

Roxanne Maher

From: Jessica Buhle
Sent: Tuesday, October 28, 2025 10:35 AM
To: Roxanne Maher
Subject: Fwd: Redline version of the draft and two notes.
Attachments: Secondary Attorney Revisions Clean Copy 10-28.docx; Secondary Attorney Revisions Redline 10-28.docx

Good morning Roxanne,

Please attach this additional correspondence between Attorney Ritter and I.

I am also attaching a secondary redline draft showing these recommended changes, and a new attorney revised clean copy of the draft to attach as well.

Thank you.

Best,

Jessica Buhle
Ledyard Town Council
jessicab@ledyardct.org

Begin forwarded message:

From: "Ritter, Matthew D." <MRitter@goodwin.com>
Subject: **Re: Redline version of the draft and two notes.**
Date: October 28, 2025 at 8:59:39 AM EDT
To: Jessica Buhle <Jbuh@ledyardct.org>

Thanks. -Matt

Sent from my iPhone

On Oct 28, 2025, at 8:31 AM, Jessica Buhle <Jbuh@ledyardct.org> wrote:

CAUTION: EXTERNAL EMAIL: Please be cautious of links and attachments.

Thank you. I will incorporate those changes and send you a clean copy after the meeting as requested.

-Jessica

Sent from my iPhone

On Oct 28, 2025, at 8:29 AM, Ritter, Matthew D. <MRitter@goodwin.com> wrote:

Hood morning Jessica – some small comments below. I have no additional comments at this time. However, after the meeting tomorrow please send me a clean version just so I can proofread it one more time for typos, section ordering, etc. Thanks. -Matt

1. Gift definition. I think it should be something like this:

“*Gift*” is a gift of more than one hundred dollars (\$100.00) in value. A gift includes, but is not limited to, entertainment, food, beverage, travel, and lodging to the extent that the gift value exceeds one hundred dollars (\$100.00) in any one (1) calendar year from the same person, as well as loans that are not commercially reasonable.”

Under this language, you could take someone out to dinner for \$99.99 once a calendar year. Does that make sense?

2. Add the word two times to Section 9(d). 6:

1. For a consultant - to **the** agent
executing **the** contract on behalf of the Town or
Board of Education.

3. Section 10 – maybe re-title it since the employment language has been deleted?

4. Section 12 – not a legal issue...just concerned about the Town Clerk’s ability to get all these forms signed in 60 days especially since it includes teachers, etc. And if the ordinance is adopted in November, there are a lot of holidays/vacation days in the subsequent 60 days.

Maybe use 120 days? I would just make sure the Town Clerk can handle this in whatever time period is given.

Thanks, Matt

[<image001.png>](#)

Matthew D. Ritter
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From: Jessica Buhle <Jbuh@ledyardct.org>
Sent: Monday, October 27, 2025 7:30 PM
To: Ritter, Matthew D. <MRitter@goodwin.com>
Subject: Re: Redline version of the draft and two notes.

CAUTION: EXTERNAL EMAIL: Please be cautious of links and attachments.

Good evening,

I am attaching a final redline draft incorporating your changes.
I have made the changes from the clean draft I sent you.

Green items are the changes you've recommended adding or defended modifying; redlines are items we've deleted.

With these changes adopted, do you feel this ordinance is effective to protect the Town of Ledyard and can be defended if the need arose?

Thank you again for your assistance and prompt replies (but if you happen to read this this evening, please don't reply until tomorrow and enjoy your evening).

Best,

Jessica Buhle
Ledyard Town Council
jessicab@ledyardct.org

On Oct 27, 2025, at 6:29 PM, Ritter, Matthew D.
<MRitter@goodwin.com> wrote:

Hi Jessica – thanks for the redline. Very helpful. Comments/suggested edits below:

1. Definition of “Gift” - I think you accidentally deleted the phrase “and one hundred dollars (\$100.00) total in any one (1) year from the same person.”

2. You include the “Town Attorney” in the definition of “Official.” However, the Town Attorney is already included in the definition of consultant.

If you include Town Attorney in the definition of “Official” you will have to clarify some provisions in which the term “Official” is used. See Section 9.d., Section 12.a. and #8 of “Gifts do not include”, for example. There may be some more as well.

3. Conflicts of Interest – I fully appreciate that this language below in subsection (a) comes directly from the Glastonbury code. I will only point out that this is a subjective standard. I just note that it will be easier for the Ethics Commission to make rulings if there are objective criteria (i.e. the gift rule or financial interest rule). However, this is a policy decision for the Town Council/Mayor to determine.

“that is incompatible with the proper discharge of that individual’s official responsibilities in the public interest or would tend to impair his/her independent judgment or action in the performance of official responsibilities.”

-I think it is fine to leave in subsection (d) even though it is already in the employee handbook.

-I would delete (f) because it appears earlier in the ordinance (or vise versa...delete the earlier section).

4. Section 9(c) – I assume section 1. applies only to property in Ledyard? I would clarify that for the corporation, trust, partnerships, etc.

Section(c) 3. – delete the term “political subdivision.” Or let me know what you are trying

to capture here? This was in my prior comments as well.

Section 9(d) – I know this comes from Glastonbury but what does it mean for a Town official to report to a “particular agency?” I would recommend that these officials report to the Town Council Chair and/or Mayor maybe? Or maybe the chair of that board or commission?

For Town employees, it is hard without a Town Manager. However, the term “appropriate authorities” may not be clear enough. Again, maybe it is the Mayor and/or Town Council Chair? Or the full Town Council like with department heads?

-It may also be easier to just require anyone who is uncertain to ask for an advisory opinion? Maybe eliminate the middle step? The involvement of other individuals raises questions about FOIA, confidentiality, etc.

5. Section 10 – is almost identical to the conflicts of interest section I highlighted above. If the Town Council keeps the provision, I would just use it once in the ordinance.

-10. b. I understand subsection (c) because it relates to a matter a consultant/employee may have been involved with in their role as a consultant (and they may be privy to certain confidential information, etc). However, it does not work as well for subsection (b). What is meant by “affiliated” for a consultant? For example, if the P&Z Commission hires a consultant for advice in 2025, can that consultant advise a different applicant in 2026 if it is a completely different property and an unrelated matter?

“No former Town official, employee, or consultant shall appear on behalf of any person or other entity before any agency with which he/she previously was employed or affiliated for a period of one (1) year after the termination of his/her public service or employment; provided,

however, that such an individual may be permitted to make such an appearance upon receipt of a favorable prior advisory opinion by the Ethics Commission pursuant to Section 13 following its review of the individual's written application and relevant facts."

-As noted before, I understand that Glastonbury has these revolving door provisions but I do not know if they will pass legal muster for certain consultants, unionized employees, etc. We can certainly research this issue further if requested.

-10. f. – I know this is in Glastonbury, but I still think it is a typo. I would recommend deleting this language in yellow. This was also in my earlier comments.

To avoid even the appearance of impropriety or creation of a situation that would be contrary to the declared policy and purpose of the Code, a Town official, **not otherwise restrained by the Code**, shall exercise care when appearing before other agencies and shall disclose whether he/she is appearing in his/her official capacity or as a private citizen.

6. Section 12. How are you going to handle existing employees/consultants as opposed to new hires/contracts? Are you going to require them to all sign the form or just new employees? The language may have to be amended to reflect this policy decision.

7. There are no legal issues with adding the training requirements.

<image001.png>

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From: Jessica Buhle <Jbuh@ledyardct.org>
Sent: Monday, October 27, 2025 4:09 PM
To: Ritter, Matthew D. <MRitter@goodwin.com>
Subject: Redline version of the draft and two notes.

CAUTION: EXTERNAL EMAIL: Please be cautious of links and attachments.

Good afternoon,

I have attached the redline draft of the ordinance proposed comparing to the Glastonbury code of ethics. There are also notes in the document as well regarding some of the changes if they are visible. If they are not visible, please let me know and I can send those separately.

Before a final draft is adopted, I have two changes I would like to make to it that didn't get changed before I sent it to you.

First, I would like to change the requirements for finding probable cause to 3 votes instead of 4 while retaining 4 for a final decision.

Second, I would like to re-add section c and d from Section 2-68 about maintaining training for town employees and officials. The language as written in the Glastonbury code is sufficient removing the reference to their charter and naming the Mayor instead of the Town Manager.

Lastly, if you think the language specific to inquiries and complaints directly from the Glastonbury code is better overall, we can move forward with that language instead of the previously proposed language. All of the hearing and procedural language in the draft sent to you is directly from the previous draft.

Thank you for all the feedback and assistance
you have provided to support effective
legislation for Ledyard

Best,

Jessica Buhle
Ledyard Town Council
jessicab@ledyardct.org

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