or other DOT-overseen

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programs, and exercise any other remedies available to it under the Master Agreement. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL, which may require the Municipality to return Funding to the DOT to pay for such DOT-provided services. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

### **4.13 State Required Contract Provisions.**

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following requirements:

- (1) "Construction Contracts-Required Contract Provisions" attached as Schedule C to this Agreement and as may be revised from time to time. Throughout the Term, the DOT will provide an updated attachment to the Municipality for use with its contracts for the Project;
- (2) all applicable provisions that the Municipality is required to include in its contracts pursuant to the Connecticut General Statutes.

(b) The Municipality's failure to comply with any requirement within this section 4.13 may be deemed by the DOT, in its sole discretion, a breach of this Master Agreement and the respective PAL and, as a result, the DOT may seek any of its remedies under this Master Agreement.

### **4.14 Affirmative Action (AA) Goals.**

(a) The Municipality agrees to include the assigned SBE goal or SBPPP goal as set forth in the PAL or as imposed on the Municipality by the Commission on Human Rights and Opportunities, as requirements within any contract the Municipality enters into with its Prime Contractor.

(b) As a condition of receiving Funding under the PAL, the Municipality may be required at the discretion of the DOT or other applicable state agencies, to impose additional AA Requirements upon and obtain certain assurances from the Prime Contractor. The Municipality agrees to include any other AA Requirements in its contracts with the Prime Contractor at the direction of the DOT.

(c) The DOT, in its sole discretion, may determine whether the Municipality failed to comply with any requirement within this section 4.14 and may deem such failure a breach of this Master Agreement and the respective PAL. As a result of any such breach, the DOT, at its sole discretion, may withhold payments and demand return of amounts already disbursed to the Municipality for the Construction Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by

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law.

### 4.15 Inspection Consultant Fees and Auditing Requirements.

With respect to any contract the Municipality enters into with an Inspection Consultant, the Municipality shall comply with Schedule H.

### 4.16 Construction Project Standards and Manuals.

(a) The Municipality shall comply with, and require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with all applicable DOT requirements and applicable State laws and regulations and the current version (in effect during the performance under the particular PAL) of the following publications (except as otherwise noted), each as may be revised:

- (1) Construction Manual, Department of Transportation Office of Construction, Version 2.2, Connecticut Department of Transportation (2011);
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
- (3) Public Service Facility Policy and Procedures for Highways in Connecticut, Connecticut Department of Transportation (2008); and
- (4) Utility Accommodation Manual, Connecticut Department of Transportation (2009).

(b) The above-referenced publications are incorporated and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct and describe the respective obligations of the DOT and the Municipality and any parties engaged by the Municipality to perform work on the Construction Project set forth in a PAL issued under this Master Agreement. The Municipality shall incorporate by reference these publications and all provisions contained therein into its contract(s) with the Prime Contractor for any Construction Project undertaken pursuant to a PAL issued under this Master Agreement.

4.17 **Maintenance of Records On-Site.** The Municipality shall maintain and secure at all times all construction records for the Construction Project at a single location for the DOT's review, use and approval.

4.18 **DOT-provided Services.** If the Construction Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Construction Project as set forth in the PAL. DOT-provided Services may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT requirements. The DOT reserves the right at all times to inspect

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all aspects of the work related to the Construction Project, and such inspections shall be deemed DOT-provided Services.

### 4.19 Demand Deposit Requirement; Depreciation Reserve Credit.

(a) Where a PAL requires DOT-provided Services, the PAL will specify Municipality's proportionate share of the cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

(b) Where the Construction Project requires replacement of a Municipality-owned utility facility, the Municipality shall deposit with the DOT, upon demand, the sum set forth in the PAL for the Depreciation Reserve Credit of the Municipality-owned utility facility being replaced and the value of any materials salvaged from the existing facility. The Depreciation Reserve Credit will be calculated in accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut (2008), as may be revised.

### 4.20 Costs and Expenditures.

(a) The Municipality shall expend Grant Funding solely for approved costs related to Administering the Construction Project and for no other purpose.

(b) The Municipality shall document all expenses it incurs and maintain all records related to the Construction Project costs, including, but not limited to its payments to the Prime Contractor and, if applicable, the Inspection Consultant and the Consulting Engineer, its payroll hours on time sheets for municipal staff working directly on the Construction Project, and material purchases made by the Municipality as applicable.

(c) If the Municipality fails to adequately record expenses and maintain all related records for any Construction Project or promptly submit any records to the DOT, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Construction Project for which the Municipality will not be eligible for Grant Funding pursuant to the proportional cost sharing established by the PAL. In such event, the Municipality shall return to the DOT any applicable amounts already disbursed to the Municipality. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Construction Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Construction Project, nor relieve the Municipality from any liability related to its breach.

4.21 **As-built Plans.** Upon completion of the Construction Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the as-built plans for the Construction Project, in the format requested by the DOT.

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### **4.22 Contingencies (including work defined by Construction Orders), Extra Work and Additional Funding.**

(a) Provided that a PAL provides an amount for Contingencies and/or Extra Work, in the event that the Municipality anticipates that Project costs will exceed the approved Funding set forth in the PAL, prior to incurring costs that will be eligible for Funding, the Municipality shall request the DOT's prior review and approval of use of Funding for Contingencies (including Construction Orders) items and/or Extra Work.

(b) If the DOT determines, in its sole discretion, the requested Funding under the PAL to be necessary for completion of the Construction Project, it shall issue written approval to the Municipality specifying the type and scope of the Contingencies item(s) and/or Extra Work and the associated costs eligible for Funding. Upon receipt of the DOT written approval, and, issuance of a Supplemental PAL as may be applicable pursuant to subsection (c), the Municipality is authorized to issue a Construction Order and/or authorize performance of the Extra Work by the Prime Contractor, the Consulting Engineer, the Inspection Consultant, or municipal staff, as applicable.

(c) Once approved in writing by the DOT, the Contingencies item(s) and/or Extra Work will be funded as follows:

- (1) If the Contingencies item(s) and/or Extra Work results in an Accumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.
- (2) If the Contingencies item(s) and/or Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, and the DOT determines in its sole discretion to provide additional state government funding for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work or Construction Order. Without issuance of a supplemental PAL, the Municipality will be responsible for 100% of the additional cost.

### **4.23 Funding of Additional DOT-Approved Costs upon Final Audit.**

(a) Upon the DOT's final audit of the Construction Project, if additional costs, including, but not limited to, those resulting from approved Extra Work, Construction Orders, delays, or other cost over-runs, result in an Accumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

(b) Upon the DOT's final audit of the Construction Project, additional costs, including, but not limited to, those resulting from approved Extra Work, Construction Orders, delays, or other cost over-runs, result in an Accumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Supplemental PAL in order to fund these



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additional costs, provided that additional Funding is available.

(c) If, pursuant to subsection (a), the additional costs are not approved by the DOT, or if pursuant to subsection (b), a Supplemental PAL is not issued, then the Municipality will be responsible for 100% of the additional cost.

(d) If during the course of the final audit the Municipality or DOT discovers that the Municipality expended Funding for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT and the DOT shall have all available remedies to it under the Agreement.

### 4.24 **Suspension, Postponement, or Termination of a Municipality-Administered Construction Project.**

(a) Suspension, Postponement, or Termination by the DOT.

(1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Construction Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.

(2) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.

(b) Termination by the Municipality, with prior DOT approval.

The Municipality may request termination of the Construction Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may approve the termination request by giving Official Notice to the Municipality specifying the extent to which performance of work under the PAL is terminated and the date upon which termination is effective.

(c) Funding of Acceptable Work. Upon suspension, postponement, or termination in accordance with subsection (a) or (b), upon request by the DOT, the Municipality shall promptly return the Funding disbursed prior to the effective date, in whole or in part in the amount determined by the DOT in its sole discretion giving consideration to the percentage balance of work not completed versus the acceptable work completed to the DOT's satisfaction as of the

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approved date of termination, suspension, or postponement. If the DOT, in its sole discretion, deems any of the work that the Municipality itself performed, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT, the Municipality shall promptly return, in whole or in part, to the DOT, the Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the case of a Construction Project terminated by the Municipality without the DOT's prior approval, or terminated by the DOT for cause, and that Construction Project received no state government funding during its design phase, the Municipality shall pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project. In such event, the DOT shall invoice, and within sixty (60) days, the Municipality shall promptly submit payment for the DOT-provided services. In the event the Municipality fails to timely submit payment, the DOT may pursue all remedies available under this Agreement, including but not limited to the right of set off in accordance with Article 22.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

**Article 5. DOT-Administered Construction Projects.** When the DOT is responsible for Administering the Construction Project, the sections of this Article 5 apply.

**5.1 Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

(a) the funding source, the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;

(b) the estimated cost for all work under the Construction Project;

(c) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project; and

(d) the Project Amount.

**5.2 Engaging a Prime Contractor.** The DOT shall advertise the Construction Project, obtain bids for all Construction Project work and items to be supplied or constructed by the Prime Contractor, analyze all bids, and award a contract for the Construction Project, all of the foregoing in accordance with the Standard Specifications, DOT procedures, and if applicable, procedures that are acceptable to the federal government. Unless otherwise specified in the PAL, the DOT

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shall be responsible for providing, or engaging persons or entities to provide, any services required for the Construction Project, including but not limited to, Design Services During Construction and Inspection Activities, and for the procurement and oversight of those individuals or entities.

**5.3 DOT to Perform and Complete the Construction Project.** The DOT shall use the applicable Funding apportionments to complete the Construction Project and all related activities that the DOT agrees to perform under the PAL and pursuant to this Master Agreement.

**5.4 Copies of Plans and Specifications.** Upon the completion of the design phase, prior to commencement of construction activities, the DOT shall provide the Municipality with copies of the plans and specifications regarding the Construction Project.

**5.5 Design Services During Construction - Municipality-provided.** When pursuant to the PAL, the Municipality is required to provide Design Services During Construction:

(a) If the Municipality was the party responsible for undertaking the design phase of the Construction Project, with that design phase funded one hundred percent (100%) by the Municipality, there will be no federal or state government participation in funding the required Design Services During Construction, and the Municipality shall provide Design Services During Construction at its sole expense.

(b) If the design phase of the Construction Project was funded with federal or state government participation, the Municipality shall seek from DOT reimbursement for the Municipality's expenses incurred in providing the Design Services During Construction, and DOT shall reimburse the Municipality for DOT-approved expenditures, all in the following manner:

- (1) The Municipality shall submit to the DOT the Voucher with supporting data, the cost of services rendered and expenses incurred for the billing period. Specifically, with respect to Design Services During Construction that are performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportionate cost sharing set forth in the PAL.

(c) The Municipality agrees to comply with the requirements imposed by the DOT with respect to selection of, and imposition of contractual requirements upon, any Consulting Engineer retained during the construction phase to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

**5.6 Municipal Contact Person.** The Municipality shall designate a contact person to serve as the Municipality's liaison to provide information to the DOT during the Construction Project and all activities related thereto.

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5.7 **Reimbursement for Value of Municipality-Owned Utility Facility.** Where the Construction Project requires replacement of a Municipality-owned utility facility, the DOT shall reimburse the Municipality for the value of the utility facility being replaced minus the Depreciation Reserve Credit and the value of any materials salvaged from it.

5.8 **Semi-Final and Final Inspections.** The DOT shall notify the Municipality in writing that the work is ready for inspection by the Municipality. Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the Construction Project.

5.9 **Suspension, Postponement, or Termination of a DOT-Administered Construction Project.**

(a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Construction Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Construction Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Construction Project.

(c) In the case of a Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination of the Construction Project, including but not limited to, DOT oversight services during the design phase for the Construction Project.

5.10 **Responsibility for Design Phase Errors or Omissions.** With respect to a Municipal Project for which the Municipality was responsible for undertaking the design phase at its sole expense (without DOT or federal funding), the Municipality assumes all responsibility for any damages, including but not limited to delay damages, during the construction phase that are a result of the errors or omissions or negligence of the Municipality or its consultant(s) in the design of the Municipal Project. The DOT, even while Administrating the Construction Project, shall have no responsibility with respect to such damages, and the Municipality agrees to indemnify, hold harmless and defend the DOT as more particularly described in Article 16.

### Article 6. Utilities and Highway Right-of-Way.

6.1 **Relocation.** Where the Construction Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of way, the parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by

## Master Municipal Agreement for Construction Projects

the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

- (c) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of way, the Municipality shall promptly readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Construction Project.

**6.2 Delays.** Regardless of which Party is responsible for Administering the Construction Project, the Municipality shall be responsible, and will not be reimbursed with Funding, for any charges, claims and related damages or costs incurred, including those by the Prime Contractor, for any delays to the Construction Project resulting from:

(a) the failure of the Municipality to issue or enforce compliance with an order to a utility where the Municipality is responsible for such (Municipality-owned highway right-of-way) order; or

(b) in the case of a Municipality-owned utility, failure by the Municipality to promptly readjust, relocate, or remove its utility facilities impacted by the Construction Project.

**6.3 Access to Right-of-Way.** With respect to any work on the Construction Project that requires access to the state highway right-of-way or Municipality-owned highway right-of way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the Prime Contractor, the Inspection Consultant, or any subcontractor or subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 5.3 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of way, including but not limited to, applying for and obtaining an encroachment permit.

### **Article 7. Responsibilities of the Parties for Transportation Facilities.**

**7.1 During Construction Project.** During the Construction Project, the Municipality shall enforce all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to any existing Transportation Facilities being directly or indirectly affected by the work undertaken during the Construction Project.

**7.2 Maintenance Responsibilities Upon Completion of Construction Project.** Upon completion of the Construction Project to the satisfaction of the DOT and, if applicable, FHWA (or other federal authority):

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- (a) The Municipality assumes all responsibility for:
- (1) the proper maintenance and operation of all Municipality-owned Transportation Facilities and Transportation Amenities constructed as part of the Construction Project;
  - (2) the proper maintenance and operation of any Transportation Facilities and Transportation Amenities installed or constructed within the DOT-owned right-of-way as authorized in the PAL, unless otherwise agreed to in writing by the DOT. In order to fulfill this obligation, the Municipality shall comply with the process required by the DOT and obtain all required permissions prior to performing maintenance activities, including but not limited to obtaining an encroachment permit or entering into an encroachment agreement with the DOT, as may be required by the DOT. This obligation survives the expiration or earlier termination of the PAL or the Master Agreement.
  - (3) the proper maintenance and operation of all traffic control signals installed on Municipality-maintained roadways as part of the Construction Project, provided that a thirty (30) day operational test period, which commences upon the Prime Contractor's installation of the respective traffic control signal, has been completed to the satisfaction of the Party Administering the Construction Project. (The Party Administering the Construction Project shall require its Prime Contractor to assume responsibility for any operational issues during the thirty (30) day test period.) In the event that the completion of the Construction Project occurs prior to the satisfactory completion of the thirty (30) day test period, then the Municipality's assumption of responsibility with respect to the traffic control signal commences upon satisfactory completion of the thirty (30) day test period.
  - (4) the payment of energy costs for operation of all traffic control signals and illumination installed as part of the Construction Project when these traffic control signals and illumination are (1) entirely on Municipality-maintained roadways, or (2) at locations (such as an intersection) including at least one roadway for which the Municipality is responsible for maintaining; and
  - (5) enforcement of all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to the Transportation Facilities and Transportation Amenities constructed as part of the Construction Project.

(b) The DOT shall assume responsibility for the proper maintenance of DOT-owned Transportation Facilities, and Transportation Amenities constructed as part of the Construction Project, unless otherwise set forth in the PAL or agreed to in a separate written agreement entered into by the authorized representatives of the Parties.

**7.3 Failure to Fulfill Maintenance Responsibilities.** If the Municipality fails to fulfill the maintenance responsibilities set forth in subsections (a)(1) or (a)(2) of section 7.2, it may be disqualified, at the DOT's sole discretion, from participating in any future federal or state

## **Master Municipal Agreement for Construction Projects**

government funded Municipal Projects that impart maintenance responsibilities on the Municipality. Nothing in this section shall limit any other remedies that DOT may have under this Master Agreement or under the law.

### **Article 8. Responsibility for Costs.**

8.1 **Non-participating Items.** The DOT has sole discretion as to determining ineligibility of Construction Project items for Funding. Reasons for ineligibility may include, but not be limited to, the requirements of Federal statute or regulation, or exceeding a funding cap. With respect to Construction Projects that receive federal Funding, the Municipality is responsible for one hundred percent (100%) of the total cost of all Nonparticipating Item(s) and the cost of any Incidentals to Construction that are related to or associated with the Nonparticipating Item(s). The cost of such associated Incidentals to Construction will be determined as follows: A percentage will be derived from the ratio of the total Incidentals to Construction cost to the total contract items cost, as determined by a post-construction final audit, and this percentage will be multiplied by the total cost for the Non-participating Items. The final audit governs the determination of all contract item costs and the final billing to the Municipality for Non-participating Items. However, if the cost of the total Nonparticipating Items is less than ten percent (10%) of the cost of the total contract items, the DOT, at its sole discretion, may deem the cost of such associated Incidentals to Construction to be participating and eligible for Funding.

8.2 **Final Payment.** Final payment by the Municipality to the DOT, or by the DOT to the Municipality, shall be based upon the actual participating construction costs as determined by a post-construction final audit by the DOT, using cost sharing percentages and funding procedures set forth in the PAL.

8.3 **Costs Resulting from Errors or Omissions.** The Municipality shall reimburse the DOT for one hundred percent (100%) of all construction costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Municipality or its consultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Inspection Activities or Design Services During Construction by the Municipality or any of its consultants, or inadequate Administration by the Municipality, as applicable. In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality (as such are not itemized during the Construction Project), a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual construction cost, as determined by a post-construction audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT. This provision will survive the expiration of the PAL, the final acceptance of the Construction Project, and the termination of the Master Agreement, or the expiration of the Term.

### **Article 9. Disbursement of Grant Funds; Conditions of Payment.**

9.1 **Method of Disbursement.** With respect to each Construction Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality

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according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

9.2 **Funding Basis.** The Funding in the PAL will be provided to the Municipality by the DOT on a reimbursement or Grant basis, provided the Municipality is in compliance with the PAL and this Master Agreement.

9.2 **Federal Approvals Required.** The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Construction Project.

9.3 **Lack of Timeliness in Municipality Performance.** If the Municipality fails to timely commence and complete the Construction Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services performed on the Construction Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

### Article 10. Records and Audit.

10.1 **Examination.** The Municipality shall make available for examination by the DOT and the State of Connecticut and its agents, including but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement, and for a period of time in accordance with all applicable state or federal audit requirements.

10.2 **Retention.** With respect to each Construction Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the Construction Project's Certification of Acceptance, or three (3) years after the final payment has been made to the Prime Contractor or the termination of any litigation related to the Construction Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

### Article 11. Conflict.

11.1. **Conflict.** In case of a conflict between the provisions of any particular PAL, the Master Agreement, including its Schedules, or any specification, guide, manual, policy, document,



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or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

**11.2 Revisions to Manuals.** With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Agreement by way of the phrase "as may be revised," for the particular Construction Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Construction Project. This section does not apply to the Standard Specifications.

**Article 12. Review of Municipality's Activities.** The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Construction Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Construction Project so that the DOT may evaluate the Municipality's activities with respect to the Construction Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

### **Article 13. Term and Termination of the Master Agreement.**

**13.1 Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article. The Parties may agree to extend the Term for an additional two (2) years by the exchange of mutual written consent signed by an authorized representative of each Party.

**13.2 Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.

**13.3 Termination for Cause.** As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

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### 13.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for Municipality-Administered projects) or section 4.9 (for DOT-Administered Projects).

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Construction Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

**Article 14. Official Notice.** Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

14.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

Mayor  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339-1511;

14.2 Be delivered to the address recited herein in person, by electronic mail with acknowledgement of receipt, by United States Postal Service mail with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised, or by recognized overnight courier (that provides confirmation of delivery); and

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14.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

### **Article 15. Insurance.**

#### **15.1 Minimum Limits of Coverage.**

(a) With respect to the work on the particular Construction Project that the Municipality performs or that the Municipality engages a Prime Contractor to perform, respectively, the Municipality when performing the work shall carry, or when the Prime Contractor is performing the work, the Municipality shall require the Prime Contractor to carry and to impose on its subcontractors the requirement to carry, for the duration of the Construction Project the insurance requirements set forth in the Standard Specifications, including “Section 1.03.07 Insurance” and specifically with respect to any working drawings prepared by a designer “Section 1.05.02(2)(a) Plans, Working Drawings and Shop Drawings,” and any additional insurance coverage or increased limits required in the Special Provisions for the particular Construction Project.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance:

(1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

(2) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

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(3) Railroad Protective Liability Insurance (when the Construction Project requires construction or demolition work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the DOT and (v) any other party with an insurable interest. If such insurance is required, the Municipality, Inspection Consultant, or subconsultant shall obtain and submit the minimum coverage indicated above to the DOT prior to the commencement of the work and shall maintain coverage until the work is accepted by the DOT;

(4) Valuable Papers Insurance Policy, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(5) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(6) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the work performed by the Municipality, Inspection Consultant, or subconsultant, as applicable. The Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this

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Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant under the PAL for the Construction Project.

(c) In the event the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

**15.2 Insurance Company Authorized Pursuant to State of Connecticut Law.** For each Construction Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 15.6.

**15.3 Certificate of Insurance.** The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

**15.4 Copies of Policies.** The Municipality shall produce, and require its Prime Contractor, any subcontractor, Inspection Consultant, Consulting Engineer, or any subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

**15.5 Update to Minimum Insurance Limit Requirements.** The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

### **15.6 Self-insurance.**

(a) With respect to activities performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Construction Project, the Municipality may request

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that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 15.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
  - (2) describing its financial condition and self-insured funding mechanism;
  - (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
  - (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Municipality under the PAL issued for the Construction Project.
- (b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.
- (c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.
- (d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.
- (e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

### **Article 16. Indemnification.**

16.1 For the purposes of this Article, the following definitions apply.

(a) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) **Municipality's Parties:** A Municipality'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 Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Master Agreement or the PAL in any capacity.

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(c) Records: All working papers and such other information and materials as may have been accumulated by the Municipality in performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

16.2 With respect to Municipality-Administered Construction Projects, the Municipality agrees that it shall indemnify, defend and hold harmless, and it shall require the Municipality's Parties to indemnify, defend and save 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 this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's 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 of the Municipality or the Municipality's Parties, or the Master Agreement and any PAL issued hereunder. The Municipality and the Municipality's Parties shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's and the Municipality's Parties' obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's or Municipality's Parties' bids, proposals 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 of this Master Agreement or any PAL issued hereunder.

16.3 With respect to DOT-Administered Construction Projects, the Municipality agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's 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 of the Municipality or the Municipalities Parties this Master Agreement, and any PAL issued hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

16.4 The Municipality and the Municipality's Parties shall not be responsible for indemnifying or holding the DOT harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

16.5 The Municipality and the Municipality's Parties shall reimburse the State for any and all damages to the real or personal property of the DOT caused by the Acts of the Municipality and the Municipality's Parties. The DOT shall give the Municipality and the Municipality's Parties reasonable notice of any such Claims.

16.6 The Municipality's and the Municipality's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Master

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Agreement and any PAL issued hereunder, without being lessened or compromised in any way, even where the Municipality and the Municipality's Parties are 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.

16.7 The Municipality and the Municipality's Parties shall carry and maintain at all times during the term of this Master Agreement, and during the time that any provisions survive the term of this Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement and the PALs issued under this Agreement. The Municipality and the Municipality's Parties shall name the DOT as an additional insured on the policy and shall provide a copy of the policy to the DOT prior to the effective date of the Master Agreement. The Municipality and the Municipality's Parties shall not begin performance under this Master Agreement or any PAL issued hereunder until the delivery of the policy to the DOT. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is or was contributorily negligent.

16.8 This section shall survive the expiration or earlier termination of the Term or any PAL issued hereunder, and shall not be limited by reason of any insurance coverage.

### **Article 17. Sovereign Immunity.**

17.1 **No Waiver of the State's Immunities.** The parties acknowledge and agree that nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17.2 **Defense of Suits by the Municipality.** Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims. The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

**Article 18. Amendment.** This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

**Article 19. Severability.** If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

**Article 20. Waiver.** The failure on the part of the DOT to enforce any covenant or provision



## Master Municipal Agreement for Construction Projects

herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

**Article 21. Remedies are nonexclusive.** No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

**Article 22. Right of Set Off.** In addition to other remedies available to the DOT, the DOT shall have the right to set-off against amounts otherwise due the Municipality under this Agreement, or under any other agreement that the Municipality has with the DOT, (a) any costs that the DOT incurs which are due to the Municipality's non-compliance with this Agreement which has continued, uncured, for more than thirty (30) days after receipt by the Municipality of written notice of such non-compliance from DOT, and (b) any other amounts that are due and payable from the Municipality to the DOT. Any sum taken in set-off from the Contractor shall be deemed to have been paid to the Contractor for purposes of the Municipality's payment obligations under § 49-41c of the Connecticut General Statutes.

### **Article 23. Electronic Signatures, Counterparts & Electronic Transmission**

23.1 This Agreement, and any PALs issued hereunder, may be executed by electronic signatures and such electronic signatures shall be deemed to be the original signatures of the Parties.

23.2 This Agreement, and any PALs hereunder, may be signed in counterpart copies, all of which taken together shall constitute but one and the same document and single binding agreement. The Parties agree that executed counterparts may be transmitted by electronic means and that such counterparts shall be treated as originally executed instruments.

**Article 24. Entire Agreement.** This Master Agreement constitutes, when fully executed and approved as indicated, the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

**STATE OF CONNECTICUT**  
**Department of Transportation**  
**Garrett Eucalitto, Commissioner**

By \_\_\_\_\_  
Scott Hill, P.E.  
Bureau Chief and Chief Engineer  
Bureau of Engineering and Construction

\_\_\_\_\_  
Date

**TOWN OF LEDYARD**

By \_\_\_\_\_  
Fred Allyn, III  
Mayor

\_\_\_\_\_  
Date

**Schedule A**  
**PAL Template**

[Addressee – Designated Municipal Official]

Local Roads

Dear [Addressee – Designated Municipal Official]:

Subject: Project Authorization Letter  
For the [Project Description] (Construction Project)  
Unique Entity Identifier (UEI) No.  
State Project No.  
Federal Project No.  
Master Agreement No.  
CORE ID No.  
City/Town of

The State of Connecticut Department of Transportation (DOT) and the [City/ Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Construction Project.

The Construction Project is to provide [ENTER DESCRIPTION], beginning at a [ ] and ending at [ ], a distance of [ ] feet.

Funding for the Construction Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Enclosed is an estimated engineering cost break down for construction project activities. A Demand Deposit in the amount of \$[ENTER AMOUNT or \$0] dollars is due to the DOT. Upon the DOT's receipt of the Municipality's concurrence on the Written Acknowledgement of the PAL, the DOT's Revenue Accounting unit will send an invoice to the Municipality for the Demand Deposit.

In accordance with the Master Agreement, upon completion of the Construction Project, the Municipality shall be responsible for the proper maintenance and operation of all the Municipality-owned facilities constructed or installed as part of this Construction Project to the standards required by, and satisfaction of, DOT and, as applicable, the Federal Highway Administration.). Upon completion of the Construction Project, the Municipality shall assume maintenance responsibility of specific improvements constructed as part of the Construction

[enter to:]

-2-

[enter date:]

Project on the DOT-owned Transportation Facilities, including: (list of specific project elements).

This Construction Project has been assigned a [ENTER CORRECT DESIGNATION DBE/SBE/SBPPP] goal of [ ]% and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

[For Municipality-Administered Construction Projects ADD: The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after it has received from the DOT an Authorization to Award Notice.]

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to [Mr./Ms. ]the DOT's Project Manager, preferably by email [insert address] or by U.S. mail at the letterhead address. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions, please contact the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

Concurred By \_\_\_\_\_ Date \_\_\_\_\_  
Print Name:  
Designated Municipal Official

PAL ATTACHMENT  
STATE PROJECT NO.XXX  
FEDERAL-AID PROJECT NO.XXXX  
ESTIMATED Construction COSTS

|   |    |
|---|----|
| A. Contract Items and, if applicable, Contingencies<br>(Contingencies requires prior written approval from the DOT)   | \$ |
| B. Incidentals to Construction-Municipal Services   | \$ |
| C. Extra Work Allowance-Municipal Services (+/-10% of B)<br>(Extra Work requires prior written approval from the DOT) | \$ |
| D. Total Municipal Cost (A+B+C)   | \$ |
| E. Incidentals to Construction-DOT Materials Testing  | \$ |
| F. Incidentals to Construction-DOT Administrative Oversight   | \$ |
| G. Incidentals to Construction-DOT Audits   | \$ |
| H. Extra Work Allowance by DOT Forces (+/-10% of E+F+G)   | \$ |
| I. Total Incidentals to Construction-DOT (E+F+G+H)  | \$ |
| J. Total Construction Cost (D+I)  | \$ |
| K. Federal Proportionate Share of the Total Construction Cost (X% of J)   | \$ |
| L. DOT Proportionate Share of the Total Construction Cost (X% of J)   | \$ |
| M. Maximum Amount of Reimbursement to the Municipality (100% of D)  | \$ |
| N. Demand Deposit Required from the Municipality  | \$ |

(NOTE: Depending on the federal program, the cost sharing between the Parties may vary and this PAL attachment shall be adjusted accordingly by the DOT initiating unit.)

## Schedule B

### STATE OF CONNECTICUT REQUIRED PROVISIONS

For the purposes of this Schedule, references to “contract” or “Contract” mean the Master Agreement, and references to “contractor” or “Contractor” mean the Municipality.”

**1. Audit Clause. Audit Requirements.** For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the DOT 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.

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

**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 DOT, 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. Executive Orders and Other Enactments**

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 DOT's authority to require compliance with the Enactments.

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.

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.

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

|                             |          |                              |
|-----------------------------|----------|------------------------------|
| _____                       |          | _____                        |
| Consultant's Name and Title |          | Name of Firm (if applicable) |
|                             |          |                              |
| _____                       | _____    | _____                        |
| Start Date                  | End Date | Cost                         |

The basic terms of the consulting agreement are:

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---

Description of Services Provided:

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

If YES: \_\_\_\_\_

Name of Former State Agency

Termination Date of Employment



**Schedule C**  
**Construction Contracts - Required Contract Provisions**

**1. Federal Highway Administration (FHWA) Form 1273. (Applies to FHWA Federally-Funded Contracts Only)**

The Contractor shall comply with the Federal Highway Administration (FHWA), Form 1273 attached as Schedule C-1, as revised. The Contractor shall also require its subcontractors to comply with the FHWA – Form 1273 and include the FHWA – Form 1273 as an attachment to all subcontracts and purchase orders.

**2. Title VI of the Civil Rights Act of 1964 Nondiscrimination Assurances**

The Contractor shall comply with Title VI of the Civil Rights Act of 1964 as amended (78 Stat. 252, 42 U.S.C. § 2000 et seq.), all requirements imposed by the regulations of the United States Department of Transportation issued in implementation thereof (49 CFR Part 21 and 28 CFR § 50.3), and the Title VI Contractor Assurances attached as Schedule C-2.

**3. Equal Employment Opportunity & Affirmative Action Requirements**

The Contractor shall comply with the Equal Employment Opportunity & Affirmative Action Requirements, as applicable, attached to this Agreement as Schedule C-3 and Schedule C-4.

**4. Requirements of Title 49, Code of Federal Regulations (CFR), Part 26, Participation by DBEs, as may be revised (Applies to FHWA Federally-Funded Contracts Only)**

Pursuant to 49 CFR § 26.13, the following paragraph is part of this Contract and shall be included in each subcontract the Prime Contractor enters into with a subcontractor:

“The Contractor, or subcontractor(s) shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, Participation by DBEs, in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this contract or such other remedy as the Connecticut Department of Transportation (DOT) or Municipality deems appropriate.”

**5. Contract Wage Rates**

The Contractor shall comply with:

The Federal and State wage rate requirements stated respectively in Schedules C-5 and C-6, as revised. The Federal wage rates (Davis-Bacon Act) applicable to this Contract shall be the Federal wage rates that are current on the US Department of Labor website (<http://www.wdol.gov/dba.aspx>) as may be revised 10 days prior to bid opening. These applicable Federal wage rates shall be attached to the final contract document executed by the parties. During the bid advertisement period, bidders are responsible for obtaining the appropriate Federal wage rates from the US Department of Labor website.

To obtain the latest Federal wage rates go to the US Department of Labor website (link above). Under Davis-Bacon Act, choose “Selecting DBA WDs” and follow the instruction to search the

latest wage rates for the State, County and Construction Type. Refer to the Notice to Contractor (NTC) - Federal Wage Determinations (Davis Bacon Act).

If a conflict exists between the Federal and State wage rates, the higher rate shall govern.

**Prevailing Wages for Work on State Highways; Annual Adjustments.** With respect to contracts for work on state highways and bridges on state highways, the Contractor shall comply with the provisions of Section 31-54 and 31-55a of the Connecticut General Statutes, as revised.

As required by Section 1.05.12 (Payrolls) of the Standard Specification for Roads, Bridges and Incidental Construction (FORM 818), as may be revised, every Contractor or subcontractor performing project work on a Federal aid project is required to post the relevant prevailing wage rates as determined by the United States Secretary of Labor. The wage rate determinations shall be posted in prominent and easily accessible places at the work site.

## **6. Americans with Disabilities Act of 1990, as Amended**

The Contractor shall comply with the terms of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.) (“Act”), during the term of the Contract. The Contractor represents that it is familiar with the terms of this Act and that it is in compliance with the Act. Failure of the Contractor to satisfy this standard as the same applies to performance under this Contract, either now or during the term of the Contract as it may be amended, will render the Contract voidable at the option of the State upon notice to the contractor. The Contractor warrants that it will hold the State and/or the Municipality harmless, indemnify, and defend the Municipality and the State from any liability which may be imposed upon the Municipality and/or State as a result of any failure of the Contractor to be in compliance with this Act, as the same applies to performance under this Contract.

## **7. Connecticut Statutory Labor Requirements**

**(a) Construction, Alteration or Repair of Public Works Projects; Wage Rates.** The Contractor shall comply with Section 31-53 of the Connecticut General Statutes, as revised. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of section 31-53 of the Connecticut General Statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person’s wages the amount of payment or contribution for such person’s classification on each pay day.

**(b) Debarment List. Limitation on Awarding Contracts.** The Contractor shall comply with Section 31-53a of the Connecticut General Statutes, as revised.

**(c) Construction Safety and Health Course.** The Contractor shall comply with section 31-53b of the Connecticut General Statutes, as revised. The contractor shall furnish proof to the Labor Commissioner with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or

worker pursuant to the classifications of labor under section 31-53 of the Connecticut General Statutes, as revised, on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

Any employee required to complete a construction safety and health course as required that has not completed the course, shall have a maximum of fourteen (14) days to complete the course. If the employee has not been brought into compliance, they shall be removed from the project until such time as they have completed the required training.

Any costs associated with this notice shall be included in the general cost of the contract. In addition, there shall be no time granted to the contractor for compliance with this notice. The contractor's compliance with this notice and any associated regulations shall not be grounds for claims as outlined in the Standard Specifications for Roads, Bridges, Facilities and Incidental Construction (Form 818) at Section 1.11 – "Claims."

**(d) Awarding of Contracts to Occupational Safety and Health Law Violators Prohibited.**

The Contract is subject to Section 31-57b of the Connecticut General Statutes, as revised.

**(e) Residents Preference in Work on Other Public Facilities. (NOT APPLICABLE TO FEDERAL AID CONTRACTS)**

Pursuant to Section 31-52a of the Connecticut General Statutes, as revised, in the employment of mechanics, laborers or workmen to perform the work specified herein, preference shall be given to residents of the state who are, and continuously for at least six months prior to the date hereof have been, residents of this state, and if no such person is available, then to residents of other states

**8. Tax Liability - Contractor's Exempt Purchase Certificate (CERT – 141)**

The Contractor shall comply with Chapter 219 of the Connecticut General Statutes pertaining to tangible personal property or services rendered that is/are subject to sales tax. The Contractor is responsible for determining its tax liability. If the Contractor purchases materials or supplies pursuant to the Connecticut Department of Revenue Services' "Contractor's Exempt Purchase Certificate (CERT-141)," as may be revised, the Contractor acknowledges and agrees that title to such materials and supplies installed or placed in the project will vest in the State simultaneously with passage of title from the retailers or vendors thereof, and the Contractor will have no property rights in the materials and supplies purchased.

Forms and instructions are available anytime by:

Internet: Visit the DRS website at [www.ct.gov/DRS](http://www.ct.gov/DRS) to download and print Connecticut tax forms;

Telephone: Call 1-800-382-9463 (Connecticut calls outside the Greater Hartford calling area only) and select Option 2 or call 860-297-4753 (from anywhere).

**9. Nondiscrimination Requirement and Certification (pursuant to § 4a-60 and § 4a-60a of the Connecticut General Statutes, as revised). References to "minority business enterprises" in this Section are not applicable to Federal-aid projects/contracts. Federal-aid projects/contracts are instead subject to the Federal Disadvantaged Business Enterprise Program)**

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;
- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

- (b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by

the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation.\_\_\_\_\_

## 10. Summary of State Ethics Laws

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

#### **11. Bid Rigging and/or Fraud – Notice to Contractor**

The Connecticut Department of Transportation is cooperating with the U.S. Department of Transportation and the Justice Department in their investigation into highway construction contract bid rigging and/or fraud.

A toll-free “HOT LINE” telephone number 800-424-9071 has been established to receive information from contractors, subcontractors, manufacturers, suppliers or anyone with knowledge of bid rigging and/or fraud, either past or current. The “HOT LINE” telephone number will be available during normal working hours (8:00 am – 5:00 pm EST). Information will be treated confidentially and anonymity respected.

#### **12. Cargo Preference Act Requirements (46 CFR § 381.7(a)-(b)) – Use of United States Flag Vessels (Applies to FHWA Federally-Funded Contracts Only)**

The Contractor agrees to comply with the following:

##### **(a) *Agreement Clauses.***

- (1) Pursuant to Pub. L. 664 (43 U.S.C. § 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(b) *Contractor and Subcontractor Clauses.* The contractor agrees—

- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.



## **Schedule C-1**

### **REQUIRED CONTRACT PROVISIONS**

### **FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

#### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

#### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION** (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally- assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance



with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS** (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

To the extent that qualified persons regularly residing in the area are not available.

For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**Schedule C-2**  
**TITLE VI CONTRACTOR ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**Schedule C-3**  
**EQUAL EMPLOYMENT OPPORTUNITY & AFFIRMATIVE ACTION**  
**REQUIREMENTS**

**1. General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246, Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968, 49 CFR Part 21, 4a-60a and 46a-68c to 46a-68f of the Connecticut General Statutes. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

Contractors and Subcontractors  
Consultants and Subconsultants  
Suppliers of Materials and Vendors (where applicable)  
Municipalities (where applicable)  
Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (CTDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in volume 60, Chapter 4, Section 1, subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

e) CTDOT shall require each contractor with contracts of \$10,000 or more or who have fifty or more employees and are awarded a public works contract, to comply with all existing procedures of CTDOT's Contract Compliance Program.

**2. Equal Employment Opportunity Policy:**

a) Companies with contracts, agreements or purchase orders valued at \$10,000 or more or who have fifty or more employees are required to comply with the Affirmative Action Requirements attached as Schedule C-4. By signing a contract with CTDOT the contractor's commits to complying with federal and state requirements to provide equal employment opportunity to all persons without regard to their race, color, religion, creed, sex, gender identity or expression, marital status, age, national origin, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless

such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through a positive and continuous efforts.

**3. Project Workforce Utilization Goals:**

These goals are applicable to all construction projects performed in the covered area (whether the project is federal or state funded). If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where the work is actually performed.

a. **Appendix A** establishes the goals for minority and female utilization in all crafts statewide on all State funded construction projects.

b. **Appendix B** establishes the goals for minority and female utilization in all crafts statewide on Federally assisted or funded construction projects.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each subcontract in excess of \$10,000 shall include the provisions of these specifications which contain the applicable goals for minority and female participation.

The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, and are as follows:

**State Utilization Goals**  
**See Appendix A**

**Federal Utilization Goals**  
**See Appendix B**

**4. Executive Order 11246**

The Contractor's compliance with Executive Order 11246 and 41-CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an



approved Pan does not excuse any covered Contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

The Contractor shall implement the specific affirmative action standards provided in a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant hereto.

In order for the nonworking training hours of apprentices and trainees to be counted in meeting the workforce utilization goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor

by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the Contractor may have taken.

d) Provide immediate written notification to CTDOT when the Union or Unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or women sent by the Contractor, or when the Contractor has other information that the Union referral process has impeded the Contractor's efforts to meet its obligations.

e) Develop on-the-job training opportunities and/or participate in training programs that which expressly target minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under b above.

f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations.

g) Review at least annually, the company EEO Policy and affirmative action obligations with all employees having any responsibility for hiring, assignments, layoffs, terminations, or other employment decisions, prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h) Disseminate the Contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and subcontractors with whom the Contractor does or anticipates doing business.

i) Direct its recruitment efforts, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j) Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the project worksite and in other areas of the Contractor's workforce.

k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for opportunities through appropriate training opportunities.

m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and

employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n) Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o) Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p) Conduct a review at least annually of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations:

Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is under-utilized).

The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps so as to achieve maximum results from its efforts to ensure equal employment opportunity.

The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2.

#### **5. Subcontracting:**

- a. The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned construction firms from the Office of Equity.
- b. The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

#### **6. Records and Reports:**

- a. The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:
  1. The number of minority and non-minority group members and women employed in each classification on the project.
  2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women; (applicable only to contractors who rely in whole or in part on unions as a source of their work force),
  3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
  4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
  5. Records of internal and external communication and outreach to document its affirmative efforts.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation.

**c. For Federal Highway Administration funded projects only:**

The Company will submit an annual report to CTDOT each July or as otherwise directed, for the duration of the project, indicating the number of minorities, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision", the Company will be required to furnish Form FHWA 1409 and 1415 as required by CTDOT.

**APPENDIX A**  
**STATE FUNDED PROJECTS (only)**  
**(Labor Market Goals)**

**LABOR MARKET AREA GOAL**  
**Female**

**Minority**

|                                  |              |
|----------------------------------|--------------|
| <b>Bridgeport</b><br><b>1.4%</b> | <b>22.7%</b> |
|----------------------------------|--------------|

|          |              |            |           |
|----------|--------------|------------|-----------|
| Ansonia  | Beacon Falls | Bridgeport | Derby     |
| Easton   | Fairfield    | Milford    | Monroe    |
| Oxford   | Seymour      | Shelton    | Stratford |
| Trumbull |              |            |           |

|                               |              |
|-------------------------------|--------------|
| <b>Danbury</b><br><b>3.8%</b> | <b>10.7%</b> |
|-------------------------------|--------------|

|            |               |             |         |
|------------|---------------|-------------|---------|
| Bethel     | Bridgewater   | Brookfield  | Danbury |
| Kent       | New Fairfield | New Milford | Newtown |
| Redding    | Ridgefield    | Roxbury     | Sherman |
| Washington |               |             |         |

|                                 |             |
|---------------------------------|-------------|
| <b>Danielson</b><br><b>1.8%</b> | <b>4.3%</b> |
|---------------------------------|-------------|

|          |           |          |           |
|----------|-----------|----------|-----------|
| Brooklyn | Eastford  | Hampton  | Killingly |
| Pomfret  | Putnam    | Scotland | Sterling  |
| Thompson | Voluntown | Union    | Woodstock |

|                                |              |
|--------------------------------|--------------|
| <b>Hartford</b><br><b>2.1%</b> | <b>13.7%</b> |
|--------------------------------|--------------|

|              |               |              |               |
|--------------|---------------|--------------|---------------|
| Andover      | Ashford       | Avon         | Barkhamsted   |
| Belin        | Bloomfield    | Bolton       | Bristol       |
| Burlington   | Canton        | Chaplin      | Colchester    |
| Columbia     | Coventry      | Cromwell     | Durham        |
| East Granby  | East Haddam   | East Hampton | East Hartford |
| East Windsor | Ellington     | Enfield      | Farmington    |
| Glastonbury  | Granby        | Haddam       | Hartford      |
| Harwinton    | Hebron        | Lebanon      | Manchester    |
| Mansfield    | Marlborough   | Middlefield  | Middletown    |
| Newington    | Plainville    | Plymouth     | Portland      |
| Rocky Hill   | Simsbury      | Somers       | South Windsor |
| Southington  | Stafford      | Suffield     | Tolland       |
| Vernon       | West Hartford | Wethersfield | Willington    |
| Winchester   | Windham       | Windsor      | Windsor Locks |

|                                   |             |
|-----------------------------------|-------------|
| <b>Lower River</b><br><b>1.8%</b> | <b>4.3%</b> |
|-----------------------------------|-------------|

|           |            |       |          |
|-----------|------------|-------|----------|
| Chester   | Deep River | Essex | Old Lyme |
| Westbrook |            |       |          |

**LABOR MARKET AREA GOAL**

**Minority**

**Female**

|                   |                            |                  |                |              |
|-------------------|----------------------------|------------------|----------------|--------------|
| <b>New Haven</b>  |                            |                  |                | <b>17.9%</b> |
| <b>3.1%</b>       |                            |                  |                |              |
| Bethany           | Branford                   | Cheshire         | Clinton        |              |
| East Haven        | Guilford                   | Hamden           | Killingworth   |              |
| Madison           | Meriden                    | New Haven        | North Branford |              |
| North Haven       | Orange                     | Wallingford      | West Haven     |              |
| Woodbridge        |                            |                  |                |              |
| <b>New London</b> |                            |                  |                | <b>7.4%</b>  |
| <b>3.1%</b>       |                            |                  |                |              |
| Bozrah            | Canterbury                 | East Lyme        | Franklin       |              |
| Griswold          | Groton                     | Ledyard          | Lisbon         |              |
| Montville         | New London                 | North Stonington | Norwich        |              |
| Old Lyme          | Old Saybrook               | Plainfield       | Preston        |              |
| Salem             | Sprague                    | Stonington       | Waterford      |              |
| Hopkinton         | RI – Westerly Rhode Island |                  |                |              |
| <b>Stamford</b>   |                            |                  |                | <b>33.2%</b> |
| <b>2.1%</b>       |                            |                  |                |              |
| Darien            | Greenwich                  | New Canaan       | Norwalk        |              |
| Stamford          | Weston                     | Westport         | Wilton         |              |
| <b>Torrington</b> |                            |                  |                | <b>4.3%</b>  |
| <b>1.8%</b>       |                            |                  |                |              |
| Canaan            | Colebrook                  | Cornwall         | Goshen         |              |
| Hartland          | Kent                       | Litchfield       | Morris         |              |
| Norfolk           | North Canaan               | Salisbury        | Sharon         |              |
| Torrington        | Warren                     |                  |                |              |
| <b>Waterbury</b>  |                            |                  |                | <b>12.4%</b> |
| <b>1.6%</b>       |                            |                  |                |              |
| Bethlehem         | Middlebury                 | Naugatuck        | Prospect       |              |
| Southbury         | Thomaston                  | Waterbury        | Watertown      |              |
| Wolcott           | Woodbury                   |                  |                |              |

**APPENDIX B**  
**FEDERALLY FUNDED OR ASSISTED PROJECTS**  
**(Labor Market Goals)**

**Standard Metropolitan Statistical Area (SMSA)**

**Female**

**Minority**

|  |              |
|--|--------------|
| <b>Bridgeport – Stamford – Norwalk – Danbury</b> | <b>10.2%</b> |
| <b>6.9%</b>                                      |              |

|               |            |            |            |
|---------------|------------|------------|------------|
| Bethel        | Bridgeport | Brookfield | Danbury    |
| Darien        | Derby      | Easton     | Fairfield  |
| Greenwich     | Milford    | Monroe     | New Canaan |
| New Fairfield | Newton     | Norwalk    | Redding    |
| Shelton       | Stamford   | Stratford  | Trumbull   |
| Weston        | Westport   | Wilton     |            |

|   |             |
|---|-------------|
| <b>Hartford – Bristol – New Britain</b> | <b>6.9%</b> |
| <b>6.9%</b>                             |             |

|              |               |               |               |
|--------------|---------------|---------------|---------------|
| Andover      | Avon          | Berlin        | Bloomfield    |
| Bolton       | Bristol       | Burlington    | Canton        |
| Colchester   | Columbia      | Coventry      | Cromwell      |
| East Granby  | East Hampton  | East Hartford | East Windsor  |
| Ellington    | Enfield       | Farmington    | Glastonbury   |
| Granby       | Hartford      | Hebron        | Manchester    |
| Marlborough  | New Britain   | New Hartford  | Newington     |
| Plainville   | Plymouth      | Portland      | Rocky Hill    |
| Simsbury     | South Windsor | Southington   | Stafford      |
| Suffield     | Tolland       | Vernon        | West Hartford |
| Wethersfield | Willington    | Windsor       | Windsor Locks |

|  |             |
|--|-------------|
| <b>New Haven – Waterbury – Meriden</b> | <b>9.0%</b> |
| <b>6.9%</b>                            |             |

|              |                |             |             |
|--------------|----------------|-------------|-------------|
| Beacon Falls | Bethany        | Branford    | Cheshire    |
| Clinton      | East Haven     | Guilford    | Hamden      |
| Madison      | Meriden        | Middlebury  | Naugatuck   |
| New Haven    | North Branford | North Haven | Orange      |
| Prospect     | Southbury      | Thomaston   | Wallingford |
| Waterbury    | Watertown      | West Haven  | Wolcott     |
| Woodbridge   | Woodbury       |             |             |

|                             |             |
|-----------------------------|-------------|
| <b>New London – Norwich</b> | <b>4.5%</b> |
| <b>6.9%</b>                 |             |

|         |            |              |            |
|---------|------------|--------------|------------|
| Bozrah  | East Lyme  | Griswold     | Groton     |
| Ledyard | Lisbon     | Montville    | New London |
| Norwich | Old Lyme   | Old Saybrook | Preston    |
| Sprague | Stonington | Waterford    |            |

**Non SMSA**



**Female****Minority**

|                             |             |
|-----------------------------|-------------|
| <b>Litchfield – Windham</b> | <b>5.9%</b> |
| <b>6.9%</b>                 |             |

|                 |                  |                   |                         |
|-----------------|------------------|-------------------|-------------------------|
| Abington        | Ashford          | Ballouville       | Bantam                  |
| Barkhamsted     | Bethlehem        | Bridgewater       | Brooklyn                |
| Canaan          | Canterbury       | Central Village   | Cahplin                 |
| Colebrook       | Cornwall         | Cornwall Bridge   | Danielson               |
| Dayville        | East Canaan      | East Killingly    | East Woodstock          |
| Eastford        | Falls Village    | Gaylordsville     | Goshen                  |
| Grosvenor Dale  | Hampton          | Harwinton         | Kent                    |
| Killigly        | Lakeside         | Litchfield        | Moosup                  |
| Morris          | New Milford      | New Preston       | New Preston Marble Dale |
| Norfolk         | North Canaan     | No. Grosvenordale | North Windham           |
| Oneco           | Pequabuck        | Pine Meadow       | Plainfield              |
| Pleasant Valley | Pomfret          | Pomfret Center    | Putnam                  |
| Quinebaug       | Riverton         | Rogers            | Roxbury                 |
| Salisbury       | Scotland         | Sharon            | South Kent              |
| South Woodstock | Sterling         | Taconic           | Terryville              |
| Thompson        | Torrington       | Warren            | Warrenville             |
| Washington      | Washington Depot | Wauregan          | West Cornwall           |
| Willimantic     | Winchester       | Winchester Center | Windham                 |
| Winsted         | Woodstock        | Woodstock Valley  |                         |

**Schedule C-4**  
**AFFIRMATIVE ACTION REQUIREMENTS**

It is the policy of this firm to assure that applicants are employed, and that employees are treated during employment, without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved and to promote the full realization of equal employment opportunity through positive and continuous affirmative efforts. Such action shall include employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or terminations, rates of pay or other forms of compensation, selection for training/apprenticeship, pre-apprenticeship opportunities, and on-the-job training opportunities.

This firm will implement, monitor, enforce and achieve full compliance with this Affirmative Action Policy Statement in conjunction with the applicable Federal and State laws, regulations, executive orders, and contract provisions, including but not limited to those listed below:

**Dissemination of Policy:**

All members of the firm who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, this firm's Equal Employment Opportunity (EEO) policy and contractual responsibilities to provide EEO in each grade and classification of employment. These actions shall include:

1. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the firm's EEO policy and its implementation will be reviewed and explained. These meetings will be conducted by the EEO officer.
2. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
3. All personnel who are engaged in direct recruitment for the firm will be instructed by the EEO Officer of the contractor's procedures for locating and hiring minority group employees.
4. Notices and posters setting forth the firm's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
5. The firm's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
6. Sexual Harassment Prevention Resources including training and remedies must be available to all employees. See Connecticut General Assembly Public Acts 19-16 and 19-93.

**Recruitment:**

When advertising for employees, the firm will include in all advertisements the notation; "An Affirmative Action/Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area where the workforce would normally be derived.

1. The firm will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified

- minority and female applicants. To meet this requirement, the firm will identify referral sources and establish procedures for recruitment to obtain the referral of minority and female applicants.
2. In the event the firm has a valid bargaining agreement providing for exclusive hiring referrals, he/she is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The United States Department of Labor has held that where implementation of such agreements has had the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  3. The firm will encourage his/her present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

#### Personnel Actions:

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved. The following procedures shall be followed:

1. The firm will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of personnel.
2. The firm will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
3. The firm shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
4. The firm will promptly investigate all complaints of alleged discrimination made to the firm and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective actions shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

#### Training and Promotion:

The firm will assist in locating, qualifying, and increasing the skills of minorities and women. The firm will utilize the following tools to identify training and promotional opportunities in the firm:

1. The firm will advise employees and applicants for employment of available training programs and the entrance requirements.
2. The firm will periodically review the training and promotion of minority group and female employees and will encourage eligible employees to apply for such training and promotion.

#### Unions:

If the firm relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the firm either directly or through a contractor's association acting as agent will include the procedures set forth below:

1. The firm will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
2. The firm will use best efforts to incorporate an EEO clause into each union agreement to the extent that such union will be contractually bound to refer applicants without regard to their to an individual's race, color, religion, creed, sex, gender identity or expression, marital status, national origin, age, ancestry, status as a veteran, intellectual disability, mental disability, learning disability or physical disability, including but not limited to blindness, unless such disability prevents performance of the work involved.
3. The firm is to obtain information as to the referral practices and policies of the labor union except that to the extent that such information is within the exclusive possession of the labor union and such labor union refuses to furnish the information to the contractor, the contractor shall notify the Connecticut Department of Transportation (CTDOT) of the efforts made to obtain the information.
4. In the event the union is unable to provide the firm with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies. (The United States Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations under Executive Order 11246 as amended, and in compliance with 23 CFR Part 230, the firm will notify CTDOT.

#### Selection of Subcontractors:

The firm will not discriminate on the grounds race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, ancestry, age, intellectual disability, learning disability, physical disability, including, but not limited to, blindness, or status as a veteran in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

1. The firm shall use his/her best efforts to ensure subcontractor/subconsultant compliance with Federal and State Equal Opportunity (EO) and EEO requirements.

#### Records and Reports:

The Contractor shall keep records as necessary to document compliance with EO/EEO requirements. Such reports shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and/or the United States Department of Transportation. The following records should be maintained:

6. The number of minority and non-minority group members and women employed in each work classification;
7. The progress and efforts being made in cooperation with unions, when applicable to increase the employment opportunities for minorities and women;
8. The documentation showing progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
9. Complaints of Discrimination.

In implementing this policy and ensuring that affirmative action is being provided, each time a hiring opportunity occurs this firm will contact and request referrals from minority and female

organizations, referral sources, and media sources. All advertising will emphasize that the firm is “An Affirmative Action/Equal Opportunity Employer.”

In order to substantiate this firm’s efforts and affirmative actions to provide equal opportunity, the firm will maintain and submit, as requested, documentation such as referral request correspondence, copies of advertisements utilized and follow-up documentation to substantiate that efforts were made in good faith. This firm will maintain the necessary internal audit procedures and record keeping systems to report the firm’s affirmative action efforts.

It is understood by Owner/CEO/President of the firm and the firm’s Equal Employment Opportunity Officer and supervisory and managerial personnel that failure to effectively implement, monitor and enforce this firm’s affirmative action program and/or failure to adequately document and submit as required, the affirmative actions taken and efforts made to recruit and hire minority and female applicants in accordance with our affirmative action program in each instance of hire, will result in this firm being required to recommit itself to a modified and more stringent affirmative action program as a condition of approval. It is recognized that this policy is a contractual requirement and is a prerequisite for performing services for the contracting agency. This policy in addition to CTDOT’s EO/EEO contract provisions and requirements, shall constitute the CTDOT Affirmative Program requirements.

The ultimate responsibility for the full implementation of this firm’s Affirmative Action Program rests with the Chief Executive Officer of this firm.

**Schedule C-5**

(Federal wage rate package will be inserted at the end after State wages for the final executed contract only. Refer to NTC – Federal Wage Determinations)

## Schedule C-6

### **State Wages and Other Related Information**

Please refer to the Department of Labor website for the latest updates, annual adjusted wage rate increases, certified payroll forms and applicable statutes.

<http://www.ctdol.state.ct.us/wgwkstnd/prevailwage.htm>

### Prevailing Wage Law Poster Language

**THIS IS A PUBLIC WORKS PROJECT Covered by the  
PREVAILING WAGE LAW CT General Statutes Section 31-53**

**If you have QUESTIONS regarding your wages CALL (860) 263-6790**

**Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.**

### Informational Bulletin

**THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE** (applicable to public building contracts entered into on or after July 1, 2007, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is [http://www.osha.gov/fso/ote/training/edcenters/fact\\_sheet.html](http://www.osha.gov/fso/ote/training/edcenters/fact_sheet.html);
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;

(7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;

(8) Proof of completion may be demonstrated through either: (a) the presentation of a bona fide student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;

(9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

(10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;

(11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;

(12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;

(13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;

(14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and

(15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.

(16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

**THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.**

November 29, 2006



## Notice

### **To All Mason Contractors and Interested Parties Regarding Construction Pursuant to Section 31-53 of the Connecticut General Statutes (Prevailing Wage)**

The Connecticut Labor Department Wage and Workplace Standards Division is empowered to enforce the prevailing wage rates on projects covered by the above referenced statute. Over the past few years the Division has withheld enforcement of the rate in effect for workers who operate a forklift on a prevailing wage rate project due to a potential jurisdictional dispute. The rate listed in the schedules and in our Occupational Bulletin (see enclosed) has been as follows:

#### **Forklift Operator:**

- **Laborers (Group 4) Mason Tenders** - operates forklift solely to assist a mason to a maximum height of nine feet only.

- **Power Equipment Operator (Group 9)** - operates forklift to assist any trade and to assist a mason to a height over nine feet.

The U.S. Labor Department conducted a survey of rates in Connecticut but it has not been published and the rate in effect remains as outlined in the above Occupational Bulletin.

**Since this is a classification matter and not one of jurisdiction, effective January 1, 2007 the Connecticut Labor Department will enforce the rate on each schedule in accordance with our statutory authority.**

Your cooperation in filing appropriate and accurate certified payrolls is appreciated.

**CONNECTICUT DEPARTMENT OF LABOR  
WAGE AND WORKPLACE STANDARDS DIVISION**

**CONTRACTORS WAGE CERTIFICATION FORM  
Construction Manager at Risk/General Contractor/Prime Contractor**

I, \_\_\_\_\_ of \_\_\_\_\_  
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

and all of its subcontractors will pay all workers on the

\_\_\_\_\_  
Project Name and Number

\_\_\_\_\_  
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

\_\_\_\_\_  
Signed

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Return to: Connecticut Department of Labor  
Wage & Workplace Standards Division  
200 Folly Brook Blvd.  
Wethersfield, CT 06109

Rate Schedule Issued (Date): \_\_\_\_\_

## **Information Bulletin**

### ***Occupational Classifications***

The Connecticut Department of Labor has the responsibility to properly determine "job classification" on prevailing wage projects covered under C.G.S. Section 31-53(d).

*Note: This information is intended to provide a sample of some occupational classifications for guidance purposes only. It is not an all-inclusive list of each occupation's duties. This list is being provided only to highlight some areas where a contractor may be unclear regarding the proper classification. If unsure, the employer should seek guidelines for CTDOL.*

**Below are additional clarifications of specific job duties performed for certain classifications:**

□ **ASBESTOS WORKERS**

Applies all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems.

□ **ASBESTOS INSULATOR**

Handle, install apply, fabricate, distribute, prepare, alter, repair, dismantle, heat and frost insulation, including penetration and fire stopping work on all penetration fire stop systems.

□ **BOILERMAKERS**

Erects hydro plants, incomplete vessels, steel stacks, storage tanks for water, fuel, etc. Builds incomplete boilers, repairs heat exchanges and steam generators.

□ **BRICKLAYERS, CEMENT MASONS, CEMENT FINISHERS, MARBLE MASONS, PLASTERERS, STONE MASONS, PLASTERERS. STONE MASONS, TERRAZZO WORKERS, TILE SETTERS**

Lays building materials such as brick, structural tile and concrete cinder, glass, gypsum, terra cotta block. Cuts, tools and sets marble, sets stone, finishes concrete, applies decorative steel, aluminum and plastic tile, applies cements, sand, pigment and marble chips to floors, stairways, etc.

□ **CARPENTERS, MILLWRIGHTS. PILEDRIVERMEN. LATHERS. RESILEINT FLOOR LAYERS, DOCK BUILDERS, DIKERS, DIVER TENDERS**

Constructs, erects, installs and repairs structures and fixtures of wood, plywood and wallboard. Installs, assembles, dismantles, moves industrial machinery. Drives piling into ground to provide foundations for structures such as buildings and bridges, retaining walls for earth embankments, such as cofferdams. Fastens wooden, metal or rockboard lath to walls, ceilings and partitions of buildings, acoustical tile layer, concrete form builder. Applies firestopping materials on fire resistive joint systems only. Installation of curtain/window walls only where attached to wood or metal studs. Installation of insulated material of all types whether blown, nailed or attached in other ways to walls, ceilings and floors of buildings. Assembly and installation of modular furniture/furniture systems. Free-standing furniture is not covered. This includes free standing:

student chairs, study top desks, book box desks, computer furniture, dictionary stand, atlas stand, wood shelving, two-position information access station, file cabinets, storage cabinets, tables, etc.

□ **LABORER, CLEANING**

- The clean up of any construction debris and the general (heavy/light) cleaning, including sweeping, wash down, mopping, wiping of the construction facility and its furniture, washing, polishing, and dusting.

□ **DELIVERY PERSONNEL**

- If delivery of supplies/building materials is to one common point and stockpiled there, prevailing wages are not required. If the delivery personnel are involved in the distribution of the material to multiple locations within the construction site then they would have to be paid prevailing wages for the type of work performed: laborer, equipment operator, electrician, ironworker, plumber, etc.

- An example of this would be where delivery of drywall is made to a building and the delivery personnel distribute the drywall from one "stockpile" location to further sub-locations on each floor. Distribution of material around a construction site is the job of a laborer or tradesman, and not a delivery personnel.

□ **ELECTRICIANS**

Install, erect, maintenance, alteration or repair of any wire, cable, conduit, etc., which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes, including the Installation or maintenance of telecommunication, LAN wiring or computer equipment, and low voltage wiring. \*License required per Connecticut General Statutes: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9.

□ **ELEVATOR CONSTRUCTORS**

Install, erect, maintenance and repair of all types of elevators, escalators, dumb waiters and moving walks. \*License required by Connecticut General Statutes: R-1, 2, 5, 6.

□ **FORK LIFT OPERATOR**

Laborers Group 4) Mason Tenders - operates forklift solely to assist a mason to a maximum height of nine (9) feet only.

Power Equipment Operator Group 9 - operates forklift to assist any trade, and to assist a mason to a height over nine (9) feet.

□ **GLAZIERS**

Glazing wood and metal sash, doors, partitions, and 2 story aluminum storefronts. Installs glass windows, skylights, store fronts and display cases or surfaces such as building fronts, interior walls, ceilings and table tops and metal store fronts. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers, which require equal composite workforce.

## □ IRONWORKERS

Erection, installation and placement of structural steel, precast concrete, miscellaneous iron, ornamental iron, metal curtain wall, rigging and reinforcing steel. Handling, sorting, and installation of reinforcing steel (rebar). Metal bridge rail (traffic), metal bridge handrail, and decorative security fence installation. Installation of aluminum window walls and curtain walls is the "joint" work of glaziers and ironworkers which require equal composite workforce.

## □ INSULATOR

- Installing fire stopping systems/materials for "Penetration Firestop Systems": transit to cables, electrical conduits, insulated pipes, sprinkler pipe penetrations, ductwork behind radiation, electrical cable trays, fire rated pipe penetrations, natural polypropylene, HVAC ducts, plumbing bare metal, telephone and communication wires, and boiler room ceilings.

## □ LABORERS

Acetylene burners, asphalt rakers, chain saw operators, concrete and power buggy operator, concrete saw operator, fence and guard rail erector (except metal bridge rail (traffic), decorative security fence (non-metal).

installation.), hand operated concrete vibrator operator, mason tenders, pipelayers (installation of storm drainage or sewage lines on the street only), pneumatic drill operator, pneumatic gas and electric drill operator, powermen and wagon drill operator, air track operator, block paver, curb setters, blasters, concrete spreaders.

## □ PAINTERS

Maintenance, preparation, cleaning, blasting (water and sand, etc.), painting or application of any protective coatings of every description on all bridges and appurtenances of highways, roadways, and railroads. Painting, decorating, hardwood finishing, paper hanging, sign writing, scenic art work and drywall hhg for any and all types of building and residential work.

## □ LEAD PAINT REMOVAL

- Painter's Rate 1. Removal of lead paint from bridges. 2. Removal of lead paint as preparation of any surface to be repainted. 3. Where removal is on a Demolition project prior to reconstruction. • Laborer's Rate 1. Removal of lead paint from any surface NOT to be repainted. 2. Where removal is on a TOTAL Demolition project only.

## □ PLUMBERS AND PIPEFITTERS

Installation, repair, replacement, alteration or maintenance of all plumbing, heating, cooling and piping. **\*License required per Connecticut General Statutes: P-1,2,6,7,8,9 J1,2,3,4 SP-1,2 S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4.**

## □ POWER EQUIPMENT OPERATORS

Operates several types of power construction equipment such as compressors, pumps, hoists, derricks, cranes, shovels, tractors, scrapers or motor graders, etc. Repairs and maintains equipment. **\*License required, crane operators only, per Connecticut General Statutes.**

## □ **ROOFERS**

Covers roofs with composition shingles or sheets, wood shingles, slate or asphalt and gravel to waterproof roofs, including preparation of surface. (demolition or removal of any type of roofing and or clean-up of any and all areas where a roof is to be relaid.)

## □ **SHEETMETAL WORKERS**

Fabricate, assembles, installs and repairs sheetmetal products and equipment in such areas as ventilation, air-conditioning, warm air heating, restaurant equipment, architectural sheet metal work, sheetmetal roofing, and aluminum gutters. Fabrication, handling, assembling, erecting, altering, repairing, etc. of coated metal material panels and composite metal material panels when used on building exteriors and interiors as soffits, fascia, louvers, partitions, canopies, cornice, column covers, awnings, beam covers, cladding, sun shades, lighting troughs, spires, ornamental roofing, metal ceilings, mansards, copings, ornamental and ventilation hoods, vertical and horizontal siding panels, trim, etc. The sheet metal classification also applies to the vast variety of coated metal material panels and composite metal material panels that have evolved over the years as an alternative to conventional ferrous and non-ferrous metals like steel, iron, tin, copper, brass, bronze, aluminum, etc. Fabrication, handling, assembling, erecting, altering, repairing, etc. of architectural metal roof, standing seam roof, composite metal roof, metal and composite bathroom/toilet partitions, aluminum gutters, metal and composite lockers and shelving, kitchen equipment, and walk-in coolers. To include testing and air –balancing ancillary to installation and construction.

## □ **SPRINKLER FITTERS**

Installation, alteration, maintenance and repair of fire protection sprinkler systems. **\*License required per Connecticut General Statutes: F-1, 2, 3, 4.**

## □ **TILE MARBLE AND TERRAZZO FINISHERS**

Assists and tends the tile setter, marble mason and terrazzo worker in the performance of their duties.

## □ **TRUCK DRIVERS**

~How to pay truck drivers delivering asphalt is under REVISION~

Truck Drivers are requires to be paid prevailing wage for time spent "working" directly on the site. These drivers remain covered by the prevailing wage for any time spent transporting between the actual construction location and facilities (such as fabrication, plants, mobile factories, batch plant, borrow pits, job headquarters, tool yards, etc.) dedicated exclusively, or nearly so, to performance of the contract or project, which are so located in proximity to the actual construction location that it is reasonable to include them. **\*License required, drivers only, per Connecticut General Statutes.**

**For example:**

- Material men and deliverymen are not covered under prevailing wage as long as they are not directly involved in the construction process. If, they unload the material, they would then be

covered by prevailing wage for the classification they are performing work in: laborer, equipment operator, etc.

- Hauling material off site is not covered provided they are not dumping it at a location outlined above.
- Driving a truck on site and moving equipment or materials on site would be considered covered work, as this is part of the construction process.

Any questions regarding the proper classification should be directed to:

**Public Contract Compliance Unit  
Wage and Workplace Standards Division  
Connecticut Department of Labor  
200 Folly Brook Blvd, Wethersfield, CT 06109  
(860) 263-6543.**

**Connecticut Department of Labor  
Wage and Workplace Standards Division  
FOOTNOTES**

Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons**  
(Building Construction) and (Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)

a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

**Elevator Constructors: Mechanics**

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

### **Glaziers**

a. Paid Holidays: Labor Day and Christmas Day.

### **Power Equipment Operators**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

### **Ironworkers**

a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

### **Laborers (Tunnel Construction)**

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

### **Roofers**

a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

### **Sprinkler Fitters**

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

### **Truck Drivers**

(Heavy and Highway Construction & Building Construction)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.



**SEE BELOW FOR STATE WAGE RATES**

**INSERT STATE WAGES HERE**

## Schedule D

### **Disadvantaged Business Enterprise (“DBE”) Special Provision**

Rev. 2023

#### **I. ABBREVIATIONS AND DEFINITIONS**

A. *CTDOT* means the Connecticut Department of Transportation.

B. *USDOT* means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (“FHWA”), the Federal Transit Administration (“FTA”), and the Federal Aviation Administration (“FAA”).

C. *Broker* means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. *Contract, Agreement or Subcontract* means a legally binding relationship obligating a seller to furnish supplies or services (including but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. *Contractor* means a consultant, second party or any other entity under Contract to do business with CTDOT or, as the context may require, with another Contractor.

F. *Disadvantaged Business Enterprise (“DBE”)* means a for profit small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it; and
3. Certified by CTDOT under Title 49 of the Code of Federal Regulations, Part 26, (Title 49 CFR Part 23 of the Code of Federal Regulations for Participation of Disadvantaged Business Enterprise in Airport Concessions)

G. *USDOT-assisted Contract* means any Contract between CTDOT and a Contractor (at any tier) funded in whole or in part with USDOT financial assistance.

H. *Good Faith Efforts (“GFE”)* means all necessary and reasonable steps to achieve a DBE goal or other requirement which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement.

I. *Small Business Concern* means, with respect to firms seeking to participate as DBEs in USDOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (“SBA”) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts in 49 CFR Part 26, Section 26.65(b).

J. *Socially and Economically Disadvantaged Individual* means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

1. Any individual who CTDOT finds, on a case-by-case basis, to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

- “Black Americans”, which includes persons having origins in any of the Black racial groups of Africa;
- “Hispanic Americans”, which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
- “Native Americans”, which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians.
- “Asian-Pacific Americans”, which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, or Federated States of Micronesia;
- “Subcontinent Asian Americans”, which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- Women;
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

K. *Commercially Useful Function (“CUF”)* means the DBE is responsible for the execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved with its own forces and equipment. The DBE must be responsible for procuring, determining quantity, negotiating price, determining quality and paying for all materials (where applicable) associated with their work. The DBE must also perform at least 30% of the total cost of its contract with its own workforce.

## **II. ADMINISTRATIVE REQUIREMENTS**

### **A. General Requirements**

A DBE goal percentage equaling \_\_\_\_\_ percent (%) of the Contract value has been established for this Contract. This DBE goal percentage will be applied to the final Contract value to ultimately determine the required DBE goal. If additional work is required, DBE firms should be provided the appropriate opportunities to achieve the required DBE goal.

In order to receive credit toward the Contract DBE goal, the firms utilized as DBE subcontractors or suppliers must be certified as DBEs in the type of work to be counted for credit by CTDOT’s Office of Contract Compliance prior to the date of the execution of the subcontract. Neither CTDOT nor the State of Connecticut’s Unified Certification Program (UCP) makes any representation as to any DBE’s technical or financial ability to perform the work. Prime contractors are solely responsible for performing due diligence in hiring DBE subcontractors.

All DBEs shall perform a CUF for the work that is assigned to them. The Contractor shall monitor and ensure that the DBE is in compliance with this requirement. The Connecticut DBE UPC Directory of certified firms can be found on the CTDOT website <http://www.ct.gov/dot>. The directory lists certified DBE firms with a description of services that they are certified to perform. Only work identified in this listing may be counted towards the project’s DBE goal. A DBE firm may request to have services added at any time by contacting CTDOT’s Office of Contract Compliance. No credit shall be counted for any DBE firm found not to be performing a CUF.

Once a Contract is awarded, all DBEs that were listed on the pre-award DBE commitment document must be utilized. The Contractor is obligated to provide the value and items of the work originally established in the pre-award documentation to the DBE firms listed in the pre-award documentation. Any modifications to the pre-award commitment must follow the procedure established in Section II-C.

The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to CTDOT's unit administering the Contract, CTDOT's Office of Contract Compliance and CTDOT's Office of Construction ("OOC"). Contact information for the designated liaison officer shall be furnished no later than the scheduled date for the pre-construction meeting.

**The Contractor shall submit a bi-monthly report to the appropriate CTDOT unit administering the Contract. This report shall indicate what work has been performed to date, with the dollars paid and percentage of DBE goal completed.**

**Verified payments made to DBEs shall be included in this bi-monthly report. A sample form is included on the CTDOT website.**

In addition, the report shall include:

1. A projected time frame of when the remaining work is to be completed for each DBE.
2. A statement by the Contractor either confirming that the approved DBEs are on schedule to meet the Contract goal, or that the Contractor is actively pursuing a GFE.
3. If retainage is specified in the Contract specifications, then a statement of certification that the subcontractors' retainage is being released in accordance with 1.08.01 (Revised or supplemented).

Failure by the Contractor to provide the required reports may result in CTDOT withholding an amount equal to one percent (1%) of the monthly estimate until the required documentation is received.

The Contractor shall receive DBE credit when a DBE, or any combination of DBEs, perform work under the Contract in accordance with this specification.

Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services, as verified by CTDOT, can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the Contractor or its affiliate cannot be counted toward the goal.

Monitoring of the CUF will occur by CTDOT throughout the life of the project. If it is unclear that the DBE is performing the work specified in its subcontract with the prime Contractor, further review may be required. If it is determined that the DBE is not performing a CUF, then the work performed by that DBE will not be counted towards the DBE goal percentage.

## **B. Subcontract Requirements**

The Contractor shall submit to CTDOT's OOC all requests for subcontractor approvals on the standard CLA-12 forms provided by CTDOT. The dollar amount and items of work identified on the CLA-12 form must, at minimum, equal the dollar value submitted in the pre-award commitment. CLA-12 forms can be found at <http://www.ct.gov/dot/construction> under the "Subcontractor Approval" section. All DBE subcontractors must be identified on the CLA-12 form, regardless of whether they are being utilized to meet a Contract goal percentage. A copy of the legal Contract between the Contractor and the DBE subcontractor/supplier, a copy of the Title VI Contractor Assurances and a copy of the Required Contract Provision for Federal Aid Construction Contracts (Form FHWA-1273) (Federal Highway Administration projects only) must be submitted along with a request for subcontractor approval. These attachments cannot be substituted by reference.

If retainage is specified in the Contract specifications, then the subcontract agreement must contain a prompt payment mechanism that acts in accordance with Article 1.08.01 (Revised or supplemented).

If the Contract specifications do not contain a retainage clause, the Contractor shall not include a retainage clause in any subcontract agreement, and in this case, if a Contractor does include a retainage clause, it shall be deemed unenforceable.

In addition, the following documents are to be included with the CLA-12, if applicable:

- An explanation indicating who will purchase material.
- A statement explaining any method or arrangement for utilization of the Contractor's equipment.

The subcontract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties. If the subcontract items of work or unit prices are modified, the procedure established in Section II-C must be followed.

Should a DBE subcontractor further sublet items of work assigned to it, only lower tier subcontractors who are certified as a DBE firm will be counted toward the DBE goal. If the lower tier subcontractor is a non-DBE firm, the value of the work performed by that firm will not be counted as credit toward the DBE goal.

The use of joint checks between a DBE firm and the Contractor is acceptable, provided that written approval is received from the OOC prior to the issuance of any joint check. Should it become necessary to issue a joint check between the DBE firm and the Contractor to purchase materials, the DBE firm must be responsible for negotiating the cost, determining the quality and quantity, ordering the material and installing (where applicable), and administering the payment to the supplier. The Contractor should not make payment directly to suppliers.

Each subcontract the Contractor signs with a subcontractor must contain the following assurance:

“The subcontractor/supplier/manufacture shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor/subcontractor/supplier/manufacture to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.”

### **C. Modification to Pre-Award Commitment**

Contractors may not terminate for convenience any DBE subcontractor or supplier that was listed on the pre-award DBE commitment without prior written approval of the OOC. This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Prior to approval, the Contractor must demonstrate to the satisfaction of the OOC, that it has good cause, as found in 49CFR Part 26.53 (f)(3), for termination of the DBE firm.

Before transmitting its request for approval to terminate pre-award DBE firms to the OOC, the Contractor must give written notice to the DBE subcontractor and include a copy to the OOC of its notice to terminate and/or substitute, and the reason for the notice.

The Contractor must provide five (5) days for the affected DBE firm to respond. This affords the DBE firm the opportunity to advise the OOC and the Contractor of any reasons why it objects to the termination of its subcontract and why the OOC should not approve the Contractor's action.

Once the Contract is awarded, should there be any amendments or modifications of the approved pre-award DBE submission other than termination of a DBE firm, the Contractor shall follow the procedure below that best meets the criteria associated with the reason for modification:

1. If the change is due to a scope of work revision or non-routine quantity revision by CTDOT, the Contractor must notify CTDOT's OOC in writing or via electronic mail that their DBE participation on

the project may be impacted as soon as they are aware of the change. In this case, a release of work from the DBE firm may not be required; however the Contractor must concurrently notify the DBE firm in writing, and copy the OOC for inclusion in the project DBE file. This does not relieve the Contractor of its obligation to meet the Contract specified DBE goal, or of any other responsibility found in this specification.

2. If the change is due to a factor other than a CTDOT directive, a request for approval in writing or via electronic mail of the modification from the OOC must be submitted, along with an explanation of the change(s), prior to the commencement of work. The Contractor must also obtain a letter of release from the originally named DBE indicating their concurrence with the change, and the reason(s) for their inability to perform the work. In the event a release cannot be obtained, the Contractor must document all efforts made to obtain it.
3. In the event a DBE firm that was listed in the pre-award documents is **unable** or **unwilling** to perform the work assigned, the Contractor shall:
  - Notify the OOC Division Chief immediately and make efforts to obtain a release of work from the firm.
  - Submit documentation that will provide a basis for the change to the OOC for review and approval prior to the implementation of the change.
  - Use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. The Contractor should also contact CTDOT's Office of Contract Compliance for assistance in locating additional DBE firms to the extent needed to meet the contract goal.

Should a DBE subcontractor be terminated or fail to complete work on the Contract for any reason, the Contractor must make a GFE to find another DBE subcontractor to substitute for the original DBE. The DBE replacement shall be given every opportunity to perform at least the same amount of work under the Contract as the original DBE subcontractor.

If the Contractor is unable to find a DBE replacement:

- The Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE. (Refer to GFE in Section III.)
- The Contractor must demonstrate that the originally named DBE, who is unable or unwilling to perform the work assigned, is in default of its subcontract, or identify other issues that affected the DBE firm's ability to perform the assigned work. The Contractor's ability to negotiate a more advantageous agreement with another subcontractor is not a valid basis for change.

### **III. GOOD FAITH EFFORTS**

The DBE goal is **NOT** reduced or waived for projects where the Contractor receives a Pre-Award GFE determination from the Office of Contract Compliance prior to the award of the Contract. It remains the responsibility of the Contractor to make a continuing GFE to achieve the specified Contract DBE goal. The Contractor shall pursue every available opportunity to obtain additional DBE firms and document all efforts made in such attempts.

At the completion of all Contract work, the Contractor shall submit a final report to CTDOT's unit administering the Contract indicating the work done by and the dollars paid to DBEs. Only verified payments made to DBEs performing a CUF will be counted towards the Contract goal.

Goal attainment is based on the total Contract value, which includes all construction orders created during the Contract. If the Contractor does not achieve the specified Contract goal for DBE participation or has not provided the value of work to the DBE firms originally committed to in the pre-award submission, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

A GFE should consist of the following, where applicable (CTDOT reserves the right to request additional information):

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.
3. Provide a detailed explanation for each DBE that submitted a subcontract proposal which the Contractor considered to be unacceptable stating the reason(s) for this conclusion.
4. Provide documentation, if any, to support contacts made with CTDOT requesting assistance in satisfying the specified Contract goal.
5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal. Additional documentation of efforts made to obtain DBE firms may include but will not be limited to:
  - Negotiations held in good faith with interested DBE firms, not rejecting them without sound reasons.
  - Written notice provided to a reasonable number of specific DBE firms in sufficient time to allow effective participation.
  - Those portions of work that could be performed by readily available DBE firms.

**In instances where the Contractor can adequately document or substantiate its GFE and compliance with other DBE Program requirements, the Contractor will have satisfied the DBE requirement and no administrative remedies will be imposed.**

#### **IV. PROJECT COMPLETION**

At the completion of all Contract work, the Contractor shall:

1. Submit a final report to CTDOT's unit administering the Contract indicating the work done by, and the dollars paid to DBEs.
2. Submit verified payments made to all DBE subcontractors for the work that was completed.
3. Submit documentation detailing any changes to the DBE pre-award subcontractors that have not met the original DBE pre-award commitment, including copies of the Department's approvals of those changes.
4. Retain all records for a period of three (3) years following acceptance by CTDOT of the Contract and those records shall be available at reasonable times and places for inspection by authorized representatives of CTDOT and Federal agencies. If any litigation, claim, or audit is started before the expiration of the

three (3) year period, the records shall be retained until all litigation, claims, or audit findings involving the records are resolved.

If the Contractor does not achieve the specified Contract goal for DBE participation in addition to meeting the dollar value committed to the DBE subcontractors identified in the pre-award commitment, the Contractor shall submit documentation to CTDOT's unit administering the Contract detailing the GFE made during the performance of the Contract to satisfy the goal.

## V. SHORTFALLS

### A. **Failure to meet DBE goals**

**As specified in (II-A) above, attainment of the Contract DBE goal is based on the final Contract value.** The Contractor is expected to achieve the amount of DBE participation originally committed to at the time of award; however, additional efforts must be made to provide opportunities to DBE firms in the event a Contract's original value is increased during the life of the Contract.

The Contractor is expected to utilize the DBE subcontractors originally committed in the DBE pre-award documentation for the work and dollar value that was originally assigned.

If a DBE is terminated or is unable or unwilling to complete its work on a Contract, the Contractor shall make a GFE to replace that DBE with another certified DBE to meet the Contract goal.

The Contractor shall immediately notify the OOC of the DBE's inability or unwillingness to perform, and provide reasonable documentation and make efforts to obtain a release of work from the firm.

If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement, if necessary, and provide documentation to support a GFE.

When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make a GFE to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the Contract goal.

For any DBE pre-award subcontractor that has been released appropriately from the project, no remedy will be assessed, provided that the Contractor has met the criteria described in Section II-C.

### B. **Administrative Remedies for Non-Compliance:**

In cases where the Contractor has failed to meet the Contract specified DBE goal or the DBE pre-award commitment, and where no GFE has been demonstrated, then one or more of the following administrative remedies will be applied:

1. A reduction in Contract payments to the Contractor as determined by CTDOT, not to exceed the shortfall amount of the **DBE goal**. The maximum shortfall will be calculated by multiplying the Contract DBE goal (adjusted by any applicable GFE) by the final Contract value, and subtracting any verified final payments made to DBE firms by the Contractor.
2. A reduction in Contract payments to the Contractor determined by CTDOT, not to exceed the shortfall amount of the **pre-award commitment**. The maximum shortfall will be calculated by subtracting any verified final payments made by the Contractor to each DBE subcontractor from the amount originally committed to that subcontractor in the pre-award commitment.



3. A reduction in Contract payments to the Contractor determined by CTDOT for any pre-award DBE subcontractor who has not obtained the dollar value of work identified in the DBE pre-award commitment and has not followed the requirements of Section II-C or for any DBE firm submitted for DBE credit that has not performed a CUF.
4. The Contractor being required to submit a written DBE Program Corrective Action Plan to CTDOT for review and approval, which is aimed at ensuring compliance on future projects.
5. The Contractor being required to attend a Non-Responsibility Meeting on the next contract where it is the apparent low bidder.
6. The Contractor being suspended from bidding on contracts for a period not to exceed six (6) months.

## **VI. CLASSIFICATIONS OTHER THAN SUBCONTRACTORS**

### **A. Material Manufacturers**

Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

If the Contractor elects to utilize a DBE manufacturer to satisfy a portion of, or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

### **B. Material Suppliers (Dealers)**

Credit for DBE dealers/suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from an approved DBE dealer/supplier.

In order for a firm to be considered a regular dealer, the firm must own, operate, or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. At least one of the following criteria must apply:

- To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
- A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating or maintaining a place of business if the person both owns and operates distribution equipment for the products. Any supplementing of the regular dealers' own distribution equipment shall be by long term lease agreement, and not on an ad hoc or contract to contract basis.
- Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this paragraph.

If the Contractor elects to utilize a DBE supplier to satisfy a portion or the entire specified DBE goal, the Contractor must provide the OOC with:

- Subcontractor Approval Form (CLA-12) indicating the firm designation,
- An executed "Affidavit for the Utilization of Material Suppliers or Manufacturers" (sample attached), and
- Substantiation of payments made to the supplier or manufacturer for materials used on the project.

### **C. Brokering**

- Brokering of work for DBE firms who have been listed by the Department as certified brokers is allowed. Credit for those firms shall be applied following the procedures in Section VI-D.
- Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.
- Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. DOT, Office of the Inspector General for prosecution under Title 18, U.S. Code, Part I, Chapter 47, Section 1020.

### **D. Non-Manufacturing or Non-Supplier DBE Credit**

Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

- Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the OOC to be reasonable and consistent with fees customarily allowed for similar services.
- The fees charged only for delivery of materials and supplies required on a job site when the hauler, trucker, or delivery service is a DBE, and not the manufacturer, or regular dealer of the materials and supplies, and provided that the fees are determined by the OOC to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by CTDOT to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### **E. Trucking**

While technically still considered a subcontractor, the rules for counting credit for DBE trucking firms are as follows:

- The DBE must own and operate at least one fully licensed, insured, and operational truck used on the Contract.
- The DBE receives credit for the total value of the transportation services it provides on the Contract using trucks it owns, insures and operates using drivers it employs.
- The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the Contract.
- The DBE may lease trucks from a non-DBE firm; however the DBE may only receive credit for any fees or commissions received for arranging transportation services provided by the non-DBE firms. Additionally, the DBE firm must demonstrate that they are in full control of the trucking operation for which they are seeking credit.

### **VII. Suspected DBE Fraud**

In appropriate cases, CTDOT will bring to the attention of the USDOT any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take the steps, e.g. referral to the Department of Justice for criminal prosecution, referral to USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules provided in 49 CFR Part 31.

**CONNECTICUT DEPARTMENT OF TRANSPORTATION  
(OFFICE OF CONSTRUCTION)  
BUREAU OF ENGINEERING AND CONSTRUCTION**

This affidavit must be completed by the State Contractor's DBE notarized and attached to the contractor's request to utilize a DBE supplier or manufacturer as a credit towards its DBE contract requirements; failure to do so will result in not receiving credit towards the contract DBE requirement.

State Contract No. \_\_\_\_\_

Federal Aid Project No. \_\_\_\_\_

Description of Project \_\_\_\_\_

I, \_\_\_\_\_, acting in behalf of \_\_\_\_\_.

(Name of person signing Affidavit) (DBE person, firm, association or corporation)

of which I am the \_\_\_\_\_ certify and affirm that \_\_\_\_\_

(Title of Person) (DBE person, firm, association or corporation)

is a certified Connecticut Department of Transportation DBE. I further certify and affirm that I have read and understand 49 CFR, Sec. 26.55(e)(2), as the same may be revised.

I further certify and affirm that \_\_\_\_\_ will assume the actual and

(DBE person, firm, association or Corporation)

for the provision of the materials and/or supplies sought by \_\_\_\_\_.

If a manufacturer, I operate or maintain a factory or establishment that produces, on the premises, the materials, supplies, articles or equipment required under the contract an of the general character described by the specifications.

If a supplier, I perform a commercially useful function in the supply process. As a regular dealer, I, at a minimum, own and operate the distribution equipment for bulk items. Any supplementing of my distribution equipment shall be by long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

I understand that false statements made herein are punishable by Law (Sec. 53a-157), CGS, as revised).

(Name of Corporation or Firm)

(Signature & Title of Official making the Affidavit)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

Notary Public (Commissioner of the Superior Court)

My Commission Expires \_\_\_\_\_

**CERTIFICATE OF CORPORATION**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_

(Name)

(Title)

of the Corporation named in the foregoing instrument; that I have been duly authorized to affix the seal of the Corporation to such papers as require the seal; that \_\_\_\_\_, who signed said instrument on behalf of the Corporation, was then \_\_\_\_\_ of said corporation; that said instrument was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporation powers.

\_\_\_\_\_  
(Signature of Person Certifying)

\_\_\_\_\_  
(Date)

**Schedule E**  
**Small Business Enterprise (“SBE”) Special Provision**  
Rev. 2023

**I. GENERAL**

- A. The Contractor shall cooperate with the Connecticut Department of Transportation (CTDOT) in implementing the required contract obligations concerning “Small Contractor” and “Minority Business Enterprise” use on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes as revised. “Small Contractor” and “Minority Business Enterprise” are defined in subsection (a) of Section 4a-60g, and hereinafter throughout this Special Provision each shall be referred to as a “Small Contractor.” The Contractor shall also cooperate with CTDOT in reviewing the Contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor(s) and Minority Business Enterprise(s) named to satisfy the set-aside requirement must be certified by the Department of Administrative Services, Business Connections/ Set-Aside Unit [(860) 713-5236 [Small Minority Business Center \(ct.gov\)](#)]. A Small Contractor is subject to approval by CTDOT to do the work for which it is nominated pursuant to the criteria set forth in Section IIC-3.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by CTDOT, will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the Contractor is unable to achieve the specified contract goals for Small Contractor participation, the Contractor shall submit written documentation to CTDOT's Manager of Construction Operations indicating his/her attempts to satisfy goal requirements. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
  2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses, dates and telephone numbers of each Small Contractor contacted, and a description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.
  3. For each Small Contractor that placed a subcontract quotation which the Contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
  4. Documents to support contacts made with CTDOT requesting assistance in satisfying the contract specified or adjusted Small Contractor dollar requirements.
  5. Document other special efforts undertaken by the Contractor to meet the defined goal.
- E. Failure of the Contractor to have at least the specified dollar amount of this contract performed by Small Contractor as required in Section IIA of this Special Provision will result in the reduction in contract payment to the Contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor

achievement, will therefore, be deducted from the final contract payment. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of CTDOT, no reduction in payments will be imposed.

- F. All records must be retained for a period of three (3) years following completion of the contract and shall be available at reasonable times and places for inspection by authorized representatives of CTDOT.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

## II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, CTDOT requires the following:

- A. Not less than \_\_\_\_\_ percent ( \_\_\_%) of the **final** value of this Contract shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors.
- B. The Contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of Quotes, Scope of Work, and Delivery Schedules so as to facilitate the participation of each Small Contractor.
- C. The Contractor shall provide to CTDOT's Manager of Contracts within Five (5) days after the bid opening the following items:
  - 1. A certification of work to be subcontracted (Exhibit 2) signed by both the Contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
  - 2. A certification of past experience (Exhibit 3) indicating the scope of work the nominated Small Contractor has performed on all projects, public and private, for the past five (5) years.
  - 3. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the Contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1, 2 and 3 and Section E together with documentation to substantiate and justify the change, (i.e., documentation to provide a basis for the change) to CTDOT's Manager of Construction Operations for its review and approval prior to the implementation of the change. The Contractor must demonstrate that the originally named Small Contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.

- D. After the Contractor signs the Contract, the Contractor will be required to meet with CTDOT's Manager of Construction Operations or his/her designee to review the following:
1. What is expected with respect to the Small Contractor set aside requirements.
  2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
  3. Each quarter after the start of the Small Contractor the Contractor shall submit a report to CTDOT's Manager of Construction Operations indicating the work done by, and the dollars paid to each Small Contractor to date.
  4. What is required when a request to sublet to a Small Contractor is submitted.
- E. The Contractor shall submit to CTDOT's Manager of Construction Operations all requests for subcontractor approvals on standard forms provided by the Department.

If the request for approval is for a Small Contractor subcontractor for the purpose of meeting the contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal contract between the Contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments or modifications of the contract between the Contractor and the Small Contractor subcontractor must also be submitted to CTDOT's Manager of Construction Operations with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached:

1. A statement explaining any method or arrangement for renting equipment. If rental is from a Contractor, a copy of Rental Agreement must be submitted.
  2. A statement addressing any special arrangements for manpower.
  3. A statement addressing who will purchase material.
- F. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising CTDOT, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.
- G. Material Suppliers or Manufacturers

If the Contractor elects to utilize a Small Contractor supplier or manufacturer to satisfy a portion or all of the specified dollar requirements, the Contractor must provide the Department with:

1. An executed Affidavit Small Contractor (Set-Aside) Connecticut Department of Transportation Affidavit Supplier or Manufacturer (sample attached), and
2. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

Brokers and packagers shall not be regarded as material Suppliers or manufacturer.

H. Non-Manufacturing or Non-Supplier Small Contractor Credit

Contractors may count towards its Small Contractor goals the following expenditures with Small Contractor firms that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, material or supplies necessary for the performance of the contract provided that the fee or commission is determined by the Department of Transportation to be reasonable and consistent with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined by the Department of Transportation to be reasonable and not excessive as compared with fees customarily allowed for similar services.

III. BROKERING

For the purpose of this Special Provision, a "Broker" is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a contract violation.

IV. PRE-AWARD WAIVERS:

If the Contractor's submission of the Small Contractor listing, as required by Section IIC indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the Contractor must submit a completed "Application for Waiver of Small Contractor Minority Business Enterprise Goals" to CTDOT's Manager of Contracts which must also contain the following documentation:

1. Information described in Section ID.
2. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the CTDOT's Manager of Contracts shall submit the documentation to the Director of the Office of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, she/he should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Director of Contract Compliance shall submit the written narrative to the Chairperson of



the DBE Screening Committee at least five (5) working days before the scheduled meeting. The Contractor shall be invited to attend the meeting and present his/her position. The DBE Screening Committee shall render a decision on the waiver request within five (5) working days after the meeting. The DBE Screening Committee's decision shall be final. Waiver applications are available from the CTDOT Manager of Contracts.

### Exhibit 1. Reserved Exhibit 2

Exhibit 2  
Rev 7/2015

#### CONNECTICUT DEPARTMENT OF TRANSPORTATION (CTDOT) PRE-AWARD SBE COMMITMENT APPROVAL REQUEST

TO BE SUBMITTED WITHIN THE TIME FRAME INDICATED IN THE BID DOCUMENTS

Only certified SBE firms will be approved. The SBE directory is available on the Department of Administrative Service's web site:

<http://www.birnet.ct.gov/SupplierDiversity/SDSearch.aspx>

|  |   |
|--|---|
| CDOT Project Number (s): _____<br>Town(s) of: _____<br>Submitted By: _____<br>Original Bid (\$): _____<br>Dollar amount subcontracted to this SBE firm (\$): _____ | SBE Subcontractor: _____ of _____<br>Address: _____ |
|--|---|

| Item Number & Description | Is This<br>item<br>Partial<br>Yes No  | Firm Type Code * | Units | Quantity<br>bid by the<br>Prime | Contract Unit<br>Price | Quantity<br>Subcontracted | Subcontract Unit<br>Price ** | Total Item price<br>subcontracted |
|---------------------------|---------------------------------------|------------------|-------|---------------------------------|------------------------|---------------------------|------------------------------|-----------------------------------|
|                           | N <input checked="" type="checkbox"/> |                  |       |                                 |                        |                           |                              | 0.00                              |
|                           | N <input checked="" type="checkbox"/> |                  |       |                                 |                        |                           |                              | 0.00                              |
|                           | N <input checked="" type="checkbox"/> |                  |       |                                 |                        |                           |                              | 0.00                              |
|                           | N <input checked="" type="checkbox"/> |                  |       |                                 |                        |                           |                              | 0.00                              |
|                           | N <input checked="" type="checkbox"/> |                  |       |                                 |                        |                           |                              | 0.00                              |
|                           | N <input checked="" type="checkbox"/> |                  |       |                                 |                        |                           |                              | 0.00                              |
|                           | N <input checked="" type="checkbox"/> |                  |       |                                 |                        |                           |                              | 0.00                              |

If any of the items above are checked **Yes** as to **Partial**, please provided or use an attachment to offer an explanation of the work involved. Also please identify who is responsible for the remainder of the partial items.

\* Firm Type Code: S (subcontractor), M (manufacturer), P (supplier), T (trucking), V (services)

\*\* In instances where the Prime is paying the Subcontractor a higher unit price than the bid, by submitting this form the Prime agrees to the higher subcontracted price without qadditional costs to the Department.

|                                      |      |                                   |      |
|--------------------------------------|------|-----------------------------------|------|
|                                      |      |                                   |      |
| Signature of Prime Contractor, Title | Date | Signature of Subcontractor, Title | Date |

After this submittal is approved by the Department, any proposed changes to it must be submitted to the Department for approval.

### Exhibit 3

**Sample of Past Construction Experience**

**Only include the work within the last 5 years that are relevant to the work performed on this project**

CTDOT Project Number: \_\_\_\_\_

SBE Firm: \_\_\_\_\_

| Project Description and Location | Your Contract Value | The Name of the Owner or the Prime Contractor on the Project/Contact Name and Phone Number | Actual or Estimated Completion Date | Overview of items Performed |
|----------------------------------|---------------------|--|-------------------------------------|-----------------------------|
|                                  |                     |  |                                     |                             |

**Schedule F**  
**Small Business Participation Pilot Program (“SBPPP”) Special Provision**  
Rev. 2023

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. “ConnDOT” means the Connecticut Department of Transportation.

B. “DOT” means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration (“FHWA”), the Federal Transit Administration (“FTA”), and the Federal Aviation Administration (“FAA”).

C. “Broker” means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. “Contract,” “Agreement” or “Subcontract” means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. “Contractor,” means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. “Disadvantaged Business Enterprise” (“DBE”) means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. “DOT-assisted Contract” means any Contract between the recipient (the Municipality) and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. “Good Faith Efforts” means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation (“CFR”) Part 26 – “Guidance Concerning Good Faith Efforts,” a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. “Small Business Concern” means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration (“SBA”) regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. “Small Business Participation Pilot Program” (“SBPPP”) means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. “Socially and Economically Disadvantaged Individuals” means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - i. “Black Americans,” which includes persons having origins in any of the black racial groups of Africa;
  - ii. “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - iii. “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - iv. “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - v. “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - vi. Women;
  - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

## II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor’s activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor’s SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this Special Provision, the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria;

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut

Department of Administrative Services;

3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.
3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.
4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.
5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

J. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The Prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to

provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter and to date.

J. Each contract that the Municipality signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

#### IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A "regular dealer" is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, ConnDOT or Contractor.

#### V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.

## VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

## VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the



- result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
  8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
  9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking SBPPP referrals and the result of each such call; and
  10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

**Schedule G**  
**On-the-Job Training Program Special Provision**  
Rev. 2023

This On-The-Job Training Program Special Provision is in implementation of Title 23 U.S.C., Section 140(a) as established by Section 22 of the Federal-Aid Highway Act of 1968.

As part of the contractor's equal employment opportunity affirmative action program, on-the-job training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing and retaining full journeypersons in the type of trade involved. The number of trainees or apprentices to be trained under this contract is determined by dividing the original quantity of hours assigned in the proposal form by 1,000 hours, or the number of hours required under a particular apprenticeship program schedule. In the event the contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this provision. The contractor shall also include the requirements of this Special Provision in each such subcontract.

The contractor shall submit for approval to the Connecticut Department of Transportation (ConnDOT), a training outline for each trainee or apprentice that will be trained on this project. The training outline shall include the trade, the training categories, the number of training hours that will be provided, and if there will be any off-site training. If the contractor is participating in a bona fide apprenticeship program approved by the Connecticut State Labor Department (CDOL) Apprentice Training Division, identification of such apprentice program shall also be submitted to ConnDOT.

No more than twenty percent (20%) of the trainees or apprentices proposed shall be in the laborer classification (applicable only when five (5) or more trainees or apprentices are required).

Training, upgrading and retaining minority group workers and women in the various construction trades is a primary objective of this Special Provision This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Accordingly, a contractor choosing to utilize a non-apprenticeship program shall make use of the supportive services consultant and/or make every effort to enroll minority and women trainees or apprentices by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof; prior to a determination as to whether the contractor is in compliance with this Special Provision.

No employee shall be employed as a trainee or apprentice in any classification in which he/she has successfully completed a training course leading to journeyperson status or in which he/she has been employed as a journeyperson. Trainees, or apprentices, may be employed and trained in the advancement of their training or apprenticeship program.

After award of the contract, and prior to the order to start date of the physical construction of the project, the contractor shall, in conjunction with the required schedule of progress or time chart, submit and obtain approval for, the number of trainees, or apprentices, for each classification selected, the

training outline for each classification and an explanation of the start time of each trainee as it relates to the schedule of progress or time chart.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by ConnDOT and the Federal Highway Administration (FHWA). ConnDOT and the FHWA shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee or apprentice for journeyman status in the classification concerned by the end of the training period. Furthermore, programs approved by the U.S. Department of Labor (USDOL) or CDOL, including apprenticeship programs, shall be considered acceptable under this Special Provision, except in those cases where the Secretary of Transportation, the Federal Highway Administrator, or ConnDOT, has determined that the program is not administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

The contractor shall furnish each trainee or apprentice with a copy of the program that will be followed in providing the training. The contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The contractor shall provide for the maintenance of records and furnish monthly and final reports documenting his performance under this Special Provision to the Engineer. The monthly updates and final report shall be made on forms provided by ConnDOT or by providing signed copies of the "Apprentice Handbook and Progress Record" provided by the Connecticut Department of Labor.

In the event that the contractor intends to transfer a trainee or apprentice to another ConnDOT, (FHWA funded) project, the contractor shall provide ConnDOT with a minimum of a 14-day advance notice.

Except as otherwise noted below, the contractor will be reimbursed at \$0.80 per hour of training given an employee in accordance with an approved training or apprenticeship program. As approved by ConnDOT, reimbursement will be made for training hours in excess of the number specified. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Payment for training is made upon completion of the training program on this contract and not on a monthly basis.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journeyman, is caused by the contractor. It is normally expected that a trainee or apprentice will remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not required that all trainees or apprentices be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities, under this Special Provision, if he has provided acceptable training for the number of hours specified.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by CDOL in connection with the existing program shall apply to all trainees or apprentices being trained for

the same classification who are covered by this Special Provision.

The number of hours shown on the proposal form for Item #2999998A On-The-Job Training Program is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original quantity will be used to determine the amount bid for the contract.

| <u>Pay Item</u>             | <u>Pay Unit</u> |
|-----------------------------|-----------------|
| On-The-Job Training Program | Hour            |

**Schedule H**

DOT Policy Statement No. E.X.O-33 (June 25, 2015) follows on next page

INTEROFFICE COMMUNICATION

JAN 28/2014  
*printing*

TO: See Distrition below

FROM: Gary W. Belina

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Agreement With: Ledyard Town of

Agreement No. : 7.17-03(13)

Project No. or  
Identifier:

Federal Number:

CORE Contract ID: 14DOT0128AA

cc: Hugh Hayward  
Robert W. Harrison  
Gary W. Belina  
District ( 2 )

JAN 30 2014

**MASTER MUNICIPAL AGREEMENT  
FOR CONSTRUCTION PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the TOWN OF Ledyard, 741 Colonel Ledyard Highway, Ledyard, CT 06339 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

**Article 1. Definitions.** For the purposes of this Master Agreement, the following definitions apply:

1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 "Administer," "Administering" or "Administration" of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative duties related to and required for the completion of the Construction Project.

## Master Municipal Agreement for Construction Projects

1.3 "Authorization to Award Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.4 "Authorization to Proceed Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its obligations for the Construction Project under the PAL.

1.5 "Authorized Department of Transportation (DOT) Representative" means the individual, duly authorized by a written delegation of the Commissioner of the DOT pursuant to Section 13b-17(a) of the Connecticut General Statutes, to sign PALs.

1.6 "Consulting Engineer" means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.7 "Contingencies" means a percentage of funding set aside in the PAL for work that cannot specifically be described, or the extent of which cannot be detailed, in the original scope at bid time, but may later be required, at the DOT's determination, for the Construction Project. Among other purposes, this percentage of the Funding is used to account for the costs that may result from the difference in the estimated quantities provided at bid time versus the actual quantities used during the performance of the Construction Project.

1.8 "Construction Project" means the construction phase activities undertaken by the Municipality, and either Administered by the Municipality or by the DOT on the Municipality's behalf, to construct improvements on a locally-maintained roadway or structure, to perform transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, based upon a design completed during a design phase of a Municipal Project (defined in section 1.22), and in accordance with the PAL and this Master Agreement.

1.9 "Contract Items" means the products, services, or both set forth in the bid and necessary for the completion of the Construction Project. Contract Items may include, but are not limited to, earth excavation, rock excavation, hot mix asphalt, structural steel, trench excavation, turf establishment, Class A concrete, traffic person services, mobilization, and clearing and grubbing within the Construction Project limits.

1.10 "Demand Deposit" means an amount of money due to the DOT from the Municipality.

1.11 "Depreciation Reserve Credit" means the credit for the used life of the replaced utility facility when a new facility is installed.

1.12 "Design Services During Construction" means design services required during the construction phase, with the DOT's prior approval, which may include, but are not limited to, construction engineering services, consultation in the field, advice, visits to the work site, review and



## Master Municipal Agreement for Construction Projects

approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT's prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).

1.13 "Designated Official" means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.

1.14 "Disadvantage Business Enterprise (DBE)" has the meaning defined in Schedule E.

1.15 "DOT-provided Services" means the work that the DOT is responsible to perform for the Construction Project, as specifically set forth in the PAL and may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements.

1.16 "Effective Date" means the date which the Master Agreement is executed by the DOT.

1.17 "Extra Work" means potential additional work that is beyond the original scope or limits of work of the Construction Project specifically for which funds are set-aside as a line item category in the PAL.

1.18 "Funding" means funds from the state government, the federal government, the Municipality, or a combination of any of the foregoing, designated for a particular Construction Project, which the DOT provides to the Municipality on a reimbursement basis.

1.19 "Incidentals to Construction" means items that were not included in the listing of Contract Items but that are necessary for the completion of the Construction Project, as determined by the DOT in its sole discretion. Advertising of a request for bids, inspection, construction and engineering services, field quality assurance testing, and material testing are examples of, but are not limited to, items that may be determined to be Incidentals to Construction for a particular Construction Project.

1.20 "Inspection Activities" means continuous inspection of the work on the Construction Project and associated administrative duties, including, but not limited to, inspection of grading, drainage, structure, pavement, facilities construction, and rail work; the required administrative functions associated with the Construction Project including, but not limited to, preparation of correspondence, construction orders, periodic payment estimates, quantity computations, material sampling and testing, Equal Employment Opportunity and DBE monitoring, final documentation, DOT and Federal reporting, construction surveys, reviews and recommendations of all construction issues, and claims analysis support; and other Construction Project-related functions deemed necessary by the DOT.

## Master Municipal Agreement for Construction Projects

1.21 "Inspection Consultant" means the person or entity engaged by the DOT or the Municipality, as applicable to the particular Construction Project, to perform the Inspection Activities.

1.22 "Municipal Project" means a project undertaken by the Municipality for improvements on locally-maintained roadways, structures, transportation enhancement facilities (as defined by 23 U.S.C. § 101(a)(35), as revised), or any combination of the foregoing, which generally includes three phases of activities: the design phase, rights-of-way phase, and construction phase.

1.23 "Nonparticipating Items" means those items or portions of the Construction Project work determined upfront during the Municipal Project design phase by the Federal Highway Administration ("FHWA"), the DOT, or both to not be eligible for reimbursement with the Funding.

1.24 "Official Notice" means notice given from one Party to the other in accordance with Article 14.

1.25 "Plans, Specifications, and Estimates (PS&E)" means the final engineering documents produced during the design phase of the Municipal Project that contain all of the construction details and are made part of the bid documents.

1.26 "Prime Contractor" means the person or entity engaged by the Municipality or the DOT, as applicable to the particular Construction Project, to perform construction work on the Construction Project.

1.27 "Project Amount" means the total estimated cost for all work for the Construction Project, as estimated at the time of the DOT's issuance of the PAL.

1.28 "Project Authorization Letter (PAL)" means the written document that authorizes the distribution of Funding to the Municipality for the specific Construction Project during a specified period of time.

1.29 "Small Business Enterprise (SBE)" has the meaning defined in Schedule F.

1.30 "Small Business Participation Pilot Program (SBPPP)" has the meaning defined in Schedule G.

1.31 "Special Provisions" means specifications applicable to the particular Construction Project that are required by the DOT and made part of the bid documents and the contract with the Prime Contractor.

1.32 "Standard Specifications" means, collectively, the publications entitled "Standard Specifications for Roads, Bridges, and Incidental Construction (Form 816)" Connecticut Department of Transportation (2004) and its supplemental specifications issued from time to time by the DOT, entitled the "Supplemental Specifications to the Standard Specification for Roads, Bridges, and

## **Master Municipal Agreement for Construction Projects**

Incidental Construction (Form 816)," Connecticut Department of Transportation (July 2010), as may be revised.

1.33 "Term" means the duration of the Master Agreement.

1.34 "Transportation Enhancement Facilities" means the facilities provided as a result of transportation enhancement activities (as defined by 23 U.S.C. § 101(a)(35), as revised).

1.35 "Transportation Facilities" means any roadway, structure, building or other associated facilities, including, but not limited to, traffic control signals and roadway illumination, Transportation Enhancement Facilities, including, but not limited to, pedestrian or bike trails, or any combination of the foregoing.

### **Article 2. Issuance and Acknowledgment of PALs for Construction Projects.**

2.1 **Issuance of PAL.** The DOT shall issue to the Municipality a PAL for the applicable Construction Project, in the form substantially similar to Schedule A, which will be addressed to the Designated Official and signed by the Authorized DOT Representative. PALs issued under this Agreement will address Construction Projects and will not address design phase or right-of-way acquisition phase activities of Municipal Projects. The issuance of the PAL itself is not final authorization for the Municipality to begin performing work or awarding a contract with respect to the Construction Project. Additional required steps and approvals are set forth in this Agreement.

2.2 **Written Acknowledgement of the PAL.** In order for the PAL to become effective and binding on both parties, the Municipality must return to the DOT a copy of the PAL signed by the Designated Official, hereinafter referred to as the "Written Acknowledgement of the PAL," which serves to acknowledge the Municipality's receipt of the PAL and confirm that the Municipality will undertake the particular Construction Project in accordance with the PAL and this Master Agreement). The Municipality shall submit the Written Acknowledgement of the PAL to the Authorized DOT Representative by the deadline set forth in the PAL. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Written Acknowledgement of the PAL shall be deemed delivered on the date of receipt by the DOT if on a business day (or on the next business day after delivery if delivery occurs after business hours or if delivery does not occur on a business day). The PAL becomes effective on the date that the Written Acknowledgement of the PAL is delivered to the DOT.

2.3 **Designated Official.** The Municipality herein represents that the Mayor of the Town of Ledyard is the Designated Official to whom the Municipality has granted the authority, throughout the Term of this Master Agreement, to sign and submit on its behalf the Written Acknowledgement of the PAL(s) to the DOT. The Municipality agrees that the signature of the Designated Official shall bind the Municipality with respect to the PAL. Signature by the individual as the Designated Official upon any Written Acknowledgement of a PAL is a representation by such individual that he/she holds the title of the Designated Official as of the date of his/her signature. If at any time during the Term the Municipality seeks to modify which municipal official or representative by title is the authorized Designated Official, the parties must amend this section by mutual written

## Master Municipal Agreement for Construction Projects

agreement identifying by title the new Designated Official and signed by the authorized representatives of each party.

**2.4 Obligations of Municipality.** Upon submission of the Written Acknowledgement of the PAL to the DOT, the Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project. By submitting the Written Acknowledgement of the PAL, the Municipality acknowledges that it understands the obligations to which it is committing itself with respect to the Construction Project. Further, the Municipality agrees to proceed with diligence to perform its obligations to accomplish the Construction Project and agrees to use the Funding to complete the same.

**2.5 Revisions to the PAL.** Any modification to the scope, the allowed Funding amount, or cost breakdown related to the Construction Project must be approved by the DOT, at its sole discretion, and set forth in a subsequent PAL newly-issued by the Authorized DOT Representative, hereinafter referred to as the "Supplemental PAL.". The Supplemental PAL shall be acknowledged by the Municipality in accordance with the procedure set forth in section 2.2, and the Supplemental PAL will supersede the previously-issued PAL for the Construction Project and will control.

**Article 3. Municipality-Administered Construction Projects.** When the Municipality is responsible for Administering the Construction Project, the sections of this Article 3 apply.

**3.1 Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum:

(a) the Funding source(s), the related government Funding authorization or program information, and the associated Funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;

(b) the maximum reimbursement to the Municipality under the PAL;

(c) an estimated cost break-down for all work under the Construction Project;

(d) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project, as determined by the Funding ratio;

(e) the Project Amount; and

(f) any applicable affirmative action goal(s) assigned with respect to work on the Construction Project, as follows:

(1) if the Construction Project receives federal participation in Funding, the DBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant to perform the Inspection Activities,

## **Master Municipal Agreement for Construction Projects**

the DBE goal assigned by the DOT to the Inspection Consultant. If federal funds are not used to fund the Inspection Activities on the Construction Project, then no DBE goal will be assigned for the Inspection Activities;

- (2) if the Construction Project receives DOT Funding, and no federal participation in Funding, the SBE goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBE goal assigned to the Inspection Consultant; or
- (3) regardless of the Funding source(s), the SBPPP goal assigned by the DOT applicable to the Prime Contractor, and additionally, where the Municipality retains an Inspection Consultant, the SBPPP goal assigned to the Inspection Consultant.

### **3.2 Authorization to Award and Authorization to Proceed.**

(a) The Municipality shall not commence to Administer the Construction Project until it has received from the DOT an Authorization to Award Notice or an Authorization to Proceed Notice when the Municipality is, respectively, hiring a Prime Contractor or electing to perform work with its own staff. The DOT will issue an Authorization to Award Notice or Authorization to Proceed Notice, as applicable, directly to the Municipality, addressed to the Designated Official.

(b) The Municipality shall not have the Prime Contractor or the Municipality's staff commence construction work on the Construction Project until the Municipality has received from the DOT an Authorization to Award Notice or Authorization to Proceed Notice. The DOT has no responsibility and incurs no liability for payments to the Municipality for Administration of the Construction Project or for any construction work performed by the Prime Contractor or the Municipality's staff on the Construction Project prior to the DOT's issuance of the Authorization to Award Notice or Authorization to Proceed Notice.

### **3.3 Municipality to Perform and Complete the Construction Project.**

(a) Upon issuance of a PAL by the DOT, submission of the Written Acknowledgment of the PAL by the Municipality, and receipt of an Authorization to Award or Authorization to Proceed Notice, as applicable, from the DOT, the Municipality shall Administer all activities associated with the Construction Project in accordance with the PAL and this Master Agreement.

(b) The Municipality, with prior written approval of the DOT, may elect to perform all or any part of the Construction Project work with its own staff. In requesting approval from the DOT, the Municipality must demonstrate, to the DOT's satisfaction, that there is sufficient manpower, equipment, and resources available to the Municipality and that it will be cost effective for the Municipality's staff to perform the work in accordance with the plans and specifications.

(c) For work that the Municipality does not elect to perform with its own staff, the Municipality shall retain, using a competitive bidding process, a Prime Contractor to undertake the work under the Construction Project.

## Master Municipal Agreement for Construction Projects

(d) With respect to any Construction Project that receives federal participation in Funding, the Municipality acknowledges that any costs it incurs prior to the receipt of federal authorization for the Construction Project are entirely ineligible for reimbursement with federal funds.

(e) The Municipality agrees that it shall use the Funding for reimbursement of the Municipality's approved expenses incurred in the fulfillment of the Construction Project as specified in the PAL and this Master Agreement and for no other purpose.

### 3.4 Engaging a Prime Contractor.

(a) Where the Municipality retains a Prime Contractor to perform the work on the Construction Project, the Municipality shall advertise the Construction Project to engage the Prime Contractor utilizing an advertising and bidding procedure acceptable to the DOT and, if applicable, the federal government. The Municipality shall analyze all bids, submit a bid summary to the DOT, and request the DOT's approval to award a contract for the Construction Project. The Municipality shall perform all of the foregoing in accordance with the following publications:

- (1) Advertising Procedures for Construction Contracts Administered by Municipalities, Connecticut Department of Transportation (January 2010), as may be revised ("Advertising Procedures for Construction Contracts Administered by Municipalities");
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project; and
- (3) The Municipality Manual, Version 1, Connecticut Department of Transportation (2008), as may be revised ("Municipality Manual").

(b) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the DOT and, if applicable, FHWA (or other federal authority). If the Municipality imposes any local rules, policies, terms, conditions, or requirements, without all required prior written approvals, the DOT may in its sole discretion deem such imposition to be a breach of this Master Agreement and the respective PAL and may result in the Municipality losing Funding for the Construction Project.

3.5 **Pre-Award Requirements and Documentation.** The Municipality shall require the low bidder to meet all applicable pre-award requirements and submit any required documentation to the Municipality, which the Municipality, in turn, shall submit to the DOT for review and approval, all in accordance with the Advertising Procedures for Construction Contracts Administered by Municipalities. The pre-award requirements include, but are not limited to:

## Master Municipal Agreement for Construction Projects

- (a) Required documentation applicable to any assigned affirmative action goal, e.g., DBE, SBE, or SBPPP goal, including, but not limited to, the Affirmative Action program certification;
- (b) A schedule of progress or time chart for the Construction Project developed by the Prime Contractor;
- (c) A complete statement of the origin and manufacturer of any manufactured materials to be used in the Construction Project provided on the DOT form "Anticipated Source of Materials (CON-83)," as revised;
- (d) A completed "State of Connecticut Certificate of Compliance with Connecticut General Statutes § 31-57b" form ("OSHA Compliance Form RFP-12 New 6/98"), as revised;
- (e) A completed Certificate of Insurance on the form(s) acceptable to the DOT; and
- (f) Any other documentation requested by the DOT or federal government as pre-award requirements.

### 3.6 Approval to Award Contract(s).

(a) The Municipality must receive the DOT's prior written approval in order to award its contracts, enter into modifications or supplements to the contracts, or issue any construction orders under its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, prior to incurring reimbursable costs in conjunction with the PAL. Without such written approval, costs incurred by the Municipality are ineligible for reimbursement under the PAL. DOT retains the authority, at its sole discretion, to review for compliance with applicable DOT and federal requirements the Municipality's proposed contracts prior to the DOT issuing any written approval.

(b) Upon receipt of the Authorization to Award Notice from the DOT, the Municipality shall comply with the Advertising Procedures for Construction Contracts Administered by Municipalities and in accordance therewith, award the contract to the bidder specified in the Authorization to Award Notice. The Municipality shall submit to the DOT copies of the award letter, the contract executed with the Prime Contractor, and all other documents required by the Advertising Procedures for Construction Contracts Administered by Municipalities and otherwise requested by the DOT.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required, at the direction of the DOT or the federal government, to obtain certain assurances from and include certain contract provisions in its contracts with the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant. Without limiting the foregoing, this Article 3 sets forth certain of these requirements. Additional requirements may be set forth in the PAL. The Municipality's failure to include the requirements in the contract with, and to ensure

## Master Municipal Agreement for Construction Projects

compliance by, the Prime Contractor and, where applicable, the Consulting Engineer and the Inspection Consultant, may amount to a breach of this Master Agreement and the respective PAL, as determined by the DOT in its sole discretion, and may result in the Municipality's loss of Funding for the Construction Project.

**3.7 Changes in Scope. Extensions of Time.** The Municipality may not make changes to the Construction Project that will increase the cost or alter the termini, character or scope of the construction work without prior written approval from the Authorized DOT Representative. In addition, the Municipality shall not grant any contract time extensions to its contractor(s) or consultant(s) without prior written approval from the Authorized DOT Representative. Such written approval may take the form of a Supplemental PAL issued by the DOT with respect to the Construction Project. The Supplemental PAL, once acknowledged in writing by the Municipality in accordance with the procedure set forth in section 2.2, will supersede the previously-issued PAL for the Construction Project and will control.

**3.8 Design Services During Construction.** The Municipality shall itself provide or retain a Consulting Engineer to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT. If, in order to complete the approved Design Services During Construction, the Municipality must replace the Consulting Engineer that it previously hired during the design phase of the Municipal Project and engage a new Consulting Engineer during the construction phase, then the Municipality agrees to comply with any selection and contracting requirements imposed by the DOT in its sole discretion during the construction phase of the Municipal Project.

**3.9 Inspection Activities.** The Municipality shall itself provide a qualified staff person, or retain a qualified person or entity, to serve as the Inspection Consultant to perform full-time Inspection Activities. The Municipality shall submit written documentation to the DOT indicating the criteria it used in assigning existing municipal staff, hiring new municipal staff, retaining an Inspection Consultant, or any combination of the foregoing to perform Inspection Activities for the Construction Project.

(a) If the Municipality elects to retain an Inspection Consultant, in order to be eligible for reimbursement for the associated costs, the Municipality must use a Qualifications Based Selection process as described in and in accordance with the "Consultant Selection, Negotiation and Contract Monitoring Procedures for Municipally Administered Projects," Connecticut Department of Transportation (2011), as may be revised.

- (1) When designating an Inspection Consultant, the Municipality shall submit to the DOT for review and approval, the name(s) and qualifications of the proposed Inspection Consultant prior to advertising the Construction Project. The Municipality shall comply with the "Construction Engineering and Inspection Information Pamphlet for Consulting Engineers," Connecticut Department of Transportation (2008) as may be revised, when determining the required qualifications of the Inspection Consultant.



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- (2) If the Construction Project receives federal participation in Funding, when the Municipality retains an Inspection Consultant, it must designate a full time employee of the Municipality to be in responsible charge of the Construction Project in accordance with 23 CFR § 635.105(c)(4), as may be revised.

(b) If the Municipality elects to provide full-time Inspection Activities for the Construction Project with its own staff, upon request, the Municipality shall provide to the DOT written documentation of the qualifications of the municipal staff performing the Inspection Activities, for review by the DOT. When municipal staff is performing the Inspection Activities for the Construction Project, any required field quality assurance testing may be provided by the DOT, upon written request, and the DOT expenses associated with the field quality assurance testing will be funded in accordance with the PAL.

**3.10 Additional Administration Responsibilities.** The Municipality shall perform all other work which becomes necessary to properly Administer the Construction Project and inspect the work of the Prime Contractor in order to ensure compliance with the Standard Specifications, the bid package documents, and the Municipality's contract with the Prime Contractor, including, but not limited to, the Special Provisions for the particular Construction Project. Any work performed by the DOT in order to assist with the Municipality's Administration responsibilities for the Construction Project and any associated expenses will be funded in accordance with the PAL.

**3.11 Inadequate Administration.** If, at any time during the Construction Project, the DOT determines that the Administration by the Municipality is not adequate, it may be deemed a breach by the Municipality, as determined by the DOT in its sole discretion, and the DOT may assume responsibility for or supplement the Administration of the Construction Project, at its sole discretion. The additional costs associated with the DOT's Administration of the Construction Project will be considered part of the Construction Project costs for DOT-provided Services and will be funded in accordance with the proportionate cost sharing set forth in the PAL. Furthermore, the DOT's assumption or supplementing of the Administration of a Construction Project does not waive any of the DOT's remedies under this Agreement, nor relieve the Municipality from any liability related to its breach.

### **3.12 Federal and State Required Contract Provisions.**

(a) The Municipality shall include in the contracts with the Prime Contractor and, where applicable, the Inspection Consultant, the following attachments, each as may be revised:

- (1) "State and Federal Workforce Utilization Goals," attached at Schedule B, including Appendix A which is applicable to Construction Projects that are funded by the state government (with no federal participation in Funding), and Appendix B which is applicable to Construction Projects that receive federal participation in Funding;
- (2) "Connecticut Required Specific Equal Employment Opportunity Responsibilities," (2012), attached at Schedule C; and

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- (3) FHWA-1273, "Required Contract Provisions, Federal-aid Construction Contracts," (2012), attached at Schedule D, which is applicable to Construction Projects that receive federal participation in Funding.

(b) The Municipality's failure to comply with any requirement within this section 3.12 may be deemed by the DOT, in its sole discretion, a breach of this Master Agreement and the respective PAL and, as a result, the DOT may seek any of its remedies under this Master Agreement.

### **3.13 Affirmative Action (AA) Goals & On-the-Job Training Requirement.**

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the "Special Provision, Disadvantaged Business Enterprises" (2012), as may be revised, the "Special Provision, Small Contractor and Small Contractor Minority Business Enterprise (Set Aside)" (2012), as may be revised, or the "Special Provisions, Small Business Participation Pilot Program" (2012), as may be revised, which are attached at Schedules E, F & G, respectively (the "Affirmative Action (AA) Requirements"). The Municipality shall include a provision within such contract(s) requiring compliance with the AA Requirements and attach a copy of the applicable AA Requirements provided at Schedule E, F or G to such contract(s).

(b) The Municipality acknowledges that with respect to any Construction Project that receives federal participation in Funding, the Construction Project may be subject to an On the Job Training (OJT) requirement and the "On-the-Job Training Program Special Provision" (2012) as may be revised, attached at Schedule H. The Municipality agrees that upon receiving notice from the DOT of the OJT requirement, the Municipality will include the OJT requirement in its contract with the Prime Contractor and attach a copy of Schedule H to the contract.

(c) As a condition of receiving Funding under the PAL, the Municipality may be required at the discretion of the DOT or other applicable state or federal authorized agencies, to impose additional AA requirements upon and obtain certain assurances from the Prime Contractor, and, where applicable, the Inspection Consultant. The Municipality agrees to include any other AA Requirements in its contracts with the Prime Contractor, and, where applicable, the Inspection Consultant, at the direction of the DOT.

(d) The DOT, in its sole discretion, may determine whether the Municipality failed to comply with any requirement within this section 3.13 and may deem such failure a breach of this Master Agreement and the respective PAL. As a result of any such breach, the DOT, at its sole discretion, may withhold reimbursement to the Municipality for the Construction Project in an amount up to or equaling the goal shortfall, in addition to any other remedies the DOT may have under this Master Agreement or provided by law.

### **3.14 Inspection Consultant Fees and Auditing Requirements.**

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(a) With respect to any contract with an Inspection Consultant, the Municipality shall comply with Policy No. F&A-30, dated April 12, 2006 ("Maximum Fees for Architects, Engineers and Consultants"), attached at Schedule I. The Municipality shall utilize the guidelines stipulated in Office of Policy and Management's General Letter No. 97-1, dated November 21, 1996, attached at Schedule J, when applicable, in accordance with Policy No. F&A-30.

(b) With respect to Construction Projects that receive federal Funding, the Municipality shall comply with, and require the Inspection Consultant and, if applicable, the Consulting Engineer, to comply with, the audit requirements set forth in 48 CFR Part 31 and 23 CFR Part 172, as may be revised.

### 3.15 Construction Project Standards and Manuals.

(a) The Municipality shall comply with, and require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with all applicable DOT and federal laws and regulations and the current version of the following publications (except as otherwise noted), each as may be revised:

- (1) Construction Manual, Department of Transportation Office of Construction, Version 2.2, Connecticut Department of Transportation (2011);
- (2) The Standard Specifications. The version of the Standard Specifications in effect at the date of completion of the PS&E for the particular Construction Project is the version that must be followed and complied with for the particular Construction Project;
- (3) The Municipality Manual;
- (4) Pamphlet for Monitoring Performance and Payment Requests for Consultants, State of Connecticut Department of Transportation (1994);
- (5) QA Program for Materials Acceptance and Assurance Testing Policies and Procedures, at Chapter 8, entitled "Minimum Schedule for Acceptance Testing," Connecticut Department of Transportation (2009);
- (6) Public Service Facility Policy and Procedures for Highways in Connecticut, Connecticut Department of Transportation (2008); and
- (7) Utility Accommodation Manual, Connecticut Department of Transportation (2009).

(b) The above-referenced publications are incorporated and made a part of this Agreement by reference and, in all applicable respects, shall govern the conduct and describe the respective obligations of the DOT and the Municipality and any parties engaged by the Municipality to perform work on the Construction Project set forth in a PAL issued under this Master Agreement. The Municipality shall incorporate by reference these publications and all provisions contained

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therein into its contract(s) with the Prime Contractor and, if applicable, the Inspection Consultant, for any Construction Project undertaken pursuant to a PAL issued under this Master Agreement.

**3.16 Maintenance of Records On-Site.** The Municipality shall maintain and secure at all times all construction records for the Construction Project at a single location for the DOT's review, use and approval.

**3.17 DOT-provided Services.** If the Construction Project requires DOT-provided Services, they will be set forth in the PAL and funded in accordance with the proportionate cost sharing for work on the Construction Project as set forth in the PAL. DOT-provided Services may include, but are not necessarily limited to, material testing, periodic construction inspection, administrative oversight, and liaison activities with other governmental agencies to ensure satisfactory adherence to DOT and federal requirements. The DOT reserves the right at all times to inspect all aspects of the work related to the Construction Project, and such inspections shall be deemed DOT-provided Services.

### **3.18 Demand Deposit Requirement; Depreciation Reserve Credit.**

(a) Where a PAL requires DOT-provided Services, the PAL will specify Municipality's proportionate share of the cost of the DOT-provided Services. The DOT will bill the Municipality the amount of the Municipality's proportionate share of such costs in a Demand Deposit, and the Municipality shall forward to the DOT that amount in accordance with the PAL. The DOT is not required to perform the DOT-provided Services until the Municipality pays the Demand Deposit in full.

(b) Where the Construction Project requires replacement of a Municipality-owned utility facility, the Municipality shall deposit with the DOT, upon demand, the sum set forth in the PAL for the Depreciation Reserve Credit of the municipally-owned utility facility being replaced and the value of any materials salvaged from the existing facility. The Depreciation Reserve Credit will be calculated in accordance with the Public Service Facility Policy and Procedures for Highways in Connecticut (2008), as may be revised.

### **3.19 Costs and Reimbursement.**

(a) The Municipality shall expend its own funds to pay for costs related to Administering the Construction Project and then shall seek from the DOT reimbursement for approved costs.

(b) The Municipality shall document all expenses it incurs and maintain all records related to the Construction Project costs, including, but not limited to its payments to the Prime Contractor and, if applicable, the Inspection Consultant and the Consulting Engineer, its payroll hours on time sheets for municipal staff working directly on the Construction Project, material purchases made by the Municipality, and reimbursement due to the Municipality for use of Municipality-owned or rented equipment. Rates of reimbursement for use of Municipality-owned or rented equipment will be based on an existing municipal audit, if available, completed no more than three (3) years before acknowledgment of the PAL, and provided the rates are acceptable to the

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DOT. In the absence of acceptable rates, or if there is no current municipal audit, the equipment rental rate will be established in accordance with Section 1.09.04(d) of the Standard Specifications, as may be revised. Reimbursable municipal payroll costs are limited to the actual municipal payroll for work on the Construction Project and fringe benefits associated with payroll.

(c) If the Municipality fails to adequately record expenses and maintain all related records for any Construction Project or promptly submit any records to the DOT, such failure to do so may be deemed a breach by the Municipality, at the DOT's sole discretion, and the DOT may deem certain expenses to be non-eligible costs of the respective Construction Project for which the Municipality will not be eligible for reimbursement pursuant to the proportional cost sharing established by the PAL. Furthermore, the DOT's determination of certain costs to be non-eligible costs of the Construction Project does not waive any of the DOT's remedies for the breach by the Municipality of its obligations under this Master Agreement with respect to the respective Construction Project, nor relieve the Municipality from any liability related to its breach.

(d) The Municipality shall seek from the DOT reimbursement for the Municipality's expenditures, which have been approved by the DOT for eligible Construction Project costs. Reimbursement of DOT approved expenditures will be made in the following manner:

- (1) On a monthly basis, the Municipality shall submit to the DOT using the DOT-required voucher form entitled "Invoice Summary and Processing (ISP) Form" ("Voucher") as may be revised, with supporting data, the cost of services rendered and expenses incurred for the prior month. With respect to any work that is performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportional cost sharing established by the PAL.

3.21 **As-built Plans.** Upon completion of the Construction Project, the Municipality shall notify the DOT, in writing, of the completion and, upon request by the DOT, shall provide the DOT copies of the as-built plans for the Construction Project, in the format requested by the DOT.

### 3.22 Extra Work.

(a) The PAL will provide a line item category for Extra Work to set-aside funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT's sole discretion and with the DOT's written approval, to be necessary for completion of the Construction Project.

(b) If the Municipality wishes to pursue any Extra Work, it must request approval in writing from the DOT of the type and scope of the Extra Work and the associated costs prior to the

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Municipality authorizing performance of the Extra Work by the Prime Contractor, the Consulting Engineer, the Inspection Consultant, or municipal staff, as applicable.

- (c) Once approved in writing by the DOT, the Extra Work will be funded as follows:
- (1) If the Extra Work results in an Accumulative Cost less than or equal to the Project Amount specified in the PAL, it will be funded according to the proportional cost sharing set forth in the PAL.
  - (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, the DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. If federal or state government funding is not available, the Municipality will be responsible for 100% of the additional cost.

### 3.23 Funding of Additional DOT-Approved Costs upon Final Audit.

(a) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost less than the original Project Amount identified in the PAL, the additional costs, if approved by the DOT, shall be funded in accordance with the PAL.

(b) If, upon final audit, additional costs, including, but not limited to, those resulting from, Extra Work, delays, or other cost over-runs, result in an Accumulative Cost greater than the original Project Amount identified in the PAL, the DOT, at its discretion, may issue a Supplemental PAL in order to fund these additional costs, provided that additional Funding is available.

(c) If, pursuant to subsection (a), the additional costs are not approved by the DOT or if, pursuant to subsection (b), a Supplemental PAL is not issued, then the Municipality will be responsible for 100% of the additional cost.

(d) If during the course of the final audit the Municipality or DOT discovers that the Municipality had been reimbursed for improper or unauthorized costs or expenses, then the Municipality shall return the amount of such improper or unauthorized costs or expenses to the DOT.

### 3.24 Semi-Final and Final Inspections.

(a) Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the Construction Project. The Municipality shall notify the DOT in writing that the work is complete and ready for inspection by the DOT.

(b) Within one hundred twenty (120) calendar days of the final acceptance of the physical work by the Municipality and the DOT, the Municipality shall submit to the DOT the required documents as set forth in the Municipality Manual. The Municipality shall be available, and if

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applicable shall require its Inspection Consultant to be available, to assist the DOT with the review and acceptance of the documents required by the Municipality Manual. Upon the DOT's approval of the submitted documents, the DOT will reimburse the Municipality for the approved expenses on any outstanding Vouchers submitted by the Municipality. If the Municipality fails to submit the documents required by the Municipality Manual for the DOT's review and approval, the DOT, at its sole discretion, may assume responsibility for or supplement the Administration of the Construction Project, as described in section 3.11.

### 3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project.

- (a) Suspension, Postponement, or Termination by the DOT.
  - (1) For Convenience. The DOT, at its sole discretion, may suspend, postpone, or terminate a particular Construction Project and its respective PAL for convenience by giving the Municipality thirty (30) days Official Notice, and such action shall in no event be deemed a breach of the Master Agreement by the DOT.
  - (2) For Cause. As a result of the Municipality's breach of the PAL or failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may suspend, postpone or terminate the particular Construction Project and its respective PAL for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failure, to the satisfaction of the DOT in its sole discretion, within the cure period that the DOT may, in its sole discretion, set forth in such Official Notice. Such Official Notice shall specify the extent to which performance of work under the PAL is being suspended, postponed or terminated and the date upon which such action shall be effective.
- (b) Termination by the Municipality, with prior DOT approval.
  - (1) The Municipality may request termination of the Construction Project, and if determined by the DOT in its sole discretion to be in the best interests of the Parties, the DOT may agree to the request. Additionally, with respect to Construction Projects receiving federal participation in Funding, receipt of written concurrence from FHWA (or other applicable federal authority) may be required prior to the DOT's approval of the request.
  - (2) Once any required federal concurrence is received, the DOT will send approval of termination by giving Official Notice to the Municipality specifying the extent to which performance of work under the PAL is terminated and the date upon which termination is effective.

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(c) **Funding of Acceptable Work.** Upon suspension, postponement, or termination in accordance with subsection (a) or termination in accordance with subsection (b), the DOT may provide the Municipality with Funding in part for its expenditures, if any, up to the percentage of acceptable work completed as of the approved date of termination, in accordance with the following:

- (1) The DOT, may at its sole discretion, reimburse the Municipality at the contract unit prices (as specified in the bid documents) for the actual number or units of Contract Items completed prior to the effective date of termination, or as may be agreed by the parties for items of work partially completed, provided the DOT finds the work to be acceptable. If the work is not acceptable, the DOT may withhold reimbursement to the Municipality at its sole discretion. No claim for loss of overhead or anticipated profits that may be asserted by the Municipality's Prime Contractor, Inspection Consultant, or Consulting Engineer shall be allowed or funded as a reimbursable Construction Project cost.
- (2) When the volume of work completed, as of the termination date, is not sufficient to reimburse the Municipality under contract unit prices (as specified in the bid documents) for its related expenses, the DOT, at its sole discretion, may reimburse the Municipality for such expenses entirely or in accordance with the proportionate cost sharing specified in the PAL, depending on the availability of additional funding.
- (3) Materials obtained by the Municipality or its Prime Contractor for the Project that have been inspected, tested as required, and accepted by the DOT, and that have not been incorporated into the physical Construction Project, shall be purchased from the Prime Contractor at actual cost as shown by receipted bills. To this cost shall be added all actual costs for delivery at such points of delivery as may be designated by the DOT, as shown by actual cost records. The Municipality will be reimbursed by the DOT for such costs of the material, and the DOT at its sole discretion, will determine which material will become the property of the DOT.
- (4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality itself performed, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the case of Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(e) If the Municipality terminates the Construction Project without the DOT's prior approval, the Municipality shall incur all costs related to the Construction Project without



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reimbursement from the DOT or FHWA (or other applicable federal authority) and shall pay the DOT for any DOT-provided Services performed prior to termination. With respect to federal or state government Funding that was disbursed to the Municipality prior to the effective date of termination, upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return any federal or state government Funding.

(f) Termination of a specific Construction Project shall not relieve the Municipality or its Prime Contractor, Inspection Consultant, or Consulting Engineer of its responsibilities for the work completed as of the termination date, nor shall it relieve the Municipality or any contractor or its surety or of its obligations concerning any claims arising out of the work performed on the Construction Project prior to the termination date or any obligations existing under bonds or insurance required by the Connecticut General Statutes or by this or any other agreement with the DOT or the Municipality.

**Article 4. DOT-Administered Construction Projects.** When the DOT is responsible for Administering the Construction Project, the sections of this Article 4 apply.

**4.1 Content of the PAL.** The DOT shall issue a PAL to the Municipality which will set forth, at least:

(a) the funding source, the related federal and DOT program information, and the associated funding ratio between the federal government, the DOT, and the Municipality, as applicable, for the Construction Project;

(b) the estimated cost for all work under the Construction Project;

(c) the amount of the Demand Deposit(s) due to the DOT from the Municipality for the Municipality's proportionate share of applicable costs for work under the Construction Project; and

(d) the Project Amount.

**4.2 Engaging a Prime Contractor.** The DOT shall advertise the Construction Project, obtain bids for all Construction Project work and items to be supplied or constructed by the Prime Contractor, analyze all bids, and award a contract for the Construction Project, all of the foregoing in accordance with the Standard Specifications, DOT procedures, and if applicable, procedures that are acceptable to the federal government. Unless otherwise specified in the PAL, the DOT shall be responsible for providing, or engaging persons or entities to provide, any services required for the Construction Project, including but not limited to, Design Services During Construction and Inspection Activities, and for the procurement and oversight of those individuals or entities.

**4.3 DOT to Perform and Complete the Construction Project.** The DOT shall use the applicable Funding apportionments to complete the Construction Project and all related activities that the DOT agrees to perform under the PAL and pursuant to this Master Agreement.

**4.4 Copies of Plans and Specifications.** Upon the completion of the design phase, prior to

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commencement of construction activities, the DOT shall provide the Municipality with copies of the plans and specifications regarding the Construction Project.

**4.5 Design Services During Construction - Municipality-provided.** When pursuant to the PAL, the Municipality is required to provide Design Services During Construction:

(a) If the Municipality was the party responsible for undertaking the design phase of the Construction Project, with that design phase funded one hundred percent (100%) by the Municipality, there will be no federal or state government participation in funding the required Design Services During Construction, and the Municipality shall provide Design Services During Construction at its sole expense.

(b) If the design phase of the Construction Project was funded with federal or state government participation, the Municipality shall seek from DOT reimbursement for the Municipality's expenses incurred in providing the Design Services During Construction, and DOT shall reimburse the Municipality for DOT-approved expenditures, all in the following manner:

- (1) The Municipality shall submit to the DOT the Voucher with supporting data, the cost of services rendered and expenses incurred for the billing period. Specifically, with respect to Design Services During Construction that are performed in-house by the Municipality's staff, the Municipality's reimbursable costs shall be limited to the actual payroll, fringe benefits associated with payroll, and approved direct cost charges for the staff's performance of Design Services During Construction.
- (2) Upon review and approval of the Voucher by the DOT, payment of the reimbursement portion of said costs and expenses shall be made to the Municipality, in accordance with the proportionate cost sharing set forth in the PAL.

(c) The Municipality agrees to comply with the requirements imposed by the DOT with respect to selection of, and imposition of contractual requirements upon, any Consulting Engineer retained during the construction phase to provide Design Services During Construction. The scope of the Design Services During Construction is subject to the prior approval of the DOT.

**4.6 Municipal Contact Person.** The Municipality shall designate a contact person to serve as the Municipality's liaison to provide information to the DOT during the Construction Project and all activities related thereto.

**4.7 Reimbursement for Value of Municipality-Owned Utility Facility.** Where the Construction Project requires replacement of a Municipality-owned utility facility, the DOT shall reimburse the Municipality for the value of the utility facility being replaced minus the Depreciation Reserve Credit and the value of any materials salvaged from it.

**4.8 Semi-Final and Final Inspections.** The DOT shall notify the Municipality in writing that the work is ready for inspection by the Municipality. Before completion of the Construction Project, the Municipality and the DOT shall both perform the semi-final and final inspection of the

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Construction Project.

### 4.9 Suspension, Postponement, or Termination of a DOT-Administered Construction Project.

(a) The DOT, upon providing Official Notice, may, in its sole discretion, suspend, postpone, or terminate a specific Construction Project, and such action shall in no event be deemed a breach by the DOT.

(b) If the DOT terminates a specific Construction Project, the DOT, may, at its sole discretion, reimburse the Municipality, in whole or in part, for the Demand Deposit paid to the DOT for the Municipality's proportionate share of costs on the Construction Project.

(c) In the case of a Construction Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination of the Construction Project, including but not limited to, DOT oversight services for the Construction Project.

**4.10 Responsibility for Design Phase Errors or Omissions.** With respect to a Municipal Project for which the Municipality was responsible for undertaking the design phase at its sole expense (without DOT or federal funding), the Municipality assumes all responsibility for any damages, including but not limited to delay damages, during the construction phase that are a result of the errors or omissions or negligence of the Municipality or its consultant(s) in the design of the Municipal Project. The DOT, even while Administrating the Construction Project, shall have no responsibility with respect to such damages, and the Municipality agrees to indemnify, hold harmless and defend the DOT as more particularly described in Article 16.

## Article 5. Utilities and Highway Right-of-Way.

**5.1 Relocation.** Where the Construction Project requires readjustment or relocation of a utility facility in, or removal of a utility facility from, the state highway right-of-way or a Municipality-owned highway right-of way, the parties shall comply with the following provisions:

(a) With respect to any utility facility located within the Municipality-owned highway right-of-way, the Municipality shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality or by the DOT, and the Municipality shall take all necessary legal action to enforce compliance with the issuance of such order.

(b) With respect to any utility located within the state highway right-of-way, the DOT shall issue an appropriate order to any utility to readjust or relocate in the right-of-way, or remove from the right-of-way, its utility facility as is deemed necessary by the Municipality and by the DOT.

(c) With respect to a Municipality-owned utility, whether located in the state highway right-of-way or Municipality-owned highway right-of way, the Municipality shall promptly readjust

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or relocate in the right-of-way, or remove from the right-of-way, its utility facilities impacted by the Construction Project.

5.2 **Delays.** Regardless of which Party is responsible for Administering the Construction Project, the Municipality shall be responsible, and will not be reimbursed with Funding, for any charges, claims and related damages or costs incurred, including those by the Prime Contractor, for any delays to the Construction Project resulting from:

(a) the failure of the Municipality to issue or enforce compliance with an order to a utility where the Municipality is responsible for such (Municipality-owned highway right-of-way) order; or

(b) in the case of a Municipality-owned utility, failure by the Municipality to promptly readjust, relocate, or remove its utility facilities impacted by the Construction Project.

5.3 **Access to Right-of-Way.** With respect to any work on the Construction Project that requires access to the state highway right-of-way or Municipality-owned highway right-of-way, the Party with jurisdiction over the applicable right-of-way is responsible for reviewing the request and granting to the Prime Contractor, the Inspection Consultant, or any subcontractor or subconsultant thereof, as applicable, the right to enter into, pass over and utilize the right-of-way in accordance with all applicable requirements on a case by case basis. Nothing in this section 5.3 shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of-way, including but not limited to, applying for and obtaining an encroachment permit.

### Article 6. Responsibilities of the Parties for Transportation Facilities.

6.1 **During Construction Project.** During the Construction Project, the Municipality shall enforce all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to any existing Transportation Facilities being directly or indirectly affected by the work undertaken during the Construction Project.

6.2 **Upon Completion of Construction Project.** Upon completion of the Construction Project to the satisfaction of the DOT and, if applicable, FHWA (or other federal authority):

(a) The Municipality assumes all responsibility for:

(1) the proper maintenance and operation of all Municipality-owned Transportation Facilities constructed as part of the Construction Project;

(2) the proper maintenance and operation of all traffic control signals installed on Municipality-maintained roadways as part of the Construction Project, provided that a thirty (30) day operational test period, which commences upon the Prime Contractor's installation of the respective traffic control signal, has been completed to the satisfaction of the Party Administering the Construction Project. (The Party Administering the Construction Project shall require its Prime Contractor to assume

## Master Municipal Agreement for Construction Projects

responsibility for any operational issues during the thirty (30) day test period.) In the event that the completion of the Construction Project occurs prior to the satisfactory completion of the thirty (30) day test period, then the Municipality's assumption of responsibility with respect to the traffic control signal commences upon satisfactory completion of the thirty (30) day test period.

- (3) the payment of energy costs for operation of all traffic control signals and illumination installed as part of the Construction Project when these traffic control signals and illumination are (1) entirely on Municipality-maintained roadways, or (2) at locations (such as an intersection) including at least one roadway for which the Municipality is responsible for maintaining; and
- (4) enforcement of all applicable State of Connecticut and municipal traffic laws, ordinances and regulations with respect to the Transportation Facilities, roadways, or improvements thereto, constructed as part of the Construction Project.

(b) The DOT shall assume responsibility for maintenance of DOT-owned Transportation Facilities, or improvements thereto, constructed as part of the Construction Project, unless otherwise agreed to in writing by the authorized representatives of the Parties.

**6.3 Failure to Fulfill Maintenance Responsibilities.** If the Municipality fails to fulfill the maintenance responsibilities set forth in subsections (a)(1) or (a)(2) of section 6.2, it may be disqualified, at the DOT's sole discretion, from participating in any future federal or state government funded Municipal Projects that impart maintenance responsibilities on the Municipality. Nothing in this section shall limit any other remedies that DOT may have under this Master Agreement or under the law.

### Article 7. Responsibility for Costs.

**7.1 Non-participating Items.** With respect to Construction Projects that receive federal Funding, the Municipality is responsible for one hundred percent (100%) of the total cost of all Nonparticipating Item(s) and the cost of any Incidentals to Construction that are related to or associated with the Nonparticipating Item(s). The cost of such associated Incidentals to Construction will be determined as follows: A percentage will be derived from the ratio of the total Incidentals to Construction cost to the total contract items cost, as determined by a post-construction final audit, and this percentage will be multiplied by the total cost for the Non-participating Items. The final audit governs the determination of all contract item costs and the final billing to the Municipality for Non-participating Items. However, if the cost of the total Nonparticipating Items is less than ten percent (10%) of the cost of the total contract items, the DOT, at its sole discretion, may deem the cost of such associated Incidentals to Construction to be participating and eligible for Funding.

**7.2 Final Payment.** Final payment by the Municipality to the DOT, or by the DOT to the Municipality, shall be based upon the actual participating construction costs as determined by a post-construction final audit by the DOT, using cost sharing percentages and funding procedures set forth in the PAL.

## Master Municipal Agreement for Construction Projects

7.3 **Costs Resulting from Errors or Omissions.** The Municipality shall reimburse the DOT for one hundred percent (100%) of all construction costs and costs of DOT-provided Services, which costs are the result of errors or omissions of the Municipality or its consultant(s), including, but not limited to, errors or omissions with respect to the PS&E, inadequate provision of the Inspection Activities or Design Services During Construction by the Municipality or any of its consultants, or inadequate Administration by the Municipality, as applicable. In order to determine the total cost of DOT-provided Services that were attributable to the errors and omissions of the Municipality (as such are not itemized during the Construction Project), a percentage(s) will be derived from the ratio of the total cost of all DOT-provided Services to the total actual construction cost, as determined by a post-construction audit, and this percentage will be multiplied by the amount attributable to the Municipality's error or omission, as determined by the DOT, to determine the cost of DOT-provided Services incurred as a result of the errors or omissions which the Municipality must reimburse to the DOT. This provision will survive the expiration of the PAL, the final acceptance of the Construction Project, and the termination of the Master Agreement, or the expiration of the Term.

7.4 **Sidewalk Construction.** The Municipality shall participate in the cost of sidewalks constructed as part of the Construction Project, other than existing sidewalks disturbed by the Construction Project, as set forth in Connecticut Department of Transportation Policy Statement, Policy No. E&C.-19, as may be revised, incorporated by reference into this Master Agreement.

### Article 8. Disbursement of Grant Funds; Conditions of Payment.

8.1 **Method of Disbursement.** With respect to each Construction Project undertaken pursuant to this Master Agreement, the DOT shall disburse the Funding to the Municipality according to a method determined at the DOT's sole discretion, and in accordance with any applicable state or federal laws, regulations, and requirements.

8.2 **Funding on Reimbursement Basis.** The DOT, by entering into this Master Agreement, does not pledge or promise to pledge the assets of the DOT or the State of Connecticut, nor does it promise to pay any compensation to the Municipality from any monies of the treasury of the State of Connecticut. The Funding in the PAL will be provided to the Municipality by the DOT on a reimbursement basis, provided the Municipality is in compliance with the PAL and this Master Agreement.

8.3 **Federal Approvals Required.** The Municipality agrees that with respect to PALs that include federal participation in Funding, no PAL issued by the DOT is effective until all required federal approvals are received by the DOT for the Construction Project.

8.4 **Lack of Timeliness in Municipality Performance.** If the Municipality fails to timely commence and complete the Construction Project as set forth in the respective PAL to the satisfaction of the DOT and in accordance with all applicable federal, state, and local laws, regulations, ordinances, or requirements, then:

## Master Municipal Agreement for Construction Projects

- (a) the DOT has no obligation to reimburse the Municipality for its expenses incurred;
- (b) to the extent any Funding already has been disbursed to the Municipality, the Municipality shall return any disbursed funds and any interest earned to-date to the DOT within ten (10) business days of receipt of a request from the DOT; and
- (c) the DOT may recover from the Municipality the DOT's costs for the DOT-provided Services performed on the Construction Project. Upon receipt of written demand from the DOT, the Municipality shall provide payment for the DOT-provided Services within thirty (30) days.

### Article 9. Records and Audit.

9.1 **Examination.** The Municipality shall make available for examination by the DOT and the State of Connecticut and its agents, including but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and the Chief State's Attorney and their respective agents all of its records, documents, and accounting procedures and practices relevant to any Funding received under this Master Agreement, and for a period of time in accordance with all applicable state or federal audit requirements.

9.2 **Retention.** With respect to each Construction Project undertaken under this Master Agreement, the Municipality shall maintain and secure all records for a period of three (3) years after issuance of the Construction Project's Certification of Acceptance, or three (3) years after the final payment has been made to the Prime Contractor or the termination of any litigation related to the Construction Project, whichever is later or for such longer time as instructed by the DOT, the State of Connecticut and its agents, or the federal government.

### Article 10. Additional Mandatory Requirements.

10.1 **Mandatory State and Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement, the Municipality shall comply with the "Mandatory State and Federal Requirements," attached at Schedule K, as may be revised from time to time to reflect changes in law. With respect to any agreements that the Municipality enters into in order to fulfill its obligations for a particular Construction Project, the Municipality agrees to pass down to its contractor(s) and in lower tier subcontractor(s) the applicable requirements set forth in the Mandatory State and Federal Requirements.

10.2 **Additional Federal Requirements.** With respect to each PAL issued and acknowledged under this Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with that agency's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the respective federal agency may permit otherwise in writing.

10.3 **Revisions.** While this Master Agreement and the attached Schedules include applicable State of Connecticut and FHWA requirements (that the Municipality must comply with

## Master Municipal Agreement for Construction Projects

and must require its Prime Contractor, Inspection Consultant, and Consulting Engineer, as applicable, to comply with), the Municipality hereby acknowledges that such requirements are subject to revision by the DOT, FHWA, or other authorized federal agency, from time to time during the Term and that by accepting federal or state government Funding under this Master Agreement, the Municipality agrees to be subject to such revised requirements and changes of law as in effect at any given time and, as a result thereof, shall perform any additional obligations with respect to the particular Construction Project, throughout the Term of this Master Agreement.

### Article 11. Conflict.

11.1. **Conflict.** In case of a conflict between the provisions of any particular PAL, the Master Agreement, the Mandatory State and Federal Requirements, or any specification, guide, manual, policy, document, or other publication referenced in the Master Agreement, the provision containing additional details or more stringent requirements will control. In case of the Municipality's inability to determine the controlling provision or where it is not possible to comply with the requirements of multiple provisions, the DOT shall have the right to determine, in its sole discretion, which provision applies. The Municipality shall promptly request in writing the DOT's determination upon the Municipality's inability to determine the controlling provision or upon becoming aware of any such conflict. This provision shall survive the expiration or termination of this Master Agreement.

11.2 **Revisions to Manuals.** With respect to any guide, manual, policy, document, or other publication referenced throughout the Master Agreement and noted to be subject to revision throughout the Term of this Agreement by way of the phrase "as may be revised," for the particular Construction Project the Municipality agrees to comply with the version of the document or publication that is in effect on the date of the Written Acknowledgement of the PAL for the Construction Project. This section does not apply to the Standard Specifications.

**Article 12. Review of Municipality's Activities.** The Municipality shall cooperate fully with the DOT and permit the DOT, FHWA, or other federal authority, as applicable, to review, at any time during the Construction Project, all activities performed by the Municipality with respect to any PAL issued under this Master Agreement. Upon request of the DOT, the Municipality shall timely furnish all documents related to the Construction Project so that the DOT may evaluate the Municipality's activities with respect to the Construction Project, including, but not limited to, its use of the Funding as required by the PAL, this Master Agreement, and applicable law.

### Article 13. Term and Termination of the Master Agreement.

13.1 **Term.** The Term commences on the Effective Date and continues for ten (10) years, unless terminated earlier in accordance with this Article.

13.2 **Termination for Convenience.** The DOT may terminate this Master Agreement for convenience, at its sole discretion, upon providing thirty (30) days Official Notice to the Municipality.



## Master Municipal Agreement for Construction Projects

**13.3 Termination for Cause.** As a result of the Municipality's breach of the Master Agreement or a particular PAL or the failure of the Municipality, its Prime Contractor, Inspection Consultant, Consulting Engineer, or any combination of the foregoing, to perform the work required on any particular Construction Project to the DOT's satisfaction in accordance with the respective PAL, the DOT may terminate this Master Agreement for cause by giving the Municipality ten (10) days Official Notice, provided that the Municipality fails to cure, or begin to cure, the breach or failed performance, to the satisfaction of the DOT in its sole discretion, within the notice period that the DOT may, in its sole discretion, set forth in such Official Notice. Termination for cause by the DOT will not prejudice the right of the DOT to pursue any of its remedies for breach, including recovery of any Funding paid to the Municipality prior to termination for cause.

### 13.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for Municipality-Administered projects) or section 4.9 (for DOT-Administered Projects).

(b) Upon the DOT's termination of this Master Agreement for cause, any PALs in-progress at the time will automatically terminate, unless the DOT provides Official Notice stating otherwise. The DOT, at its sole discretion, will determine and state in such Official Notice to the Municipality, if any in-progress PALs will remain in effect, and in such case, the Municipality agrees that it must complete performance of such in-progress PAL(s) through completion and final acceptance by the DOT of the respective Construction Project in compliance with all applicable terms and conditions of the PAL and this Master Agreement.

**Article 14. Official Notice.** Any Official Notice from one Party to the other Party, in order for such notice to be binding thereon, shall:

14.1 Be in writing (as a printed hard copy or electronic or facsimile copy) addressed to:

(a) When the DOT is to receive Official Notice:

Commissioner of Transportation  
Connecticut Department of Transportation  
2800 Berlin Turnpike  
P.O. Box 317546  
Newington, Connecticut 06131-7546;

(b) When the Municipality is to receive Official Notice:

## Master Municipal Agreement for Construction Projects

Mayor  
Town of Ledyard  
741 Colonel Ledyard Highway  
Ledyard, CT 06339

14.2 Be delivered to the address recited herein in person, by facsimile or by electronic transmission, with acknowledgement of receipt, or be mailed by United States Postal Service with return receipt requested by mail, electronic means, or any other methods of receiving the return receipt as identified by the Mailing Standards of the U.S. Postal Service, as may be revised; and

14.3 Contain complete and accurate information in sufficient detail to properly and adequately identify and describe the subject matter thereof.

### Article 15. Insurance.

#### 15.1 Minimum Limits of Coverage.

(a) With respect to the work on the particular Construction Project that the Municipality performs or that the Municipality engages a Prime Contractor to perform, respectively, the Municipality when performing the work shall carry, or when the Prime Contractor is performing the work, the Municipality shall require the Prime Contractor to carry and to impose on its subcontractors the requirement to carry, for the duration of the Construction Project the insurance requirements set forth in the Standard Specifications, including "Section 1.03.07 Insurance" and specifically with respect to any working drawings prepared by a designer "Section 1.05.02(2)(a) Plans, Working Drawings and Shop Drawings," and any additional insurance coverage or increased limits required in the Special Provisions for the particular Construction Project.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance:

(1) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, an aggregate limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period, with the DOT being named an additional insured party;

## Master Municipal Agreement for Construction Projects

(2) Automobile Liability Insurance with respect to the operation of all motor vehicles, including those hired or borrowed, used in connection with the Construction Project, providing for a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, with the DOT being named an additional insured party. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least Two Million Dollars (\$2,000,000);

(3) Railroad Protective Liability Insurance (when the Construction Project requires work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period, and with all entities falling within any of the following listed categories as named insured parties: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of railroad right-of-way, (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the railroad right-of-way, (iv) the DOT and (v) any other party with an insurable interest. If such insurance is required, the Municipality, Inspection Consultant, or subconsultant shall obtain and submit the minimum coverage indicated above to the DOT prior to the commencement of the work and shall maintain coverage until the work is accepted by the DOT;

(4) Valuable Papers Insurance Policy, with coverage maintained until the work has been completed and accepted by the DOT, and all original documents or data have been returned to the DOT, providing coverage in the amount of Fifty Thousand Dollars (\$50,000) regardless of the physical location of the insured items. This insurance will assure the DOT that all records, papers, statistics and other data or documents will be re-established, recreated or restored if made unavailable by fire, theft, or any other cause. The Municipality, the Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, shall retain in its possession duplications of all products of its work under the contract if and when it is necessary for the originals to be removed from its work under the contract, and if and when necessary for the originals to be removed from its possession during the time that this policy is in force.

(5) Workers' Compensation Insurance, and, as applicable, insurance required in accordance with the U.S. Longshore and Harbor Workers' Compensation Act, in accordance with the requirements of the laws of the State of Connecticut, and of the laws of the United States respectively; and

(6) Professional Liability Insurance for errors and omissions in the minimum amount of Two Million Dollars (\$2,000,000), with the appropriate and proper endorsement to its Professional Liability Policy to cover the Indemnification clause in this Master Agreement as the same relates to negligent acts, errors or omissions in the work

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performed by the Municipality, Inspection Consultant, or subconsultant, as applicable. The Municipality, Inspection Consultant, or subconsultant may, at its election, obtain a policy containing a maximum Two Hundred Fifty Thousand Dollars (\$250,000) deductible clause, but if it should obtain a policy containing such a deductible clause the Municipality, Inspection Consultant, or subconsultant shall be liable, as stated above herein, to the extent of the deductible amount. The Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall, and shall continue this liability insurance coverage for a period of three (3) years from the date of acceptance of the completed design or work subject to the continued commercial availability of such insurance. It is understood that the above insurance may not include standard liability coverage for pollution or environmental impairment. However, the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant shall acquire and maintain pollution and environmental impairment coverage as part of this Professional Liability Insurance, if such insurance is applicable to the work performed by the Municipality, Inspection Consultant, Consulting Engineer, or subconsultant under the PAL for the Construction Project

(c) In the event the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable, secures excess/umbrella liability insurance to meet the minimum coverage requirements for Commercial General Liability or Automobile Liability Insurance coverage, the DOT must be named as an additional insured on that policy.

**15.2 Insurance Company Authorized Pursuant to State of Connecticut Law.** For each Construction Project, the required insurance coverage of the types and minimum limits as required by the Master Agreement must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line coverage. Solely with respect to work performed directly and exclusively by the Municipality, the Municipality may request that the DOT accept coverage provided under a municipal self-insurance program as more particularly described in section 15.6.

**15.3 Certificate of Insurance.** The Municipality shall provide to the DOT evidence of all required insurance coverages by submitting a Certificate of Insurance on the form(s) acceptable to the DOT fully executed by an insurance company or companies satisfactory to the DOT.

**15.4 Copies of Policies.** The Municipality shall produce, and require its Prime Contractor, any subcontractor, Inspection Consultant, Consulting Engineer, or any subconsultant, as applicable, to produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the DOT. In providing said policies, the Municipality, Prime Contractor, subcontractor, Inspection Consultant, Consulting Engineer, or subconsultant, as applicable may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of the PAL and the Master Agreement. The Municipality agrees to notify the DOT with at least thirty days prior notice of any cancellation or change in the insurance coverage required under this Master Agreement.

## Master Municipal Agreement for Construction Projects

**15.5 Update to Minimum Insurance Limit Requirements.** The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

### 15.6 Self-insurance.

(a) With respect to activities performed directly and exclusively by the Municipality with Municipal forces or staff on a particular Construction Project, the Municipality may request that the DOT accept coverage provided under a self-insurance program in lieu of the specific insurance requirements set forth in section 15.1. The Municipality shall submit to the DOT a notarized statement, by an authorized representative:

- (1) certifying that the Municipality is self-insured;
- (2) describing its financial condition and self-insured funding mechanism;
- (3) specifying the process for filing a claim against the Municipality's self-insurance program, including the name, title and address of the person to be notified in the event of a claim; and
- (4) agreeing to indemnify, defend and save harmless the State of Connecticut, its officials, agents, and employees from all claims, suits, actions, damages, and costs of every name and description resulting from, or arising out of, activities performed by the Municipality under the PAL issued for the Construction Project.

(b) If requested by the DOT, the Municipality must provide any additional evidence of its status as a self-insured entity.

(c) If the DOT, in its sole discretion, determines that such self-insurance program is acceptable, then the Municipality shall assume any and all claims as a self-insured entity.

(d) If the DOT accepts a Municipality's particular self-insurance coverage, the Municipality will not be required to obtain from an insurance company the respective insurance requirement(s) displaced by that particular self-insurance coverage.

(e) If the DOT does not approve the Municipality's request to provide coverage under a self-insurance program for the particular activities, the Municipality must comply with the respective insurance requirement(s) stated in the Master Agreement, including but not limited to, the type of coverage and minimum limits applicable to the coverage.

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### Article 16. Indemnification.

16.1 For the purposes of this Article, the following definitions apply.

(a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(b) Municipality's Parties: A Municipality'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 Municipality is in privity of oral or written contract and the Municipality intends for such other person or entity to perform under the Master Agreement or the PAL in any capacity.

(c) Records: All working papers and such other information and materials as may have been accumulated by the Municipality in performing the Master Agreement or the PAL, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

(d) State: The State of Connecticut, including the DOT and any office, department, board, council, commission, institution or other agency or entity of the State.

16.2 With respect to Municipality-Administered Construction Projects, the Municipality agrees that it shall indemnify, defend and hold harmless, and it shall require the Municipality's Parties to indemnify, defend and save 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 this Master Agreement and any PAL issued hereunder, including the acts of commission or omission (collectively, the "Acts") of the Municipality or the Municipality's 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 of the Municipality or the Municipality's Parties, or the Master Agreement and any PAL issued hereunder. The Municipality and the Municipality's Parties shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Municipality's and the Municipality's Parties' obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Municipality's or Municipality's Parties' bids, proposals or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopied compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance of this Master Agreement or any PAL issued hereunder.

16.3 With respect to DOT-Administered Construction Projects, the Municipality agrees to indemnify and hold harmless the State, its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with this Master Agreement and any PAL issued hereunder, including the acts of

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commission or omission (collectively, the "Acts") of the Municipality or the Municipality's 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 of the Municipality or the Municipalities Parties this Master Agreement, and any PAL issued hereunder, including but not limited to, design errors or omissions and failures to make necessary arrangements for utility work.

16.4 The Municipality and the Municipality's Parties shall not be responsible for indemnifying or holding the DOT harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

16.5 The Municipality and the Municipality's Parties shall reimburse the State for any and all damages to the real or personal property of the DOT caused by the Acts of the Municipality and the Municipality's Parties. The DOT shall give the Municipality and the Municipality's Parties reasonable notice of any such Claims.

16.6 The Municipality's and the Municipality's Parties' duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Master Agreement and any extension thereof, without being lessened or compromised in any way, even where the Municipality and the Municipality's Parties are 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.

16.7 The Municipality and the Municipality's Parties shall carry and maintain at all times during the term of this Master Agreement, and during the time that any provisions survive the term of this Master Agreement, sufficient general liability insurance to satisfy its obligations under this Master Agreement. The Municipality and the Municipality's Parties shall name the DOT as an additional insured on the policy. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is or was contributorily negligent.

16.8 This section shall survive the expiration or earlier termination of the Term or any PAL issued hereunder, shall apply to any extension of the Term of this Master Agreement, and shall not be limited by reason of any insurance coverage.

### Article 17. Sovereign Immunity.

17.1 **No Waiver of the State's Immunities.** Nothing in this Master Agreement or any PAL issued hereunder shall be construed as a modification, compromise or waiver by the DOT of any rights or defenses of any immunities provided by federal law or the laws of the State of Connecticut to the DOT or any of its officers and employees, which they may have had, now have or will have with respect to matters arising out of this Master Agreement. To the extent that this section conflicts with any other section, this section shall govern.

17.2 **Defense of Suits by the Municipality.** Nothing in this Agreement shall preclude the Municipality from asserting its Governmental Immunity rights in the defense of third party claims.

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The Municipality's Governmental Immunity defense against third party claims, however, shall not be interpreted or deemed to be a limitation or compromise of any of the rights or privileges of the DOT, at law or in equity, under this Agreement, including, but not limited to, those relating to damages.

**Article 18. Governing Law.** The Parties deem the Master Agreement 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 Master Agreement 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 DOT, 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 Municipality 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. Nothing contained in the terms or provisions of this Master Agreement shall be construed as waiving any of the rights of the DOT under the laws of the State of Connecticut. Nothing contained in this Master Agreement shall be construed as an agreement by the DOT to directly or indirectly obligate the DOT to creditors or employees of the Municipality or to the Municipality's Parties.

**Article 19. Amendment.** This Master Agreement may be amended by mutual written agreement signed by the authorized representative of each Party and approved by the Attorney General of the State of Connecticut, and upon receipt of any additional approvals required by law.

**Article 20. Severability.** If any provision of this Master Agreement or application thereof is held invalid, that invalidity shall not affect other provisions or applications of the Master Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Master Agreement are severable.

**Article 21. Waiver.** The failure on the part of the DOT to enforce any covenant or provision herein contained does not waive the DOT's right to enforce such covenant or provision, unless set forth in writing. The waiver by the DOT of any right under this Master Agreement or any PAL, unless in writing, shall not discharge or invalidate such covenant or provision or affect the right of the DOT to enforce the same.

**Article 22. Remedies are nonexclusive.** No right, power, remedy or privilege of the DOT shall be construed as being exhausted or discharged by the exercise thereof in one or more instances, and it is agreed that each and all of said rights, powers, remedies or privileges shall be deemed cumulative and additional and not in lieu or exclusive of any other right, power, remedy or privilege available to the DOT at law or in equity.

**Article 23. Entire Agreement.** This Master Agreement constitutes, when fully executed and approved as indicated, the entire agreement between the parties and shall supersede all previous communications, representations, or agreements, either oral or written, between the Parties hereto



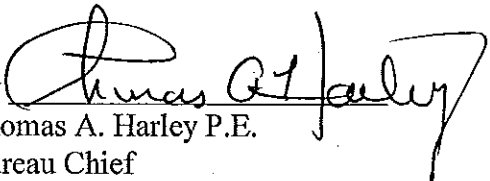
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with respect to the subject matter hereof; and no agreement or understanding varying or extending the same shall be binding upon either party hereto unless in writing signed by both parties hereto.

**Master Municipal Agreement for Construction Projects**


The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

**STATE OF CONNECTICUT**  
**Department of Transportation**  
**James Redeker, Commissioner**

By   
Thomas A. Harley P.E.  
Bureau Chief  
Bureau of Engineering and Construction

Date: Jan 21, 2014

**TOWN OF LEDYARD**

By   
John Rodolico  
Mayor

Date: 1/10/14



**TOWN OF LEDYARD  
CONNECTICUT  
TOWN COUNCIL**


741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339-1551  
(860) 464-3203  
FAX (860) 464-1485  
[council@ledyardct.org](mailto:council@ledyardct.org)

Chairman Linda C. Davis

**CERTIFIED RESOLUTION  
MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS**

RESOLVED: that the Honorable, John Rodolico, Mayor is hereby authorized to sign the agreement entitled, "*Master Municipal Agreement for Construction Projects.*"

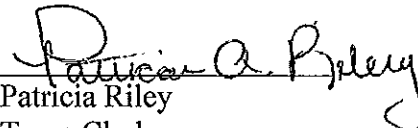
Adopted by the Ledyard Town Council on: January 8, 2014

  
Linda C. Davis, Chairman

.....

IN WITNESS HEREOF, I, Patricia Riley, the duly qualified and acting Clerk of the Town of Ledyard, Connecticut, do hereby certify that the above resolution was adopted at a regular meeting of the Town of Ledyard, held on January 8, 2014, and is on file of record, and that said resolution has not been altered, amended or revoked and is in full force and effect.

(seal)

  
Patricia Riley  
Town Clerk



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546




Office of the  
Commissioner

An Equal Opportunity Employer

Delegation of Authority  
Authorized by Sections 13b-17 and 13b-20 of the  
Connecticut General Statutes, As Amended

Know All Ye Persons By These Presents, That I, James Redeker, Commissioner of Transportation, as authorized by Section 13b-17 and Section 13b-20 of the Connecticut General Statutes, as amended, do hereby delegate to Thomas A. Harley, Bureau Chief of the Bureau of Engineering and Construction and who also serves as the Chief Engineer, Department of Transportation, the duties and responsibilities which relate to all day-to-day operational and administrative activities and functions for the Bureau of Engineering and Construction and the authority to sign any agreement, contract, document, or instrument pertaining to the above which I am authorized to sign for said Bureau.

  
James Redeker  
Commissioner

Date: 8.26.11

Schedule A  
PAL Template

[Addressee - Designated Municipal Official]

Local Roads

Dear [Addressee - Designated Municipal Official]:

Subject: Project Authorization Letter  
For the [Project Description] (Construction Project)

State Project No.  
Federal Project No.  
Master Agreement No.

On [date] the State of Connecticut, Department of Transportation (DOT) and the [City/Town] of [NAME OF CITY/TOWN] (Municipality) entered into the Master Municipal Agreement for Construction Projects (Master Agreement) noted above. This Project Authorization Letter (PAL) is issued pursuant to the Master Agreement. The capitalized terms used in this PAL are the same as those used in the Master Agreement.

The [DOT/Municipality] is responsible for the Administration of the Construction Project.

The Construction Project is to provide [ENTER DESCRIPTION], beginning at a point [ ] and ending at [ ], a distance of [ ] feet.

Funding for the Construction Project is provided under [identify the Federal and or State program and associated funding ratio between F/S/T] and payment will be on a reimbursement basis. The maximum reimbursement to the Municipality under this PAL is \$[ENTER AMOUNT] dollars. In addition, any reimbursement for actual expenditures will be in accordance with the terms of the Master Agreement. Costs contained in this PAL shall not be exceeded without first obtaining written permission from the DOT. Attached is an estimated engineering cost break down for construction project activities. A Demand Deposit in the amount of \$[ENTER AMOUNT] dollars is due the DOT for [identify the purpose of the deposit, i.e. their share of DOT costs, non-federal cost of sidewalks etc.]

This Construction Project has been assigned a [ENTER CORRECT DESIGNATION DBE/SBE/SBPPP] goal of [ ]% and the Municipality shall comply with the requirements pertaining to the goal as stipulated in the Master Agreement.

[For Municipality-Administered Construction Projects ADD: The issuance of the PAL itself is not an authorization for the Municipality to begin performing work with respect to the Construction Project. The Municipality may advance or begin work on the Construction Project only after it has received from the DOT an Authorization to Award Notice.]

[enter to:]

-2-

[enter date:]

Please indicate your concurrence with the PAL by signing below on or before [date] and returning a copy to the DOT's Authorized Representative. Submission of the Written Acknowledgement of the PAL by facsimile or electronic transmission is acceptable. The Master Agreement and the PAL will be incorporated into one another in their entirety and contain the legal and binding obligations of the Municipality with respect to the Construction Project.

If you have any questions please contact [Mr./Ms.], the Project Manager at (860) 594-[xxxx].

Very truly yours,

Authorized DOT Representative

Concurred By \_\_\_\_\_ Date \_\_\_\_\_

Print Name:  
Designated Municipal Official

PAL ATTACHMENT  
STATE PROJECT NO.XXX  
FEDERAL PROJECT NO.XXXX  
ESTIMATED Construction COSTS

|   |    |
|---|----|
| A. Contract Items and Contingencies                                     | \$ |
| B. Incidentals to Construction-Municipal Services                       | \$ |
| C. Extra Work Allowance-Municipal Services (+/-10% of B)                | \$ |
| D. Total Municipal Cost (A+B+C)   | \$ |
| E. Incidentals to Construction-DOT Materials Testing                    | \$ |
| F. Incidentals to Construction-DOT Administrative Oversight             | \$ |
| G. Incidentals to Construction-DOT Audits                               | \$ |
| H. Extra Work Allowance by DOT Forces (+/-10% of E+F+G)                 | \$ |
| I. Total Incidentals to Construction-DOT (E+F+G+H)                      | \$ |
| J. Total Construction Cost (D+I)  | \$ |
| K. Federal Proportionate Share of the Total Construction Cost (X% of J) | \$ |
| L. DOT Proportionate Share of the Total Construction Cost (X% of J)     | \$ |
| M. Maximum Amount of Reimbursement to the Municipality (100% of D)      | \$ |
| N. Demand Deposit Required from the Municipality                        | \$ |

(NOTE: Depending on the federal program the cost sharing between the parties will vary and this attachment will be adjusted accordingly by the initiating unit.)

Master Municipal Agreement for Construction Projects  
Schedule B

CONNECTICUT  
REQUIRED CONTRACT PROVISION  
STANDARD EQUAL EMPLOYMENT OPPORTUNITY  
CONSTRUCTION CONTRACT SPECIFICATIONS

1. Appendix A and Appendix B referred to below and attached hereto express goals and timetables for the utilization of females and minorities respectively on all state funded and federally assisted construction projects funded by or through the Connecticut Department of Transportation.

Appendix A establishes the goal for minority and female utilization in all crafts statewide on state funded construction projects. Appendix B refers to minority and female utilization goals in all crafts statewide on federally assisted/funded construction projects.

2. The goals for minority and female participation are expressed in percentage terms for the contractor's aggregate work-force in each trade on all construction work in the Covered Area, are as follows:

STATE UTILIZATION GOALS      FEDERAL UTILIZATION GOALS

See Appendix A

See Appendix B

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the Covered Area. If the contractor performs construction work in a geographical area located outside of the Covered Area, it shall apply the goals established for such geographical area where the work is actually performed. With federally involved and non-federally involved construction.

3. The contractor's compliance with the federal Executive Order 11246 and the regulation in 41 CFR Part 60-4 shall be based on its implementation of the specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4.3(A) and its efforts to meet the goals established for the geographical area where the contract is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hour performed.

4. As used in these specifications:

- a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted.
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
- c. "Employer Identification Number" means the Federal Social Security Number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin):



## Schedule B

2. Hispanic (all persons of Mexican, Puerto Rican, Cuban Central or South American or other Spanish Culture or Origin, regardless of race):
3. Asian or Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands: and
4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

5. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications which contain the applicable goals for minority and female participation.

6. If the contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the Covered Area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the Equal Employment Opportunity (EEO) clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the plan goals and timetables.

7. The contractor shall implement the specific affirmative action standards provided in subparagraphs 10a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the Covered Area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs (OFCCP) Office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

8. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, federal Executive Order 11246, or the regulations promulgated pursuant hereto.

9. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

10. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

## Schedule B

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites; and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off the street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason thereafter; along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or women sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under subparagraph 10b above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO Policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company EEO Policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment, decisions including specific foreman, etc. prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings; persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the contractor's EEO Policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and

## Schedule B

training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work-force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

11. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (subparagraphs 10a through p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under subparagraphs 10 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work-force participation, makes a good faith effort to meet with individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

12. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of federal Executive Order 11246 if a particular group is employed in a substantially disparate manner, (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific

## Schedule B

minority group of women is under utilized).

13. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

14. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to federal Executive Order 11246.

15. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to federal Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and federal Executive Order 11246, as amended.

16. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

17. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer) dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

18. Nothing herein provided shall be construed as a limitation upon the application of their laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

19. The Director of the Office of Federal Contract Compliance Programs, from time to time, shall issue goals and timetables for minority and female utilization which shall be based on appropriate work-force, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered contractor's or timetables, shall be published as notices in the Federal Register, and shall be inserted by the Contracting officers and applicants, as applicable, in the Notice required by 41 CFR Part 60-4.2.

Schedule B

STATE FUNDED PROJECTS (only)

APPENDIX A

(Labor Market Goals)

| <u>LABOR MARKET AREA GOAL</u> |               |              | <u>Minority</u> | <u>Female</u> |
|-------------------------------|---------------|--------------|-----------------|---------------|
| <b>Bridgeport</b>             |               |              | 14%             | 6.9%          |
| Ansonia                       | Beacon Falls  | Bridgeport   | Derby           |               |
| Easton                        | Fairfield     | Milford      | Monroe          |               |
| Oxford                        | Seymour       | Shelton      | Stratford       |               |
| Trumbull                      |               |              |                 |               |
| <b>Danbury</b>                |               |              | 4%              | 6.9%          |
| Bethel                        | Bridgewater   | Brookfield   | Danbury         |               |
| Kent                          | New Fairfield | New Milford  | Newtown         |               |
| Redding                       | Ridgefield    | Roxbury      | Sherman         |               |
| Washington                    |               |              |                 |               |
| <b>Danielson</b>              |               |              | 2%              | 6.9%          |
| Brooklyn                      | Eastford      | Hampton      | Killingly       |               |
| Pomfret                       | Putnam        | Scotland     | Sterling        |               |
| Thompson                      | Voluntown     | Union        | Woodstock       |               |
| <b>Hartford</b>               |               |              | 15%             | 6.9%          |
| Andover                       | Ashford       | Avon         | Barkhamsted     |               |
| Berlin                        | Bloomfield    | Bolton       | Bristol         |               |
| Burlington                    | Canton        | Chaplin      | Colchester      |               |
| Columbia                      | Coventry      | Cromwell     | Durham          |               |
| East Granby                   | East Haddam   | East Hampton | East Hartford   |               |
| East Windsor                  | Ellington     | Enfield      | Farmington      |               |
| Glastonbury                   | Granby        | Haddam       | Hartford        |               |
| Harwinton                     | Hebron        | Lebanon      | Manchester      |               |
| Mansfield                     | Marlborough   | Middlefield  | Middletown      |               |
| Newington                     | Plainville    | Plymouth     | Portland        |               |
| Rocky Hill                    | Simsbury      | Somers       | South Windsor   |               |

Schedule B

| STATE<br><u>LABOR MARKET AREA GOAL</u> |               | <u>Minority</u>  |                | <u>Female</u> |
|--|---------------|------------------|----------------|---------------|
| Southington                            | Stafford      | Suffield         | Tolland        |               |
| Vernon                                 | West Hartford | Wethersfield     | Willington     |               |
| Winchester                             | Windham       | Windsor          | Windsor Locks  |               |
| <b>Lower River</b>                     |               |                  | 2%             | 6.9%          |
| Chester                                | Deep River    | Essex            | Old Lyme       |               |
| Westbrook                              |               |                  |                |               |
| <b>New Haven</b>                       |               |                  | 14%            | 6.9%          |
| Bethany                                | Branford      | Cheshire         | Clinton        |               |
| East Haven                             | Guilford      | Hamden           | Killingworth   |               |
| Madison                                | Meriden       | New Haven        | North Branford |               |
| North Haven                            | Orange        | Wallingford      | West Haven     |               |
| Woodbridge                             |               |                  |                |               |
| <b>New London</b>                      |               |                  | 8%             | 6.9%          |
| Bozrah                                 | Canterbury    | East Lyme        | Franklin       |               |
| Griswold                               | Groton        | Ledyard          | Lisbon         |               |
| Montville                              | New London    | North Stonington | Norwich        |               |
| Old Lyme                               | Old Saybrook  | Plainfield       | Preston        |               |
| Salem                                  | Sprague       | Stonington       | Waterford      |               |
| Hopkinton                              | RI - Westerly | Rhode Island     |                |               |
| <b>Stamford</b>                        |               |                  | 17%            | 6.9%          |
| Darien                                 | Greenwich     | New Canaan       | Norwalk        |               |
| Stamford                               | Weston        | Westport         | Wilton         |               |
| <b>Torrington</b>                      |               |                  | 2%             | 6.9%          |
| Canaan                                 | Colebrook     | Cornwall         | Goshen         |               |
| Hartland                               | Kent          | Litchfield       | Morris         |               |
| Norfolk                                | North Canaan  | Salisbury        | Sharon         |               |
| Torrington                             | Warren        |                  |                |               |
| <b>Waterbury</b>                       |               |                  | 10%            | 6.9%          |
| Bethlehem                              | Middlebury    | Naugatuck        | Prospect       |               |
| Southbury                              | Thomaston     | Waterbury        | Watertown      |               |
| Wolcott                                | Woodbury      |                  |                |               |

Schedule B

FEDERALLY FUNDED OR ASSISTED PROJECTS (only)

APPENDIX B  
(Labor Market Goals)

GOALS

Standard Metropolitan Statistical Area (SMSA)      Minority      Female

| <u>Standard Metropolitan Statistical Area (SMSA)</u> |                |               |               | <u>Minority</u> | <u>Female</u> |
|--|----------------|---------------|---------------|-----------------|---------------|
| <u>Bridgeport - Stamford - Norwalk - Danbury</u>     |                |               |               | <u>10.2%</u>    | <u>6.9%</u>   |
| Bethel   | Bridgeport     | Brookfield    | Danbury       |                 |               |
| Darien   | Derby          | Easton        | Fairfield     |                 |               |
| Greenwich  | Milford        | Monroe        | New Canaan    |                 |               |
| New Fairfield  | Newton         | Norwalk       | Redding       |                 |               |
| Shelton  | Stamford       | Stratford     | Trumbull      |                 |               |
| Weston   | Westport       | Wilton        |               |                 |               |
| <u>Hartford - Bristol - New Britain</u>              |                |               |               | <u>6.9%</u>     | <u>6.9%</u>   |
| Andover  | Avon           | Berlin        | Bloomfield    |                 |               |
| Bolton   | Bristol        | Burlington    | Canton        |                 |               |
| Colchester   | Columbia       | Coventry      | Cromwell      |                 |               |
| East Granby  | East Hampton   | East Hartford | East Windsor  |                 |               |
| Ellington  | Enfield        | Farmington    | Glastonbury   |                 |               |
| Granby   | Hartford       | Hebron        | Manchester    |                 |               |
| Marlborough  | New Britain    | New Hartford  | Newington     |                 |               |
| Plainville   | Plymouth       | Portland      | Rocky Hill    |                 |               |
| Simsbury   | South Windsor  | Southington   | Stafford      |                 |               |
| Suffield   | Tolland        | Vernon        | West Hartford |                 |               |
| Wethersfield   | Willington     | Windsor       | Windsor Locks |                 |               |
| <u>New Haven - Waterbury - Meriden</u>               |                |               |               | <u>9.0%</u>     | <u>6.9%</u>   |
| Beacon Falls   | Bethany        | Branford      | Cheshire      |                 |               |
| Clinton  | East Haven     | Guilford      | Hamden        |                 |               |
| Madison  | Meriden        | Middlebury    | Naugatuck     |                 |               |
| New Haven  | North Branford | North Haven   | Orange        |                 |               |
| Prospect   | Southbury      | Thomaston     | Wallingford   |                 |               |
| Waterbury  | Watertown      | West Haven    | Wolcott       |                 |               |
| Woodbridge   | Woodbury       |               |               |                 |               |

Schedule B

FEDERAL  
LABOR MARKET AREA GOAL

|                      |            |              |            |      |      |
|----------------------|------------|--------------|------------|------|------|
| New London - Norwich |            |              |            | 4.5% | 6.9% |
| Bozrah               | East Lyme  | Griswold     | Groton     |      |      |
| Ledyard              | Lisbon     | Montville    | New London |      |      |
| Norwich              | Old Lyme   | Old Saybrook | Preston    |      |      |
| Sprague              | Stonington | Waterford    |            |      |      |

Non SMSA

Minority .. Female

|                      |                  |                   |                |      |      |
|----------------------|------------------|-------------------|----------------|------|------|
| Litchfield - Windham |                  |                   |                | 5.9% | 6.9% |
| Abington             | Ashford          | Ballouville       | Bantam         |      |      |
| Barkhamsted          | Bethlehem        | Bridgewater       | Brooklyn       |      |      |
| Canaan               | Canterbury       | Central Village   | Cahplin        |      |      |
| Colebrook            | Cornwall         | Cornwall Bridge   | Danielson      |      |      |
| Dayville             | East Canaan      | East Killingly    | East Woodstock |      |      |
| Eastford             | Falls Village    | Gaylordsville     | Goshen         |      |      |
| Grosvenor Dale       | Hampton          | Harwinton         | Kent           |      |      |
| Killignly            | Lakeside         | Litchfield        | Moosup         |      |      |
| Morris               | New Milford      | New Preston       | New Preston    |      |      |
| Marble Dale          |                  |                   |                |      |      |
| Norfolk              | North Canaan     | No. Grosvenordale | North Windham  |      |      |
| Oneco                | Pequabuck        | Pine Meadow       | Plainfield     |      |      |
| Pleasant Valley      | Pomfret          | Pomfret Center    | Putnam         |      |      |
| Quinebaug            | Riverton         | Rogers            | Roxbury        |      |      |
| Salisbury            | Scotland         | Sharon            | South Kent     |      |      |
| South Woodstock      | Sterling         | Taconic           | Terryville     |      |      |
| Thompson             | Torrington       | Warren            | Warrenville    |      |      |
| Washington           | Washington Depot | Wauregan          | West Cornwall  |      |      |
| Willimantic          | Winchester       | Winchester Center | Windham        |      |      |
| Winsted              | Woodstock        | Woodstock Valley  |                |      |      |



Master Municipal Agreement for Construction Projects  
Schedule C

**CONNECTICUT REQUIRED  
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES  
(2012)**

1. **General:**

a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by federal Executive Order 11246, federal Executive Order 11375 are set forth in Required Contract Provisions (Form PR-1273 or 1316, as appropriate) and these special provisions which are imposed pursuant to Section 140 of Title 23 U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these special provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b) "Company" refers to any entity doing business with the Connecticut Department of Transportation and includes but is not limited to the following:

- Contractors and Subcontractors
- Consultants and Subconsultants
- Suppliers of Materials and Vendors (where applicable)
- Municipalities (where applicable)
- Utilities (where applicable)

c) The Company will work with the Connecticut Department of Transportation (ConnDOT) and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

d) The Company and all his/her subcontractors or subconsultants holding subcontracts not including material suppliers, of \$10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of federal Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The Company will include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor or subconsultant.

2. **Equal Employment Opportunity Policy:**

Companies with contracts, agreements or purchase orders valued at \$10,000 or more will develop and implement an Affirmative Action Plan utilizing the ConnDOT Affirmative Action Plan Guideline. This Plan shall be designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of equal employment opportunity through a positive continuation program.

3. **Subcontracting:**

a) The Company will use his/her best efforts to solicit bids from and to utilize minority group subcontractors or subcontractors with meaningful minority group and female representation among their employees. Companies shall obtain lists of minority-owned

## Schedule C

construction firms from the Division of Contract Compliance.

b) The Company will use its best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

### 4. Records and Reports:

a) The Company will keep such records as are necessary to determine compliance with equal employment opportunity obligations. The records kept by the Company will be designed to indicate:

1. The number of minority and non-minority group members and women employed in each classification on the project;
2. The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force);
3. The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
4. The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b) All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT and the Federal Highway Administration.

c) The Company will submit an annual report to ConnDOT each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form PR 1391. If on-the-job training is being required by "Training Special Provision," the Company will be required to furnish Form FHWA 1409.

Master Municipal Agreement for Construction Projects  
Schedule D

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women-employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.



d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### 1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epis.gov/>), which is compiled by the General Services Administration.

I. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

J. Except for transactions authorized under paragraph (f) of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## 2. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## 2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these Instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS.**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Master Municipal Agreement for Construction Projects  
Schedule E

SPECIAL PROVISION  
DISADVANTAGED BUSINESS ENTERPRISES  
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS  
FOR FEDERAL FUNDED PROJECTS

Revised – April 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

- A. "Administrative Agency" means the agency responsible for awarding the contract.
- B. "ConnDOT" means the Connecticut Department of Transportation.
- C. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").
- D. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.
- E. "Contract," "Agreement" or "subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.
- F. "Contractor," means a consultant, second party or any other entity doing business with the Administrative Agency or, as the context may require, with another Contractor.
- G. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:
1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and
  2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
  3. Certified by ConnDOT under 49 CFR Part 26 or 23.
- H. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.
- I. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes Good Faith Efforts.

## Schedule E

J. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.

2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

i. "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands; Nepal or Sri Lanka;

vi. Women;

vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.



## Schedule E

### II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Administrative Agency and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Administrative Agency, ConnDOT and DOT in implementing the requirements concerning DBE utilization on this Contract in accordance with Title 49 of the Code of Federal Regulations, Part 26 entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs" ("49 CFR Part 26"), as revised. The Contractor shall also cooperate with the Administrative Agency, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's DBE program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Administrative Agency.

D. For the purpose of this Special Provision, DBEs to be used to satisfy the DBE goal must be certified by ConnDOT's Division of Contract Compliance for the type(s) of work they will perform.

E. If the Contractor allows work designated for DBE participation required under the terms of this Contract and required under III-B to be performed by other than the named DBE organization without the approval of the Administrative Agency, the Contractor may not be eligible for payment for those items of work.

F. In the event a DBE firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Administrative Agency immediately and make efforts to obtain a release of work from the firm. The Contractor shall use the DBE Directory to identify and contact firms certified to perform the type of work that was assigned to the unable or unwilling DBE firm. If the Contractor is unable to find a DBE replacement, then the Contractor should identify other contracting opportunities and solicit DBE firms in an effort to meet the Contract DBE goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Administrative Agency indicating the work done by, and the dollars paid to DBEs. If the Contractor does not achieve the specified Contract goals for DBE participation, the Contractor shall also submit written documentation to the Administrative Agency detailing the Good Faith Efforts made during the performance of the Contract to satisfy the goal. Documentation is to include, but not be limited to, the following:

1. A detailed statement of the efforts made to replace an unable or unwilling DBE firm, and a description of any additional subcontracting opportunities that were identified and offered to DBE firms in order to increase the likelihood of achieving the stated goal.

2. A detailed statement, including documentation of the efforts made to contact and solicit bids from certified DBEs, including the names, addresses, and telephone numbers of each DBE firm

## Schedule E

contacted; the date of contact and a description of the information provided to each DBE regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and the response from firms contacted.

2. Provide a detailed statement for each DBE that submitted a subcontract proposal which the Contractor considered not to be acceptable stating the reasons for this conclusion.

3. Provide documents to support contacts made with the Administrative Agency requesting assistance in satisfying the specified Contract goal.

4. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by DBEs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by DBEs and verified by the Administrative Agency. In instances where the Contractor can adequately document or substantiate its Good Faith Efforts made to meet the specified percentage to the satisfaction of the Administrative Agency, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Administrative Agency of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Administrative Agency, ConnDOT (when the Administrative Agency is other than ConnDOT) and Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of DBEs, the Administrative Agency requires the following:

A. The Contractor shall assure that certified DBEs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of DBEs regardless if a Contract goal is specified or not.

B. The DBE goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total Contract value. Compliance with this provision may be fulfilled when a DBE or any combination of DBEs perform work under the Contract in accordance with 49 CFR Part 26.55 Only work actually performed by and/or services provided by DBEs which are certified for such work and/or services can be counted toward the DBE goal. Supplies and equipment a DBE purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within 7 days after the bid opening, the low bidder shall indicate in writing to the Administrative

## Schedule E

Agency, on the forms provided, the DBE(s) it will use to achieve the goal indicated in III-B. The submission shall include the name and address of each DBE that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named DBE and the low bidder. The named DBE shall be from a list of certified DBEs available from ConnDOT. In addition, the named DBE(s) shall be certified to perform the type of work they will be contracted to do.

D. The prime Contractor shall submit to the Administrative Agency all requests for subcontractor approvals on the standard forms provided by the Administrative Agency.

If the request for approval is for a DBE subcontractor for the purpose of meeting the Contract DBE goal, a copy of the legal Contract between the prime contractor and the DBE subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the Contract between the prime and the DBE subcontractor must also be submitted to the Administrative Agency with an explanation of the change(s). The Contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime contractor, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.

E. The Contractor is required, should there be a change in a DBE they submitted in III-C, to submit documentation to the Administrative Agency which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Administrative Agency) prior to the implementation of the change. The Contractor must demonstrate that the originally named DBE is unable or unwilling to perform in conformity to the scope of service, or is in default of its Contract. The Contractor's ability to negotiate a more advantageous Agreement with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named DBE indicating the reason(s) for the release.

F. Contractors subcontracting with DBEs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Administrative Agency in writing, and providing adequate documentation to substantiate the reasons for termination if the DBE has not started or completed the work or the services for which it has been contracted to perform.

G. When a DBE is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make Good Faith Efforts to find other DBE opportunities to increase DBE participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate DBE is proposed, a revised submission to the Administrative Agency together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the

## Schedule E

Administrative Agency indicating the work done by, and the dollars paid to the DBE for the current quarter and to date.

J. Each contract that the Administrative Agency signs with a Contractor and each subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

### IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a DBE supplier or manufacturer to satisfy a portion or all of the specified DBE goal, the Contractor must provide the Administrative Agency with:

1. Substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for DBE suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular DBE dealer. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for DBE manufacturers is 100% of the value of the manufactured product. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Administrative Agency, or Contractor.

### V. NON-MANUFACTURING OR NON-SUPPLIER DBE CREDIT:

A. Contractors may count towards their DBE goals the following expenditures with DBEs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Administrative Agency to be reasonable and consistent with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a DBE but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Adminstrating Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing bonds or insurance specifically required for the

## Schedule E

performance of the Contract, provided that the fees or commissions are determined by the Administrative Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

### VI. BROKERING

A. Brokering of work by DBEs who have been approved to perform subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. Firms involved in the brokering of work, whether they are DBEs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

### VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the Good Faith Efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its Good Faith Efforts are deemed satisfactory and approved by the Administrative Agency. To obtain such an exception, the Contractor must submit an application to the Administrative Agency, which documents the specific Good Faith Efforts that were made to meet the DBE goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to DBEs;
5. A statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and DBEs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from DBEs in which they declined to bid;
8. A statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and

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### 10. Any information of a similar nature relevant to the application:

The review of the Contractor's Good Faith Efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Administrative Agency will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award Good Faith Efforts, the Administrative Agency will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Administrative Agency shall notify the Contractor by mail of the approval or denial of its Good Faith Efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Administrative Agency. The Administrative Agency will forward the Contractor's reconsideration request to the ConnDOT Division of Contract Compliance for submission to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate Good Faith Efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the Contractor, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Administrative Agency within fourteen (14) days of receipt of the written notification of denial, the DBEs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award Good Faith Efforts does not relieve the Contractor from its obligation to make continuous good faith efforts throughout the duration of the project to achieve the DBE goal.

## Schedule B

### Connecticut Department of Transportation Application for Review of Pre-award Good Faith Efforts

Directions: A Contractor who is unable to meet the percentage goals set forth in the Special Provisions Disadvantaged Business Enterprises as Subcontractors and Material Suppliers or Manufacturers - Part III-B shall submit the attached application requesting a review of its Good Faith Efforts to meet the goal.

The Contractor must show that it took all necessary and reasonable steps to achieve the DBE goal which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation. Appendix A of 49 CFR Part 26 - "Guidance Concerning Good Faith Efforts" will be generally but not exclusively, utilized in evaluating Good Faith Efforts. All applications must be in writing, signed and dated and include the following:

1. a statement setting forth in detail which parts, if any, of the contract were reserved by the contractor and not available for bid from subcontractors;
2. a statement setting forth all parts of the contract that are likely to be sublet;
3. a statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. copies of all letters sent to DBEs;
5. a statement listing the dates and DBEs that were contacted by telephone and the result of each contact;
6. a statement listing the dates and DBEs that were contacted by other means other than telephone and the result of each contact;
7. copies of letters received from DBEs in which they declined to bid;
8. a statement setting forth the facts with respect to each DBE bid received and the reason(s) any such bid was declined;
9. a statement setting forth the dates that calls were made to ConnDOT's Division of Contract Compliance seeking DBE referrals and the result of each such call; and
10. any information of a similar nature relevant to the application.

All applications shall be submitted to the Manager of Contracts. Upon receipt of the submission requesting a review of pre-award Good Faith Efforts, ConnDOT's Manager of Contracts shall submit the documentation to the Division of Contract Compliance who will review the documents and determine if the package is complete and accurate and adequately documents the Contractor's Good Faith Efforts. Within fourteen (14) days of receipt of the documentation, the Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its Good Faith Efforts.

If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to: Manager of Contracts, P.O. Box 317546, Newington, CT 06131-7546. The Manager of Contracts will forward the Contractor's reconsideration request to the DBE Screening Committee. The DBE Screening Committee will schedule a meeting within fourteen (14) days from receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the DBE Screening Committee will send the contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The DBE Screening Committee's determination is final.

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Connecticut Department of Transportation  
Application for Review of Pre-award Good Faith Efforts

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

Project# \_\_\_\_\_

Contract goal as set forth in Special Provisions Part III-B. \_\_\_\_\_ %

Total DBE commitments obtained, by subcontracting and/or procurement of material and/or services. (Attach DBE Participation Approval Request(s)) \$ \_\_\_\_\_ % of Total Contract

1. Items of Contract not available for subletting. (Attach additional sheets, if necessary.)

| <u>Item #</u> | <u>Description of Item</u> | <u>\$ Bid Amount</u> | <u>% of Total Contract</u> |
|---------------|----------------------------|----------------------|----------------------------|
|---------------|----------------------------|----------------------|----------------------------|



Schedule E

2. Items of Contract likely to be sublet. (Attach additional sheets, if necessary)

| <u>Item #</u> | <u>Description of Item</u> | <u>\$ Bid Amount</u> | <u>% of Total Contract</u> |
|---------------|----------------------------|----------------------|----------------------------|
|---------------|----------------------------|----------------------|----------------------------|

Schedule E

3. Items of Contract DBEs solicited to bid. If partial item, indicate work, materials, and/or services bids were solicited for. (Attach additional sheets, if required.)

| <u>Item #</u> | <u>Description of Item</u> | <u>\$ Bid Amount</u> | <u>% of Total Contract</u> |
|---------------|----------------------------|----------------------|----------------------------|
|---------------|----------------------------|----------------------|----------------------------|

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4. Names of DBEs contacted. (Attach additional sheets, if necessary. Attach copies of all correspondence.)

| <u>Name of DBE</u> | <u>Items Contacted for</u> | <u>Date of Contact</u> | <u>Phone/Cert.Mail Other</u> | <u>Result</u> |
|--------------------|----------------------------|------------------------|------------------------------|---------------|
|--------------------|----------------------------|------------------------|------------------------------|---------------|

5. Names of DBEs who were quoted on contract (be very specific and include items and amounts; attach documentation).

| <u>Name of DBE</u> | <u>Item of Work Quoted</u> | <u>Date of Quote</u> | <u>Reason(s) for Rejection of Bid</u> |
|--------------------|----------------------------|----------------------|---------------------------------------|
|--------------------|----------------------------|----------------------|---------------------------------------|

Schedule E

6. Names of DBEs contacted who did not bid. (Attach copies of all supporting correspondence and phone logs.)

| <u>Name of DBE</u> | <u>Items of Work</u> | <u>Date DBE Declined</u> | <u>Reason for Refusal to Bid</u> |
|--------------------|----------------------|--------------------------|----------------------------------|
|--------------------|----------------------|--------------------------|----------------------------------|

7. Date(s) contractor contacted ConnDOT Division of Contract Compliance seeking DBE referrals. (Provide complete documentation, including phone logs.)

Date and Name of Contact: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of DBE Referred by ConnDOT

Schedule E

8. Any additional information that should be considered in this application.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Title

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

Master Municipal Agreement for Construction Projects  
Schedule F

SPECIAL PROVISION  
SMALL CONTRACTOR AND SMALL CONTRACTOR MINORITY BUSINESS  
ENTERPRISES (SET-ASIDE)

April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the execution of the Contract.

I. GENERAL

- A. The municipality shall cooperate with the Connecticut Department of Transportation (ConnDOT) in implementing the required contract obligations concerning Small Contractor and Small Contractor Minority Business Enterprises utilization on this Contract in accordance with Section 4a-60g of the Connecticut General Statutes, as revised. References, throughout this Special Provision, to Small Contractor are also implied references to Small Contractor Minority Business Enterprises as both relate to Section IIA of these provisions. The municipality shall also cooperate with ConnDOT in reviewing the contractor's activities relating to this provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.
- B. For the purpose of this Special Provision, the Small Contractor named to satisfy the set-aside requirements must be certified by the Department of Administrative Services, Supplier Diversity Program (860)713-5236; [www.das.state.ct.us](http://www.das.state.ct.us) as a Small Contractor as defined by Section 4a-60g of the Connecticut General Statutes, as revised, and is subject to approval by ConnDOT to do the work for which it is nominated.
- C. Contractors who allow work which they have designated for Small Contractor participation in the pre-award submission required under Section IIC to be performed by other than the approved Small Contractor organization and prior to concurrence by ConnDOT; will not be paid for the value of the work performed by organizations other than the Small Contractor designated.
- D. If the contractor is unable to achieve the specified contract goals for Small Contractor participation, the contractor shall submit written documentation to the municipality indicating his/her good faith efforts to satisfy set-aside requirements. Documentation is to include but not be limited to the following:
1. A detailed statement of the efforts made to select additional subcontract opportunities for work to be performed by each Small Contractor in order to increase the likelihood of achieving the stated goal.
  2. A detailed statement, including documentation of the efforts made to contact and solicit contracts with each Small Contractor, including the names, addresses, dates and telephone numbers of each Small Contractor contacted, and a

## Schedule F

description of the information provided to each Small Contractor regarding the scope of services and anticipated time schedule of items proposed to be subcontracted and the nature of response from firms contacted.

3. For each Small Contractor that placed a subcontract quotation which the contractor considered not to be acceptable, provide a detailed statement of the reasons for this conclusion.
  4. Documents to support contacts made with the municipality and/or ConnDOT requesting assistance in satisfying the Contract specified or adjusted Small Contractor dollar requirements.
  5. Document other special efforts undertaken by the contractor to meet the defined set-aside requirement.
- E. Failure of the contractor to have at least the specified dollar amount of this Contract performed by a Small Contractor as required in Section IIA of this Special Provision will result in the reduction in the Contract payment to the contractor by an amount equivalent to that determined by subtracting from the specific dollar amount required in Section IIA, the dollar payments for the work actually performed by each Small Contractor. The deficiency in Small Contractor achievement, will therefore, be deducted from the final Contract payment. However, in instances where the contractor can adequately document or substantiate its good faith efforts made to meet the specified or adjusted dollar amount to the satisfaction of ConnDOT, no reduction in payments will be imposed.
- F. All records must be retained for a period of three (3) years following completion and acceptance of the work performed under the Contract and shall be available at reasonable times and places for inspection by authorized representatives of ConnDOT or the United States Department of Transportation.
- G. Nothing contained herein, is intended to relieve any contractor or subcontractor from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

## II. SPECIFIC REQUIREMENTS

In order to increase the participation of Small Contractors, ConnDOT requires the following:

- A. The Small Business Enterprise (SBE) set-aside percentage will be provided as part of the Project Authorization Letter. Compliance with this provision may be fulfilled when a SBE or any combination of SBEs perform work. Not less than the set-aside percentage assigned to the project shall be subcontracted to and performed by, and/or supplied by, manufactured by and paid to Small Contractors and/or Small Contractors

## Schedule F

### Minority Business Enterprises.

B. The contractor shall assure that each Small Contractor will have an equitable opportunity to compete under this Special Provision, particularly by arranging solicitations, time for the preparation of fee proposals, scope of work, and delivery schedules so as to facilitate the participation of each Small Contractor.

C. The contractor shall provide to the municipality within seven (7) days after the bid opening the following items:

1. Certification (Exhibit I) signed by each named Small Contractor [subcontractor listing a description of the work and] certifying that the dollar amount of all contract(s) and/or subcontract(s) that have been awarded to him/her for the current State Fiscal Year (July 1 - June 30) does not exceed the Fiscal Year limit of \$15,000,000.00.
2. A certification of work to be subcontracted (Exhibit I) signed by both the contractor and the Small Contractor listing the work items and the dollar value of the items that the nominated Small Contractor is to perform on the project to achieve the minimum percentage indicated in Section IIA above.
3. It is the responsibility of the contractor to ensure that the Small Contractor and Small Contractor Minority Business Enterprises named are qualified to perform the designated scope of work.

D. After the contractor signs the Contract, the contractor will be required to meet with the municipality to review the following:

1. What is expected with respect to the Small Contractor set aside requirements.
2. Failure to comply with and meet the requirement can and will result in monetary deductions from payment.
3. Each quarter after the start of the Small Contractor the contractor shall submit a report to the municipality indicating the work done by, and the dollars paid to each Small Contractor to date.
4. What is required when a request to sublet to a Small Contractor is submitted.

E. The contractor shall submit to the municipality all requests for subcontractor approvals on standard forms provided by the municipality.

If the request for approval is for a Small Contractor subcontractor for the purpose of meeting the Contract required Small Contractor percentage stipulated in Section IIA, a copy of the legal agreement between the contractor and the Small Contractor subcontractor must also be submitted at the same time. Any subsequent amendments



## Schedule F

or modifications of the contract between the contractor and the Small Contractor subcontractor must also be submitted to the municipality with an explanation of the change(s). The contract must show items of work to be performed, phases/tasks and, if a partial item, the work involved by both parties.

In addition, the following documents are to be attached, if applicable:

- (1) A statement explaining any method or arrangement for renting equipment. If rental is from a contractor, a copy of rental agreement must be submitted.
  - (2) A statement addressing any special arrangements for manpower.
- F. In instances where a change from the originally approved named Small Contractor (see Section IB) is proposed, the contractor is required to submit, in a reasonable and expeditious manner, a revised submission, comprised of the documentation required in Section IIC, Paragraphs 1 and 2 and Section IIE together with documentation to substantiate and justify the change (i.e., documentation to provide a basis for the change) to the municipality for its review and approval prior to the implementation of the change. The contractor must demonstrate that the originally named Small contractor is unable to perform in conformity to specifications, or unwilling to perform, or is in default of its contract, or is overextended on other jobs. The contractor's ability to negotiate a more advantageous contract with another Small Contractor is not a valid basis for change. Documentation shall include a letter of release from the originally named Small Contractor indicating the reason(s) for the release.
- G. Contractors subcontracting with a Small Contractor to perform work or services as required by this Special Provision shall not terminate such firms without advising the municipality, in writing, and providing adequate documentation to substantiate the reasons for termination if the designated Small Contractor firm has not started or completed the work or the services for which it has been contracted to perform.

### III. BROKERING

For the purpose of this Special Provision, a Broker is one who acts as an agent for others in negotiating contracts, purchases, sales, etc., in return for a fee or commission. Brokering of work by a Small Contractor is not allowed and is a Contract violation.

### IV. PRE-AWARD WAIVERS:

If the contractor's submission of the Small Contractor listing, as required by Section IIC, indicates that it is unable, by subcontracting to obtain commitments which at least equal the amount required by Section IIA, it may request, in writing, a waiver of up to 50% of the amount required by Section IIA. To obtain such a waiver, the contractor must submit a completed "Application for Waiver of Small Contractor Goals" to the municipality which must also contain the following documentation:

## Schedule F

- A. Information described in Section IVB.
- B. For each Small Contractor contacted but unavailable, a statement from each Small Contractor confirming its unavailability.

Upon receipt of the submission requesting a waiver, the municipality shall submit the documentation to the Manager of Contract Compliance who shall review it for completeness. After completion of the Director of Contract Compliance's review, he/she should write a narrative of his/her findings of the application for a waiver, which is to include his/her recommendation. The Manager of Contract Compliance shall submit the written narrative to the Chairperson of the Screening Committee at least five (5) working days before the scheduled meeting. The contractor shall be invited to attend the meeting and present his/her position. The Screening Committee shall render a determination on the waiver request within five (5) working days after the meeting. The Screening Committee's determination shall be final. Waiver applications are available from ConnDOT.

Master Municipal Agreement for Construction Projects  
Schedule G

SPECIAL PROVISION  
SMALL BUSINESS PARTICIPATION PILOT PROGRAM SBPPP  
AS SUBCONTRACTORS AND MATERIAL SUPPLIERS OR MANUFACTURERS

Revised – April, 2012

NOTE: Certain of the requirements and procedures stated in this Special Provision are applicable prior to the award and execution of the Contract document.

I. ABBREVIATIONS AND DEFINITIONS AS USED IN THIS SPECIAL PROVISION

A. "ConnDOT" means the Connecticut Department of Transportation.

B. "DOT" means the U.S. Department of Transportation, including the Office of the Secretary, the Federal Highway Administration ("FHWA"), the Federal Transit Administration ("FTA"), and the Federal Aviation Administration ("FAA").

C. "Broker" means a party acting as an agent for others in negotiating Contracts, Agreements, purchases, sales, etc., in return for a fee or commission.

D. "Contract," "Agreement" or "Subcontract" means a legally binding relationship obligating a seller to furnish supplies or services (including, but not limited to, construction and professional services) and the buyer to pay for them. For the purposes of this provision, a lease for equipment or products is also considered to be a Contract.

E. "Contractor," means a consultant, second party or any other entity doing business with the Municipality or, as the context may require, with another Contractor.

F. "Disadvantaged Business Enterprise" ("DBE") means a small business concern:

1. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock of which is owned by one or more such individuals; and

2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

G. "DOT-assisted Contract" means any Contract between a recipient and a Contractor (at any tier) funded in whole or in part with DOT financial assistance, including letters of credit or loan guarantees.

H. "Good Faith Efforts" means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Refer to Appendix A of 49 Code of Federal Regulation ("CFR") Part 26 – "Guidance Concerning Good Faith Efforts," a copy of which is attached to this provision, for guidance as to what constitutes good faith efforts.

I. "Small Business Concern" means, with respect to firms seeking to participate as DBEs in DOT-assisted Contracts, a small business concern as defined pursuant to Section 3 of the Small Business Act and Small Business Administration ("SBA") regulations implementing it (13 CFR Part 121) that

## Schedule G

also does not exceed the cap on average annual gross receipts specified in 49 CFR Part 26, Section 26.65(b).

J. "Small Business Participation Pilot Program" ("SBPPP") means small businesses certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT; or firms certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services; or firms certified by the United States Small Business Administration (USSBA) as an 8(a) or SDB or HUBZone firm; or firms that are a current active recipient of a United States Small Business Administration Loan (loan must be documented).

K. "Socially and Economically Disadvantaged Individuals" means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

1. Any individual who ConnDOT finds on a case-by-case basis to be a socially and economically disadvantaged individual.
2. Any individuals in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - i. "Black Americans," which includes persons having origins in any of the black racial groups of Africa;
  - ii. "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - iii. "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - iv. "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Mariana Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - v. "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - vi. Women;
  - vii. Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

## II. GENERAL REQUIREMENTS

A. The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Failure by the Contractor to carry out

## Schedule G

these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the Municipality and ConnDOT deem appropriate.

B. The Contractor shall cooperate with the Municipality, ConnDOT and DOT in implementing the requirements concerning SBPPP utilization on this Contract. The Contractor shall also cooperate with the Municipality, ConnDOT and DOT in reviewing the Contractor's activities relating to this Special Provision. This Special Provision is in addition to all other equal opportunity employment requirements of this Contract.

C. The Contractor shall designate a liaison officer who will administer the Contractor's SBPPP program. Upon execution of this Contract, the name of the liaison officer shall be furnished in writing to the Municipality.

D. For the purpose of this "Special Provision", the SBPPP contractor(s) named to satisfy the requirements must meet one of the following criteria:

1. Certified as a Disadvantaged Business Enterprise (DBE) firm by ConnDOT;
2. Certified as a Small Business Enterprise or Minority Business Enterprise by the Connecticut Department of Administrative Services;
3. Certified by the USSBA as an 8(a) or SDB firm;
4. Certified by the USSBA as a HUBZone firm; or
5. A current active recipient of a United States Small Business Administration Loan (loan documentation required).

E. If the Contractor allows work designated for SBPPP participation required under the terms of this Contract and required under III-B to be performed by other than the named SBPPP firm without concurrence from the Municipality, the Municipality will not pay the Contractor for the value of the work performed by firms other than the designated SBPPP.

F. In the event a SBPPP firm that was listed in the award documents is unable or unwilling to perform the work assigned; the Contractor shall notify the Municipality immediately and make efforts to obtain a release of work from the firm. If the Contractor is unable to find a SBPPP replacement, then the Contractor should identify other contracting opportunities and solicit SBPPP firms in an effort to meet the contract SBPPP goal requirement.

G. At the completion of all Contract work, the Contractor shall submit a final report to the Municipality indicating the work done by, and the dollars paid to SBPPPs. If the Contractor does not achieve the specified Contract goals for SBPPP participation, the Contractor shall also submit written documentation to the Municipality detailing its good faith efforts to satisfy the goal throughout the performance of the Contract. Documentation is to include, but not be limited to the following:

1. A detailed statement of the efforts made to select additional subcontracting opportunities to be performed by SBPPPs in order to increase the likelihood of achieving the stated goal.
2. A detailed statement, including documentation of the efforts made to contact and solicit bids with SBPPPs, including the names, addresses, dates and telephone numbers of each SBPPP contacted, and a description of the information provided to each SBPPP regarding the scope of services and anticipated time schedule of work items proposed to be subcontracted and nature of response from firms contacted.

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3. Provide a detailed statement for each SBPPP that submitted a subcontract proposal, which the Contractor considered not to be acceptable stating the reasons for this conclusion.

4. Provide documents to support contacts made with ConnDOT requesting assistance in satisfying the Contract specified goal.

5. Provide documentation of all other efforts undertaken by the Contractor to meet the defined goal.

H. Failure of the Contractor, at the completion of all Contract work, to have at least the specified percentage of this Contract performed by SBPPPs as required in III-B will result in the reduction in Contract payments to the Contractor by an amount determined by multiplying the total Contract value by the specified percentage required in III-B and subtracting from that result, the dollar payments for the work actually performed by SBPPPs. However, in instances where the Contractor can adequately document or substantiate its good faith efforts made to meet the specified percentage to the satisfaction of the Municipality and ConnDOT, no reduction in payments will be imposed.

I. All records must be retained for a period of three (3) years following acceptance by the Municipality of the Contract and shall be available at reasonable times and places for inspection by authorized representatives of the Municipality, ConnDOT and or Federal agencies. If any litigation, claim, or audit is started before the expiration of the three (3) year period, the records shall be retained until all litigation, claims, or audits findings involving the records are resolved.

J. Nothing contained herein, is intended to relieve any Contractor or subcontractor or material supplier or manufacturer from compliance with all applicable Federal and State legislation or provisions concerning equal employment opportunity, affirmative action, nondiscrimination and related subjects during the term of this Contract.

### III. SPECIFIC REQUIREMENTS:

In order to increase the participation of SBPPPs, the Municipality requires the following:

A. The Contractor shall assure that certified SBPPPs will have an opportunity to compete for subcontract work on this Contract, particularly by arranging solicitations and time for the preparation of proposals for services to be provided so as to facilitate the participation of SBPPPs regardless if a Contract goal is specified or not.

B. The SBPPP goal percentage will be provided as part of the Project Authorization Letter. The goal shall be based upon the total contract value. Compliance with this provision may be fulfilled when a SBPPP or any combination of SBPPPs perform work. Only work actually performed by and/or services provided by SBPPPs which are certified for such work and/or services can be counted toward the SBPPP goal. Supplies and equipment a SBPPP purchases or leases from the prime Contractor or its affiliate cannot be counted toward the goal.

If the Contractor does not document commitments, by subcontracting and/or procurement of material and/or services that at least equal the goal, it must document the good faith efforts that outline the steps it took to meet the goal in accordance with VII.

C. Within seven (7) days after the bid opening, the low bidder shall indicate in writing to the Municipality, on the forms provided, the SBPPPs it will use to achieve the goal indicated in III-B. The

## Schedule G

submission shall include the name and address of each SBPPP that will participate in this Contract, a description of the work each will perform, the dollar amount of participation, and the percentage this is of the bid amount. This information shall be signed by the named SBPPP and the low bidder.

D. The prime Contractor shall submit to the Municipality all requests for subcontractor approvals on the standard forms provided by the Municipality.

If the request for approval is for a SBPPP subcontractor for the purpose of meeting the Contract SBPPP goal, a copy of the legal contract between the prime and the SBPPP subcontractor must be submitted along with the request for subcontractor approval. Any subsequent amendments or modifications of the contract between the prime and the SBPPP subcontractor must also be submitted to the Municipality with an explanation of the change(s). The contract must show items of work to be performed, unit prices and, if a partial item, the work involved by all parties.

In addition, the following documents are to be attached:

1. An explanation indicating who will purchase material.
2. A statement explaining any method or arrangement for renting equipment. If rental is from a prime, a copy of the rental agreement must be submitted.
3. A statement addressing any special arrangements for manpower.
4. Requests for approval to issue joint checks.

E. The Contractor is required, should there be a change in a SBPPP they submitted in III-C, to submit documentation to the Municipality which will substantiate and justify the change (i.e., documentation to provide a basis for the change for review and approval by the Municipality) prior to the implementation of the change. The Contractor must demonstrate that the originally named SBPPP is unable to perform in conformity to the scope of service or is unwilling to perform, or is in default of its contract, or is overextended on other jobs. The Contractor's ability to negotiate a more advantageous contract with another subcontractor is not a valid basis for change. Documentation shall include a letter of release from the originally named SBPPP indicating the reason(s) for the release.

F. Contractors subcontracting with SBPPPs to perform work or services as required by this Special Provision shall not terminate such firms without advising the Municipality in writing, and providing adequate documentation to substantiate the reasons for termination if the SBPPP has not started or completed the work or the services for which it has been contracted to perform.

G. When a SBPPP is unable or unwilling to perform, or is terminated for just cause, the Contractor shall make good faith efforts to find other SBPPP opportunities to increase SBPPP participation to the extent necessary to at least satisfy the goal required by III-B.

H. In instances where an alternate SBPPP is proposed, a revised submission to the Municipality together with the documentation required in III-C, III-D, and III-E, must be made for its review and approval.

I. Each quarter after execution of the Contract, the Contractor shall submit a report to the Municipality indicating the work done by, and the dollars paid to, the SBPPP for the current quarter

## Schedule G

and to date.

J. Each contract that the Municipality signs with a Contractor and each Subcontract the Contractor signs with a subcontractor must include the following assurance: *The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.*

### IV. MATERIAL SUPPLIERS OR MANUFACTURERS

A. If the Contractor elects to utilize a SBPPP supplier or manufacturer to satisfy a portion or all of the specified SBPPP goal, the Contractor must provide the Municipality with substantiation of payments made to the supplier or manufacturer for materials used on the project.

B. Credit for SBPPP suppliers is limited to 60% of the value of the material to be supplied, provided such material is obtained from a regular SBPPP dealer. A "regular dealer" is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the Contract are bought, kept in stock and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone and petroleum products, need not keep such products in stock if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as material suppliers or manufacturers.

C. Credit for SBPPP manufacturers is 100% of the value of the manufactured product. A "manufacturer" is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Municipality, ConnDOT or Contractor.

### V. NON-MANUFACTURING OR NON-SUPPLIER SBPPP CREDIT:

A. Contractors may count towards their SBPPP goals the following expenditures with SBPPPs that are not manufacturers or suppliers:

1. Reasonable fees or commissions charged for providing a bona fide service such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies necessary for the performance of the Contract, provided that the fee or commission is determined by the Municipality to be reasonable and consistent with fees customarily allowed for similar services.
2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is a SBPPP but is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fees are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for similar services.
3. The fees or commissions charged for providing bonds or insurance specifically required for the performance of the Contract, provided that the fees or commissions are determined by the Municipality to be reasonable and not excessive as compared with fees customarily allowed for



## Schedule G

similar services.

### VI. BROKERING

A. Brokering of work by SBPPPs who have been approved to perform Subcontract work with their own workforce and equipment is not allowed, and is a Contract violation.

B. SBPPPs involved in the brokering of Subcontract work that they were approved to perform may be decertified.

C. Firms involved in the brokering of work, whether they are SBPPPs and/or majority firms who engage in willful falsification, distortion or misrepresentation with respect to any facts related to the project shall be referred to the U.S. Department of Transportation's Office of the Inspector General for prosecution under Title 18, U.S. Code, Section 10.20.

### VII. REVIEW OF PRE-AWARD GOOD FAITH EFFORTS

A. If the Contractor does not document pre-award commitments by subcontracting and/or procurement of material and/or services that at least equal the goal stipulated in III-B, the Contractor must document the good faith efforts that outline the specific steps it took to meet the goal. The Contract will be awarded to the Contractor if its good faith efforts are deemed satisfactory and approved by ConnDOT. To obtain such an exception, the Contractor must submit an application to the Municipality, which documents the specific good faith efforts that were made to meet the SBPPP goal. An application form entitled "Review of Pre-Award Good Faith Efforts" is attached hereto.

The application must include the following documentation:

1. A statement setting forth in detail which parts, if any, of the Contract were reserved by the Contractor and not available for bid by subcontractors;
2. A statement setting forth all parts of the Contract that are likely to be sublet;
3. A statement setting forth in detail the efforts made to select subcontracting work in order to likely achieve the stated goal;
4. Copies of all letters sent to SBPPPs;
5. A statement listing the dates and SBPPPs that were contacted by telephone and the result of each contact;
6. A statement listing the dates and SBPPPs that were contacted by means other than telephone and the result of each contact;
7. Copies of letters received from SBPPPs in which they declined to bid;
8. A statement setting forth the facts with respect to each SBPPP bid received and the reason(s) any such bid was declined;
9. A statement setting forth the dates that calls were made to ConnDOT's Division of Contract

## Schedule G

Compliance seeking SBPPP referrals and the result of each such call; and

10. Any information of a similar nature relevant to the application.

The review of the Contractor's good faith efforts may require an extension of time for award of the Contract. In such a circumstance, and in the absence of other reasons not to grant the extension or make the award, the Municipality will agree to the needed extension(s) of time for the award of the Contract, provided the Contractor and the surety also agree to such extension(s).

B. Upon receipt of the submission of an application for review of pre-award good faith efforts, the Municipality shall submit the documentation to ConnDOT's initiating unit for submission to the ConnDOT Division of Contract Compliance. The ConnDOT Division of Contract Compliance will review the documents and determine if the package is complete, accurate and adequately documents the Contractor's good faith efforts. Within fourteen (14) days of receipt of the documentation, the ConnDOT Division of Contract Compliance shall notify the Contractor by certified mail of the approval or denial of its good faith efforts.

C. If the Contractor's application is denied, the Contractor shall have seven (7) days upon receipt of written notification of denial to request administrative reconsideration. The Contractor's request for administrative reconsideration should be sent in writing to the Municipality. The Municipality will forward the Contractor's reconsideration request to the ConnDOT initiating unit for submission to the Screening Committee. The Screening Committee will schedule a meeting within fourteen (14) days of receipt of the Contractor's request for administrative reconsideration and advise the Contractor of the date, time and location of the meeting. At this meeting, the Contractor will be provided with the opportunity to present written documentation and/or argument concerning the issue of whether it made adequate good faith efforts to meet the goal. Within seven (7) days following the reconsideration meeting, the chairperson of the Screening Committee will send the Contractor, via certified mail, a written determination on its reconsideration request, explaining the basis of finding either for or against the request. The Screening Committee's determination is final. If the reconsideration is denied, the Contractor shall indicate in writing to the Municipality within fourteen (14) days of receipt of the written notification of denial, the SBPPPs it will use to achieve the goal indicated in III-B.

D. Approval of pre-award good faith efforts does not relieve the Contractor from its obligation to make additional good faith efforts to achieve the SBPPP goal should contracting opportunities arise during actual performance of the Contract work.

Master Municipal Agreement for Construction Projects  
Schedule H

ON-THE-JOB TRAINING PROGRAM SPECIAL PROVISION

This On-The-Job Training Program Special Provision (Special Provision) is included in this contract in implementation of Title 23 U.S.C., Section 140(a) as established by Section 22 of the Federal-Aid Highway Act of 1968.

As part of the contractor's equal employment opportunity affirmative action program, on-the-job training shall be provided as follows:

The contractor shall provide on-the-job training aimed at developing and retaining full journeymen in the type of trade involved. The number of trainees or apprentices to be trained under this contract is determined by dividing the original quantity of hours assigned in the proposal form by 1,000 hours, or the number of hours required under a particular apprenticeship program schedule. In the event the contractor subcontracts a portion of the contract work, he shall determine how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this provision. The contractor shall also ensure that this Special Provision is made applicable to such subcontract.

The contractor shall submit for approval to the Connecticut Department of Transportation (ConnDOT), a training outline for each trainee or apprentice that will be trained on this project. The training outline shall include the trade, the training categories, the number of training hours that will be provided, and if there will be any off-site training. If the contractor is participating in a bona fide apprenticeship program approved by the Connecticut State Labor Department (CDOL) Apprentice Training Division, identification of such apprentice program shall also be submitted to ConnDOT.

No more than twenty percent (20%) of the trainees or apprentices proposed shall be in the laborer classification (applicable only when five (5) or more trainees or apprentices are required).

Training, upgrading and retaining minority group workers and women in the various construction trades is a primary objective of this Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

Accordingly, a contractor choosing to utilize a non-apprenticeship program shall make use of the supportive services consultant and/or make every effort to enroll minority and women trainees or apprentices by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that he has taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this Special Provision.

No employee shall be employed as a trainee or apprentice in any classification in which he/she has successfully completed a training course leading to journeyman status or in which he/she has been employed as a journeyman. Trainees, or apprentices, may be employed and

## Schedule H

trained in the advancement of their training or apprenticeship program.

After award of the contract, and prior to the order to start date of the physical construction of the project, the contractor shall, in conjunction with the required schedule of progress or time chart, submit and obtain approval for, the number of trainees, or apprentices, for each classification selected, the training outline for each classification and an explanation of the start time of each trainee as it relates to the schedule of progress or time chart.

The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by ConnDOT and the Federal Highway Administration (FHWA). ConnDOT and the FHWA shall approve a program if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee or apprentice for journey person status in the classification concerned by the end of the training period. Furthermore, programs approved by the U.S. Department of Labor (USDOL) or CDOL, including apprenticeship programs, shall be considered acceptable under this Special Provision, except in those cases where the Secretary of Transportation, the Federal Highway Administrator, or ConnDOT, has determined that the program is not administered in a manner consistent with the equal employment obligations of federal-aid highway construction contracts.

The contractor shall furnish each trainee or apprentice with a copy of the program that will be followed in providing the training. The contractor shall provide each trainee or apprentice with a certification showing the type and length of training satisfactorily completed.

The contractor shall provide for the maintenance of records and furnish monthly and final reports documenting his performance under this Special Provision to the Engineer. The monthly updates and final report shall be made on forms provided by ConnDOT or by providing signed copies of the "Apprentice Handbook and Progress Record" provided by CDOL.

In the event that the contractor intends to transfer a trainee or apprentice to another ConnDOT, (FHWA funded) project, the contractor shall provide ConnDOT with a minimum of a 14-day advance notice.

Except as otherwise noted below, the contractor will be reimbursed at \$0.80 per hour of training given an employee in accordance with an approved training or apprenticeship program. As approved by ConnDOT, reimbursement will be made for training hours in excess of the number specified. This reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other source does not specifically prohibit the contractor from receiving other reimbursement.

Payment for training is made upon completion of the training program on this contract and not on a monthly basis.

No payment shall be made to the contractor if either the failure to provide the required training, or the failure to hire the trainee as a journey person, is caused by the contractor. It is normally expected that a trainee or apprentice will remain on the project as long as training opportunities exist in his work classification or until he has completed his training program. It is not

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required that all trainees or apprentices be on board for the entire length of the contract. A contractor will have fulfilled his responsibilities, under this Special Provision, if he has provided acceptable training for the number of hours specified.

Trainees will be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by CDOL in connection with the existing program shall apply to all trainees or apprentices being trained for the same classification who are covered by this Special Provision.

The number of hours shown on the proposal form for Item #2999998A On-The-Job Training Program is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figures will be disregarded and the original quantity will be used to determine the amount bid for the contract.

Pay Item

On-The-Job Training Program

Pay Unit

Hour

Master Municipal Agreement for Construction Projects  
Schedule I



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

POLICY NO. F&A-30  
April 12, 2006

SUBJECT: Maximum Fees for Architects, Engineers, and Consultants

It is Department policy that maximum fees for architects, engineers, and consultants shall be in accordance with the provisions of Chapter 11 of United States Code Title 40, Part 36 of Title 48 of the Code of Federal Regulations (CFR) and 23USC 11 2(b)2:

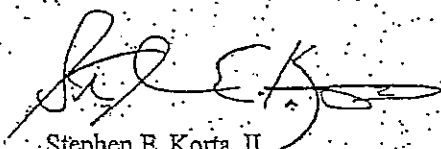
Under the terms of these federal regulations, the Department "shall accept indirect cost rates established in accordance with the Federal Acquisition Regulations for 1-year applicable accounting periods by a cognizant Federal or State government agency..." and "...shall apply such rates for the purpose of contract estimation, negotiation, administration, reporting and contract payment and shall not be limited by administrative or defacto ceilings of any kind."

Travel - shall be the maximum established per the State Travel Regulations (managers' agreement).

If a project is federally funded in any phase, the above stated new requirements shall apply to all new agreements negotiated on or subsequent to December 1, 2005. New agreements that do not have federal funding in any phase, including construction will continue to apply the requirements of the Office of Policy and Management's (OPM) General Letter 97-1. Supplemental agreements negotiated on or after December 1, 2005, that are merely a continuation or refinement of work, shall continue to adhere to the maximums as contained in OPM's General Letter 97-1. Supplemental agreements that result in a new phase of work or more than a continuation or refinement of work will use the above stated new requirements. Supplemental agreements on federally funded projects that continue to utilize the OPM General Letter 97-1 maximums require the approval of the Federal Highway Administration before processing. Existing on-call assignments may be completed using the maximums in OPM's General Letter 97-1, as well as, new on-call assignments (projects) that have no federal funding. New on-call assignments (projects) that have federal funding must use the above stated new requirements. Extra work claims for existing agreements shall continue to adhere to those maximums established in OPM's General Letter 97-1. Computer Aided Design and Drafting (CADD) will be reimbursed through the overhead rate only.

This policy also applies to those entities (i.e., towns, utilities, etc.) that receive federal funding for any phase of a project.

(This Policy Statement supersedes Policy Statement No. F&A-30 dated December 17, 1996)

  
Stephen E. Korta, II  
Commissioner

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STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT

November 21, 1996

GENERAL LETTER NO. 97-1

TO: All State Agencies

FROM: Michael W. Kozlowski, Secretary  
Office of Policy & Management

SUBJECT: Contract Fees for Architects, Engineers and Consultants on State  
Projects

All Contracts for architects, engineers and consultants on capital projects or studies related thereto, shall be awarded on the following basis:

1. Principals - Maximum of \$35/hour
  - A. Corporations Principal is defined as follows:
    - a. A corporate officer administratively responsible to the Corporation for the contract. The principal classification (whether corporate or other) is intended to include the principal's effort on the contract relating only to managing, directing and/or administering of the contract. In no event will the number of Principal hours established be in excess of 5% of the total contract salary hours established during negotiations.
    - b. A principal may also work on the contract in the "employee" classification, for example; as a Project Manager, Draftsman, Senior Engineer, etc. While performing those services for which qualified, the principal's rate of pay shall be within the salary range for the specific classification.
2. Assistants - Actual payroll at straight time rates. Overtime at actual rates subject to prior approval.
3. Overhead and Profit - Actual but not to exceed 150% for a Home Office project; 125% for a Field Office project and 165% for an Environmental project.
4. Travel - Maximum is established per the State Travel Regulations (Manager's Agreement.)

Each such contract must contain appropriate language to clearly acknowledge the parameters by this letter.

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Schedule K

## Mandatory State and Federal Requirements

1. **Executive Orders.** This Master Agreement 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 the Master Agreement as if they had been fully set forth in it. The Master Agreement may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Master Agreement as if they had been fully set forth in it. At the Municipality's request, the State shall provide a copy of these orders to the Municipality.

2. **Code of Ethics.** The Municipality shall comply with the policies set forth in Policy Statement Policy No. F&A-10 ("Code of Ethics Policy"), Connecticut Department of Transportation, June 1, 2007, attached hereto as Schedule L.

3. **Suspension or Debarment.** The Municipality agrees and acknowledges that suspended or debarred contractors, consulting engineers, suppliers, materialmen, lessors, or other vendors may not submit proposals for a State contract or subcontract during the period of suspension or debarment regardless of their anticipated status at the time of contract award or commencement of work.

4. **Certification.**

A. The signature on the Master Agreement by the Municipality shall constitute certification that to the best of its knowledge and belief the Municipality or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal or State funds:

(i) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(ii) Has not, within the prescribed statutory time period preceding this Master Agreement, been convicted of or had a civil judgment rendered against him/her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(iii) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A(ii) of this certification; and



Schedule K

(iv) Has not, within a five-year period preceding this Master Agreement, had one or more public transactions (Federal, State or local) terminated for cause or default.

B. Where the Municipality is unable to certify to any of the statements in this certification, such Municipality shall attach an explanation to this Master Agreement.

C. The Municipality agrees to insure that the following certification be included in each subcontract agreement to which it is a party, and further, to require said certification to be included in any subcontracts, sub-subcontracts and purchase orders:

(i) The prospective subcontractors; sub-subcontractors participants certify, by submission of its/their proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(ii) Where the prospective subcontractors, sub-subcontractors participants are unable to certify to any of the statements in this certification, such prospective participants shall attach an explanation to this proposal.

5. **Title VI Contractor Assurances.** The Municipality agrees that as a condition to receiving federal financial assistance, if any, under the Master Agreement, the Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d-2000d-7), all requirements imposed by the regulations of the United States Department of Transportation (49 CFR Part 21) issued in implementation thereof, and the "Title VI Contractor Assurances", attached hereto at Schedule M, all of which are hereby made a part of this Master Agreement.

6. **Certification for Federal-Aid Contracts (Applicable to contracts exceeding \$100,000):**

A. The Municipality certifies, by signing and submitting this Master Agreement, to the best of his/her/its knowledge and belief, that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Municipality, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Municipality shall complete and submit a Disclosure of Lobbying Activities form (Form SF-LLL) available at the Office of Budget and Management's website at

## Schedule K

<http://www.whitehouse.gov/omb/grants/forms/>, in accordance with its instructions. If applicable, Form SF-LLL shall be completed and submitted with the Master Agreement.

B. This Certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this Certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required Certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. The Municipality shall require that the language of this Certification be included in all subcontracts, sub-subcontracts which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly. These completed Disclosure Forms-LLL, if applicable, shall be mailed to the Connecticut Department of Transportation, P.O. Box 317546, Newington, CT 06131-7546, to the attention of the project manager.

7. **Americans Disabilities Act of 1990.** This clause applies to municipalities who are or will be responsible for compliance with the terms of the Americans Disabilities Act of 1990 ("ADA"), Public Law 101-336, during the term of the master Agreement. The Municipality represents that it is familiar with the terms of this ADA and that it is in compliance with the ADA. Failure of the Municipality to satisfy this standard as the same applies to performance under this Master Agreement, either now or during the term of the Master Agreement as it may be amended, will render the Master Agreement voidable at the option of the State upon notice to the Municipality. The Municipality warrants that it will hold the State harmless and indemnify the State from any liability which may be imposed upon the State as a result of any failure of the Municipality to be in compliance with this ADA, as the same applies to performance under this Master Agreement.

8. The Municipality receiving federal funds must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156. The Municipality receiving state funds must comply with the Connecticut General Statutes § 7-396a, and the State Single Audit Act, §§ 4-230 through 236 inclusive, and regulations promulgated thereunder.

**FEDERAL SINGLE AUDIT:** Each Municipality that expends a total amount of Federal awards: 1) equal to or in excess of \$500,000 in any fiscal year shall have either a single audit made in accordance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" or a program-specific audit (i.e. an audit of one federal program); 2) less than \$500,000 shall be exempt for such fiscal year.

**STATE SINGLE AUDIT:** Each Municipality that expends a total amount of State financial assistance: 1) equal to or in excess of \$300,000 in any fiscal year shall have an audit made in accordance with the State Single Audit Act, Connecticut General Statutes (C.G.S.) §§ 4-230 to 4-236, hereinafter referred to as the State Single Audit Act or a program audit; 2) less than \$300,000 in any fiscal year shall be exempt for such fiscal year.

The contents of the Federal Single Audit and the State Single Audit (collectively, the "Audit Reports") must be in accordance with Government Auditing Standards issued by the Comptroller

## Schedule K

### General of the United States:

The Audit Reports shall include the requirements as outlined in OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and the State Single Audit Act, when applicable.

The Municipality shall require that the workpapers and reports of an independent Certified Public Accountant ("CPA") be maintained for a minimum of five (5) years from the date of the Audit Reports.

The State reserves the right to audit or review any records/workpapers of the CPA pertaining to the Master Agreement.

9. When the Municipality receives State or Federal funds it shall incorporate the "Connecticut Required Specific Equal Employment Opportunity Responsibilities" ("SEEOR"), dated 2010, attached at Schedule C, as may be revised, as a material term of any contracts/agreements it enters into with its contractors, consulting engineers or other vendors, and shall require the contractors, consulting engineers or other vendors to include this requirement in any of its subcontracts. The Municipality shall also attach a copy of the SEEOR, as part of any contracts/agreements with contractors, consulting engineers or other vendors and require that the contractors, consulting engineers or other vendors attach the SEEOR to its subcontracts.

Master Municipal Agreement for Construction Projects  
Schedule L



CONNECTICUT DEPARTMENT OF TRANSPORTATION  
**POLICY STATEMENT**

POLICY NO. F&A-10

June 1, 2007

**SUBJECT:** Code of Ethics Policy

The purpose of this policy is to establish and maintain high standards of honesty, integrity, and quality of performance for all employees of the Department of Transportation ("DOT" or "Department"). Individuals in government service have positions of significant trust and responsibility that require them to adhere to the highest ethical standards. Standards that might be acceptable in other public or private organizations are not necessarily acceptable for the DOT.

It is expected that all DOT employees will comply with this policy as well as the Code of Ethics for Public Officials, and strive to avoid even the appearance of impropriety in their relationships with members of the public, other agencies, private vendors, consultants, and contractors. This policy is, as is permitted by law, in some cases stricter than the Code of Ethics for Public Officials. Where that is true, employees are required to comply with the more stringent DOT policy.

The Code of Ethics for Public Officials is State law and governs the conduct of all State employees and public officials regardless of the agency in which they serve. The entire Code, as well as a summary of its provisions, may be found at the Office of State Ethics' web site: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). For formal and informal interpretations of the Code of Ethics, DOT employees should contact the Office of State Ethics or the DOT's Ethics Compliance Officer or her designee.

All State agencies are required by law to have an ethics policy statement. Additionally, all State agencies are required by law to have an Ethics Liaison or Ethics Compliance Officer. The DOT, because of the size and scope of its procurement activities, has an Ethics Compliance Officer who is responsible for the Department's development of ethics policies; coordination of ethics training programs; and monitoring of programs for agency compliance with its ethics policies and the Code of Ethics for Public Officials. At least annually, the Ethics Compliance Officer shall provide ethics training to agency personnel involved in contractor selection, evaluation, and supervision. A DOT employee who has a question or is unsure about the provisions of this policy, or who would like assistance contacting the Office of State Ethics, should contact the Ethics Compliance Officer or her designee.

The DOT Ethics Compliance Officer is:

Denise Rodosevich, Managing Attorney  
Office of Legal Services

For questions, contact the Ethics  
Compliance Officer's Designee:

Alice M. Sexton, Principal Attorney  
Office of Legal Services

2800 Berlin Turnpike  
Newington, CT 06131-7546

To contact the Office of State Ethics:

Office of State Ethics  
20 Trinity Street, Suite 205  
Hartford, CT 06106

Tel. (860) 566-4472

Facs. (860) 566-3806

Web: [www.ethics.state.ct.us](http://www.ethics.state.ct.us)

## Enforcement

The Department expects that all employees will comply with all laws and policies regarding ethical conduct. Violations of the law may subject an employee to sanctions from agencies or authorities outside the DOT. Whether or not another agency or authority imposes such sanctions, the Department retains the independent right to review and respond to any ethics violation or alleged ethics violation by its employees. Violations of this policy or ethics statutes, as construed by the DOT, may result in disciplinary action up to and including dismissal from State service.

## Prohibited Activities

1. **Gifts:** DOT employees (and in some cases their family members) are prohibited by the Code of Ethics and this Policy from accepting a gift from anyone who is: (1) doing business with, or seeking to do business with, the DOT; (2) directly regulated by the DOT; (3) prequalified as a contractor pursuant to Conn. Gen. Stat. §4a-100 by the Commissioner of the Department of Administrative Services (DAS); or (4) known to be a registered lobbyist or a lobbyist's representative. These four categories of people/entities are referred to as "restricted donors." A list of registered lobbyists can be found on the web site of the Office of State Ethics ([www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)). A list of prequalified consultants and contractors, i.e., those seeking to do business with the DOT, can be found on the DOT's Internet site under "Consultant Information" and "Doing Business with ConnDOT," respectively.

The term "gift" is defined in the Code of Ethics for Public Officials, Conn. Gen. Stat. §1-79(e), and has numerous exceptions. For example, one exception permits the acceptance of food and/or beverages valued up to \$50 per calendar year from any one donor and consumed on an occasion or occasions while the person paying or his representative is present. Therefore, such food and/or beverage is not a "gift." Another exception permits the acceptance of items having a value up to ten dollars (\$10) provided the aggregate value of all things provided by the donor to the recipient during a calendar year does not exceed fifty dollars (\$50). Therefore, such items are not a "gift." Depending on the circumstances, the "donor" may be an individual if the individual is bearing the expense, or a donor may be the individual's employer/group if the individual is passing the expense back to the employer/group he/she represents.

This policy requires DOT employees to immediately return any gift (as defined in the Code of Ethics) that any person or entity attempts to give to the employee(s). If any such gift or other item of value is received by other than personal delivery from the subject person or entity, the item shall be taken to the Office of Human Resources along with the name and address of the person or entity who gave the item. The Office of Human Resources, along with the recipient of the item of value, will arrange for the donation of the item to a local charity (e.g., Foodshare, local soup kitchens, etc.). The Office of Human Resources will then send a letter to the gift's donor advising the person of the item's donation to charity and requesting that no such gifts be given to DOT employees in the future.

2. **Contracting for Goods or Services for Personal Use With Department Contractors, Consultants, or Vendors:** Executive Order 7C provides that: "Appointed officials and state employees in the Executive Branch are prohibited from contracting for goods and services, for personal use, with any person doing business with or seeking business with his or her agency, unless the goods or services are readily available to the general public for the price which the official or state employee paid or would pay."

3. **Gift Exchanges Between Subordinates and Supervisors/Senior Staff:** A recent change in the Code of Ethics prohibits exchanges of gifts valued at \$100 or more between (*i.e.*, to and from) supervisors and employees under their supervision. The Citizen's Ethics Advisory Board has advised that: (1) the monetary limit imposed by this provision is a per-gift amount; (2) gifts given between supervisors and subordinates (or *vice versa*) in celebration of a "major life event," as defined in the Code of Ethics, need not comply with the \$100 limit; and (3) the limitations imposed by this provision apply to a direct supervisor and subordinate *and to any individual up or down the chain of command*. The Citizen's Ethics Advisory Board has also advised that supervisors or subordinates may not pool their money to give a collective or group gift valued at \$100 or more, even though each of the individual contributions is less than \$100.
4. **Acceptance of Gifts to the State:** A recent change to the Code of Ethics for Public Officials modified the definition of the term "gift" to limit the application of the so-called "gift to the State" exception. In general, "gifts to the State" are goods or services given to a State agency for use on State property or to support an event and which facilitate State action or functions. Before accepting any benefit as a "gift to the State," DOT employees should contact the Ethics Compliance Officer.
5. **Charitable Organizations and Events:** No DOT employee shall knowingly accept any gift, discount, or other item of monetary value for the benefit of a charitable organization from any person or entity seeking official action from, doing or seeking business with, or conducting activities regulated by, the Department.
6. **Use of Office/Position for Financial Gain:** DOT employees shall not use their public office, position, or influence from holding their State office/position, nor any information gained in the course of their State duties, for private financial gain (or the prevention of financial loss) for themselves, any family member, any member of their household, nor any "business with which they are associated." In general, a business with which one is associated includes any entity of which a DOT employee or his/her immediate family member is a director, owner, limited or general partner, beneficiary of a trust, holder of 5 percent or more stock, or an officer (president, treasurer, or executive or senior vice president).  
  
DOT employees shall not use or distribute State information (except as permitted by the Freedom of Information Act), nor use State time, personnel, equipment, or materials, for other than State business purposes.
7. **Other Employment:** DOT employees shall not engage in, nor accept, other employment that will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties.

Any DOT employee who engages in or accepts other employment (including as an independent contractor), or has direct ownership in an outside business or sole proprietorship, shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. Disclosure of other employment to the DOT Human Resources Administrator shall *not* constitute approval of the other employment for purposes of the Code of Ethics for Public Officials.

Inquiries concerning the propriety of a DOT employee's other employment shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials. Employees anticipating accepting other employment as described above should give ample time (at least one month) to the Office of State Ethics to respond to such outside employment inquiries.

No employee of the DOT shall allow any private obligation of employment or enterprise to take precedence over his/her responsibility to the Department.

8. **Outside Business Interests:** Any DOT employee who holds, directly or indirectly, a financial interest in any business, firm, or enterprise shall complete an Employment/Outside Business Disclosure Form (see attached) and submit it to the Department's Human Resources Administrator. An indirect financial interest includes situations where a DOT employee's spouse has a financial interest in a business, firm, or enterprise. A financial interest means that the employee or his spouse is an owner, member, partner, or shareholder in a non-publicly traded entity. Disclosure of such outside business interests to the DOT Human Resources Administrator shall *not* constitute approval of the outside business interest under this Policy or the Code of Ethics for Public Officials. DOT employees shall not have a financial interest in any business, firm, or enterprise which will either impair their independence of judgment with regard to their State duties or require or induce them to disclose confidential information gained through their State duties. Inquiries concerning the propriety of a DOT employee's outside business interests shall be directed to the Office of State Ethics to assure compliance with the Code of Ethics for Public Officials.
9. **Contracts With the State:** DOT employees, their immediate family members, and/or a business with which a DOT employee is associated, may not enter into a contract with the State, other than pursuant to a court appointment, valued at \$100 or more unless the contract has been awarded through an open and public process.
10. **Sanctioning Another Person's Ethics Violation:** No DOT official or employee shall counsel, authorize, or otherwise sanction action that violates any provision of the Code of Ethics.
11. **Certain Persons Have an Obligation to Report Ethics Violations:** If the DOT Commissioner, Deputy Commissioner, or "person in charge of State agency procurement" and contracting has reasonable cause to believe that a person has violated the Code of Ethics or any law or regulation concerning ethics in State contracting, he/she *must* report such belief to the Office of State Ethics. All DOT employees are encouraged to disclose waste, fraud, abuse, and corruption about which they become aware to the appropriate authority (see also Policy Statement EX.O.-23 dated March 31, 2004), including, but not limited to; their immediate supervisor or a superior of their immediate supervisor, the DOT Office of Management Services; the Ethics Compliance Officer, the Auditors of Public Accounts; the Office of the Attorney General, or the Office of the Chief State's Attorney.
12. **Post-State Employment Restrictions:** In addition to the above-stated policies of the Department, DOT employees are advised that the Code of Ethics for Public Officials bars certain conduct by State employees *after they leave State service. Upon leaving State service:*
  - **Confidential Information:** DOT employees must never disclose or use confidential information gained in State service for the financial benefit of any person.
  - **Prohibited Representation:** DOT employees must *never* represent anyone (other than the State) concerning any "particular matter" in which they participated personally and substantially while in State service and in which the State has a substantial interest.

DOT employees also must not, for one year after leaving State service, represent anyone other than the State for compensation before the DOT concerning a matter in which the State has a substantial interest. In this context, the term "represent" has been very broadly defined. Therefore, any former DOT employee contemplating post-State employment work that might involve interaction with any bureau of DOT (or any Board or Commission administratively under the DOT) within

their first year after leaving State employment should contact the DOT Ethics Compliance Officer and/or the Office of State Ethics.

- *Employment With State Vendors:* DOT employees who participated substantially in, or supervised, the negotiation or award of a State contract valued at \$50,000 or more must not accept employment with a party to the contract (other than the State) for a period of one year after resigning from State service, if the resignation occurs within one year after the contract was signed.

13. *Ethical Considerations Concerning Bidding and State Contracts:* DOT employees also should be aware of various provisions of Part IV of the Code of Ethics that affect any person or firm who: (1) is, or is seeking to be, prequalified by DAS under Conn. Gen. Stat. §4a-100; (2) is a party to a large State construction or procurement contract, or seeking to enter into such a contract, with a State agency; or (3) is a party to a consultant services contract, or seeking to enter into such a contract, with a State agency. These persons or firms shall not:

- With the intent to obtain a competitive advantage over other bidders, solicit any information from an employee or official that the contractor knows is not and will not be available to other bidders for a large State construction or procurement contract that the contractor is seeking;
- Intentionally, willfully, or with reckless disregard for the truth, charge a State agency for work not performed or goods not provided, including submitting meritless change orders in bad faith with the sole intention of increasing the contract price, as well as falsifying invoices or bills or charging unreasonable and unsubstantiated rates for services or goods to a State agency; and
- Intentionally or willfully violate or attempt to circumvent State competitive bidding and ethics laws.

Firms or persons that violate the above provisions may be deemed a nonresponsible bidder by the DOT.

In addition, no person with whom a State agency has contracted to provide consulting services to plan specifications for any contract, and no business with which such person is associated, may serve as a consultant to any person seeking to obtain such contract, serve as a contractor for such contract, or serve as a subcontractor or consultant to the person awarded such contract.

DOT employees who believe that a contractor or consultant may be in violation of any of these provisions should bring it to the attention of their manager.

### Training for DOT Employees

A copy of this policy will be posted throughout the Department, and provided to each employee either in hard copy or by e-mail. As set forth above, State law requires that certain employees involved in contractor/consultant/vendor selection, evaluation, or supervision must undergo annual ethics training coordinated or provided by the Ethics Compliance Officer. If you believe your duties meet these criteria, you should notify your Bureau Chief to facilitate compilation of a training schedule. In addition, the DOT Ethics Compliance Officer can arrange for periodic ethics training provided by the Office of State Ethics. Finally, the Department will make available, on its web site or otherwise, a copy of this policy to all vendors, contractors, and other business entities doing business with the Department.

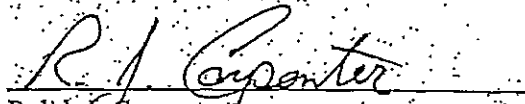


Important Ethics Reference Materials

It is strongly recommended that every DOT employee read and review the following:

- Code of Ethics for Public Officials, Chapter 10, Part 1, Conn. General Statutes Sections 1-79 through 1-89a found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp).
- Ethics Regulations Sections 1-81-14 through 1-81-38, found at: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp)
- The Office of State Ethics web site includes summaries and the full text of formal ethics advisory opinions interpreting the Code of Ethics, as well as summaries of previous enforcement actions: [www.ct.gov/ethics/site/default.asp](http://www.ct.gov/ethics/site/default.asp). DOT employees are strongly encouraged to contact the Department's Ethics Compliance Officer or her designee, or the Office of State Ethics with any questions or concerns they may have.

(This Policy Statement supersedes Policy Statement No. F&A-10 dated January 6, 2006)

  
Ralph J. Carpenter  
COMMISSIONER

Attachment

List 1 and List 3

(Managers and supervisors are requested to distribute a copy of this Policy Statement to all employees under their supervision.)

cc: Office of the Governor, Department of Administrative Services, Office of State Ethics

Master Municipal Agreement for Construction Projects  
Schedule M

TITLE VI CONTRACTOR ASSURANCES

For this document Contractor means Consultant, Consulting Engineer, Second Party, or other entity doing business with the State and Contract shall mean the same as Agreement.

During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation (hereinafter, "USDOT"), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Subsection 5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Connecticut Department of Transportation (ConnDOT) or the Funding Agency (FHWA, FTA and FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to ConnDOT or the Funding Agency, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the ConnDOT shall impose such sanctions as it or the Funding Agency may determine to be appropriate, including, but not limited to:

- A. Withholding contract payments until the Contractor is in-compliance; and/or
- B. Cancellation, termination, or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the ConnDOT or the Funding Agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the ConnDOT to enter into such litigation to protect the interests of the Funding Agency, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**MASTER MUNICIPAL AGREEMENT  
FOR CONSTRUCTION PROJECTS**

THIS MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS ("Master Agreement") is entered into by and between the STATE OF CONNECTICUT, DEPARTMENT OF TRANSPORTATION, (the "DOT"), and the TOWN OF Ledyard, 741 Colonel Ledyard Highway, Ledyard, CT 06339 (the "Municipality"). The DOT or the Municipality may each be referred to individually as the "Party" and collectively may be referred to as the "Parties."

WHEREAS, the Municipality undertakes, and may financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the DOT, the federal government, or both;

WHEREAS, the DOT is the authorized entity responsible for distributing the state and federal government financial assistance with respect to these municipal projects; and

WHEREAS, on a project-by-project basis either the DOT or the Municipality takes on the responsibility of administering the construction phase of a particular municipal project, and the parties wish for this Master Agreement to address both DOT-administered and Municipality-administered projects;

WHEREAS, the Commissioner is authorized to enter into this Agreement and distribute state and federal financial assistance to the Municipality for these projects pursuant to § 13a-98i and § 13a-165 of the Connecticut General Statutes; and

WHEREAS, the DOT and the Municipality wish to set forth their respective duties, rights, and obligations with respect to these projects that are undertaken pursuant to this Master Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE THAT:

**Article 1. Definitions.** For the purposes of this Master Agreement, the following definitions apply:

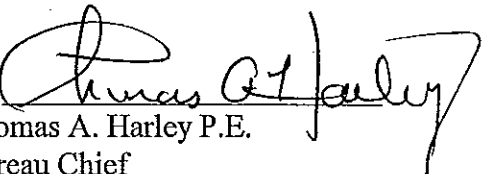
1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.2 "Administer," "Administering" or "Administration" of the Construction Project means conducting and managing operations required to perform and complete the Construction Project, including performing the construction work by either the Municipality or the DOT, as applicable to the particular Construction Project, in whole or in part, advertising and awarding any contract(s) for performance of the work by contractor(s) in whole or in part, or any combination thereof, and undertaking all of the administrative-duties related to and required for the completion of the Construction Project.

**Master Municipal Agreement for Construction Projects**

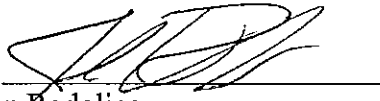
The parties have executed this Master Agreement by their duly authorized representatives on the day and year indicated, with full knowledge of and agreement with its terms and conditions.

**STATE OF CONNECTICUT**  
**Department of Transportation**  
**James Redeker, Commissioner**

By   
Thomas A. Harley P.E.  
Bureau Chief  
Bureau of Engineering and Construction

Date: Jan 21, 2014

**TOWN OF LEDYARD**

By   
John Rodolico  
Mayor

Date: 1/10/14



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION

2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546



Office of the  
Commissioner

An Equal Opportunity Employer

Delegation of Authority  
Authorized by Sections 13b-17 and 13b-20 of the  
Connecticut General Statutes, As Amended

Know All Ye Persons By These Presents, That I, James Redeker, Commissioner of Transportation, as authorized by Section 13b-17 and Section 13b-20 of the Connecticut General Statutes, as amended, do hereby delegate to Thomas A. Harley, Bureau Chief of the Bureau of Engineering and Construction and who also serves as the Chief Engineer, Department of Transportation, the duties and responsibilities which relate to all day-to-day operational and administrative activities and functions for the Bureau of Engineering and Construction and the authority to sign any agreement, contract, document, or instrument pertaining to the above which I am authorized to sign for said Bureau.

James Redeker  
Commissioner

Date: 8.26.11



**TOWN OF LEDYARD  
CONNECTICUT  
TOWN COUNCIL**

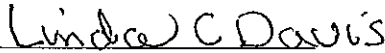
741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339-1551  
(860) 464-3203  
FAX (860) 464-1485  
[council@ledyardct.org](mailto:council@ledyardct.org)

Chairman Linda C. Davis

**CERTIFIED RESOLUTION  
MASTER MUNICIPAL AGREEMENT FOR CONSTRUCTION PROJECTS**

RESOLVED: that the Honorable, John Rodolico, Mayor is hereby authorized to sign the agreement entitled, "*Master Municipal Agreement for Construction Projects.*"

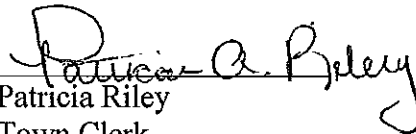
Adopted by the Ledyard Town Council on: January 8, 2014

  
Linda C. Davis, Chairman

.....

IN WITNESS HEREOF, I, Patricia Riley, the duly qualified and acting Clerk of the Town of Ledyard, Connecticut, do hereby certify that the above resolution was adopted at a regular meeting of the Town of Ledyard, held on January 8, 2014, and is on file of record, and that said resolution has not been altered, amended or revoked and is in full force and effect.

(seal)

  
Patricia Riley  
Town Clerk

To: Agreement Files

From: Gary W. Belina Fiscal Admin.  
Manager I, Department of Transportation

Date: 1/14/13

Re: Contract Approval Request Agreement No. 7.17-03(13)

Attached for your Office's review and approval is a contract between State of Connecticut and Town of Ledyard Master Municipal Agreement in the amount of \$Charges to be made on a project by project from appropriate funding sources.

The contract contains the following:

1.  Dated signature of the parties involved, at page 36.
2.  Reference to the agency's statutory authority to contract, at page 1, 4th Whereas Clause.
3.  The contractor is a governmental entity, from outside of Connecticut, reference to the contractor's statutory authority to contract, at page \_\_\_\_\_. N/A
4.  Audit clause for State grants (§7-396a), at page Schedule K, Pgs. 3, 4 Art. 8. N/A
5.  Whistleblower provision, if value of non-public works contract > \$5MM (§4-61dd(e)), at page \_\_\_\_\_. N/A
6.  Public records provision, if contract exceeds \$2.5MM (§1-218), at page NA. N/A
7.  Provision making Connecticut law applicable and the State of Connecticut the venue, at page 34, Art. 18. If omitted or changed, attached is agency's memo with appropriate justification.
8.  Provision allowing termination "in the best interests of the state" (for convenience), at page 26, Art. 13.2. If omitted or changed, attached is agency's memo with appropriate justification.
9.  Provision concerning tangible personal property (§12-411b), at page NA. N/A
10.  Provision obligating contractor to indemnify and hold harmless the State, at page 32, Art. 16. If omitted or changed, attached is agency's memo with appropriate justification.
11.  Provision declaring the non-waiver of State's immunity, at page 33, Art. 17.1. If omitted or changed, attached is agency's memo with appropriate justification.
12.  Provision concerning State Ethics Commission's summary of ethics laws (§1-101qq), at page \_\_\_\_\_. N/A
13.  Provision concerning audit and inspection of plants, places of business and records (§4e-29 and §4e-30), at page N/A.
14.  Provision concerning accountability, transparency and results based outcomes (§4e-14), at page N/A. Currently not required.
15.  Provision concerning campaign contribution restrictions if contract value > \$50K or if value of all of contractor's contracts > \$100K in calendar year (OPM Requirement), at page \_\_\_\_\_. N/A
16.  Provision concerning protection of confidential information (Governor's requirement), at page NA. If omitted or changed, attached is a written authorization from the Governor's Office. N/A
17.  Payment schedule or statement of payment, at page Pg. 6, Art. 3.1.
18.  Provision concerning Executive Order Nos. 3, 7C, 14, 16 and 17, at page Schedule K, Pg. 1, Art. 1. If omitted or changed, attached is a written authorization from the Governor's Office.
19.  Nondiscrimination provisions (§4a-60 and §4a-60a), at page N/A. If omitted or changed, attached is a written authorization from CHRO. Political subdivisions, quasi-publics and other government entities are statutorily exempt. N/A

In addition, I am also duly authorized to confirm, and have verified that the contract DOES NOT include any provisions which:

- 34.  Incorporate into the contract additional terms and conditions that are found on a non-State website.
- 35.  Permit the filing of liens against the State.
- 36.  Obligate the State to indemnify or hold harmless the contractor.
- 37.  Make the State subject to binding arbitration.
- 38.  Waive or modify the implied warranties of fitness or merchantability. If waived or modified, attached is agency's memo with appropriate justification.
- 39.  Indicate that the contract has expired or terminated.

COMMENTS:

Revision of November 2011



JAN 22 2014

|                                     |  |                     |
|-------------------------------------|--|---------------------|
| DEPARTMENT<br><b>Transportation</b> | DIVISION<br>Thomas A. Harley, P.E., Bureau Chief<br>Bureau of Engineering and Construction | DATE<br>1-21-14     |
| CONTACT PERSON<br>Gary W. Belina    | TITLE<br>Fiscal/Administrative Manager I   | PHONE NO.<br>X 3134 |

|   |   |   |  |  |      |
|---|---|---|--|--|------|
| DESCRIPTION OF CONTRACT OR LEASE  | CONTRACTOR OR LESSOR <b>Town of Ledyard</b>   |   |  |  |      |
|   | Agreement No. 7.17-03(13) Core No. 14DOT0128AA  |   |  |  |      |
|   | IS CONTRACTOR A CURRENT OR RETIRED STATE EMPLOYEE?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (if current, attach statement from agency head attesting to his/her availability)                   |   | CONTRACT OR LEASE PERIOD:                | FROM *                                   | TO * |
|   | TYPE OF CONTRACT OR LEASE<br><input type="checkbox"/> AMENDMENT OF EXISTING CONTRACT/LEASE <input type="checkbox"/> RENEWAL <input checked="" type="checkbox"/> NEW * Ten (10) years from the date DOT executes the Agreement |   |  |  |      |
|   | Complete below where applicable   |   |  |  |      |
|   | FREQUENCY:  | <input type="checkbox"/> HOURS                    | VISITS (length) <input type="checkbox"/> | OTHER (Specify) <input type="checkbox"/> |      |
|   | RATE:   | IF CONTRACT <input type="checkbox"/> PER HOURS    | <input type="checkbox"/> PER VISIT       | OTHER (Specify) <input type="checkbox"/> | \$   |
|   |   | IF LEASE <input type="checkbox"/> PER SQUARE FOOT |  | OTHER (Specify) <input type="checkbox"/> | \$   |
|   | FUNDING   | General   |  |  | \$   |
|   |   | Other:  |  |  | \$   |
| TOTAL COST  |   |   |  | \$ 0**                                   |      |
| IS THIS CONTRACT/ LEASE "RETRO-ACTIVE"? (if Yes, attach explanation) ** Charges to be made on a project-by-project basis from appropriate funding source<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO N/A |   |   |  |  |      |

|  |     |
|--|-----|
| EXPLANATION OF COST INCREASE (if applicable) | N/A |
|--|-----|

|                              |   |
|------------------------------|---|
| REASON FOR CONTRACT OR LEASE | This Master Municipal Agreement allows the Municipality to have the possibility to financially participate in, municipal projects to construct improvements to locally-maintained roadways, structures and transportation enhancement facilities that are eligible for government financial assistance from the State, the federal government, or both. |
|------------------------------|---|

|                   |   |
|-------------------|---|
| PROPOSALS OR BIDS | ARE THESE SERVICES OBTAINABLE THROUGH OTHER STATE AGENCIES? (if YES, explain why not being utilized)<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                                 |
|                   | WERE COMPETITIVE BIDS OR ALTERNATIVE PROPOSALS SOUGHT? (if YES, briefly summarize on an attached sheet) (if NO, explain why not)<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO N/A |

| FOR USE OF OFFICE OF POLICY AND MANAGEMENT ONLY                                  |  |  |  |   |  |
|--|--|--|--|---|--|
| ARE FUNDS AVAILABLE?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |  | IS THERE NEED FOR SERVICE/LEASE?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |  | MANAGEMENT DIVISION IF APPLICABLE<br><input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached |  |
|  |  |  |  | BUDGET DIVISION<br><input type="checkbox"/> RECOMMEND APPROVAL <input type="checkbox"/> RECOMMEND DISAPPROVAL <input type="checkbox"/> See attached                   |  |

|                        |  |
|------------------------|--|
| Enc. 1                 | Roger Levesque/rl  |
| ANALYST RECOMMENDATION | bcc: Thomas A. Harley<br>Timothy M. Wilson - Hugh H. Hayward<br>Eugene V. Falcone - Robert W. Harrison - Ava M. Torello - Courtney R. Blanks<br>Mario F. Torcia<br>Barbara E. Farnsworth<br>Charles F. Roman - Gary W. Belina - Glenn R. Hunter - Angelo Fazio |

Agreement Title or Description Master Municipal Agreement for Construction Projects Town of Ledyard

State Project No(s). Various

If multiple State projects, please break out amounts. List on separate sheets if necessary.

Negotiations Committee action completed \_\_\_\_\_ Date

Draft approved by Federal: Highway Administration ( )  
Aviation Administration ( )  
Other ( ) \_\_\_\_\_ Date

A. To be completed by unit originating Agreement. Highway Design-Local Roads Unit Name \_\_\_\_\_ Date \_\_\_\_\_

Will this agreement result in expenditure of State and/or Federal Funds?  
\_\_\_\_ No IF NO, PLEASE FORWARD PACKAGE DIRECTLY TO CONTRACT COMPLIANCE

\_\_\_\_ Yes Please complete the following:  
Total Agreement Amount \* \_\_\_\_\_ Master Municipal Agreement \$ for various Projects  
If a Supplemental Agreement, enter amount of previous Agreement (s) ( \_\_\_\_\_ NA \_\_\_\_\_ )  
Net amount to be certified by this CON-128 \$ \_\_\_\_\_ NA \_\_\_\_\_

\* \* If this is a Town/State Agreement, enter the maximum reimbursement due to the Town.  
If this is a Utility Agreement, enter the State and/or Federal share.

B. Funding: Net amount to be certified by this CON-128 Federal \$ see note 1 0 note 1 – charges to be determined on project by project basis from appropriate funding sources.  
State \_\_\_\_\_ 0  
Other \_\_\_\_\_ 0  
Total \$ \_\_\_\_\_ 0

I certify sufficient funds are available/programmed.  
1. Operating Funds: \_\_\_\_\_ Unit NA Budget Coordinator Jan Meyer Date 1/21/14  
2. Capital funds: ( ) Bonds  
( ) Revenue Construction Appropriations  
( ) Other \_\_\_\_\_ NA \_\_\_\_\_ Date \_\_\_\_\_  
3. Federal Funds: \_\_\_\_\_ NA \_\_\_\_\_ Date \_\_\_\_\_

C. I certify that the subject Agreement has been reviewed by this Office Re: Civil Rights and Affirmative Action.  
Priscilla Collins 1/21/14  
Director of Contract Compliance Date

D. Final Agreement Package checked by \_\_\_\_\_ Date 1-21-14  
DBE See note 2 % SBE See note 2 % SBE/MBE See note 2 % note 2 – goals to be determined on project by project basis.  
DBE \$ \_\_\_\_\_ SBE \$ \_\_\_\_\_ SBE/MBE \$ \_\_\_\_\_

I certify that I have reviewed the subject Agreement and recommend that it be signed. I also certify that the percentages and amounts (if applicable) stated immediately above are correct for this Agreement.  
Title: PRIN ENG Originating Unit HUGH HATWOOD Name 1-21-14 Date

Fiscal Administrative Manager I Agreement Section Harry Behr Name 1-21-14 Date

To:  
From: Transportation Director of Contract Administration

The above concerned personnel have reviewed the subject Agreement package and I recommend that the Agreement be signed.

Harry Behr for Charles Roman 1-21-14  
Transportation Director of Contract Administration Date

## Belina, Gary W

---

**From:** Arnold, Nancy  
**Sent:** Friday, January 24, 2014 9:48 AM  
**To:** Belina, Gary W  
**Subject:** RE: MMAC Ledyard Town of (Agreement Signatory Approval form)

Approved; hard copy to follow

Nancy E. Arnold  
Assistant Attorney General  
Office of the Attorney General  
55 Elm Street  
Hartford, CT 06106

**Phone:** 860.808.5090  
**Fax:** 860.808.5384  
**Email:** [Nancy.Arnold@ct.gov](mailto:Nancy.Arnold@ct.gov)  
**URL:** <http://ct.gov/ag/>

**CONFIDENTIAL INFORMATION:** The information contained in this e-mail is confidential and is intended for the use of the recipient. If the recipient of this e-mail is not the intended recipient, you are responsible to return the e-mail to the sender. If you are requested to delete this e-mail immediately and do not disseminate or distribute a copy. If you have received this e-mail by mistake, please notify us immediately by replying to the message so that we can take appropriate action immediately and see to it that this mistake is rectified.

---

**From:** Belina, Gary W  
**Sent:** Friday, January 24, 2014 7:46 AM  
**To:** Arnold, Nancy  
**Subject:** MMAC Ledyard Town of (Agreement Signatory Approval form)

Hi Nancy:

Please see attached PDF, which contains Agreement Signatory Approval form for MMAC Ledyard.

Thanks Gary

**Belina, Gary W**

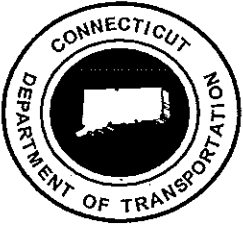
---

**To:** Arnold, Nancy  
**Subject:** MMAC Ledyard Town of (Agreement Signatory Approval form)  
**Attachments:** ledyard\_201401240749.pdf

Hi Nancy:

Please see attached PDF, which contains Agreement Signatory Approval form for MMAC Ledyard.

Thanks Gary



## Connecticut Department of Transportation

**Date:** January 23, 2014

**To:** Nancy Arnold, Assistant Attorney General, Office of Attorney General

**From:** Gary W. Belina, Fiscal/Administrative Manager X3134

**RE:** Agreement Signatory Approval

---

Attached for your review are the resolution indicating authority to sign the agreement, the first page of the agreement, and the signatory page in connection with the execution of the following Master Municipal Agreement for Construction Projects:

**Second Party:** Town of Ledyard

**Agreement Number:** 7.17-03(13)

**Description:** Master Municipal Agreement for the Construction of locally-maintained roadways, structures, and transportation enhancement facilities that are eligible for governmental financial assistance.

Please indicate your disposition in the space provided so we may proceed with the release of the agreement.

Approved: \_\_\_\_\_

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

Disapproved: \_\_\_\_\_

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

GWB/gwb  
Attachments

INTEROFFICE COMMUNICATION

JAN 30 2014  
#2 to unit

TO: Hugh H. Hayward

FROM: Gary W. Belina

---

Agreement With: Ledyard Town of

Agreement No. : 7.17-03(13)

Project No. or  
Identifier:

Federal Number:

CORE Contract ID: 14DOT0128AA

REQUEST: Please forward attached No. 2 copy of Agreement to Second Party. Conformed  
copies are being prepared.

INTEROFFICE COMMUNICATION

JAN 27 2014  
fiscal

TO: Mario Torcia

FROM: Gary W. Belina

Agreement With: Ledyard Town of

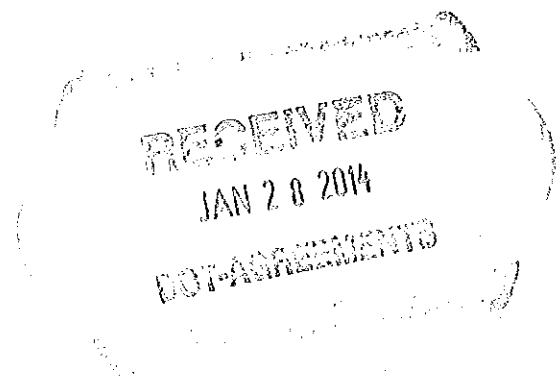
Agreement No. : 7.17-03(13)

Project No. or  
Identifier:

Federal Number:

CORE Contract ID: 14DOT0128AA

REQUEST: Please release as soon as possible.

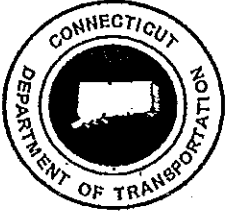


cc: Eugene V. Falcone - Robert W. Harrison - CORE

REPLY:

DATE:

Released  
1/28/14  
Angela Collins



Connecticut Department of Transportation

Date: January 23, 2014

*FW*  
*TD*  
To: Nancy Arnold, Assistant Attorney General, Office of Attorney General  
From: Gary W. Belina, Fiscal/Administrative Manager X3134  
RE: Agreement Signatory Approval

---

Attached for your review are the resolution indicating authority to sign the agreement, the first page of the agreement, and the signatory page in connection with the execution of the following Master Municipal Agreement for Construction Projects:

Second Party: Town of Ledyard

Agreement Number: 7.17-03(13)

Description: Master Municipal Agreement for the Construction of locally-maintained roadways, structures, and transportation enhancement facilities that are eligible for governmental financial assistance.

Please indicate your disposition in the space provided so we may proceed with the release of the agreement.

Approved: *Gary W. Belina* *AA*  
Date: 1/24/14

Disapproved: \_\_\_\_\_

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

GWB/gwb  
Attachments



INTEROFFICE COMMUNICATION

JAN 28/2014,  
*printing*

TO: See Distriton below

FROM: Gary W. Belina

---

Agreement With: Ledyard Town of

Agreement No. : 7.17-03(13)

Project No. or  
Identifier:

Federal Number:

CORE Contract ID: 14DOT0128AA

cc: Hugh Hayward  
Robert W. Harrison  
Gary W. Belina  
District ( 2 )

RECEIVED  
JAN 30 2014  
DOT-TRANS-PLANNING-INFO



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

---

**File #:** 23-2357

**Agenda Date:** 1/3/2024

**Agenda #:** 5.

---

## FINANCIAL BUSINESS REQUEST (FBR)

### **Motion/Request:**

MOTION to appropriate the proceeds in the amount of \$260,895 from the sale of 332 Colonel Ledyard Highway to the following Accounts:

- \$95,500.00 to Account #21040111-58240 (Building Renovations - Public Works)
- \$110,000.00 to Account #21040101-57315 (Pooled Vehicles - Public Works)
- \$3,193.85 to Account #10110203-56900 (Other Supplies - Administrative Support)
- \$2,201.15 to Account #10110201-58790 (Contingency - Mayor's Office)
- \$50,000.00 to CNR Account #21090305-68290 (Open Space)

### **Background:**

A special town meeting was held on September 27, 2023 to consider and vote upon the following:

“Shall the Town of Ledyard sell the town-owned residential property located at 332 Colonel Ledyard Highway to Leonard D. Sherman for Two Hundred and Eighty Thousand Dollars (\$280,000)?

There were nineteen (19) people in attendance and zero (0) remote.

The townspeople approved the sale of the property in a unanimous vote.  
(Please see attached documentation - Special Town Meeting Minutes)

The Town of Ledyard received proceeds from the sale of 332 Colonel Ledyard Highway in the amount of \$260,895.

(Please see attached documentation - Purchase Sale Agreement 332 Colonel Ledyard Highway, 332 CLH Check 11.171.2023)

### **Department Comment/Recommendation:**

(type text here)

### **Finance Director Comment/Recommendation:**

(type text here)

**Mayor Comment/Recommendation:**  
(type text here)



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



Buyer: Leonard D Sherman
Address: 98 Fairy Dell Rd. Clinton, CT 06413
Seller: Town of Ledyard
Address: 332 Colonel Ledyard Hwy. Ledyard, CT 06339

Seller agrees to sell, and Buyer agrees to purchase certain real property known as 332 Colonel Ledyard Hwy Ledyard, CT, more fully described in the land records, town of Ledyard, CT in Vol 559 Page 54.

1. PURCHASE PRICE..... \$ 280,000.00

Payable as follows:

- A. By initial deposit with this Agreement, subject to collection ..... \$ 1,000.00 A.
B. By additional deposit on or before ..... \$ ..... B.
C. By proceeds from institutional financing ..... \$ 224,000.00 C.
D. By proceeds from Seller financing (see attached Addendum) at closing..... \$ ..... D.
E. By cashier's or certified bank check, wire transfer or attorney trustee check at closing..... \$ 55,000.00 E.

2. FINANCING: (Check as applicable)

- A. [ ] Cash transaction. There is no mortgage contingency.
B. [ ] Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Contingency For Sale Of Buyer's Property addendum.
C. [X] Mortgage financed transaction: (Check all that apply)
Mortgage Type: [X] Conventional [ ] FHA [ ] VA [ ] USDA [ ] Renovation Type: [ ] Other
Mortgage Terms: Initial interest rate not to exceed: PR % Amortized term: 30 Points:
[X] Fixed [ ] Variable [ ] CHFA [ ] Down Payment Assistance (DAP)

Mortgage Contingency: Buyer agrees to apply for a mortgage within 2 calendar days of Seller's acceptance. If Buyer fails to make formal application by said date, Buyer shall be in default of this Agreement. Mortgage commitment shall be obtained on or before 9.28.2023 [Mortgage Commitment Date]. It is further agreed that if, after diligent effort, Buyer is unable to obtain the mortgage commitment, then all deposits shall be returned to Buyer, provided Seller has received written notice from Buyer with proof of inability on or before the Mortgage Commitment Date, whereupon this Agreement shall be null and void. In the event Seller has not received said notice, then this mortgage contingency shall be deemed satisfied. Buyer grants permission to the lending institution to provide status of his/her loan to the agents involved in this transaction. For renovation loan financing, this Agreement is contingent on mortgage commitment and the Buyer's acceptance of additional required improvements as determined by the lender on or before the Mortgage Commitment Date.

3. APPRAISAL CONTINGENCY: (Check only one)

- A. [ ] This Agreement is not subject to an appraisal contingency.
B. [ ] VA Addendum.
C. [ ] FHA Addendum.
D. [X] Buyer shall obtain an appraisal report from a Connecticut Certified Residential Appraiser on or before 9.15.2023 [Appraisal Report Receipt Date]. If the appraisal report provides an appraised value less than the purchase price, the Buyer may terminate this Agreement by giving Seller a copy of the appraisal report and written notice within five (5) days of the Appraisal Report Receipt Date, unless the Appraisal is received sooner, in which case the written notice must be given to Seller within five (5) days of Buyer's receipt of the appraisal report. If Buyer fails to provide Seller with such notice, the parties shall be bound to perform their obligations under this Agreement. If Buyer terminates this agreement as provided herein, the deposits shall be returned to Buyer.

4. SELLER CREDIT FOR BUYER CLOSING EXPENSES: Seller agrees to credit Buyer at closing up to \$ 0 toward Buyer's closing costs, pre-paid expenses, discount points, and any other costs allowable by the lender. If Buyer's lender restricts the allowable Seller credit, then Seller's actual and total credit shall be limited to the allowable amount.

5. CLOSING: Seller shall deliver to Buyer a good and sufficient Warranty (or Warranty) Deed, conveying marketable title on or before 10.3.2023 [Closing Date].

6. ADJUSTMENTS: Unless otherwise stated in this Agreement, all adjustments of taxes, water, sewer, interest, condominium fees, rents, fuel, etc., will be made on the day of closing in accordance with the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

Buyer's Initials [ ds ] [ ] [ ] [ ] Seller's Initials [ ] [ ] [ ] [ ]

[Handwritten signature]



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



7. COMMISSION: The real estate agency/agencies in this transaction is/are Keller Williams Coastal & RE/MAX Realty Group. Unless otherwise provided for within this Agreement, Seller agrees to pay the real estate commission, as per the Listing Agreement, at the time of closing.

8. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission including fax, e-mail or any technology having digital, magnetic, wireless, optical, electromagnetic or similar capabilities. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions. Each party will promptly inform the other in writing of any change in e-mail address, cell or fax number. Contacts for the real estate agencies in this transaction are:

Buyer's Agent: Jessica L Gardner Seller's Agent: Carol Christiansen
Fax number: Fax number:
E-mail address: YourRealtorJessG@gmail.com E-mail address: cchristiansen@sbcglobal.net
Cell Phone number: (401) 932-4326 Cell Phone number: (860) 464-0443

9. ENCUMBRANCES: The Certificate of Title, if desired, shall be provided by and at Buyer's expense. Unless otherwise noted the property will be conveyed free and clear of liens and subject to all provisions of any ordinance, municipal regulation, public or private law agreements, restrictions and easements of record, and facts disclosed by personal inspection of the property or an accurate survey, provided they do not render the property unmarketable pursuant to the Standards of Title as applied by the Connecticut Bar Association.

A sewer assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.
A water assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.
A gas assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.

10. FIXTURES AND PERSONAL PROPERTY: (Check only one)

- A. See Property Inclusion/Exclusion Addendum attached hereto and incorporated herein.
B. FIXTURES: Unless otherwise agreed in writing the premises to be conveyed shall include all fixtures including but not limited to screens, storm doors, storm windows, satellite dish, wall to wall carpeting, blinds, curtain rods and fixtures, awnings, shades, automatic water heaters, built-ins (dishwasher, oven/range, microwave, etc.), garage door opener(s) and remote control(s), plumbing, lighting, heating and air conditioning (excluding portable and leased equipment), and plants and shrubbery, all as now located on the property. Fixtures specifically excluded from the sale (Not applicable unless filled in): All appliances to convey.

PERSONAL PROPERTY: Unless otherwise agreed in writing the premises to be conveyed shall exclude personal property. Personal property specifically included in the sale with no value assigned to the purchase price or consideration paid by Buyer. (Not applicable unless filled in):

11. LEASED ITEMS: The following leased items are located on the Property: (Check as applicable)

Table with 3 columns: Item, To be removed by Seller, To be transferred to Buyer, Lease Company Name. Rows include Propane Tank(s), Security system/equipment, Solar Panels (see addendum), and Other Leased Items.

12. SELLER DISCLOSURES, NOTIFICATIONS AND OTHER SELLER CREDITS TO BUYER (Initial as Applicable)

- A. Buyer acknowledges receipt of a copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards from Seller. This disclosure is not for properties built on or after 1978.
B. Buyer acknowledges receipt of a copy of the Residential Property Condition Disclosure Report from Seller. In the event Seller has not furnished Buyer with the Residential Property Condition Disclosure Report when required by CGS Sec.20-327b and prior to Buyer's Execution of this Agreement, Seller shall credit Buyer \$500 at closing.
C. Smoke and Carbon Monoxide Detectors: In the event that Seller fails to comply with P.A. 13-272, Seller shall credit Buyer with the sum of \$250 at closing.
D. Pursuant to Section 22a-134f of the Connecticut General Statutes, Buyer is notified that the Department of Energy and Environmental Protection [DEEP] is required to furnish lists to the Town Clerk's office of hazardous waste facilities located within a town. Buyer should refer to these lists, the DEEP, the Environmental Protection Agency, the National Response Center, the Department of Defense, and third-party providers for information on environmental questions concerning the Property and the lands surrounding the Property.
E. Pursuant to PA 07-214, Buyer is notified that lists of properties on which hunting or shooting sports are conducted may be available from the Town Clerk's office of the towns where said properties are located. Buyer should refer to these lists for information.

Buyer's Initials [Signature] Seller's Initials [Signature]

Signature of Buyer



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



13. EXAMINATION OF PREMISES: Buyer represents that Buyer has examined said property, including fixtures and personal property that convey, and is satisfied with the physical condition thereof, subject to any additional provisions and/or any inspections/tests made a part of this Agreement.

14. INSPECTIONS AND TESTS: Check the appropriate boxes in Section 14.C for all inspections/tests that Buyer elects to have performed on the property. Buyer shall obtain the written reports from such inspections/tests on or before 8.31.2023 [Inspection Report Receipt Date].

If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

Buyer initial as appropriate:

A. [ ] [ ] [ ] For "target housing" only, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead based paint hazards in the property.

B. [ ] [ ] [ ] Buyer elects to perform no inspections/tests.

C. [ ] [ ] [ ] Buyer elects to perform the inspections/tests checked below.

- Lead Based Paint, Structural/Mechanical, Wood Destroying Organism, Swimming Pool, Asbestos, Water Quality, Chimney, Other: Inspections for informational purposes only, Radon in Air, Well Water System, On-Site Sewage System

D. When checked, Seller shall be responsible for:

- Providing access and working utilities for inspections, including fuel oil or gas for heating equipment. The cost of exposing cover(s), refilling excavation of On-Site Sewage System. The cost of pumping/disposal of on-site sewage waste at the time of On-Site Sewage System inspection.

15. REMEDIES FOR INSPECTION: The remedies in Section 15.A and 15.B apply only to the findings in the inspections/tests reports that are: checked in Section 14.C, received on or before the Inspection Report Receipt Date, and have been declared unacceptable by Buyer.

A. Remedy for Unacceptable Inspection/Test Results: If Buyer deems the results of any inspection/test to be unacceptable, Buyer may request that Seller remedy the unacceptable condition by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date unless the written report is received sooner, in which case the written notice must be within five (5) days of Buyer's receipt of said report.

B. Termination and Release of Deposit: If, for any reason, Buyer is not satisfied with the results of an inspection/test, Buyer may terminate this Agreement by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date unless the written report is received sooner, in which case the written notice must be within five (5) calendar days of Buyer's receipt of said report.

16. FINAL WALK-THROUGH BY BUYER: Buyer has the right to inspect repairs and make a final walk-through examination of the premises prior to the closing to verify that Seller has; 1) satisfied all remedies as required by this Agreement, 2) replaced or remedied any removed fixtures as agreed, if applicable, 3) met all contractual obligations, and is conveying the property in the same condition as it was at the signing of this agreement or as negotiated in the remedy for repairs.

17. OCCUPANCY: On the date and time of closing, Seller shall deliver full possession and occupancy of said premises to Buyer, free from all occupants and possessions, and broom clean, except as otherwise specifically provided herein.

Buyer's Initials [ ] [ ] [ ] Seller's Initials [ ] [ ] [ ]

Handwritten initials in a box with 'DS' above.



Eastern Connecticut Association of REALTORS®  
PURCHASE AND SALE AGREEMENT



**18. ASSIGNMENT and SURVIVORSHIP:** This Agreement may be assigned by either party without written consent of the other, but shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto. However, if this Agreement contains a provision for Seller financing, this Agreement may not be assigned without Seller’s written consent.

**19. RISK OF LOSS:** Risk of loss by fire, theft, or other casualty until delivery of the deed shall be upon the Seller. In the event of loss or damage that cannot be repaired by the time of closing so the property is in substantially the same condition as on the date of this Agreement, Buyer shall have the choice of:

- A. Receiving the benefit and proceeds of Seller's insurance coverage and taking title, or
- B. Rescinding this Agreement and any monies paid under this Agreement shall be returned to Buyer and all parties shall be relieved of further liability.

**20. DEPOSIT:** The deposit funds specified in Section 1 shall be made at the stated time(s) and applied towards Buyer’s down payment and/or closing costs. All deposits shall be made payable to the Listing Broker or RE/MAX Realty Group (hereinafter referred to as Escrow Agent), and shall be placed into a pooled, interest-bearing account as set forth in CGS Sec. 8-265f, with the interest payable to Connecticut Housing Finance Authority. At the time of closing, the Escrow Agent shall pay the deposit funds to the Seller. Except as herein authorized, the Escrow Agent shall not pay the deposit funds to anyone without the written consent of all parties to this Agreement or by court order. In the event any deposit funds payable pursuant to this Agreement are not so paid by Buyer, Seller may give written notice of such failure to Buyer at the address specified in this Agreement by certified mail, and if such notice is given and a period of five (5) calendar days thereafter elapses without Buyer having corrected such failure, Seller may (1) declare Buyer to be in default and (2) terminate this Agreement and the Seller shall be relieved of all obligations hereunder. The prevailing party in any legal action arising out of a dispute over the deposit shall be awarded reasonable attorneys’ fees.

**21. DEFAULT:** On default by either party, without the other party being in default, the party who is not in default shall have the right of proceeding with any remedy at law or in equity, or

- A. Buyer Default: Seller retaining the deposit money as liquidated damages.
- B. Seller Default: Buyer reclaiming the deposit money, plus an amount equal to the deposit money as liquidated damages.

**22. ADDITIONAL PROVISIONS:** Escalation Addendum.

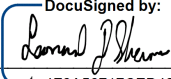
- Sale is strictly AS-IS, seller will not make any repairs. Inspections are for informational purposes only.
- Sale is subject to legislative body of approval and town meeting, anticipated to take 30-45 days.
- Actual acreage being conveyed is 1.044 acres. The property card has not been updated to reflect this change.
- The remaining acreage is being deeded to Avalonia Land Trust.
- Home must appraise at or above purchase price.

**23. ENTIRE AGREEMENT:** This Agreement and attached addenda (if any), represents the entire Agreement between the parties. It shall not be changed orally but only by a written instrument which is signed by all parties. The effective date of this Agreement shall be the date on which all signatures, and initials, have been affixed hereto.

**Notice:** When signed by all parties this Agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural.

**Notice:** This Agreement shall be interpreted pursuant to the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

**Notice:** For the purpose of providing notices under this Agreement, the term Buyer shall mean the Buyer, the Buyer’s agent, or the Buyer’s attorney and the term Seller shall mean the Seller, the Seller’s agent, or the Seller’s attorney.

|         |   |                          |          |           |
|---------|---|--------------------------|----------|-----------|
| Buyer : |  | 8/10/2023   10:39 AM PDT | Seller : | _____     |
|         | Signature   | Date                     |          | Signature |
| Buyer : | _____   | _____                    | Seller : | _____     |
|         | Signature   | Date                     |          | Signature |
| Buyer : | _____   | _____                    | Seller : | _____     |
|         | Signature   | Date                     |          | Signature |





Eastern Connecticut Association of REALTORS®  
ESCALATION ADDENDUM



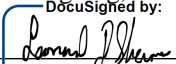
to the Purchase and Sale Agreement dated 8.6.2023 between Leonard D Sherman Buyer(s)  
and Town of Ledyard Seller(s), for the Property located at 332 Colonel Ledyard Hwy  
Ledyard, CT.

1. Should there be any other written offers submitted on the Property simultaneous to the presentation of this offer and equal to or greater than the Buyer's offering price of \$ 280,000.00, Buyer hereby agrees to pay \$ 3,000.00 more than the net purchase price (net is defined as the purchase price less any monetary concessions) of any other offer up to a maximum purchase price of \$ 290,000.00 (escalated purchase price) with all other terms and conditions of the Buyer's offer remaining the same, except as follows: \_\_\_\_\_.

2. If the appraised value is determined to be less than the escalated purchase price (appraisal gap or "gap"): (Check one)

- Buyer does not agree to pay any amount above appraised value regardless of escalated purchase price.
- Buyer agrees to pay ANY difference between appraised value and escalated purchase price and provide proof of funds for the gap.
- Buyer agrees to pay a maximum of \$ \_\_\_\_\_ above appraised value, not to exceed escalated purchase price, and will provide proof of funds for the gap.

3. Buyer has made this offer of their own volition and agrees to hold agents and Broker harmless regarding this negotiation. Having read and understood the foregoing, I/we the undersigned, hereby acknowledge the same to be a part of the Purchase and Sales Agreement.

DocuSigned by:  
Buyer Signature:  Date: 8/10/2023 | 10:39 AM PDT

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The following terms to be completed by the Seller or Seller's Authorized Agent upon acceptance of this Escalation Addendum:**

- A. The Purchase and Sales Agreement and this Addendum shall be modified with the following Purchase Price: \$ \_\_\_\_\_.
- B. The terms of the other bona fide offer from \_\_\_\_\_ (Brokerage), with a Purchase Price of \$ \_\_\_\_\_, and a Seller concession(s) \$ \_\_\_\_\_ yielding Net Purchase Price \$ \_\_\_\_\_ was received on \_\_\_\_\_.
- C. Seller hereby agrees to provide Buyer or Buyer's representative with a copy of the other bona fide offer prior to amending this Purchase and Sales Agreement to reflect the higher sales price. All offers shall be compared using the net purchase price. If Seller receives multiple offers with escalation clauses, this could result in the price escalating to the Buyer's maximum purchase price.
- D. The parties agree to: (check one)
  - Execute a new Purchase and Sales Agreement with all agreed upon changes from section 1 and 2 of this Addendum.
  - Modify the Purchase and Sales Agreement and initial all agreed upon changes from section 1 and 2 of this Addendum.

When signed by all parties this agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. Whenever a term herein references a gender, it is intended to apply to all genders and individuals not conforming to gender(s), and the singular shall include the plural.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_



STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
450 Columbus Blvd, Suite 901 ♦ Hartford, CT 06103



RESIDENTIAL PROPERTY CONDITION REPORT

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) requires the seller of residential property to provide this report to the prospective purchaser prior to the prospective purchaser's execution of any binder, contract to purchase, option, or lease containing a purchase option. These provisions apply to the transfer of residential real property of four dwelling units or less, including cooperatives and condominiums, made with or without the assistance of a licensed broker or salesperson. The seller will be required to credit the purchaser with the sum of \$500 at closing if the seller fails to furnish this report (Connecticut General Statutes Section 20-327c).

INSTRUCTIONS TO SELLERS:

- 1. You must answer all questions to the best of your knowledge.
2. You are required to identify and disclose any problems regarding the subject property.
3. Your real estate licensee cannot complete this form on your behalf.
4. "UNK" means Unknown, "N/A" means Not Applicable.
5. If you need additional space to complete any answer or explanation, attach additional page(s) to this form. Include subject property address, seller's name and the date.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose herein any knowledge of any problem regarding the following:

A. SUBJECT PROPERTY

- 1) Name of seller(s): TOWN OF LEDYARD
2) Street address, municipality, zip code: 332 COLONEL LEDYARD HWY. LEDYARD, CT. 06339

B. GENERAL INFORMATION

- 3) What year was the structure built? 1947
4) How long have you occupied the property? 0 If not applicable, indicate with N/A.
5) Does anyone else claim to own any part of your property, including, but not limited to, any encroachments? If yes, explain:
6) Does anyone other than you have or claim to have any right to use any part of your property, including, but not limited to, any easement or right of way? If yes, explain:
7) Is the property in a flood hazard area or an inland wetlands area? If yes, explain:

Seller Initials [Signature] Buyer Initials [Signature] Revised 10/2021

|     |    |     |     |   |  |
|-----|----|-----|-----|---|--|
| YES | NO | UNK | N/A | <b>B. GENERAL INFORMATION (Continued)</b> |  |
|-----|----|-----|-----|---|--|

- YES    NO    UNK    N/A  
 8) Are you aware of the presence of a dam on the property that has been or is required to be registered with the Department of Energy and Environmental Protection? If yes, explain:
- YES    NO    UNK    N/A  
 9) Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain:
- YES    NO    UNK    N/A  
 10) Is the property located in a municipally designated village district, municipally designated historic district, or listed on the National Register of Historic Places? If yes, explain:
 

**Note:** Information concerning village districts and historic districts may be obtained from the municipality's village district commission, if applicable.
- YES    NO    UNK    N/A  
 11) Is the property located in a special tax district? If yes, explain:
- YES    NO    UNK    N/A  
 12) Is the property subject to any type of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain:
- YES    NO    UNK    N/A  
 13) Is the property located in a common interest community? If yes, is it subject to any community or association dues or fees? Please explain:
- YES    NO    UNK    N/A  
 14) Do you have any knowledge of prior or pending litigation, government agency or administrative actions, orders or liens on the property related to the release of any hazardous substance? If yes, explain:

Property Address: 332 Col. Leo Hwy.

Seller Initials JG

Buyer Initials [Signature]



|     |    |     |     |                            |
|-----|----|-----|-----|----------------------------|
| YES | NO | UNK | N/A | <b>C. LEASED EQUIPMENT</b> |
|-----|----|-----|-----|----------------------------|

- 15) Does the property include any leased or rented equipment that would necessitate or oblige either of the following: the assignment or transfer of the lease or rental agreement(s) to the buyer or the replacement or substitution of the equipment by the buyer? If yes, indicate by checking all items that apply:
- YES    NO    UNK    N/A
- Propane fuel tank
  - Water heater
  - Security alarm system
  - Fire alarm system
  - Satellite dish antenna
  - Water treatment system
  - Solar devices
  - Major appliances
  - Other \_\_\_\_\_

|     |    |     |     |                                       |
|-----|----|-----|-----|---------------------------------------|
| YES | NO | UNK | N/A | <b>D. MECHANICAL/ UTILITY SYSTEMS</b> |
|-----|----|-----|-----|---------------------------------------|

- 16) Fuel types? OIL Are you aware of any heating system problems? If yes, explain:
- YES    NO    UNK    N/A
- 17) Hot water heater type? OFF BOILER Age: 13 Are you aware of any hot water problems? If yes, explain:
- YES    NO    UNK    N/A
- 18) Is there an underground storage tank? If yes, list the age of tank N/A and location: Basement - East Wall (NOT UST) INSTALLED IN 2010
- YES    NO    UNK    N/A
- 19) Are you aware of any problems with the underground storage tank? If yes, explain:
- YES    NO    UNK    N/A
- 20) During the time you have owned the property, has there ever been an underground storage tank located on the property? If yes, has it been removed?  Yes  No
- If yes, what was the date of removal \_\_\_\_\_ and what was the name and address of the person or business who removed such underground storage tank? \_\_\_\_\_
- Provide any and all written documentation of such removal within your control or possession by attaching a copy of such documentation to this form.
- 21) Air conditioning type:  Central;  Window; Other \_\_\_\_\_
- Are you aware of any air conditioning problems? If yes, explain
- YES    NO    UNK    N/A
- 22) Plumbing system problems? If yes, explain:
- YES    NO    UNK    N/A

Property Address: 332 Col. Led. Hwy. Seller Initials JBG Buyer Initials [Signature] Page 3 of 8

23) Electrical system problems? If yes, explain:

24) Electronic security system problems? If yes, explain:

25) Are there carbon monoxide or smoke detectors located in the dwelling on the property? If yes, state the number of detectors\_\_\_\_\_ and whether there have been problems with such detectors:

26) Fire sprinkler system problems? If yes, explain:

YES NO UNK N/A **E. WATER SYSTEM**

27) Domestic water system type:  Public;  Private well; Other\_\_\_\_\_

28) If public water:

a) Is there a separate expense/fee for water usage? If yes, is the expense/fee for water usage flat or metered?\_\_\_\_\_ Provide the amount of the expense/fee\_\_\_\_\_ and explain:

b) Are there unpaid water charges? If yes, state amount unpaid:\_\_\_\_\_

29) If private well:

Has the well water been tested for contaminants/volatile organic compounds? If yes, attach a copy of the report. If no report is available, provide name of entity that performed testing and describe results of such testing:\_\_\_\_\_

If public water or private well: Are you aware of any problems with the well or with the water quality, quantity, recovery, or pressure? If yes, explain:

YES NO UNK N/A **F. SEWAGE DISPOSAL SYSTEM**

30) Sewage disposal system type:  Public;  Septic;  Cesspool; Other:\_\_\_\_\_

Property Address: 332 Col. Leo Hwy.

Seller Initials BC

Buyer Initials [Signature]

31) If public sewer:

- a) Is there a separate charge made for sewer use? If yes, is it flat or metered? \_\_\_\_\_
- b) If it is a flat amount, state amount \_\_\_\_\_ and due dates: \_\_\_\_\_
- c) Are there any unpaid sewer charges? If yes, state the amount: \_\_\_\_\_

32) If private:

- a) Name of service company: ML County SEPTIC
- b) Date last pumped: FEB. 2018 Frequency of pumping during ownership: 1x
- c) For any sewage system, are there problems? If yes, explain:

|     |    |     |     |                          |
|-----|----|-----|-----|--------------------------|
| YES | NO | UNK | N/A | <b>G. ASBESTOS/ LEAD</b> |
|-----|----|-----|-----|--------------------------|

- 33) Are asbestos insulation or building materials present? If yes, location:
- 34) Is lead paint present? If yes, location:
- 35) Is lead plumbing present? If yes, location:

|     |    |     |     |   |
|-----|----|-----|-----|---|
| YES | NO | UNK | N/A | <b>H. BUILDING/ STRUCTURE/ IMPROVEMENTS</b> |
|-----|----|-----|-----|---|

- 36) Is the foundation made of concrete? If no, explain:
- 37) Foundation/slab problems or settling? If yes, explain:
- 38) Basement water seepage/dampness? If yes, explain amount, frequency and location:
- 39) Sump pump problems? If yes, explain:

Property Address: 332 Con. LEO. Hwy

Seller Initials AG

Buyer Initials [Signature]



40) Do you have knowledge of any testing or inspection done by a licensed professional related to a foundation on the property? If yes, disclose the testing or inspection method, the areas or locations that were tested or inspected, the results of such testing or inspection and attach a copy of the report concerning such testing or inspection. If no report is available, provide name of entity that performed testing and describe results of such testing:

41) Do you have knowledge of any repairs related to a foundation on the property? If yes, describe such repairs, disclose the areas repaired and attach a copy of the report concerning such repairs:

42) Do you have any knowledge related to the presence of pyrrhotite in a foundation on the property? If yes, explain:

43) Roof type: ASPHALT SHINGLE ; Age: 20+ yrs

44) Roof leaks? If yes, explain:

45) Exterior siding problems? If yes, explain:

46) Chimney, fireplace, wood or coal stove problems? If yes, explain:

47) Patio/deck problems? If yes, explain:

|     |    |     |     |   |
|-----|----|-----|-----|---|
| YES | NO | UNK | N/A | <b>H. BUILDING/ STRUCTURE/ IMPROVEMENTS (Continued)</b> |
|-----|----|-----|-----|---|

48) If patio/deck is constructed of wood, is the wood treated or untreated? TREATED

49) Driveway problems? If yes, explain:

50) Water drainage problems? If yes, explain:

51) Interior floor, wall and/or ceiling problems? If yes, explain:

52) Fire and/or smoke damage? If yes, explain:

53) Termite, insect, rodent or pest infestation problems? If yes, explain:

Property Address: 332 Col. L. Ho. Hwy.

Seller Initials: CC

Buyer Initials: 

- 54) Rot or water damage problems? If yes, explain:
- 55) Is the structure(s) insulated? If yes, type: \_\_\_\_\_; location:
- 56) Has a test for radon been performed? If yes, attach copy of the report. If no report is available, provide the name of entity that performed the testing and describe the results of such testing: \_\_\_\_\_
- 57) Is there a radon control system in place? If yes, explain:
- 58) Has a radon control system been in place in the previous 12 months? If yes, explain:

The seller should attach additional pages, if necessary, to further explain any item(s) above. Indicate here the number of additional pages attached: \_\_\_\_\_

*Questions or Comments? Consumer Problems? Visit the Department of Consumer Protection website at: [www.ct.gov/dcp](http://www.ct.gov/dcp)*

**IMPORTANT INFORMATION**

**(A) Responsibilities of Real Estate Brokers**

This report in no way relieves a real estate broker of his or her obligation under the provisions of section 20-328-5a of the Regulations of Connecticut State Agencies to disclose any material facts. Failure to do so could result in punitive action taken against the broker, such as fines, suspension or revocation of license.

**(B) Statements Not to Constitute a Warranty**

Any representations made by the seller on the written residential property condition report shall not constitute a warranty to the buyer.

**(C) Nature of Report**

This Residential Property Condition Report is not a substitute for inspections, tests, and other methods of determining the physical condition of the property.

**(D) Information on the Residence of Convicted Felons**

Information concerning the residence address of a person convicted of a crime may be available from law enforcement agencies or the Department of Public Safety.

**(E) Building Permits and Certificates of Occupancy**

Prospective buyers should consult with the municipal building official in the municipality in which the property is located to confirm that building permits and certificates of occupancy have been issued for work on the property.

**(F) Home Inspection**

Buyers should have the property inspected by a licensed home inspector.

Property Address: 332 Cor. Geo. Hwy.

Seller Initials TCY

Buyer Initials [Signature]

**(G) Concrete Foundation**

Prospective buyers may have a concrete foundation inspected by a licensed professional engineer who is a structural engineer for deterioration of the foundation due to the presence of pyrrhotite.

**(H) Dam**

Information concerning the registration and categorization of a dam on the property may be obtained from the Department of Energy and Environmental Protection.

**(I) Buyer's Certification**

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property for which the seller has no knowledge and that this report does not encompass those areas. The buyer also acknowledges that the buyer has read and received a signed copy of this report from the seller or seller's agent.

Date 8/10/2023 | 10:39 AM PDT Buyer  Buyer Leonard D Sherman  
Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Date \_\_\_\_\_ Buyer \_\_\_\_\_ Signature \_\_\_\_\_ Print Name \_\_\_\_\_

**(J) Seller's Certification**


To the extent of the seller(s) knowledge as a property owner, the seller acknowledges that the information contained above is true and accurate for those areas of the property listed. In the event a real estate broker or salesperson is utilized, the seller authorizes the brokers or salespersons to provide the above information to prospective buyers, selling agents or buyer's agents.

Date 8/3/23 Seller  Seller FRED B. ALLYN III  
Signature \_\_\_\_\_ Print Name DWN OF LEYARD

Date \_\_\_\_\_ Seller \_\_\_\_\_ Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Property Address: \_\_\_\_\_

Seller Initials \_\_\_\_\_

Buyer Initials 



### DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS (PURCHASE AND SALE)

Property Address: 332 Colonel Ledyard Hwy, Ledyard, CT 06339

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interests in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure (Initial)

*JBQ*

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

*JBQ*

(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Purchaser's Acknowledgment (Initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.

(e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and or lead-based hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (Initial)

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

#### Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

|                    |               |
|--------------------|---------------|
| <i>[Signature]</i> | <i>8/3/23</i> |
| Seller             | Date          |
| <i>[Signature]</i> | 08/04/23      |
| Agent              | Date          |
| Purchaser          | Date          |

|                |                             |
|----------------|-----------------------------|
| DocuSigned by: |                             |
| Seller         | 8/10/2023 Date 11:21 AM MDT |
| Agent          | 8/10/2023 Date 10:39 AM PDT |
| Purchaser      | Date                        |

### Mold and Mold-Forming Condition Disclosure

Date: 8/3/23

Seller(s): TOWN OF LEDYARD

Property Address: 332 COLONEL LEDYARD HWY, LEDYARD, CT.

Seller(s) certifies that to the best of Seller's(s)' knowledge and belief (check all that apply):

Seller(s) has no knowledge of the presence of conditions that could lead to the growth of mold (such as, but not limited to, excessive humidity, water leakage, drainage problems, flooding, etc).

Seller(s) has treated the Property Address above for mold growing on structural components such as beams, studs, posts, wall cavities or penetrating (growing below the surface) of walls, ceilings or floors ("penetrating" does not mean a small amount of mold or mildew growing on shower curtains, showers or bathtubs)

Please provide details- attach additional sheets if necessary

Seller(s) knows of the presence of conditions that could lead to the growth of mold (excessive humidity, water leakage, drainage problems, flooding, etc). (Please provide details)

Please provide details- attach additional sheets if necessary

The Seller(s) makes this disclosure knowing that the listing agent, the buyer agent, and any potential buyer(s) will rely on the information contained on this disclosure.

Seller's Signature

Seller's Signature

FRYD B. ALLYN III  
Print Name

Print Name

8/3/23  
Date

Date

I/We have received and read this form. Completion of this form does not mean that the Seller(s) has performed any investigation of the Property or that Seller(s) warrants that the Property is without mold.

Note: Mold is present in all homes, and there are currently no standards for the presence of mold or mold remediation. For further information see the Connecticut Department of Public Health's "Fact Sheet Mold in the Home: Health Concerns". The fact sheet is available at <http://www.state.ct.us/dph>.

DocuSigned by:  
[Signature]  
Buyer's/Tenant's Signature

Buyer's/Tenant's Signature



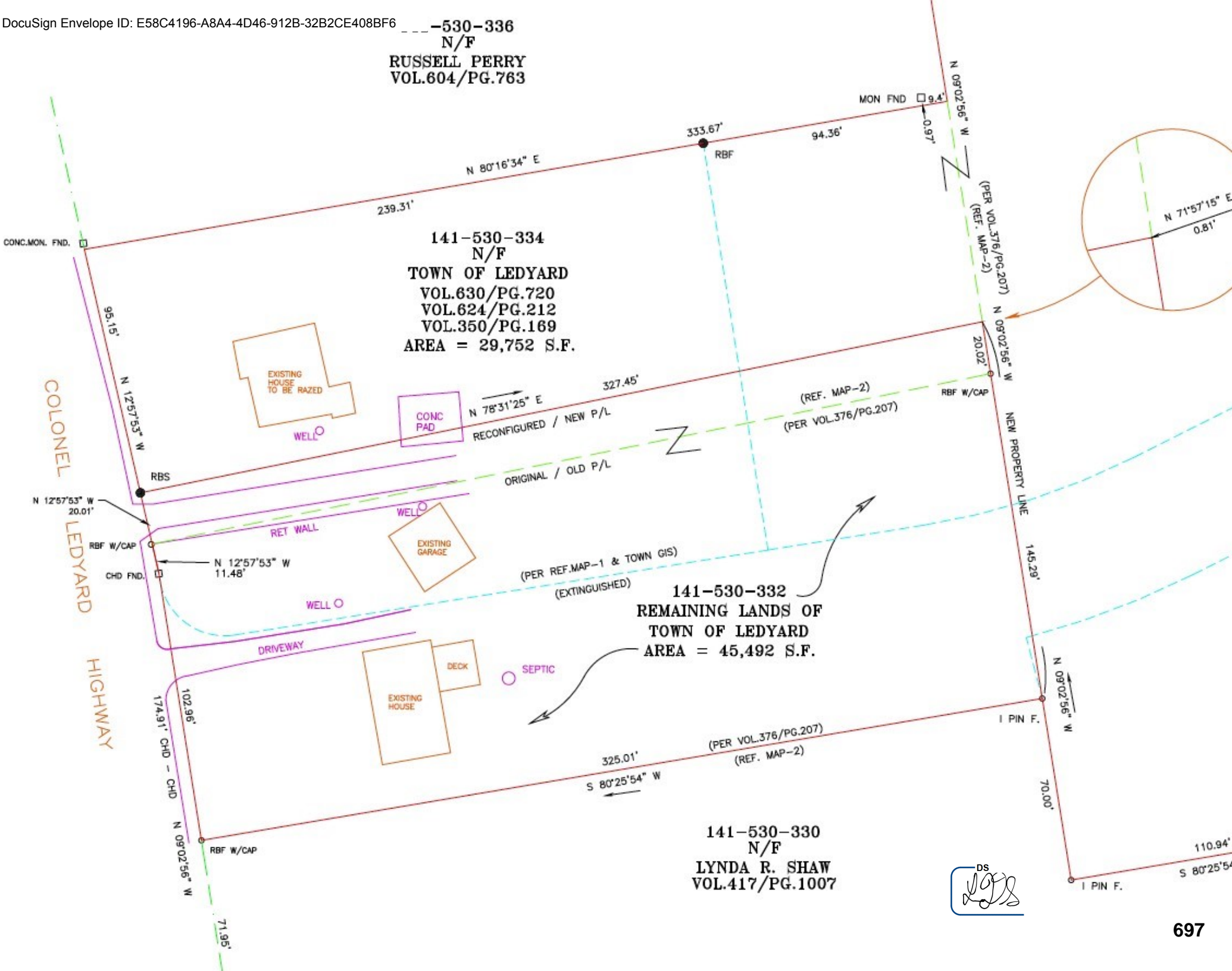


**-530-336**  
N/F  
**RUSSELL PERRY**  
VOL.604/PG.763

**141-530-334**  
N/F  
**TOWN OF LEDYARD**  
VOL.630/PG.720  
VOL.624/PG.212  
VOL.350/PG.169  
AREA = 29,752 S.F.

**141-530-332**  
**REMAINING LANDS OF**  
**TOWN OF LEDYARD**  
AREA = 45,492 S.F.

**141-530-330**  
N/F  
**LYNDA R. SHAW**  
VOL.417/PG.1007



DS  
*[Signature]*

**NOTICE OF SPECIAL TOWN MEETING  
TOWN OF LEDYARD  
SEPTEMBER 27, 2023**

A special town meeting of the electors and citizens qualified to vote in town meetings of the Town of Ledyard, Connecticut, will be held in a Hybrid Format (In-Person and Video Conference) at the Ledyard Town Hall Annex Building, Council Chambers, 741 Colonel Ledyard Highway in Ledyard, Connecticut, on the 27<sup>th</sup> day, September, 2023 at 6:30 p.m. for the following purpose:

To consider, discuss and vote upon the following:

“SHALL THE TOWN OF LEDYARD SELL THE TOWN-OWNED RESIDENTIAL PROPERTY LOCATED AT 332 COLONEL LEDYARD HIGHWAY TO LEONARD D. SHERMAN FOR TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000)?”

Please join the Special Town Meeting in-person or remotely as follows:

In-Person attendance will be at the  
Council Chambers, Town Hall Annex Building  
741 Colonel Ledyard Highway, Ledyard, Connecticut

Please join the video conference meeting from your computer, tablet, or smartphone at:  
<https://us06web.zoom.us/j/83710560246?pwd=MGp6N3NWZTljhWhNZWpmRC9HNzc5dz09>  
or by audio only dial: +1 646 558 8656 Meeting ID: 837 1056 0246; Passcode: 250416

At this Special Town Meeting interested persons may appear and be heard and written communications will be accepted at [towncouncil@ledyardct.org](mailto:towncouncil@ledyardct.org).

Dated at Ledyard, Connecticut, this 14th day of September, 2023.

For the Ledyard Town Council  
s/s Kevin J. Dombrowski, Chairman

---

**RETURN OF PUBLICATION AND POSTING OF NOTICE**

*I, Kevin J. Dombrowski, chairman of the Ledyard Town Council, do hereby certify that I caused a copy of notice of Hybrid Format (In-Person and Video Conference) Special Town Meeting to be held Wednesday, September 27, 2023 at 6:30 p.m., to be legally posted in the office of the Town Clerk and that I caused a copy of said notice to be published in **The Day**, a newspaper having a circulation in the Town of Ledyard, in its issue of Tuesday, September 19, 2023.*

*s/Kevin J. Dombrowski, Chairman  
Ledyard Town Council*

*Dated at Ledyard, Connecticut  
This 28<sup>th</sup> day of September 2023*

*Attest:  
PATRICIA A. RILEY  
Town Clerk*

---

## **MEETING MINUTES**

**Town Council Chairman Kevin Dombrowski called the meeting to order at 6:30 p.m.**

There were 19 people in attendance and 0 remote attendees.

The public stood for the Pledge of Allegiance.

**The Chairman called for nominations for Moderator.** Mike Cherry, 5 Whippoorwill Drive, nominated Bill Saums, 333 Pumpkin Hill Road. Mr. Bill Saums then nominated Kevin Dombrowski, 139 Meeting House Lane. Seconded by John Marshall, 987R Long Cove Road.

Mr. Bill Saums, 333 Pumpkin Hill Road, then moved to close nominations, seconded by John Marshall, 987R Long Cove Road.

Those Voting in favor of Mr. Saums as Moderator: Present: None Opposed: All

Those voting in favor of Mr. Dombrowski as Moderator: All present. Opposed: None.

**Moderator Dombrowski asked for the Call of the Meeting to be read.**

Town Clerk Patricia A. Riley so read the Call of the meeting.

**Moderator Dombrowski then proceeded with a call for a motion to put the question.**

Ms. Andra Ingalls moved, seconded by John Marshall, that the Town votes upon the following:

“SHALL THE TOWN OF LEDYARD SELL THE TOWN-OWNED RESIDENTIAL PROPERTY LOCATED AT 332 COLONEL LEDYARD HIGHWAY TO LEONARD D. SHERMAN FOR TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000)?”

**Presentation was given by Town Councilor Bill Saums.**

Mr. Bill Saums, Town Councilor, stated that in 2007, a developer approached the town and sought permission for a 34-house development, approximately 95 acres of which the 332 parcel is a park. Of the 95 acres of land, one house on the application for development was approved. The developer chose not to develop the property and did not pay the taxes which was significantly more because it was an approved development. In 2017, the town foreclosed for back taxes of \$277,000. The town also rented the house out to a single occupant. However, the town does not wish to be in the business of land lording, so they want to sell the house. The town has also split the house off from the 95 acres and the Town's people voted to transfer the 95 acres which is undeveloped to Avalonia for preservation. The selling price of the house is \$280,000 and the back taxes owed are \$277,000. The town is recouping the lost taxes and getting out of the landlord business at this location.

**Moderator Dombrowski then issued a call for Public Comment.**

Mr. Mike Cherry, 5 Whippoorwill Drive, Gales Ferry, mentioned that Naomi and himself both remember this subdivision and that they spent a large part of their time around 2007 approving this one. The first time it was submitted was around the turn of the century. Mr. Cherry stated that selling this last piece of the property closes the book and preserves a wonderful piece of land that provides archeological findings and that it's a beautiful spot. Mr. Cherry is happy to see this piece of property sell.

Hearing no further public comments, Moderator Dombrowski moved on to the call for the vote on the question.

**Moderator Dombrowski called for a vote on the question.**

SHALL THE TOWN OF LEDYARD SELL THE TOWN-OWNED RESIDENTIAL PROPERTY LOCATED AT 332 COLONEL LEDYARD HIGHWAY TO LEONARD D. SHERMAN FOR TWO HUNDRED AND EIGHTY THOUSAND DOLLARS (\$280,000)?"

**Those voting in favor of: All Opposed: None Motion Carries**

Town Council Chair, Kevin Dombrowski moved that the meeting be adjourned.

The Special Town Meeting was adjourned at 6:36 p.m.

Respectfully submitted,

Patricia A. Riley, CCTC  
Ledyard Town Clerk

Rocky's Landscaping LLC  
 30 Meeting House Lane  
 Ledyard, CT 06339 US  
 8602156424  
 rockyslandscaping1@gmail.com

Inv# 2294 \$800.00  
 ROCKY LANDSCAPING LLC  
 07/07/2023 # Pages 1 FP1 DOC3138412  
 PO# 20240845



# INVOICE

**BILL TO**  
 Town of Ledyard  
 741 Colonel Ledyard Highway  
 Ledyard, Connecticut 06339  
 United States

**SHIP TO**  
 Town of Ledyard  
 741 Colonel Ledyard  
 Highway  
 Ledyard, Connecticut 06339  
 United States

**INVOICE #** 2294  
**DATE** 07/07/2023  
**DUE DATE** 07/07/2023  
**TERMS** Due on receipt

| DATE       | ACTIVITY  | DESCRIPTION  | QTY | RATE   | AMOUNT  |
|------------|-----------|--|-----|--------|---------|
| 08/27/2023 | clean out | clean out house and garage at<br>332 colonel ledyard hwy<br>Ledyard CT 06339 | 1   | 900.00 | 900.00T |

Please note an Interest rate of 10% will be added to all invoices over 30 past due. Thank you.

SUBTOTAL 900.00  
 TAX 57.16  
 TOTAL 957.15  
 BALANCE DUE **\$957.15**

PAID  
 AUG 21 2023

Authorized to Pay  
  
 Signature  
 PO# 20240845 Date 7-12-2023



217 Boston Post Road  
Waterford, CT 06385  
(860) 437-7446



Inv# 19047 \$169.11  
FAST SIGNS  
08/28/2023 # Pages 2 FP2 DOC3148758  
PO# 20241700

# INVOICE

## INV-19047

www.fastsigns.com/586

Created Date: 8/28/2023

**DESCRIPTION: Public Hearing Notice Sign**

**Bill To:** Town Of Ledyard  
741 Colonel Ledyard Hwy  
Ledyard, CT 06339  
US

**Pickup At:** FASTSIGNS Waterford  
217 Boston Post Road  
Waterford, CT 06385  
US

**Ordered By:** Kristen Chapman  
Email: mayoral.asst@ledyardct.org  
**Work Phone:** (860) 464-3222  
**Cell Phone:** (860) 464-3222  
**Tax ID:** TOL

**Salesperson:** Tony Sabilla  
**Cell Phone:** 860.608.6595  
**Entered By:** Cam McCormack

| NO | Product Summary                               | QTY | UNIT PRICE | AMOUNT   |
|----|---|-----|------------|----------|
|    | Public Notice Sign<br>• Sign & Stake Included | 1   | \$169.11   | \$169.11 |

Unless otherwise specified, customer is responsible for all municipal permits and permit fees.

Upon placement of an order and all artwork has been received from the customer, FASTSIGNS will typically provide a proof (when required) by the end of the next business day, based on the information provided to us. If required, a second revision or correction is included in the price of each sign. Thereafter, each additional revision will be billed in 15 minute increments at \$25. Please allow one additional business day for each revision.

Unless you have specifically requested a sample color proof, the colors you see on a monitor or paper print out are simply a representation of the colors to be utilized. PMS colors will be matched as close as possible. Exact matches are not guaranteed.

Once the customer has approved the artwork, any mistakes in color, content and accuracy will be the customer's responsibility. There is a \$50 fee on any cancelled order in addition to any other work that has been performed.

**DEPOSIT POLICY:** Payment is required prior to any work commencing.

**PAYMENT POLICY:** Invoice totals under \$500 are to be paid in full prior to work commencing.

|                     |          |
|---------------------|----------|
| <b>Subtotal:</b>    | \$169.11 |
| <b>Taxes:</b>       | \$0.00   |
| <b>Grand Total:</b> | \$169.11 |
| <b>Amount Paid:</b> | \$0.00   |
| <b>BALANCE DUE:</b> | \$169.11 |

Authorized to Pay  
*Kristen Chapman*  
Signature  
PO# 20241700 Date 9-3-2023

Generated On: 8/28/2023 2:09 PM

Page 1 of 2





Phone: 1-888-886-CWPM  
 Fax: 860-793-2624  
 www.cwpm.net

PO Box 415, Plainville, CT 06062

TOWN OF LEDYARD  
 741 COLONEL LEDYARD HWY  
 LEDYARD, CT 06339

**INVOICE**

| Account Summary                |                 |
|--------------------------------|-----------------|
| Account Number                 | 21348900        |
| Invoice Date                   | 6/30/23         |
| Invoice Number                 | 3117230         |
| P.O. Number                    |                 |
| Date Due                       | 7/31/23         |
| New Charges this Invoice:      | \$372.20        |
| Payments/Credits Applied:      | \$0.00          |
| <b>Please Pay This Amount:</b> | <b>\$372.20</b> |

Amount Enclosed  
**\$ 372.20**

PLEASE DETACH HERE AND RETURN ABOVE PORTION WITH YOUR PAYMENT

Weekly 6/22-30

| Date  | Ref Nbr | P.O. | Description          | Units  | Rate/Unit | Subtotal |
|---|---------|------|----------------------|--|-----------|----------|
| AotNbr: 21348900 SiteName: TOWN OF LEDYARD<br>332 COLONEL LEDYARD HWY LEDYARD, CT 06339   |         |      |                      |  |           |          |
| 6/22/2023   | 823461  |      | 30YD ROLLOFF PLACED  | 1.00   | \$0.00    | \$0.00   |
| 6/28/2023   | 825581  |      | 30YD ROLLOFF REMOVAL | 1.00   | \$170.00  | \$170.00 |
| 6/28/2023   | 6069909 |      | CONSTR/DEMO DISPOSAL | 1.92   | \$100.00  | \$192.00 |
| <p>Authorized to Pay<br/> <i>[Signature]</i><br/>                     Signature<br/>                     PO# <u>20240843</u> Date <u>7-17-2023</u></p>                      |         |      |                      |  |           |          |
| <p>Inv# 3117230      \$372.20<br/>                     CWPM LLC<br/>                     06/30/2023 # Pages 1      FP1 DOC3139200<br/>                     PO# 20240843</p> |         |      |                      |  |           |          |
| CWPM, LLC<br>PO Box 415<br>Plainville, CT 06062<br>Phone: 1-888-886-CWPM<br>Fax: 860-793-2624<br>www.cwpm.net   |         |      |                      | Charges: \$362.00<br>Taxes: \$0.00<br>Fuel Surcharges: \$10.20<br>Finance charge: \$0.00<br>Total This Invoice: \$372.20 |           |          |



Inv# 2494 \$389.84  
 CASSANDRA KENNY  
 07/12/2023 # Pages 1 FP1 DOC3139380  
 PC# 20240002

# Magical Mermaid Cleaners

34 Atlanta Court  
 Groton, CT 06340  
 (860) 514-1245

## Invoice

|                         |                         |                  |
|-------------------------|-------------------------|------------------|
| <b>Invoice for</b>      | <b>Payable to</b>       | <b>Invoice #</b> |
| Town Of Ledyard         | Cassandra Kenny         | 2494             |
| 741 Colonel Ledyard Hwy | <b>Project</b>          | <b>Due date</b>  |
| Ledyard, CT 06339       | 332 Colonel Ledyard Hwy | 7/12/2023        |

| Description                               | Unit price | Total price |
|---|------------|-------------|
| 332 Colonel Ledyard Hwy Move Out Cleaning | \$389.84   | \$389.84    |
| CT SALES TAX                              | 6.35%      | \$10.16     |

**RECEIVED**  
 JUL 24 2023

Subtotal ~~\$400.00~~

**\$400.00**

Authorized to Pay  
Michelle Chapman  
 Signature

PO# 20240902 Date 7-18-2023

# INVOICE

365 Septic LLC  
75 Daggott St  
Moosup, CT 06354

dylandean@365septic.com  
+1 (860) 949-2199



Carol L Christiansen

Bill to  
Carol L Christiansen

RECEIVED  
DEC 04 2023

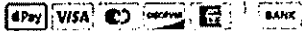
A handwritten signature in black ink, appearing to be 'J. H.', written over the 'RECEIVED' stamp.

### Invoice details

Invoice no.: 1827  
Terms: Due on receipt  
Invoice date: 08/25/2023  
Due date: 08/25/2023

| Product or service   | Amount                        |
|--|-------------------------------|
| 1. Septic Tank Pumping<br>Service date: 08/25/2023<br>332 Colonel Ledyard Hwy, Ledyard, CT | 1 unit x \$300.00<br>\$300.00 |
| 2. Dig Fee(s)<br>Service date: 08/25/2023<br>332 Colonel Ledyard Hwy, Ledyard, CT          | 1 unit x \$70.00<br>\$70.00   |

### Ways to pay



|             |           |
|-------------|-----------|
| Total       | \$370.00  |
| Payment     | -\$370.00 |
| Balance due | \$0.00    |

**Paid in Full**



**TOWN OF LEDYARD**  
CONNECTICUT  
TOWN COUNCIL

Chairman Kevin J. Dombrowski

**MINUTES**  
**PUBLIC HEARING**  
**LEDYARD TOWN COUNCIL**  
**COUNCIL CHAMBERS - ANNEX BUILDING**  
**HYBRID FORMAT**

PUBLIC HEARING MINUTES

6:00 PM, SEPTEMBER 27, 2023

- I. CALL TO ORDER – Chairman Dombrowski called to order the Public Hearing at 6:00 p.m. for the following: The sale of the town-owned residential property located at 332 Colonel Ledyard Highway to Leonard D. Sherman for Two Hundred and Eighty Thousand Dollars (\$280,000); in accordance with CGS 07-163e; (2) Proposed “*An Ordinance Concerning Liability Pertaining To First Responders Providing Emergency Assistance*” as contained in the draft dated July 31, 2023; (3) Proposed “*An Ordinance Establishing Tax Relief for Certain Modified Handicap Accessible Vehicles in the Town of Ledyard*” as contained in the draft dated August 23, 2023; (4) Ordinance #500-005 (rev. 1) “*An Ordinance Rescinding “An Ordinance Establishing a Nursing Service Board*” as contained in the draft dated July 31, 2023; (5) Proposed Amendments to Ordinance #300-012 (rev. 2) “*An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard*” as presented in the draft dated August 14, 2023.
- II. PLEDGE OF ALLEGIANCE
- III. PROCEDURE OF THE PUBLIC HEARING

Chairman Dombrowski welcomed all to the Hybrid Meeting. He stated for the members of the Town Council and the Public who were participating via video conference that the remote meeting information was available on the Agenda that was posted on the Town’s Website – Granicus-Legistar Meeting Portal.

Chairman Dombrowski explained because there were five separate items on tonight’s Public Hearing that they would present all of the items first; and then hear public comments.

- IV. CALL OF THE PUBLIC HEARING

The following call of the Public Hearing was read by Town Council Administrative Assistant Roxanne M. Maher:

**LEGAL NOTICE**  
**TOWN OF LEDYARD**

**NOTICE OF PUBLIC HEARING**

The Ledyard Town Council will conduct a Hybrid Format (In-Person and Video Conference) Public Hearing on Wednesday, September 27, 2023, at 6:00 p.m. to receive comment on the following:

- (1) The sale of the town-owned residential property located at 332 Colonel Ledyard Highway to Leonard D. Sherman for Two Hundred and Eighty Thousand Dollars (\$280,000); in accordance with CGS 07-163e.
- (2) Proposed “*An Ordinance Concerning Liability Pertaining To First Responders Providing Emergency Assistance*” as contained in the draft dated July 31, 2023.
- (3) Proposed “*An Ordinance Establishing Tax Relief for Certain Modified Handicap Accessible Vehicles in the Town of Ledyard*” as contained in the draft dated August 23, 2023.

- (4) Ordinance #500-005 (rev. 1) “*An Ordinance Rescinding “An Ordinance Establishing a Nursing Service Board “* as contained in the draft dated July 31, 2023.
- (5) Proposed Amendments to Ordinance #300-012 (rev. 2) “*An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard”* as presented in the draft dated August 14, 2023.

Please join the Public Hearing in-person or remotely as follows:

In-person attendance will be at the  
Council Chambers, Town Hall Annex Building  
741 Colonel Ledyard Highway, Ledyard, Connecticut

Join the video conference meeting from your computer, tablet, or smartphone at:  
<https://us06web.zoom.us/j/86514673019?pwd=Tjh6bktObkM4cVh6VTN4VXhwaFFEQ09>  
or by audio only dial: +1 646 558 8656 Meeting ID: 865 1467 3019; Passcode: 682391

At this hearing interested persons may appear and be heard and written communications will be accepted at [towncouncil@ledyardct.org](mailto:towncouncil@ledyardct.org).

A vote regarding the sale of 332 Colonel Ledyard Highway will be held at a Special Town Meeting scheduled for September 27, 2023 at 6:30 p.m.

Dated at Ledyard, Connecticut this 14<sup>th</sup> day of September, 2023.

For the Ledyard Town Council  
s/s Kevin J. Dombrowski, Chairman

PLEASE PUBLISH: September 14, 2023 & September 19, 2023

#### IV. PRESENTATIONS

**(1) *The sale of the town-owned residential property located at 332 Colonel Ledyard Highway to Leonard D. Sherman for Two Hundred and Eighty Thousand Dollars (\$280,000); in accordance with CGS 07-163e.***

Councilor Saums explained 332 Colonel Ledyard Highway was part of a larger property explaining in 2007 a Developer purchased the 96 ± acre Founders Preserve Property along with 332 Colonel Ledyard Highway and some other small adjacent properties. He stated in working to make a residential sub-division the Developer changed the original boundary lines, which put the detached garage that belonged to the house at 332 Colonel Ledyard Highway into the Founders Preserve property. However, he stated the Developer never moved forward with the planned sub-division; and because the Developer did not pay the taxes on the properties, which was about \$277,000, the Town foreclosed on the properties. He also stated because there was a title issue when the town acquired 332 Colonel Ledyard Highway property thru a foreclosure, the town could not sell property at that time, and has been renting-out the home out of necessity for nearly five years. He stated Avalonia Land Conservancy paid for the A2 Survey of the property, which resolved the title issue and so the town was now selling property.

Councilor Saums went on to explain at a Special Town Meeting held on October 28, 2020 the Townspeople voted to transfer the 96 ± acre Founders Preserve property to Avalonia Land Conservancy. However, he stated with the new boundary lines that the Developer made for his planned subdivision that Founders Preserve was landlocked and could not be accessed. He stated since 2020 the property boundary lines have been corrected/restored, to the original boundary lines, so the detached garage was now back and within the boundaries of the 332 Colonel Ledyard Highway, enabling the Town to now sell the residential property for \$280,000 and recover the back taxes owed to the town.

Chairman Dombrowski announced that a vote regarding the sale of 332 Colonel Ledyard Highway would be held at a Special Town Meeting scheduled for later this evening (September 27, 2023 at 6:30 p.m. )

**(2) *Proposed “An Ordinance Concerning Liability Pertaining To First Responders Providing Emergency Assistance” as contained in the draft dated July 31, 2023.***

Councilor Ingalls introduced the proposed new Ordinance titled “*An Ordinance Concerning Liability Pertaining To First Responders Providing Emergency Assistance*” explaining that there have been some incidents where the Town received a bill for damages related to a first responder breaching the door of a home in responding to an Emergency 911 Call.

Councilor Ingalls went on to note an incident in which the Police Department responded to an Emergency 911Call for a drug overdose. She stated when the Police arrived at the resident’s home their vehicle was in the driveway, and the house was locked. She stated the Police looked into the house and being concerned for the wellness of the individual; they breached the door. However, she stated as it turned out, the individual was not in the home, because the friend, who had made the 911-Call had already come and took the individual to the emergency room. However, she stated when the Police arrived at the home they did not know this, noting that the individual could have been unconscious and laying on the floor; and she noted time was of the essence in responding to an emergency call.

Councilor Ingalls noted Connecticut General Statutes 52-557(b) “Good Samaritan Law” exempted non-profits and first responders from liability in responding to and in providing emergency assistance. She stated the new proposed Ordinance cited CGS 52-557(b) and was consistent with the language provided in the Connecticut Good Samaritan Law. She stated by town adopting the proposed Ordinance that they were bringing this law to public’s attention.

DRAFT: 7/19/2023

Ordinance #

AN ORDINANCE  
CONCERNING LIABILITY PERTAINING TO  
FIRST RESPONDERS PROVIDING  
EMERGENCY ASSISTANCE

Be it ordained by the Town Council of the Town of Ledyard: “*An Ordinance Concerning Liability Pertaining To First Responders Providing Emergency Assistance*” is hereby enacted.

Section 1: Authority

Pursuant to provisions of Connecticut General Statutes 52-557(b) “Good Samaritan Law”.

Section 2. Exempt from Liability

The Good Samaritan Law exempts the Town of Ledyard from liability; and its agents from liability, including paid and volunteer firefighters, police officers, emergency medical services personnel in providing emergency services to people in need.

This includes protection from civil liability for damages as a result of forcible entry believing that a person inside is in need of assistance or first aide.

Section 3 . Severability.

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 4. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: \_\_\_\_\_

\_\_\_\_\_  
Kevin J. Dombrowski,-Chairman

Approved / Disapproved on: \_\_\_\_\_  
Fred B. Allyn, III, Mayor

Published on:

Effective Date: \_\_\_\_\_  
Patricia A. Riley, Town Clerk

\*\*\*\*\*

**Background:** There has been some incidents for which the Town received a bill for damages due to the breaching of a home in responding to an Emergency 911 Call and concern for the wellness of the individual and concern that the individual could have been unconscious and laying on the floor.

In accordance with the “*Good Samaritan Law*” the town decided to adopt an Ordinance to clearly state that the town as a non-profit and their agents were exempt from liabilities.

**(3) Proposed “An Ordinance Establishing Tax Relief for Certain Modified Handicap Accessible Vehicles in the Town of Ledyard” as contained in the draft dated August 23, 2023.**

Councilor Ingalls introduced the new proposed “*An Ordinance Establishing Tax Relief for Certain Modified Handicap Accessible Vehicles*”, noting that the Ordinance was drafted in response to a resident’s July 26, 2023 request asking that the Town Council consider adopting an Ordinance to provide a tax exemption for Modified Handicapped Accessible Vans in accordance with Connecticut State Statutes 12-81c.

Councilor Ingalls went on to state the resident who brought the available tax abatement to the Town Council’s attention was purchasing a Modified Handicapped Accessible Van which cost about \$90,000 to transport a family member. She noted that Tax Assessor Adrianna Hedwall reported that the loss of tax revenue for this type of vehicle would be about \$2,000. She stated residents could apply anytime during the year, but to receive the tax exemption for the next tax cycle year that Applications must be submitted no later than October 1<sup>st</sup>. She concluded by noting that the resident would not be required to annually reapply.

Councilor Saums stated this tax relief program was not for vehicles that had a “Handicap Sticker”. He stated this tax relief program was for vehicles that have been modified for person’s disability, explaining that some vehicles had lifts for wheelchair access, or a ramp that slides out; etc.

DRAFT: 8/23/2023

Ordinance #200 - \_\_\_\_\_

AN ORDINANCE  
ESTABLISHING TAX RELIEF FOR  
CERTAIN MODIFIED HANDICAP ACCESSIBLE VEHICLES  
IN THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard: “*An Ordinance Establishing Tax Relief for Certain Modified Handicap Accessible Vehicles in the Town of Ledyard*” is hereby enacted.

Section 1: Authority

Pursuant to provisions of Chapter 203 of the Connecticut General Statutes § 12-81c “Municipal option to exempt certain motor vehicles”.

Section 2: Purpose

Individuals who have permanent legal residence in the town defined as those who occupy that property as their principal residence at least 183 days of each year, and who

individually or jointly own a motor vehicle for the use of a disabled person as described herein, may receive a town tax exemption on the amount of taxes assessed on said motor vehicle provided that the requirements of this Ordinance are met.

## Section 2: Definitions

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

- (a) **Adaptive Control Devices:** Includes, but shall not be limited to, any mechanical or electrical devices added to a standard motor vehicle to enable an individual with mobility restrictions to control the accelerator, foot brake, turn signals, dimmer switch, steering wheel and/or parking brake.
- (b) **Motor Vehicle:** A vehicle that has been altered, reconfigured or has undergone mechanical or structural changes that permit a person with a disability to safely drive such vehicle or ride as a passenger therein. Motor Vehicle shall include, but shall be limited to, vehicles equipped with hand controls, hoists, lifts and other adaptive control devices.

## Section 3: Eligibility

Any individual who is a resident with disabilities or parent or guardian of a person with disabilities and owns a motor vehicle described herein shall be eligible for exemption of the personal property taxes for one said motor vehicle.

## Section 4: Exemption

The town hereby ordains, pursuant to Connecticut General Statute § 12-81c, that an exemption from personal property taxation for the following:

- (a) Any ambulance-type motor vehicle that is used exclusively for the purpose of transporting any medically incapacitated individual, except for any such vehicle used to transport any such individual for profit; and
- (b) Any property owned by nonprofit ambulance company; and
- (c) Any motor vehicle owned by a person with disabilities or owned by the spouse, parent or guardian of such person, which vehicle is equipped for purposes of adapting its use to the disability of such person.

## Section 5: Application

Applications for benefits under this program shall:

- (a) Be made on forms provided by the Assessor Office of the town; and
- (b) Be filed with the Assessor's Office of the town by October 1<sup>st</sup> to obtain a tax exemption for the next fiscal year.
- (c) This program shall be applicable to the assessment year commencing with the grand list of October 1, 2023 and thereafter until modified or repealed.

## Section 6: Severability.

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

## Section 7: Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.



Adopted by the Ledyard Town Council on: \_\_\_\_\_

\_\_\_\_\_  
Kevin J. Dombrowski,-Chairman

Approved / Disapproved on: \_\_\_\_\_

\_\_\_\_\_  
Fred B. Allyn, III, Mayor

Published on:

Effective Date:

\_\_\_\_\_  
Patricia A. Riley, Town Clerk

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**Background:** This Ordinance was enacted in response to a resident’s appeal for relief from personal property tax for Modified Handicap Accessible Vehicles that complied with and was in accordance with Connecticut General Statutes § 12-81c “*Municipal option to exempt certain motor vehicles*”.

**(4) Ordinance #500-005 (rev. 1) “An Ordinance Rescinding “An Ordinance Establishing a Nursing Service Board “as contained in the draft dated July 31, 2023.**

Councilor Ingalls stated the Fiscal Year 2023/2024 Budget did not provide funding to support the Ledyard Visiting Nurses Association (LVNA). She explained the proposed “An Ordinance Rescinding “An Ordinance Establishing a Nursing Service Board” was an administrative action to cancel the Ordinance that established the Nursing Board.

DRAFT: 7/31/2023

Ordinance #500-005 (rev. 1)

AN ORDINANCE RESCINDING  
"AN ORDINANCE ESTABLISHING A NURSING BOARD  
FOR THE TOWN OF LEDYARD"

Be it ordained by the Town Council of the Town of Ledyard:

Section 1: Statement

The Ordinance # 500-005 entitled "An Ordinance Establishing a Nursing Service Board" amended and adopted by the Town Council on September 25, 2019 is hereby rescinded.

Adopted by the Ledyard Town Council on : \_\_\_\_\_

\_\_\_\_\_  
Kevin J. Dombrowski, Chairman

Approved/Disapproved on \_\_\_\_\_

\_\_\_\_\_  
Fred B. Allyn, III, Mayor

Published on:

\_\_\_\_\_  
Patricia A. Riley, Town Clerk

Effective Date:

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**Revisions:** Ordinance #76 “*Ordinance Establishing a Public Health Nursing Service Board of the Town of Ledyard*” Adopted December 11, 1980; #76 “*Ordinance Amending an Ordinance Establishing a Public Health Nursing Service Board of the Town of Ledyard*” Amended and Adopted June 8, 1983; Ordinance #76 Amended and Adopted August 11, 1999; Ordinance #76 Amended and Adopted August 11, 2004; Ordinance #117 *Ordinance Amending an Ordinance Establishing a Public Health Nursing Service*

*Board of the Town of Ledyard*” Adopted: February 27, 2008; Effective: March 21, 2008. Amended, Adopted and Renumbered by the Town Council on: September 25, 2019.

**History:**

The Twenty-fourth Town Council (2017- 2019) Ordinance Update Initiative: Renumbered Ordinance #117 to Ordinance #500-005.

2019: Section 2 added language regarding member attendance relative to being considered resigned; Section 7 “Severability: language updated for consistency with town ordinances. Added Section 8 “Effective Date” to be consistent with town ordinances. Removed Section 8 “Cancellation of Previous Ordinances” – Per Town Attorney the “Revisions” and “History” paragraph indicates that the previous ordinance has been updated and replaced.

2023: The Fiscal Year 2023/2024 Budget did not provide funding to support the Ledyard Visiting Nurses Association (LVNA). During the past decade the Ledyard Visiting Nurses Association (LVNA) was not sustaining their operational costs, as large healthcare organizations began to dominate the home healthcare market. This shortfall in LVNA revenues had fallen to the taxpayers, with the hope that this revenue slide would reverse itself, to no avail. On June 30, 2023, after 75 years of service to our community the Ledyard Visiting Nurses Association (LVNA) closed its doors.

(5) ***Proposed Amendments to Ordinance #300-012 (rev. 2) “An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard” as presented in the draft dated August 14, 2023.***

Councilor Ingalls stated in reviewing Ordinance #300-012 (rev.1) “*Town of Ledyard Blight Ordinance*” it was noticed that a few of the section references that pointed to other areas of the Ordinance were pointing to the incorrect sections; and therefore, needed to be updated.

Councilor Ingalls went on to state in an email dated September 26, 2023 that Blight Enforcement Officer Mr. Eric Treaster noted in Section 9 B(2) that the “*Citation Hearing Board*” should be “***Blight Enforcement Officer***”. She stated that these updates were editorial and not substantive, noting that this was an Administrative Exercise.

DRAFT: ~~8/14/2023~~9/27/2023

Ordinance #300-012 (rev -2-4)

AN ORDINANCE  
CONCERNING BLIGHT AND PUBLIC NUISANCE  
FOR THE TOWN OF LEDYARD

Section 1. Purpose/Declaration

It is hereby found and declared that there exist in the Town of Ledyard a number of blighted properties and that continued existence of blighted properties constitutes a continuing nuisance and contributes to the decline of our neighborhoods. Existence of blighted properties adversely affects the economic well-being of the Town of Ledyard.

Section 2. Authority

This Ordinance is enacted pursuant to the Connecticut General Statutes (C.G.S.), Section 7-148(c)(7) and Section 14-150a. This Ordinance is to be enforced as a blight ordinance, pursuant to Section 7-148(c)(7)(H)(xv), and as a nuisance ordinance, pursuant to C.G.S. Section 7-148(c)(7)(E).

Section 3. Scope of Provisions

Many of the blighted properties may be rehabilitated, reconstructed, demolished, cleaned

up, groomed, maintained, returned to satisfactory condition or reused to provide decent, safe, sanitary housing or commercial facilities. Such rehabilitation, reconstruction, demolition, cleanup or reuse of the blighted and nuisance properties would eliminate, remedy and prevent adverse conditions.

This Ordinance shall apply to the maintenance of all properties now in existence or hereafter constructed, maintained, or modified but shall exclude: agricultural lands as defined in Section 22-3(b) of the Connecticut General Statutes, land preserved in its natural state through conservation easements, or areas designated as inland wetlands and watercourses.

#### Section 4. Definitions

For the purpose of this Ordinance, the following words, terms and phrases shall have the following meanings, unless the context indicates otherwise:

- A. Legal Occupancy - Occupancy in accordance with state building, state fire, local zoning, or all other pertinent codes and Connecticut General Statutes.
- B. New Owner Or New Occupant - Per PA 12-146(3)(b), "new owner" means any person or entity who has taken title to a property, and "new occupant" means any person who has taken occupancy of a property, within thirty days of the notice, of violation and reasonable opportunity to remediate required by C.G.S. 7-148 (c) (7)(h)(xv).
- C. Dilapidated - Any building or structure or part thereof that would not qualify for a Certificate of Occupancy or which is deemed an unsafe structure as defined in the Connecticut State Building Code, or any dwelling or unit which is designated as unfit or unsafe for human habitation as defined by the Connecticut Health Code.
- D. Abandoned Motor Vehicle or Marine Vessel - Any motor vehicle or marine vessel which has the appearance that the owner has relinquished control without the intent of reclaiming it including but not limited to, a vehicle or marine vessel with no marker plates, or one which is unregistered, damaged, vandalized, dismantled, partially dismantled, inoperative or in such condition as to be unusable as a motor vehicle.
- E. Abandoned Property - Any real property on which there is a vacant structure and on which (1) real property taxes have been delinquent for one year or more and orders have been issued by the Fire Marshal, Building and Zoning Official or Health District and there has been no compliance with these orders within the prescribed time given by such official or within 90 days, whichever is longer, (2) the owner has declared in writing to the Building and Zoning Official that the property is abandoned or (3) there has been a determination by the Zoning Official, in accordance with this Ordinance, that the vacant structure contributes to blight.
- F. Blighted Property - Any building, structure or parcel of land in or on which at least one of the following conditions exists:
  - 1. It is dilapidated as documented by the Building and Zoning Official.
  - 2. It is being used for or used as storage or harbor for illegal activity as documented by the Police Department, including criminal activities per investigations, arrest warrant applications and actual arrest convictions.
  - 3. It is a fire hazard as determined by the Fire Marshal or as documented by the Fire Department.
  - 4. The condition of the building, structure or parcel of land constitutes an unsafe structure as defined by the Connecticut Building Code and poses a serious or immediate danger to the safety, health or general welfare of the community as documented by the Building and Zoning Official or by the Health District.

5. It is not being adequately maintained, as determined by the following factors:
  - a. missing or boarded windows or doors, collapsing or missing walls, roof or floors,
  - b. seriously damaged or missing siding, or the building is otherwise dilapidated,
  - c. a structurally faulty foundation, fire damage, or physical hazards,
  - d. rodent harborage and infestation, improper storage of garbage, trash, rubbish, discarded household appliance or furniture, tires, discarded motor vehicle parts,
  - e. an overgrown plot of grass, customarily tended or mowed, adjacent to and/or part of a residence, business, commercial entity, or estate, wherein the grass has not been mowed and has grown to at least nine inches in length,
  - f. peeling or chipping paint exceeding thirty-three percent (33%) of the structure's total exposed surface area.
6. Any unregistered, abandoned or inoperable motor vehicle or marine vessel located on a parcel of land for a period exceeding 30 days.

Exceptions:

- a. Vehicles or marine vessels under cover. One unregistered motor vehicle or marine vessel being offered for sale by the owner or tenant provided said motor vehicle or vessel does not remain on the same property for a period exceeding 60 days.
- b. Motor vehicles located on a property of a business enterprise lawfully licensed by the Town of Ledyard and Connecticut Department of Motor Vehicles.
- c. Any motor vehicle, which is in operable condition specifically adapted or designated for operation on drag strips or raceways.
- d. Any inoperable or unregistered motor vehicle or marine vessel being actively restored to operating condition provided:
  - i. Only two such vehicles or vessels shall be allowed at one time on the property in question.
  - ii. Parts used in the restoration must be stored in the vehicle or marine vessel or in a structure.
  - iii. Such motor vehicles or marine vessels shall be covered and secured with a cover or tarp, provided the tarp is securely attached whenever work is not being done on them.
  - iv. The brush and growth under and around the motor vehicle(s) or marine vessel(s) shall be controlled and mowed.
7. It creates substantial and unreasonable interference with the reasonable and lawful use and enjoyment of other space within the neighborhood as documented by neighborhood complaints, which complaints have been independently substantiated.
8. Its inadequate maintenance or dilapidated condition has led to the cancellation of insurance on proximate properties.
9. Its inadequate maintenance or dilapidated condition has materially contributed to a decline or diminution in property values on proximate properties.
10. It is adjacent to a sidewalk, for which the property's owner, agent, tenant or responsible person is responsible for maintaining safe conditions for the use of the public pursuant to ordinances and regulations of the Town of Ledyard, and its sidewalk is in any way obstructed by or littered with any substance, including trees, bushes, overgrowth, leaves, gravel, dirt, rubbish, garbage, bulky waste or trash, which would in any way impede or imperil public travel upon said sidewalk or render it unsafe.

- 11. It attracts or harbors rodents, insects, vermin or disease-carrying animals.
- G. Building and Zoning Official - Building Official as defined in C.G.S., Section 29-260.
- H. Citation Hearing Committee - The Mayor shall appoint one or more Citation Hearing Officer(s), as defined in and pursuant to C.G.S., Section 7-152c to serve on the Citation Hearing Committee.
- I. Enforcement Officer - The Enforcement Officer(s) are those authorized by the Mayor to take such enforcement actions and to issue citations as specified in this Ordinance.
- J. Exempt Property - Any property acquired by the Town of Ledyard through foreclosure, eminent domain, or by a deed in lieu of foreclosure would be exempt from the provisions of this Ordinance only during the first six (6) months following the date of the foreclosure, and any building or structure undergoing remodeling being diligently conducted and pursued under an active building permit would only be exempt during such remodeling period.
- K. Inoperable Motor Vehicle or Marine Vessel - Any motor vehicle or marine vessel that is incapable of performing the function for which it was designed by virtue of missing parts or broken or severely damaged components.
- L. Marine Vessel - A ship, boat or other craft used in water navigation
- M. Motor Vehicle - Any device propelled by any power other than human power that is or was capable for the conveyance, drawing or other transportation of person or property and is suitable for operation on a highway. Excepted are agricultural tractors or farm implements.
- N. Neighborhood - An area of the Town of Ledyard comprised of premises or parcels of land any part of which is within a radius of 800 feet of any part of another parcel or lot within the Town of Ledyard.
- O. Public View - Visible from any public right of way or neighboring property.
- P. Sidewalk. Any public way adjacent to streets, highways and those public rights of ways used for vehicular traffic that are used for pedestrian traffic.
- Q. Under Cover Completely enclosed in a garage or other building serving the same purpose of a garage.
- R. Unregistered Motor Vehicle or Marine Vessel Any motor vehicle or marine vessel that in its present condition is able to be registered but does not have a valid registration.
- S. Vacant - A period of sixty (60) days or longer during which a building subject to this Ordinance is not legally occupied. Vacant status in and of itself does not constitute a blighted building.

Section 5. Designation of Blighted Property

- A. The Enforcement Officer(s) shall be responsible for determining whether a property which comes to the attention of the Town, whether through written complaint or through the normal operations of the Town, is blighted according to the definitions in this Ordinance.
- B. The Enforcement Officer(s) shall investigate and document conditions of blight, if any, and file a written report with the Mayor or his/her designee. The Enforcement Officer's report shall state whether or not the property is a blighted property within the meaning of this Ordinance. Such report shall be kept by the Town and may be available to the property owner upon request.

## Section 6. Property Owner Notification

1. Whenever the Town of Ledyard identifies a blighted premises, written notice of the violation shall be given to the owner and/or the occupant of the property, by posting a notice of the violation in a conspicuous location at the blighted premises, and delivering a copy of the notice of the violation to an owner, either by hand delivery or by mail. Said notice shall specify that the owner or occupant has seven days, from the date notice was posted and mailed, to remediate the blighted conditions, or the Town will take enforcement action. In the case of an unidentified owner or one whose address is unknown, the Enforcement Officer shall publish a notice in in a local newspaper stating the property is cited for blight and, if applicable, whether the property has been determined to be abandoned.

The notice shall contain the following information:

- a. The address of the affected property.
  - b. The exact nature of the violation.
  - c. The time allowed for corrective action shall be in accordance with CGS 7-148.
  - d. The penalty for continued violation of this Ordinance.
  - e. The availability of a hearing procedure before the Blight Appeals Committee pursuant to CGS 7-152c; and
  - f. The penalty for violation of this ordinance shall be \$100 for each day that a violation continues.
2. Prior to the expiration of the seven-day period specified in subsection ~~(A) 6-1~~ of this section, the property owner may request additional time for remediation. The Enforcement Officer may determine an alternate timetable of a reasonable length of time, if warranted. Such timetable will be in writing and must be signed by both the Enforcement Officer and the property owner. Failure to comply with the agreed upon timetable will make the property owner liable for retroactive fines and penalties as designated in Section ~~7, 8~~ subsections (A) and (B).
  3. After the expiration of the seven-day period specified in subsection ~~(A) 6-1~~ of this section and without the alternate timetable specified in subsection (B) above, the Town of Ledyard, through its designated agents, may enter blighted premises during reasonable hours for the purposes of remediating blighted conditions, provided neither the Town of Ledyard, nor its designated agents, enter any dwelling house or structure on such property. Costs associated with the remediation of blight may be recovered by the Town in accordance with C.G.S. Section 49-73(b).

## Section 7. Creation or Continuation of Blighted Property Prohibited

No person, firm or corporation, no owner, agent, tenant, operator, possessor of real property, and no other person responsible for the care, maintenance and/or condition of real property, shall cause or allow any blighted property, as defined in Section ~~H-4~~ of this Ordinance, to be created or continued.

## Section 8. Enforcement: Criminal Violations And Civil Penalties

- A. Criminal Violations: Pursuant to C.G.S. 7-148 (c) (7) (H) (xv), any person or entity who, after written notice and a reasonable opportunity to remediate blighted conditions as specified in Section ~~6-1(A)~~ of this Ordinance, willfully violates Section ~~4 7~~ of this Ordinance, may be fined by the State of Connecticut not more than two hundred and fifty dollars (\$250.00) for each day for which it can be shown, based upon an actual inspection of the property on each such day, the blighted conditions continued to exist after written notice to the owner or occupant, as provided in Section ~~6-1 (A)~~. This section is designated as a violation pursuant to C.G.S. 53a-27.
  1. No person or entity shall be found guilty of a violation pursuant to Section ~~7 8(A)~~ and a civil penalty pursuant to Section ~~7 8(B)~~ of this Ordinance for the same occurrence.
  2. Any person who is a new owner or occupant shall, upon request, be granted a thirty-day extension of the notice and opportunity to remediate, provided pursuant to Section ~~6-1 (A)~~, prior to imposition of a fine; if the blight is remediated during said extension, the case shall be dismissed.

B. Civil Penalties: Any person or entity who fails to comply with Section ~~4~~ 7 of this ordinance, and, thereafter, fails to remediate the blighted conditions within five days of the notice provided pursuant to Section ~~6-I (A)~~ may be assessed a civil penalty for each building, structure or parcel of land in violation of this Ordinance. The amount of the civil penalty shall be one hundred dollars (\$100.00) per day. Each day a building, structure or parcel of land remains in violation of this Ordinance shall constitute grounds for the assessment of a separate civil penalty. The issuing officer shall deliver written notice of the civil penalty, either by hand delivery or by mail, to the owner or occupant responsible for the blighted premises. Said notice will include the nature of the violation and the penalty being assessed.

1. Penalties assessed pursuant to subsection (B) of this section shall be enforceable by citation pursuant to C.G.S. Section 7-152c.
2. Persons or entities assessed a penalty pursuant to subsection (B) of this section shall remit fines for said violation within ten (10) days of the mailing of notice thereof. The fine imposed shall be payable to the Town of Ledyard. Uncontested payments received pursuant to this subsection shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the person or entity making the payment.

#### Section 9. Civil Penalty Citation Hearing Procedure

A. Notification of right to hearing. At the time that the civil penalty is assessed, the property owner shall be notified in writing of the availability of a hearing before the Citation Hearing Officer to contest the determination of blight and/or the assessed penalty. Specifically, the property owner will be notified:

1. that the owner may request a hearing to contest the determination of blight and/or the assessed penalty,
2. that the owner must provide a written request for such a hearing within ten days of the date of notification,
3. that if the property owner does not demand such a hearing, an assessment and judgment shall be entered against the property owner
4. that the judgment may be issued without further notice.

#### B. Rights of the Respondent

1. Admission of Liability. If the property owner who is sent notice pursuant to subsection (A) above wishes to admit liability for any alleged violation, the owner may, without requesting a hearing, pay the full amount of the fines, penalties, costs or fees admitted to in person or by mail in accordance with Section ~~7~~ 8 (A) (2) above and remediate the blighted property. Payment shall be inadmissible in any proceeding, civil or criminal, to establish the conduct of the property owner making the payment.
2. Constructive Admission of Liability. Any person or entity who fails to deliver or mail written demand for a hearing within ten days of the date of the first notice provided for in subsection A above shall be deemed to have admitted liability, and the ~~Citation Hearing Board~~ **Blight Enforcement Officer** shall certify the property owner's failure to respond to the Citation Hearing Board. The Citation Hearing Board shall thereupon enter and assess the fines, penalties, costs or fees provided for in this ordinance including per diem penalties retroactive to the original date of expected remediation as specified in Section ~~6-I (A)~~ and shall follow the procedures set forth in Section ~~8-9~~ (C) of this ordinance.
3. Right to Hearing. Any person or entity who requests a hearing shall be given written notice of the date, time and place for the hearing. The hearing shall be held not less than fifteen days, nor more than thirty days, from the date of the mailing of notice, provided, the Citation Hearing Board may grant, upon good cause shown, any reasonable request by any interested party for continuance.



- C. Formal Hearing Procedure. The Citation Hearing Officer shall preside over a hearing which shall be held in the manner outlined in Connecticut General Statutes, Section 7-152c. The Citation Hearing Officer shall render the decision in writing and file it within five days with the Enforcement Officer, the Mayor, and send it by certified mail, return receipt requested, to the property owner or other responsible person and to all parties in the proceedings. The Citation Hearing Officer may decide one of the following:
1. Dismissal. If the Citation Hearing Officer determines that the respondent is not liable, the Citation Hearing Officer shall dismiss the matter, and enter the determination in writing.
  2. Finding of Liability: Assessment. If the Citation Hearing Officer determines that the respondent is liable for the violation, the Citation Hearing Officer shall enter and assess the fines, penalties, costs or fees against the respondent, as provided by the Section ~~7-8~~ (A) including per diem penalties retroactive to the expected date of remediation as set forth in Section ~~5(A)~~ **6-1**.
- D. Notice of Assessment; Effect.
1. Assessments must be paid to the Town of Ledyard within 10 days of receipt of the Citation Hearing Officer's determination.
  2. Not less than thirty days, but not more than twelve months, after the mailing, as set forth in subsection (D) (1) above, the Citation Hearing Officer shall file a certified copy of the notice of assessment with the clerk of a Superior Court designated by the Chief Court Administrator (as of the date of adoption hereof, the New London judicial district civil courthouse), together with the appropriate entry fee. The certified copy of the notice of assessment shall constitute a record of assessment. Within the twelve-month period, assessments against the same person may be accrued and filed as one record of assessment.
    - a. Entry of judgment. The court clerk shall enter judgment in the amount of the record of assessment, and court costs, allowed by the General Statutes, in favor of the Town pursuant to C.G.S. 7152(c).
    - b. Effect of judgment; levy of execution permitted. Notwithstanding any provision of the General Statutes, the Citation Hearing Officer's assessment, when so entered as a judgment, shall have effect of a civil monetary judgment, and a levy of execution on the judgment may issue without further notice, to the respondent.
- E. A decision of the Citation Hearing Officer may be appealed to Superior Court in accordance with the provisions of C.G.S., Section 7-152c(g).

Section 10. Failure to Respond to Citation

- A. If the property owner, agent, tenant or responsible person fails to respond to the citation of blight or is unwilling or unable to rehabilitate, demolish, groom, or maintain the blighted property according to the provisions of this Ordinance, the Town may:
1. Take the necessary steps to acquire blighted properties, which have been certified by the Building and Zoning Official to be abandoned pursuant to the Urban Homestead Act of the Connecticut General Statutes.
  2. Take the necessary steps to acquire and rehabilitate the blighted premises in accordance with the Town of Ledyard Plan of Conservation and Development.
  3. Take the necessary steps to acquire blighted properties using other state or federal means as they may be available.

Section 11. Removal of Abandoned, Inoperable or Unregistered Motor Vehicles



For all properties declared blighted properties within the meaning of this Ordinance as a result of the presence of an abandoned, inoperable or unregistered motor vehicle, which blighted condition has remained in effect for thirty (30) days or which motor vehicle has remained abandoned, inoperable or unregistered on site for thirty (30) days after:

1. Notice by hand delivery or by certified mail, return receipt requested, to the last known address of the owner of the property on which such motor vehicle remains, or the owner of the abandoned motor vehicle, if different from the owner of the property requesting the removal of such motor vehicle; and
2. Notice in a newspaper having a general circulation in the Town of Ledyard.

The Chief of Police may provide for the removal and storage of said motor vehicle or parts thereof. The costs of the removal and storage of said motor vehicle or parts thereof and the costs of notices shall be borne by the owner of the property from which the motor vehicle or parts thereof are removed or, if the owner of the property is not the owner of the abandoned motor vehicle, by the owner of the abandoned motor vehicle.

Any motor vehicle that is removed pursuant to this Ordinance may not be returned to the same property unless it has been made operable and has been registered.

If the costs of the removal and storage of the motor vehicle remain unpaid for a period of thirty (30) days, the Chief of Police may order the motor vehicle or parts thereof sold at public auction and no such public auction shall occur without being sent, certified mail, return receipt requested, to the owner of the property involved or, if the owner of the property is different from the owner of the motor vehicle, the motor vehicle is to be auctioned and the proceeds of the auction applied to the cost of removal and storage. Notice of the auction shall be published in a newspaper having circulation in the Town of Ledyard at least ten (10) days prior to said auction date. The proceeds of such sale will be used by the Chief of Police to defray the costs of removal, storage and notice. If there should be any money left over after the payment of said costs, the excess proceeds shall be turned over to the owner of the property involved, or if the owner of the property is different from the owner of the abandoned motor vehicle, or if neither property is known, said funds shall be deposited in the General Fund of the municipality.

Any person aggrieved by a notice requesting the removal of a motor vehicle or by the removal of same may, within 15 days of receipt of notice, appeal said ruling to the Citation Hearing Officer. Said appeal shall be heard and appeals may be taken from any such hearing in accordance with the procedures as set forth in the C.G.S., Section 7152c.

## Section 12. Collection of Fines Imposed and Costs Incurred

- A. All fines imposed for violation of this Ordinance shall be payable to the Town of Ledyard and deposited in the General Fund.
- B. Upon petition of the property owner, the Town Council may waive and release the penalties and liens (excluding motor vehicle violations) if:
  1. The Town of Ledyard acquires the property; or
  2. At the time of the sale of the blighted property, in the Town Council's opinion, the buyer has the financial ability and intention and has indicated in writing to the Town Council his, her, or its intent to immediately rehabilitate the blighted property. Failure to rehabilitate the blighted property, within the agreed upon timeframe will result in reinstatement of the previous penalties and liens as well as accrual of additional penalties and liens from the date of the waiver.
- C. Pursuant to C.G.S., Section 7-148aa, any unpaid fine imposed pursuant to this Ordinance shall constitute a lien upon the real estate against which the fine was imposed from the date of such fine. In addition, pursuant to C.G.S. 49-73, any expenses incurred by the Town pursuant to this Ordinance shall be subject to a lien. Said lien may be foreclosed upon and enforced in the same manner as property tax liens. The Town of Ledyard Tax Collector is hereby empowered to place a lien on the land records in the manner as specified by Connecticut General Statutes provided a copy of said lien is mailed by first class mail to the owner as set forth on the most recent tax assessment list.

Section 13. Municipal Abatement

In any action to enforce this Ordinance or to enforce any violation hereof, including the failure to pay a fine or penalty, the Town of Ledyard may recover its costs, any and all fines provided for herein, equitable and legal relief, along with any reasonable attorney fees and its witness fees and such other relief as permitted by law.

Section 14. Administrative Responsibility

The Enforcement Officer(s) may prescribe administrative procedures necessary for the purpose of effectuating this Ordinance, which procedure shall be approved by the Town Council.

Section 15. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 16. Violation

A violation of this Ordinance is a public nuisance.

Section 17. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Amended, Adopted and by the Ledyard Town Council on: \_\_\_\_\_

\_\_\_\_\_  
Kevin J. Dombrowski, Chairman

Approved / Disapproved on: \_\_\_\_\_

\_\_\_\_\_  
Fred Allyn, III, Mayor

Published on:

Effective Date:

\_\_\_\_\_  
Patricia A. Riley, Town Clerk

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Revision: Ordinance #130 *“Town of Ledyard Blight Ordinance”* Adopted March 12, 2013; Ordinance #300-012 *“Town of Ledyard Blight Ordinance”* Renumbered September 25, 2019; Ordinance #300-012 (rev.1) *“Town of Ledyard Blight Ordinance”* Amended and Adopted October 23, 2019.

History: The Twenty-fourth Town Council (2017- 2019) Ordinance Update Initiative: Renumbered Ordinance #130 *“Town of Ledyard Blight Ordinance”* to Ordinance #300-012. No changes were made to the Ordinance (Town Council September 25, 2019 meeting). to Ordinance #300-012 (rev.1) . No changes were made to the Ordinance (Town Council September 25, 2019 meeting).

2013: Ordinance #130 *“Town of Ledyard Blight Ordinance”* was adopted after several years of work and debate. The intent of the Ordinance is to protect property values by providing the town with another tool to deal with problem properties in town, such as foreclosed properties/bank owned properties that have not been maintained for years. The Ordinance provides the town with a tool to request the bank mow the grass, trim the hedges, etc., because the neighbors are affected by the unmaintained property. The Ordinance also enabled the Town to request certain commercial and industrial properties be cleaned up and be maintained. The intent of the Ordinance is not intended to cause conflict between neighbors.

2019: The *“An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard”*

was a complete rewrite of the Town of “*Ledyard Blight Ordinance*”, to more clearly define the intent.

2023: Minor edits were made to correct Section references and in Section 9 B(2) correct from “....and the ~~Citation Hearing Board~~” to “..... *Blight Enforcement Officer*” .

V. PUBLIC COMMENTS (please limit to three minutes)

Mr. Charles Hollis, 6 Autumn Way, Ledyard, stated that he was the resident that appealed to the Town Council to consider adopting an Ordinance in accordance with Connecticut General State Statute 12-81c to provide a personal property tax exemption for modified handicap accessible vehicles owned by a person with disabilities. He stated their vehicle required extensive modifications noting that the entire floor had to be cut out of the van, hydraulic systems were installed so the vehicle would lean to lower the angle of the ramp, etc. He stated the sticker price on the van was \$44,000; but with the required handicap modifications the final sale price was \$93,000. He explained that the State taxes them on the sale price of the van, noting that they do not tax the cost of the handicap conversions. He also noted that the State allowed for a local tax exemption. He urged the town to move forward with the proposed Ordinance, not only for his family, but for anybody else who might be in this position. He stated his wife Valarie was with here this evening along with the vehicle should anyone like to see what the van looked like.

The Town Council thanked Mr. Hollis for bringing this tax relief benefit for handicap accessible vans to their attention.

Councilor Ingalls thanked Mr. Hollis for presenting a well-informed case, and for bringing it to the Town Council’s attention.

VI. ADJOURNMENT

Chairman Dombrowski stated hearing no further public comment, Chairman Dombrowski adjourned the public hearing at 6:42 p.m.

The Town Council stepped outside to look at Hollis’ handicap accessible van.

\_\_\_\_\_  
Transcribed by Roxanne M. Maher  
Administrative Assistant to the Town Council

I, Kevin J. Dombrowski, Chairman of the Ledyard Town Council,  
hereby certify that the above and foregoing is a true and correct  
copy of the minutes of the Public Hearing held on September 27, 2023

Attest: \_\_\_\_\_  
Kevin J. Dombrowski, Chairman

LAW OFFICE OF CHRIS ALBANESE LLC  
Citizens IOLTA  
2 Chapman Lane, Ste. E / P.O. Box 27  
Gales Ferry, CT 06335-1843  
(860) 464-0030

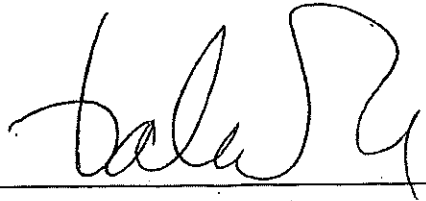
Citizens Bank of Connecticut  
1663 Route 12, Gales Ferry, CT 06335  
(860) 464-3141  
5-7017/2110

Check No. 138034

Escrow No.: LedySRCR9155 Date: 11/17/2023 \$ 260,895.00

VOID VOID VOID VOID VOID VOID  
Pay TWO HUNDRED SIXTY THOUSAND EIGHT HUNDRED NINETY FIVE AND NO/100 DOLLARS

To The Town of Ledyard  
Order  
Of



Ref:  SECURITY FEATURES INCLUDED. DETAILS ON BACK 

⑈ 138034 ⑈ ⑆ 211170114⑆ 2234131094⑈

Law Offices Chris Albanese - (860) 464-0030 - Citizens Streamline IOLTA Check No. 138034  
Date: 11/17/2023 Escrow No.: LedySRCR9155 (V, ) Closed: 11/15/2023 \$260,895.00  
Payee: Town of Ledyard

Seller: Town of Ledyard

Buyer: Leonard D. Sherman, Jr.

Seller Proceeds  
Property: 332 Colonel Ledyard Highway, Ledyard,  
CT 0

Ref:  
Memo 1:  
Memo 2:  
Detail: Seller Proceeds 260,895.00

We Appreciate Your Business!



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

---

**File #:** 22-092

**Agenda Date:** 1/3/2024

**Agenda #:** 6.

---

AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Any other New Business proper to come before the Committee.

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



Buyer: Leonard D Sherman
Address: 98 Fairy Dell Rd. Clinton, CT 06413
Seller: Town of Ledyard
Address: 332 Colonel Ledyard Hwy. Ledyard, CT 06339

Seller agrees to sell, and Buyer agrees to purchase certain real property known as 332 Colonel Ledyard Hwy Ledyard, CT, more fully described in the land records, town of Ledyard, CT in Vol 559 Page 54.

1. PURCHASE PRICE \$ 280,000.00

Payable as follows:

- A. By initial deposit with this Agreement, subject to collection \$ 1,000.00 A.
B. By additional deposit on or before \$ B.
C. By proceeds from institutional financing \$ 224,000.00 C.
D. By proceeds from Seller financing (see attached Addendum) at closing \$ D.
E. By cashier's or certified bank check, wire transfer or attorney trustee check at closing \$ 55,000.00 E.

2. FINANCING: (Check as applicable)

- A. [ ] Cash transaction. There is no mortgage contingency.
B. [ ] Buyer's ability to close is contingent upon the sale of Buyer's property. See attached Contingency For Sale Of Buyer's Property addendum.
C. [X] Mortgage financed transaction: (Check all that apply)
Mortgage Type: [X] Conventional [ ] FHA [ ] VA [ ] USDA [ ] Renovation Type: [ ] Other
Mortgage Terms: Initial interest rate not to exceed: PR % Amortized term: 30 Points:
[X] Fixed [ ] Variable [ ] CHFA [ ] Down Payment Assistance (DAP)

Mortgage Contingency: Buyer agrees to apply for a mortgage within 2 calendar days of Seller's acceptance. If Buyer fails to make formal application by said date, Buyer shall be in default of this Agreement. Mortgage commitment shall be obtained on or before 9.28.2023 [Mortgage Commitment Date]. It is further agreed that if, after diligent effort, Buyer is unable to obtain the mortgage commitment, then all deposits shall be returned to Buyer, provided Seller has received written notice from Buyer with proof of inability on or before the Mortgage Commitment Date, whereupon this Agreement shall be null and void. In the event Seller has not received said notice, then this mortgage contingency shall be deemed satisfied. Buyer grants permission to the lending institution to provide status of his/her loan to the agents involved in this transaction. For renovation loan financing, this Agreement is contingent on mortgage commitment and the Buyer's acceptance of additional required improvements as determined by the lender on or before the Mortgage Commitment Date.

3. APPRAISAL CONTINGENCY: (Check only one)

- A. [ ] This Agreement is not subject to an appraisal contingency.
B. [ ] VA Addendum.
C. [ ] FHA Addendum.
D. [X] Buyer shall obtain an appraisal report from a Connecticut Certified Residential Appraiser on or before 9.15.2023 [Appraisal Report Receipt Date]. If the appraisal report provides an appraised value less than the purchase price, the Buyer may terminate this Agreement by giving Seller a copy of the appraisal report and written notice within five (5) days of the Appraisal Report Receipt Date, unless the Appraisal is received sooner, in which case the written notice must be given to Seller within five (5) days of Buyer's receipt of the appraisal report. If Buyer fails to provide Seller with such notice, the parties shall be bound to perform their obligations under this Agreement. If Buyer terminates this agreement as provided herein, the deposits shall be returned to Buyer.

4. SELLER CREDIT FOR BUYER CLOSING EXPENSES: Seller agrees to credit Buyer at closing up to \$ 0 toward Buyer's closing costs, pre-paid expenses, discount points, and any other costs allowable by the lender. If Buyer's lender restricts the allowable Seller credit, then Seller's actual and total credit shall be limited to the allowable amount.

5. CLOSING: Seller shall deliver to Buyer a good and sufficient Warranty (or Warranty) Deed, conveying marketable title on or before 10.3.2023 [Closing Date].

6. ADJUSTMENTS: Unless otherwise stated in this Agreement, all adjustments of taxes, water, sewer, interest, condominium fees, rents, fuel, etc., will be made on the day of closing in accordance with the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

Buyer's Initials [ ds ] [ ] [ ] Seller's Initials [ ] [ ] [ ]

[Handwritten signature]



Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



7. COMMISSION: The real estate agency/agencies in this transaction is/are Keller Williams Coastal & RE/MAX Realty Group. Unless otherwise provided for within this Agreement, Seller agrees to pay the real estate commission, as per the Listing Agreement, at the time of closing.

8. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Agreement may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission including fax, e-mail or any technology having digital, magnetic, wireless, optical, electromagnetic or similar capabilities. Either party has the right to withdraw consent to have a record of this Agreement provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions. Each party will promptly inform the other in writing of any change in e-mail address, cell or fax number. Contacts for the real estate agencies in this transaction are:

Buyer's Agent: Jessica L Gardner Seller's Agent: Carol Christiansen
Fax number: Fax number:
E-mail address: YourRealtorJessG@gmail.com E-mail address: cchristiansen@sbcglobal.net
Cell Phone number: (401) 932-4326 Cell Phone number: (860) 464-0443

9. ENCUMBRANCES: The Certificate of Title, if desired, shall be provided by and at Buyer's expense. Unless otherwise noted the property will be conveyed free and clear of liens and subject to all provisions of any ordinance, municipal regulation, public or private law agreements, restrictions and easements of record, and facts disclosed by personal inspection of the property or an accurate survey, provided they do not render the property unmarketable pursuant to the Standards of Title as applied by the Connecticut Bar Association.

A sewer assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.
A water assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.
A gas assessment of approximately \$ if any shall be assumed by Buyer or paid by seller at closing.

10. FIXTURES AND PERSONAL PROPERTY: (Check only one)

- A. See Property Inclusion/Exclusion Addendum attached hereto and incorporated herein.
B. FIXTURES: Unless otherwise agreed in writing the premises to be conveyed shall include all fixtures including but not limited to screens, storm doors, storm windows, satellite dish, wall to wall carpeting, blinds, curtain rods and fixtures, awnings, shades, automatic water heaters, built-ins (dishwasher, oven/range, microwave, etc.), garage door opener(s) and remote control(s), plumbing, lighting, heating and air conditioning (excluding portable and leased equipment), and plants and shrubbery, all as now located on the property. Fixtures specifically excluded from the sale (Not applicable unless filled in): All appliances to convey.

PERSONAL PROPERTY: Unless otherwise agreed in writing the premises to be conveyed shall exclude personal property. Personal property specifically included in the sale with no value assigned to the purchase price or consideration paid by Buyer. (Not applicable unless filled in):

11. LEASED ITEMS: The following leased items are located on the Property: (Check as applicable)

Table with 3 columns: Item, To be removed by Seller, To be transferred to Buyer, Lease Company Name. Rows include Propane Tank(s), Security system/equipment, Solar Panels (see addendum), and Other Leased Items.

12. SELLER DISCLOSURES, NOTIFICATIONS AND OTHER SELLER CREDITS TO BUYER (Initial as Applicable)

- A. Buyer acknowledges receipt of a copy of the Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards from Seller. This disclosure is not for properties built on or after 1978.
B. Buyer acknowledges receipt of a copy of the Residential Property Condition Disclosure Report from Seller. In the event Seller has not furnished Buyer with the Residential Property Condition Disclosure Report when required by CGS Sec.20-327b and prior to Buyer's Execution of this Agreement, Seller shall credit Buyer \$500 at closing.
C. Smoke and Carbon Monoxide Detectors: In the event that Seller fails to comply with P.A. 13-272, Seller shall credit Buyer with the sum of \$250 at closing.
D. Pursuant to Section 22a-134f of the Connecticut General Statutes, Buyer is notified that the Department of Energy and Environmental Protection [DEEP] is required to furnish lists to the Town Clerk's office of hazardous waste facilities located within a town. Buyer should refer to these lists, the DEEP, the Environmental Protection Agency, the National Response Center, the Department of Defense, and third-party providers for information on environmental questions concerning the Property and the lands surrounding the Property.
E. Pursuant to PA 07-214, Buyer is notified that lists of properties on which hunting or shooting sports are conducted may be available from the Town Clerk's office of the towns where said properties are located. Buyer should refer to these lists for information.

Buyer's Initials [Signature] Seller's Initials [Signature]

Signature of Buyer





Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



13. EXAMINATION OF PREMISES: Buyer represents that Buyer has examined said property, including fixtures and personal property that convey, and is satisfied with the physical condition thereof, subject to any additional provisions and/or any inspections/tests made a part of this Agreement.

14. INSPECTIONS AND TESTS: Check the appropriate boxes in Section 14.C for all inspections/tests that Buyer elects to have performed on the property. Buyer shall obtain the written reports from such inspections/tests on or before 8.31.2023 [Inspection Report Receipt Date].

If the Property is "target housing" under federal law (meaning with some exceptions, housing built before 1978), Seller must permit Buyer a 10-day period (unless the parties mutually agree in writing to a different time period) to conduct a risk assessment or inspection of the property for the presence of lead-based paint and lead-based paint hazards before Buyer is obligated under this Contract. Buyer may waive this right of inspection in writing.

Buyer initial as appropriate:

A. [ ] [ ] [ ] For "target housing" only, Buyer waives the right to conduct a risk assessment or inspection for the presence of lead-based paint and lead based paint hazards in the property.

B. [ ] [ ] [ ] Buyer elects to perform no inspections/tests.

C. [ ] [ ] [ ] Buyer elects to perform the inspections/tests checked below.

- Lead Based Paint, Structural/Mechanical, Wood Destroying Organism, Swimming Pool, Asbestos, Water Quality, Chimney, Other: Inspections for informational purposes only, Radon in Air, Well Water System, On-Site Sewage System

D. When checked, Seller shall be responsible for:

- Providing access and working utilities for inspections, including fuel oil or gas for heating equipment. The cost of exposing cover(s), refilling excavation of On-Site Sewage System. The cost of pumping/disposal of on-site sewage waste at the time of On-Site Sewage System inspection.

15. REMEDIES FOR INSPECTION: The remedies in Section 15.A and 15.B apply only to the findings in the inspections/tests reports that are: checked in Section 14.C, received on or before the Inspection Report Receipt Date, and have been declared unacceptable by Buyer.

A. Remedy for Unacceptable Inspection/Test Results: If Buyer deems the results of any inspection/test to be unacceptable, Buyer may request that Seller remedy the unacceptable condition by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date unless the written report is received sooner, in which case the written notice must be within five (5) days of Buyer's receipt of said report.

B. Termination and Release of Deposit: If, for any reason, Buyer is not satisfied with the results of an inspection/test, Buyer may terminate this Agreement by giving Seller written notice within five (5) calendar days of the Inspection Report Receipt Date unless the written report is received sooner, in which case the written notice must be within five (5) calendar days of Buyer's receipt of said report.

16. FINAL WALK-THROUGH BY BUYER: Buyer has the right to inspect repairs and make a final walk-through examination of the premises prior to the closing to verify that Seller has; 1) satisfied all remedies as required by this Agreement, 2) replaced or remedied any removed fixtures as agreed, if applicable, 3) met all contractual obligations, and is conveying the property in the same condition as it was at the signing of this agreement or as negotiated in the remedy for repairs.

17. OCCUPANCY: On the date and time of closing, Seller shall deliver full possession and occupancy of said premises to Buyer, free from all occupants and possessions, and broom clean, except as otherwise specifically provided herein.

Buyer's Initials [ ] [ ] [ ] Seller's Initials [ ] [ ] [ ]

Handwritten initials and signature in a box.





Eastern Connecticut Association of REALTORS®
PURCHASE AND SALE AGREEMENT



18. ASSIGNMENT and SURVIVORSHIP: This Agreement may be assigned by either party without written consent of the other, but shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. RISK OF LOSS: Risk of loss by fire, theft, or other casualty until delivery of the deed shall be upon the Seller. In the event of loss or damage that cannot be repaired by the time of closing so the property is in substantially the same condition as on the date of this Agreement, Buyer shall have the choice of:

- A. Receiving the benefit and proceeds of Seller's insurance coverage and taking title, or
B. Rescinding this Agreement and any monies paid under this Agreement shall be returned to Buyer and all parties shall be relieved of further liability.

20. DEPOSIT: The deposit funds specified in Section 1 shall be made at the stated time(s) and applied towards Buyer's down payment and/or closing costs. All deposits shall be made payable to the Listing Broker or RE/MAX Realty Group (hereinafter referred to as Escrow Agent), and shall be placed into a pooled, interest-bearing account as set forth in CGS Sec. 8-265f, with the interest payable to Connecticut Housing Finance Authority.

21. DEFAULT: On default by either party, without the other party being in default, the party who is not in default shall have the right of proceeding with any remedy at law or in equity, or

- A. Buyer Default: Seller retaining the deposit money as liquidated damages.
B. Seller Default: Buyer reclaiming the deposit money, plus an amount equal to the deposit money as liquidated damages.

22. ADDITIONAL PROVISIONS: Escalation Addendum.

- Sale is strictly AS-IS, seller will not make any repairs. Inspections are for informational purposes only.
Sale is subject to legislative body of approval and town meeting, anticipated to take 30-45 days.
Actual acreage being conveyed is 1.044 acres. The property card has not been updated to reflect this change.
The remaining acreage is being deeded to Avalonia Land Trust.
Home must appraise at or above purchase price.

23. ENTIRE AGREEMENT: This Agreement and attached addenda (if any), represents the entire Agreement between the parties. It shall not be changed orally but only by a written instrument which is signed by all parties.

Notice: When signed by all parties this Agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural.

Notice: This Agreement shall be interpreted pursuant to the Residential Real Estate Closing Customs as promulgated by the Bar Association (if any), as amended, of the County in which the property is located.

Notice: For the purpose of providing notices under this Agreement, the term Buyer shall mean the Buyer, the Buyer's agent, or the Buyer's attorney and the term Seller shall mean the Seller, the Seller's agent, or the Seller's attorney.

DocuSigned by:
8/10/2023 | 10:39 AM PDT
Buyer: [Signature] Date
Seller: [Signature] Date



Eastern Connecticut Association of REALTORS®  
**ESCALATION ADDENDUM**



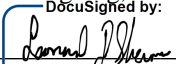
to the Purchase and Sale Agreement dated 8.6.2023 between Leonard D Sherman Buyer(s)  
and Town of Ledyard Seller(s) , for the Property located at 332 Colonel Ledyard Hwy  
Ledyard, CT.

1. Should there be any other written offers submitted on the Property simultaneous to the presentation of this offer and equal to or greater than the Buyer's offering price of \$ 280,000.00 , Buyer hereby agrees to pay \$ 3,000.00 more than the net purchase price (net is defined as the purchase price less any monetary concessions) of any other offer up to a maximum purchase price of \$ 290,000.00 (escalated purchase price) with all other terms and conditions of the Buyer's offer remaining the same, except as follows: \_\_\_\_\_.

2. If the appraised value is determined to be less than the escalated purchase price (appraisal gap or "gap"): (Check one)

- Buyer does not agree to pay any amount above appraised value regardless of escalated purchase price.
- Buyer agrees to pay ANY difference between appraised value and escalated purchase price and provide proof of funds for the gap.
- Buyer agrees to pay a maximum of \$ \_\_\_\_\_ above appraised value, not to exceed escalated purchase price, and will provide proof of funds for the gap.

3. Buyer has made this offer of their own volition and agrees to hold agents and Broker harmless regarding this negotiation. Having read and understood the foregoing, I/we the undersigned, hereby acknowledge the same to be a part of the Purchase and Sales Agreement.

DocuSigned by:  
Buyer Signature:  Date: 8/10/2023 | 10:39 AM PDT

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**The following terms to be completed by the Seller or Seller's Authorized Agent upon acceptance of this Escalation Addendum:**

- A. The Purchase and Sales Agreement and this Addendum shall be modified with the following Purchase Price: \$ \_\_\_\_\_.
- B. The terms of the other bona fide offer from \_\_\_\_\_ (Brokerage), with a Purchase Price of \$ \_\_\_\_\_, and a Seller concession(s) \$ \_\_\_\_\_ yielding Net Purchase Price \$ \_\_\_\_\_ was received on \_\_\_\_\_.
- C. Seller hereby agrees to provide Buyer or Buyer's representative with a copy of the other bona fide offer prior to amending this Purchase and Sales Agreement to reflect the higher sales price. All offers shall be compared using the net purchase price. If Seller receives multiple offers with escalation clauses, this could result in the price escalating to the Buyer's maximum purchase price.
- D. The parties agree to: (check one)
  - Execute a new Purchase and Sales Agreement with all agreed upon changes from section 1 and 2 of this Addendum.
  - Modify the Purchase and Sales Agreement and initial all agreed upon changes from section 1 and 2 of this Addendum.

When signed by all parties this agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. Whenever a term herein references a gender, it is intended to apply to all genders and individuals not conforming to gender(s), and the singular shall include the plural.

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer: \_\_\_\_\_ Date: \_\_\_\_\_ Seller: \_\_\_\_\_ Date: \_\_\_\_\_

STATE OF CONNECTICUT
DEPARTMENT OF CONSUMER PROTECTION
450 Columbus Blvd, Suite 901 ♦ Hartford, CT 06103



RESIDENTIAL PROPERTY CONDITION REPORT

The Uniform Property Condition Disclosure Act (Connecticut General Statutes Section 20-327b) requires the seller of residential property to provide this report to the prospective purchaser prior to the prospective purchaser's execution of any binder, contract to purchase, option, or lease containing a purchase option.

INSTRUCTIONS TO SELLERS:

- 1. You must answer all questions to the best of your knowledge.
2. You are required to identify and disclose any problems regarding the subject property.
3. Your real estate licensee cannot complete this form on your behalf.
4. "UNK" means Unknown, "N/A" means Not Applicable.
5. If you need additional space to complete any answer or explanation, attach additional page(s) to this form.

Pursuant to the Uniform Property Condition Disclosure Act, the seller is obligated to answer the following questions and to disclose herein any knowledge of any problem regarding the following:

A. SUBJECT PROPERTY

- 1) Name of seller(s): TOWN OF LEDYARD
2) Street address, municipality, zip code: 332 COLONEL LEDYARD HWY. LEDYARD, CT. 06339

B. GENERAL INFORMATION

- 3) What year was the structure built? 1947
4) How long have you occupied the property? 0 If not applicable, indicate with N/A.
5) Does anyone else claim to own any part of your property, including, but not limited to, any encroachments? If yes, explain:
6) Does anyone other than you have or claim to have any right to use any part of your property, including, but not limited to, any easement or right of way? If yes, explain:
7) Is the property in a flood hazard area or an inland wetlands area? If yes, explain:

|     |    |     |     |   |
|-----|----|-----|-----|---|
| YES | NO | UNK | N/A | <b>B. GENERAL INFORMATION (Continued)</b> |
|-----|----|-----|-----|---|

- 8) Are you aware of the presence of a dam on the property that has been or is required to be registered with the Department of Energy and Environmental Protection? If yes, explain:
- 9) Do you have any reason to believe that the municipality in which the subject property is located may impose any assessment for purposes such as sewer installation, sewer improvements, water main installation, water main improvements, sidewalks or other improvements? If yes, explain:
- 10) Is the property located in a municipally designated village district, municipally designated historic district, or listed on the National Register of Historic Places? If yes, explain:
 

**Note:** Information concerning village districts and historic districts may be obtained from the municipality's village district commission, if applicable.
- 11) Is the property located in a special tax district? If yes, explain:
- 12) Is the property subject to any type of land use restrictions, other than those contained within the property's chain of title or that are necessary to comply with state laws or municipal zoning? If yes, explain:
- 13) Is the property located in a common interest community? If yes, is it subject to any community or association dues or fees? Please explain:
- 14) Do you have any knowledge of prior or pending litigation, government agency or administrative actions, orders or liens on the property related to the release of any hazardous substance? If yes, explain:

Property Address: 332 Col. Leo Hwy.

Seller Initials JS

Buyer Initials [Signature]



|     |    |     |     |                            |
|-----|----|-----|-----|----------------------------|
| YES | NO | UNK | N/A | <b>C. LEASED EQUIPMENT</b> |
|-----|----|-----|-----|----------------------------|

- 15) Does the property include any leased or rented equipment that would necessitate or oblige either of the following: the assignment or transfer of the lease or rental agreement(s) to the buyer or the replacement or substitution of the equipment by the buyer? If yes, indicate by checking all items that apply:
- YES    NO    UNK    N/A
- Propane fuel tank
  - Water heater
  - Security alarm system
  - Fire alarm system
  - Satellite dish antenna
  - Water treatment system
  - Solar devices
  - Major appliances
  - Other \_\_\_\_\_

|     |    |     |     |                                       |
|-----|----|-----|-----|---------------------------------------|
| YES | NO | UNK | N/A | <b>D. MECHANICAL/ UTILITY SYSTEMS</b> |
|-----|----|-----|-----|---------------------------------------|

- 16) Fuel types? OIL Are you aware of any heating system problems? If yes, explain:
- YES    NO    UNK    N/A
- 17) Hot water heater type? OFF BOILER Age: 13 Are you aware of any hot water problems? If yes, explain:
- YES    NO    UNK    N/A
- 18) Is there an underground storage tank? If yes, list the age of tank N/A and location: Basement - East Wall (NOT UST) INSTALLED IN 2010
- YES    NO    UNK    N/A
- 19) Are you aware of any problems with the underground storage tank? If yes, explain:
- YES    NO    UNK    N/A
- 20) During the time you have owned the property, has there ever been an underground storage tank located on the property? If yes, has it been removed?  Yes  No
- If yes, what was the date of removal \_\_\_\_\_ and what was the name and address of the person or business who removed such underground storage tank? \_\_\_\_\_
- Provide any and all written documentation of such removal within your control or possession by attaching a copy of such documentation to this form.
- 21) Air conditioning type:  Central;  Window; Other \_\_\_\_\_
- Are you aware of any air conditioning problems? If yes, explain
- YES    NO    UNK    N/A
- 22) Plumbing system problems? If yes, explain:
- YES    NO    UNK    N/A

Property Address: 332 Col. Led. Hwy. Seller Initials JBG Buyer Initials [Signature] Page 3 of 8

23) Electrical system problems? If yes, explain:

24) Electronic security system problems? If yes, explain:

25) Are there carbon monoxide or smoke detectors located in the dwelling on the property? If yes, state the number of detectors \_\_\_\_\_ and whether there have been problems with such detectors:

26) Fire sprinkler system problems? If yes, explain:

YES NO UNK N/A **E. WATER SYSTEM**

27) Domestic water system type:  Public;  Private well; Other \_\_\_\_\_

28) If public water:

a) Is there a separate expense/fee for water usage? If yes, is the expense/fee for water usage flat or metered? \_\_\_\_\_ Provide the amount of the expense/fee \_\_\_\_\_ and explain:

b) Are there unpaid water charges? If yes, state amount unpaid: \_\_\_\_\_

29) If private well:

Has the well water been tested for contaminants/volatile organic compounds? If yes, attach a copy of the report. If no report is available, provide name of entity that performed testing and describe results of such testing: \_\_\_\_\_

If public water or private well: Are you aware of any problems with the well or with the water quality, quantity, recovery, or pressure? If yes, explain:

YES NO UNK N/A **F. SEWAGE DISPOSAL SYSTEM**

30) Sewage disposal system type:  Public;  Septic;  Cesspool; Other: \_\_\_\_\_

Property Address: 332 Col. Leo Hwy.

Seller Initials BC

Buyer Initials [Signature]

31) If public sewer:

- a) Is there a separate charge made for sewer use? If yes, is it flat or metered? \_\_\_\_\_
- b) If it is a flat amount, state amount \_\_\_\_\_ and due dates: \_\_\_\_\_
- c) Are there any unpaid sewer charges? If yes, state the amount: \_\_\_\_\_

32) If private:

- a) Name of service company: ML County SEPTIC
- b) Date last pumped: FEB. 2018 Frequency of pumping during ownership: 1x
- c) For any sewage system, are there problems? If yes, explain:

|                |                          |
|----------------|--------------------------|
| YES NO UNK N/A | <b>G. ASBESTOS/ LEAD</b> |
|----------------|--------------------------|

- 33) Are asbestos insulation or building materials present? If yes, location:
- 34) Is lead paint present? If yes, location:
- 35) Is lead plumbing present? If yes, location:

|                |   |
|----------------|---|
| YES NO UNK N/A | <b>H. BUILDING/ STRUCTURE/ IMPROVEMENTS</b> |
|----------------|---|

- 36) Is the foundation made of concrete? If no, explain:
- 37) Foundation/slab problems or settling? If yes, explain:
- 38) Basement water seepage/dampness? If yes, explain amount, frequency and location:
- 39) Sump pump problems? If yes, explain:

Property Address: 332 Con. LEO. Hwy

Seller Initials AG

Buyer Initials [Signature]



40) Do you have knowledge of any testing or inspection done by a licensed professional related to a foundation on the property? If yes, disclose the testing or inspection method, the areas or locations that were tested or inspected, the results of such testing or inspection and attach a copy of the report concerning such testing or inspection. If no report is available, provide name of entity that performed testing and describe results of such testing:

41) Do you have knowledge of any repairs related to a foundation on the property? If yes, describe such repairs, disclose the areas repaired and attach a copy of the report concerning such repairs:

42) Do you have any knowledge related to the presence of pyrrhotite in a foundation on the property? If yes, explain:

43) Roof type: ASPHALT SHINGLE ; Age: 20+ yrs

44) Roof leaks? If yes, explain:

45) Exterior siding problems? If yes, explain:

46) Chimney, fireplace, wood or coal stove problems? If yes, explain:

47) Patio/deck problems? If yes, explain:

YES NO UNK N/A **H. BUILDING/ STRUCTURE/ IMPROVEMENTS (Continued)**

48) If patio/deck is constructed of wood, is the wood treated or untreated? TREATED

49) Driveway problems? If yes, explain:

50) Water drainage problems? If yes, explain:

51) Interior floor, wall and/or ceiling problems? If yes, explain:

52) Fire and/or smoke damage? If yes, explain:

53) Termite, insect, rodent or pest infestation problems? If yes, explain:

Property Address: 332 Col. L. Ho. Hwy.

Seller Initials: CC

Buyer Initials: [Signature]



- 54) Rot or water damage problems? If yes, explain:
- 55) Is the structure(s) insulated? If yes, type: \_\_\_\_\_; location:
- 56) Has a test for radon been performed? If yes, attach copy of the report. If no report is available, provide the name of entity that performed the testing and describe the results of such testing: \_\_\_\_\_
- 57) Is there a radon control system in place? If yes, explain:
- 58) Has a radon control system been in place in the previous 12 months? If yes, explain:

The seller should attach additional pages, if necessary, to further explain any item(s) above. Indicate here the number of additional pages attached: \_\_\_\_\_

Questions or Comments? Consumer Problems? Visit the Department of Consumer Protection website at: [www.ct.gov/dcp](http://www.ct.gov/dcp)

**IMPORTANT INFORMATION**

**(A) Responsibilities of Real Estate Brokers**

This report in no way relieves a real estate broker of his or her obligation under the provisions of section 20-328-5a of the Regulations of Connecticut State Agencies to disclose any material facts. Failure to do so could result in punitive action taken against the broker, such as fines, suspension or revocation of license.

**(B) Statements Not to Constitute a Warranty**

Any representations made by the seller on the written residential property condition report shall not constitute a warranty to the buyer.

**(C) Nature of Report**

This Residential Property Condition Report is not a substitute for inspections, tests, and other methods of determining the physical condition of the property.

**(D) Information on the Residence of Convicted Felons**

Information concerning the residence address of a person convicted of a crime may be available from law enforcement agencies or the Department of Public Safety.

**(E) Building Permits and Certificates of Occupancy**

Prospective buyers should consult with the municipal building official in the municipality in which the property is located to confirm that building permits and certificates of occupancy have been issued for work on the property.

**(F) Home Inspection**

Buyers should have the property inspected by a licensed home inspector.

Property Address: 332 Cor. Geo. Hwy.

Seller Initials TCY

Buyer Initials [Signature]

**(G) Concrete Foundation**

Prospective buyers may have a concrete foundation inspected by a licensed professional engineer who is a structural engineer for deterioration of the foundation due to the presence of pyrrhotite.

**(H) Dam**

Information concerning the registration and categorization of a dam on the property may be obtained from the Department of Energy and Environmental Protection.

**(I) Buyer's Certification**

The buyer is urged to carefully inspect the property and, if desired, to have the property inspected by an expert. The buyer understands that there are areas of the property for which the seller has no knowledge and that this report does not encompass those areas. The buyer also acknowledges that the buyer has read and received a signed copy of this report from the seller or seller's agent.

Date 8/10/2023 | 10:39 AM PDT Buyer  Buyer Leonard D Sherman  
Signature Print Name

Date \_\_\_\_\_ Buyer \_\_\_\_\_ Signature \_\_\_\_\_ Buyer \_\_\_\_\_ Print Name \_\_\_\_\_

**(J) Seller's Certification**


To the extent of the seller(s) knowledge as a property owner, the seller acknowledges that the information contained above is true and accurate for those areas of the property listed. In the event a real estate broker or salesperson is utilized, the seller authorizes the brokers or salespersons to provide the above information to prospective buyers, selling agents or buyer's agents.

Date 8/3/23 Seller  Seller Fred B. Allen III  
Signature Print Name DWN OF LEYARD

Date \_\_\_\_\_ Seller \_\_\_\_\_ Signature \_\_\_\_\_ Seller \_\_\_\_\_ Print Name \_\_\_\_\_

Property Address: \_\_\_\_\_

Seller Initials \_\_\_\_\_

Buyer Initials 

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS  
(PURCHASE AND SALE)**

Property Address: 332 Colonel Ledyard Hwy, Ledyard, CT 06339

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interests in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure  
(Initial)**

*JBQ*

(a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

*JBQ*

(b) Records and reports available to the seller (check one below):

Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment  
(Initial)**

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet **Protect Your Family from Lead in Your Home**.

(e) Purchaser has (check one below):

Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and or lead-based hazards; or

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (Initial)**

(f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

|                    |                    |               |
|--------------------|--------------------|---------------|
| <i>[Signature]</i> | <i>[Signature]</i> | <i>8/3/23</i> |
| Seller             | Date               | 08/04/23      |
| Agent              | Date               |               |
| Purchaser          | Date               |               |

|                |                             |
|----------------|-----------------------------|
| DocuSigned by: |                             |
| Seller         | 8/10/2023 Date 11:21 AM MDT |
| Agent          | 8/10/2023 Date 10:39 AM PDT |
| Purchaser      |                             |



### Mold and Mold-Forming Condition Disclosure

Date: 8/3/23

Seller(s): TOWN OF LEDYARD

Property Address: 332 COLONEL LEDYARD HWY, LEDYARD, CT.

Seller(s) certifies that to the best of Seller's(s)' knowledge and belief (check all that apply):

Seller(s) has no knowledge of the presence of conditions that could lead to the growth of mold (such as, but not limited to, excessive humidity, water leakage, drainage problems, flooding, etc).

Seller(s) has treated the Property Address above for mold growing on structural components such as beams, studs, posts, wall cavities or penetrating (growing below the surface) of walls, ceilings or floors ("penetrating" does not mean a small amount of mold or mildew growing on shower curtains, showers or bathtubs)

Please provide details- attach additional sheets if necessary

Seller(s) knows of the presence of conditions that could lead to the growth of mold (excessive humidity, water leakage, drainage problems, flooding, etc). (Please provide details)

Please provide details- attach additional sheets if necessary

The Seller(s) makes this disclosure knowing that the listing agent, the buyer agent, and any potential buyer(s) will rely on the information contained on this disclosure.

Seller's Signature

Seller's Signature

FRYD B. ALLYN III  
Print Name

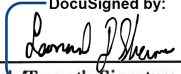
Print Name

8/3/23  
Date

Date

I/We have received and read this form. Completion of this form does not mean that the Seller(s) has performed any investigation of the Property or that Seller(s) warrants that the Property is without mold.

Note: Mold is present in all homes, and there are currently no standards for the presence of mold or mold remediation. For further information see the Connecticut Department of Public Health's "Fact Sheet Mold in the Home: Health Concerns". The fact sheet is available at <http://www.state.ct.us/dph>.

DocuSigned by:  
  
Buyer's/Tenant's Signature

Buyer's/Tenant's Signature

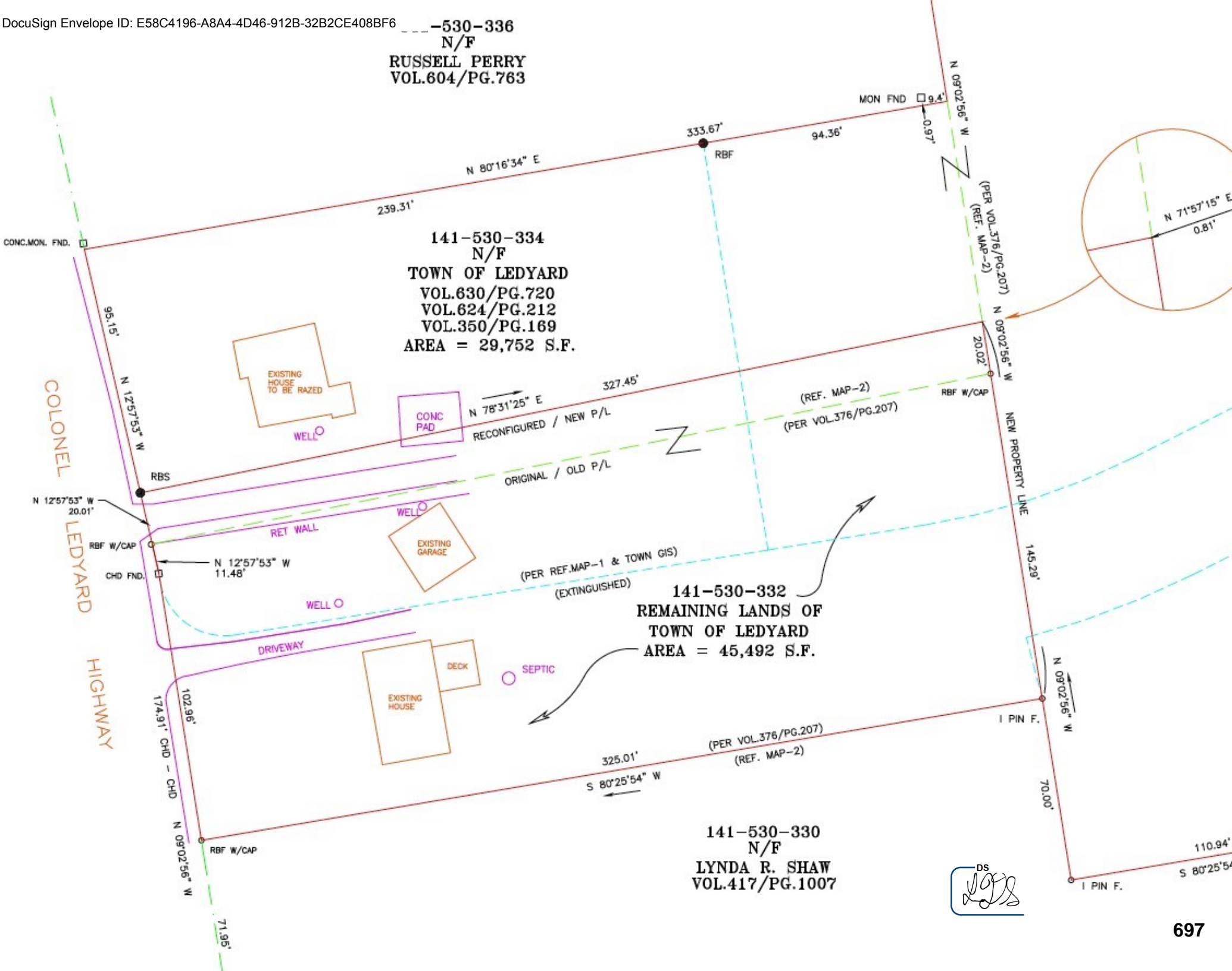


**-530-336**  
N/F  
**RUSSELL PERRY**  
VOL.604/PG.763

**141-530-334**  
N/F  
**TOWN OF LEDYARD**  
VOL.630/PG.720  
VOL.624/PG.212  
VOL.350/PG.169  
AREA = 29,752 S.F.

**141-530-332**  
**REMAINING LANDS OF**  
**TOWN OF LEDYARD**  
AREA = 45,492 S.F.

**141-530-330**  
N/F  
**LYNDA R. SHAW**  
VOL.417/PG.1007



DS  
