

TOWN OF LEDYARD CONNECTICUT

741 Colonel Ledyard Highway Ledyard, Connecticut 06339-1551 (860) 464-3203 council@ledyardct.org

Town Council ~ AGENDA ~

Special Meeting

Wednesday, August 6, 2025

7:00 PM

Town Hall Council Chambers

In-Person: Council Chambers Town Hall Annex

Remote: Information noted below:

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

https://us06web.zoom.us/j/84204926231?pwd=sRDaNHpRh64fsnVgF2jViuAB4nZtvp.1 Audio Only: Telephone: +1 646 558 8656; Meeting ID: 842 0492 6231; Passcode: 007089

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. ELECTION OF CHAIRMAN

Election of Chairman

V. APPOINTMENT OF TOWN COUNCILOR

MOTION to appoint Ms. Adrienne L. Parad (D) 5 Birch Street, Ledyard, to the Town Council to fill a vacancy left by Chairman S. Naomi Rodriguz, in accordance with Chapter II Section 10 of the Town Charter.

Attachments: DTC Recommendation to fill Vacancy on Town Council ltr-2025-07-25

VI. REVIEW AND APPROVAL OF MINUTES

MOTION to approve the following:

- Regular Meeting Minutes of July 9, 2025
- · Special Meeting Minutes of July 23, 2025

Attachments: TC-MIN-2025-07-09

TC-MIN-2025-07-23

VII. BUSINESS OF THE MEETING

CONSENT CALENDAR

*1. MOTION to reappoint the following members the Agricultural Commission for a three (3) year term ending September 24, 2028:

- · Ms. Allyson Angelini (U) 193 Iron Street, Ledyard (Regular Member)
- · Ms. Katie Yuhas (U) 34 Meetinghouse Lane, Gales, Ferry (Regular Member)
- · Mr. Steve Martic (R) 59R-2 Long Pond South, Ledyard (Alternate Member)

Attachments: Re Appointment Recommendation - Agricultural Commission-2025-06-24

signed

RTC-Reappointment Recommendation-Agricultuireal

Commission-2025-07-07

*2. MOTION to reappoint Mr. Michael Cherry (U) 5 Whippoorwill Drive, Gales Ferry, as the Mayor's Representative to the Southeastern Connecticut Water Authority for a two (2) year term ending August 31, 2027.

Attachments: Mayor Itr-Recommend Appoint Cherry-Southeastern Connectiut Water

Authority - Representative-2025-07-09

SCCOG - Resoluiton 08-06 SCWA Advisory Board Representation

2008-04-18

Cherry-Reappointment-Southeastern CT Water

Authority-emal-2025-06-24

APPT-ENORS-SCWA--2025-06-24

- *3. MOTION to approve Standing Bid Waivers as follows:
 - · Vendors included in the Town of Ledyard Standing Bid Waiver List for FY 25/26,
 - · Capital Region Purchasing Council Bids,
 - State of Connecticut bids,
 - · Other states' bids, purchasing cooperatives (i.e. Sourcewell) , and federal government bids.

Attachments: Standing Bid Waivers FY 25-26 DRAFT FOR APPROVAL.pdf

Finance Committee

4. MOTION to appropriate \$10,000 to Account #21020301-57300-G0015 (Fire Marshall - New Equipment - State Grant).

In addition, authorize the expenditure of up to \$10,000 to complete the upgrade to the Emergency Operations Center (EOC) for Emergency Management.

The funding source for this project is the Town of Ledyard's FY 2026 Nuclear Safety Emergency Program Funding Allocation.

<u>Attachments:</u> Director of Emergency Operations Funding Requirest to Complete EOC

Upgrades

Homeland Security-Emergency Managmenet FY 2026 Necular Safety

Emergeny Program (NSEP) Ltr-2025-07-01

Communications Plus- Cost Proposal- Emergency Operations Center

dated 2025-03-20

5. MOTION to recommend Mayor Fred B. Allyn III execute "Standard Fast Track and Study Process Generator Interconnection Agreement" and "Contingent Approval for INT-109249"

between The Connecticut Light and Power Company d/b/a Eversource Energy for INT-109249 - Juliet Long School_Ledyard Board of Education.

In addition, authorize payment of \$1972.00 to Eversource Energy for Metter Cost - INT-109249 - Juliet Long Elementary School_Ledyard Board of Education - Netting Non-Residential (NRES) - 165.6kW.

Attachments: Interconnection Agreement (State 2 Party)INT-109249

Contingent Approval (Non-BuyAll) (7)

Administration Committee

6. MOTION to approve proposed Assistant to the Director of Land Use & Planning Job Description as presented in the draft dated June 10, 2025.

Attachments: Assistant to Director of Land Use Planning Draft 061025.doc

7. MOTION to approve proposed updates to the Office Assistant II - Mayor's Office job description as presented in the draft dated June 24, 2025.

Attachments: Office Assistant II Mayor's Office 6.24.2025.doc

8. MOTION to approve proposed updates to Executive Assistant to the Mayor job description as presented in the draft dated June 24, 2025.

Attachments: Executive Assistant to the Mayor Job Desc 6.24.2025

9. MOTION to appoint Mr. James Philopena (D) 80 Avery Hill Road, Ledyard, to the Board of Assessment Appeals to complete a four (4) year term ending December 5, 2027 to fill a vacancy left by Ms. Lineweaver.

Attachments: DTC-APPOINT ENDORSMENT-BOARD OF ASSESSMENET

APPEALS-2025-06-23

Appoint Application-Philopena-Board of Assessment Appeals-2025-06-09

Application- Resume-Philopena-Board of Assessment

Appeals-2025-06-09

BOARD OF ASSESSMENT APPEALS-2025-06-24

10. MOTION to appoint Ms. Jennifer Bingham (D) 826 West Drive, Gales Ferry, as an Alternate Member to the Board of Assessment Appeals to complete a four (4) year term ending August 26, 2028 to fill a vacancy left by Mr. Nelson.

Attachments: DTC Appointment Application-Bingham-Board of Assessment

Appeals-2025-07-20

APPOINT APPLICATION-JENNIFER BINGHAM-2025-07-03

BOARD OF ASSESSMENT APPEALS-2025-06-24

11. MOTION to appoint Mr. Greg Lockhart (D) 30 Tanger Lane, Gales Ferry, to the Planning & Zoning Commission, as an Alternate Member to complete a three (3) year term ending December 31, 2025 to fill a vacancy left by Mr. Harwood.

Attachments: DTC Appointment Application-Lockhart-Planning & Zoning Commission

-2025-07-20

Appoint Application-Lochart-Planning & Zoning-2025-06

Appoint Application-Lochart-Planning & Zoning-Resume-2025-06-23

PLANNING & ZONING-2025-06-24

VIII. ADJOURNMENT

DISCLAIMER:

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

The Town Council's Official Agenda and final Minutes will be on file in the Town Clerk's Office.



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2300 Agenda Date: 8/13/2025 Agenda #:

POLICY-PROCEDURE

Motion/Request:
Election of Chairman

Background:
(type text here)

Department Comment/Recommendation:
(type text here)

Mayor Comment/Recommendation:
(type text here)

Body:
(type text here)



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2268 Agenda Date: 8/13/2025 Agenda #:

APPOINTMENT

Motion/Request:

MOTION to appoint Ms. Adrienne L. Parad (D) 5 Birch Street, Ledyard, to the Town Council to fill a vacancy left by Chairman S. Naomi Rodriguz, in accordance with Chapter II Section 10 of the Town Charter.

Background:

<u>7/25//2025</u>: The Democratic Town Committee announced their recommendation to appoint Ms. Adrienne L. Parad (D) 5 Burch Street, Ledyard, to fill the vacancy on the Town Council left by Ms. S. Naomi Rodriguez. (Please see attached letter dated 7/25/21025)

In accordance with Chapter II; Section 10 of the Town Charter:

CHAPTER II - ELECTIONS AND ELECTED OFFICIALS

SECTION 10. VACANCIES

Any vacancy in any elective Town office, from whatever cause arising, shall, except as otherwise provided in the General Statutes, be filled by appointment by the Town Council for the period until the next regular Town election. If there shall be a regular Town election before the expiration of the term of any office in which a vacancy occurs, such office shall be filled until said election by appointment as provided herein and subsequently by the election of a person to fill that office for the remaining portion of the term. In filling any vacancy, the Town Council shall select a person of the same political party as that of the former office holder. If such former office holder was elected as an independent or minority party candidate, his successor shall be a member of the political party in which said former office holder was enrolled, or in the case the former office holder was not enrolled in a political party, the vacancy shall be filled by an elector not enrolled in a political party.

Vacancies on the Board of Education shall be filled in accordance with the provisions of the General Statutes.

SECTION 11. ELIGIBILITY

No person shall be eligible for election or appointment to fill a vacancy in an elective Town office who is not at the time of his election or appointment an elector of said Town, and any person ceasing to be an elector of said Town shall thereupon cease to hold elective office in the Town. An individual shall not be eligible to hold elective Town office while holding a State or Federal elective office.

CHAPTER III THE TOWN COUNCIL

SECTION 1. THE TOWN COUNCIL

File #: 25-2268 Agenda Date: 8/13/2025 Agenda #:

There shall be a Town Council consisting of nine (9) members, the members of which shall serve without compensation except for the reimbursement of actual expenses incurred in the performance of official duties.

No member of the Town Council shall, during his term of office, except as provided in Section 2 of this chapter, hold or accept any position, office or employment under the government of the Town of Ledyard or any political subdivision thereof which is filled by appointment by the Mayor, Town Council, or any board or commission created by ordinance, Charter, or statute. No person holding any elected office under this Charter or provisions of any ordinance or of the General Statutes shall, except as provided in Section 2 of this chapter, be a member of the Town Council during his continuance in such office.

Administrative Notes:

(type text here)

Nominating Committee Recommendation:

(type text here)

Minority Representation - CGS 9-167a:

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

Connecticut General Statutes

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One
1	Party
3	2
4	3
5	4
6	4
7	5

File #: 25-2268	Agenda Date: 8/13/2025		Agenda #:	
	8	5		
	9	6		
More than 9 Two-thirds of total membership		total membership		

- (2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.
- (b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.



Ledyard Democratic Town Committee

PO Box 413, Ledyard CT 06339 | www.ledyarddtc.com | @LedyardCTDems PRO-PEOPLE | PRO-SCHOOLS | PRO-LEDYARD

July 25, 2025

Ledyard Town Council Town Hall 741 Colonel Ledyard Hwy Ledyard, CT 06339

Dear Members of the Ledyard Town Council,

Please accept this letter as formal notification of the resignation of Naomi Rodriguez from her position on the Ledyard Democratic Town Committee, effective July 29,2025. We thank Ms. Rodriguez for her dedicated service to our committee and the town of Ledyard.

In accordance with the bylaws of the Ledyard Democratic Town Committee, we are pleased to announce the recommendation of Adrienne Parad to fill the vacancy left by Ms. Rodriguez. We are confident that Ms. Parad will be a valuable asset to the committee and will serve the residents of Ledyard with commitment and integrity.

We look forward to working collaboratively with the Town Council on matters that benefit our community.

Sincerely,

Wendy Hellekson

Chair Ledyard Democratic Town Committee PO Box 413 Ledyard, CT 06339



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2301 **Agenda Date:** 8/13/2025 **Agenda #:**

MINUTES

Minutes:

MOTION to approve the following:

- Regular Meeting Minutes of July 9, 2025
- Special Meeting Minutes of July 23, 2025



CONNECTICUT TOWN COUNCIL

MINUTES LEDYARD TOWN COUNCIL – REGULAR MEETING WEDNESDAY, JULY 9, 2025; 7:00 PM HYBRID FORMAT VIDEO CONFERENCE VIA ZOOM

DRAFT

I. CALL TO ORDER – Chairman Rodriguez called the meeting to order at 7:00 p.m. at the Council Chambers, Town Hall Annex Building.

Chairman Rodriguez welcomed all to the Hybrid Meeting. She 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.

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL -

Attendee Name	Title	Status	Location
William Barnes	Town Councilor	Excused	
April Brunelle	Town Councilor	Present	In-Person
Jessica Buhle	Town Councilor	Present	In-Person
Carmen Garcia-Irizarry	Town Councilor	Present	In-Person
Kevin Dombrowski	Town Councilor	Present	In-Person
S. Naomi Rodriguez	Town Councilor	Present	In-Person
Tim Ryan	Town Councilor	Present	Remote
Tony Saccone	Town Councilor	Present	In-Person
Gary St. Vil	Town Councilor	Present	In-Person

IV. INFORMATIONAL ITEMS/PRESENTATIONS

• Proclamation for David Holdridge



Be it known that the Town of Ledyard Recognizes

A Lifetime of Community Service DAVID HOLDRIDGE

For his more than Fifty years of dedication to the Town of Ledyard

In serving as a volunteer and leader on numerous Town Committees, as President of the Ledyard Ecclesiastical Society, Civic Organizations, and as a Member of the Ledyard Town Council for over five -decades; .

Mr. Holdridge as a husband, father, grandfather, history professor, and avid lover of the outdoors, he also made time to serve his community;

During his Sixteen years on the Town Council Mr. Holdridge served on the Community Services Committee and Land Use/Planning/Public Works Committee; and as its Chairman from 1977 – 1979; and again from 1983-1985. In addition, he served as the Liaison to the Conservation Commission, Historic District Commission, and the Inland Wetlands and Water Courses Commission.

Mr. Holdridge has passion and commitment to preserve open space and maintain the beauty of Ledyard's rural community with its rolling hills, farmland, and woodlands.

Amongst his Many Accomplishments in 2008 Mr. Holdridge played an instrumental role in the vision, design, and construction of the Tri-Town Trail from Bluff Point to Preston Plains Park; working tirelessly with his fellow residents, Ketih and Karen Parkinson, Barbara Kil, and others to establish a regional network trail for passive recreation that would improve residents quality of life for years to come. The Tri-Town Trail Committee; later became the Non-Profit Tri-Town Trail Association; and in 2022 Mr. Holdridge sought and received a Greenway Designation for the Tri-Town Trail from the Connecticut Greenway Designation CT Greenways Council (CGC).

Mr. Holdridge viewed Public Health, Safety, and Education as being essential to a viable and healthy community. He was a proponent of providing reliable potable water to Ledyard residents, supporting the many water projects that now serve 1,200 households. In addition, he supported the construction of a new Gales Ferry Elementary School in 1999; the expansion of the Vo-Ag Wing in 2000; High School Critical Needs Improvements in 2001; the construction of the Emergency Services Building on Fairway Drive in 2002; and the construction of the Police Facility in 2013 to house the Town's Independent Police Department, which included improvements to the Town Hall Complex.

Mr. Holdridge also recognized the need to prevent rural sprawl, and he encouraged smart growth, responsible development, and valuable initiatives to address Ledyard's current and future infrastructure demands, its ability to increase its tax base, its impact on the future of his community, and the importance to take care of Ledyard's aging population as well as its youth by providing affordable housing and creating neighborhoods where the residents could retire comfortably and where families could raise their children.

Those of Us Who Witnessed his quiet, but steadfast demeanor will attest that David Holdridge has been motivated by the highest ideals of public service. The citizens of Ledyard have benefited and will remain grateful for his tenacity and tireless years of service, commitment, integrity and perseverance during a period of growth and change. The citizens of Ledyard are fortunate to have been, and will continue to be served by his forethought and leadership qualities.

We Also Thank his wife Sarah for graciously sharing Dave with all of us... for all these years!

Given this Ninth day of July, in the year 2025 at Ledyard, Connecticut.

S. Naomi Rodriguez, Chairman Ledyard Town Council

• Proclamation for Daniel and Laura Troy



Be it known that the Town of Ledyard Recognizes And

Honors Daniel and Laura Troy

For their Forty-Five Years of dedication to their Community

Mr. Daniel Troy as a teen began working as a Produce Clerk when Stop & Shop was a small neighborhood grocery store in Groton, that was then locally owned by a Massachusetts Family.

Mrs. Laura Troy as a teen also began working a Stop & Shop as a Payroll Clerk. Her steady presences, organizational skills, and knowledge of store operations made her a trusted aide to the store manager and associates; and an essential part of the Team.

In 1980 while working at Stop & Shop Daniel and Laura met and began dating, and later married in 1985; and have remained devoted to each other, the Company, and to their Community.

Mr. and Mrs. Troy chose Ledyard in 1990 to build their home and raise their family; inspiring their children to choose to reside in Ledyard and raise their families as well. Mr. and Mrs. Troy are devoted Grandparents, taking every opportunity to spend time with their Grandchildren and their Grand dog.

In Addition to celebrating Forty-five years of continuous service as dedicated employees of Stop &Shop, Mr. and Mrs. Troy not only found time for their family and coworkers, they understood and valued what it takes to make a community.

Mrs. Troy spent many hours volunteering in the Ledyard Public Schools, supporting students and teachers in the classroom, chaperoning field trips, helping in the school library, and with the music boosters. She also volunteered with the Girl Scouts of America, and helped local churches with fundraisers, as well as doing charity work with the Groton Chapter of America.

Mr. Troy was a steady source of warmth and familiarity for shoppers each week because of his dedication to providing quality produce, his great pride in his work, and his friendly interactions with customers and coworkers he made everyone feel like family.

Now Therefore, be it Resolved that Daniel and Laura Troy are recognized as outstanding citizens and neighbors for their selfless contributions, for always stepping up to volunteer their time to help their Friends and Neighbors in need; and for Making Ledyard a Welcoming and Great Community for all to call it their Home.

The townspeople will remain extremely grateful for their generosity, commitment, and dedication.

And under this Charter Daniel and Laura Troy shall hold and enjoy a place of high esteem in the minds and hearts of the people of the Town of Ledyard.

Given this Ninth day of July, 2025 at Ledyard, Connecticut.

S. Naomi Rodriguez, Chairman
Ledyard Town Council

• State of Connecticut Citation for Town Council Chairman S. Naomi Rodriguez

State Senator Cathy Osten presented Chairman S. Naomi Rodriguez with the following State of Connecticut General Assembly Citation that was introduced by herself, Representative Kevin Ryan, Representative Greg Howard, and Representative Brian Lanoue:

Be It Hereby Known to All: That the Connecticut General Assembly in recognition of Chairman Rodriguez's many years of dedicated public service in the Town of Ledyard. Your hard work and dedication have left a lasting positive mark on the community, and will be greatly missed.

We join with your friends and family to offer our congratulations to Chairman S. Naomi Rodriguez, and we wish you the best of luck for the future.

The entire membership extends its very best wishes on this memorable occasion and expresses the hope for continued success.

Given this eight day of July, 2025 at the State Capitol in Hartford, Connecticut.

Martin LooneySpeaker of the HouseSecretary of the StateSenate PresidentMatt RitterStephanie Thomas

Senator Osten noted that she stopped by the Ledyard's Farmers' Market this evening and picked up some flowers to present to Chairman Rodriguez, and she thanked her for her service.

Proclamation for Town Council Chairman S. Naomi Rodriguez

On behalf of the Twenty-seventh Town Council Councilor Buhle presented the following:



BE IT KNOWN THAT THE TOWN OF LEDYARD RECOGNIZES S. NAOMI RODRIGUEZ

For Her more than Nineteen Years of Service and Dedication to the Town of Ledyard

2006 to 2025 As a Volunteer and Elected Official

Ms. Rodriguez began her service in Ledyard's town government in 2006 when she was appointed to the Planning Commission; serving as the Commission's Vice Chairman from 2012 – 2016. In 2016 she was appointed to the Gypsy Moth Committee, serving as the Committee's Chairman working to mobilize residents to address the infestation of gypsy moths in her community in an effort to protect Ledyard's trees, woodlands, and picturesque rural environment. In addition, she served on the Charter Revision Commission in 2009, on Senior Citizens Commission from 2016 to 2019; and on Parks & Recreation Commission from 2018 to 2019.

Ms. Rodriguez viewed Education as an essential component of the future of her community's youth. In 2007 she began volunteering to help students and teachers in the classroom, she also served as a member of the Parent Teacher Organization (PTO); and as a Ledyard Center School Shining Star Friend. Also, Ms. Rodriguez was a cofounder of the Ledyard Public Schools Recycling Program that was launched in 2008.

In 2019 Ms. Rodriguez was elected to the Board of Education, during her term she was an advocate for diversity, and she worked to help foster a school environment of inclusion, where Ledyard's children would excel in academics, social, and emotional development. As a member of the Board of Education Ms. Rodriguez served on the Board of Education's Strategic Planning Committee, helped with the vision and district goals to ensure that when all students left their schools they were able to thrive and succeed in any endeavor. In addition, she served as the Ledyard Public Schools Representative to LEARN and on LEARN's Negotiation Committee for the administrators contract; and organized and participated in Ledyard Public Schools Teacher Residency Program through LEARN to bring minority teachers to Ledyard.

In 2021 Ms. Rodriguez was elected to the Town Council serving two consecutive terms where she was a member of the Land Use/Planning/Public Works Committee and served as the Town Council Liaison to the Agricultural Commission, Ledyard Farmers Market Committee, the Retirement Board, the Parks and Recreation Commission, Senior Citizens Commission and the newly combined Parks, Recreation and Senior Citizens Commission.

During her time on the Town Council Ms. Rodriguez was instrumental in the 2021 establishment and the success of the Black History Month Essay and Poster Contest working with the Board of Education and the Community to ensure that all Ledyard Students including their Public Schools, Magnet Schools, and Homeschooled Students had the opportunity to participate. This program brought the entire community together for parents, educators, and students to recognize the accomplishments of their community's youth.

Ms. Rodriguez was elected Town Council Chairman by her peers in 2023 and served in this role until her departure in 2025 when her family relocated for employment reasons. During her short time as Chairman she presided over the financial and legislative body of the town; working tirelessly with her fellow councilors as well as local, state, and federal officials to help secure grant funding which included the COPS Law Enforcement Technology and Equipment Grant to modernize and increase the functionality of the Police Department's software to maintain their records and to interface with the judicial system; and the 2025 STEAP Grant to replace the Playscapes at following Parks: Town Green, Aljen Heights, Blonders Park, and Chirsty Hill Park.

rs. Rodriguez viewed Public Health and its Youth as critically important working to arrange the Ledyard Summer Meals Program through Groton Public Schools in 2020; and securing a portion of the Town's American Rescue Plan Act (ARPA) Funding to hire licensed professional clinicians through the Child & Family Agency School-Based Health Centers to provide her community's youth mental health support. In addition, each year Ms. Rodriguez invited the Brian Dagle Healing Hearts Foundation to the Ledyard Farmers Market to discuss grief support, mental health, and suicide prevention providing lifesaving outreach programs to her community.

Those of Us Who Witnessed these actions will attest that S. Naomi Rodriguez motivated by the highest ideals of public service. The citizens of Ledyard have benefited from her years of service, commitment, and perseverance during a period of growth and change; and are fortunate to have been to be served by her steadfast and compassionate qualities.

Given by the Twenty-seventh Town Council on this Ninth day of July, 2025 at Ledyard, Connecticut.

The Town Council presented the Chairman Rodriguez with a bouquet of flowers.

V. RESIDENTS AND PROPERTY OWNERS

Mr. Steve Munger, 12 Nutmeg Drive, Gales Ferry, stated that he would begin his comments this evening as he usually does, noting that we disagree a lot, but that he respected everyone on the Town Council, noting that the list of what Chairman Rodriguez has done for the town was mentioned in the Proclamation that was presented to her earlier this evening.

Mr. Munger went on to state that the town has had some controversial topics, noting that the *Flying of Third-Party Flags* was one that they recently debated. He stated because certain people disagreed, they were called names; however, he stated they worked though the name calling, and that he thought they now understand each other.

Mr. Munger stated he attended the Town Council's June 11, 2025 meeting at which the Fiscal Year 2025/2026 Budget was discussed. He noted the importance of unity, stating that everything he talks about was unity. He stated because some people disagreed on certain aspects of the budget that certain members of this Town Council basically said that those people did not like kids. He stated that he has been dealing with kids since he was a kid, noting that he worked at summer camps; and when he was in the Navy that wherever he went he visited the orphanages and took kids out to play, noting when he was in Scotland that he took kids out of the orphanages to play in soccer matches. He stated kids were their future electorate, noting that was the reason he fought for the magnet school kids to be able to participate in sports in town, which he believed was still not allowed, noting that was the not so nice part. However, he stated that he thought the wonderful part was that although they can totally disagree a lot of the time, they could be respectful to each other. He stated that he recently saw a member of the Town Council at the commissary; and he noted that he walked up to that person and said "We don't know each other very well, but do not take anything that he talks about personal" He stated the Town Councilor replied back to him saying "You do a great job, and you're very respectful".

Mr. Munger stated that he has known Town Council Chairman Naomi Rodriguez and her husband Maik Schuler for a long time, noting that his son was the co-coach with them when their kids, (his grandkids) were growing up together. He stated at that time they were not political, noting that he did not know where they stood, because they did not talk politics, they were just having fun. He stated when Ms. Rodriguez was elected to the Board of Education that he was one of the first people to shake her hand and congratulate her. He stated when his house burned to the ground about 13-years ago; that one of the first people that called him was Chairman Rodriguez. He stated that she organized a fundraiser for his family and that she has helped them out during the years she has lived in Ledyard.

Mr. Munger noted during the 2021 Local Election that he and Chairman Rodriguez were at one of the polling locations and that they were talking, laughing and joking outside the School, noting that anyone would have thought they were best friends. He stated some guy came over and sat down next to them, noting that neither he nor Chairman Rodriguez knew who the man was. He stated as it turned-out the man was a New London Day Newspaper Reporter. He stated the next day the Newspaper printed a picture of him and Chairman Rodriguez with the following caption: "This is probably the last civil election in the State of Connecticut". Mr. Munger stated that he hoped this story would resonate with everybody; especially when the town was discussing hard topics. He stated let's discuss and disagree on the topic, but remember to stop short of insinuations or throwing names out there, just because they disagreed. He stated if we start doing that they all could have a great relationship, like the one that he and Chairman Rodriguez have had for so many years, even though they do not always agree. Mr. Munger thanked Chairman Rodriguez for everything she did for her community.

Mr. Jake Troy, 53 Vinegar Hill Road, Gales Ferry, stated that he was the former Chairman of the Democratic Town Committee; he was also the former Chief of Ledyard Volunteer Emergency Ambulance, which was now outsourced to American Ambulance, and that he also worked as an Emergency Dispatcher for many years for the Police Department. He stated that he wanted to extend his thanks to Chairman Rodriguez for all of her service. He stated Chairman Naomi Rodriguez has been synonymous with education and with advocating for the public, noting that it was going to be a sad day to see her leave public service for Ledyard. He stated when he thinks of Public Service, that he thinks of Chairman Rodriguez, noting that she was literally present at every function he could think back to. He stated that he has seen her at every music performance that he ever participated in, noting that she was just everywhere. He stated that he wanted to say to Chairman Rodriguez "Thank you very much for your leadership and for your guidance throughout the years".

Mr. Troy continued by addressing the Fiscal Year 2025/2026 Budget, noting that he watched the discussions over the last several weeks. He stated as someone who used to administer a town department and it's budget, and that he would say to those who think there was a lot of fat left to cut; that there was not. He stated that it was not as cut and dry as some people make it seem; and unless they were going to start laying off police officers, firefighters, and dispatchers, that there was really nothing left in terms of fat. He stated that Ledyard does not have a large business tax base for better or for worse, and unfortunately, the hands that were on the steering wheel for many years has left them in the situation that they were now in; and that they were trying to do the best that they can. He thanked everyone for their hours of tireless work on the budget and for sitting through the long, boring budget meetings. He stated that he was glad they finally got to a place where they can move forward. He stated that he was also glad that the July 8, 2025 Referendum to provide the additional funding to facilitate the Heating Ventilation & Air Conditioning System (HVAC) passed yesterday for the students at the Juliet W. Long School. He concluded his comments by thanking all for their time, stating that he appreciated it.

Ms. Caitlyn Greco, 9 Stone Court, Gales Ferry, addressed the Fiscal Year 2025/2026 Budget, noting that the Town Council made insignificant cuts and passed a budget that was voted down twice by the taxpayers. She stated every time a dissatisfied taxpayer tried to address their concerns that the members of the Town Council and their friends who voted "Yes, to pass the budget" pointed their finger to someone else. She stated that these members of the Town Council say that it was not their fault, because the Mayor sent them a high budget, or because the Board of Education sent them a high budget; or because the Republicans did not raise taxes enough historically. She stated not only do these members of the Town Council refuse to accept that this was entirely their fault; that they also have the audacity to say that it was what the taxpayers wanted; or it was because they were misled and did not understand the budget; or the people who voted "No", don't care about the children. She stated that was a mighty big assumption make, noting that she has children in this town; and that she was one of the "No" voters.

Ms. Greco went on to state that she was formerly a licensed financial advisor, and that she was very qualified to read a budget. She stated that she spent more time reading the budget to make sure that she was placing an informed vote. She stated that it was quite disturbing to see people assuming that her vote was uninformed, assuming that it would have passed if more voters showed up. She stated the people showed up; and they voted "No". She stated as Town Council members that it was their job to find additional revenue sources to support their town's budget; and not to just raise taxes forever. She stated that they failed to find revenue sources; just like their State Representatives, who pat themselves on the back every time they pass another damaging, unfunded mandate. She stated members of this Town Council was also busy patting themselves on the back for securing a playground grant, when playgrounds were a "Want to have - Not a need". She stated that other towns have successfully used that grant funding for much more necessary expenses. She stated that children do not need big playgrounds, noting that they have plenty of state parks. She stated that their town has no shortage of yard space, noting that her kids were perfectly happy playing in their own yard. She stated wasting a single penny on frivolity when the country was in a Cost-of-Living Crisis, showed her that they cannot be trusted with their tax dollars, noting that her neighbor

lost her house this year, and was homeless, noting that playgrounds would not solve their problems. She stated moving forward their town needed to be led with logic and reason, not emotion, and not by your personal desires. She stated that she looked forward to voting for new candidates this fall. Thank you.

Mr. Jacob Hurt, 6 Nugget Hill Drive, Gales Ferry, stated he was speaking for himself this evening and that he wanted to add his congratulations to Mr. and Mrs. Troy and to Chairman Rodriguez who were recognized earlier this evening with Proclamations and a State of Connecticut Citation.

Mr. Hurt continued by thanking those who were involved with the Pizza Picnic in the Park and Pride Event that was held on Saturday, June 28, 2025. He stated it was a muggy, humid, rainy afternoon noting that there was really never a time for folks to make it out. He stated anything they could do as a town, and as an elected government to show that everyone was welcome in their town was appreciated, especially when there were no signals from Hartford or from Washington DC. He stated that they had a good turnout for Pizza Picnic in the Park and Pride Event this time, noting that he thought it was well done. He stated that he appreciated Chairman Rodriguez and Councilor Barnes for attending the event; and he also thanked the rest of the Town Council for supporting the event.

Mr. Hurt went on to state that he also appreciated that the July 8, 2025 Referendum to provide additional funding to facilitate the Heating Ventilation & Air Conditioning System (HVAC) at the Juliet W. Long School passed. He stated that he knows that per their Bond Counsel Attorney they had to use the original wording for the Referendum Question each time it was presented to the voters. However, he suggested if the town had to do something like this again in the future that it may be worth taking a look at the original wording because he thought that it left a lot to be interpreted. He stated there may be some room for a working group to make sure the words get in there to reduce the amount of interpretation that leads to the misinterpretation of what the Referendum Question was asking.

Mr. Hurt commented on the Fiscal Year 2025/2026 Budget noting that he appreciated the efforts that were made particularly by all nine members of this Town Council and their State Delegation this year. He stated that it was a marked contrast from what they have seen in the past. He stated although some State Policies have a double-edged sword, that the intent was good. He stated if they continue to work to bring in some revenue that it would be one way they could offset the Grand List, noting that this type of growth happens much slower than a whole budget cycle. He stated the Fiscal Year 2025/2026 Budget was a tough budget cycle and that he appreciated everyone's work, noting that nobody was happy with it; which meant that it was probably a good budget. Thank you again.

Ms. Febie Herndon, 16 Bittersweet Drive, Gales Ferry, thanked everyone for attending tonight's Town Council Meeting to say goodbye to their beautiful Chairman Rodriguez. Ms. Herndon stated because of their kids that she and Chairman Rodriguez have known each other for many years, noting that her daughter was the Class President and that she was the founder of the first Fencing Team in Ledyard. She stated that she hoped Chairman Rodriguez would not forget their Ledyard girls, noting that they would not have made it without the support of Chairman Rodriguez's husband Maik Schuler. She stated that she wanted to thank Chairman Rodriguez for all of her service to Ledyard, noting that she has been spontaneous; and that it was nice to meet her and to call her a friend, noting that her service made their town a community.

Ms. Herndon addressed the Fiscal Year 2025/2026 Budget. She stated that she knows that some were not happy with the budget, and that the members of the Town Council really worked hard. Therefore, she stated that she wanted to congratulate everyone for their effort noting that they now have a Fiscal Year 2025/2026 Budget.

Chairman Rodriguez thanked the residents for their comments.

VI. COMMITTEE COMMISSION AND BOARD REPORTS – None.

VII. COMMENTS OF TOWN COUNCILORS

Councilor Brunelle stated that she wanted to echo the sentiments about the June 28, 2025 Pizza Picnic in the Park and the Pride Event. She stated that this was the second year they held the event and they had a great turnout. She stated the weather was not so nice, but that people still came out. She stated that the Congregational Church helped with the pizzas; and that they had games, balloons; and a Disc Jockey (DJ), noting that it was a fun afternoon. She went on to state the Congregational Church invited everybody who attended the Picnic to attend their Church Services the next day, noting that she and her family were able to attend and that they had a great time. She stated that she personally liked to see different places of faith in the town, and that she planned to do more of that this year.

Councilor Brunelle continued by noting that the Highlands had a Block Party this past weekend; and she thanked Rocky's Landscaping for hosting and paying for the event, noting that she only learned about it at the last minute. She stated they had food and drinks and that she did the balloons for free. She stated that it was a great event, and that she would like to see more community events where they bring everybody together.

Councilor Brunelle concluded her comments by saying that she truly loved Chairman Naomi Rodriguez. She stated that she has been inspired by her, noting that she has always seen her at all the different meetings. She stated when she was a volunteer serving on the Farmers Market Committee that Chairman Rodriguez inspired her to do more, noting that she has learned a ridiculous amount from her. She stated that she had nothing but respect and love for Chairman Rodriguez, noting that she would be sorely missed.

Councilor Saccone stated rather than talk about summer safety and fire safety this evening, which was mostly common sense; that he would like to talk about volunteerism in town. He stated that Chairman Naomi Rodriguez was amazing noting that she has volunteered in this community for twenty years. He noted her time serving on the Town Council stating that it was a thankless job; stating that once in a while they get a "Thank you" from Steve Munger; and that the Town Council appreciated Mr. Munger's comments. Councilor Saccone went on to note the amount of time the members of the Town Council spend attending many meetings and events throughout the town. He addressed the challenge in trying to find a clear and concise Budget that everybody could live with; and he noted that Chairman Rodriguez has done all of this without being paid; commenting that she was amazing. He concluded his comments by stating as a town citizen that he wanted to send his congratulations to Chairman Rodriguez and thank her for the number of years she has put in, stating that their town was better off because of the work she has done. Thank you.

Chairman Rodriguez stated the July 8, 2025 Referendum to increase funding to facilitate the Juliet W. Long School Heating Ventilation & Air Conditioning (HVAC) passed, which was very good news. She stated that this would allow work to start this summer and for the project to be completed by the State's required December, 2026 Deadline. She stated that it has been so hot and humid lately, and that she was sure that the children and staff at the Juliet W. Long School they would be very appreciative.

Councilor Garcia-Irizarry stated that Sustainable Connecticut invited her to participate in a tour of the Covanta SECONN Waste to Energy Plant in Preston. She stated that seeing the operation was an eye opener, noting that she had never seen so much trash in one place. She stated during the tour the Plant Operator explained and showed them the process noting that there was a guy behind a glass who operated a machine which was like the claw grabbers you would see in the machines that grab a stuffed toy. She stated this machine was huge, and that it would take big amounts of trash and put it in a hole where it would be burned, and the heat and the steam would go into a turbine, where it produced the electricity to operate the Plant. She also explained that the excess trash that does not burn would go into a Grinder. She stated seeing this operation made her think even more about Ledyard's recycling efforts noting that they need to do more outreach for residents to understand the importance to recycle. She stated the town pays almost a million dollars every year to pick-up and haul trash; and for the tipping fees to dispose of the trash. She stated the less trash they make the less tipping fees they would have to pay to dispose the trash, which would be a savings for their taxpayers. She

also explained that after the trash was burned that the Plant would then recycle or sell off the metal that was remaining. Therefore, she stated that the Town was paying the Trash Hauler to pick up the trash and bring it to the Waste to Energy Plant who was making a profit from their trash. She stated that residents needed to work harder to put all their recyclables into the appropriate recycling cart because they would save tax dollars. She stated the tour of the Covanta SECONN Waste to Energy Plant in Preston was very informative, noting that she learned a lot about what was happening with their trash.

Councilor Garcia-Irizarry continued by thanking Chairman Rodriguez for all of her contributions to Ledyard. She stated as a first term member serving on the Town Council (2023 – 2025) that she really appreciated all the guidance, and the help Chairman Rodriguez has given to all of them. She stated that no one starts this job knowing everything, noting that Chairman Rodriguez was always there to answer questions, and to provide guidance stating that she has learned a lot from Chairman Rodriguez, which she really appreciated. She stated there was a lot going on in town, and as a resident that you might be involved in certain things, but serving as an elected official that they have to be involved in everything. She stated that she was going to miss Chairman Rodriguez and that she hoped that she would come back to visit Ledyard. Thank you.

Councilor St. Vil thanked Chairman Rodriguez for her mentorship and her volunteerism. He stated when he first began his civic journey a couple of years ago he was putting in about 10 – 15 volunteer hours per week. However, he stated what he has seen and learned from Chairman Rodriguez was that she was putting in 3, 4, 5 times more than that, and so he could only imagine all that she has done over the past years for the town. He thanked Chairman Rodriguez for her dedication, noting that he has also benefited from her volunteerism, even when he did not even know it. He stated that his prayer and his hope for their community was that Chairman Naomi Rodriguez would come back in the future and see that her legacy was one where people worked really hard because they cared about the community they live in; and because it was the right thing to do. He congratulated Chairman Rodriguez for her accomplishments; and he thanked her; stating that he loves her and wishes her good luck.

Councilor Dombrowski stated in-keeping with the community spirit he noted the recreation of *Battle for the July 4th Holiday* that happened in the Highlands. He stated that he was surrounded by everybody who was shooting off the fireworks right outside his home. He stated at one point his wife asked him from which direction the fireworks were coming from, and he had to reply that they were coming from all directions. He stated that he was glad everybody had a good time; and that nobody got hurt.

Councilor Dombrowski continued by addressing the departure of Chairman Rodriguez, noting that he and Chairman Rodriguez have traveled together over the last number of years. He noted that Chairman Rodriguez previously served on the Planning Commission when he was serving on the Zoning Commission, when the two Commissions were separate, noting that they have been working with each other over the past 20-years in various capacities. He stated that he wished Chairman Rodriguez and her husband Maik the best in the future, and that she would be successful in all of her future endeavors.

Councilor Buhle stated because tonight's Administration Committee meeting was 6-minutes that she immediately got up and went to the Famers Market. She congratulated the Ledyard Farmers Market for being ranked "The Best Farmers Market in Connecticut", by the Connecticut Magazine which was absolutely amazing. She stated the hard work that the Farmers Market Committee puts in every single week shows, noting that it was a Shining Star in their community. She stated every week when she visits the Farmers Market that she was reminded of how proud she was to live in this town, and how amazing it was, noting that every week they offer new things, and it was absolutely great.

Councilor Buhle continued by addressing the June 28, 2025 Pizza Picnic in the Park and Pride Event noting that she wanted to apologize to Councilor Brunelle that she was not able to attend the event because she had to work that day. However, she wanted to thank Councilor Brunelle for continuing to organize the event and for being a voice for those who may feel unwelcome.

Councilor Buhle responded to Ms. Greco's comment regarding the playgrounds earlier this evening, noting that she has also seen some messages online as well. She stated that she has worked with this Town Council to apply for two Grants, as was mentioned in the Proclamation that was presented to Chairman Rodriguez this evening. She stated every single grant opportunity that she has suggested to the Finance Committee and that they pursued was to find things that would improve the quality of life in Ledyard and to reduce costs to their taxpayers. She stated their challenge was how do they make it better to live here, but not more expensive. She stated that she knows that Councilor Ryan, who was attending remotely this evening was listening, noting that the first question out of his mouth every time she comes up with an idea was "What is the long-term maintenance cost on this?" Councilor Buhle stated they toured the town's existing playgrounds in an effort to replace the ones that were at the end of their life, were falling apart; and were really not safe anymore, noting that it was a major liability for the town to have a playground that was not safe for children to play on. She stated all four of the playgrounds were being replaced with solid surface play areas which would reduce the labor and maintenance costs. She went on to state that the other part for her was that playgrounds and parks were an expression of how a town valued its children and its families. Full. Stop! That's it! She stated that she has taken her son to playgrounds in Groton, where she has heard the same sentiments, noting that she had heard so many families say that they live in Gales Ferry, but that they drive to Groton because there were no good playgrounds in Ledyard. She stated that she thought that they deserve to be in atown that has amazing playgrounds that show how much they love being a community with families. She stated that when they applied for this 2025 Small-Town Economic Assistant Program (STEAP) Grant the town put forward \$179,000 of local funding from the Undesignated Capital Account, as required by the grant program, explaining that Ledyard received \$892,000 in Grant funding to replace the playscapes at four parks in town. She noted as an example comparison that if you went out to the parking lot and gave somebody \$20 bucks, and they gave you a \$100 back that you got to keep, that she would think that it was a really good deal. She stated one playgrounds alone cost \$600,000 to replace, explaining that it was not because it was absorbent, but because playgrounds were expensive. She stated that they were getting all of that for a \$179,000 of local tax dollars; and she thought that it was actually a really great use of taxpayer money. Therefore, she stated that she would get defensive about it because it was something that she has worked hard on; and she was really passionate about, because she thought their kids deserve to live in an amazing town, that shows how much they were loved. She noted Mr. Munger's comments from earlier this evening and she stated that she was not saying that he did not like kids if he did not support the playgrounds; she was just saying that she thought that it was something that was worthwhile to pursue, noting that it was respecting the long-term expenses of their taxpayers.

Councilor Buhle went on to state like everybody else this evening that she wanted to say to Chairman Rodriguez that she was wholeheartedly inspired by her. She stated that she has learned a lot from Chairman Rodriguez, and she was so grateful for all of her leadership and everything that she has taught her and all of them. She stated that she could not say *Good Bye* without telling her how grateful she was. Thank you.

Councilor Ryan, attending remotely via Zoom, stated that it was July, and it was hot outside. He reminded everyone about the importance to make sure they stay hydrated. He stated the Ledyard Parks and Recreation Summer Camp was in full swing right now, noting that both of his daughters were participating in the program, stating that they were having a great time with all the kids. However, he stated that it was important for everybody to stay hydrated, especially the young children who were out in the sun with the hot temperatures they were having.

Councilor Ryan went on to note that July also means Tax Season; and there were a lot upset people; and that he empathized with them. He thanked Tax Assessor Adrianna Hedwall and her staff noting that they were fielding a lot of questions from residents every day. He stated the Tax Assessor's Office was extremely busy this month; and so he appreciated all their efforts to field the public's needs on that front.

Councilor Ryan continued by noting that he wanted to address a couple of public comments regarding the Fiscal Year 2025/2026 Budget. He stated that he did not think it was any secret that he was disappointed with the Budget outcome, noting that he thought there were changes

that could have been made, and should have been made to reduce the tax burden on the public this year given what they have coming in front of them in the next year, and in the years to follow with revenue challenges, unfunded mandates, and especially with the property revaluation. Therefore, he stated empathizes with the residents who were disappointed with the budget outcome.

Councilor Ryan stated that he echoed Councilor Buhle's comment regarding the Farmers Market, noting that he also stopped by this evening as well, and that the Market was always amazing. He stated he was happy that they were voted the "Best Farmers Market in Connecticut" because they do an excellent job every week, and the choices they offer were always outstanding.

Councilor Ryan concluded his comments by thanking Chairman Rodriguez for her years of service to the town. He stated that he wished her, and her husband Maik all the best in their travels and in their future endeavors. He wished them the *Best of Luck; and Fair Winds, and Following Seas*.

Chairman Rodriguez thanked the Town Councilors for their comments this evening.

VIII. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

MOTION to approve the following:

- Regular Meeting Minutes of June 11, 2025
- Special Meeting Minutes of June 18, 2025
- Special Meeting Minutes of June 25, 2025

Moved by Councilor Buhle, seconded by Councilor Dombrowski

VOTE: 8 - 0 Approved and so declared

IX. COMMUNICATIONS

Chairman Rodriguez stated a Communications List has been provided on the meeting portal for tonight's meeting, and she noted referrals were listed.

X. COUNCIL SUB COMMITTEE, LIAISON REPORTS

Administration Committee

Councilor Buhle stated the Administration Committee met earlier this evening and addressed the following: (1) Proposed "Ordinance Establishing an Ethics Commission for the Town of Ledyard – Councilor Buhle stated the draft Ordinance was forwarded to the Town Attorney and that she had a telephone conversation with him. She stated that the Committee was awaiting the Town Attorney's legal review and recommendations; (2) Job Description – Councilor Buhle noted the Committee reviewed with Human Resources Director Christine Dias the following Job Descriptions: Assistant to the Land Use Director; Office Assistant Mayor's Office; and Executive Assistant to the Mayor; and (3) Reappointments. Councilor Buhle noted the reappointments and job descriptions would be forwarded to the Town Council's August 13, 2025 Agenda.

Community Relations Committee for Diversity Equity & Inclusion

Councilor Brunelle stated the Community Relations Committee for DEI had a wonderful Pizza Picnic in the Park and Pride Event on June 28, 2025. She also noted that the Committee's July 16, 2025 meeting would be cancelled.

Finance Committee

Councilor Saccone stated the Finance Committee would be cancelling their July 16, 2025 meeting. He stated although the Committee does not have any items on tonight's agenda that they would be amending the Agenda later this evening to address an Emergency Bid Waiver as requested by the Board of Education to replace the Chiller at the Gales Ferry School.

Land Use/Planning/Public Works Committee

Councilor St. Vil stated the LUPPW Committee will be meeting on August 4, 2025.

Retirement Board

Chairman Rodriguez stated the Retirement Board's July 15, 2025 meeting has been cancelled.

Farmers Market Committee

Chairman Rodriguez noted as Councilor Buhle and Councilor Ryan mentioned earlier this evening, the Ledyard Farmers Market has been voted as Connecticut Magazine's Best Farmers Market in the State. She congratulated the Ledyard Farmers' Market for their hard work to be the very best! She quoted the Ledyard Farmers' Market Facebook page as follows: "You love us, you really love us!. Thank you all for nominating and voting for us this year. Kudos to our great vendors, awesome volunteers, both past and present, and our amazing patrons. It takes a village, and we did it". Chairman Rodriguez stated the Town Council agreed with the statement, and she thanked the Ledyard Farmers' Market Committee for an amazing and wonderful achievement.

Library Commission

Councilor Garcia-Irizarry noted the Library Commission met on June 16, 2025 and discussed the following: (1) Library Commission's Fiscal Year 2025/2026 Investment Accounts; (2) Consortium Working Group; (3) Approved Meeting Room Regulations; (4) Delayed the implementation of Annual Appeal to Spring of 2026; and (5) Federal Library Funding Education.

Board of Education

Councilor Garcia-Irizarry noted the Board of Education met on July 8, 2025 and addressed the following: (1) Juliet W. Long School New Playground - The Parent & Teacher Organization (PTO) worked hard to hold fundraising events to install a new Inclusive Playground. The work has begun to demolish the existing Playground; (2) Federal Government Title Grants were expected to come in \$58,000 less than the amount budgeted. Councilor Garcia-Irizarry noted School Superintendent Hartling explained that the \$58,000 was a hold back, but that he wanted them to be prepared just in case the Board of Education does not receive all of the funding that they budgeted; (3) Pre-K Grant Funding - Councilor Garcia-Irizarry noted that School Superintendent Hartling stated the Pre-K Grant was locked-in for two years, but that the State was removing the Local Council Funding Allocation Recommendations. In addition the Office of Early Childhood would make a determination on how they were going to allocate the policy. Local Councils that were specific to other towns were now being forced to form a Regional Coalition that would create a Needs Assessment to give to the Office of Early Childhood. However, none of this was built-out yet and that they were trying to adapt as they receive more information; (4) Fiscal Year 2025/2026 Final Budget Adjustments - Councilor Garcia-Irizarry noted School Superintendent Hartling presented the following Account Adjustments to meet the \$205,000 reductions to their Operating Budget:

- \$38,000 Reduce the initial request was to hire three STEM Teachers to two.
 - o Gales Ferry School will have one STEM Teacher
 - Juliet W. Long will have one STEM Teacher
- \$99,711 Art Teacher Gallup Hill School
- \$23,000 Substitute Teachers Gallup Hil School
- \$3,000 Central Office Surge Standard of response stay status quo/delayed
- \$10,000 Food Service Debt The state has allowed using Grant Funding for the past two years
- \$10,000 Unitrends Delay
- \$56,100 Special Education Gallup Hill School Needs Based on Numbers
- \$22,289 Adjust Non-Public Tuition
- \$58,000 Not fill Gym Teacher Vacancy
- \$90,900 Excess Cost Sharing Reduction in State ECS Grant Funding
- \$48,000 Custodian

TOTAL: \$205,000

Councilor Garcia-Irizarry continued by stating that she wanted to address a question that was raised at the Board of Education's July 8, 2025 meeting regarding the Annual Budget Process and why a third Referendum was not held after the second Referendum failed. She stated that the Town Council follows the Budget Process that was laid out in the Town Charter, and she noted the following:

Chapter VII; Section 6

The Town Meeting may, by failing to approve the budget presented at referendum, refer the entire budget back to the Town Council for further consideration and changes.

Should the referendum on the budget refer the budget back to the Town Council, the Town Council shall reconsider the budget and present it for a second vote on the voting machines three weeks (June 10, 2025) following the previous referendum.

In the event that the second referendum does not approve a budget; the Town Council shall adopt a final budget by the fourth Monday in June. Should both the referenda and the Town Council fail to adopt a final budget by the fourth Monday in June, the budget that was presented at the second referendum shall be deemed to have been adopted, and expenditures made in accordance therewith for the ensuing fiscal year.

Councilor Garcia-Irizarry went on to state that the Town Council also follows Roberts Rules of Order, which provided guidance on the conduct of governmental body meetings. She stated that this Town Council followed everything to the letter of what's written in the Town Charter, as they do for every meeting. She stated that she wanted to clarify this because she did not want there to be any doubts. She stated the nine dedicated members of this Town Council both Republicans and Democrats might not agree on everything; but that she could tell them the one thing every single member of this Town Council agreed on was that they follow the procedures and processes in place. She noted as Councilor Dombrowski always says that there is a process, and that it was important to follow that process.

Planning & Zoning Commission

Councilor St. Vil stated the Planning & Zoning Commission continued their Public Hearing regarding the proposed Zoning Regulations Amendments to their July 11, 2025 meeting.

Inland Wetlands and Water Courses Commission

Councilor St. Vil stated the Inland Wetlands & Water Courses Committee met on July 1, 2025 and have continued their Public Hearing regarding an open Application to their August 5, 2025 meeting.

Economic Development Commission

Councilor Buhle stated the Economic Development Commission met on July 1, 2025 and discussed the following: (1) Draft Route 12 Corridor Study – Councilor Buhle stated the EDC received the draft Study and it was posted to the town's website. She encouraged residents to visit the town's website and review the Study noting that there were still a lot of moving parts; (2) Connecticut Main Street – Councilor Buhle stated the EDC was working on a Connecticut Main Street town visit and potentially putting together an afterhours event.

XI. MAYOR'S REPORT

Chairman Rodriguez noted the Mayor was not present this evening

- XII. OLD BUSINESS None.
- XIII. NEW BUSINESS

MOTION to Amend the Agenda to add

MOTION to grant a Bid Waiver in the amount of up-to \$390,782 to Tradesmen of New England, Bloomfield, Connecticut, to address the emergency replacement of the Chiller at the Gales Ferry School.

Moved by Councilor Saccone, seconded by Councilor Buhle

VOTE: 8 – 0 Approved and so declared

APPROVED 8-0

MOVER: Tony Saccone, Town Councilor SECONDER: Jessica Buhle, Town Councilor

AYES: Buhle, Brunelle, Dombrowski, Garcia-Irizarry, Rodriguez, Ryan,

Saccone, St. Vil

EXCUSED: Barnes

Chairman Rodriguez noted that this item would be added as the first item on tonight's agenda.

1. MOTION to grant a Bid Waiver in the amount of up-to \$390,782 to Tradesmen of New England, Bloomfield, Connecticut, to address the emergency replacement of the Chiller at the Gales Ferry School.

Moved by Councilor Buhle, seconded by Councilor St. Vil

Discussion: Board of Education Director of Facilities & Grounds Wayne Donaldson stated replacing the Chiller at the Gales Ferry School was included the Fiscal Year 2025/2026 Capital Plan. He provided some background information noting that the Chiller had two operating systems, noting that one of the systems failed last year and the repair costs were between \$30,000 - \$40,000. He stated because the Chiller was 25-years old that they tried to limp along until they could replace the entire unit.

Mr. Donaldson continued by stating about two- weeks ago the second operating system failed causing the Gales Ferry School to have no air conditioning in that facility. He stated they went through a number of processes to see whether it was possible to take parts from one side and put them together on the other side, however, he stated that it was going to be costly and there was no guarantee that it would work.

Mr. Donaldson went on to explain that because the Chiller Replacement for the Gales Ferry School was approved as a Bond Project in the Fiscal Year 2025/2026 Capital Plan they started to look at what their options were for a new Chiller. He stated because the lead time for a replacement was going to be at least 19-weeks they were able to find two-units that were each half the size of the current Chiller; explaining that instead of having two-units built into one, that they would have two-separate units. However, Mr. Donaldson stated he learned at the close of business today that although the two-units were still available, they were on a first-come-first-serve basis; and that the delivery time would be two-weeks. He stated this time frame would allow them to put everything back together before the start of school; which was one of the reasons the Board of Education has requested a bid waiver to Tradesmen of New England, noting that the other reason was because this contractor currently has the Service Contract on their current Chiller and they have agreed to credit them back for costs of the repairs for that section of the chiller work. He stated although the Board of Education was asking for the Bid Waiver for the total amount that they expect to receive a \$30,000 Credit off that bill. In addition, he noted that the Contractor was providing the Chillers at their cost.

Councilor Saccone questioned since the exiting Chiller was 25-years old whether it would be fair to say these two new units would be more efficient. Mr. Donaldson stated that the two units would be more efficient, explaining that they would be a screw compressor which was much more efficient than the reciprocal compressors were. He also noted that they would check to see if there were any rebates for the new units.

Chairman Rodriguez noted Board of Education Chairman Favry's July 8, 2025 letter in which he mentioned budget compliance. Mr. Donaldson stated the funding for the Chiller Replacement Project was approved as part of the Fiscal Year 2025/2026 Capital Plan Budget as a Bond allocation, and he noted that the total \$380,000 cost for the proposed Chiller Replacement for the Gales Ferry School would keep them within the approved budget.

VOTE: 8 - 0 Approved and so declared

APPROVED 8-0

MOVER: Jessica Buhle, Town Councilor SECONDER: Gary St. Vil, Town Councilor

AYES: Buhle, Brunelle, Dombrowski, Garcia-Irizarry, Rodriguez, Ryan,

Saccone, St. Vil

EXCUSED: Barnes

XV. ADJOURNMENT

Chairman Rodriguez stated before they adjourn that she wanted to announce that tonight would be her last Town Council Meeting, noting that she would be stepping down from the Town Council as its Chairman and as Deputy Mayor sometime in July. She stated that her family will be moving to New Jersey because her husband has taken on a new employment opportunity, and she needed time to look for a house. She stated that it has been her utmost honor and privilege to serve the people of Ledyard. She stated that she hoped her passion and care for Ledyard has been evident. She stated that her family would truly miss Ledyard and that they plan to make trips back to this lovely town. Please be kind to each other, take care, and God Bless.

Councilor Buhle moved to adjourn, seconded by Councilor Dombrowski VOTE: 8 - 0 Approved and so declared. The meeting adjourned at 8:14 p.m.

Transcribed by Roxanne M. Maher Administrative Assistant to the Town Council

I, S. Naomi Rodriguez, Chairman of the Ledyard Town Council, hereby certify that the above and foregoing is a true and correct copy of the minutes of the Regular Town Council Meeting held on July 9, 2025.

S. Naomi Rodriguez, Chairman

Ledyard Town Council – July 9, 2025 Page 15 of 15



CONNECTICUT TOWN COUNCIL

MINUTES LEDYARD TOWN COUNCIL – SPECIAL MEETING WEDNESDAY, JULY 23, 2025; 5:30 PM

I. CALL TO ORDER – Chairman Rodriguez called the meeting to order at 5:30 p.m. at the Council Chambers, Town Hall Annex Building.

Chairman Rodriguez welcomed all to the Hybrid Meeting. She 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.

II. ROLL CALL -

Attendee Name	Title	Status	Location
William Barnes	Town Councilor	Present	Remote
April Brunelle	Town Councilor	Present	In-Person
Jessica Buhle	Town Councilor	Present	In-Person
Carmen Garcia-Irizarry	Town Councilor	Present	In-Person
Kevin Dombrowski	Town Councilor	Excused	
S. Naomi Rodriguez	Town Councilor	Present	In-Person
Tim Ryan	Town Councilor	Present	Remote
Tony Saccone	Town Councilor	Present	In-Person
Gary St. Vil	Town Councilor	Present	Remote

III. BUSINESS OF THE MEETING

1. MOTION to authorize the transfer from Account #21090305-58915 (CNR-Undesignated) to Account #21070101-57300 (CNR-Board of Education-New Equipment) and to authorize the appropriation of up to \$400,000 from Account #21070101-57300 (CNR-Board of Education-New Equipment) for the emergency replacement of the Chiller at the Gales Ferry School.

Upon future issuance of tax-exempt bonding reimburse such funds to Account #21090305-58915 (CNR-Undesignated); and,

In anticipation of such reimbursement, declare the Town's official intent under Federal Income Tax Regulation Section 1.150-2 that project costs may be paid from temporary advances of available funds and that (except to the extent reimbursed from grant monies) the Town reasonably expects to reimburse any such advances from the proceeds of borrowings in an aggregate principal amount not in excess of the amount of borrowing authorized above for the project.

Moved by Councilor Buhle, seconded by Councilor Garcia-Irizarry

Discussion: Board of Education Director of Facilities & Grounds Wayne Donaldson stated at their July 9, 2025 meeting, the Town Council approved to grant a bid waiver in the amount of up-to \$390,782 to Tradesmen of New England, Bloomfield, Connecticut, to replace the Chiller at the Gales Ferry School. He explained the Chiller had two operating systems, noting that one of the systems failed last year and the repair costs were between \$30,000 - \$40,000. He stated because the Chiller was 25-years old that they tried to limp along until they could replace the entire unit, noting that the Chiller was included in the Fiscal Year 2025/2026 Capital Budget as a Bond Project. However, he stated about a month ago that the second operating system failed causing the Gales Ferry School to have no air conditioning in that facility. He stated they went through a number of processes to see whether it was possible to take parts from one side and put them together on the other side, however, he stated that it was going to be costly and there was no guarantee that it would work.

Mr. Donaldson went on to state because the lead time for a replacement was going to be at least 19-weeks and would put them out to December; they found two-units that were each half the size of the current Chiller; explaining that instead of having two-units built into one, that they would have two-separate units, noting that the delivery time would be two-weeks. He stated this time frame would allow them to put everything back together before the start of school; which was one of the reasons the Board of Education had requested a bid waiver to Tradesmen of New England. He stated the other reason was because this contractor currently has the Service Contract on their current Chiller and they agreed to credit them \$30,000 for costs of the repairs for the chiller work; and the Contractor was providing the two units at their cost.

Mayor Allyn, III, explained that the July 9, 2025 action to grant a bid waiver to Tradesmen of New England, Bloomfield, Connecticut, for the emergency replacement of the Chiller at the Gales Ferry School was only half of the motion that was required to facilitate the project. He noted as Mr. Donaldson mentioned that the Chiller Replacement was included in the Fiscal Year 2025/2026 Capital Plan as a Bondable Project. However, he stated because this was an emergency situation that they do not have time for the Bond Process. Therefore, he stated tonight's motion would provide funding on a temporary basis from Capital Non-Recuring Account #21090305-58915; and once the town obtains authorization to Bond (borrow) funding that the funds would be returned to the Capital Non-Recurring Undesignated Account. He also explained that because they would be using existing funds, and reimbursing the CNR Undesignated Fund sometime next year; that Bond Counsel provided specific language, as provided in tonight's motion, to allow the town to proceed.

Chairman Rodriguez thanked Mayor Allyn, Finance Director Matthew Bonin, School Superintendent Hartling, and Board of Education Director of Facilities & Grounds Wayne Donaldson for working so quickly to resolve this issue, and to bring it to the Town Council's attention.

Finance Director Matthew Bonin asked that going forward when financial matters were involved that someone contact him. He stated if he was contacted before the July 9, 2025 Town Council meeting that they could have avoided the need for tonight's Special Meeting.

Mr. Bonin continued by providing some background noting that he had contacted Bond Counsel even before the need for the emergency chiller replacement occurred, to discuss the process for Capital Projects that were approved through the Annual Budget Process and identified as "Bondable" in the Fiscal Year 2025/2026 Capital Improvement Plan. He stated that Bond Counsel explained by listing the Capital Projects in the Annual Budget that all they were doing was identifying the projects that the town would like to address. He stated the Town would be required to go through the Bond Process to seek the townspeople's authorization to spend (appropriate) and borrow (bond) the amount to cover the full cost of the projects; which would involve Authorizing Resolutions, a Special Town Meeting, and a Referendum Vote.

Mr. Bonin went on to explain as Mayor Allyn mentioned, that because replacing the Chiller at the Gales Ferry School was an *emergency*, the town did not have the time to go through the Bond Authorization Process. Therefore, he stated tonight's motion has identified Account #21090305-58915 (CNR-Undesignated) as the funding source to allow the Chiller to be replaced for the short-term, until the town goes through the Bond Process, at which time Account #21090305-58915 (CNR-Undesignated) would be reimbursed. Therefore, he stated to facilitate this "short-term-long-term" funding mechanism that the specific language in tonight's motion was provided by Bond Counsel.

Chairman Rodriguez stated that last week she along with Mayor Allyn, Finance Director Matthew Bonin, and School Superintendent Hartling met to discuss the matter. She stated after their meeting Mr. Bonin spoke with Bond Counsel to get the correct wording. She stated because she was sick last week they decided to meet this week.

Councilor Buhle questioned the balance of Account #21090305-58915 (CNR-Undesignated) and whether allocating this \$400,000 to replace the Chiller at the Gales Ferry School would deplete the account. Finance Director Matthew Bonin stated although he did not know the

exact Account balance at this time, that this short-term allocation would not deplete the account.

Councilor Buhle addressed the Bond Process, and she questioned the other projects that would be included with the Gales Ferry Chiller. Mayor Allyn stated that there were a number of projects that were included in the Fiscal Year 2025/2026 Capital Plan that were identified as "Bondable" noting the following: High School Fire Alarm System, Dehumidifiers for the Gallup Hill School and Middle School, along with some other projects. He explained that he expected that the Town Council would be addressing the Bond Resolutions to start the Authorization Process sometime during the fall in preparation to go out to sell Bonds next year.

Councilor Saccone stated that he wanted to mention for their taxpayers, future Mayors, and for future Town Councils the "Committee to Review the Budget Process Final Report Dated October 31, 2023" that was Chaired by Councilor Tim Ryan. He stated the Report included a Recommendation to set aside funding annually for Capital Improvement Projects (CIP) for facilities/buildings in something like a savings account for large, anticipated capital projects such as the replacement of the school roof projects. He noted the Interest Earnings on the Town's Reserve Accounts were projected to generate income of \$525,000 in the coming year while it was just sitting in the bank. Therefore, he stated because they knew that the lifecycle of things such as school roofs were about twenty-five years that the town could begin to save for those expenses as they have been doing for years for the replacement of things such as Fire Apparatus, noting that fire trucks cost about \$1 million; and Public Works Equipment. He stated if they had a Sinking Fund for Facilities/Buildings that when emergencies or future projects come up the savings account would be available and that the Town would not have to bond as much; and the town would be earning interest on the money in the bank. He stated this type of savings account would be very helpful in saving the town money and to avoid future risk. He stated unfortunately they were not able to initiate this type of Facilities Capital Account in either the Fiscal Year 2024/2025 or the Fiscal Year 2025/2026 Budget because of the increased operating costs due to inflation, reductions in revenues, and the need to increase the mil rate.

Councilor Barnes attending remotely via Zoom, stated that he understood that the Gales Ferry School Chiller failed and they needed to move quickly to replace the unit. However, he stated that he was looking for clarification for the reason they did not address this funding component at the July 9, 2025 meeting; and whether this language from Bond Counsel has truly become an emergent issue. School Superintendent Hartling stated the situation was as Mayor Allyn explained earlier this evening, noting that tonight's Special Town Council meeting was wrapping up the second half of the required action to proceed with the emergency replacement of the Chiller; now that they had all the information and the languagee from Bond Counsel. Mayor Allyn noted that it comes down to process, explaining that when they were spending money they need to identify the funding source. He stated because the Chiller Replacement at the Gales Ferry School had been identified as a "Bondable Project" that they had to work with Bond Counsel to make sure they were proceeding appropriately; which was the reason the Special Town Council meeting was called for tonight to get it all straightened out.

Councilor Ryan attending remotely via Zoom, stated that he had the same question that Councilor Barnes asked. He stated it was always great when they were able to mitigate redundant meetings. However, he stated that he understood that they needed some additional information to move forward with replacing the Chiller at the Gales Ferry School, that they did not have at the time they held their July 9, 2025 meeting; which was the reason they were taking care of it today.

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Jessica Buhle, Town Councilor

SECONDER Carmen Garcia-Irizarry, Town Councilor

AYES: Barnes, Brunelle, Buhle, Garcia-Irizarry, Rodriguez, Ryan, Saccone, St. Vil

EXCUSED: Dombrowski

IV.	ADJOURNMENT
VOTE:	Councilor Buhle moved to adjourn, seconded by Councilor Brunelle 8 - 0 Approved and so declared. The meeting adjourned at 5:43 p.m.
	Transcribed by Roxanne M. Maher Administrative Assistant to the Town Council
	I, S. Naomi Rodriguez, Chairman of the Ledyard Town Council, hereby certify that the above and foregoing is a true and correct copy of the minutes of the Special Town Council Meeting held on July 23, 2025
	S. Naomi Rodriguez, Chairman



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2256 Agenda Date: 8/13/2025 Agenda #: *1.

APPOINTMENT

Motion/Request:

MOTION to reappoint the following members the Agricultural Commission for a three (3) year term ending September 24, 2028:

- Ms. Allyson Angelini (U) 193 Iron Street, Ledyard (Regular Member)
- Ms. Katie Yuhas (U) 34 Meetinghouse Lane, Gales, Ferry (Regular Member)
- Mr. Steve Martic (R) 59R-2 Long Pond South, Ledyard (Alternate Member)

Background:

As members terms come due to expire the Committee and the Member's respective parties are solicited for their recommendations regarding the reappointment of the members.

Administrative Notes:

These Members are interested in continuing to serve on the Agricultural Commission and their reappointments have been endorsed by the Commission and their respective parties.

Nominating Committee Recommendation:

6/24/2025: Agricultural Commission endorsed the reappointment of all Members

7/7/2025 RTC Recommended the reappointment of Mr. Martic (See attached)

Minority Representation - CGS 9-167a:

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

Connecticut General Statutes

File #: 25-2256 Agenda Date: 8/13/2025 Agenda #: *1.

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One	
-	Party	
3	2	
4	3	
5	4	
6	4	
7	5	
8	5	
9	6	
More than 9 Two-thirds of total membership		

- (2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.
- (b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.



CONNECTICUT

OWN COUNCIL

741 Colonel Ledyard Highway Ledyard, CT 06339-1551 (860) 464-3203 FAX (860) 464-1485 E-Mail Address: council@ledyardct.org

3 Year Term

Attendance

{ \ Excellent

} Good

} Fair
} Poor

Town Committee

Y N

Sincerely,

June 24, 2025

Mr. Bruce Garstka, Chairman Agricultural Commission 10 Pleasant View Ledyard, Connecticut 06339

Dear Mr. Garstka:

Agricultural Commission

Member's Name

Mr. Steve Martic (Alternate)

59 R- 2 Long Pond South

Ledyard, CT 06339

Party

R

Members of the Ledyard Agricultural Commission are due for re-appointment as listed below. The Administration Committee of the Town Council would like your recommendations.

Please complete the shaded areas of each Commission members block and kindly return to the Town Council Office at council@ledyardct.org

Term Expiration

Affiliation Recommendation **Endorsement** { \{\sum_{\text{Excellent}}\} Ms. Allison Angelini } Good 193 Iron Street U 9/24/2025 Y N } Fair } Poor Ledyard, CT 06339 Ms. .Katie Yuhas {\sqrt{Excellent} 34 Meetinghouse Lane } Good Ledyard, CT 06339 U 9/24/2025 Y N } Fair } Poor

Commission

(Y)

N

Commission's Comments:

EACH MEMBER BRINGS A UNIQUE POSITION IN DISUSSIONS

WHICH 15 VALUABLE FOR OUR MISSION.

Your assistance is greatly appreciated. Thank you for your attention regarding this request.

9/24/2025

Roxanne M. Maher Administrative Assistant to the Ledyard Town Council

Rm: 6/24/2025

FAX (860) 464-1465 E-Mail Address: council@ledyardct.org

June 24, 2025

Mr. Cory Watford, Chairman Republican Nominating Committee 429 Colonel Ledyard Highway Ledyard, Connecticut 06339

Dear Mr. Watford:

Members of the Ledyard Agricultural Commission are due for re-appointment as listed below. The Administration Committee of the Town Council would like your recommendations.

Please complete the shaded areas of each Commission members block and kindly return to the Town Council Office at council@ledyardct.org

3 Year Term **Agricultural Commission** Attendance **Town Committee** Commission Member's Name **Term Expiration** Party Recommendation Endorsement Affiliation }Excellent } Good Ms. Allison Angelini Fair U 9/24/2025 YN YN 193 Iron Street Poor Ledyard, CT 06339 Ms. .Katie Yuhas }Excellent 34 Meetinghouse Lane Good U 9/24/2025 YN YN Ledyard, CT 06339 Fair } Poor Mr. Steve Martic (Alternate) }Excellent 59 R-2 Long Pond South] Good 9/24/2025 YN (Y) N R Ledyard, CT 06339 Fair } Poor

Commission's Comments:

Your assistance is greatly appreciated. Thank you for your attention regarding this request.

7/7/23 Cy Walfre

Royaue, M. Maher Roxanne M. Maher Administrative Assistant to the Ledyard Town Council

Sincerely,



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2132 Agenda Date: 8/13/2025 Agenda #: *2.

APPOINTMENT

Motion/Request:

MOTION to reappoint Mr. Michael Cherry (U) 5 Whippoorwill Drive, Gales Ferry, as the Mayor's Representative to the Southeastern Connecticut Water Authority for a two (2) year term ending August 31, 2027.

Background:

As Committee Members terms are due to expire the Committee and the Member's party are asked to provide a recommendation regarding the Members reappointment.

Because Mr. Cherry is registered as an Unaffiliated he his reappointment would not be presented a political party.

Mr. Cherry has expressed his interest to continue to serve as one of the Town's Representatives on the Southeastern Connecticut Water Authority.

Administrative Notes:

In accordance with Resolution #08-06 "Concerning SCCOG Member Municipality to the Southeastern Connecticut Water Authority Representative Advisory Board" that SCCOG member municipalities were urged to appoint their Chief Elected Official or Chief Executive as one of their SCWA Members.

Ledyard hac followed SCCOG's recommendation for many years. However, due to other commitments Mayor Allyn, III was not able to attend SCWA's monthly meetings; and therefore; he recommended Mr. Mike Cherry serve on the Board as his designee.

Nominating Committee Recommendation:

(type text here)

Minority Representation - CGS 9-167a:

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

File #: 25-2132 Agenda Date: 8/13/2025 Agenda #: *2.

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

Connecticut General Statutes

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One
-	Party
3	2
4	3
5	4
6	4
7	5
8	5
9	6
More than 9 Two-thirds of total n	nembership

- (2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.
- (b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.

File #: 25-2132 **Agenda Date:** 8/13/2025 **Agenda #:** *2.



TOWN OF LEDYARD CONNECTICUT OFFICE OF THE MAYOR

Fred B. Allyn III Mayor

Kristen Chapman
Executive Assistant to the Mayor

741 Colonel Ledyard Highway Ledyard, CT 06339-1551 (860) 464-3222 FAX (860) 464-1126

July 9, 2025

Chairman Rodriguez Ledyard Town Council 741 Colonel Ledyard Highway Ledyard CT, 06339

Dear Chairman Rodriguez:

In accordance with SCCOG Resolution 08-06 I would like to recommend that Mike Cherry be reappointed to serve on the Southeastern Connecticut Water Authority as the Mayor's Representative.

Please do not hesitate to contact me if there are any issues you would like to discuss.

Sincerely,

Fred Allyn III

Mayor

Cc: Town Clerk
Town Council
SCWA

SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS

5 Connecticut Avenue, Norwich, Connecticut 06360 (860) 889-2324/Fax: (860) 889-1222/E-Mail: office@seccog.org

RESOLUTION NO. 08-6 CONCERNING SCCOG MEMBER MUNICIPALITY APPOINTMENTS TO THE SOUTHEASTERN CONNECTICUT WATER AUTHORITY REPRESENTATIVE ADVISORY BOARD

RESOLVED, that the Southeastern Connecticut Council of Governments (SCCOG) hereby encourages its member municipalities to appoint as soon as possible to the Southeastern Connecticut Water Authority (SCWA) Representative Advisory Board its chief elected official or city/town manager, for the purpose of strengthening the relationship between the SCCOG and the SCWA, and with the intention that further initiatives will be taken to improve the ability of the SCWA, its Representative Advisory Board, and the SCCOG to influence the provision and distribution of water in the southeastern Connecticut region.

This resolution shall be effective on 16 April 2008.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Southeastern Connecticut Council of Governments at its meeting on 16 April 2008, in Norwich, Connecticut, a quorum being present.

Date: 4-16-08

By: Robert Gongdon, Secretary

SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS

5 Connecticut Avenue, Norwich, Connecticut 063

(860) 889-2324/Fax: (860) 889-1222/E-Mail: office@seccog.org

De.org APR 1 8 2008

MEMORANDUM

TO:

SCCOG Chief Elected Officials and City/Town Managers

FROM:

James S. Butler, Executive Director

DATE:

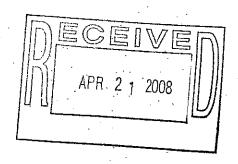
16 April 2008

SUBJECT: SCWA Representative Advisory Board

Please find attached a copy of a resolution adopted by the Council of Governments at its meeting of April 16th. The resolution urges all SCCOG member municipalities to appoint as their Southeastern Connecticut Water Authority (SCWA) Representative Advisory Board (RAB) member their chief elected official or chief executive. I am also attaching a copy of the relevant section of the SCWA's enabling act pertaining to appointments to the RAB.

The SCCOG members of the joint Regional Water Committee ask that you bring this request of appointment to your respective legislative bodies. It is believed that this would be a first step in improving the relationship between SCCOG and SCWA, and that other, including potential statutory, changes as to how the SCCOG and SCWA interact can be achieved in the near future.

Attachments



Roxanne Maher

From: mj.cherry@comcast.net

Sent: Tuesday, June 24, 2025 10:31 AM

To: Roxanne Maher

Subject: RE: Reappointment Request - SCWA

Happy to continue Thanks

From: Roxanne Maher <council@ledyardct.org>

Sent: Tuesday, June 24, 2025 9:38 AMTo: Mike Cherry <mj.cherry@comcast.net>Cc: Roxanne Maher <council@ledyardct.org>Subject: Reappointment Request - SCWA



Good Morning Mike:

Please find attached a request for your interest in continuing to serve as One of the Town's Representatives on SCWA.

Please let me know if you have any questions.

I sent you a Word doc & PDF, Not sure which is easier for you.

Thank you, Roxanne

Roxanne M. Maher
Administrative Assistant to
The Ledyard Town Council
(860) 910-6679
council@ledyardct.org

Town Hall Hours:

Monday – Thursday 7:45 a.m. – 4:45 p.m.

Closed on Friday



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TOWN OF LEDYARD CONNECTICUT TOWN COUNCIL

Chairman S. Naomi Rodriguez

741 Colonel Ledyard Highway Ledyard, CT 06339-1551 (860) 464-3203 FAX (860) 464-1485 E-Mail Address: council@ledyardct.org

June 24, 2025

Mr. Michael Cherry 5 Whippoorwill Drive Gales Ferry, Connecticut 06335

Dear Mr. Cherry:

Your term on the Southeastern Connecticut Water Authority will end on August 31, 2025. Please respond with your interest to continue to serve as the Town's Representative

Please complete the shaded areas of each Commission members block and kindly return to the Town Council Office.

Southeastern CT Water Authority 2 Year Term

Member's Name	Party	Term Expiration	Member's	Town Committee	Attendance
	Affiliation		Response	Endorsement	
Mr. Michael Cherry 5 Whippoorwill Drive Gales Ferry, CT 06335	U	8/31/2025	YN	Y N	{ }Excellent { } Good { } Fair { } Poor

Committee Comments:		

Your assistance is greatly appreciated. Thank you for your attention regarding this request.

Roxanne M. Maher Administrative Assistant

Sincerely, Royaue M. Mahu



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2158 Agenda Date: 8/6/2025 Agenda #: *3.

FINANCIAL BUSINESS REQUEST (FBR)

Motion/Request:

MOTION to approve Standing Bid Waivers as follows:

- Vendors included in the Town of Ledyard Standing Bid Waiver List for FY 25/26,
- Capital Region Purchasing Council Bids,
- State of Connecticut bids,
- Other states' bids, purchasing cooperatives (i.e. Sourcewell), and federal government bids.

Background:

In accordance with Ordinance #200-001 entitled "An Ordinance for Purchasing" the purchasing thresholds are as follows: (1) For purchases of goods or services between \$5,000 - \$14,999 the Town shall solicit a minimum of three quotes; and (2) For purchases over \$15,000, a minimum of three (3) proposals are required through a competitive bid process. In addition, annually the Town Council approves a "Standing Bid Waiver List" for unique vendors, lowest possible prices obtainable, sole vendors, and fewer than three bidder situations, noting that the Town's Purchasing Ordinance requires them to request competitive bids for items in excess of \$15,000.

Department Comment/Recommendation:

(type text here)

Finance Director Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

Town of Ledyard FY 25/26 Standing Bid Waiver List

Department	Vendor	Description	Reason	On List in Prior Year	Contract Term Date
Administrator of Emergency Services	Yale New Haven Healthcare	Firefighter physicals	Only area provider capable of supporting appointment based physicals	Yes	N/A
Debt Service	Munistat	Financial Services Advisor	Financial advisor for all bond and BAN issuances. Holds Town's debt records and history. Need to continue with them for consistency and institutional record keeping.	Yes	N/A
Human Resources	Isolved Inc. (Timeforce)	Time & Attendance Software for payroll	General government time and attendance system. Selected after RFQ process. Need to continue with this system for consistency and efficiency.	Yes	N/A
Human Resources	InTime Services Inc.	Time & Attendance Software for payroll	Police and Dispatch time and attendance system. Designed for unique police scheduling requirements. Need to continue for consistency and efficiency.	Yes	N/A
Ledyard Fire Company and Gales Ferry Fire Company	Firematic Supply Company Inc.	Hurst Extrication Tools & Morning Pride Turnout Gear	Sole authorized vendor and repair shop for Hurst jaws of life and for PPE for both fire companies.	Yes	N/A
Ledyard Fire Company and Gales Ferry Fire Company	MES - Shipman's Fire Equipment Co.	Scott Airpak Breathing Apparatus	Sole authorized vendor.	Yes	N/A
Ledyard Fire Company and Gales Ferry Fire Company	Bulldog Fire Apparatus Inc.	Fire Apparatus Repair and Maintenance	Specialized in fire apparatus repairs and familiar with the town's equipment. Long standing history of quality work. Close proximity (Bozrah, CT) helpful when towing is required.	Yes	N/A
Ledyard Fire Company and Gales Ferry Fire Company	ESO Solutions Inc.	Record Keeping and Reporting Software	Specialized software for fire and emergency services. Utilized for incident tracking, record keeping and required state reporting.	Yes	N/A
Libraries	Libraries Online, Inc. (LION)	Regional Computer Network	Automated network at Library. Unique vendor used by many of the state's municipal libraries.	Yes	N/A
MIS	Gemni Software	Computer Software Support	Assessor, Tax Collector software – current provider.	Yes	06/30/28
MIS	Tyler Technologies	Financial Software Support	Annual support, upgrades, and hosting fee for Munis software; sole provider of existing software.	Yes	N/A
MIS	Granicus	Meeting management and web streaming platform	Under contract for the next year	Yes	06/30/28
MIS	Fiber Store	Network Cables/Modules/Equipment	They provide lower cost fiber equipment than OEM's that work just as well.	Yes	N/A
Parks & Recreation	Hinding Tennis LLC	Crack Repairs for Tennis and basketball courts	Installed our tennis/basketball courts and holds the patent for the RiteWay Crack Repair System specifically designed for the membrane of those courts, ensuring we do not void warranty.	Yes	N/A
Parks & Recreation	M & M Hydroseeding LLC	Non contract field work	Perform field work not included in the contract as needed. Most work can be done in conjunction with work included under the contract resulting in savings.	Yes	N/A
Parks & Recreation	Pioneer Manufacturing Company	Field paint	Bulk purchasing direct from manufacturer	No	N/A

Town of Ledyard FY 25/26 Standing Bid Waiver List

Department	Vendor	Description	Reason	On List in Prior Year	Contract Term Date
Police	MHQ Municipal Vehicles, Putnam Ford, Whaling City Ford, Colonial Ford or dealership with lowest price	Police Cruisers	Providers of police cruisers.		N/A
Police	CentralSquare (Tritech Software Systems)	CAD System	Sole provider for existing CAD system.	Yes	N/A
Police	Nexgen Public Safety Systems	CAD/RMS System Software	Proposed sole provider for new upgraded CAD/RMS System	Yes	N/A
Police	AAA Police Supply	Ammunition	Contract priced duty and training ammunition	Yes	N/A
Police	Communications Plus	Police Base Station & Radio Service and Installation	Sole provider of base station radios.	Yes	N/A
Police	Motorola Solutions (Watchguard Video)	In-Car Video System and Body Worn Cameras	For purchase and maintenance of system. State approved and priority vendor for maintenance of the system.	Yes	N/A
Police	Flock Safety	Automated License Plate Reader Technology	Sole provider with networked cameras in surrounding communities, full regional network info available to our	No	N/A
Police	PowerDMS Inc.	Document management system	Sole source provider	No	N/A
Public Works	CLA Engineers	Consulting Engineers	MS4 program requirements per RFQ selection in FY05 and subsequent TC bid waiver.	Yes	N/A
Public Works	Morton Salt, Inc	Treated Salt	Proprietary Ice-B-Gone blend used exclusively by the Town.	Yes	N/A
Public Works	BETA Group, Inc.	Consulting Engineer	Annual Pavement Management support and periodic comprehensive road inspection survey and reporting. Selected in 2010 to provide these services and has been authorized through formal bid waivers since.	Yes	N/A
Public Works	Frost Solutions	Road Surface Monitoring Stations	Permanently-installed proprietary road surface and weather monitoring stations for winter operations. Originally less than \$5,000 per year but now above.	Yes	N/A
Public Works	Twin Cedars, Inc.; Freightliner of Hartford; and RJ's Diesel Repair, Inc	Truck/Heavy Equipment Service	These companies are specialized in heavy equipment repairs and familiar with the town's equipment	Yes	N/A
Town Clerk	New Vision (Catalis) and Adkins Printing	Land Record Indexing / Election Supplies	The Town has a contract with both vendors for these state mandated services.	Yes	N/A



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2267 Agenda Date: 8/6/2025 Agenda #: 4.

FINANCIAL BUSINESS REQUEST (FBR)

Motion/Request:

MOTION to appropriate \$10,000 to Account #21020301-57300-G0015 (Fire Marshall - New Equipment - State Grant).

In addition, authorize the expenditure of up to \$10,000 to complete the upgrade to the Emergency Operations Center (EOC) for Emergency Management.

The funding source for this project is the Town of Ledyard's FY 2026 Nuclear Safety Emergency Program Funding Allocation.

Background:

See attached the following supporting documentation provided by James Mann, Emergency Management Director:

- Connecticut Division of Emergency Management & Homeland Security letter dated July 1, 2025
- Communications Plus, LLC, Cost Proposal dated March 20, 2025

$\label{lem:decommendation: Department Comment Percommendation: } Department Comment Percommendation: $ (A) = (A) + (A)$

(type text here)

Finance Director Comment/Recommendation:

Mayor Comment/Recommendation:

The funds requested (\$10,000) are to complete the upgrade of the EOC communication center for all town services to be compatible with the emergency services switch over to CLMRS (800 Mhz) systems that they in the process of switching over to. All of the requested will be reimbursed through the FY 2026 NSEP grant I received through the Connecticut Department of Homeland Security which has a total of \$16,000 allowable for this line item.



CONNECTICUT DIVISION OF EMERGENCY MANAGEMENT HOMELAND SECURITY



DEPARTMENT OF TALL MEDICAL SERVICE OF THE MEDICAL SERVICES AND APPROPRIATE OF THE SERVICES OF

July 1, 2025

The Honorable Fred Allyn III Mayor Town of Ledyard Town Hall 741 Colonel Ledyard Highway Ledyard, Connecticut 06339

Dear Mayor Allyn:

The Fiscal Year (FY) 2026 Nuclear Safety Emergency Program (NSEP) budget and agreement has been approved by the Secretary of the Office of Policy and Management (OPM). The items requested by the town of Ledyard for your FY 2026 NSEP budget were reviewed and determined to be eligible for funding. With the approval of the budget and agreement by OPM, the town of Ledyard is receiving the following allocations from the Division of Emergency Management and Homeland Security (DEMHS):

Allocation No.	Description	. Amount
2026-50	Exercises and Training	\$ 6,500.00
2026-51	EOC Repairs	<u>\$16,000.00</u>
		Total: \$22,500.00

Please show the assigned allocation numbers on all documentation. These allocations will expire on June 30, 2026. Please follow the reimbursement procedures outlined in Advisory Bulletin 2026-1 (attached via email), including submission of audit quality documentation. All documentation for reimbursement of costs must be submitted by July 15th, 2026. Additionally, the Single Audit Act requires that all grants, federal or state, must be itemized in your audit. As soon as available, a copy of your annual audit documenting Nuclear Safety Emergency Preparedness Fund expenditures must be provided to:

Page 1 of 2



CONNECTICUT DIVISION OF EMERGENCY MANAGEMENT HOMELAND SECURITY



and the

11/13

DEPARTMENT OF AMERICAN SERVICES AND OF MICE STRUCT TON

Ms. Kathleen M. Duffy, FAM 2
Department of Emergency Services and Public Protection, Fiscal Unit
1111 Country Club Road, Middletown, CT 06457

Thank you again for your continued valuable work in support of the Nuclear Safety Emergency Program. Should you need any further assistance in completing this process, please feel free to contact Mike Caplet, DEMHS Region 4 Coordinator via email at: mike.caplet@ct.gov or Darlene Richards, DEMHS Region 4 Secretary at: Darlene.richards@ct.gov.

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300335 S

Will.

Sincerely,

Brenda M. Bergeron Deputy Commissioner

cc:

James Mann, Emergency Management Director Mike Paradis, DEMHS Manager Steven Henrick, REP Supervisor Hopal McKenzie, DESPP Fiscal NSEP File

COMMUNICATIONS PLUS LLC

Telephone: (860) 886-4408 **84 SALEM TURNPIKE** NORWICH, CT 06360

Fax: (860) 889-3016

Total

\$9,855.84

March 20, 2025

Jim Mann Ledyard EOC 737 Colonel Ledyard Hwy Ledyard, CT 06339

re: EOC Upgrade

QTY.	ITEM NO.	DESCRIPTION	PRICE EACH	TOTAL
1	F.01U.411.672	IP-224 Radio Gateway, Controls two radios	\$4,250.00	\$4,250.00
1	F.01U.411.642	IP224 rack mount bracket	\$75.00	\$75.00
2	F.01U.411.775	IP224 Radio cable	\$250.00	\$500.00
2	TM9400K5DA-T	762-870MHz MUHF 35Watts Body ExtAlm Only	\$870.84	\$1,741.68
2	T02-00071-AAAB	Primary Control Head Black	\$201.55	\$403.10
2	T02-00026-2001	Kit Mobile Mount U-Cradle	\$18.76	\$37.52
2	T02-00026-1004	Kit Mobile Cable MUHF 30-50Watts	\$56.30	\$112.60
2	TMAS152	SFE Key - P25 Trunking Services Phase 2. Includes	\$977.87	\$1,955.74
		P25 Trunking Services Phase 1,		
		P25 Trunking Services Phase 2,		
	•	OTAP, and LLA		
2.	TMAS060	SFE Key - Tait Radio API	\$112.60	\$225.20
1 :	SECR2	Rack mount for radios	\$80.00	\$80.00
1	JUMPER	Jumper for combiner	\$35.00	\$35.00
1	SERVICE	laborito install above equipment	\$440.00	\$440.00
		Control Station for DEMHS RGN 4T and PD Ch2-6		
		Will plug into control station combiner.		

Notes:

Thank You Steven G. Goudreau

¹⁾ Terms: 30 days. Invoices not paid in 45 days may be subject to 1 1/2% late fee

²⁾ Quote good for 30 days



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2282 Agenda Date: 8/4/2025 Agenda #: 5.

CONTRACT-LEASE

Motion/Request:

MOTION to recommend Mayor Fred B. Allyn III execute "Standard Fast Track and Study Process Generator Interconnection Agreement" and "Contingent Approval for INT-109249" between The Connecticut Light and Power Company d/b/a Eversource Energy for INT-109249 - Juliet Long School_Ledyard Board of Education.

In addition, authorize payment of \$1972.00 to Eversource Energy for Metter Cost - INT-109249 - Juliet Long Elementary School Ledyard Board of Education - Netting Non-Residential (NRES) - 165.6kW.

Background-Terms:

(type text here)

Department Comment/Recommendation:

(type text here)

Finance Director Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

STANDARD FAST TRACK AND STUDY PROCESS GENERATOR INTERCONNECTION AGREEMENT

This Interconnection Agreement (this "*Agreement*"), dated as of 7/9/2025 (the "*Effective Date*"), is entered into by and between The Connecticut Light and Power Company d/b/a Eversource Energy, a specially chartered Connecticut corporation with a principal place of business at 107 Selden Street, Berlin, CT 06037 (the "*Electric Distribution Company*" or "*EDC*"), and Juliet long elementary School_Ledyard Board of education, with principal offices located at 1854 route 12, gales ferry, CT, 06335 (the "*Generator*"). The EDC and the Generator are collectively referred to herein as the "*Parties*" and individually as a "*Party*." Any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Guidelines for Generator Interconnection attached hereto as <u>Appendix</u> A, as may be amended from time to time (the "*Guidelines*").

1. Basic Understandings.

- 1.1. The Generator owns and/or operates or plans to construct a Generating Facility at **1854 route 12**, **gales ferry, CT, 06335** and **Site ID**, as depicted in Appendix H (the "*Facility*"). A description of the Facility as studied, and incorporating any design changes approved in accordance with Section 1.4, is attached hereto as Appendix B (the "*Facility Description*").
- 1.2. The subject matter of this Agreement pertains to the Interconnection of the Facility to the Electric Power System (the "*EPS*"). This Agreement does not relate to any other obligation of the Generator unrelated to the Interconnection of the Facility. Apart from this Agreement, (a) the Generator is responsible for all arrangements to effect any deliveries of electric energy from the Facility in accordance with the appropriate retail or Federal Energy Regulatory Commission ("*FERC*")-jurisdictional tariffs and (b) the Generator is responsible for arranging for its purchase of retail power (such as back-up or stand-by power).
- 1.3. This Agreement does not cover sales of power, capacity, energy or market products generated from the Facility. If the Generator intends to sell energy or

ancillary services from the Facility, it must provide written notice to the EDC of such intention at least sixty (60) days prior to the effectuation of such sale. Furthermore, the EDC may require the Generator to enter into a new Interconnection agreement prior to such sale which may or may not require approval from FERC.

- 1.4. Any changes to the design of the Facility as it is described and specified in the application submitted by the Generator to the EDC with respect to such Facility (the "*Application*") must be approved by the EDC in writing prior to the implementation of such design changes. Only design changes approved in accordance with this Section 1.4 shall be implemented.
- 1.5. The Generator may not operate the Facility in parallel with the EPS until: (a) the conditions for initial parallel operation of the Facility set forth in Appendix C have been met; (b) commissioning and testing of the Facility has been completed in accordance with the Guidelines and to the satisfaction of the EDC; (c) the Generator has paid the EDC all funds due pursuant to paragraphs 5.3.1 and 5.3.2 of this Agreement; and (d) the EDC has provided formal written authorization in accordance with the Guidelines stating that operation of the Facility in parallel with the EPS is authorized by the EDC (the "*Authorization Date*"). Such written authorization will not be effective unless accompanied by a description of the Facility that incorporates all design changes to the Facility since the Application was submitted to the EDC (and not specified therein), including all design changes made during construction.
- 1.6. The Generator shall obtain each consent, approval, authorization, order or acceptance from FERC necessary for the Generator or any entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Generator (each, an "*Affiliate*") to sell any power, capacity, energy or market products from the Facility into the wholesale power market (collectively, "*Wholesale Sales*") prior to making any such sales. If the Generator intends to make Wholesale Sales, then the Generator shall provide written notice to the EDC at least sixty (60) days prior to making any Wholesale Sales. The Generator shall indemnify, defend and hold harmless the EDC, its trustees, directors, officers, employees, agents and affiliates from any costs, damages, fines or penalties, including reasonable attorneys' fees, directly resulting from the Generator

or its Affiliate's non-compliance with any provision of this Section 1.6; provided, however, that the indemnification obligation shall be subject to the limitation of liability set forth in Section 14.

2. Entire Agreement.

- 2.1. This Agreement, including any attachments or appendices, is entered into pursuant to the Guidelines.
- 2.2. Notwithstanding any provision of the relevant Public Utilities Regulatory Authority ("*PURA*") approved EDC Tariffs (the "*Tariffs*"), Guidelines or appendices to the contrary, this Agreement, the appendices thereto, and the relevant *Tariffs*) represent the entire understanding between the Parties as to the subject matter of this Agreement.
- 2.3. Each Party hereby represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement, the Tariffs, Terms and Conditions, or the Guidelines.
- 2.4. In the event of a conflict between this Agreement, the Guidelines and/or the Tariffs, Terms and Conditions, the Tariffs, shall take first precedent, followed by the Terms and Conditions, followed by the Guidelines, and lastly this Agreement.

3. <u>Term</u>.

3.1. This Agreement is effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4.

4. <u>Termination</u>.

- 4.1. This Agreement may be terminated under the following conditions:
 - 4.1.1. The Parties may mutually terminate this Agreement at any time upon the execution of an agreement to terminate this Agreement.
 - 4.1.2. The Generator may terminate this Agreement at any time by providing

- sixty (60) days written notice to the EDC.
- 4.1.3. Each Party may terminate this Agreement immediately upon the occurrence of an Event of Default (as such term is defined in Section 20.1) by one of the other Parties, subject to the notice requirement set forth in Section 20.2(c).
- 4.1.4. The EDC may terminate this Agreement if the Generator: (a) operates the Facility in parallel with the EPS prior to the Authorization Date; (b) fails within six months of testing to receive authorization from the EDC to operate in parallel with the EPS; (c) does not construct the Facility in accordance with the Facility Description; (d) modifies the Facility without the written approval of the EDC; (e) fails to energize the Facility within twelve months of the Authorization Date; or (f) permanently abandons the Facility. For the purposes of this Agreement, the Generator's failure to operate the Facility for any consecutive twelve month period after the Authorization Date shall be deemed a permanent abandonment.
- 4.1.5. The EDC may terminate this Agreement if the Generator fails to correct an Emergency Condition (as such term is defined in Section 7.1.1) or a Non-Emergency Adverse Operating Effect (as such term is defined in Section 7.1.4) within ninety (90) days from the date on which the EDC disconnected the Facility due to such event.
- 4.2. <u>Survival of Obligations</u>. The termination of this Agreement shall not relieve any Party of its liabilities and obligations, owed or continuing at the time of termination
- 4.3. <u>Related Agreements</u>. Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.
- 5. <u>General Payment Terms</u>.
 - 5.1. <u>Interconnection Costs</u>. The Generator is responsible for paying all costs

associated with Interconnection of the Facility, including (a) testing costs, (b) costs associated with installing, testing and maintaining the communications infrastructure necessary to provide protection and/or monitoring of the Generating Facility (collectively, the "*Communications Costs*"), (c) construction, modification or upgrade costs necessary to accommodate the Interconnection (collectively, the "*Construction Costs*"), and (d) any ongoing maintenance costs and other charges deemed necessary by the EDC to maintain the Interconnection (all such costs described in this sentence, the "*Interconnection Costs*"). The EDC shall notify the Generator in the event the Construction Costs exceed 110% of the estimate of such costs provided by the EDC to the Generator in the Construction Agreement (as such term is defined below), facility study report or other written understanding of the Parties.

- 5.2. <u>Initial Cost Estimate</u>. Attached hereto as <u>Appendix D</u> is a good-faith estimate of the initial Interconnection Costs (the "*Initial Cost Estimate*").
- 5.3. Billing and Payment Procedures for Initial Interconnection Costs.
 - 5.3.1. The Generator shall pay the EDC the amount set forth in the Initial Cost Estimate (the "*Initial Payment*") within thirty (30) days of the Effective Date.
 - 5.3.2. Within thirty (30) days following the date on which the Facility is first connected to the EPS (the "Initial Interconnection"), the EDC shall provide the Generator with a final accounting report detailing any Underpayment (as such term is defined below) or Overpayment (as such term is defined below) made by the Generator with respect to the Initial Payment. To the extent that the actual Interconnection Costs accrued up to the date of the Initial Interconnection exceed the Initial Payment (an "Underpayment"), the EDC shall invoice the Generator for an amount equal to the Underpayment and the Generator shall pay such amount to the EDC within thirty (30) days of such invoice. To the extent that the Initial Payment exceeds the actual Interconnection Costs accrued up to the date of the Initial Interconnection (an "Overpayment"), the EDC shall refund to the Generator an amount equal to the Overpayment within thirty (30) days of the provision of such final

accounting report.

- 5.4. <u>Billing and Payment Procedures for Ongoing Interconnection Costs.</u> All Interconnection Costs incurred following the Initial Interconnection shall hereinafter be referred to as the "*Ongoing Costs*," and shall include maintenance, testing and Communications Costs, as well as any Construction Costs not included in either (a) the Construction Agreement by and between the Generator and the Company, dated as of [N/A], a copy of which is attached hereto as <u>Appendix E</u> (the "*Construction Agreement*"), or (b) the Initial Cost Estimate. The EDC shall invoice the Generator for all Ongoing Costs as such costs are incurred, and the Generator shall pay each such invoice within thirty (30) days of receipt, or as otherwise agreed to by the Generator and the EDC.
- 5.5. Milestones. The Generator and the EDC shall agree on milestones for which each is responsible and list them in Appendix F of this Agreement. The Generator and the EDC's obligations under this provision may be extended by written agreement. If either the Generator or the EDC anticipates that it will be unable to meet a milestone for any reason other than a Force Majeure Event (as such term is defined in Section 18.1), it shall immediately notify the other of the reason(s) for not meeting the milestone and (a) propose the earliest reasonable alternate date by which it can attain this and future milestones, and (b) requesting appropriate amendments to Appendix F. If either the Generator or the EDC is affected by the failure to meet a milestone, it shall not unreasonably withhold agreement to such an amendment unless (i) it will suffer significant uncompensated economic or operational harm from the delay, (ii) attainment of the same milestone has previously been delayed, or (iii) it has reason to believe that the delay in meeting the milestone is intentional or unwarranted notwithstanding the circumstances explained by the proponent of the amendment.
- 5.6. <u>Distribution Upgrades</u>. The EDC shall design, procure, construct, install, and own the upgrades described in <u>Appendix G</u> of this Agreement (the "*Upgrades*"). If the EDC and the Generator agree in writing, the Generator may construct Upgrades that are located on land owned by the Generator. The actual cost of the Upgrades, including overheads, shall be directly assigned to the Generator. The Generator shall

be responsible for its share of all reasonable expenses, associated with operating, maintaining, repairing, and replacing such Upgrades, except to the extent that a retail tariff of, or an agreement with, the EDC provides otherwise.

5.7. <u>Taxes</u>. The Parties shall comply with all applicable federal and state tax laws.

6. Operating Requirements.

6.1. General Operating Requirements. The Generator shall construct, interconnect, operate, and maintain the Facility and all accompanying and necessary facilities in accordance with (a) all applicable laws and requirements, Good Utility Practice, the Guidelines, Tariffs, and the Terms and Conditions; (b) applicable specifications that meet or exceed those provided by the National Electrical Safety Code, the American National Standards Institute, IEEE, Underwriter's Laboratory and ISO-NE operating requirements in effect at the time of construction and other applicable national and state codes and standards. Following the initial Interconnection of the Facility, the Generator shall comply with all special operating requirements set forth in Appendix C. In the event that the EDC believes that the cause of any problem to the EPS originates from the Facility, the EDC has the right to install monitoring equipment at a mutually agreed upon location to determine the exact cause of the problem. The cost of such monitoring equipment shall be borne by the EDC, unless such problem or problems are demonstrated to be caused by the Facility in which case the costs of the monitoring equipment shall be borne by the Generator, or if the test was performed at the request of the Generator in which case the costs of the monitoring equipment shall be borne by the Generator. If the operation of the Facility interferes with the EDC's or its customers' operations (including that of the Generator), the Generator must immediately take corrective action to stop such interference and shall not operate the Facility until such time as such interference is stopped. If the Generator fails to take immediate corrective action pursuant to the preceding sentence, then the EDC may disconnect the Facility as set forth in the Guidelines.

6.2. No Adverse Effects; Non-interference.

6.2.1. The EDC shall notify the Generator if the EDC has evidence that the INT-109249 - Juliet long elementary School_Ledyard Board of education 7

operation of the Facility could cause disruption or deterioration of service to other customers served from the EPS or if operation of the Facility could cause damage to the EPS or other affected systems. (For example, deterioration of service could be caused by, among other things, harmonic injection in excess of IEEE STD 519, as well as voltage fluctuations caused by large step changes in loading at the Facility.) The Generator shall cease operation of the Facility until such time as the Facility can operate without causing disruption or deterioration of service to other customers served from the EPS or causing damage to the EPS or other affected systems. Each Party shall promptly notify the other Party in writing of any condition or occurrence relating to such Party's equipment or facilities which, in such Party's equipment or facilities.

6.2.2. The EDC shall operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Generator shall protect itself from normal disturbances propagating through the EPS in accordance with Good Utility Practice. Examples of such disturbances include single-phasing events, voltage sags from remote faults on the EPS, and outages on the EPS. The Generator shall protect itself from normal disturbances propagating through the EPS in accordance with applicable law and tariff requirements.

6.3. Safe Operations and Maintenance.

6.3.1. <u>General</u>. The Generator shall operate, maintain, repair, and inspect, and shall be fully responsible for, the Facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its respective lines and appurtenances on such Party's respective side of the Point of Interconnection. The EDC and the Generator shall each provide equipment on its respective side of the Point of Interconnection that adequately protects the EPS, personnel, and other persons from damage and injury.

6.3.2. Ongoing Maintenance; Testing of the Facility. The Parties hereby acknowledge and agree that maintenance testing of the Facility's protective relaying is imperative for safe, reliable operation of the Facility. The test cycle for such protective relaying shall not be less frequent than once every sixty (60) calendar months or the manufacturer's recommended test cycle, whichever is more frequent. The Generator shall provide copies of these test records to the EDC within thirty (30) days of the completion of such maintenance testing. The EDC may disconnect the Facility from the EPS if the Generator fails to adhere to this Section 6.3.2. The Generator is responsible for all ongoing maintenance reporting, compliance and costs associated with the Facility.

6.4. Access.

- 6.4.1. <u>Emergency Contact Information</u>. Each Party shall provide to the other Parties and shall update as necessary a telephone number that can be used at all times to allow the other Parties to report an emergency.
- 6.4.2. EDC Right to Access EDC-Owned Facilities and Equipment. The Generator shall allow the EDC access to the EDC's equipment and the EDC's facilities located on the Facility's premises (the "*EDC Property*"). To the extent that the Generator does not own all or part of the real property on which the EDC is required to locate EDC Property in order to serve the Facility, the Generator shall procure and provide to the EDC all necessary rights, including easements, for access to the EDC Property.
- 6.4.3. <u>Isolation Device</u>. The EDC shall have access to the Isolation Device of the Facility at all times. Generator is responsible for obtaining any and all property rights, including easements, which will permit the EDC access to such Isolation Device.
- 6.4.4. <u>Right to Review Information</u>. The EDC shall have the right to review and obtain copies of the Generator's operations and maintenance records, logs, or other information such as unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual

events pertaining to the Facility or its Interconnection with the EPS. The EDC shall treat such information as confidential and shall use such information solely for the purposes of determining compliance with the operating requirements set forth in this Section 6.

7. Disconnection.

7.1. Temporary Disconnection.

7.1.1. Emergency Conditions. The EDC may immediately and temporarily disconnect the Facility from the EPS without prior notification in cases where, in the reasonable judgment of the EDC, the continued connection of the Facility is imminently likely to (a) endanger persons or damage property or (b) cause an adverse effect on the integrity or security of, or damage to, the EPS or to other electric power systems to which the EPS is directly connected (each, an "*Emergency Condition*"). Upon becoming aware of an Emergency Condition, the Generator is solely responsible to (i) immediately suspend operation of the Facility and (ii) promptly provide written notice to the EDC of such Emergency Condition and suspension (an "Emergency Condition *Notice*"). The Emergency Condition Notice shall describe (A) such Emergency Condition, (B) the extent of any damage or deficiency, (C) the expected effect on the operation of each Party's facilities and operations, (D) the anticipated duration of such Emergency Condition and (E) the necessary corrective action. After temporary disconnection or suspension pursuant to this Section 7.1.1, the Facility may not be reconnected or resume operation until the EDC and Generator are both satisfied that the cause of such Emergency Condition has been corrected. If the Generator fails to correct the Emergency Condition within ninety (90) days from the time that the EDC has temporarily disconnected the Facility due to such an event, the EDC may elect to terminate this Agreement in accordance with Section 4.1.5 and/or permanently disconnect the Facility in accordance with Section 7.2.2. or Generator except to the degree otherwise (x) required by the terms of this Agreement or (y) required by applicable law, regulation, or tariffs.

- 7.1.2. Routine Maintenance, Construction and Repair. The EDC shall have the right to disconnect the Facility from the EPS when necessary for routine maintenance, construction and repairs to the EPS. The EDC shall provide the Generator with a minimum of seven (7) days prior written notice of such disconnection, consistent with the EDC's planned outage notification protocols. If the Generator requests disconnection by the EDC at the Point of Common Interconnection, the Generator will provide a minimum of seven (7) days prior written notice to the EDC. The EDC shall make reasonable efforts to work with Generator to schedule a mutually convenient time or times to temporarily disconnect the Facility pursuant to this Section 7.1.
- 7.1.3. <u>Forced Outages</u>. During any forced outage, the EDC shall have the right to temporarily disconnect the Facility from the EPS in order to effect immediate repairs to the EPS. The EDC shall use reasonable efforts to provide the Generator with prior notice of such temporarily disconnection; <u>provided</u>, <u>however</u>, the EDC may temporarily disconnect the Facility from the EPS without such notice pursuant to this Section 7.1 in the event circumstances do not permit such prior notice to the Generator.
- 7.1.4. Non-Emergency Adverse Operating Effects. The EDC may temporarily disconnect the Facility if it is having a non-emergency adverse operating effect on the EPS or on other customers (a "*Non-Emergency Adverse Operating Effect*") and the Generator fails to correct such Non-Emergency Adverse Operating Effect within forty-five (45) days of the EDC's written notice to the Generator requesting correction of such Non-Emergency Adverse Operating Effect. If the Generator fails to correct a Non-Emergency Adverse Operating Effect within ninety (90) days from the time that the EDC has temporarily disconnected the Facility due to such an event, the EDC may elect to terminate this Agreement in accordance with Section 4.1.5 and/or permanently disconnect the Facility in accordance with Section 7.2.2.
- 7.1.5. <u>Modification of the Facility</u>. The EDC has the right to immediately suspend Interconnection service and temporarily disconnect the Facility in the event any material modification to the Facility or the Generator's

Interconnection facilities has been implemented without prior written authorization from the EDC.

7.1.6. <u>Re-connection</u>. Any temporary disconnection pursuant this Section 7.1 shall continue only for so long as is reasonably necessary. The Generator and the EDC shall cooperate with each other to restore the Facility and the EPS, respectively, to their normal operating states as soon as reasonably practicable following the correction of the event that led to the temporary disconnection.

7.2. Permanent Disconnection.

- 7.2.1. The Generator may permanently disconnect the Facility at any time upon thirty (30) days prior written notice to the EDC.
- 7.2.2. The EDC may permanently disconnect the Facility upon termination of this Agreement in accordance with Section 4.
- 7.2.3. The EDC may permanently disconnect the Facility in the event the Generator is unable to correct an Emergency Condition or a Non-Emergency Adverse Operating Effect in accordance with Section 7.1.1 or Section 7.1.4, respectively.

8. Metering.

8.1. Metering of the output from the Facility shall be conducted pursuant to the terms of the Guidelines.

9. <u>Assignments</u>.

9.1. Except as provided herein, the Generator shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without the EDC's prior written consent, which consent shall not be unreasonably withheld or delayed. Any assignment the Generator purports to make without the EDC's prior written consent shall not be valid. Notwithstanding the foregoing, the EDC's consent shall not be required for any assignment made by the Generator to an Affiliate with an equal or

greater credit rating and with the legal authority and operational ability to satisfy the obligations of the Generator under this Agreement; provided that the Generator promptly notifies the EDC of any such assignment. In all events, the Generator shall not be relieved of its obligations under this Agreement unless, and until, the permitted assignee assumes in writing all obligations of this Agreement and notifies the EDC of such assumption.

10. Confidentiality.

10.1. The EDC shall maintain the confidentiality of information provided from the Generator the EDC if such information is clearly marked and labeled "Confidential" (the "Confidential Information") or which, under the circumstances of disclosure, should reasonably be considered as confidential or proprietary. Confidential Information shall not include information that (a) is or hereafter becomes part of the public domain other than through a breach of this Agreement, (b) previously was in the possession of the EDC as demonstrated by written records, or (c) the EDC is required to disclose pursuant to a valid order of a court or other governmental body or any political subdivision thereof; provided, however, that to the extent that it may lawfully do so, the EDC shall first have given notice to the Generator and given the Generator a reasonable opportunity to interpose an objection or obtain a protective order requiring that the Confidential Information and/or documents so disclosed be used only for the purpose for which the order was issued; provided further that if such Confidential Information is requested or required by the DPUC, the EDC shall seek protective treatment of such Confidential Information.

11. Insurance Requirements.

- 11.1. <u>General Liability</u>. In connection with the Generator's performance of its duties and obligations under this Agreement, the Generator shall maintain, during the term of this Agreement, general liability insurance with a combined single limit of not less than:
 - 11.1.1.Three hundred thousand dollars (\$300,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is less than or equal to an aggregate of 100

kW;

- 11.1.2.One million dollars (\$1,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is greater than 100 kW and less than or equal to an aggregate of 1MW;
- 11.1.3.Two million dollars (\$2,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is greater than 1MW and less than or equal to an aggregate of 5MW; or
- 11.1.4. Five million dollars (\$5,000,000) per occurrence and in the aggregate for bodily injury and/or property damage claims where the gross nameplate rating of the Facility is greater than 5MW and less than or equal to an aggregate of 20MW.
- 11.2. <u>Insurer Requirements and Endorsements</u>. All insurance required pursuant to this Section 11 shall be carried by insurers qualified to underwrite insurance in Connecticut with an A.M. Best rating of A- or better. In addition, all insurance shall: (a) include the EDC and the Generator as an additional insured; (b) contain a severability of interest clause or cross-liability clause unless the Generator is a residential customer; (c) provide that the EDC shall not be liable to the insurance carrier with respect to the payment of premium for such insurance; and (d) provide for written notice to the EDC thirty (30) days prior to cancellation, termination, or material change of such insurance.

11.3. Evidence of Insurance.

- 11.3.1.Evidence of the insurance required pursuant to this Section 11 shall state that the coverage provided is primary, and is not excess of or contributing with any insurance or self-insurance maintained by the EDC.
- 11.3.2. The Generator is responsible for providing the EDC with evidence of insurance on an annual basis as set forth in the Guidelines.

11.3.3. Prior to the EDC commencing any work on system modifications, the Generator shall have its insurer provide to the EDC certificates of insurance evidencing the insurance coverage required pursuant to this Section 11. Such certificates shall clearly indicate whether such insurance policy is written on a "claims-made" basis.

11.3.4. The EDC may, at its discretion, require the Generator to maintain tail coverage with respect to any policy written on a "claims-made" basis for a period of three years after expiration or termination of such policy.

11.3.5.All insurance certificates, statements of self-insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the appropriate EDC Facilitator.

12. Performance Assurance.

12.1. If the EDC reasonably expects that any Interconnection Costs necessary to accommodate the Facility will be in excess of fifty thousand dollars (\$50,000) in the aggregate in any calendar year, the EDC may require that the Generator provide to the EDC a guarantee, a surety bond, letter of credit or other form of security that is reasonably acceptable to the EDC at least twenty (20) Business Days prior to the commencement of the related work. Such security for payment shall be in an amount sufficient to cover such Interconnection Costs. In addition:

12.1.1.Any guarantee provided by the Generator pursuant to this Section 12 shall be made by an entity that meets the creditworthiness requirements of the EDC, and contain terms and conditions that guarantee payment of any amount that may be due from the Generator, up to an agreed-to maximum amount; and

12.1.2. Any letter of credit or surety bond provided by the Generator pursuant to this Section 12 shall be issued by a financial institution or insurer reasonably acceptable to the EDC and must specify an expiration date reasonably acceptable to the EDC.

13. Indemnification.

- 13.1. <u>Indemnification of the Generator by the EDC</u>. Subject to the limitation of liability set forth in Section 14, the EDC agrees to indemnify, defend and hold harmless the Generator and their respective trustees, directors, officers, employees and agents (including Affiliates, contractors and their employees), from and against any and all Losses for personal injury (including death) or property damage to unaffiliated third parties relating to, arising from or connected to any failure by the EDC to perform its obligations under this Agreement.
- 13.2. Indemnification of the EDC by the Generator. Notwithstanding any provision of the Tariffs, Guidelines or appendices to the contrary, the Generator's only indemnification obligations are those set forth in this section 13.3. The Generator is an instrumentality of the State of Connecticut and, as such, has sovereign immunity status, except to the extent such status is expressly waived by legislation enacted by the General Assembly of the State of Connecticut. Subject to the limitation of liability set forth in Section 14, and in recognition of the Generator's status, the Parties agree that: (a) with respect to any claims for which the Generator's sovereign immunity status has been waived by legislation enacted by the General Assembly (including but not limited to motor vehicle liabilities), the EDC, the Generator and their respective trustees, directors, officers, employees and agents (including affiliates, contractors and their employees) shall be indemnified and held harmless by the Generator from and against any and all Losses for personal injury (including death) or property damage to unaffiliated third parties relating to, arising from or connected to any failure by the Generator to perform its obligations under this Agreement, except in cases of gross negligence or intentional wrongdoing by an indemnified Party, and the indemnified Party or Parties, to the extent permitted by the legislation enacted by the Connecticut General Assembly waiving sovereign immunity, shall have a right to (i) bring a civil action in the state courts of Connecticut against the Generator to enforce such indemnification obligation or (ii) pursue such other remedies against the Generator or the State of Connecticut as may be authorized by legislation; and (b) with respect to any claim for which the Generator is entitled to assert a defense of sovereign immunity, Generator hereby

nonetheless agrees to assume contractual liability under this Agreement for any such claims resulting from acts or omissions of the Generator, its employees, agents or servants. Any claim described in the preceding subpart (b) that another Party has against the Generator shall be filed with the Claims Commissioner pursuant to Chapter 53 of the Connecticut General Statutes (as such chapter may be amended, supplemented, or superseded from time to time).

13.3. <u>Survival of Indemnification</u>. The indemnification obligations of the EDC and the Generator set forth in this Section shall continue in full force and effect regardless of whether this Agreement has expired or been terminated, defaulted or cancelled and shall not be limited in any way by any limitation on insurance.

14. Limitation of Liability.

14.1. Except with respect to a Party's fraud or willful misconduct, and except with respect to damages sought by a third party in connection with a third party claim: (a) no Party shall be liable to the other Parties, for any damages other than direct damages; and (b) each Party agrees that it is not entitled to recover and agrees to waive any claim with respect to, and will not seek, consequential, punitive or any other special damages as to any matter under, relating to, arising from or connected to this Agreement.

15. Amendments and Modifications.

15.1. No amendment or modification of this Agreement shall be binding unless in writing and duly executed by each Party.

16. Permits and Approvals.

16.1. The Generator is responsible for obtaining all environmental and other permits required by governmental authorities for the construction and operation of the Facility (each, a "*Required Permit*"). The EDC assumes no responsibility for obtaining any Required Permit, advising the Generator with respect to Required Permits, or assuring that all Required Permits have been obtained by the Generator. Upon written request of the EDC, the Generator shall promptly provide to the EDC a

copy of any Required Permit.

17. Environmental Releases.

17.1. Each Party shall immediately notify the other Parties, first orally and then in writing, of any of the following events related to the Facility upon becoming aware of such event: (a) the release of any hazardous substances; (b) any asbestos or lead abatement activities; or (c) any type of remediation activities. The Party having the responsibility for reporting such an event to appropriate governmental authorities shall promptly furnish to the other Parties copies of any publicly available reports filed with such authorities.

18. <u>Force Majeure</u>.

- 18.1. For purposes of this Agreement, "*Force Majeure Event*' means any event or circumstance that (a) is beyond the reasonable control of the affected Party and (b) the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts. Force Majeure Events include the following events or circumstances, but only to the extent they satisfy the foregoing requirements: (i) acts of war or terrorism, public disorder, insurrection, or rebellion; (ii) floods, hurricanes, earthquakes, lighting, storms, and other natural calamities; (iii) explosions or fire; (iv) strikes, work stoppages, or labor disputes; (v) embargoes; and (vi) sabotage. In no event shall the lack of funds or the inability to obtain funds constitute a Force Majeure Event.
- 18.2. Notwithstanding any other provision of this Agreement, a Party shall not be considered to be in Default with respect to any obligation hereunder, if prevented from fulfilling its obligation by a Force Majeure Event. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Parties in writing, and will keep the other Parties informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party shall specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party may suspend or modify its performance of obligations under this Agreement, other than

the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of commercially reasonable efforts. The affected Party shall use commercially reasonable efforts to resume its performance as soon as possible. Without limiting this Section 18, the Generator shall immediately notify the EDC verbally if the failure to fulfill the Generator's obligations under this Agreement may impact the safety or reliability of the EPS.

19. Notices.

19.1. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given: (a) immediately when personally delivered; (b) when received by first class mail, return receipt requested; (c) one day after being sent for overnight delivery by Federal Express or other overnight delivery service; or (d) when receipt is acknowledged, either electronically or otherwise, if sent by facsimile, telecopy or other electronic transmission device. Notices, demands and communications to the other Parties shall, unless another address is specified by such Parties in writing, be sent to the addresses indicated below:

If to the EDC:

The Connecticut Light and Power Company d/b/a Eversource Energy

107 Selden Street, Berlin, CT 06037

Attention: Supervisor, Distributed Resources

Phone: 866-324-2437 Fax: 860-665-6272

If to the Generator:

Juliet long elementary School_Ledyard Board of education

1854 route 12, gales ferry, CT, 06335

Att: Wayne Donaldson Phone: 203-627-3817

19.2. Each Party may designate operating representatives to conduct daily communications between the Parties, which may be necessary or convenient for the

administration of this Agreement. The names, addresses, and phone numbers of each Party's representatives shall be provided in writing by such Party to the other Parties.

20. Default and Remedies.

20.1. Defaults. Each of the following shall constitute an "Event of Default,"

20.1.1.A Party fails to pay any bill or invoice for charges incurred pursuant to this Agreement or any other amount due from such Party to the other Parties as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party; provided, however, if such Party disputes such bill, invoice or other amount due in good faith, then such failure to pay shall not constitute an Event of Default and the Parties shall resolve such dispute in accordance with Section 21:

20.1.2.A Party (a) fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and (b) fails to cure or remedy such failure or breach within sixty (60) days after notice and written demand by any other Party to cure the same or such longer period reasonably required to cure the same (not to exceed an additional ninety (90) days unless otherwise mutually agreed upon, provided that the failing or breaching Party diligently continues to cure until such failure or breach is fully cured). This provision pertains only to cure periods not specifically addressed elsewhere in this Agreement;

20.1.3. The Facility or any part of the Interconnection is modified without the prior written approval of the EDC; or

20.1.4.A Party fails to perform any obligation hereunder in accordance with (a) applicable laws and regulations, (b) the ISO-NE operating documents, procedures, and reliability standards to the extent applicable to that Party, and (c) as to Facility, EDC and Generator Good Utility Practice.

20.2. <u>Remedies</u>. Upon the occurrence of an Event of Default, the non-defaulting Party may, at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following: (a) continue to perform and enforce this Agreement; (b) recover damages from the defaulting Party except as limited by this Agreement; (c) by written notice to the defaulting Party terminate this Agreement; or (d) pursue any other remedies it may have under this Agreement or under applicable law or in equity.

21. Dispute Resolution Procedures.

21.1. Notwithstanding any provisions of the Tariffs, Guidelines or appendices to the contrary, Generator does not agree to any dispute resolution procedures or requirements other than non-binding dispute resolution. Each Party shall agree to attempt to resolve all disputes promptly, equitably and in good faith. If the Parties are unable to informally resolve any dispute, the Parties shall attempt to resolve such dispute through non-binding mediation.

22. Subcontractors.

- 22.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor as it deems appropriate to perform its obligations under this Agreement; provided, however, that the hiring Party shall require such subcontractor to comply with all applicable terms and conditions of this Agreement in providing such subcontracting services and the hiring Party shall remain primarily liable to the other Parties for the performance of such subcontractor.
- 22.2. The creation of any subcontract relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Parties for the acts or omissions of any subcontractor hired by the hiring Party to perform its obligations under this Agreement. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor of such Party.
- 22.3. The obligations under this Section 22 will not be limited in any way by any

limitation of subcontractor's insurance.

23. Miscellaneous.

- 23.1. <u>Governing Law</u>. This Agreement and the legal relations between the Parties will be governed by and construed in accordance with the laws of the State of Connecticut applicable to contracts made and performed in such State and without regard to conflicts of law doctrines.
- 23.2. <u>Non-waiver</u>. No failure on the part of any Party to exercise or delay in exercising any right hereunder shall be deemed a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any further or other exercise of such or any other right.
- 23.3. <u>No Third Party Beneficiaries</u>. This Agreement is made solely for the benefit of the Parties. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to or otherwise bound by this Agreement.
- 23.4. <u>Severability</u>. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be adjusted rather than voided, if possible, to achieve the intent of the Parties. If no such adjustment is possible, such provision shall be fully severable and severed, and all other provisions of this Agreement will be deemed valid and enforceable to the extent possible.
- 23.5. <u>No Partnership</u>. Nothing in this Agreement shall constitute or be construed to be or create an association, joint venture, agency relationship, or partnership between the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Parties.
- 23.6. <u>Headings</u>. All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, will not be deemed a part of this Agreement, and will not affect the

meaning or interpretation of this Agreement.

- 23.7. <u>Changes in State Regulations or Law</u>. Upon thirty (30) days prior written notice, EDC or Generator may terminate this Agreement if there are any changes in DPUC regulations or Connecticut law that affects the EDC's ability to perform its obligations under this Agreement.
- 23.8. General Rules of Construction. For all purposes of this Agreement: (a) all terms defined herein or in the Guidelines shall have the meanings assigned to them herein or in the Guidelines, as the case may be, and shall include the plural as well as the singular; (b) all references in this Agreement to designated "Sections" and other subdivisions are to the designated Sections and other subdivisions of the body of this Agreement; (c) pronouns of either gender or neuter will include, as appropriate, the other pronoun forms; (d) the words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; (e) "or" is not exclusive; (f) "including" and "includes" will be deemed to be followed by "but not limited to" and "but is not limited to," respectively; (g) any definition of or reference to any law, agreement, instrument or other document herein will be construed as referring to such law, agreement, instrument or other document as from time to time amended, supplemented or otherwise modified; (h) any definition of or reference to any law or statute will be construed as referring also to any rules and regulations promulgated thereunder; and (i) as used herein, "days" shall mean "calendar days."
- 23.9. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all counterparts so executed shall constitute one agreement binding on all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the same counterpart. Facsimile counterparts may be delivered by any Party, with the intention that they shall have the same effect as an original counterpart hereof.
- 23.10. <u>Signatures</u>. Each Party hereby signifies its agreement to all of the terms of this Agreement by its signatures hereto. Each Party represents that it has carefully reviewed this Agreement individually and with counsel and that it has knowingly and

willingly executed this Agreement.

- 23.11. <u>Nondiscrimination</u>. References in this section to "Contract" or "contract" shall mean this Agreement and references to "Contractor" shall mean and include the Generator and EDC.
 - (a) For purposes of this Section, the following terms are defined as follows:
 - (1) "Commission" means the Commission on Human Rights and Opportunities:
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 - (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is 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.
 - (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 - (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 - (7) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
 - (8) "mental disability" means one or more mental disorders, as defined in

- the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of C.G.S. § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(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, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the

laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with jobrelated 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, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. § § 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § § 46a-56, 46a-68e, 46a-68f and 46a-86; 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 C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency 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 in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, 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 C.G.S. § 46a-56, as amended; 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 regarding a State contract, 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 C.G.S. § 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 C.G.S. § 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 C.G.S. § 46a-56 as amended; 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 regarding a State contract, 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.
- 23.12. <u>Executive Orders</u>. References in this section to "Contract" shall mean this Agreement and references to "Contractor" shall mean and include the Generator and EDC.

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 the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Generator shall provide a copy of these orders to the Contractor.

23.13. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

23.14. Campaign Contribution Restrictions.

For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by P.A. 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Notice below.

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes § 9-

612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

The State shall not award any other state contract to anyone found in violation of INT-109249 - Juliet long elementary School_Ledyard Board of education 31

the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

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

DEFINITIONS

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

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

unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

Defense.

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

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

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

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

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to

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

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

[REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY] [SIGNATURE PAGE FOLLOWS]

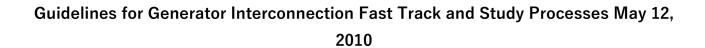
IN WITNESS HEREOF, the Parties have caused this INTERCONNECTION AGREEMENT to be executed on the day and year first written above.

Ву:
Name:
Title:
Duly Authorized
THE GENERATOR Statutory Authority Conn. Gen. Stat. Sections 10a-6, 4a-52a, 10a-151b
Ву:
Name:
Title:

THE EDC

Duly Authorized

Appendix A



(Intentionally omitted)

Appendix B

Description of the Facility as studied, and incorporating any approved design changes

PROJECT NUMBER: INT-109249, NRES NETTING, 165.6kW PV

SERVICE UPGRADE : MAXIMO WORK ORDER NUMBER: #17885214, SERVICE UPGRADE NEW 1200 AMP SWITCHGEAR, TRANSFORMER IS BEING UPGRADED TO 500 KVA TRANSFORMER, PAD #239

PROJECT NAME, ADDRESS: : EDUCATION, 1854 ROUTE 12 GALES FERRY CT 06335

INTERCOENCTION POINT: 600 AMP BREAKER LOCATED OUTSIDE AND BEHIND THE UTILITY METERING TRANSFORMER COMPARTMENT

KW, VOLTS, AMPS: 165.6kW & 208 VOLT = 460.783 amps

NRES PRODUCTION METER SOCKET: 13 TERMINAL SOCKET WITH TEST SWITCH, PLEASE reference (2024 APPROVED EQUIPMENT LIST FOR CONNECTICUT) FOR APPROVED SOCKET AND SUBMIT BEFORE PURCHASING

NRES PRODUCTION METER UTILITY METERING TRANSFROMER COMPARTMENT: PLEASE REFERNECE (2024 APPROVED EQUIPMENT LIST FOR CONNECTICUT) FOR APPROVED ENCLOSURES, AND SUBMIT BEFORE PURCHASING

PRODUCTION METER FORM TYPE: 9S, THREE PHASE, 4 WIRE, 120 / 208 Volt. CLASS 20

3 CURRENT TRANSFORMERS: 600:5

READING CONSTANT: 120

UTILITY EQUIPMENT: THE REVENUE METER, NRES PRODUCITON METER, AND UTILITY DISOCNNECT SWITCH ARE ALL REQURIED TO BE GROUPED OUTSIDE ON THE GROUND LEVEL.

Appendix C

Conditions for Parallel Operation of Generating Facility, Special Operating Requirements

See Appendix

Appendix D

Initial Cost Estimate

None required

Appendix E

Construction Agreement

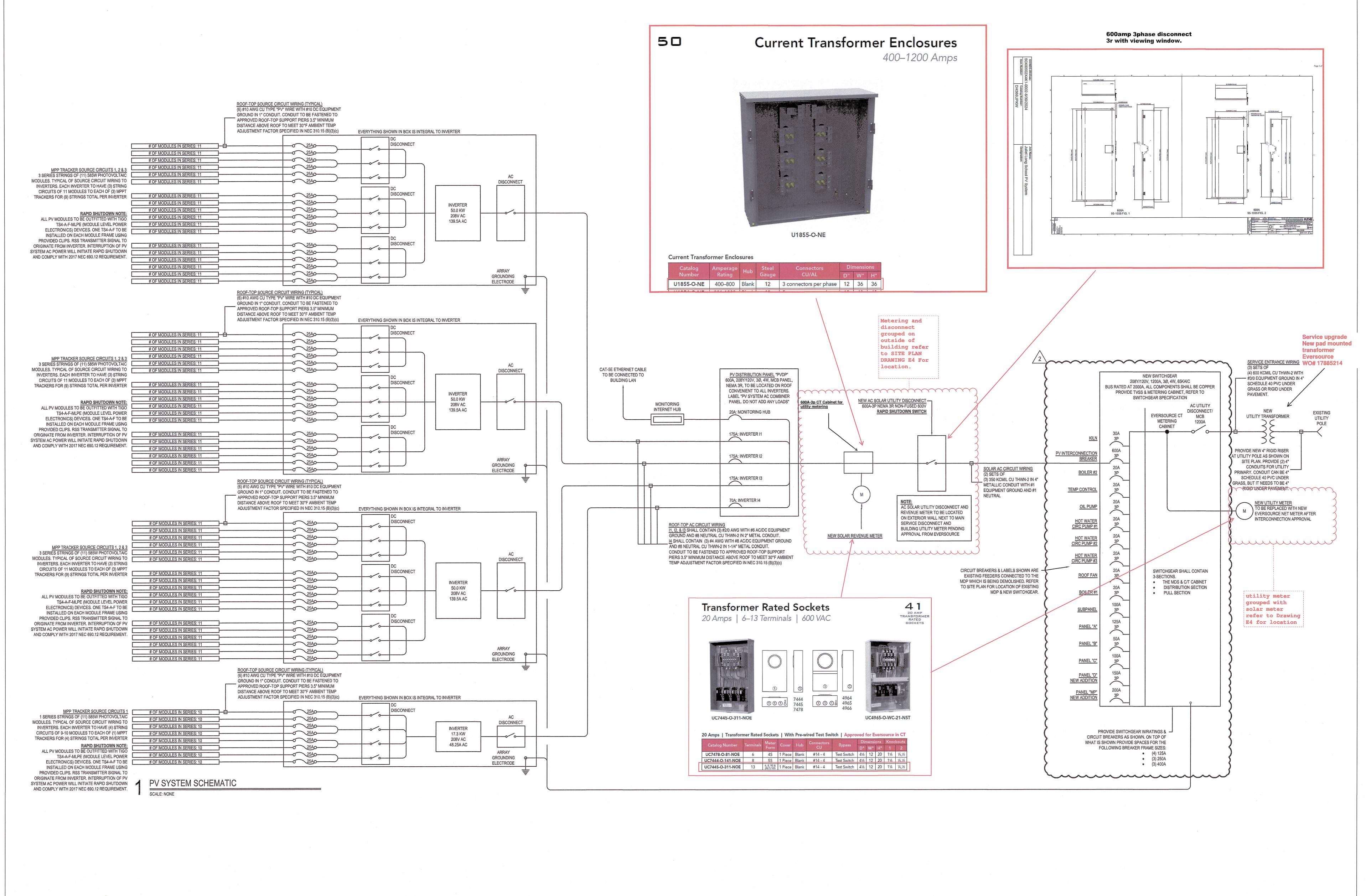
None required

Appendix F
See attached Contingent Approval Letter dated 7/9/2025

Appendix G

EDC's Description of its Upgrades and Best Estimate of Upgrade Costs None

	Appendix H
One line and layout diagrams	

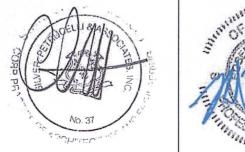


PHOTOVOLTAIC PROJECT AT: JULIET LONG SCHOOL 1854 CT-12 GALES FERRY, CONNECTICUT 06335

SILVER PETRUCELLI + ASSOCIATES

CT 06518 CT 06320 311 STATE STREET NEW LONDON 203 230 9007 silverpetrucelli.com

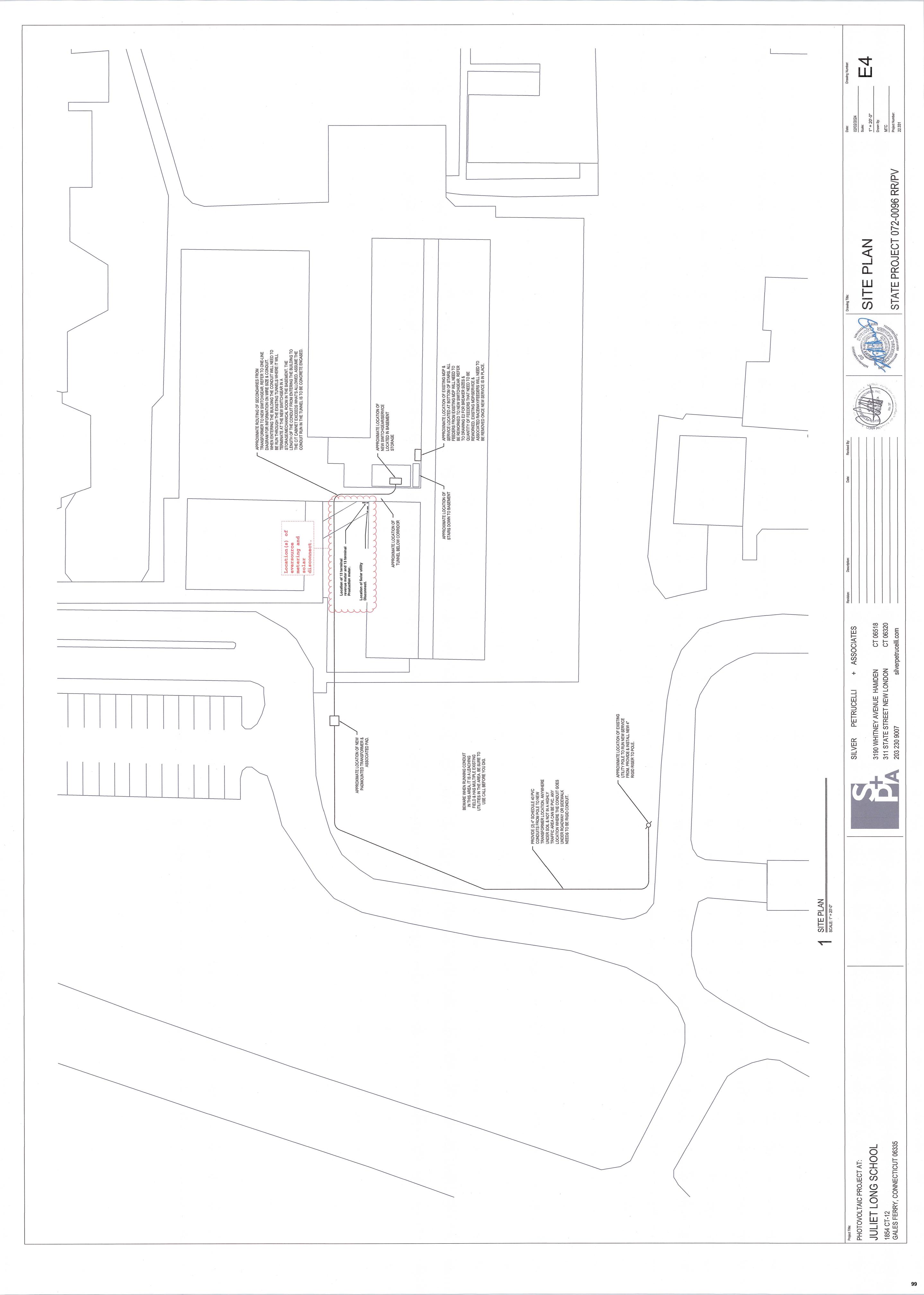
#1 ADDENDUM #1 04/08/2024 MTC #2 ADDENDUM #2 04/19/2024 MTC	Revision.	Description.	Date.	Revised by.
#2 ADDENDUM #2 04/19/2024 MTC	#1	ADDENDUM #1	04/08/2024	MTC
	#2	ADDENDUM #2	04/19/2024	MTC



STATE PROJECT 072-0096 RR/PV

PV SYSTEM SCHEMATIC

Project Number:





Contingent Approval for INT-109249

Date: 7/9/2025

Attention: Wayne Donaldson

RE: Solar Interconnection for INT-109249 - Juliet long elementary School Ledyard

Board of education - 165.6kW

Address: 1854 route 12 gales ferry, CT, 06335.

Equipment: PROJECT NUMBER: INT-109249, NRES NETTING, 165.6kW PV

SERVICE UPGRADE: MAXIMO WORK ORDER NUMBER: #17885214, NEW 1200 AMP SWITCHGEAR, TRANSFORMER IS BEING UPGRADED

TO 500 KVA TRANSFORMER, PAD #239

PROJECT NAME, ADDRESS: : EDUCATION, 1854 ROUTE 12 GALES

FERRY CT 06335

INTERCOENCTION POINT: 600 AMP BREAKER LOCATED OUTSIDE AND

BEHIND THE UTILITY METERING TRANSFORMER COMPARTMENT

KW, VOLTS, AMPS: 165.6kW & 208 VOLT = 460.783 amps

NRES PRODUCTION METER SOCKET: 13 TERMINAL SOCKET WITH TEST SWITCH, PLEASE reference (2024 APPROVED EQUIPMENT LIST FOR CONNECTICUT) FOR APPROVED SOCKET AND SUBMIT BEFORE

PURCHASING

NRES PRODUCTION METER UTILITY METERING TRANSFROMER COMPARTMENT: PLEASE REFERNECE (2024 APPROVED EQUIPMENT LIST FOR CONNECTICUT) FOR APPROVED ENCLOSURES, AND SUBMIT

BEFORE PURCHASING

PRODUCTION METER FORM TYPE: 9S, THREE PHASE, 4 WIRE WYE,

120 / 208 Volt. CLASS 20

3 CURRENT TRANSFORMERS: 600:5

READING CONSTANT: 120

UTILITY EQUIPMENT: THE REVENUE METER, NRES PRODUCITON METER, AND UTILITY DISOCNNECT SWITCH ARE ALL REQURIED TO BE

GROUPED OUTSIDE ON THE GROUND LEVEL.

Dear Wayne Donaldson.

We have completed the interconnection and application review for your project, **Project # INT-109249**. You are approved as a **Netting Non-Residential (NRES)** customer. Your installer can proceed with the installation of your new generating system.

INT-109249 - Juliet long elementary School_Ledyard Board of education - Netting Non-Residential (NRES)- 165.6kW

Attachment I and II with additional comments and a schedule of milestones are attached for your reference.

Please review and sign Attachment I (Schedule of Milestones) and page 15 of the Interconnection Agreement (both where it indicates "Generator") and then have the contractor upload to the project in PowerClerk. Refer to Attachment II for assumptions and notes. After completion of construction, the contractor must conduct a successful self-administered commissioning test, consistent with the requirements outlined in Attachment II. The contractor must then complete, sign and return Attachment III (Certificate of Compliance), via direct upload to the project in PowerClerk.

What happens now?

Once your new system is installed and an electrical inspection has been completed by your town inspector, we will schedule a meter change, if necessary. Additionally, once customer signed documents and contractor signed Certificate of Compliance form are returned, you will then receive an email from us providing you with Permission to Operate and your new generating system will be ready to begin operation.

Important information

- Here is your Residential Renewable Energy Solutions Statement of Qualifications. This outlines your eligibility to receive incentives with your new generating system.
- Once installed and inspected, please do not attempt to operate your new generating system until a new meter has been installed, if necessary, and you have received the Permission to Operate email from Eversource. Operating prior to receiving this email may cause inaccurate metering data and result in additional charges on your electric bill. We are unable to prevent or correct billing errors that result from this scenario. From this point forward, your installer will provide you with any further status updates. You can also contact me directly at **greg.pivin@eversource.com.** If you have questions related to Residential Renewable Energy Solutions, please visit our <u>website</u> or e-mail CTResiRenewables@eversource.com.

Should you have any questions or concerns please feel free to contact me.

Sincerely,

Gregory Pivin
Senior Account Executive- Distributed Energy Resources
107 Selden Street, Berlin CT 06037
Tel:

E-mail: greg.pivin@eversource.com

Attachment I Schedule of Milestones

Item	Milestones for Interconnection	Due by Date	Responsible Party	Comments
1	Sign and return Schedule of Milestones	7/23/2025	Generator	Scan & upload to PowerClerk
2	Signed Interconnection Agreement	7/23/2025	Generator	Scan & upload to PowerClerk
3	Submit Certificate of Insurance.	Completed	Generator	INSURANCE: 1 / 1/ 2025 - 1 / 1 / 2026
4	Submit proof of Municipal Approval (WR#)	8/6/2025	Generator	Min 10 business days prior to the desired In-Service Date
5	Provide completed & signed Certificate of Compliance	8/6/2025	Generator	See Attachment III
6	In-Service Date	8/13/2025	Generator	
7	Final Approval	8/13/2025	Eversource	See Note 3, Attachment II

Agreed to by:	
For Generator:	Date:
For Eversource:	Date:

Attachment II

Assumptions:

PROJECT NUMBER: INT-109249, NRES NETTING, 165.6kW PV

SERVICE UPGRADE: MAXIMO WORK ORDER NUMBER: #17885214, SERVICE UPGRADE NEW 1200 AMP SWITCHGEAR, TRANSFORMER IS BEING UPGRADED TO 500 KVA TRANSFORMER, PAD #239

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PRODUCTION METER FORM TYPE: 9S, THREE PHASE, 4 WIRE, 120 / 208 Volt. CLASS 20

3 CURRENT TRANSFORMERS: 600:5

READING CONSTANT: 120

UTILITY EQUIPMENT: THE REVENUE METER, NRES PRODUCITON METER, AND UTILITY DISOCNNECT SWITCH ARE ALL REQURIED TO BE GROUPED OUTSIDE ON THE GROUND LEVEL.

Metering Requirements-

Based on the information submitted through the interconnection application for this project, the Eversource Meter Engineering group has determined that the following meter type is required for your project and the associated cost for such meter type is indicated below:

Meter Type: Form 9S Recording

Meter Cost: \$1,972.00

Project: INT-109249

CT's & VT's will be provided by Eversource for any IT-rated production meter

INT-109249 - Juliet long elementary School_Ledyard Board of education - Netting Non-Residential (NRES)- 165.6kW

Please send the Meter Cost amount indicated above via check, payable to Eversource to the following address, and include the INT number and NRES contract number in the memo line on the check itself. Metering equipment will be procured after a payment is received.

Eversource Energy Attn. Distributed Generation 107 Selden Street Berlin, CT 06037

- After construction completion, a self-administered commissioning test is required to be performed which indicates that when the AC disconnect switch is opened, the PV inverters stop conducting in two (2) seconds or less and when the AC disconnect switch is closed, the PV inverters do not start to conduct for at least five (5) minutes.
- After a successful test is performed, the contractor will complete, sign, and return Attachment III – Certificate of Compliance.
- The required, visible break AC Disconnect switch must be accessible to Eversource personnel twenty-four (24) hours a day, seven (7) days a week. If the disconnect is greater than ten (10) feet from the Eversource billing meter, then a permanent placard will need to be placed on the Eversource meter that warns of the connected PV systems and describes the location of the required external AC disconnect switch

Notes for Attachment I-Schedule of Milestones:

- 1. Please provide the following:
 - A completed & signed Certificate of Compliance, after construction is complete
- 2. Below are the settings we will accept, per Appendix C of Exhibit B Generator Interconnection Technical Requirements, dated April 30, 2018. If the customer has already taken delivery of the inverter, they will need to have someone set the IEEE1547-2018, UL1741SB & NPCC A-03 settings indicated here.

C.2. Inverter frequency trip settings

Shall Trip Function	Required Set	tings
	Frequency	Clearing
	(Hz)	Time(s)
OF2	62.0	0.16
OF1	61.2	300.0
UF1	58.5	300.0
UF2	56.5	0.16

C.3. Inverter Voltage Ride-through Capability and Operational Requirements

_	Voltage	Operating Mode/	Minimum Ride-through Time(s)	Maximum
	Range (p.u.)	Response	(design criteria)	Response Time(s) (design criteria)
	V > 1.20	Cease to Energize	N/A	0.16
	1.175 <v≤1.20< td=""><td>Permissive Operation</td><td>0.2</td><td>N/A</td></v≤1.20<>	Permissive Operation	0.2	N/A
	1.15 <v≤1.175< td=""><td>Permissive Operation</td><td>0.5</td><td>N/A</td></v≤1.175<>	Permissive Operation	0.5	N/A
	1.10 <v≤1.15< td=""><td>Permissive Operation</td><td>1</td><td>N/A</td></v≤1.15<>	Permissive Operation	1	N/A
	0.88≤V≤1.10	Continuous Operation	infinite	N/A
	0.65≤V<0.88	Mandatory Operation	Linear slope of 8.7 s/1 p.u. voltage starting at 3 s @ 0.65 p.u.: $T_{VRT} = 3 s + \frac{8.7}{1 p.u.} (V - 0.65 p.u.)$	N/A

0.45≤V<0.65	Permissive	0.32	N/A
	Operation ¹²		
0.30≤V<0.45	Permissive	0.16	N/A
	Operation		
V<0.30	Cease to Energize	N/A	0.16

C.4. Inverter frequency ride-thru capability

Frequency Range (Hz)	Operating Mode	Minimum Time(s) (Design Criteria)
f > 62.0	No ride-through requirements ar	oply to this range
61.2 <f≤61.8< td=""><td>Mandatory Operation</td><td>299</td></f≤61.8<>	Mandatory Operation	299
58.8≤f≤61.2	Continuous Operation	Infinite
57.0≤f≤58.8	Mandatory Operation	299
f<57.0	No ride-through requirements ar	oply to this range

C.5. Grid support utility interactive inverter function status

Function	Default Activation State
SPF, Specified Power Factor	Off
Q(V), Volt-Var Function with Watt or	Off
Var Priority	Default value: 2% of maximum current output
	per second
SS, Soft-Start Ramp Rate	On
FW, Freq-Watt Function OFF	Off

3. Once items 1-5 in Attachment II (Schedule of Milestones) are completed, Eversource will send you (via email) an Authorization to Interconnect Letter.

Attachment III

EVERS=URCE Self-Certification Form

For UL 1741 SB Certified Inverters <= 500 kW

	CER	TIFICATE OF COMPLIANCE	
	Date of Test		
	Project ID:		
Customer Name:			
	Generator Address:		
	kW -AC		
_	Inverter Voltage		
	verter Serial Number		
Invert	er Firmware Version		
comm	issioned and tested suc	nereby certify that, the facility stated above was installed accessfully as required by the Eversource interconnection codes and standards, and the following was performed:	
	The photovoltaic system with jurisdiction and is s	n has been inspected and approved by the local wiring inspector safe to operate.	
	All required documents	have been submitted and approved by Eversource.	
	Verification of proper A	C voltage and phasing at inverters.	
	Verification of proper D	C voltage(s) from strings and combiners at inverters.	
	• •	start up procedures have been followed.	
	System has been installe	ed as approved by Eversource in the Approval to Install agreement ed "As-Built" or final drawing.	
	System meets IEEE 1547 switch.	7 two (2) second shut down upon opening of utility disconnect	
	System meets IEEE 1547 disconnect switch.	7 five (5) minute re-start upon closing of utility PV system	
		ogrammed to the Inverter Source Requirement Document as ingland (ISO-NE) in February 2018 (Refer to Appendix G)	
Comp	any	Date	
Name Licens Signal	se Number		

INT-109249 - Juliet long elementary School_Ledyard Board of education - Netting Non-Residential (NRES)- $165.6 \mathrm{kW}$

ISO NE Ride Through Requirements

Certificate of Completion

Effective June 1, 2018, all inverter-based projects are subject to ISO-NE Ride through Requirements.

To comply with the ISO-NE Ride-through requirements, all inverters in distributed energy resource (DER) installations shall be certified per the requirements of UL 1741 SB as a grid support utility interactive inverter and have the voltage and frequency trip settings and ride-through capability described in the ISO-NE Inverter Source Requirements Document (SRD).

Link to the ISO-NE SRD:

https://www.eversource.com/content/docs/default-source/builders-contractors/iso-new-england-source-requirement-document-2018-02-02.pdf?sfvrsn=a4f1c362 2

Link to an ISO-NE presentation for more information:

https://www.eversource.com/content/docs/default-source/builders-contractors/a2-implementation-of-revised-ieee-standard-1547-presentation.pdf?sfvrsn=83f1c362_2

Please refer to this linked webpage for a list of UL 1741 SB inverters:

https://www.energy.ca.gov/sites/default/files/2020-06/Grid Support Inverter List Simplified Data.xlsx

Requirement 1: Inverter is certified per UL 1741 SB as a "grid support utility interactive inverter" and has been verified by a Nationally Recognized Testing Laboratory to meet the ISO-NE SRD requirements.

Nameplate Shows U	L 1741 SB '	'Grid Support	Interactive	Inverter"	or "Grid S	Support l	Jtility
Interactive Inverter"	(Yes/No):	<u>.</u>					

Requirement 2: Inverter settings adhere to ISO-NE SRD Voltage and Frequency trip settings requirements. This information shall be documented in the trip settings table below.

DEVICE	PICKUP SETTING (DEFAULTS)	DEFAULT CLEARING TIME (seconds)	Pickup and Clearing Times Adhere to Required Defaults (Yes/No):
Under Frequency (81U)	56.5 Hz	0.16	

INT-109249 - Juliet long elementary School_Ledyard Board of education - Netting Non-Residential (NRES)- 165.6kW

DEVICE	PICKUP SETTING (DEFAULTS)	DEFAULT CLEARING TIME (seconds)	Pickup and Clearing Times Adhere to Required Defaults (Yes/No):
Under Frequency (81U)	58.5 Hz	300	
Over Frequency (810)	61.2 Hz	300	
Over Frequency (810)	62.0 Hz	0.16	
Under Voltage (27)	50% of Nominal	1.1	
Under Voltage (27)	88% of Nominal	2	
Over Voltage (59)	110% of Nominal	2	
Over Voltage (59)	120% of Nominal	0.16	

Requirement 3: Inverter Grid Support Functions are set according to the Advanced Functions Activation Table below per ISO-NE SRD:

Verify that ISO-NE SRD group settings have been confirmed by the manufacturer AND that ISO-NE SRD group setting is ENABLED (if available), OR manually check the following states are applied in the inverter:

Function	Default Activation State	Set to Required Default State? Yes/No
SPF, Specified Power Factor	OFF ¹	
Q(V), Volt-Var Function with Watt or Var Priority	OFF Default value: 2% of maximum current output per second	
SS, Soft-Start Ramp Rate	ON	
FW, Freq-Watt Function	OFF	

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INT-109249 - Juliet long elementary School_Ledyard Board of education - Netting Non-Residential (NRES)- $165.6 \mathrm{kW}$

Requirement 4: The Inverter Enters "Momentary Cessation" for high voltage range:

¹ OFF and operating at unity PF, Or set to ON with unity PF.



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2131 Agenda Date: 8/13/2025 Agenda #: 6.

JOB DESCRIPTION

Motion/Request:

MOTION to approve proposed Assistant to the Director of Land Use & Planning Job Description as presented in the draft dated June 10, 2025.

Background:

The Land Use office is looking to change the current Office Assistant II Land Use position to Assistant to the Director of Land Use & Planning. The new job description would require the employee to become certified by CAZEO to better serve the public in the areas of Land Use and Economic Development. The position is currently filled and the employee would be elevated to the new role. This change was incorporated in the FY2026 budget.

Department Comment/Recommendation:

The job description was created by the Land Use Director with assistance from the Director of Human Resources.

Human Resources Comment/Recommendation:

The Director of Human Resources recommends the approval of the job description as presented.

Financial Information:

(type text here)

Mayor Comment/Recommendation:

I support this update and adding CAZEO certification is important to office function.

TOWN OF LEDYARD ASSISTANT TO DIRECTOR OF LAND USE & PLANNING

NATURE OF WORK:

The Assistant provides supportive clerical and administrative services to the Director by assisting in the performance of a wide range of land use planning and zoning functions in the areas of all land use applications, economic and community development initiatives, capital improvement budgeting, and related municipal planning areas. Responsible for coordinating the Town's economic and community development program.

SUPERVISION RECEIVED:

Primarily supervised by the Director of Land Use & Planning and secondary by the Zoning Official as assigned by the Director.

SUPERVISION EXERCISED:

N/A

ESSENTIAL JOB FUNCTIONS:

- Assists the Director with the routine daily operation of the planning and development of the Town and for overseeing Town activities relating to land use and development, as assigned, including, but not limited to:
 - Assists in the preparation of reports to the Planning and Zoning Commission on land use applications.
 - Assists the general public by providing information on land use and development, including procedures and guidelines to be followed in obtaining authorizations and permits required to develop property.
 - Assists with the preparation of reports for implementation of economic and community development policies, programs, and projects including organized business retention, expansion, and recruitment efforts.
 - Assists with the compilation and analysis of data on economic, social, environmental and physical factors affecting land use.
 - Assists with the preparation and updates of the Plan of Conservation and Development; Affordable Housing Plan; and various regulations and municipal ordinances pertaining to land use and development.
 - Research sources of state and federal grant funding as they pertain to land use, capital improvement or economic development projects and assists in preparation of applications and administration of grants.
 - Assists with the coordination of Economic Development Commission on policy initiatives, business visits, and promotional campaigns.
- Receives and processes land use applications by directly working with the public and by managing records, filing and corresponding as assigned by the Director.
- Responsible for the maintenance of the land use application records and property records.

- Prepare and maintain Land Use & Economic Development Commission agendas, minutes & notices and provides staff support to said Commissions.
- Assists the Director in managing the Housing Rehabilitation program by taking in applications, providing information to the public, and coordination with Town Consultant regarding projects status reporting.
- Observes the strictest confidentiality with maintenance of restricted files and information while still providing high quality service to the public and other Town departments.
- Prepare department correspondence and perform other duties of a clerical nature as instructed by the Director.
- As assigned by the Director, responsible for day-to-day operations of the Department when the Director is out of the office. Organizes and determines priority of work in conjunction with supervisor.

**** The duties listed above are intended only as illustrative of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. ****

QUALIFICATIONS PROFILE:

Knowledge, Skills & Abilities

- Working knowledge of zoning and subdivision laws and comprehensive plans, including their formation, process of adoption, and enforcement.
- Ability to read and interpret site plans, technical reports and specifications.
- Knowledge of personal computers, including spreadsheets, Microsoft Office and Geographic Information Systems (GIS) software.
- Ability to read and understand business plans.
- General knowledge of regional, state, and federal laws & regulations pertaining to land use and economic development programs.
- Ability to follow and provide complex oral and written instructions.
- Ability to communicate effectively, orally, and in writing with architects, contractors, business people, developers, other government officials, and the general public, Town officials, agencies, and other office staff.
- Possesses knowledge of modern office practices and procedures.
- Organizational skills, ability to prioritize, multi-task, meet deadlines, interpersonal and telephone skills are required.
- Ability to insure confidentiality as required and protect the integrity of the Town.

Experience and Training

- 1. Graduation from an accredited college or university with a bachelor's degree or associate degree in related field and two (2) years of progressively responsible office experience; or a high school diploma or GED and four years secretarial or office administration experience reflecting progressive responsibility. Or an equivalent combination of experience and training.
- 2. Ability to obtain Zoning Official Certification by successfully completing training by the Connecticut Association of Zoning Enforcement Officials (CAZEO) within two (2) years or as otherwise dictated and made available by CAZEO.

3. Ability to obtain Department of Housing (DOH) Grant Administration Certification by successfully completing training as made available by DOH.

Additional Requirements

- Physical and/or psychological examinations as may be required during employment.
- Drug screening both pre-employment and as may be required during employment.
- Criminal background and driving record checks are required prior to employment.
- Means of transportation.
- Means of contact.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodation may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to hear, speak, stand, sit, walk, bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive, tolerate exposure to environmental allergens.

The employee must occasionally lift and/or move up to 25 pounds. Specific abilities required by the job include normal audio ability, close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described, and have the ability to maintain composure with the public and co-workers in everyday, stressful and emergency situations. Employee may occasionally be required to function in situations where he/she is subjected to aggressive verbal behavior.

LICENSE OR CERTIFICATE -

CAZEO is preferred Valid Motor Vehicle Operator's License.

****This job description does not constitute an employment agreement or contract between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.****

Adopted by Ledyard Town Council	, 2025	
	Chair	





TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2137 **Agenda Date: 8/13/2025** Agenda #: 7.

JOB DESCRIPTION

Motion/Request:

MOTION to approve proposed updates to the Office Assistant II - Mayor's Office job description as presented in the draft dated June 24, 2025.

Background:

This is an upgrade to the Office Assistant I position within the Town Hall & Library union. The position will also assist with some duties for Public Works. The new salary was incorporated in the FY2026 budget proposal.

Department Comment/Recommendation:

The updated job description was created by the department.

Human Resources Comment/Recommendation:

The Director of Human Resources has reviewed the job description changes and recommends approval as presented.

Financial Information:

(type text here)

Mayor Comment/Recommendation:

(type text here)

TOWN OF LEDYARD MAYOR'S OFFICE OFFICE ASSISTANT II

NATURE OF WORK:

Provides administrative support to the Mayor's Office and other Town Hall Departments as assigned. Supports various commissions, committees and boards as assigned depending on the current workflow and operational requirements.

SUPERVISION RECEIVED:

Receives overall supervision from the Mayor and Executive Assistant to the Mayor.

SUPERVISION EXERCISED: None

ESSENTIAL JOB FUNCTIONS:

Prepare agendas and record minutes for scheduled public hearings, regular and special meetings for various commissions, committees and boards as assigned. Posts related legal notices when applicable.

Provides administrative support for assigned commissions, committees and boards including preparation of purchase orders, ordering materials & supplies, payment documents, grant preparation & reporting, certificates of occupancy, certifications and other applicable tasks.

Compile monthly budget Reports for assigned commissions, committees and boards. Obtain and publish applicable monthly reports for assigned commissions, committees and boards.

Draft correspondence as required. Especially those relating to action letters for assigned Commissions, Committees and Boards.

Compiles annual Town Reports using documentation submitted from Town, Police and Fire Departments

Assists public visitors to the office by providing information, applications, and forms, directing inquiries to the appropriate officials for disposition. Collects filing fees for freon permits.

Provides the public with assistance and direction to the appropriate Town Officials, Commissions/Board, and Staff.

Assists in creation and updating of forms, notices, handouts and miscellaneous correspondence.

Performs routine filing, word processing, typing, and related clerical support to departments as required.

Creates and maintains paper and electronic files for the Department, staff, public, and assigned Commissions/Committees/Boards including maintaining up to date contact information for the Town website.

Prepares purchase orders and facilitates payments for the Public Works Department.

Monitor and fulfill mail machine postage balance and supplies as needed. Ensure postage rate increases are updated on the postage machine when necessary.

Maintain and distribute the Town Hall phone list.

Post notices for Town Hall closings.

Process mail and packages for Town departments. Make daily mail deliveries to the Post Office.

Assist the Social Service Department with food pantry applications and renewals during staff absences.

Assists the Department during staff absences

Performs related work as assigned by the Supervisor.

**** The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.***

QUALIFICATIONS PROFILE:

Knowledge, Skills and Ability

Possesses knowledge of, and skill in utilizing computers and general office machines.

Possesses knowledge of modern office practices and procedures.

Strong computer skills required, proficient in Microsoft Office Suite. Must maintain proficiency in other software programs as designated.

Organizational skills, ability to prioritize, multi-task, meet deadlines, and interpersonal and telephone skills are required.

Demonstrates an ability to follow oral and written instructions, to organize and express thoughts and ideas through both oral and written communications.

Ability to establish and maintain effective working relationships with the public, Town Officials, commissions, State agencies and other office staff.

Experience and Training

Graduation from an accredited business school or Community College with a certificate in a Secretarial Science Program and one year of experience; or a high school diploma or GED and four years secretarial or office administration experience reflecting progressive responsibility.

Additional Requirements

- Means of transportation.
- Means of contact.
- Physical and/or psychological examinations as may be required during employment.
- Drug screening both pre-employment and as may be required during employment.
- Criminal background and driving record checks are required prior to employment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential function.

While performing the duties of this job the employee is frequently required to: hear; speak; stand; sit; walk; bend, twist, stoop, kneel, crouch or crawl; climb stairs to various levels; use hands to finger, handle, feel or operate objects, tools or controls; use wrists for repetitive motion; reach with hands and arms; drive; tolerate exposure to environmental allergens.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by the job include close vision, distant vision, color vision, peripheral vision, depth perception, and the ability to adjust focus. Hand-eye coordination is necessary to operate computers and various pieces of equipment.

Employee must be free from mental and physical disorders which would interfere with performance of duties as described and can maintain his/her composure with the public and co-workers in every day stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive physical and/or verbal behavior.

LICENSE OR CERTIFICATE: N/A

****This job description does not constitute an employment agreement or contract between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.****			
Adopted by Ledyard Town Council:			
	Chair		



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2136 **Agenda Date: 8/13/2025** Agenda #: 8.

JOB DESCRIPTION

Motion/Request:

MOTION to approve proposed updates to Executive Assistant to the Mayor job description as presented in the draft dated June 24, 2025.

Background:

The current employee in the role was hired in 2021. The job description was previously updated in 2017. These updates reflect current responsibilities for the job as well as additional duties to assist Public Works.

Department Comment/Recommendation:

The updated job description has been created by the Executive Assistant to the Mayor.

Human Resources Comment/Recommendation:

The Director of Human Resources has reviewed the job description and recommends approval as presented.

Financial Information:

(type text here)

Mayor Comment/Recommendation:

(type text here)

DRAFT: 6/24/2025

TOWN OF LEDYARD EXECUTIVE ASSISTANT TO THE MAYOR DIRECTOR OF ADMINISTRATIVE SERVICES / MAYORAL ASSISTANT

NATURE OF WORK:

Performs highly responsible managerial and professional functions involved in providing support to the Mayor in administering the affairs of Town government. Maintains confidentiality in all areas of conduct. In the absence of the Mayor, provides continuity of administrative leadership to Town organization. Provides information and service to the general public and to other government entities. Supports other Town Hall departments as assigned.

ADDITIONAL ASSIGNMENTS:

Additional Assignments as directed by the Mayor. In addition the position fulfills the requirements of: Blight Official, Americans with Disabilities Act Coordinator, Public Information Official and Manager of the Gales Ferry Landing Facility.

SUPERVISION RECEIVED:

Receives general direction from the Mayor. Assignments are generally independently prioritized and accomplished.

SUPERVISION EXERCISED:

Provides administrative supervision to office assistant, , and intermittent and seasonal employees. Coordinates with Public Works Department personnel involved in the scheduling of required maintenance of Town Hall buildings and grounds. As necessary, notifies and directs other department heads or personnel of regarding critical issues requiring immediate action.

ESSENTIAL JOB FUNCTIONS:

The following are illustrative of the duties and responsibilities associated with the position, but are not intended to be all-inclusive.

Provides administrative oversight of daily operations. Writes/edits policies and procedures, resolutions and ordinances and makes recommendations to the Mayor regarding same.

Coordinates with State and other municipal agencies in support of the Mayor's intergovernmental responsibilities.

As the Town's risk manager and safety officer, evaluates municipal loss exposures. Processes all non-workers' compensation insurance claims, except workers compensation claims, maintains records and follows case flow of same.

Provides administrative assistance to the Mayor. Prepares correspondence and documents of varying formats, including those of a highly confidential nature. Schedules appointments and arranges meetings. Maintains Mayor's office files.

Performs research and investigations as required, including confidential matters. Disseminates information to the general public and other government entities on behalf of the Mayor.

Prepares departmental budgets for Mayor's Office, Administrative Support, ADA Coordinator, Heath District, Probate, and Town Attorney. and Gales Ferry Landing Manages town owned properties and other departments as directed by the Mayor, adheres to strict departmental allocations.

Drafts and distributes town wide communications through various print materials, social media platforms, and oversees town digital sign content. Coordinates with Town departments, commissions, committees & boards in the publication of the quarterly Ledyard Events Magazine. Coordinates preparation, editing, design, and publication of Town's Annual report.

Independently composes correspondence and prepares required complex statistical reports for various agencies.

Serves as an administrator for the Town of Ledyard meeting portal. Updates information and membership for Mayor appointed commissions, committees and boards.

Prepares agendas and record minutes for scheduled public hearings, regular and special meetings for various commissions, committees and boards as assigned. Posts related legal notices.

Provides administrative support for assigned commissions, committees and boards including preparation of purchase orders, ordering materials & supplies, payment documents, grant preparations and reporting, certifications and other applicable tasks.

Negotiates, purchases/leases and maintains office equipment, service agreements and building maintenance equipment and supplies, *where appropriate*. Negotiates and engages services of various vendors in the maintenance of equipment. Assists the Public Works department with asset management and maintenance of public infrastructure.

Responsible for oversight of proper dissemination of incoming and outgoing mail. Screens incoming calls, refers to appropriate staff members, and follows up *as necessary* to ensure timely response.

Carries out the responsibility of the Public Information Official providing required information to the public and media during Town emergencies.

Acts as the Manager for *town owned properties* the Gales Ferry Landing collecting rents, making deposits, interviewing and recommending new tenants as necessary.

Acts in accordance with Town Ordinance with regard to Blight in the Town of Ledyard.

Performs the function of the Town of Ledyard Americans with Disabilities Coordinator providing guidance, training, policy recommendations for the Town's compliance with the Americans with Disabilities Act.

Serves as a Notary Public.

Performs related work as required.

*****The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position****

KNOWLEDGE, SKILLS AND ABILITY

Skills and knowledge required in this position would generally be acquired with an Associated s Degree in Public Administration, Business Management, or closely related field, with three years of government office administration experience, or a combination of the aforementioned education and practical experience totaling five years of progressively responsible office management experience.

Thorough knowledge of business English, grammar and punctuation with ability to organize and express thoughts and ideas orally and through written communications, to follow written and oral instructions and to compose and prepare effective correspondence and other written materials.

Thorough knowledge of the functions, laws, regulations and policies of the Town, State, and Federal governments, or the ability to acquire such knowledge during a reasonable period of time.

Thorough knowledge of Town departments and services, or the ability to acquire such knowledge during a reasonable period of time.

Proficient use Considerable knowledge of computer software **used in the Town Hall** as applied to office applications, . Proficiency in the use of Microsoft Suite, internet applications and the ability to acquire knowledge of Town financial and record keeping systems within a reasonable period of time.

Considerable knowledge of modern office practices and procedures, office management and protocols.

Knowledge and understanding of insurance policies and procedures as related to property damage and professional liability, or the ability to acquire such knowledge in a reasonable period of time.

Working knowledge of municipal finance and the ability to prepare departmental budget and manage within authorized allocations.

Ability to adjust quickly to changing priorities in an often stressful environment.

Ability to plan, organize, direct, coordinate and evaluate work of employees.

Must be able Ability to establish and maintain effective and courteous working relationships with public officials, residents, members of the general public, other agencies, co-workers, and subordinates, and to effectively and discreetly convey information as required.

LICENSE OR CERTIFICATE

Certificate of ADA Coordinator designation from the Department of Justice or the ADA Coalition of Connecticut desirable.

Designation as Notary Public

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to speak and hear; walk; sit; stand; bend; stoop; kneel, use hands and fingers to handle, feel or operate objects, tools or controls; reach with hands and arms, use *wrist* writs for repetitive motion. The employee must occasionally lift and/or move up to 20 pounds. Specific vision abilities required by the job include close vision and the ability to adjust focus. Hand/eye coordination is necessary to operate computer and various pieces of office equipment.

The employee must be free from mental and/or physical disorder which would interfere with the performance of duties as described, and have the ability to maintain his/her composure with the public and co-workers in every day stressful and emergency situations. Employee may occasionally have to function in situations where subjected to aggressive verbal behavior.

OTHER

This position is recognized under the Resolution Establishing Administrator/Department Head *as referenced in the Town Charter* Benefits and is therefore an at will employee of the Town of Ledyard.

****This job description does not constitute an employee agreement or contract between the employer and the employee and is subject to change by the employer as the needs of the employer and of the job change.****

Adopted by the Ledyard Town Council: _		

Chair



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2128 Agenda Date: 8/13/2025 Agenda #: 9.

APPOINTMENT

Motion/Request:

MOTION to appoint Mr. James Philopena (D) 80 Avery Hill Road, Ledyard, to the Board of Assessment Appeals to complete a four (4) year term ending December 5, 2027 to fill a vacancy left by Ms. Lineweaver.

Background:

Mr. Philopena is an Associate Attorney at Law Firm Tobin, Carberry, O'Malley, Riley & Selinger, P.C. in New London. He received his Bachelor's Degree from the University of Connecticut and graduated with my Juris Doctor from Roger Williams University School of Law in 2020. (please see attached Application and Resume)

Mr. Philopena community involvement includes Pro Bono Programs, such as Tax Return Filing; Assistance and Estate Planning for Veterans. In addition, he has also supported a number of local non-profit organizations by attending fundraising events or providing counsel.

Mr. Philopena is interested in serving on the Board of Assessment Appeals because he felt it was important to take part in his community; and he believed that as an Attorney his knowledge and experience may be of use to the town.

Administrative Notes:

In accordance with the Town Charter, Chapter IV; Section 6

Board of Assessment Appeals

The Board of Assessment Appeals shall continue to have such powers and duties as are or may be imposed or vested by the General Statutes, upon boards of assessment appeals.

There shall be three regular (3) members, and three (3) alternate members of the Board of Assessment Appeals. During any assessment year in which a revaluation becomes effective, or during which appeals from revaluation are heard, there shall be two (2) additional regular members of the Board of Assessment Appeals, appointed for a term of one year. The Board shall annually select from its membership, a chairman and a vice-chairman.

Thereafter, the Town Council shall fill vacancies on the Board of Assessment Appeals from whatever cause arising, in the manner, for the terms, and with all the powers and duties, not inconsistent with this Charter, as prescribed by the General Statutes or by ordinance adopted pursuant to this Charter.

Please see attached Roster

File #: 25-2128 **Agenda Date:** 8/13/2025 **Agenda #:** 9.

Nominating Committee Recommendation:

6/23/2025: DTC endorsed Mr. Mr. Philopena's appointment to the Board of Assessment Appeals (see attached email)

Minority Representation - CGS 9-167a:

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

Connecticut General Statutes

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One
_	Party
3	2
4	3
5	4
6	4
7	5
8	5
9	6
More than 9 Two-thirds of total m	embership

(2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an File #: 25-2128 **Agenda Date: 8/13/2025** Agenda #: 9.

unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.

(b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.

Roxanne Maher

From: So Rodriguez <ledyarddtcncnaomi@comcast.net>

Sent: Monday, June 23, 2025 9:17 AM

To: Roxanne Maher

Subject: Vacancy on Board of Assessment Appeals - Mr. James Philopena

Good Morning Roxanne,

The DTC Nominating Committee has voted on 6/20/25 regarding endorsement of Mr. James Philopena (D) to serve on the Board of Assessment Appeals to fill an empty regular seat (D).

Respectfully,

Naomi Rodriguez, Chair Ledyard DTC Nominating Committee

Application Form

Profile				
James First Name	<u>J</u> Middle Initial	Philopena Last Name		
jphilopena@tcors.com Email Address				
80 Avery Hill Road Home Address			Suite or Apt	
<u>Ledyard</u> City			CTState	06339 Postal Code
Home: (860) 303-1074 Primary Phone	Alternate Pr	none		
Which Boards would yo	ou like to ap	oply for?		
Board of Assessment Appea	als: Submitted	d		
Education & Experien	ces			
Please tell us about yours	elf and why	you want to serve		
Why are you interested	d in serving	on a board or c	commission?	
I believe that everyone has government. As an attorney the town.				
Community Involvemen	nt			
In the past, I have participa estate planning for veteran by attending fundraising ev	s. Additionally	y, support a numbe		
Educational Backgroun	d			
I graduated from Montville from the University of Conn from Roger Williams Univer	ecticut in De	cember 2016, befo		
Tobin, Carberry, O'Malley, Riley & Selinger, P.C. Employer	Associa Job Title	ite Attorney		
5.9.24_Philopena_Resume.o	<u>docx</u>			

Party Affiliation

□ Democrat

Disclaimer & FOIA Information

Your attendance and active participation is important for the Committee to conduct its business. Any member of a Commitee/Commission/Board who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commitee and the vacancy shall be filled, except that the Committe may vote to waive attendance requirements in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements. It shall be the responsibility of the Chairman of the Committee to notify the Town Council or Mayor's office when a member has not properly performed his/her duties.

Please Agree with the Following Statement

If selected as a board member, I understand that information on this application is subject to the Freedom of Information Act (FOIA) and may be disclosed to anyone requesting this information.

✓ I Agree

Signature (type full name below)

James J. Philopena Jr.

James J. Philopena Jr.

80 Avery Hill Road, Ledyard, Connecticut 06339 JPhilopena@tcors.com / (860) 303-1074

Education:

Roger Williams University School of Law, Bristol, Rhode Island Juris Doctor, May 2020

University of Connecticut, Storrs, Connecticut Bachelor of Arts, American Studies, December 2016

Professional Licensing

Connecticut (#444123) & Rhode Island (#10708)

Legal Experience:

Tobin, Carberry, O'Malley, Riley & Selinger, P.C., New London, Connecticut

Associate Attorney

January 2023 – present

I am currently employed within TCORS's litigation, employment, administrative appeals, and probate practice groups. I am responsible for managing all areas of litigation from drafting the complaint, to discovery, to motions practice and oral argument, to preparing for trial or alternative dispute resolution.

Connecticut Judicial Branch, Superior Court, Putnam/New London, Connecticut

Judicial Law Clerk

Attended and observed short calendar hearings. Met and conferred with Superior Court judges to discuss legal research assignments, and to present my findings. Researched and prepared memorandum.

Law Offices of Howe & Garside, Newport, Rhode Island

Legal Intern

May 2019 – November 2019

October 2020 – January 2023

Filed probate documents with the local courts. Drafted other estate planning, probate, and litigation documents such as trust acceptance, trust certification, deeds, divorce settlement agreements, and interrogatories. Observed divorce and child custody proceedings, as well as negotiations and client interviews.

Rhode Island Sea Grant Law Fellow Program, Bristol, Rhode Island

Law Fellow

August 2018 – May 2019

Researched topics include a comparative analysis of the regulation of processing and direct sale of finfish in Alaska, Massachusetts, and Rhode Island, as well as dam owner liability under the context of climate change. Produced written memoranda for each topic and gave oral presentation on my findings. Met regularly with the Senior Staff Attorney to discuss progress.

City Solicitor's Office, Newport, Rhode Island

Research Assistant

June 2018 – August 2018

Researched legal issues and presented findings to supervising attorneys via written memorandum and oral presentation. Research spanned various legal topics, including ordinances and zoning, intellectual property, civil discovery and property rights.

BOARD OF ASSESSMENT APPEALS

	Name	Term Expiration
U	Vacant (Lineweaver)	12/05/2027
R	Treaster, Eric 10 Huntington Way Ledyard, Connecticut 06339	12/05/2027
R	Codding, Roger (Chairman) 13 Hemlock Circle Gales Ferry, Connecticut0 6335	12/04/2028
Altern	ate Members	
R	(Vacant) Nelson, David – Board	8/26/2024

Did not recommend reappointment

Due to poor attendance)

Town Council Appointment 4 Year Term 3 Regular Members 3 Alternate Members

Revaluation Year: 2 Additional Regular Members



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2254 **Agenda Date:** 8/13/2025 **Agenda #:** 10.

APPOINTMENT

Motion/Request:

MOTION to appoint Ms. Jennifer Bingham (D) 826 West Drive, Gales Ferry, as an Alternate Member to the Board of Assessment Appeals to complete a four (4) year term ending August 26, 2028 to fill a vacancy left by Mr. Nelson.

Background:

Ms. Bingham has a Bachelors of Science in Health Education from Rhode Island College, Class of 2000. In 2025 she received a Certificate of Achievement, Rhode Island Property and Tax Law Administration Course (RI Association of Assessing Officers).

Ms. Bingham is currently employed by the Town of Hopkinton, Rhode Island as the Senior Clerk to the Tax Assessor.

Ms. Bingham is an active participant in the Community as a Girl Scout Leader of Troop 63060 and as a member of the Ledyard Beautification Committee. (please see attached Application)

Administrative Notes:

In accordance with the Town Charter, Chapter IV; Section 6

Board of Assessment Appeals

The Board of Assessment Appeals shall continue to have such powers and duties as are or may be imposed or vested by the General Statutes, upon boards of assessment appeals.

There shall be three regular (3) members, and three (3) alternate members of the Board of Assessment Appeals. During any assessment year in which a revaluation becomes effective, or during which appeals from revaluation are heard, there shall be two (2) additional regular members of the Board of Assessment Appeals, appointed for a term of one year. The Board shall annually select from its membership, a chairman and a vicechairman.

Thereafter, the Town Council shall fill vacancies on the Board of Assessment Appeals from whatever cause arising, in the manner, for the terms, and with all the powers and duties, not inconsistent with this Charter, as prescribed by the General Statutes or by ordinance adopted pursuant to this Charter.

File #: 25-2254 Agenda Date: 8/13/2025 Agenda #: 10.

Nominating Committee Recommendation:

7/20/2025: DTC recommended Ms. Bingham's appointment to the Board of Assessment Appeals. (please see attached email)

Minority Representation - CGS 9-167a:

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

Connecticut General Statutes

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One
-	Party
3	2
4	3
5	4
6	4
7	5
8	5
9	6
More than 9 Two-thirds of total m	embership

(2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election

File #: 25-2254 **Agenda Date: 8/13/2025** Agenda #: 10.

of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.

(b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.

Roxanne Maher

From: So Rodriguez <ledyarddtcncnaomi@comcast.net>

Sent: Sunday, July 20, 2025 1:24 AM

To: Roxanne Maher

Subject: Board of Assessment Appeals

Good Morning Roxanne,

The DTC Nominating Committee voted on July 15, 2025 to endorse/recommend Ms. Jennifer Bingham (D) to serve on the Board of Assessment Appeals to replace an empty alternate seat. Please let me know if you have any questions. Thank you.

Respectfully,

Naomi Rodriguez, Chair

Ledyard DTC Nominating Committee

Party Affiliation

Upload a Resume

□ Democrat

Disclaimer & FOIA Information

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Please Agree with the Following Statement

If selected as a board member, I understand that information on this application is subject to the Freedom of Information Act (FOIA) and may be disclosed to anyone requesting this information.

✓ I Agree

Signature (type full name below)

Jennifer A Bingham



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 25-2255 Agenda Date: 8/13/2025 Agenda #: 11.

APPOINTMENT

Motion/Request:

MOTION to appoint Mr. Greg Lockhart (D) 30 Tanger Lane, Gales Ferry, to the Planning & Zoning Commission, as an Alternate Member to complete a three (3) year term ending December 31, 2025 to fill a vacancy left by Mr. Harwood.

Background:

Mr. Lockhart is currently employed as the Vice President of Spectra Automation. He has 42 years of experience in management all aspects of engineering, construction, and management of commercial, industrial and residential projects in value of \$850 million.

Mr. Lockhart would like to be involved in the development of his community. Mr. Lockhart and his wife recently moved to Ledyard from Montville where his wife continues to be employed as the Director of Youth Services. (Please see attached Application)

Administrative Notes:

The Planning & Zoning commission currently had one Alternate Member Vacancy.(Please see Roster)

Nominating Committee Recommendation:

7/20/2025: DTC endorsed the appointment of Mr. Lockheart to the Planning & Zoning commission.

Minority Representation - CGS 9-167a:

In accordance with Chapter IV; Section 8 of the Town Charter "Except as otherwise provided for in this Charter, the Town Council may appoint members to fill vacancies in other offices, boards, and commissions established by this Charter and by ordinance as vacancies may occur, and appointing members to such offices, boards, and commissions as may be created in the future. Such appointments shall be made by the Town Council for such terms and upon such conditions as provided in the respective ordinance".

Chapter IV, Section 9: "In making appointments and removals, the Town Council shall act by the affirmative votes of at least a majority of all its members.

All members of boards, commissions, and committees contained in this Charter, or subsequently created under this Charter, except members of the Building Code Board of Appeals, the Fire Marshal, and the Deputy Fire Marshal(s), shall be electors of the Town at the time of their appointment and during their terms of office."

Connecticut General Statutes

File #: 25-2255 **Agenda Date:** 8/13/2025 Agenda #: 11.

Sec. 9-167a. Minority representation. (a) (1) Except as provided in subdivision (2) of this subsection, the maximum number of members of any board, commission, legislative body, committee or similar body of the state or any political subdivision thereof, whether elective or appointive, who may be members of the same political party, shall be as specified in the following table:

Total Membership	Maximum from One
-	Party
3	2
4	3
5	4
6	4
7	5
8	5
9	6
More than 9 Two-thirds of total n	nembership

- (2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.
- (b) Prior to any election for or appointment to any such body, the municipal clerk, in cases of elections, and the appointing authority, in cases of appointments, shall determine the maximum number of members of any political party who may be elected or appointed to such body at such election or appointment. Such maximum number shall be determined for each political party in the following manner: From the number of members of one political party who are members of such body at the time of the election or appointment, subtract the number of members of such political party whose terms expire prior to the commencement of the terms for which such election or appointment is being held or made and subtract the balance thus arrived at from the appropriate number specified in column II of subsection (a) of this section.

Roxanne Maher

From: So Rodriguez <ledyarddtcncnaomi@comcast.net>

Sent: Sunday, July 20, 2025 1:27 AM

To: Roxanne Maher

Subject: Planning & Zoning Vacancy

Good Morning Roxanne,

The DTC Nominating Committee voted on July 14, 2025 to endorse/recommend Mr. Greg Lockhart to serve on the Planning & Zoning Commission to replace an empty alternate seat. Please let me know if you have any questions. Thank you.

Respectfully,

Naomi Rodriguez, Chair

Ledyard DTC Nominating Committee

Application Form

Profile				
greg First Name	Middle Initial	Lockhart Last Name		
bigdaddylockhart@live.com Email Address				
30 TANGER LANE				
Home Address			Suite or Apt	
GALES FERRY			СТ	06335
City			State	Postal Code
Home: (860) 949-2773 Primary Phone	Alternate Phor	ne		
Which Boards would you l	like to app	ply for?		
Planning & Zoning Commission	n: Submitte	d		
Education & Experiences	5			
Please tell us about yourself	and why y	ou want to serve	e.	
Why are you interested in	serving	on a board or	commission?	
Would like to be more involved n=more time to take on this ty		lopment of the To	own. My job now is	giving me
Community Involvement				
My wife and myself are looking lived in Montville where my with				e previously
Educational Background				
I have 42 years of experienced of residential, commercial and				
Spectra Automation Employer	Vice Pres	sident		
Profile 2 .pdf Upload a Resume	-			

Party Affiliation

□ Democrat

Disclaimer & FOIA Information

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Please Agree with the Following Statement

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✓ I Agree

Signature (type full name below)

Gregory Lockhart

Contact

30 tanger lane Gales Ferry CT 06335 8609492773 (Mobile) bigdaddylockhart@live.com

www.linkedin.com/in/greg-lockhart-3bb9a426 (LinkedIn)

Top Skills

Maintenance Management
Maintenance and Repair
Maintenance

Certifications

OHSA 10

Level 2 Thermo Imaging Certificate
Masters certificate in Project
Management
OSHA 30

Greg Lockhart

Vice President

Gales Ferry, Connecticut, United States

Summary

With a robust background in construction management and a solid foundation in project planning, my tenure at Spectra Automation Ltd has been marked by a commitment to excellence and a focus on strategic project execution. Our team's success hinges on our ability to maintain project schedules and budgets, ensuring client satisfaction and long-term partnerships.

At the helm of mission-critical projects, from co-generation plants to high-voltage distribution, my leadership is defined by an honest and trustworthy approach. We've delivered on complex projects across various sectors, including medical and biopharmaceutical, demonstrating our versatility and dedication to operational excellence.

Experience

Spectra Automation Ltd
Vice President
August 2023 - Present (1 year 11 months)
16 Airport RD Hopedale MA 01747

Spectra Automation Ltd Director CM/Services January 2019 - July 2022 (3 years 7 months) Hopedale MA 01747

Multi-State Electric General Manager June 2015 - January 2019 (3 years 8 months) 36 Oxford Street Providence RI 0905

A/Z Corporation
Senior Project Manager
February 2006 - June 2015 (9 years 5 months)

Rand Whitney Containerboard

Manager of Maintence and Engineering

January 1996 - January 2006 (10 years 1 month)

Montville Connecticut

BE&K INC

Senior Designer Electrical/Controls January 1988 - January 1996 (8 years 1 month) Birmingham, Alabama, United States

Rust International
Electrical/controls designer
January 1981 - January 1988 (7 years 1 month)
Birmingham, Alabama, United States

Education

Villanova University

Master Certificate in Project Management · (2008 - 2009)

University of Alabama at Birmingham engineering · (1981 - 1984)

PLANNING & ZONING COMMISSION

	Name		Term Expiration
R	Miello, Matthew 12 Cardinal Lane Gales Ferry, Connecticut 06335		10/31/2026
D	Wood Marcelle (Marty) 11 South Glenwoods Road Gales Ferry, Connecticut 06335		10/31/2027
U	Ribe, Beth 129 Rose Hill Road Ledyard, Connecticut 06339		10/31/2027
U	Craig, Howard 64 Stoddards View Gales Ferry, Connecticut 06335		10/31/2025
D	Harwood, James 10 Eska Drive Ledyard, Connecticut 06339		12/31/2026
ALTE	ERNATES		
D	Spaziani, Rhonda 9 Sunset Road Gales Ferry, Connecticut 06335		10/31/2026
U	Woody, Nathaniel 770 Long Cove Road Gales Ferry, Connecticut 06339		12/31/2026
D	Vacant (Harwood, James)		12/31/2025
Town	Council Appointment	3 Year Term	5 Reg. Members 3 Alt. Members
Eric T 10 Hu Ledya	g Citation Officer Treaster Intington Way Introduction Connecticut 06339 Intington Way Introduction of the base o	Blight Enforcement Officer Eric Treaster	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2