



# TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway  
Ledyard, Connecticut 06339

## Water Pollution Control Authority

### ~ AGENDA ~

Chairman  
Ed Lynch

Special Meeting/Remote Only

Tuesday, June 9, 2026

7:00 PM

Remote

#### REMOTE MEETING INFORMATION

<https://ledyardct.zoom.us/j/88337864627?pwd=VMPK5P85h6WvRiSIcYXtDmAVxbaOrO.1>

Meeting ID: 883 3786 4627

Passcode: 443035

One tap mobile

+13052241968,,88337864627#,,,,\*443035# US

- I. CALL TO ORDER
- II. ROLL CALL
- III. PLEDGE OF ALLEGIANCE
- IV. EG HOMES WATER CONNECTIONS PRESENTATION AND DISCUSSION
  - 1. Presentation by John McBride
 

**Attachments:** [EG HOMES water connections](#)  
[Water Main Extension Agreement EV Homes](#)
- V. LEAD SURVEY LOAN AGREEMENT DISCUSSION
  - 1. The Mayor's Proposal.
 

**Attachments:** [Mayor MOU Loan for Lead Survey-Email 06.03.2026](#)  
[Intro Tab\\_Final CTDPH\\_LCRR\\_Material\\_Inventory\\_Template-2024 Version](#)  
[May 2026 CLIENT CONTRACT Ledyard Study Phase Services\\_UPDATED](#)
- VI. EMERGENCY OPENING TO SCWA
  - 1. Emergency opening to SCWA on Fairway Drive
- VII. DISCUSSION AND POSSIBLE VOTE ON SEWER RATES
  - 1. Sewer Rates
- VIII. 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 #:** 26-0855

**Agenda Date:** 6/9/2026

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Presentation by John McBride

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)

Ed, are you available for a call this afternoon between 1:30 and 3:00, or tomorrow between 3:00 and 5:00, to finalize the will-serve letter?

Liz also forwarded me an email from Kate Blacker indicating a preference for individual meter pits for each unit. I'd like to discuss alternative options as installing individual meter pits would add at least \$130,000 to the project, which really impacts our goal of keeping townhome sales prices as affordable as possible.

Thanks,

John

John McBride

Land Acquisition Manager

[jmcbride@eghome.net](mailto:jmcbride@eghome.net)

Direct: (203) 767-4015

Broker, EG Group Realty LLC

CT REB.0793516



***It's Time to Live Better!***

**Better Process. Better Performance. Better Future.**

EG Home LLC

3 Pomperaug Office Park, Suite 105

Southbury, CT 06488

(203) 714-6622

[eghome.net](http://eghome.net)

## **WATER AND SEWER MAIN EXTENSION AGREEMENT**

This Agreement, entered into by and between **THE TOWN OF LEDYARD**, a municipal corporation acting through its Water Pollution Control Authority, and, **EG Home, LLC**, a Connecticut limited liability company, hereinafter called the "Owner", whose mailing address for the purpose of carrying out the terms of this Agreement is 3 Pomperaug Office park, Suite 105, Southbury, Connecticut 06488.

### **WITNESSETH**

**WHEREAS**, the Owner has a serious need to have its properties located at in Ledyard service with 76 Units units receiving public water and sewer and has requested the Town of Ledyard Water Pollution Control Authority to provide such service;

**WHEREAS**, the Town of Ledyard, acting through its Water Pollution Control Authority provides a public water supply and sewer service to portions of the Town of Ledyard, including properties in the vicinity of the town library on State road 117 and will reserve a nominal rate of 7000 gallons/day of sewer service for up to 5 years, after which, if the Owner does not complete the development in 5 years, said rate capacity of 7000 gallons/day at the discretion of the Water Pollution Control Authority may be reallocated to another development; and

**WHEREAS**, the Town of Ledyard is willing to provide the requested services as long as there is no appreciable cost to the Town of Ledyard and agrees to process a nominal sewer rate of 7000 gallons/day:

**NOW, THEREFORE**, the parties agree as follows:

1. The Owner agrees to install, at its sole cost and expense, and in accordance with all rules, regulations, ordinances and specifications adopted by the Town of Ledyard, acting through its Water Pollution Control Authority, in accordance with the plan referenced in the plan attachment hereof, the water and sewer main described therein and all appurtenances required in connection therewith by the applicable rules and regulations of the Town of Ledyard Water Pollution Control Authority, including any additional regulations promulgated by its consultant, the City of Groton acting through its Department of Public Utilities and adopted by the Town of Ledyard Water Pollution Control Authority, including the cost of supervision of testing and sanitizing the installed facilities.
2. In addition, the Owner agrees to pay the full and actual cost incurred by the Town of Ledyard Water Pollution Control Authority for the following:
  - a. The connection of the water main described in the attached plan hereof to the existing water main in the location of the library across Route 117
  - b. Construction inspection fees incurred by the Town of Ledyard Water Pollution Control Authority.
  - c. Testing of the water main and appurtenant facilities.

- d. Interconnection of the individual units to the existing water main.
  - e. The connection of the sewer main described in the attached plan hereof to the existing sewer main north of the Bill Library across Route 117.
  - f. Any leak test requirements for the new sewer line installation.
3. The Owner agrees to pay to the Town of Ledyard, in advance of construction, in accordance with a written proposal, the anticipated cost to be incurred by the Town of Ledyard, acting through the Water Pollution Control Authority, for the work to be conducted by the Town of Ledyard as provide in Paragraph 2 of this Agreement. Any funds so collected, which are in excess of actual costs, shall be refunded to the Owner.
  4. The Town of Ledyard agrees to pay the full and actual cost of the following:
    - a. The review of the customer's request to determine the relationship to system requirements, size of facilities to be built, and procedures to be followed.
  5. Title to all water and sewer mains installed under the terms of this Agreement shall vest in the Town of Ledyard which shall assume full responsibility for the maintenance thereof.
  6. No benefit assessment, special connection charge, or end connection charge shall be applied to or assessed against any building lot developed by the Owner which connects to the water and sewer mains in accordance with paragraph 3 above.
  7. All reimbursement to the Owner shall be made to the address contained in this Agreement. It shall be the responsibility of the Owner, in this Agreement, to advise the Town of Ledyard of any changes in address. Should any reimbursement mailed to the Owner be returned for lack of sufficient address, the Town of Ledyard shall be relieved of any further obligation to reimburse the Owner.

Should title to the Owner's property be transferred to any other person, firm or agency, reimbursements shall continue to be made to the Owner as defined in and under the terms of this Agreement.
  8. Nothing contained herein shall obligate the Town of Ledyard to make payments to the Owner from their own funds in the event any assessment or charge is found to be illegal, excessive or uncollectible for any reason.
  9. In consideration of the commitment by the Town of Ledyard, acting through its Water Pollution Control Authority, to provide water and sewer service to the Owner, the Owner waives any objections, known or unknown, to the regularity or authority for this Agreement.

Dated at Ledyard, Connecticut, this \_\_\_\_ day of

TOWN OF LEDYARD WATER POLLUTION  
CONTROL AUTHORITY

\_\_\_\_\_ By \_\_\_\_\_ (L.S.)  
Edmond Lynch, Its Chairman

\_\_\_\_\_ EG Homes, LLC

\_\_\_\_\_ By \_\_\_\_\_ (L.S.)

\_\_\_\_\_

DRAFT



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 26-0731

**Agenda Date:** 5/27/2026

**Agenda #:** 1.

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## FINANCIAL BUSINESS REQUEST (FBR)

**Motion/Request:**

The Mayor's Proposal.

**Background:**

The Lead and Copper Rule has been mandated by the Federal Government and is overseen by the State of CT DPH.

**Department Comment/Recommendation:**

(type text here)

**Finance Director Comment/Recommendation:**

(type text here)

**Mayor Comment/Recommendation:**

(type text here)

Ed,

It appears the WPCA has a special meeting on 6/9.

I'd like to propose the following as a means to address the lack of funds for the lead/copper water line inspection:

The Town and WPCA enter into an MOU, similar to that executed with WPCA for the water line installation on Route 12 in 1996. In this case, the Town will loan up to \$215,000 to the WPCA, based on the final actual contract cost for a 10 year term at a rate of 1% per annum. The loan principal and interest will be paid quarterly at the rate of \$5,649 per quarter, until paid in full. Any grants secured for this express use will be applied directly against the loan from the Town, principal first, then interest.

The 1996 MOU was a one-pager, signed by the Town Council Chair, Mayor and WPCA Chair.

Let me know what you think. This avenue may allow WPCA to move forward more expeditiously.

Best,

Fred

Fred B. Allyn III



Mayor, Town of Ledyard, CT

741 Colonel Ledyard Hwy.

Ledyard, CT 06339

Tel (860) 464-3221

[www.ledyardct.org](http://www.ledyardct.org)

NOTICE\* Effective June 11, 2018

Town Hall hours are 7:30AM-4:45PM Mon-Thurs

**CLOSED FRIDAYS**



# Lead and Copper Rule Revisions Material Inventory



## Introduction

The Lead and Copper Rule Revisions (LCRR), which was published in the Federal Register on January 15, 2021 with an effective date of December 16, 2021, requires that **all community and non-transient non-community** public water systems (PWS), regardless of size or other water system characteristics, to develop service line inventory that identifies materials used to construct and repair **all service lines** connected to the public water distribution system. The initial material inventory must be submitted to the Department by the compliance date of **October 16, 2024**.

In addition, the LCRR requires the submittal of a lead service line replacement (LSLR) plan, LSLR goal rate plan for systems serving > 10,000 people, compliance sampling site plan, a list of schools and childcare facilities served by the PWS, and routine inventory updates. The LCRR requires PWS to replace any lead gooseneck, pigtail, or connector it owns when encountered during planned or unplanned water system infrastructure work and to offer replacement of a customer-owned lead gooseneck, pigtail, or connector. The LCRR requires PWS to conduct LSLR when exceeding the lead trigger level of 10 ppb or action level of 15 ppb.

The United States Environmental Protection Agency (EPA) may make change to all LCRR requirements, except the initial inventory requirements, through the Lead and Copper Rule Improvements (LCRI) to improve health protections and improve implementation of the rule to ensure that it prevents adverse health effects of lead to the extent feasible. EPA plans to release the LCRI before October 16, 2024.

The CTDPH LCRR material inventory template is developed to help PWS comply with the LCRR requirements, including to determine specific requirements on LSLR, to conduct customer and property owner notification, to identify schools and childcare facilities, to select compliance tap sampling sites, and to meet the inventory update requirements. Maintaining a comprehensive and accurate material inventory will assist PWS to facilitate compliance with the LCRR, improve LSLR program efficiency, select proper compliance tap sampling sites, provide greater public health protection, and may assist PWS in obtaining federal and state financial assistance to support the inventory development, LSLR program, and lead gooseneck, connector, or pigtail replacement. PWS are encouraged to seek financial assistance from federal and state agencies, such as the Drinking Water State Revolving Fund (DWSRF), Water Infrastructure Improvements for the Nation Act (WIIN) grants, etc. to support the cost for the replacement of lead service line and lead gooseneck or connector, including the completion of the inventory of lead service line and lead goosenecks, pigtails, or connectors.

### **Inventory Submission Deadlines:**

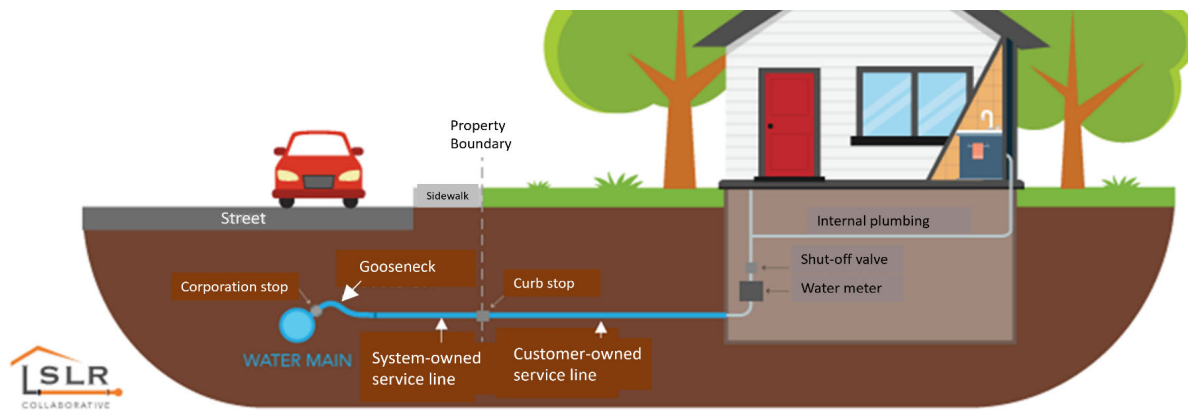
<b>Initial Material Inventory:</b>	<b>October 16, 2024</b> All CWS and NTNC PWS regardless of the service line material composition.
Material Inventory Updates:*	30 days after the Annual or Triennial lead tap sampling monitoring period end
	*PWS on semi-annual monitoring are required to submit the inventory update annually. PWS that have demonstrated the absence of lead, galvanized requiring replacement (GRR), or unknown service lines by October 16, 2024 with their initial inventory are not required to provide an inventory update. However, if any LSL or GRR service line are found subsequently, PWS must notify the DWS within 30 days and prepare an updated inventory on a schedule established by the DWS.

### **Material Inventory Requirements**

The LCRR requires PWS to identify in the material inventory not only the lead service lines (LSLs), but also galvanized service lines, service lines whose material composition is unknown, and service lines of known materials. All community water systems (CWS) and non-transient non-community (NTNC) PWS must develop a material inventory to meet the following requirements:

- 1 The material inventory must include all service lines connected to the public water distribution system, including service lines for fire protection and to vacant or abandoned buildings, regardless of ownership status (e.g. where service line ownership is shared, the inventory must include both system-owned and the customer-owned portions of the service line.)




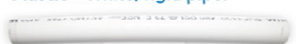

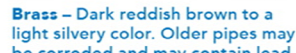


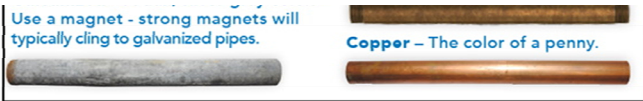
- 2 A water system must use any information on lead and galvanized iron or steel that has been identified when conducting the inventory of service lines in its distribution system for the initial inventory.
- 3 The water system must review the following sources of information to identify service line materials for the initial inventory. The water system may also use other sources of information not listed, if approved by the State. It is strongly recommended that the PWS identify the connector, gooseneck, or pigtail materials and the internal plumbing materials during the information review process to facilitate compliance with other requirements of the LCRR.
  - i All construction information/records, plumbing codes, permits, and existing records or other documentation that indicate the service line materials used to connect structures to the distribution system.
  - ii All water system records, including distribution system maps and drawings, historical records on each service connection, meter installation and maintenance records, historical capital improvement or master plans, and standard operating procedures.
  - iii All inspection reports and records of the distribution system that indicate the material composition of the service connections that connect a structure to the distribution system. (i.e. building inspection, where possible, by customer or system).
  - iv Any resource, information, or identification method provided or required by the State to assess service line materials.
- 4 Each service line, or portion of the service line where ownership is split, must be categorized in the materials classification:
  - i Lead, where any portion of the service line is made of lead.
  - ii Galvanized requiring replacement (GRR), where a galvanized service line is or was at any time downstream of a lead service line or is currently downstream of a "Lead Status Unknown" service line.
  - iii Non-lead, or if known, the actual material such as copper or plastic.
  - iv Lead status unknown, or unknown, where the service line material is not known

Where full service lines are made up of multiple materials, the full service lines are classified based on any portion containing lead, GRR, or lead status unknown materials for purposes of LSLR and outreach. See the "Classifying Service Lines" worksheet for guidance on classification. The CTDPH material inventory template is built to automatically classify the full service line materials using the PWS inputted system-owned and customer-owned service line materials. Note that service lines containing lead, GRR, or lead status unknown materials are required to be replaced as part of the LCRR LSLR requirements.

Water systems must notify all persons served by the water system at the service connection with a lead, GRR, or lead status unknown service line within 30 days of completing their initial service line inventory and annually thereafter until the service connection is no longer a lead, GRR, or lead status unknown service line. New customers must be notified of the service line material at the time of service initiation.

#### Examples of Commonly Found Pipe Materials

Types of Water Pipes (Service Lines)	
<p><b>Lead</b> – A dull, silver-gray color that is easily scratched with a coin. Use a magnet - strong magnets will not cling to lead pipes.</p> 	<p><b>Plastic</b> – White, rigid pipe.</p> 
<p><b>Galvanized</b> – A dull, silver-gray color.</p> 	<p><b>Brass</b> – Dark reddish brown to a light silvery color. Older pipes may be corroded and may contain lead.</p> 



Source: <https://www.dewater.com/do-you-have-lead-pipes-let-us-help-you-find-out>

- 5 The water system must create a publicly accessible service line material inventory. Water systems serving more than 50,000 people must also publish the service line inventory online. However, the exact street addresses do not need to be on the publicly available version of the service line material inventory. Each lead and GRR service line must be associated with a locational identifier. It is recommended that all service lines in the publicly accessible inventory has a locational identifier. A locational identifier can be a general location such as street, block, intersection, landmark, or other geographic marker associated with the service line. It is recommended that water systems consider updating their publicly accessible inventory in real-time.
- 6 Water systems must identify and track service line materials in the inventory as they are encountered in the course of its normal operations (e.g., checking service line materials when reading water meters or performing maintenance activities). It is recommended that PWS identify the composition of the internal plumbing materials in the inventory as encountered or during any activities that the internal plumbing can be observed.
- 7 Water systems must update the inventory based on all applicable sources of information described in these Requirements and any lead service line replacements (LSLR) or service line material inspections that may have been conducted. The water system may use other sources of information, if approved by the State, and must use other sources of information provided or required by the State. Water systems must submit the updated inventory to the State. The inventory updates must be reflected in the publicly accessible inventory when submitted to the State.
  - i Water systems must provide the inventory updates in accordance with its tap sampling monitoring period as required by the LCRR, but no more frequently than annually. (Updates must be submitted in the format prescribed in the "Updated Materials Inventory" worksheet.)
  - ii Water systems whose inventories contain only non-lead service lines (for both the system-owned and customer-owned) are not required to provide inventory updates to the State or to the public. However, if in the future, such a water system finds "lead" or galvanized requiring replacement within its system, it must notify the State within 30 days of identification and it must prepare an updated inventory in accordance with these requirements on a schedule established by the State. **Note that the system must develop the initial material inventory regardless of the service line material composition.**
- 8 Community water systems (CWSs) must include a statement in the annual Consumer Confidence Report (CCR) that they have prepared a service line inventory and instructions on how to access the inventory. For CWSs with only non-lead service lines: Provide a statement that there are no lead, GRR, or lead status unknown service lines and a description of methods used to make such determination or a statement of how to access the service line inventory.

This is an **Agreement** effective as of May , 2026 [**“Effective Date”**] between Town of Ledyard [**“Client”**], a corporation, having its principal place of business at 741 Colonel Ledyard Highway, Ledyard, CT 06339, and Arcadis U.S., Inc., [**“Arcadis”**] a corporation chartered under the laws of the State of Delaware, having its principal place of business at 630 Plaza Drive, Highlands Ranch, Colorado 80129 and an office at 213 Court Street Suite 700, Middletown, CT 06457.

The Client intends to perform the Town of Ledyard Lead & Copper Rule Compliance [**“Project”**].

Client engages Arcadis to provide professional engineering services in support of its Project [**“Services”**].

The location of the Project is the Town of Ledyard [**“Site”**], Connecticut [**“State”**].

Arcadis’ Services for the Project are described generally as follows: To assist the Town with compliance under the Lead and Copper Rule Revisions (LCRR), Lead and Copper Rule Improvements (LCRI). The Town of Ledyard is advancing a program to develop a Lead Service Line Inventory and Lead Service Line Replacement Plan, provide records review, provide information for updates to public facing inventory, and assist with materials and outreach to customers on lead in drinking water.

In consideration of the mutual promises herein, Client and Arcadis agree that the terms and conditions of this Agreement are the following:

## 1 BASIC SERVICES

- 1.1 **Scope.** Arcadis shall provide the Basic Services described in Schedule A. Arcadis intends to perform the scope of services/work contemplated herein and in the contract documents through a combination of its own employees and employees of its affiliates, and the use of such affiliate labor shall not be deemed a subcontract for purposes of this Agreement. Arcadis’ obligations under this Agreement are solely for the benefit of Client and no other party is intended to benefit or have rights hereunder.
- 1.2 **Standard of Care.** Arcadis shall perform the Services under this Agreement at the level customary for competent and prudent engineers performing such services at the time and place where the Services are provided [**“Standard of Care”**]. These Services will be provided by licensed engineers and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3 **Instruments of Service.** Arcadis is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all instruments of its Services including designs, drawings, specifications, reports [**“Service Instruments”**] and other services provided under this Agreement.
- 1.4 **Indemnification.** Arcadis agrees to indemnify and hold Client harmless from all losses and damages resulting from Arcadis’ failure to meet the Standard of Care.
- 1.5 **Subcontractors.** Any subcontractors and outside associates or consultants to be engaged by Arcadis under this Agreement are limited to those identified in Schedules A and B, or as Client specifically approves during the performance of this Agreement.

## 2 ADDITIONAL SERVICES

- 2.1 **Scope.** Arcadis will provide the **Additional Services** described in Schedule B when authorized in writing by Client.
- 2.2 **Excluded Services.** Client acknowledges the Services provided by Arcadis hereunder do not and shall not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services; (4) nor any form of professional accounting or insurance advisory services.

## 3 SECTION 3 -- CLIENT'S RESPONSIBILITIES

Unless stated otherwise in Section 8, Client shall do the following in a timely manner:

- 3.1 **Client's Representative.** Designate a representative having authority to give instructions, receive information, define Client's policies, and make decisions with respect to the Services.

- 3.2 Services Criteria.** Provide all criteria and information as to Client's requirements for the Services, including objectives, concepts, constraints, and performance requirements, and any budgetary limitations.
- 3.3 Data.** Give Arcadis all available information, including previous reports and any other data in the possession of Client relative to the Services. These data may include (1) data prepared by others, including borings, subsurface explorations, hydrographic surveys, and laboratory tests and inspections of samples, materials and equipment, (2) appropriate professional interpretations of such data, (3) environmental assessments and impact statements, (4) property, boundary, easement, right-of-way, topographic and utility surveys, (5) property descriptions, zoning, deed and other land use restrictions, and (6) other necessary special data or consultations. Arcadis may rely on the accuracy and completeness of the supplied data.
- 3.4 Access.** Arrange for Arcadis to enter upon public and private property as necessary.
- 3.5 Review.** Examine the Service Instruments and obtain the advice of attorneys, insurance counselors or other consultants as Client thinks appropriate. Render written decisions concerning the Service Instruments within a reasonable time. Client expressly acknowledges and agrees that the Services provided do not and shall not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Client, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) the practice of law or other legal services, nor any form of insurance advisory services.
- 3.6 Expert Advice.** Provide legal, accounting, insurance or other necessary advisory services for the Services. Client expressly acknowledges and agrees that the Services provided do not and shall not include the practice of law or other legal services, nor any form of professional accounting or insurance advisory services.
- 3.7 Permits.** Furnish approvals and permits from governmental authorities or other entities having jurisdiction over the Services and approvals from others as may be necessary for the timely completion of the Services.
- 3.8 Services Developments.** Give prompt written notice to Arcadis whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Arcadis' services.

#### 4 PERIODS OF SERVICE

- 4.1 Time of Performance.** Sections 4 and 5 anticipate the orderly and continuous progress of the Services. The time of performance contemplated is the period which should reasonably be required for the completion of the Services.
- 4.2 Delays.** If Schedule A specifies periods of time for performance of services or specific dates by which services are to be completed and if such periods or dates are exceeded through no fault of Arcadis, the compensation specified under Section 5 shall be subject to equitable adjustment.
- 4.3 Start of Performance.** Arcadis will start the Basic Services upon authorization by Client. Unless otherwise stated in this Agreement, signing of this Agreement by both Client and Arcadis will constitute such authorization. If Client elects to authorize Arcadis to proceed before signing this Agreement, Arcadis shall be paid as if the services had been performed after both parties signed the Agreement.
- 4.4 Completion of Performance.** For the purposes of final payment under Section 5, completion of Arcadis' services will occur upon delivery of the final report as specified in Schedule A or B, as appropriate.
- 4.5 Force Majeure.** If a force, event, or circumstance beyond Arcadis' control interrupts or delays Arcadis' performance, the time of performance of the Basic or Additional Services shall be equitably adjusted.

#### 5 COMPENSATION

- 5.1 Basic Services.** Client shall pay Arcadis the Amount stated in invoices issued in accordance with Schedule C [Pricing Schedule] for actual work performed and Reimbursable Expenses incurred during the period covered by the invoice. Arcadis shall be entitled to invoice for affiliate labor in the same manner as it invoices its own employees. Invoices are due and payable within 30 days after receipt by Client. Client's payments shall be in the form and shall be sent to the Arcadis address as described in the invoices.
- 5.2 Additional Services.** Client shall pay Arcadis for Additional Services actually performed pursuant to Client's authorization and invoiced in accordance with the Pricing Schedule.
- 5.3 Litigation Services.** If Client requires Arcadis' services either as a witness in, or support of, litigation or other dispute resolution procedures between Client and a third party, Arcadis will provide such services in accordance with a Pricing Schedule for litigation services. In addition, Client will promptly reimburse Arcadis for its reasonable fees and expenses (including without limitation attorney's fees and other legal costs incurred by Arcadis in response to a subpoena, or request for the production of documents,

for any appearance at a deposition, trial or other legal proceeding) – provided Arcadis is not a named party to such legal proceeding.

#### 5.4 Delay or Termination.

5.4.1 If Client delays the performance of, or payment for, services under this Agreement for more than 3 months for a reason(s) other than Arcadis' fault, Arcadis may suspend performance until it receives payment in full for services rendered and expenses incurred to the date of suspension.

5.4.2 If Client terminates this Agreement prior to completion of the Basic Services, Arcadis shall be paid in full for services rendered and expenses incurred to the date of termination, including reasonable demobilization and termination expenses.

5.5 **Disputed Amounts.** Notwithstanding the provisions of Section 7, if Client disputes an item(s) or amount(s) contained in an invoice, Client agrees to pay the balance of the undisputed invoiced amounts to Arcadis in accordance with Schedule C.

5.6 **Collection.** Any reasonable attorneys' fees or other reasonable costs incurred by Arcadis in collection of delinquent amounts shall be paid by Client.

### 6 OPINIONS OF CONSTRUCTION COST

6.1 **Construction Cost.** If the Service Instruments includes an estimate of the cost of constructing a facility [**Construction Cost**], that cost includes the total cost to Client of those portions of the Project described in the Service Instruments. Construction Cost will not include Arcadis' compensation and expenses, the cost of land, rights of way, or compensation for properties. Construction Cost will also not include Client's legal, accounting, or insurance counseling services, or interest and financing charges incurred in connection with the Project, or the cost of services to be provided by others under paragraph 3.6 unless otherwise specified in Schedule A.

6.2 **Opinions of Cost.** Arcadis' opinion of probable Construction Cost is made on the basis of Arcadis' experience and qualifications and represents Arcadis' judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Arcadis does not guarantee that proposals, bids or actual Project cost will not vary from Arcadis' opinions of probable Construction Cost.

### 7 GENERAL CONSIDERATIONS

7.1 **Changes.** By written notice at any time, Client may change the Basic Services, provided such changes are within the general scope of the services contemplated by this Agreement. In such event, an equitable adjustment both in the compensation for and time of performance of the Agreement shall be made in writing prior to Arcadis' performing the changed services.

7.2 **Confidentiality.** Arcadis will hold secret and confidential all information designated by Client as confidential [**Confidential Information**]. Arcadis will not reveal Confidential Information to a third party unless:

- 7.2.1 Client consents in writing;
- 7.2.2 the information is or becomes part of the public domain;
- 7.2.3 Arcadis lawfully possessed the information before receipt from Client;
- 7.2.4 applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or
- 7.2.5 failure to disclose the information would pose an imminent and substantial threat to human health or the environment.

7.3 **Professional Service.** The Service Instruments furnished under this Agreement are the tangible results of Arcadis' professional services for the Services and Arcadis shall have the right to use or reuse and retain the copyright of the Service Instruments for its purposes and at its sole risk, without liability to Client.

7.3.1 **Reuse.** Arcadis does not represent the Service Instruments to be suitable for reuse by Client or others for extensions of the Services or on any other project. Any reuse without written verification or adaptation by Arcadis for the specific purpose intended is at Client's sole risk, without liability to ARCADIS. Any such verification or adaptation will entitle Arcadis to compensation at rates to be agreed on by Client and ARCADIS.

7.3.2 **CADD.** Arcadis may provide information related to the Service Instruments in computer-assisted design and drafting format [**CADD**] to Client. CADD is derived in part from computer software for which Arcadis is licensed. These licenses are not transferable. Any unlicensed reuse of CADD may subject the user to liabilities to the software licensor.

7.3.3 **Electronic Media.** Either party to this Agreement may rely on the data or information set forth on paper (also known as "hard copies") that the party receives from the sending party by mail, hand delivery, or facsimile as items the sending party intended to send. Data or information sent in electronic media format by one party to the other party are furnished only for the convenience of the receiving party and shall not be relied upon by the receiving party. If there is a discrepancy between the

data received in electronic media format and the hard copies, the hard copies govern. Any conclusion or information obtained or derived from the data in electronic media format shall be at the user's sole risk. When transferring documents in electronic media format, the sending party makes no representations as to the long term compatibility, usability, or readability of such documents resulting from the use of software, application packages, operating systems or computer hardware differing from those used by the document's creator.

**7.4 Insurance.** Arcadis will maintain **insurance** against the following risks during the term of the Agreement:

- 7.4.1 workers compensation in statutory amounts and employer's liability for Arcadis' employees' Services-related injuries or disease;
- 7.4.2 general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from Arcadis' performance under this Agreement; and
- 7.4.3 professional liability in the amount of \$1,000,000 for legal obligations arising out of Arcadis' failure to meet the Standard of Care.

**7.5 Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State.

**7.6 Successors.** This Agreement is binding on the successors and assigns of Client and ARCADIS. The Agreement may not be assigned in whole or in part to any third parties without the written consent of both Client and ARCADIS.

**7.7 Independent Contractor.** Arcadis represents that it is an independent contractor and is not an employee of Client.

**7.8 Disputes.** If any dispute arises out of or relates to this Agreement, or the breach thereof, then in the first instance, representatives of both parties shall endeavor in good faith to negotiate a settlement of the dispute. If such dispute cannot be settled through direct discussions by such representatives of the parties, then higher level representatives of both parties shall endeavor in good faith to negotiate a settlement of such dispute. If such dispute cannot be settled through direct discussion by such higher level representatives of the parties, then the parties agree to submit the matter to mediation before having recourse to a judicial forum. No written or oral representation made during the course of any settlement negotiations or mediation shall be deemed a party admission.

**7.9 Notices.** Written notices may be delivered in person or by certified mail, by facsimile, or by courier. Such notices shall be effective upon the date of receipt by the party. Notices shall be delivered or sent to the designated representative of the other party at the address given on the cover page of this Agreement. An address may only be changed by written notice.

**7.10 Applicable Law.** Arcadis and Client shall comply with all applicable federal, state and local laws, regulations or orders issued under such laws prohibiting any form of kickback, bribery or corrupt practices as defined in the Anti-Kickback Act of 1986, the Foreign Corrupt Practices Act and all other applicable federal, state, local laws, regulations or orders issued under such laws regarding kickbacks, bribery or corrupt practices. If applicable to this Agreement, Arcadis will comply with the requirements of:

- 7.10.1 the Equal Employment Opportunity clause in Section 202 of Executive Order 11246, as amended,
- 7.10.2 Utilization of Small and Disadvantaged Business Concerns (Public Law 95-507), and
- 7.10.3 all other federal, state and local laws and regulations or orders issued under such laws.

**7.11 Entire Agreement.** This Agreement, including any schedules, attachments and referenced documents, is the entire agreement between Client and the ARCADIS. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by Client and ARCADIS.

**7.12 Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

**7.13 Effective Date.** Unless stated otherwise in Schedule A, this Agreement is effective on the date shown on the cover page.

## 8 SPECIAL PROVISIONS, EXHIBITS and SCHEDULES

**8.1 Special Provisions.** This Agreement is subject to the following special provisions:

**8.2 Schedules.** The following **Schedules** are attached to and made a part of this Agreement:

- 8.2.1 **Schedule A** "Scope of Basic Engineering Services and Related Matters"
- 8.2.2 **Schedule B** "Additional or Optional Engineering Services"

8.2.3 **Schedule C** "Pricing Schedule"

**Execution Authority.** This Agreement is a valid and authorized undertaking of Client and ARCADIS. The representatives of Client and Arcadis who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

**CLIENT**

**ARCADIS U.S, INC.**

Date \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Fred Allyn, III

Jennifer Kelly Lachmayr, PE, BCEE

Title Mayor of Ledyard, CT

Title Senior Vice President

Address for Giving Notices:

Address for Giving Notices:

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

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

**Schedule A**  
**Scope of Basic Engineering Services and Related Matters**

- A.1 The scope of basic services consists of this page plus the following documents, attached and made part of this Agreement:
  - a. Scope of Basic Engineering Services (Page 7)
  - b. Preliminary Work Schedule (Page 11)
- A.2 Subcontractors required for activities under this Schedule A will be identified prior to the commencement of such activities.

## SCOPE OF BASIC ENGINEERING SERVICES

The Town has requested professional services to assist with proactively positioning the Town and its residents to be in compliance ahead of the new requirements under the LCRR/LCRI. This section outlines specific tasks that need to be addressed as part of the program. Per this agreement, Arcadis will provide the following services.

### Task 1: Program Management

Program Management includes the following:

- General Program Management
- Program Meetings
- Program Controls & Reporting
- Funding Management & Applications
- Coordination Meetings with Groton Utilities
- CT DPH Coordination Meetings

### General Program Management

This task is for the overall management of the project. It will include the daily functions of project management program oversight, meetings, and workshops.

#### Activities:

- Coordination of public outreach efforts
- Resource Management
- Management of Sub-Consultants
- Project Communication

#### Deliverables:

- Letters, memoranda, emails, phone calls

### Program Meetings

Arcadis will initiate the work with a Kickoff Meeting to introduce key Team members to the Town, establish lines of communication, confirm project objectives, and review the proposed scope and schedule. Arcadis will use the Project Kickoff Workshop as a time to establish clear expectations for the project, while also providing an open forum for Town staff to provide input on the project goals, objectives, concerns, and questions. Given the critical timelines in the schedule, immediately after receiving the notice-to-proceed, we will schedule the kickoff meeting. Following the kickoff, team program meetings will take place as needed with Arcadis staff. Points of discussion will include:

- Program costs
- Program schedule
- Document control
- Program status reports shall be prepared and submitted to the Town, along with the monthly invoices. The reports shall include the following:
  - A summary of services completed since the previous report.
  - The current program schedule and budget status
  - Program issues and potential change logs
  - Milestones and/or deliverables scheduled.

#### Activities:

- (8) Progress/working meetings with the Town.

#### Deliverables:

- Status report and summary of action items

### Funding Management & Applications

This task focuses on assisting the Town of Ledyard in securing project funding and submitting monthly invoices. Under this task, Arcadis will complete required deliverables and documentation for state funding eligibility. Arcadis will also continue to track alternative funding sources and/or ways to administer or structure the LCR compliance program to benefit both the Town and its customers. Monthly invoices shall be prepared and submitted to the Town in an approved format. Invoices will include the following:

- Total contract amount
- Detailed charges for the current invoicing period
- Total charges to date
- Previous billings
- Current amount remaining
- Total amount due

Arcadis shall be responsible for the management of any Subconsultant needed for program work.

#### Activities:

- Reviewing and summarizing available funding sources
- Reviewing eligibility requirements for various components of the program inventory development
- Help the Town of Ledyard complete the necessary applications for submittal
- Monthly invoicing
- Updating the project schedule
- Monitoring overall project budget

#### Deliverables:

- LCR strategy recommendations
- SRF application to State (1)
- Monthly Invoices
- Project Schedule Updates (monthly)
- Budget Forecasting (monthly)
- Signed Subconsultant Agreements (as needed)

### Coordination with Groton Utilities

Team meetings with members of the Groton Utilities Lead Service Line Inventory team will be held quarterly to coordinate efforts and findings. Arcadis continues to effectively support Groton Utilities with lead and copper rule compliance. As a result of the Town's relationship with Groton Utilities, Arcadis encourages sharing successful strategies between both systems.

### CT DPH Coordination Meetings & Regulations

Arcadis will meet with CT Department of Public Health and the Town to review LSL Inventory with the goal of obtaining approval and maximized funding. We have assumed that up to two (2) coordination meetings/phone calls may be required for this task.

#### Deliverables:

- Prepared agendas and slide decks for meetings (6 total meetings - 4 with Groton, 2 with DPH)
- Workshop & Meeting Action Items summaries

### Task 2: Review of Existing Information

Review of Existing Information Tasks include the following:

- Records Review including Current Inventory

### Records Review including Current Inventory

The Arcadis team will review available data and inventory, including assumptions, to establish a documented common understanding of all available data sources and how those records were or were not used to develop the existing inventory. Step 1 will begin with a review of existing information.

- Available records/information
  - Current inventory as submitted to CT DPH October 24, 2024
  - Historical records
  - Work order forms
  - 1,320 existing tap/service cards
  - Permits for new services
  - Publicly available information (i.e., tax records for home age, plumbing codes or ordinances)
  - As built drawings of water system improvements
- Current data sources for LSL inventory
  - **Format:** Scanned versus digital information, GIS compatible, availability of unique premise identification number, etc.
  - **Documented data fields:** service line material, year installed, service size, location.
  - **Assumptions:** Understanding which assumptions, if any, have been applied to current inventory
  - **Workflows:** General procedure for collecting information and scanning and storing in central database.
- Ongoing practices to verify unknown materials:
  - Identification of the material on utility-portion as part of capital improvement projects or other maintenance program work
  - Identification of the material on customer portion as part of any in-home water quality investigations, meter replacements, or proactive in-home identification
  - Customer self-identification/feedback
  - Development of self-reporting portal

### Task 3: Inventory Update

Inventory Update Tasks include the following:

- Review and Update Public Facing Inventory

#### Review and Update Public Facing Inventory

Arcadis will work to reduce the number of unknown service line materials in the inventory for DPH submission. Currently there are 1,200 unknown service line materials in the inventory. Arcadis will work with the Town and Groton Utilities to assist in the support and update of the public facing inventory map to be shared on Groton Utilities existing ArcGIS public facing platform. This will provide the public with updated inventory and replacement data throughout the duration of the project. Arcadis will work toward improving inventory knowledge on the customer and utility side and updating the inventory and public facing inventory map for future submission to CT DPH.

#### Deliverables:

- Develop methods for tracking and updating materials including the use of ArcGIS Field Maps
- Assist the Town with updating a Public-facing LSL Inventory map for the Town to share on Groton Utilities' existing public-facing GIS platform
- Two coordination meetings with Groton Utilities on information inventory updates and updates to the public facing map.

### Task 4: Non-Lead Certification Plan

Currently we are anticipating that the records review will show documentation of service line materials on both sides of the service line (utility and customer sides) and that it will show all non-lead materials used in the

construction of the water system. We will develop an action plan to get to non-lead certification status by October 2027.

We do anticipate that the CT DPH will issue regulations related to LCR in the first or second quarter of 2026. We will review the new regulations and provide a formal comment letter for Ledyard to submit to the State as appropriate.

Step 2 of Non-Lead Certification will require field verification of the records. We have not included the work for verification as we prefer the state to confirm the requirements. We will continue to discuss this with the Town as work progresses.

**Activities:**

- Advise the Town on CT DPH regulations (when published by the State)
- Provide a comment letter on CT DPH regulations for the Town to submit

**Deliverables:**

- Action Plan to complete Non-Lead Certification (i.e., including needed steps for verification)

**Task 5: Public Education & Outreach Program**

Under this task, Arcadis will assist the Town of Ledyard by reviewing existing public education and outreach materials related to the program. Arcadis will update these materials as needed so they reflect best-in-class information on lead in drinking water, consistent with the EPA's Lead and Copper Rule Revisions (LCRR) and Lead and Copper Rule Improvements (LCRI). Arcadis will also develop and provide any additional outreach content to ensure full compliance and effective communication with customers. Currently it is assumed that the Town will post materials or Groton Utilities will print and distribute materials on behalf of the Town.

**Activities:**

- Provide and update education and communication materials as needed to align with LCRR and LCRI requirements (i.e., Town of Ledyard website content, FAQs, program guides, etc.).
- Meet with the Town to review updated content

**Deliverables:**

- Public Education and Outreach Materials
- Updated Public Education and Outreach Content

**Project Timeline**

Arcadis proposes to complete Tasks 1-5 of the project within 9 months of the Notice to Proceed.

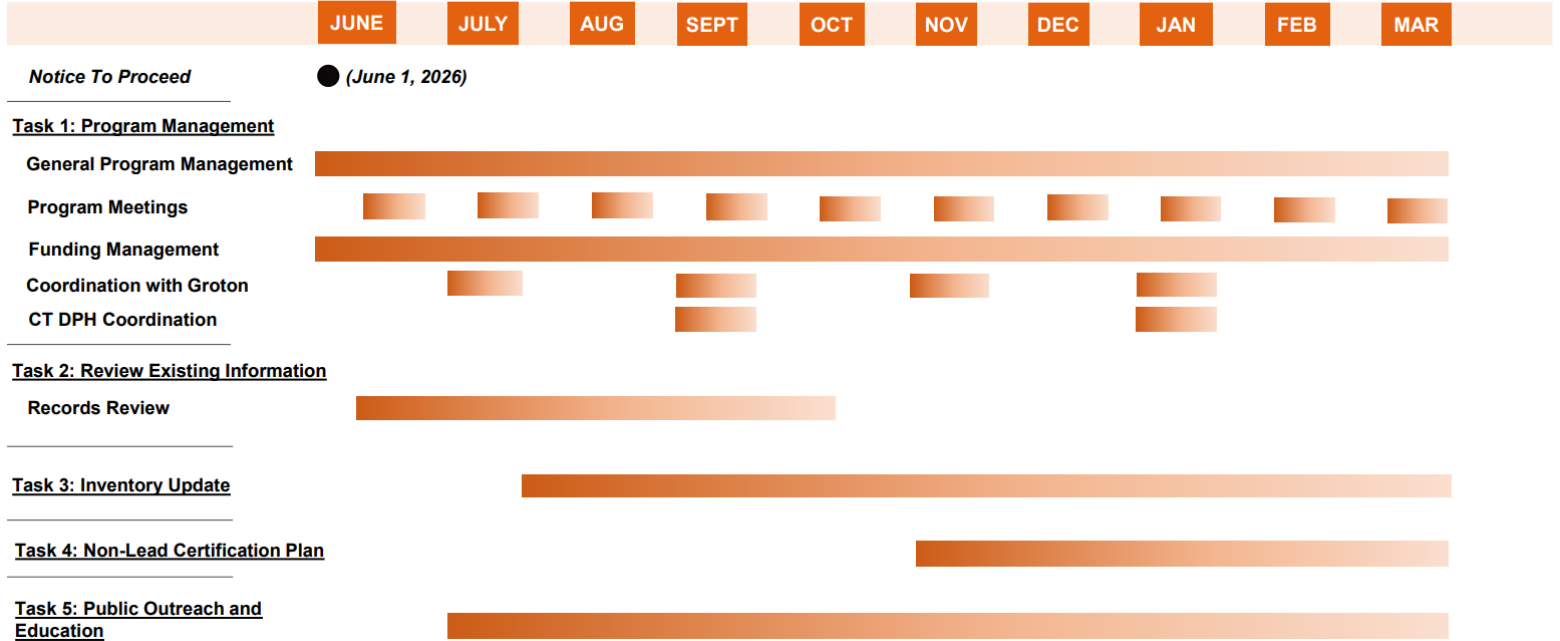
We anticipate the following schedule to ensure the Town of Ledyard is able to comply with the November 2027 EPA LCRR/LCRI deadlines.



**LEAD AND COPPER RULE REVISIONS AND IMPROVEMENTS COMPLIANCE SERVICES**



**2026**



**Schedule B**  
**Additional or Optional Engineering Services**

- B.1 The Scope of Additional or Optional Engineering Services consists this of page plus the following documents, attached and made part of this Agreement:
- a. In the event that Additional or Optional Engineering Services are identified and required under this Agreement at a later time, Client will provide Arcadis written authorization to perform such Services.

**Schedule C  
Pricing Schedule**

C.1 The Pricing Schedule consists of this page plus the following documents, attached and made part of this Agreement:

- a. Summary of Charges
  - a. Person-Hour Budget Overview (Page 14)
  - b. Arcadis Standard Rate Tables C-1 (Page 15)

**C.2 Terms of Payment**

C.2.1 **Fixed Rates.** For Basic Services under Section 1, Client shall pay Arcadis on the basis of standard hourly rates for technical work actually performed.

The estimated cost of the Consultant's services under Section 1 is \$216,500.



Town of Ledyard  
Lead and Copper Rule Compliance Program 2026  
Person-Hours Table



Person-Hours									Total Labor Costs	Other Direct Costs	Total Costs
Task	Description	Director	Principal Engineer/Architect/Consultant 1	Staff Engineer/Architect/Consultant	Principal Engineer/Architect/Consultant 1	Senior Engineer/Architect/Consultant	Engineer/Architect/Consultant 1	Total Person-Hours			
	<b>Billing Rate</b>	\$325	\$265	\$155	\$265	\$190	\$130				
1	Program Meetings & DPH Coordination	50	70	130	0	10	9	269	\$58,100	\$2,200	\$60,300
2	Review of Existing Information	12	20	84	10	32	384	542	\$80,900	\$500	\$81,400
3	Lead Service Line Inventory Update	4	14	56	4	20	100	198	\$31,600	\$0	\$31,600
4	Non-Lead Certification Plan	10	24	48	0	18	24	124	\$23,600	\$0	\$23,600
5	Public Education and Outreach	2	12	40	4	4	44	106	\$17,600	\$2,000	\$19,600
	<b>LABOR HOURS</b>	78	140	358	18	84	561	1239	\$211,800	\$4,700	\$216,500

\*Please Note: Subcontractors and ODCs have a 5% markup.

### Arcadis Standard Rates

#### Hourly Billing Rates

Below is Arcadis' Standard Rates Table 2026.

Category	Standard Rates
GEC GIS / Data Technician Grade 5	\$26
GEC GIS / Data Technician Grade 6	\$31
GEC GIS / Data Technician Grade 7	\$51
GEC Grade 8 / GEC GIS/Data Technician Grade 8	\$81
Document Tech/Intern	\$103
BIM Modeler I / Field Technician III and IV	\$113
Technician/Project Assistant I	\$120
BIM Modeler II / Field Technician V	\$123
Technician/ Project Assistant II	\$130
GEC Director / Engineer / Scientist	\$138
Staff Engineer / Scientist / Architect	\$159
Project Controller	\$170
BIM Designer / Field Supervisor	\$165
Project Engineer / Scientist / Architect	\$180
Senior Engineer / Scientist / Architect I	\$190
Senior Engineer / Scientist / Architect II	\$226
Principal Engineer / Scientist / Architect I	\$265
Principal Engineer / Scientist / Architect II	\$295
Engineer / Scientist Director	\$330

Rates may be adjusted on an annual basis in accordance with the CPI-U index +1%. Rates are the maximum for each category and the actual rate may be less.



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 26-0857

**Agenda Date:** 6/9/2026

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Emergency opening to SCWA on Fairway Drive

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)



# TOWN OF LEDYARD

741 Colonel Ledyard  
Highway  
Ledyard, CT 06339-1511

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**File #:** 26-0852

**Agenda Date:** 6/9/2026

**Agenda #:** 1.

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AGENDA REQUEST  
GENERAL DISCUSSION ITEM

**Subject:**

Sewer Rates

**Background:**

(type text here)

**Department Comment/Recommendation:**

(type text here)