



TOWN OF LEDYARD CONNECTICUT

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

Town Council ~ AGENDA ~

Chairman Kevin J.
Dombrowski

Regular Meeting

Wednesday, July 26, 2023

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/87927229703?pwd=dklmT3F1RGY5RThVanI1WHNndUEyUT09>

Audio Only: Telephone: +1 646 558 8656; Meeting ID: 879 2722 9703 0; Passcode: 059475

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PRESENTATIONS
- V. RESIDENT & PROPERTY OWNERS (COMMENTS LIMITED TO THREE (3) MINUTES)
- VI. COMMITTEE COMMISSION AND BOARD REPORTS
- VII. COMMENTS OF TOWN COUNCILORS
- VIII. REVIEW AND APPROVAL OF MINUTES

MOTION to approve the following:

- Public Hearing Minutes of June 28, 2023
- Regular Meeting Minutes of June 28, 2023

Attachments: [PUB HEAR-MIN-2023-06-28-NAA PROJECTS-HABITAT FOR HUMANITY PROJECT .pdf](#)
[TC-MIN-2023-06-28.pdf](#)

- IX. COMMUNICATIONS

Communications List - July 26, 2023

Attachments: [C-LIST-2023-07-26.pdf](#)[Diaz-Rodriguez -email thread-Patriot Front Signs-2023-07-03.pdf](#)[8-24-Referral Land transfer to Avalonia -Planning & Zoning](#)[Ltr-2023-07-03.pdf](#)[K. LAMB APPLICAITON-HISTORIC-2023-07-09.pdf](#)[Appoint Ltr Treaster Blight Citation Hearing Officer-2023-07-26.pdf](#)[Disband Nusring Board Letters 2023-07-19.pdf](#)[ACTION LTR- TOWN COUNCIL MTG-2023-06-28.pdf](#)[Appoint Ltr-Boyd-Housing Authoirty-2023-06-29.pdf](#)[Appoint Ltr-Brawner-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Cobb-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-Crocker--Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-DeGaetano-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-DiRico-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-Dombrowski-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Finegani-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-Gallagher-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-Hardingi-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-Jones-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Kelley-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Kenti-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-Lamb-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Ribe-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Ryan-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Saums-Budget Review Committee-2023-06-29.pdf](#)[Appoint Ltr-Sokolski-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Appoint Ltr-Winslow-Parks-Recreation-Senior Citizens Commission-](#)[-2023-06-29.pdf](#)[Budget Review Cmt-Thank you -Graber-2023-06-29.pdf](#)[Diaz-Rodriguez -email thread-Patriot Front Signs-2023-07-03.pdf](#)[Disband- Parks & Recreation Commission-Bransford-2023-06-.pdf](#)[Disband- Parks & Recreation Commission-Buhle-2023-06-.pdf](#)[Disband- Parks & Recreation Commission-Cobb-2023-06-.pdf](#)[Disband- Parks & Recreation Commission-DiRico-2023-06-.pdf](#)[Disband- Parks & Recreation Commission-English-2023-06-.pdf](#)[Disband- Parks & Recreation Commission-Finegan-2023-06-.pdf](#)[Disband- Parks & Recreation Commission-Gallagher-2023-06-.pdf](#)

[Disband- Parks & Recreation Commission-Kent-2023-06-.pdf](#)
[Disband- Parks & Recreation Commission-Olsen-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Brown-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Crocker-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Harding-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Millde-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Schneider-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Sokolski-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Thomas-2023-06-.pdf](#)
[Disband- Senior Citizens Commission-Winslow-2023-06-29pdf.pdf](#)
[Liaison Assignment-Rodriguez-Parks-Recreation-Senior Citizens-2023-06-29.pdf](#)
[Thank you-Budget Review Committee-Graber-Not Selected-2023-06-29.pdf](#)
[Thank you-Budget Review Committee-Buhle-Not Selected-2023-06-29.pdf](#)

X. REFERALS

XI. COUNCIL SUB COMMITTEE, LIAISON REPORTS

1. Administration Committee
2. Community Relations Committee
3. Finance Committee
4. Land Use/Planning/Public Works Committee

Liaison Reports

5. Water Pollution Control Authority

XII. REPORT OF THE MAYOR

REPORT OF THE MAYOR:

Attachments: [Mayors Report 7-26-23.docx](#)

XIII. OLD BUSINESS

XIV. NEW BUSINESS

Finance Committee

1. MOTION to transfer up-to \$21,027.00 from Police Capital Vehicle Account 21020101-57510 to Police Capital New Equipment Account 21020101-57300 to allow for the purchase of new Glock 9mm Handguns for Ledyard Police Department.

Attachments: [Witmer Public Safety Quote for Glock Pistols](#)
[LPD Firearms Training Unit 9mm Upgrade](#)

2. MOTION to transfer up to \$8,863.00 from Police Capital Vehicle Account 21020101-57510 to Police Capital New Equipment Account 21020101-57300 to allow for the replacement of critical accident investigation and reconstruction equipment for Ledyard Police Department.

Attachments: [Laser Tech Quote June 2023](#)
[Contract 19PSX0094](#)

3. MOTION to appropriate \$298,211 to Account #21020401-57300-G0015 (Admin Emerg. Services - New Equipment - Misc. Grants).

In addition, authorize the expenditure of up to \$298,211 for purchase of new radio equipment for the fire departments. ..end

Attachments: [J & S RADIO SALES.-GALES FERRY FIRE DEPTpdf.pdf](#)
[J & S RADIO SALES.pdf](#)

4. MOTION to authorize the Mayor to enter into a Real Estate Listing Agreement for the sale of the single family house located at 332 Colonel Ledyard Highway.

Attachments: [332 & 334 COLONEL LEDYARD HWY-SURVEYS-2023-06-01.jpg](#)
[8-24-Referral Land transfer to Avalonia -Planning & Zoning](#)
[Ltr-2023-07-03.docx](#)
[332 Col Ledyard Listing Contract- UNSIGNED](#)
[PUB HEAR-MIN-2018-01-10-LEASE 332 COLONEL LEDYARD HWY](#)
[.pdf](#)
[TC-MIN-2018-01-10.doc](#)

General Business

5. Discuss Work Session Items as time permits.

XV. 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.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1853

Agenda Date: 7/26/2023

Agenda #:

MINUTES

Minutes:

MOTION to approve the following:

- Public Hearing Minutes of June 28, 2023
- Regular Meeting Minutes of June 28, 2023



TOWN OF LEDYARD

CONNECTICUT
TOWN COUNCIL

Chairman Kevin J. Dombrowski

MINUTES
PUBLIC HEARING
LEDYARD TOWN COUNCIL
HYBRID FORMAT
VIDEO CONFERENCE VIA ZOOM

PUBLIC HEARING

6:30 PM, JUNE 28, 2023

DRAFT

- I. CALL TO ORDER – Chairman Dombrowski called to order the Public Hearing at 6:30 p.m. in the Council Chambers regarding the Neighborhood Assistance Act (NAA) Program regarding the Habitat for Humanity Project for the full rehabilitation of a single-family split-level home at 42 Laurel Leaf Drive in Gales Ferry.

Chairman Dombrowski welcomed all to tonight's Hybrid Public Hearing. He stated for the members of the Public who were participating via video conference that remote meeting information was available on the Agenda that was posted on the Town's Website - ICompass Meeting Portal.

- II. PROCEDURE OF THE PUBLIC HEARING

- III. CALL OF THE PUBLIC HEARING

The following call of the Public Hearing was read by Town Council Administrative Assistant Roxanne M. Maher:

LEGAL NOTICE TOWN OF LEDYARD

NOTICE OF PUBLIC HEARING

The Ledyard Town Council will conduct a Hybrid Format Public Hearing
(In-Person & Video Conference)
on Wednesday, June 28, 2023 at 6:30 p.m.
to receive comments/recommendations regarding the following:

For Neighborhood Assistance Act (NAA) tax credits eligibility - Habitat for Humanity of Eastern Connecticut request to support a full rehabilitation of a single-family split-level home located at 42 Laurel Leaf Drive, Gales Ferry, CT. Total cost \$143,752.08 with \$20,000 requested in accordance with Neighborhood Assistance Act (NAA) eligibility.

Form NA-01 2023 Connecticut Neighborhood Assistance Act (NAA) Program
Proposals is available in the Town Clerk's Office.

Please join the Public Hearing in-person or remotely as follows:

In-person attendance will be at the
Council Chambers, Town Hall Annex Building
741 Colonel Ledyard Highway, Ledyard, Connecticut

Please join the video conference meeting from your computer, tablet, or smartphone at:
<https://us06web.zoom.us/j/88564941941?pwd=c1l4aEQ0T3J5NkRvUzllY2tGVytyQT09>
or by audio only dial: +1 646 558 8656 Meeting ID: 885 6494 1941; Passcode: 343048

At this hearing interested persons may appear and be heard and written communications
will be accepted at towncouncil@ledyardct.org.

Dated at Ledyard, Connecticut this 15th day of June, 2023.

For the Ledyard Town Council
s/s Kevin J. Dombrowski, Chairman

Please Publish on Monday, June 19, 2023

IV. PRESENTATION OF THE PROPOSED NAA PROJECTS:

Mayor Allyn, III, provided some background explaining that the State Department of Revenue Services in conjunction with large corporations developed the Neighborhood Assistance Act (NAA) which provided tax credits to businesses that make donations to nonprofits for projects approved by their local governments. The NAA was not a grant program, it was a "corporation donation" initiative in which corporations could partner with non-profit organizations to sponsor or make donations toward an approved project for which they would receive a tax credit.

Mayor Allyn went on to explain in accordance with CGS for non-profit organizations to be eligible for the NAA program the Town Council must hold a public hearing and approve the project. He stated that the entire project could be fully sponsored/funded by donations from corporations and business or a just a portion of the project could be sponsored by corporations and business. He stated endorsing the project would not commit any funding from the town, and he noted that this was not a grant program.

Ms. Bernadette Drennen, Habitat for Humanity Representative, thanked the Town Council for considering Habitat for Humanity's request this evening to support their initiative to be eligible for the Neighborhood Assistance Act Program. She stated Habitat of Humanity of Eastern Connecticut worked in partnership with families to provide support throughout the home ownership process. She provided some background stating that Habitat for Humanity received of a single-family split-level home at 42 Laurel Leaf Drive in Gales Ferry as a donation, noting that it required a full rehabilitation to be habitable. She noted the home was approximately 1,000 square feet and had three bedrooms and 1.5 bathrooms.

Councilor Saums stated Habitat for Humanity was a great program; and the Neighborhood Assistance Act was a great program. He noted as Mayor Allyn stated, this was not a grant program, explaining that corporations provided the funding for the Neighborhood Assistance Act. He stated Habitat for Humanity have done a number of homes in Ledyard. He stated for the Laurel Leaf Drive home that the project would be a complete renovation of the home. He stated the family that would be assigned to the home would be participating in the renovation project.

V. PUBLIC COMMENT – None.

VI. ADJOURNMENT

Hearing no further public comment, Chairman Dombrowski adjourned the public hearing at 6:34 p.m.

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

I, Kevin J. Dombrowski, Chairman of the Ledyard Town Council,
hereby certify that the above and foregoing is a true and correct
copy of the minutes of the Public Hearing held on June 28, 2023.

Attest:_____
Kevin J. Dombrowski, Chairman



TOWN OF LEDYARD

CONNECTICUT
TOWN COUNCIL

Chairman Kevin J. Dombrowski

MINUTES
LEDARD TOWN COUNCIL – REGULAR MEETING
WEDNESDAY, JUNE 28, 2023; 7:00 PM
HYBRID FORMAT
VIDEO CONFERENCE VIA ZOOM

DRAFT

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

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

- II. PLEDGE OF ALLEGIANCE

- III. ROLL CALL –

Attendee Name	Title	Status	Location
Kevin Dombrowski	Town Councilor	Present	In-Person
Andra Ingalls	Town Councilor	Present	In-Person
Whit Irwin	Town Councilor	Present	In-Person
John Marshall	Town Councilor	Excused	
Mary McGrattan	Town Councilor	Present	In-Person
Gary Paul	Town Councilor	Excused	
S. Naomi Rodriguez	Town Councilor	Present	In-Person
Timothy Ryan	Town Councilor	Present	Remote
William Saums	Town Councilor	Present	In-Person

- IV. INFORMATIONAL ITEMS/PRESENTATIONS – None.

- V. RESIDENTS AND PROPERTY OWNERS

Mr. Chris Glacken, 5 Allyn Lane, Gales Ferry, addressed propaganda signs from the Organization Patriot Front that were found on utility poles along Route 12 in Gales Ferry on Monday, June 26, 2023. He stated today, signs were spotted on utility poles along Route 12 in Preston and in Waterford and in other Connecticut towns. He provided some background regarding the Patriot Front noting the group was an off-shoot of Vanguard America who participated in the Unite the Right in Charlottesville, Virginia. He stated according to the Antidefamation League that Patriot Front was a white supremacist group whose members maintain that their ancestors conquered America and bequeathed it to them and no one else. He stated the Group published a manifesto containing the following:

“Those of foreign birth may occupy civil status within the lands occupied by the state, and they may even be dutiful citizens, yet they may not be American. Membership within the American nation is inherited through blood, not ink. Even those born in America may yet be foreign...Nationhood cannot be bestowed upon those who are not of the founding stock of our people, and those who do not share the common spirit that permeates our greater civilization, and the European diaspora...In order to survive as a culture, a heritage, and a way of being, our nation must learn that its collective interests are fighting against its collective threats of replacement and enslavement...The damage done to this nation and its people will not be fixed if every issue requires the approval and blessing from the dysfunctional American democratic system. Democracy has failed in this once great nation.”

Mr. Glacken stated the Patriot Front’s manifesto was quite extensive and he read the following two paragraphs:

“When our pre-Columbian forefathers left their European homes, they found a savage continent. They held a variety of purpose, yet against the harsh life on the frontier and the common enemy in the strange and unexplored reaches of America yet to be touched by civilization, they found a common cause and a common identity as Americans. From the varied nations and cultures of Europe a new nation was forged in the flames of conquest. E Pluribus Unum was the new creed that bound our people together with their pan-European identity as Americans. To be an American is to be a descendant of conquerors, pioneers, visionaries, and explorers. This unique identity was given to us by our ancestors, and this national spirit remains firmly rooted in our blood.

Our mission is a hard reset on the nation we see today— a return to the traditions and virtues of our forefathers. The same spirit that urged our ancestors onward to create this nation will once again be brought to light, and a new America will be built within its current dilapidated, shameful iteration. Generation after generation lived in war and strife so that their descendants may know peace. It was their duty to give their lives in such a way. The torch is now passed to our generation, and it is our duty to make their sacrifices mean something.”

Mr. Glacken stated these excerpts from the Patriot Front Manifesto was disturbing rhetoric that he hoped the leadership in this community does not support. He stated as a member of the United States Military he does not support this. He stated although there were many people who say that they do not have these kinds of issues in Ledyard, that he would like highlight a few things he has observed or experienced over the last two-years as follows:

- Ledyard High School Girls Basketball game, February 5, 2022 – Mr. Glacken questioned how many town leaders came out to support the Girls Basketball Team after the disgusting interaction that occurred by the parents of the Colchester team. He stated there were a few town leaders here tonight that came out, however, he stated there were many that did not.
- Counter to Social Justice – Mr. Glacken stated one member of this Town Council suggested the counter to social justice and that this should be part of the training for school staff. He stated that he has yet to see that proposal or what it contained. He stated he did not know why they would want to counter social justice.
- Seeking Election to Town Council - Mr. Glacken stated while he was away on deployment his wife, Nicole Cruz-Glacken, ran to serve on the Town Council; and a current member of the Youth and Social Services Board labeled his wife a cop hater. He stated he was active duty military and he had a 21-year old son who was serving in the United States Army and was currently overseas. He stated because his wife dared to say “*Maybe we should rethink the way were police funded and how we spend our money*” she had a target put on her back. He stated he was not happy about that, noting that it was hard enough to run a family while a member was deployed, much less have hateful rhetoric as he described posted on the “Back the Blue” website, which was supposed to be non-political.
- Social Media Forum Postings – Mr. Glacken stated he was called a “*White Devil*” and his wife was called a “*Terrorist*” on social media forums, including the Republican Town Committee homepage. He stated when he asked if they would take down this rhetoric, the Social Media Administrator’s replied with the posting of the definitions of what a White Devil and Terrorist was, and implying that the shoe fits, wear-it.
- Candidate Nominations – Mr. Glacken stated a member of the community who was nominated to be appointed to the Planning & Zoning Commission, had postings on his webpage of Muslim Skull Crusher and Illegal Alien Hunter, etc. However, he stated no one researched the background of the individual. He stated although the individual’s nomination was withdrawn; and he was not appointed to serve on the Planning & Zoning Commission, that he also applied to serve as a volunteer on the Ledyard Fire Department.

Mr. Glacken stated the reason he was bringing all of these issues to the Town Council was because it is an issue, it’s a nationwide issue, it’s a Connecticut issue, it’s a Ledyard issue and leaders cannot be quiet about it. He stated we have to be forceful in opposing this stuff. He

concluded his comments by stating that it was imperative that we send a unified message that this rhetoric would not be tolerated in Ledyard. He thanked the Town Council for their time.

Chairman Dombrowski thanked Mr. Glacken for his comments.

Ms. Nicole Cruz-Glacken, 5 Allyn Lane, Gales Ferry, presented two Patriot Front signs that were posted on Route 12, Gales Ferry near the border of Ledyard and Preston, which was not far from where she and her family lived. She questioned whether it mattered when people who looked like her did not feel safe in a community. She stated when she took the signs down, while her children were in the car, that she thought about opportunity; and the opportunities that have and have not been taken this community. She noted the opportunity to show up for our children when they were telling us with their words and their experiences; the opportunity to show up for our girls when there was maybe a slight chance that they were called the “N” word; the opportunity to denounce the real threat for people who looked like her to live under when they dared to challenge the status quo; and when the official and unofficial network comes together to put a target on their back. She stated that she knew the picture was there because it was on her social media page, because she believed in Black Liberation; and she truly believed in Liberty and Justice for All; which was why she would stand when she saw leaders, in her community making that ring true for all of us. She stated that she did not propose Social Justice to start a fight. She stated she proposed Social Justice because some of us would have a mythical idea of who they would be in the 1960 and during the Civil Rights Movement. However, she stated they no longer need to have that amount of imagination because it was the year 2023 and she was living up the road from where the Patriot Front signs were posted; and the signs keep getting put up. She stated when she was running to serve on the Town Council, even though she may have been an opponent, and they say never say never, but that she would hope that she never and she has not done anything put anyone’s life in danger. She stated while her husband was deployed, defending peoples right to say “*Freedom of Speech*” and when they use hatred and ill, and in the box thinking; instead of breaking the box and burning it. She stated she took a chance on herself, she took a chance on her community, because although we sometimes do have opposing points of view, they happen to be never more disrespectful and demeaning when they talk about people of color, and their competency, and their experience. She stated she did not have Town Council experience, but she had life experience. She stated she has been a mother since she was seventeen, she had three more children since that she birthed and raised while her husband was here, there, and everywhere in-between, because that was a true patriot. She stated for all the accolades people will speak out of their mouths, that for people like her, the wives like her, the mothers like her, that sometimes she did not get the respect that she deserved unless she was with her husband, and sometimes she did not get it then, because those are the people that were angry that they were together in the first place. She stated that she knew that and that she did not need anybody to tell her if it was true or not, especially if you have no idea. She stated she thought she had expressed clearly before, but she did not think anyone had any idea about how she felt, when she saw her picture on the social media site, calling her a Cop Hater, when she was at home preparing her son to serve in this nation. So nobody could defend her because she did not stand for a Pledge. Being called a Terrorist, she stated as a woman of color, here in this predominantly white town, and then hiding it under Free Speech. She stated that she worried for her safety because she was a candidate for the Town Council and she was out knocking on doors to speak to the people of Ledyard, whether they agreed with her, or not. She stated knew her heart and she knew what she said to be true, and she believed in God and in a higher power, and she reads the Quran, and she reads the Bible and the Torah, because she was not going to box herself in. She stated when you have things like that explained away, people like herself absolutely have to reserve the right to show up and demand from their government that you do better. Do something, say something, show up, have enough humility to apologize sometimes. She stated she worked her but off for this town knocking on those doors, not for the seat, not for the clout, but for the culture, not for the vote, but for the people. She stated she knocked on doors while her husband was gone, and while she prepared her son to join the Army, not knowing he would get stationed overseas. Not knowing if people, or children that go to school with her children, might have heard something about her and then say something to her kids. She stated is a possibility, and we all know this. She stated she worked hard, harder than she thought anybody here could imagine, because she did not have the experience, she did not have the legacy, and she did not come from here, and she was an outsider, and her father was Muslim,

noting he passed away in February, 2023. She stated before that she was diagnosed with depression and anxiety, with her main diagnosis being Post Traumatic Stress Disorder (PTSD). She stated now she lived across the street from a construction site where the workers like to talk about “*Sand Niggers*”; she stated she was only saying that word because if she had to hear so do you, and that she knew that it did not hit them the same way it hit her. She stated it made her feel like “*What did she need to do to put herself in a position to be protected*”. She stated questioned when she had to call the Ledyard Police Department because she did not feel safe sitting on her own porch, whether the character of the town matter then. She stated it could not only matter because they did not want to look bad; she stated it was about doing the right thing. It was about walking that walk that people talk about; it was about having a little humility and humbling yourself; and working together for the greater good, instead of circulating a picture to ask if I agreed with sentiments, because it said “*Blue Lives*” . She stated they do not see “*Black Lives*” and we do not see “*White Lives*” and we do not see “*Brown Lives*” and we do not see “*Yellow Lives*”; because color does not exist right?; until you have something to say about “*Blue Lives*”; and that it always seemed to be that way, unfortunately. She stated that she did not need to know what it would feel like to live in 1965; and she did not need to ask herself to imagine what she would do, because she was here. She stated that they now all have the opportunity to do the right thing.....Do the right thing. She stated people want to be politicians, which was fine, she was not a politician, she stated she was an activist, she was grassroots. She stated *Power to the People* meant all of them, and the ones that were hurting the most, and the ones who have been marginalized in this country, where some other people, who may not be responsible for it, but they perpetuate it by the language they use, by calling something so threatening a *misstep*, by questioning the competency of educators of color. She stated she worked for Ledyard Public Schools, she has helped children, she has nurtured children. She stated the children got love from her at school that she knew they were not getting at home. She stated if she could, that she would open her door to all of the children, but that she had to have balance, because she had a family to take care of, even in the midst of all this nonsense. She stated you people were not heartless, a lot of us were caught up in a lot of mess; and that it was difficult to do something different. She stated in the last few months of her life things have been very different; and she picked herself up and kept pushing. She stated in the words of Lauren Hill, “*she got her feet beneath her and she got her hands beneath her.*” Thank you,

Chairman Dombrowski thanked Ms. Cruz-Glacken for her comments.

Ms. Nina Diaz, 1546 Route 12, Gales Ferry, commented on the signs from a White Supremacist group that were found on utility poles along Route 12 in Gales Ferry and were taken down today. She stated today was not the first day the signs were taken down. She stated yesterday at 6:15 a.m. the signs were not up when she left her home to bring her daughter the Childrens Hospital in Farmington; and that the signs were not up and when she returned to Gales Ferry at 11:00 a.m. However, she stated today the signs were back up, noting in a very short-time the signs went up, the signs came down, and then the signs went back up again first thing this morning. She stated the signs that were removed yesterday were brought to the Ledyard Police Department, noting that the Ledyard Police Department had to be educated on who Patriot Font was. She stated the person who was putting the signs up was someone in or near their community. She stated this was something that they have been speaking about for years; but that they feel like they were yelling at a brick wall. She stated there was a very real problem here in Ledyard. She stated as Ms. Cruz-Glacken stated, it was time for their leadership to speak-up and educate themselves if they were not familiar, and to understand why they were passionate about these topics. She stated the fight is real, noting that it may not affect anyone sitting at the dais this evening, however, she stated every day it affected people like Ms. Cruz-Glacken, and her husband, and her children. She rhetorically questioned whether Ms. Cruz-Glacken was supposed to feel safe in our community or was she supposed to leave as was posted on the Republican Town Committee’s social media page, noting that was the message they get from their community, when they raised these issues. She asked that the town’s leadership education themselves and to start speaking up, because not all of the community believed in this.

Chairman Dombrowski thanked Ms. Diaz for her comments.

IV. COMMITTEE COMMISSION AND BOARD REPORTS – None.

VI. COMMENTS OF TOWN COUNCILORS

Councilor Rodriguez stated yesterday a Ledyard resident discovered and removed four signs belonging to a known white supremacist group that appeared along Route 12, Route 214 in Ledyard, Preston, and in Waterford. The signs belong to a group known for this kind of activity and we thank the resident for photographing and removing them. This group, and others like it, have no place here in Ledyard. She stated signs such as these do not in any way reflect Ledyard and its values, and we condemn them in the strongest possible terms. She stated that there was no information about who placed the signs there, but the resident has notified the appropriate authorities, including Ledyard Police Department, State Legislators, Anti-Defamation League (ADL) Connecticut Chapter and the National Association for the Advancement of Colored People (NAACP) so that they may investigate. She stated that this was not the first time Ledyard has seen this kind of imagery. She noted in the spring of 2020, there were several instances of hateful imagery in the town. She stated it was not okay then, and it is not okay now. She stated residents who see signs like these were encouraged to notify the Ledyard Police Department with any information. Thank you.

Councilor Saums stated that he echoed Councilor Rodriguez's comments, noting that it was well said. He stated notifying the Police was the right thing to do in this situation. He stated it was his personal intention to do the same thing if he saw signs like the ones presented this evening, noting that he would take the signs down, notify the Police, and that he hoped that he could catch someone who was putting up the signs. He stated he did a little research on the Patriot Front Group, noting that as of 2021 they had 200-300 members in the entire country. He stated they were started by a teenager noting that they were fringe element. He stated that he agreed that this small number of people do not represent this Town, they do not represent the values of this State, or this Nation, and that they certainly do not represent democracy.

Councilor Ingalls stated that she concurred with the Councilors comments.

Chairman Dombrowski stated he echoed Councilor Rodriguez's and Councilor Saums' comments. He stated as he has stated in past when previous incidents occurred in town, and that he believed that he could speak for the entire Town Council, in that they abhor discrimination. He stated they do not stand behind and they do not support the actions that have occurred. He stated as Councilor Saums stated, if they saw this type of discrimination that they would call it out. Unfortunately, he stated other than reporting these incidents to the Police that he did not know what else they could do. He stated that they could sit here all day long and say that they do not support white supremacist groups and that they do not support discrimination, and that Ledyard stands united in standing against white supremacist groups. He commented on the importance not to give these types of white supremacist groups any recognition.

Ms. Ann Holland, 824 Colonel Ledyard Highway, Ledyard, interjected stating that they could not ignore it. Chairman Dombrowski stated that he did not say that they should ignore the activity. He stated that they should not give these types of white supremacist groups and discrimination activities any advertisement/recognition. Ms. Holland asked Chairman Dombrowski to answer the question "*What were they going to do about it; What can they do to prevent it*". Chairman Dombrowski stated the floor was not open for public comment, noting that the Town Council was speaking at this time. Ms. Holland asked Chairman Dombrowski to answer the question. Chairman Dombrowski stated that he did not know what they could do to prevent it. Ms. Holland stated it was meaningless, and that they should educate themselves. Chairman Dombrowski used the gavel and called a *Point of Order*. Ms. Diaz stated there were people in this room that had Post Traumatic Stress Disorder (PTSD).

Ms. Cruz-Glacken and Ms. Holland left the meeting at 7:25 p.m.

Councilor Rodriguez stated this small Patriots First group has been wreaking havoc in Middletown, noting that they were trying to get their footing in Connecticut. She stated in Middletown the Police Department was taking a strong fight against it. She stated in 2020

that both she and her son saw an incident that was heartbreaking. She stated the first thing she did was to call Ledyard Police Chief John Rich; who then called the State. She stated they did their best, and the incident was removed. She recommended when “*Someone sees Something to Say Something*” and to let the Police Department know. She stated that it hurts.

Councilor Ryan stated Councilor Rodriguez’s comments were well said, specifically noting that “*If you See Something, Say Something*”. He noted this was also something that was said in the workplace as well; and that they should be encouraging residents to do the same. He noted as other Councilors have said; discrimination of any group has no home in Ledyard. He stated if residents see something they should say something as they did in this case, noting that it was brought to the proper authorities, and education took place. He thanked the residents for bringing the matter to their attention.

Mr. Glacken asked if he could have another thirty seconds. Chairman Dombrowski replied “No”.

Mr. Glacken and Ms. Diaz left the meeting at 7:27 p.m.

VII. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

MOTION to approve the following Minutes:
Special Meeting Minutes of June 14, 2023
Regular Meeting Minutes June 14, 2023
Moved by Councilor Irwin, seconded by Councilor McGrattan
7– 0 Approved and so declared

VOTE:

IX. COMMUNICATIONS

Chairman Dombrowski stated a Communications List has been provided. He noted the referrals listed.

X. COUNCIL SUB COMMITTEE, LIAISON REPORTS

Administration Committee

Councilor Ingalls stated the Administration Committee met earlier this evening to address appointments to the Committee to Review the Budget Process. She noted that the Committee had a number of Job Descriptions and other appointments on tonight’s agenda.

Community Relations Committee

Councilor Saums stated the Community Relations Committee met on June 21, 2023, and that the Committee was looking forward to their first Public Informational Booth for this summer that would be held at the July 19, 2023 Farmers Market. He stated they would be highlighting ***Mental Health Awareness*** and services that were available for those in-need. He stated the they would be joined by the following Organizations: Brian Dagle Healing Hearts Foundation; and would be providing information regarding Home heating fuel through Thames Valley Council for Community Action (TVCCA) and other assistance programs such as: Utilities – Electric/Water Assistance; Homeowners Assistance program that provided no interest loans to help people replace their furnace, roof or septic system, etc.; Home meal delivery available for those who cannot get out to grocery shop through Thames Valley Council for Community Action (TVCCA); The Linda C. Davis Food Pantry located in Ledyard Center; United Way located in Gales Ferry was a great resource. He stated they would also be joined once again by the Police Department who would be providing information regarding the “*Green and/or Blue Envelope*” for drivers with Autism or Hearing Impaired; and SERAC. He provided some background noting that SERAC was a non-profit organization located in Norwich that served 41 communities in Eastern Connecticut, noting that they provide programs and services to reduce the impact of substance abuse, problem gambling, and mental health challenges. He stated that the Community looked forward to engaging the community and hoped that everyone could join them. He reminded residents to mark their calendars for the following Informational Booths scheduled for: ***August 30, 2023 - Library Services*** - Councilor Saums they would be providing information regarding the services the Library offered. He stated at the closing of the Farmers Market the Library

would host an Library Open House and give a short presentation; ***September 19, 2023-Hometown Heroes- First Responder*** – Councilor Saums stated that representatives and information from both the Ledyard Center Fire Department and the Gales Ferry Fire Department and how residents could volunteer, along with Law Enforcement Careers. He stated the Committee was also planning to have information available to residents about how they could volunteer and get involved in the town's committee/commissions/boards with a list of current openings and how the process worked. He thanked Administrative Assistant Roxanne Maher for creating the handout regarding the appointing authority for each of the town's committees, and how to apply on-line, etc. Councilor Saums stated that the Committee also discussed joining the newly combined Parks, Recreation, and Senior Citizens Commission for an Informal Conversation at the Park on East Drive (Christy Hill Park) as a follow-up to the Conversation they began with residents last summer (July 20, 2022). He stated that they have also been discussing the possibility to tour the many recreational parks in Ledyard and Gales Ferry.

Finance Committee

Councilor Saums stated the Finance Committee met on June 21, 2023 and he noted in addition to the items on tonight's Agenda that the Committee also discussed the following: (1) Year-to-Date Budget - Councilor Saums stated that Finance Director Matthew Bonin reported on the following: (a) Expenses - Year-to-Date Expenses were running at about the same rate he has been reporting throughout the year, noting that Specially Approved Counsel (due to multiple land use issues), Utilities, and Dispatch Salaries have come in higher than budgeted; (b) Revenues - State Revenue was expected to come in higher than projected; Interest Income was expected to come in near the half million mark, all because of a change in accounts and the interest rate on deposits requested by the Finance Department; (2) Opioid Settlement Funding - The Committee discussed the Ledyard Prevention Coalition's \$40,000 Opioid Settlement proposal with Senior Program Health Coordinator Kerensa Mansfield. The Committee asked questions about the details of the proposal, including line items for staff wages, and Narcan expenses, but made no decisions; (3) Nip Bottle Surcharge Revenues - The Committee continued to discuss ways to invest/use the funding the town received from the Solid Waste (nip surcharge revenues) Reimbursement Program. Councilor Saums stated the Committee expanded on the idea of offering local non-profit organizations the opportunity to collect nip bottles in return for cash, using two-gallon Ziplock bags as the method for counting the bottles collected. Councilor Saums explained that Organizations would purchase the bags on their own and receive a payment for every Ziplock bag full of nip bottles that they collected. He stated partially full bags and items other than nip bottles would be disqualified. The program could start once the roadside vegetation has died back from the frost, with the potential support from the Ledyard Beautification Committee that Councilor Ingalls (Beautification Committee Liaison) has been bringing along thru this planning process.

Land Use/Planning/Public Works Committee

Chairman Dombrowski stated the LUPPW Committee has not met since their last Town Council meeting. He noted their meeting scheduled for Monday, July 3, 2023 would be cancelled.

Senior Citizens Commission

Councilor Rodriguez stated the Senior Citizens Commission met earlier today. She reported the following: (1) American Rescue Plan Act (ARPA) Funding – The Senior Citizens Center used \$5,000 for the installation of automatic door openers for the bathrooms; and they were happy with how they operated; (2) Heating Ventilation and Air Conditioning (HVAC) – The HVAC work has been completed and the Senior Citizens were grateful for the air conditioning; (3) Senior Citizens Van – The Senior Citizens would like to use the Van to take Seniors to the Farmers' Market on Wednesday afternoons from 4:00 p.m. – 5:00 p.m.; (4) Liaison for new Combined Parks, Recreation, and Senior Citizens Commission – Councilor Rodriguez stated the Commission would like to know who their Town Council Liaison would be. Councilor Rodriguez stated that this would be her final report for the Senior Citizens Commission.

Water Pollution Control Authority

Councilor Saums stated the WPCA met on June 27, 2023 and discussed the following: (1) Ledyard Center Water Storage Tank - The painting of the top of the Ledyard Center Water Storage Tank has not yet begun, and the painter has not responded to repeated attempts to contact them. Groton Utilities would notify the painter that they were in default, and then

look for replacement contractor. Councilor Saums suggested Mayor Allyn, III, keep an eye on this matter; (2) Holmberg Water Storage Tank - The Holmberg tank needed to be re-inspected; (3) Thames River interconnection - Groton Utilities would be replacing the meter on the Thames River interconnection at no cost to Ledyard; (4) Wastewater Treatment Sewer Pump – Councilor Saums noted as previously reported, the Smith and Loveless above ground skid mounted sewer pump was installed and running, and the old pit could be retired. He noted in using the old pit that the Fire Department would be on stand-by in case the pit collapsed. Photos were provided; (5) Multi-Model Trail – An Agreement has been reached by all parties on the Design Plan for the Multi-Model Trail and work could proceed; (6) Baldwin Hill Home Well - The WPCA continued to evaluate options for a homeowner on Baldwin Hill Road whose well has run dry. One option was a new watermain from Route 12 to supply the homes along that road. The Town Planner was also involved in connection with a blasting permit requested for a nearby property; (7) Route 12 Chlorination Station - A formal request has been made and approved by Department of Public Health (DPH) to inactivate the chlorination station on Route 12 since more water passes through the system now than when it was built, which made the station unnecessary to its current or future operation; (8) Watermain Flushing - Flushing of watermain throughout town was complete; (9) WPCA Policy Manual – Councilor Saums stated the WPCA continued to work on the WPCA Policy Manual, and that they accepted the suggestion to combine the Customer Handbook with the Policy Manual; (10) Ledyard Center Water System – Groton Utilities was installing a system to measure free chlorine and pH, which contributes to Total Trihalomethanes (TTHM) concentration, and therefore, would help to monitor the water quality on the Ledyard Center system.

Councilor Ingalls questioned how long they have been talking about painting the Ledyard Center Water Storage Tank. Mayor Allyn, III, explained that a drone fly over was done and it was determined that only the top of the Water Storage Tank needed to be painted. He stated the painting of the Water Tank (spraying method) was supposed to begin in April as soon as the weather broke. However, he stated that the work has not been started. Councilor Ingalls stated that it seemed that they have been talking about painting the Ledyard Center Water Storage Tank for quite a while. Chairman Dombrowski stated they have been discussing the issue for years because they wanted to make sure funding was annually being put aside when the time came (15 – 18 years) to paint the Tank. Councilor McGrattan noted that she recalled when they floated the balloon in the area of where the Water Storage Tank was going to be located to determine the color of the tank.

Ledyard Housing Authority

Councilor McGrattan reported that the Housing Authority would be cancelling their Regular Meeting scheduled for Monday, July 3, 2023. However, she stated that they would be holding a Special Meeting on Thursday, July 6, 2023 at 5:00 p.m. where the residents would have an opportunity to question the Builders and the Development Team. She stated Residents have been asked to submit their questions in advance so that they Team would be able to respond to their questions.

Library Commission

Councilor McGrattan stated at their April 26, 2023 meeting the Town Council approved to accept and appropriate \$20,000 to Account #20250101-50000-G0015 (Library Grant Expense) that was received from *The American Library Association - Libraries Transforming Communities: Accessible Small and Rural Communities Grant* to purchase books, programming, and building improvements designed to serve individuals with disabilities. She stated in preparing to begin their work the Library scheduled two Community Conversations to explore how Library Services could best support individuals with disabilities as follows: Monday, July 24, 2023 at 6:30 p.m. at the Bill Library in-person and zoom video conference; and Tuesday, July 25, 2023 at 6:30 p.m. the Gales Ferry Library in-person only.

XI. MAYOR'S REPORT

Mayor Allyn, III, reported on the following: (1) Federal Emergency Management Agency (FEMA) Flood Map Municipal Update – Mayor Allyn stated he participated in the Flood Map Update. He explained in doing the map update that Laser Imaging Detecting and Ranging (LIDAR)

was used which enabled them to refine the true flood zones. He stated for Ledyard the areas for concern were primarily along the Thames River. He stated within the next two-three months FEMA would hold Public Information Sessions to present the Updated Flood Map noting that people would be able to see how the FEMA Flood Panel pertained to their property; (2) 332 Colonel Ledyard Highway – Mayor Allyn stated the house has been cleaned out and that the Planning & Zoning Commission would conduct an 8-24 Review at their June 29, 2023 meeting. He stated an interior cleaning would then be done. He stated he has obtained a Market Analysis for the Valuation of the property. He stated in late July, 2023 he would be requesting approval from the Town Council to list the property for sale, noting that it looked favorable as long as the housing market stayed where it was; (3) Avalonia Land Conservancy – Mayor Allyn stated Avalonia Land Conservancy was seeking to acquire two tracks of land in Ledyard. He stated he would be requesting the Town Council schedule an Executive Session to discuss negotiations for the real estate transaction; (4) Year-to-Date Financials – Mayor Allyn noted as Councilor Saums mentioned during this Finance Committee Report earlier this evening, the town's financials looked good. He stated June was the last month of the fiscal year; (5) National Opioid Settlement – Mayor Allyn stated to-date Ledyard has received \$53,113.19, noting that they would be receiving another \$9,119.95 after July 1, 2023. He stated for the next fifteen years Ledyard would receive an average \$13,859 annually. He noted the Plan the Finance Committee (June 21, 2023 meeting) was working on with Ledge Light Health District (Ledyard Prevention Coalition) and potential others partners, could be a long-term commitment; (6) Assistance to Firefighters Grant Program – Portable Radios \$284,000 (March 22, 2023) – Mayor Allyn stated Administrator of Emergency Services Steve Holyfield received a telephone call from Senator Murphy's Office informing him that Ledyard was approved to receive the Assistance to Firefighters \$284,000 Grant, which required a 5% local match (\$14,000 town commitment) to replace radio equipment. He stated the \$14,000 was included in the Capital Improvement Plan (CIP) for this initiative; (7) Gales Ferry Fire Company \$500,000 Grant – Mayor Allyn stated thanks to State Senator Cathy Osten, that the Gales Ferry Fire Company had a pending Grant Application in the amount of \$500,000 for the replacement of the Fire Station's roof, a Generator to support the full building, a Self-Contained Breathing Apparatus Compressor (SCBA \$85,000); and for the replacement of windows and doors. He noted their Grant Application would go before the State Bond Commission on June 30, 2023. He stated pending a positive result the grant application should be moving along. He noted that he informed Gales Ferry Fire Chief Tony Saccone that it would be a few months after the State Bond Commission's approval before the grant funding would be received; (8) GovDeals.Com Auction – Mayor Allyn stated the town would be auctioning some vehicles, power tools, etc. via the on-line auction site to close out the year; (9) Nuclear Safety Drill – August 23, 2023 – Mayor Allyn stated the Drill would be held at the Emergency Operations Center (EOC) located in the basement of the High School. He stated the Drill typically starts at 8:00 a.m. and ends around 1:00 p.m. He stated it would be a good Drill should any members of the Town Council be interested in attending; (10) Local Transportation Capital Improvement (LOTICIP) Grant – Mayor Allyn stated on June 20, 2023 he received a Notification Letter from the Department of Transportation (DOT) regarding the approval of Ledyard's LOTICIP Application. He explained although DOT completed their approval process that the Southeastern Connecticut Council of Governments (SCCOG) Executive Board would also be required to vote on a recommendation to approve the DOT's final approval, which was scheduled to take place at their July 5, 2023 meeting. He stated two weeks thereafter that Ledyard's LOTICIP Application would then go to the full SCCOG Board for approval; at which the Town could finally go out to bid for the project. He stated as much as he appreciated the LOTICIP Grant Funding that former Land Use Director Elizabeth Burdick was the Planning when they began the grant application process in June, 2019, noting that four-years later they still did not have a shovel in the ground; (11) Cyber Policy – Mayor Allyn stated MIS Director Justin Dube was working to have the multi-factor authentications, etc., and everything ready to put the Town's Cyber Policy in-place. He stated it was critical that they have these things in-place noting that Mr. Dube was doing an excellent job in terms of creating an essentially disconnected island that was backed-up by tape on a weekly basis. He stated should anything happen to their systems, the Town had would have the ability to recover everything; (12) Long Pond Watershed – Whitford Brook Informational Forum July 11, 2023 6:00 p.m. – 8:00 p.m. – Mayor Allyn stated that he along with Public Works Director/Town Engineer Steve Masalin, and WMC Consulting Engineers who was chosen for the project would be here in the Council Chambers to talk to residents about the replacement of the Lantern Hill Road-Whitford Brook Bridge, the drainage structures, and dams that were associated with Long

Pond; (13) Marketing Video – Economic Development Commission – Mayor Allyn stated thanks to the EDC and Commissioner Pete Hary the filming for the Town Marketing video was done today. He explained the \$7,000 of American Rescue Plan Act (ARPA) Funding that had been set-a-side to create the marketing video was not needed because the EDC was able to get the video 100% free noting it was paid for by town business that purchased advertising space on the video. He stated they visited commercial business, scenic parks, and other town locations to shoot the video. He stated the next step was to edit the video; (14) Road Paving Work - Thames View Pentway – Mayor Allyn stated the Pentway was completely rebuilt adding drainage coming down the hill to alleviate the drainage issues, etc. He stated the base coat was put down today and the topcoat was scheduled to go on tomorrow with the curbing. He stated the Pentway was challenging with its slope and hairpin turn, noting that the town would not take the Pentway into its Road Inventory. He stated although it was not yet July 1st, Public Works Director/Town Engineer Steve Masalin has been able to get nearly all the paving work he had scheduled for this year done. Therefore, he stated Mr. Masalin was now looking at the lowest Road Surface Rated (RSR) cul-de-sacs to see what they could get down with the funding available. He stated paving work on Whalehead Road and Long Cove Road were completed last week. He stated the town received a few resident complaints about the disruptions and ability to pass with 10–15-minute delays. However, he stated this was challenging to balance out, noting that while residents wanted to have their roads in good condition, that it involved some inconvenience with a 10-15-minute delay in-bound or out-bound while they were doing the road work. He stated that he tried to explain that to the residents asking that they try to build a little extra time into their schedule during the time the road work was being done.

Questions to the Mayor -

Chairman Dombrowski addressed the August 23, 2023 Nuclear Safety Drill noting in speaking with Director of Emergency Operations Jim Mann, that this would not be an evaluated Drill. He stated he has attended the Emergency Drills a number of times and he encouraged members of the Town Council to attend the August Nuclear Safety Drill. He stated the Drill was interesting and if both the Mayor and the Town Council Chairman were out of town that a Councilor may have to step-in. He noted that it would be good to observe and to be familiar with the Drill process. Mayor Allyn stated the FEMA Evaluator would be present to provide suggestions, etc., however, he stated that this would be a practice Drill and a learning opportunity.

Councilor Saums thanked Administrator of Emergency Services Steve Holyfield for his work to prepare and follow-thru on the Assistance to Firefighters Grant Program for Portable Radios \$284,000, noting that the Town Council authorized submitting the Grant Application at their March 22, 2023 meeting.

Councilor Saums went on to address the \$500,000 State Grant that Gales Ferry Fire Chief Tony Saccone prepared and applied for that the Mayor mentioned during his report (Item 7). He stated that Chief Saccone submitted the grant application to benefit both Fire Companies, however, only the Gales Ferry Fire Department receive the grant funding, noting that they did not know the reason both the Fire Departments did not received the grant funding.

Mayor Allyn also acknowledged Administrator of Emergency Services Steve Holyfield for his efforts to receive the Assistance to Firefighters Grant Funding to purchase Portable Radios for the Fire Departments. He stated that Mr. Holyfield had tried to obtain grant funding the year before; however, he learned that it was not approved because their Application did not include a large enough pool. Therefore, he stated Mr. Holyfield expanded the grant request to bring in radios for both the Fire Departments (Ledyard Center and Gales Ferry) and that he was successful in receiving the grant funding this year. He stated the new radios would be great improvement and would give them the ability to seamlessly communicate with every Fire Department that was involved with one of Ledyard's Emergency calls.

XII. OLD BUSINESS – None.

XI. NEW BUSINESS

Administration Committee

1. MOTION to approve an updated *Assistant Librarian I – Youth Services* Job Description as presented in the draft dated May 3, 2023.
Moved by Councilor Ingalls, seconded by Councilor McGrattan
Discussion: Councilor Ingalls provided an overview regarding the four Library Job Descriptions that were being considered this evening. She explained that the titles for three of Job Descriptions were being updated to provide clarification and to more accurately reflect the role of the positions. She noted that there were no major changes in the role and duties for the four Library job descriptions presented this evening, stating this update project was mainly to clarify the titles of the job descriptions and to clean-up the outdated language.

Councilor McGrattan noted that Library Director Jenifer Smith attended the Administration Committee's June 7, 2023 meeting and participated in the discussions regarding the updates to the four Library job descriptions that were being presented this evening.

Chairman Dombrowski stated Library Director Jenifer Smith was in attendance this evening remotely via video conference, should anyone have questions.

VOTE: 7- 0 Approved and so declared

RESULT: APPROVED 7 - 0
MOVER: Andra Ingalls, Town Councilor
SECONDER Mary McGrattan, Town Councilor
AYES: Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED: Marshall, Paul

2. MOTION to approve an updated *Library Technician I – Reference* Job Description as presented in the draft dated June 14, 2023.
Moved by Councilor Ingalls, seconded by Councilor McGrattan
Discussion: Councilor Ingalls stated as previously noted the Library Job Descriptions were mainly to clarify the titles of the job descriptions and to clean-up the outdated language as well.

Library Director Jenifer Smith noted during the Administration Committee's June 14, 2024 meeting the following sentence was added and was included in the job description presented this evening:

“Supports the Library social media presence and update content on the Library’s website in accordance with the Town’s Social Media Policy” .

Ms. Smith went on to explain because social media was a large part of the Library’s role that the language noted above was added under the “*Essential Job Functions*” heading to the following two Job Descriptions:

- *Assistant Librarian I – Youth Services*
- *Assistant Librarian II – Adult Services*

VOTE: 7- 0 Approved and so declared

RESULT: APPROVED 7 - 0
MOVER: Andra Ingalls, Town Councilor
SECONDER Mary McGrattan, Town Councilor
AYES: Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED: Marshall, Paul

3. MOTION to approve an updated *Assistant Librarian II – Adult Services* Job Description as presented in the draft dated June 14, 2023.
Moved by Councilor Ingalls, seconded by Councilor McGrattan
Discussion: None. (see above Items #1 & #2 Library Job Description Items)

VOTE: 7- 0 Approved and so declared

RESULT:	APPROVED 7 - 0
MOVER:	Andra Ingalls, Town Councilor
SECONDER	Mary McGrattan, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

4. MOTION to approve an updated *Library Director* Job Description as presented in the draft dated May 3, 2023.
Moved by Councilor Ingalls, seconded by Councilor Irwin
Discussion: Councilor Saums thanked Library Director Jenifer Smith for the excellent work she was doing. The Town Council agreed with Councilor Saums’ comment. (see above Items #1 & #2 Library Job Description Items).

VOTE: 7- 0 Approved and so declared

RESULT:	APPROVED 7 - 0
MOVER:	Andra Ingalls, Town Councilor
SECONDER	Whit Irwin, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

5. MOTION to appoint Ms. Margaret Boyd, (U) 257 Whalehead Road, Gales Ferry, to the Ledyard Housing Authority to complete a five-year term ending March 31, 2026 to fill a vacancy left by Ms. Evans.
Moved by Councilor Ingalls, seconded by Councilor Irwin
Discussion: Councilor Ingalls stated Ms. Boyd previously served on the Housing Authority and was interested in returning to the Board; and the Board was happy to have her back.

Chairman Dombrowski thanked Ms. Boyd for signing up to once again serve the community.

VOTE: 7- 0 Approved and so declared

RESULT:	APPROVED 7 - 0
MOVER:	Andra Ingalls, Town Councilor
SECONDER	Whit Irwin, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

6. MOTION to disband the following Town Commissions:

- Parks and Recreation Commission
- Senior Citizens Commission

Moved by Councilor Ingalls, seconded by Councilor Rodriguez
Discussion: Councilor Ingalls explained with the April 26, 2023 adoption of Ordinance #001-016 (rev. 1) “*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*” that this was an administrative-procedural action to disband the two former Commissions to make way for the appointment of members to the newly combined Commission.

VOTE: 7- 0 Approved and so declared

RESULT:	APPROVED 7 - 0
MOVER:	Andra Ingalls, Town Councilor
SECONDER	S. Naomi Rodriguez, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

7. MOTION to appoint nine members to the newly combined Parks, Recreation & Senior Citizens Commission, in accordance with Ordinance #001-016 (rev. 1) “*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*” as follows:

Regular Members

- Mr. Kenneth DiRico (U) 8 Melanie Lane, Gales Ferry, term ending June 28, 2026
- Ms. Lucrezia Finegan (R) 1331 Baldwin Road, Gales Ferry, term ending June 28, 2026
- Ms. Jessica Cobb (D) 7 Whippoorwill Drive, Gales Ferry, term ending June 28, 2025
- Ms. Loretta Kent (D) 1363 Baldwin Hill Road, Gales Ferry. Term ending June 28, 2024
- Ms. Norma Sokolski (R) 14 Mary Belle Circle, Ledyard, term ending June 28, 2026
- Ms. Margaret Anne Harding (R) 50 Pheasant Run Drive, Gales Ferry, term ending June 28, 2025
- Ms. Paula Crocker (U) 1500 Route 12, Gales Ferry, term ending June 28, 2025

Alternate Members

- Mr. Charles Gallagher ((R) 12 Sherwood Trace, Gales Ferry, term ending June 28, 2024
- Ms. Marjorie Winslow (D) 3 Wolf Ridge Gap, Ledyard, term ending June 28, 2024

Moved by Councilor Ingalls, seconded by Councilor McGrattan

Discussion: Councilor Ingalls provided some background noting with the Town Council’s April 26, 2023 adoption of Ordinance #100-016 (rev 1) “*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*” they set in motion the process to merge the two Commissions together. She stated since the Parks & Recreation Department moved from the building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry, in 2020, the two Departments have been sharing staff and resources between the two Offices. She stated by combining the two Departments/Commissions that they would be able to streamline daily operations and use of staff, provide financial and space benefits, and to support additional programs and events, etc.

Councilor Ingalls went on to note in accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the *Parks and Recreation Commission and Senior Citizens Commission* to provide a for a seamless transition. She explained that the Chairman of both Commission’s provided recommendations for the appointment of members to the newly combined Commission; and that the appointments presented this evening were based on the Committee Chairmen’s recommendations. She stated that there were a couple more people recommended for appointment to serve on the combined Commission than the number of seats called for in Ordinance #100-016 (rev.1). She stated it was unfortunate, but that she hoped those good people would find other Committees they would like to serve on.

Councilor Ingalls went on to state the Administration Committee based the appointments on the Commission Chairman’s recommendations and that they worked to ensure that both the Parks & Recreation Commission and the Senior Citizens Commission were each represented and that the new Combined Commission would meet the minority representation requirements, in accordance with CGS 167a. She concluded by explaining for the initial appointments that the members’ terms were staggered (3-years, 2-years, 1-year) to prevent all of the members terms from expiring at the same time. She stated as terms expire members would then be appointed for a three-year term.

Councilor Rodriguez, Senior Citizens Commission Liaison, noted that during their meeting earlier today that some of the members wanted to know how the names were presented to the Administration Committee and who was being nominated, because they were not aware of the process. She stated that she explained the process to the Senior Citizens Commission, noting that they were happy to move forward with the new combined Commission.

Councilor Saums thanked Ms. Jessica Cobb, Mr. Kenneth DiRico, and Ms. Carol Ann Schneider for attending tonight’s meeting. He stated when residents were being considered for appointment, that it was nice to see them attend the meeting.

Chairman Dombrowski assigned Councilor Rodriguez to serve as the Liaison to the combined Parks, Recreation, and Senior Citizens Commission.

Councilor Rodriguez thanked Chairman Dombrowski for the assignment.

VOTE: 7- 0 Approved and so declared

RESULT:	APPROVED 7 - 0
MOVER:	Andra Ingalls, Town Councilor
SECONDER	Mary McGrattan, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

8. MOTION to revise Resolution #002-2023/Mar 23 “*Resolution Establishing A Committee To ~~Transform~~ Review The Budget Process*” as *presented in the draft dated June 27, 2023. approved by the Town Council on March 23, 2023.*

DRAFT 6/26/2023

Res: 002-2023/Mar 22
(Rev. 1 -6/28/2023)

RESOLUTION
ESTABLISHING A COMMITTEE TO
~~TRANSFORM~~ REVIEW THE BUDGET PROCESS

WHEREAS: The Town Council recognizes the burden that the State’s level funding has imposed on municipal budgets and its taxpayers by not keeping up with the rate of inflationary costs and by imposing unfunded mandates on cities and towns.

WHEREAS: The Town Council recognizes the need to examine alternative budgeting methods such as a Zero Based Budget Practice for the implementation of the Fiscal Year 2024/2025 Budget preparation.

NOW, THEREFORE, BE IT RESOLVED: That there is hereby established a Committee to ~~Transform~~ Review the Budget Process to be comprised of nine (9) regular members. All members shall be appointed by the Town Council with the following representation:

- Town Council Finance Committee Chairman
- Town Council Chairman
- One additional Member of the Town Council
- Two Members from the Board of Education
- Four Members from the Community-at-Large

In addition, the Mayor and Superintendent of Schools or their designee serve as ex-officio members.

Regular members shall be appointed by the Town Council for a term of four-months. Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or are removed by the Town Council.

Any vacancy on the Committee, other than by expiration of term, shall be filled for the unexpired portion of the term by the Town Council with priority given to maintain the structure above.

The Town Council may remove members for cause and fill the vacancy per Chapter IV, Section 6 of the Town Charter. Cause for removal shall include, but is not limited to, unexcused absence from three (3) consecutive regular meetings and any intervening duly called special meeting. It shall be the responsibility of the Chairman of the Committee to notify the Town Council when a member has not properly performed his duties.

The regular members of the *Committee to ~~Transform~~ Review the Budget Process* shall elect a Chairman, Vice Chairman and Secretary. Any vacancy in any such office shall be filled by from its regular membership.

BE IT FURTHER RESOLVED: That the *Committee to ~~Transform~~ Review the Budget Process* shall be authorized to:

- a) To review the Budget *Transform* Committee Final Report dated October 16, 2016 along with the goals and objectives that have been implemented to-date.

- b) To review, research, and determine the following:
 - (1) The services the Town and Board of Education provides to its residents.
Whether the services/programs are mandatory relative to the role of local government.
 - (2) How effectively the Town and Board of Education provides its services/programs to its residents.
 - (3) The funding sources(s) that pay for services/programs the community provides to its residents.
 - (4) Review all contracted services.
- c) To review all department operations, all municipal and school buildings and grounds, the purchase of commodities, and the utilization of staffing/cross training in order to promote municipal consolidation efforts and provide recommendations;
- d) To provide guidance and recommendations relative to the negotiation and execution of contracts related to municipal consolidation of departments, services and/or shared services to meet the General Government and Board of Education's operational and mandated requirements;
- e) To recommend a budget process, format and outline for the General Government and Board of Education to consider for implementation with the development of the Fiscal Year 2024/2025 Budget that would include detail data such as:
 - (1) Projected line item cost estimates for Fiscal Year 2024/2025;
 - (2) Capital Improvement Plan/Initiatives/Funding Sources;
 - (3) Trends in salaries, maintenance and operational costs;
 - (4) Demonstrated efforts for efficiencies and reductions;
 - (5) Plans to address the increase in student population/enrollment and space needs
 - (6) Recommendations to address anticipated loss of Municipal Aid Revenues due to the State's finance crisis and projected budget deficits.
 - (7) Ways to address current and anticipated future State mandates.

BE IT FURTHER RESOLVED: That within thirty (30) days of the appointment of this Committee that an Organization Meeting of said Committee shall be held at which members shall choose a Chairman, Vice-Chairman and a Secretary;

BE IT FURTHER RESOLVED: That said Committee shall submit recommendations to the Town Council, Mayor and Board of Education no later than October 27, 2023 for consideration for the fiscal year budget preparation.

Revised and Adopted by the Ledyard Town Council on June 28, 2023

Kevin J. Dombrowski, Chairman

.....

History: *Resolution Establishing a Committee To Transform The Budget Process*; Adopted June 8, 2016; Final Report submitted: October 16, 2016; Adopted: March 23, 2023.

2023:

June 28, 2023: Revised title of Committee to more accurately reflect the Committee's assignment as follows: " Committee to ~~Transform~~ *Review* the Budget Process"

Updated the 2016 Resolution "*Committee to Transform the Budget Process*" to include the following language: *The Town Council recognizes the burden that the State's level funding has imposed on municipal budgets and its taxpayers by not keeping up with the rate of inflationary costs and by imposing unfunded mandates on cities and town.*

The 2023 Committee's assignment includes a review of the October 16, 2016 Final Report and other assignments outlined in the Resolution above.

Moved by Councilor Ingalls, seconded by Councilor McGrattan

Discussion: Councilor Ingalls stated this revision was a simple word change to the title of the Committee. She explained to avoid confusion and to more accurately reflect the work of this short-term (4-month) assignment the word “*Transform*” was being changed to “*Review*”. She stated the Committee was being asked to review the budget process, to look for efficiencies, and to perhaps suggest ways to do some things differently. She stated the work itself was clearly outlined in the Resolution. She stated other than the change to the title of the Committee that there were no other changes to the Resolution.

VOTE: 7- 0 Approved and so declared

RESULT: APPROVED 7 - 0	
MOVER:	Andra Ingalls, Town Councilor
SECONDER	Mary McGrattan, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

9. MOTION to appoint the following members to the Committee to Review the Budget Process in accordance with the structure provided in Resolution #002-2023/Mar 23 (Rev.1) “*Resolution Establishing A Committee To Review The Budget Process*”.

Town Council

- Mr. Kevin Dombrowski (R) – Town Council Chairman, 139 Meetinghouse Lane, Ledyard
- Mr. Bill Saums (D) – Finance Cmt Chairman, 333 Pumpkin Hill Road, Ledyard
- Mr. Tim Ryan (R) Town Council, 62 Inchcliffe Drive, Gales Ferry

Board of Education 2 Members

- Mr. Mike Brawner (R) 37 Overlook Road, Gales Ferry (BOE Finance Committee Chairman)
- Ms. Joanne M. Kelley (D) 12 Thames View Pentway

Community at Large (4 Members)

- Mr. Terry Jones (R) 27 Monticello Drive, Gales Ferry
- Ms. Beth Ribe (U) 129 Rose Hill Road, Ledyard
- Mr. Earl (Ty) Lamb (D) 95 Lambtown Road, Ledyard
- Ms. Minna DeGaetano (D) 10 Marla Avenue, Ledyard

Moved by Councilor Ingalls, seconded by Councilor Irwin

Discussion: Councilor Ingalls stated there were a couple more people recommended/nominated for appointment to serve on the *Committee to Review the Budget Process* than the number of seats called for in Resolution #002-2023/Mar 23 (Rev.1). She stated all of the town’s Committee meetings were open to the public and she encouraged residents to attend and participate.

VOTE: 7- 0 Approved and so declared

RESULT: APPROVED 7 - 0	
MOVER:	Andra Ingalls, Town Councilor
SECONDER	Whit Irwin, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

Finance Committee

10. MOTION to approve the following proposed project to be eligible for the Neighborhood Assistance Act (NAA) tax credits:

- Habitat for Humanity of Eastern Connecticut to support a full rehabilitation of a single-family split-level home locate at 42 Laurel Leaf Drive, Gales Ferry, CT total cost \$182,803.07 with \$20,000 requested in accordance Neighborhood Assistance Act (NAA) eligibility.

Moved by Councilor Saums, seconded by Councilor Ingalls

Discussion: Councilor Saums stated a Public Hearing was held earlier this evening at which they presented the Habitat for Humanity’s proposed project to renovate a single-family split-level home at 42 Laurel Leaf Drive in Gales Ferry, which Habitat received as a donation.

Councilor Saums went on to explain in accordance with CGS for non-profit organizations to be eligible for the NAA program the Town Council must hold a public hearing and approve the project. He stated that the entire project could be fully sponsored/funded by donations from corporations and business, who would receive a tax credit for their donation to the project. He stated endorsing the project would not commit any funding from the town, and he noted that this was not a grant program. He stated during the Finance Committee' June 7, 2023 meeting that he added some wording to the motion to clearly state that there was no cost to the town (taxpayers) except the cost to hold a Public Hearing, and to take a vote to support the project. He stated Habitat for Humanity was a great Organization.

Ms. Bernadette Drennen, Habitat for Humanity Representative, thanked the Town Council for their support, noting that the 52 Laurel Leaf Home was approximately 1,000 square feet and had three bedrooms and 1.5 bathrooms. She stated the family that would be assigned to the home would be participating in the renovation project.

VOTE: 7- 0 Approved and so declared

RESULT: APPROVED 7 - 0	
MOVER:	Bill Saums, Town Councilor
SECONDER	Andra Ingalls, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

11. MOTION to grant a bid waiver to Laboratory Design & Supply of Buford Georgia in the amount of \$51,713.30 for LPS Bid 23-5 (Aquaculture Classroom Cabinetry) due to lack of three bids, in accordance with Ordinance #200-001 (rev 1) “*An Ordinance for Purchasing*”.
Moved by Councilor Saums, seconded by Councilor Ryan
Discussion: Councilor Saums provided some background noting at their June 14, 2023 meeting the Town Council approved the Board’s request to spend up to \$271,960, as outlined in the Board of Education Agricultural Science & Technology (ASTE) 2022/2023 request dated June 5, 2023. He stated the List included Cabinetry for the Aquaculture Classroom at the High School for the Ag-Science Program with an estimated cost of \$55,000. He stated in soliciting bids (LPS #23-05 Cabinetry for Schools) for the Aquaculture Cabinets that the requirements were very specific because the cabinets needed to support large aquariums weighing close to 1,000 pounds. He explained due to the water and moisture the cabinets were exposed to that the cabinets needed to be manufactured from a non-porous material. He stated both of these requirements significantly increased the cost and limited the vendors that could respond to the bid. He stated after much research phenolic resin panels were found to be the best choice of materials for these cabinets. Therefore, he stated a bid waiver was being requested in the amount of \$51,713.73 to Laboratory Design & Supply of Buford Georgia.

Councilor Saums noted Board of Education Director of Facilities and Grounds Wayne Donaldson was attending tonight’s meeting remotely if anyone had questions.

VOTE: 7- 0 Approved and so declared

RESULT: APPROVED 7 - 0	
MOVER:	Bill Saums, Town Councilor
SECONDER	Tim Ryan, Town Councilor
AYES:	Dombrowski, Ingalls, Irwin, McGrattan, Rodriguez, Ryan, Saums
EXCUSED:	Marshall, Paul

General Items

12. Discuss Work Session Items as time permits. – None.

XV. ADJOURNMENT

Councilor Rodriguez, moved to adjourn, seconded by Councilor Irwin
7 - 0 Approved and so declared. The meeting adjourned at 8:05 p.m.

VOTE:

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

I, Kevin J. Dombrowski, Chairman of the Ledyard Town Council, hereby certify that the above and foregoing is a true and correct copy of the minutes of the Regular Town Council Meeting held on June 28, 2023.

Kevin J. Dombrowski, Chairman



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1886

Agenda Date: 7/26/2023

Agenda #:

AGENDA ITEM
CORRESPONDENCE

Subject:

Communications List - July 26, 2023

Correspondence List:

(type text here)

COMMUNICATIONS LISTING FOR July 26, 2023

INCOMING CORRESPONDENCE

1. Mr. Jamison -Public Works email thread dated 6/20/2023 – 6/27/2023 re: Road Paving East Drive
2. Ms. Diaz/Councilor Rodriguez email thread dated 6/29/2023-7/3/2023 re: Patriot First Signs
3. Planning & Zoning ltr dated 7/3/2023 re: Favorable 8-24 Review 334 & 538R Colonel Ledyard Highway
4. Ms. K. Lamb Appointment Application dated 7/9/2023 re: Historic District Commission
5. Mayor ltr to Treaster dated 7/26/2023 re: Appointment Blight Citation Officer
6. Mayor ltr(s) to Nursing Board Members dated 7/19/2023 re: Disband Board – Thank you for Service

OUT GOING CORRESPONDENCE

1. Admin Asst ltr to Mayor dated 06/29/2023 re: Action ltr. Town Council Regular Meeting of June 28, 2023.
2. LTC ltr to Mr. DiRicco dated 6/29/2023 re: Disband Parks & Recreation Commission
3. LTC ltr to Ms. Cobb dated 6/29/2023 re: Disband Parks & Recreation Commission
4. LTC ltr to Ms. Finegan dated 6/29/2023 re: Disband Parks & Recreation Commission
5. LTC ltr to Mr. Gallagher dated 6/29/2023 re: Disband Parks & Recreation Commission
6. LTC ltr to Mr. Olson dated 6/29/2023 re: Disband Parks & Recreation Commission
7. LTC ltr to Ms. Kent dated 6/29/2023 re: Disband Parks & Recreation Commission
8. LTC ltr to Ms. English dated 6/29/2023 re: Disband Parks & Recreation Commission
9. LTC ltr to Ms. Buhle dated 6/29/2023 re: Disband Parks & Recreation Commission
10. LTC ltr to Mr. Bransfords. Finegan dated 6/29/2023 re: Disband Parks & Recreation Commission
11. LTC ltr to Ms. Sololski dated 6/29/2023 re: Disband Senior Citizens Commission
12. LTC ltr to Ms. Winslow dated 6/29/2023 re: Disband Senior Citizens Commission
13. LTC ltr to Mr. Thomas dated 6/29/2023 re: Disband Senior Citizens Commission
14. LTC ltr to Ms. Harding dated 6/29/2023 re: Disband Senior Citizens Commission
15. LTC ltr to Ms. Crocker dated 6/29/2023 re: Disband Senior Citizens Commission
16. LTC ltr to Ms. Schneider dated 6/29/2023 re: Disband Senior Citizens Commission
17. LTC ltr to Ms. Margaret Boyd dated 6/29/2023 re: Appointment to Housing Authority.
18. LTC ltr to Mr. DiRico dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
19. LTC ltr to Ms. Sokolski dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
20. LTC ltr to Ms. Finegan dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
21. LTC ltr to Mr. Cobb dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
22. LTC ltr to Mr. Kent dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
23. LTC ltr to Ms. Harding dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
24. LTC ltr to Ms. Crocker dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission

25. LTC ltr to Mr. Gallagher dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
26. LTC ltr to Ms. Winslow dated 6/29/2023 re: Appointment to Parks, Recreation, and Senior Citizens Commission
27. LTC ltr to Parks, Recreation, and Senior Citizens Commission dated 7/29/2023 re: Councilor Rodriguez, Liaison Assignment
28. LTC ltr to Chairman Dombrowski dated 6/29/2023 re: Appointment to Budget Review Committee
29. LTC ltr to Councilor Saums dated 6/29/2023 re: Appointment to Budget Review Committee
30. LTC ltr to Councilor Ryan dated 6/29/2023 re: Appointment to Budget Review Committee
31. LTC ltr to BOE Member Brawner dated 6/29/2023 re: Appointment to Budget Review Committee
32. LTC ltr to BOE Member Kelley dated 6/29/2023 re: Appointment to Budget Review Committee
33. LTC ltr to Mr. T. Jones dated 6/29/2023 re: Appointment to Budget Review Committee
34. LTC ltr to Mr. Ribe dated 6/29/2023 re: Appointment to Budget Review Committee
35. LTC ltr to Mr. E. Lamb dated 6/29/2023 re: Appointment to Budget Review Committee
36. LTC ltr to Ms. Degaetano dated 6/29/2023 re: Appointment to Budget Review Committee
37. LTC ltr to Mr. Grabner dated 6/29/2023 re: Thank you - Not selected for Budget Review Committee
38. LTC ltr to Ms. Buhle dated 6/29/2023 re: Thank you - Not selected for Budget Review Committee

NOTICE OF AGENDAS

1. Housing Authority Agenda 7/3/2023- Cancelled
2. Housing Authority Sp. Agenda 7/6/2023
3. Permanent Municipal Building Cmt Agenda 7/3/2023
4. Economic Development Commission Agenda 6/6/2023
5. Inland Wetland & Water Courses Commission Agenda 7/11/2023
6. Farmers Market Committee Agenda 7/6/2023 - Cancelled
7. Conservation Commission Agenda 7/11/2023
8. Planning & Zoning Agenda 7/13/2023
9. Historic Commission Agenda 7/17/2023
10. Library Commission Agenda 7/17/2023
11. Parks & Recreation Agenda 7/18/2023- Cancelled
12. Retirement Board Agenda 7/18/2023
13. Agricultural Commission Agenda 7/18/2023
14. Senior Citizens Agenda 7/26/2023 - Cancelled
15. LUPPW Cmt Agenda 7/3/2023 - Cancelled
16. Community Relations Cmt Agenda 7/19/2023 - Cancelled
17. Finance Cmt Agenda 7/5/2023- Cancelled
18. Finance Cmt Agenda 7/19/2023
19. Admin Cmt Agenda 7/12/2023- Cancelled
20. Admin Cmt Sp. Agenda 7/26/2023
21. Town Council Agenda 7/12/2023- Cancelled
22. Town Council Agenda 7/26/2023

MINUTES

1. Housing Authority Minutes 6/5/2023
2. Permanent Municipal Building Cmt Minutes 6/5/2023
3. Economic Development Commission Minutes 6/6/2023
4. Inland Wetland & Water Courses Commission Minutes 6/5/2023
5. Conservation Commission Minutes 6/13/2023
6. Planning & Zoning Agenda 6/8/2023
7. Finance Cmt Minutes 6/7/2023
8. Historic Commission Minutes 6/19/2023
9. Library Commission Minutes 6/19/2023
10. Retirement Board Minutes 6/20/2023
11. Agricultural Commission Minutes 6/20/2023
12. Finance Cmt Minutes 6/21/2023
13. Administration Cmt Sp. Minutes 6/28/2023
14. Town Council Public Hearing Minutes 6/28/2023
15. Town Council Minutes 6/28/2023

REFERRALS

Administration Committee

1. Ms. K. Lamb Appointment Application dated 7/9/2023 re: Historic District Commission

Roxanne Maher

From: Naomi Rodriguez
Sent: Monday, July 03, 2023 1:08 AM
To: Town Council Group; Nina Diaz
Subject: Re: Follow up on meeting 6/28/2023

Hello Ms. Diaz,

This is to acknowledge that I have received and read your letter in its entirety. Thank you for your letter, the Town Council appreciates resident input.

Respectfully,

Naomi Rodriguez,
Ledyard Town Councilor

From: Nina Diaz <ninadiaz24@yahoo.com>
Sent: Thursday, June 29, 2023 4:06 PM
To: Town Council Group <TownCouncil@ledyardct.org>
Subject: Follow up on meeting 6/28/2023

Good afternoon,

I wanted to take a moment and follow up on last night's meeting. There is some info that is important to share after hearing council members remarks regarding the signs plastered in and around town.

While I appreciate Naomi stating "if you see something, say something" or "to notify to police", I personally spoke with Troop E CT state police twice yesterday regarding the signs. They are refusing to remove them. This is not the first time CT state pd has declined to step in regarding the patriot front propaganda. While the signs may seem harmless or be considered as free speech to some, they are actually a recruiting tactic used by the group.

The lack of awareness within the board and or PD is frightening considering that in recent years CT has seen the highest increase of antisemitic and hate propaganda, incidents and hate crimes. In 2021 alone, there was a 40% increase ranking CT in the top 10 states of hate group activities by the ADL. For anyone to claim that the best thing to do is "not give it the attention" only gives them further traction. As Mr. Saums stated "patriot front was started by a teenager", who do we think these signs are aimed at recruiting?

In recent years anytime a "Black lives matter" sign was put up in town, they were immediately removed and community members were reminded of rules and regulations by town officials. Yet these signs get the "don't give it attention" response from the chair of town council.... That is terrifying especially as a mother of bi-racial children.

While I do not believe anyone has "the answer or solution" I do believe it is imperative to work together and also have some type of faith in our community leaders. I say this because it seems as though the ONLY time we hear anything, is when we show up to a meeting and speak on continued issues and the lack of awareness and or support the majority of our community leaders and or police dept seem to have. I want to be able to feel safe in town, I want my brown and black children to feel safe, my brown and black neighbors and friends to feel safe and also feel as if they belong. In order for that to happen, our elected officials need to speak up, speak out, educate themselves, and most importantly GET INVOLVED!!!!

I apologize for not stating this last night. I did not share this information as Mr.Dombrowskie was already extremely upset, and caused multiple people in the room to flinch or jump(you can watch the video, niaomi specifically can be seen flinching at his extremely aggressive gavel hits) even after being informed there were community members with ptsd in the room. Given that this was not the first time Kevin raised his voice at me as if I was an unruly child or disobedient wife(you can watch the Feb 2023 meeting regarding black history month), I absolutely did not feel safe or comfortable based on his behavior.

I anticipate your prompt response.

Best-
Ginnina Diaz

[Sent from Yahoo Mail on Android](#)



TOWN OF LEDYARD
Department of Land Use and Planning

Juliet Hodge J. Burdick, Director

741 Colonel Ledyard Highway, Ledyard, CT 06339

Telephone: (860) 464-3215

Email: planner@ledyardct.org

July 3, 2023

Kevin Dombrowski, Chairman
Ledyard Town Council
741 Colonel Ledyard Highway
Ledyard, CT 06339

RE: C.G.S. 8-24 Review for land transfer to Avalonia

Dear Chairman Dombrowski,

The Ledyard Planning & Zoning Commission, at its June 29, 2023 meeting, voted unanimously to forward a FAVORABLE REPORT in accordance with C.G.S. Section 8.24 to the Town Council for a MOTION to transfer two (2) town-owned properties located at 334 Colonel Ledyard Highway (Vol.604 Pg 763 29,752 +/- SF) and 538R Colonel Ledyard Highway (Vol. 99 Pg 139 3.32 +/- Acres) to the Avalonia Land Conservancy to remain open to the public for passive recreation and to be protected in perpetuity under the Conservancy's care.

Please contact me at Town Hall with any questions. Thank you for your attention to this matter.

Sincerely,

Juliet Hodge

Director of Land Use & Planning

C: Fred Allyn III, Mayor
File

Application Form

Profile

Kelly S Lamb
First Name Middle Initial Last Name

kellylamb3113@gmail.com
Email Address

93R lambtown Rd
Home Address Suite or Apt

Ledyard CT 06339
City State Postal Code

Mobile: (860) 334-2961
Primary Phone Alternate Phone

Which Boards would you like to apply for?

Historic District Commission: Submitted

Education & Experiences

Please tell us about yourself and why you want to serve.

Why are you interested in serving on a board or commission?

Being part of the Lamb family and part of this town since my youth, I have always had an interest in history and our town's history in particular. After looking at the various commissions of the town, I felt I could be a contributor to this specific commission.

Community Involvement

I've currently been volunteering for one of the sub committees of this historic committee. On my own property I have been trying to expand pollinator colonies. This will be my first opportunity to contribute in a more direct way to the community.

Educational Background

See resume

Mary Wade Home Controller
Employer Job Title

[2023_Lamb_Kelly_Resume.doc](#)
Upload a Resume

Party Affiliation

Party Affiliation *

- ☒ Unaffiliated
- ☒ Independent

Disclaimer & FOIA Information

Your attendance and active participation is important for the Committee to conduct its business. Any member of a Committee/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 Committee and the vacancy shall be filled, except that the Committee 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.

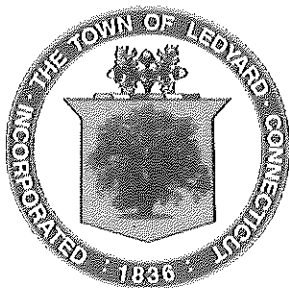
Please Agree with the Following Statement

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)

Kelly S. Lamb



**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 26, 2023

Mr. Eric Treaster
10 Huntington Way
Ledyard, CT 06339

Dear Mr. Treaster:

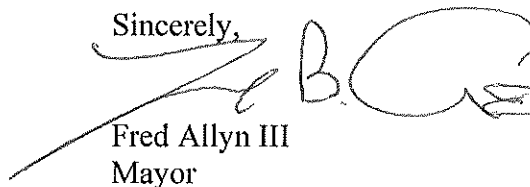
It is my pleasure to appoint you as Blight Citation Hearing Officer per Ordinance #300-012 "An Ordinance Concerning Blight and Public Nuisance for the Town of Ledyard". Section 9:A-D and Section 10:A outline the responsibilities for the Blight Citation Officer.

It is customary and traditional to be sworn in prior to continuing your duties. Please try to have this accomplished as soon as possible. The Town Clerk's office hours are 7:30 a.m. to 4:45 p.m. Monday through Thursday.

I would like to take this opportunity to thank you for volunteering for this role and for helping to make the Town of Ledyard a better place to live. Your support is greatly appreciated.

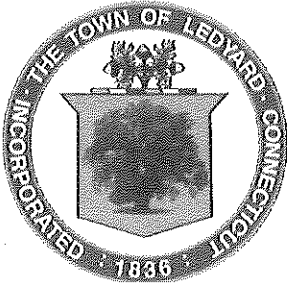
Please do not hesitate to contact me if there are any issues that need to be discussed.

Sincerely,



Fred Allyn III
Mayor

Cc: Town Clerk
Town Council
Planning Director
Assistant Zoning Official



**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 19, 2023

Collen Miller
3 Reuven Drive
Ledyard, CT 06339

Dear Ms. Miller:

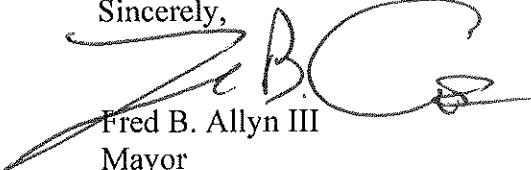
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

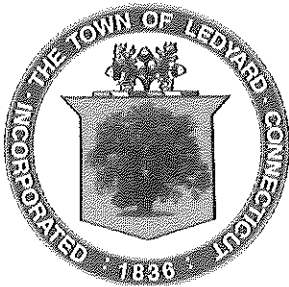
The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,



Fred B. Allyn III
Mayor

cc: Town Clerk



**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 19, 2023

Jacquelyn Baudro
69 Stoddards Wharf Road
Ledyard, CT 06339

Dear Ms. Baudro:

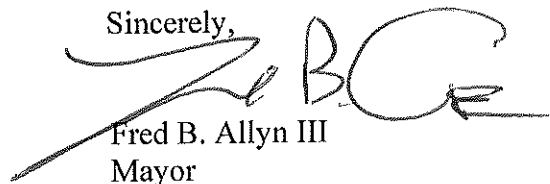
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

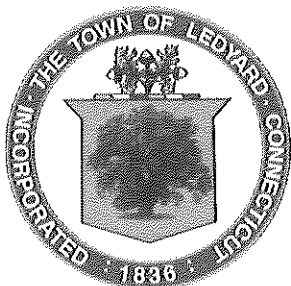
The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,


Fred B. Allyn III
Mayor

cc: Town Clerk



**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 19, 2023

Joan Guarino
5 Hillcrest Avenue
Ledyard, CT 06339

Dear Ms. Guarino:

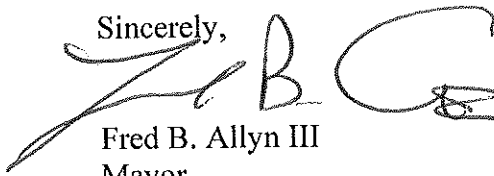
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

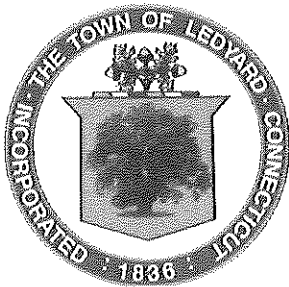
The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,



Fred B. Allyn III
Mayor

cc: Town Clerk



**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 19, 2023

Heather France
17 Garden Drive
Gales Ferry, CT 06335

Dear Ms. France:

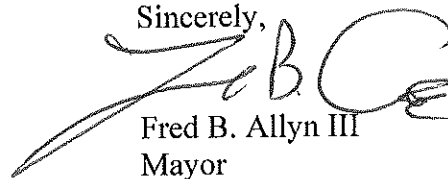
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

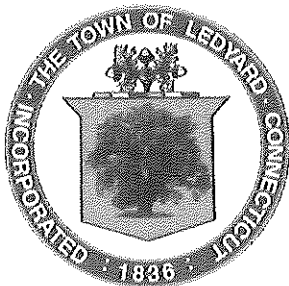
The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,



Fred B. Allyn III
Mayor

cc: Town Clerk



**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 19, 2023

Adrienne Parad
5 Birch Street
Ledyard CT, 06339

Dear Ms. Parad:

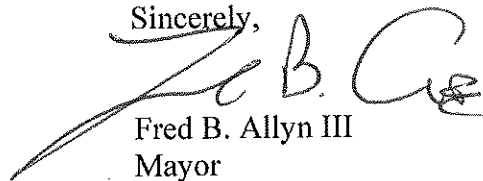
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

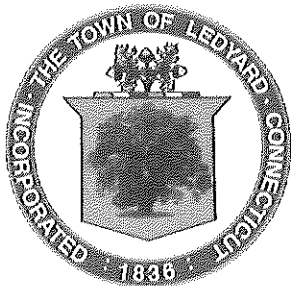
The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,



Fred B. Allyn III
Mayor

cc: Town Clerk



**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 19, 2023

Marcia Reece
79 Iron Street
Ledyard, CT 06339

Dear Ms. Reece:

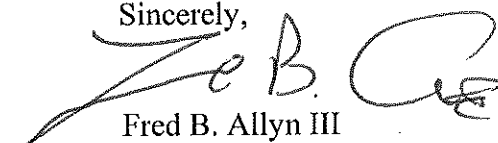
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

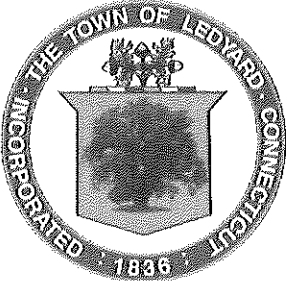
The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,



Fred B. Allyn III
Mayor

cc: Town Clerk



**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 19, 2023

Elizabeth Scott
4 Overlook Road
Gales Ferry, CT 06335

Dear Ms. Scott:

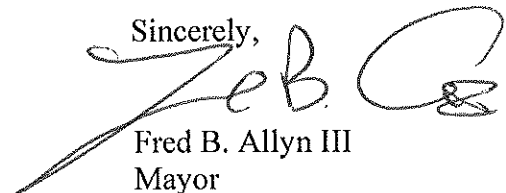
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

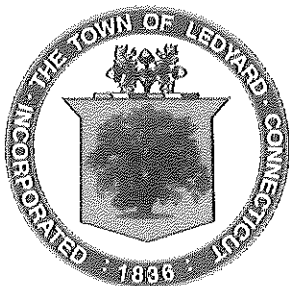
The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,



Fred B. Allyn III
Mayor

cc: Town Clerk



**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 19, 2023

Mary Beth Warwick
62 Church Hill Road
Ledyard, CT 06339

Dear Ms. Warwick:

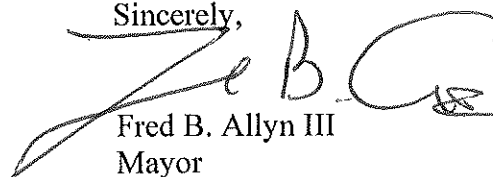
I would like to extend a sincere thank you for your time and dedication to the town as a member of the Ledyard Visiting Nursing Board.

We are grateful for the outstanding service you have given to the town and appreciated your time spent on the board overseeing the skilled nursing and other therapeutic services that were provided by the Ledyard Visiting Nurses Association.

The decision to remove the Visiting Nursing Department from the 2024 Town of Ledyard Operating Budget was carefully considered. The health care industry landscape coupled with declining revenues has resulted in the difficult decision to defund the agency. Karen Goetchius and her team of dedicated nursing and healthcare providers are to be commended for their years of service to Ledyard residents.

The work of your Board has been a significant contribution in promoting a healthy community. I sincerely hope that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others. To view available positions on Town Commissions, Committees and Boards please visit www.ledyardct.org/244/Commission-Committess-Boards.

Sincerely,



Fred B. Allyn III
Mayor

cc: Town Clerk



Chairman Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT TOWN COUNCIL

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

June 29, 2023

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

Dear Mayor Allyn:

At its Regular Meeting held on June 28, 2023 the Town Council took the following actions:

- Approved an updated *Assistant Librarian I – Youth Services* Job Description as presented in the draft dated May 3, 2023.
- Approved an updated *Library Technician I – Reference* Job Description as presented in the draft dated June 14, 2023.
- Approved an updated *Assistant Librarian II – Adult Services* Job Description as presented in the draft dated June 14, 2023.
- Approved an updated *Library Director* Job Description as presented in the draft dated May 3, 2023.
- Appointed Ms. Margaret Boyd, (U) 257 Whalehead Road, Gales Ferry, to the Ledyard Housing Authority to complete a five-year term ending March 31, 2026 to fill a vacancy left by Ms. Evans.
- Disband the following Town Commissions:
 - ✓ Parks and Recreation Commission
 - ✓ Senior Citizens Commission
- Appointed nine members to the newly combined Parks, Recreation & Senior Citizens Commission, in accordance with Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*" as follows:

Regular Members

- ✓ Mr. Kenneth DiRico (U) 8 Melanie Lane, Gales Ferry, term ending June 28, 2026
- ✓ Ms. Lucrezia Finegan (R) 1331 Baldwin Road, Gales Ferry, term ending June 28, 2026

- ✓ Ms. Jessica Cobb (7 Whippoorwill Drive, Gales Ferry, term ending June 28, 2025
- ✓ Ms. Loretta Kent (D) 1363 Baldwin Hill Road, Gales Ferry. Term ending June 28, 2024
- ✓ Ms. Norma Sokolski (R) 14 Mary Belle Circle, Ledyard, term ending June 28, 2026
- ✓ Ms. Margaret Anne Harding (R) 50 Pheasant Run Drive, Gales Ferry, term ending June 28, 2025
- ✓ Ms. Paula Crocker (U) 1500 Route 12, Gales Ferry, term ending June 28, 2025

Alternate Members

- ✓ Mr. Charles Gallagher ((R) 12 Sherwood Trace, Gales Ferry, term ending June 28, 2024
 - ✓ Ms. Marjorie Winslow (D) 3 Wolf Ridge Gap, Ledyard, term ending June 28, 2024
- Revised Resolution #002-2023/Mar 23 “*Resolution Establishing A Committee To ~~Transform~~ Review The Budget Process*” as presented in the draft dated June 27, 2023. ~~approved by the Town Council on March 23, 2023.~~
 - Appointed the following members to the Committee to Review the Budget Process in accordance with the structure provided in Resolution #002-2023/Mar 23 (Rev. 1) “*Resolution Establishing A Committee To Review The Budget Process*”.

Town Council

- ✓ Mr. Kevin Dombrowski (R) – Town Council Chairman, 139 Meetinghouse Lane, Ledyard
- ✓ Mr. Bill Saums (D) – Finance Cmt Chairman, 333 Pumpkin Hill Road, Ledyard
- ✓ Mr. Tim Ryan (R) Town Council, 62 Inchcliffe Drive, Gales Ferry

Board of Education 2 Members

- ✓ Mr. Mike Brawner, (R) 37 Overlook Road, Gales Ferry
- ✓ Ms. Joanne M. Kelley (D) 12 Thames View Pentway
- ✓

Community at Large (4 Members)

- ✓ Mr. Terry Jones (R) 27 Monticello Drive, Gales Ferry
- ✓ Ms. Beth Ribe (U) 129 Rose Hill Road, Ledyard
- ✓ Mr. Earl (Ty) Lamb (D) 95 Lambtown Road, Ledyard
- ✓ Ms. Minna DeGaetano (D) 10 Marla Avenue, Ledyard

- Approved the following proposed project to be eligible for the Neighborhood Assistance Act (NAA) tax credits:
 - ✓ The Habitat for Humanity of Eastern Connecticut project for the full rehabilitation of a single-family split-level home locate at 42 Laurel Leaf Drive, Gales Ferry, CT total cost \$182,803.07 with \$20,000 requested in accordance Neighborhood Assistance Act (NAA) eligibility.

- Granted a bid waiver to Laboratory Design & Supply of Buford Georgia in the amount of \$51,713.30 for LPS Bid 23-5 (Aquaculture Classroom Cabinetry) due to lack of three bids, in accordance with Ordinance #200-001 (rev 1) "*An Ordinance for Purchasing*".
-

Please feel free to contact Chairman Dombrowski should you have any questions regarding this meeting.

Respectfully submitted,



Roxanne M. Maher
Administrative Assistant
to the Ledyard Town Council

cc Director of Finance
 Treasurer
 Administrator of Human Resources
 Board of Education
 Director of Parks, Recreation & Senior Citizens
 Library Director



TOWN OF LEDYARD CONNECTICUT

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

Chairman Kevin J. Dombrowski

June 28, 2023

Ms. Margaret Boyd
257 Whalehead Road
Gales Ferry, Connecticut 06335

Dear Ms. Boyd:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the Housing Authority, to complete a five (5) year term ending March 31, 2026, filling a vacancy left by Ms. Evans.


The Town's Meeting Portal (Granicus/Legistar) will aid you in preparation for the Housing Authority meetings by providing materials and supporting documentation, daily correspondence, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Housing Authority scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to continue to serve the Town of Ledyard.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk
Housing Authority



TOWN OF LEDYARD

CONNECTICUT

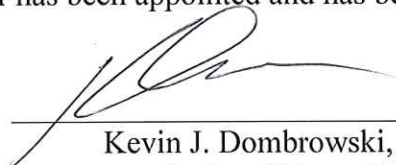
TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

CERTIFICATE OF APPOINTMENT TO THE HOUSING AUTHORITY OF THE TOWN OF LEDYARD

THIS IS TO CERTIFY that pursuant to Section 8-41 of the General Statutes of the State of Connecticut, as amended, Ms. Margaret Boyd was appointed as a member of the Ledyard Housing Authority, from June 28, 2023 to March 31, 2026; filling a vacancy left by Ms. Evans; and to hold office until she has been reappointed or her successor has been appointed and has been duly qualified.



Kevin J. Dombrowski, Chairman
Ledyard Town Council

Dated this 28th day of June, 2023 in Ledyard, Connecticut



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Mike Brawner
Board of Education
37 Overlook Road
Gales Ferry, Connecticut 06335

Dear Mr. Brawner:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023, serving as a representative from the Community-at-Large, in accordance with the attached Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Jessica Cobb
7 Whippoorwill Drive
Gales Ferry, Connecticut 06335

Dear Ms. Cobb:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2025, in accordance with the structure provided in Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

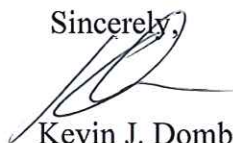
The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

Ordinance: # 100-016 (rev 1)

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "*Ledyard Parks, Recreation, and Senior Citizens Commission*".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "*An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds*"; and in accordance with Ordinance #200-012 "*An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard*".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

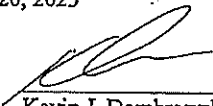
Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

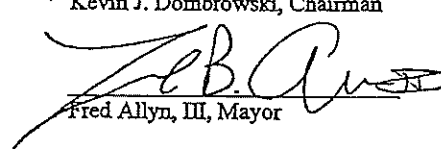
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011.-Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Paula Crocker
1500 Route 12
Gales Ferry, Connecticut 06335

Dear Ms. Crocker:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2025, in accordance with the structure provided in Ordinance #001-016 (rev. 1) *"An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard"*.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "Ledyard Parks, Recreation, and Senior Citizens Commission".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds; and in accordance with Ordinance #200-012 "An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

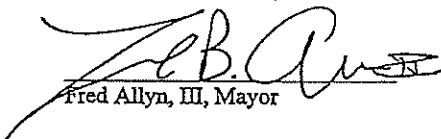
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011. Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Minna DeGaetano
10 Marla Avenue
Ledyard, Connecticut 06339

Dear Ms. DeGaetano:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023, serving as a representative from the Community-at-Large, in accordance with the attached Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Kenneth J. DiRico
8 Melanie Lane
Gales Ferry, Connecticut 06335

Dear Mr. DiRico:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2026, in accordance with the structure provided in Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "Ledyard Parks, Recreation, and Senior Citizens Commission".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds; and in accordance with Ordinance #200-012 "An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

- (a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

- (b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

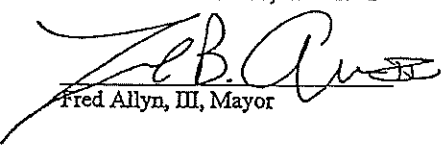
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011.-Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Chairman Kevin Dombrowski
Ledyard Town Council
139 Meetinghouse Lane
Ledyard, Connecticut 06339

Dear Chairman Dombrowski:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023 serving in the capacity as the Town Council Chairman, in accordance with Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

An Organizational meeting will be scheduled in the coming weeks at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

I look forward to working with you on this important initiative.

Sincerely,

Roxanne M. Maher
Administrative Assistant to the
Ledyard Town Council

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Lucrezia Finegan
133 Baldwin Hill Road
Gales Ferry, Connecticut 06335

Dear Ms. Finegan:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending 2026, in accordance with the structure provided in Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.


The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "*Ledyard Parks, Recreation, and Senior Citizens Commission*".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "*An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds*"; and in accordance with Ordinance #200-012 "*An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard*".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

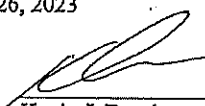
Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

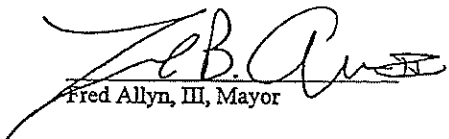
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011. Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Charles Gallagher
12 Sherwood Trace
Gales Ferry, Connecticut 06335

Dear Mr. Gallagher:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as an Alternate Member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2024, in accordance with the structure provided in Ordinance #001-016 (rev. 1) *"An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard"*.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "*Ledyard Parks, Recreation, and Senior Citizens Commission*".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "*An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds*"; and in accordance with Ordinance #200-012 "*An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recuring Expense Fund for the Town of Ledyard*".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

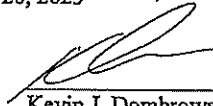
Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

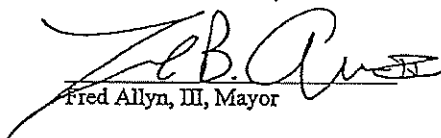
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011. Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Margaret Anne Harding
50 Pheasant Run Drive
Gales Ferry, Connecticut 06335

Dear Ms. Harding:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2025, in accordance with the structure provided in Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "Ledyard Parks, Recreation, and Senior Citizens Commission".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds; and in accordance with Ordinance #200-012 "An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

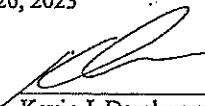
Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

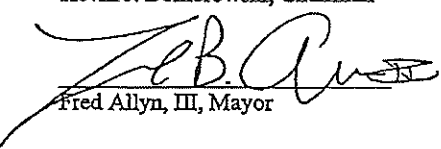
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011. Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Terry Jones
27 Monticello Drive
Gales Ferry, Connecticut 06335

Dear Mr. Jones:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023, serving as a representative from the Community-at-Large, in accordance with Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms Joanne Kelley
Board of Education
12 Thames View Pentway
Gales Ferry, Connecticut 06335

Dear Ms Kelley:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023, serving as a Board of Education, in accordance with Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

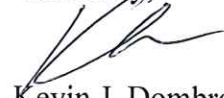
The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk, Board of Education



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Loretta Kent
1363 Baldwin Hill Road
Gales Ferry, Connecticut 06335

Dear Ms. Kent:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2024, in accordance with the structure provided in Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "Ledyard Parks, Recreation, and Senior Citizens Commission".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds; and in accordance with Ordinance #200-012 "An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

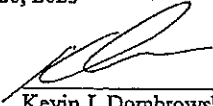
Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

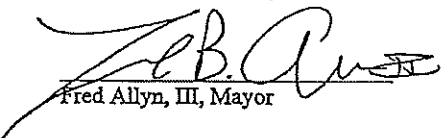
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011. Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Earl Lamb
95 Lambtown Road
Ledyard, Connecticut 06339

Dear Mr. Lamb:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023, serving as a representative from the Community-at-Large, in accordance with the attached Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Beth Ribe
129 Rose Hill Road
Ledyard, Connecticut 06339

Dear Ms. Ribe:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023, serving as a representative from the Community-at-Large, in accordance with the attached Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Councilor Timothy Ryan
Ledyard Town Council
62 Inchcliffe Drive
Gales Ferry, Connecticut 06335

Dear Councilor Ryan:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023 serving as a Town Council representative, in accordance with Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

An Organizational meeting will be scheduled in the coming weeks at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Councilor Bill Saums
Finance Committee Chairman
333 Pumpkin Hill Road
Ledyard, Connecticut 06339

Dear Councilor Saums:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a member of the *Committee to Review the Budget Process* to complete a four-month term ending October 31, 2023 serving in the capacity as Town Council Finance Committee Chairman, in accordance with Resolution #002-2023/Mar 23#001-016 (rev. 1) "*Resolution Establishing a Committee to Review the Budget Process*" as revised on June 28, 2023.

An Organizational meeting will be scheduled in the coming weeks at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on its meeting schedule. This is a short-term assignment; with the Committee's final report due to the Town Council by October 27, 2023.

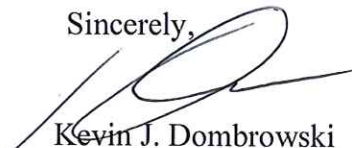
As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Committee to Review the Budget Process meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Committee to Review the Budget Process scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Norma Sokolski
14 Mary Belle Circle
Ledyard, Connecticut 06339

Dear Ms. Sokolski:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as a regular member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2026, in accordance with the member structure provided in Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

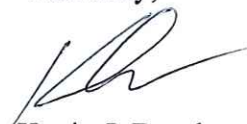
The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

Ordinance: # 100-016 (rev 1)

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "*Parks, Recreation, and Senior Citizens Commission*".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "*Ledyard Parks, Recreation, and Senior Citizens Commission*".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "*An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds*"; and in accordance with Ordinance #200-012 "*An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard*".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. *The Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

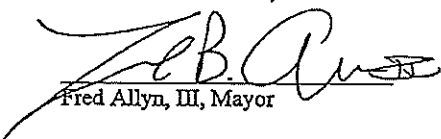
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011. Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Majorie Winslow
3 Wolf Ridge Gap
Ledyard, Connecticut 06339

Dear Ms. Winslow:

CONGRATULATIONS! The Town Council, at its meeting on June 28, 2023 appointed you as an Alternate Member of the recently established Parks, Recreation & Senior Citizens Commission to complete a term ending June 28, 2025, in accordance with the structure provided in Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

You will be contacted regarding the scheduling of the Committee's Organizational meeting at which time a Chairman, Vice-Chairman, and Recording Secretary will be selected, and the Committee will decide on a regular meeting schedule for the remainder of this calendar year.

The Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Parks, Recreation & Senior Citizens Commission meetings by providing materials and supporting documentation, and other reference information. This technology has enabled the town to streamline processes and implement paperless meetings. Each month you will be electronically notified of the Parks, Recreation & Senior Citizens Commission scheduled meeting. You can access this information by visiting the Town of Ledyard Website at: <https://www.ledyardct.org/> clicking on the "Agendas & Minutes" tab.

It is customary and traditional to be sworn-in by the Town Clerk prior to assuming your duties. Please bring a copy of this letter with you and try to have this accomplished as soon as possible.

Town Hall business hours are Monday through Thursday, 7:30 a.m. to 4:45 p.m. Should your schedule conflict with regular business hours, please call the Town Clerk's Office at 860.464.3257 to arrange a time to be sworn-in.

Thank you for your willingness to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk
Parks, Recreation & Senior Citizens Commission

AN ORDINANCE COMBINING
PARKS AND RECREATION COMMISSION AND
SENIOR CITIZENS COMMISSION
FOR THE TOWN OF LEDYARD

Be it ordained by the Town Council of the Town of Ledyard there is hereby established a "Parks, Recreation, and Senior Citizens Commission".

Section 1. Purpose

- (a) The purpose of this Ordinance is to formally combine the Parks and Recreation Commission with Senior Citizens Commission with the in the Town of Ledyard; herein, to be known as "Ledyard Parks, Recreation, and Senior Citizens Commission".

Combining the duties of the Town Committees/Commissions/Boards that have similar interests into a single commission will provide a financial benefit to the town as it will minimize administrative support by reducing the number of Committees/Commissions/Boards in town and provide services more effectively.

Combining the two Commissions will provide a financial benefit for Senior Citizens programs because they would be eligible for funding under the Parks & Recreation Capital Account Fund 203 (formerly Fund 8) established by Ordinance #200-009 "An Ordinance Providing for Transfer of Certain Revenue from Real Estate conveyance Tax to Special Town of Ledyard Funds; and in accordance with Ordinance #200-012 "An Ordinance Creating a Municipal Parks and Recreation Capital and Non Non-Recurring Expense Fund for the Town of Ledyard".

- (b) The purpose of Ledyard Parks, Recreation, and Senior Citizens Commission is to provide services for the senior citizens within budgetary limits; and to provide recreational programs for the general population and manage properties under the administrative control of the Parks and Recreation Department.

Section 2. Authority and Establishment of Commissions

(a) Parks and Recreation Commission

Pursuant to the authority contained in Section 7-148, General Statutes of Connecticut, there is hereby created a Parks and Recreation Commission for the Town of Ledyard.

(b) Senior Citizens Commission

Pursuant to Chapter III, Section 4 of the Charter of the Town Ledyard, there is hereby established a Senior Citizens Commission.

Pursuant to Chapter III, Section 4, of the Town Charter, commencing on the nineteenth day after the effective date of this ordinance, the duties of the Senior Citizens Commission of the Town of Ledyard as set forth in Ordinance #100-016, shall be discharged in accordance with this Ordinance; and shall hereafter be known as the Ledyard Parks, Recreation, and Senior Citizens Commission.

Section 3. Membership

The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall consist of seven (7) regular members and two (2) alternate members who shall be electors of the Town of Ledyard and who shall hold no salaried municipal office.

Membership on any other Board, Commission or Committee of the Town of Ledyard shall not preclude membership on the *Ledyard Parks and Recreation and Senior Citizens Commission*.

In making the original appointments under this ordinance, the Town Council shall designate three (3) members to serve for three (3) years, three (3) members to serve for two (2) years; three (3) members to serve for one (1) year. Thereafter, vacancies shall be filled for a three (3) year term.

Section 4. Terms of Appointment

The members of the *Ledyard Parks, Recreation, and Senior Citizens Commission* shall be appointed for a three (3) year term by the Town Council.

Members shall commence to serve their terms immediately upon appointment and shall serve until their successor has qualified or they have been reappointed or removed by the Town Council.

As each of the terms of the members expire, the Town Council shall appoint a successor for a term of three (3) years to fill each vacant position.

Any vacancy on the Commission other than by expiration of term shall be filled for the unexpired portion of the term by the Town Council.

The Commission shall annually elect a Chairman and Secretary from its members. In accordance with General State Statutes of Connecticut Section-1-225 a Regular Meeting schedule shall be set and filed with the Town Clerk before January 31st of the coming year and shall be a thirteen (13) month calendar; inclusive of January of the following year. Special meetings may be called by a majority of the members of said Commission.

Any member of the Commission who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the Commission and the vacancy shall be filled as hereinbefore provided, except that the Commission may vote to waive the requirements of the section in each case where illness or other extenuating circumstances make it impossible for a member to meet the attendance requirements of this section.

It shall be the responsibility of the Chairman of the Commission to notify the Town Council when a member has not properly performed his/her duties.

Appointment and removal of any member of the *Ledyard Parks and Recreation and Commission Senior Citizens* shall be as provided for in Chapter IV, Section 9, of the Town Charter.

Section 5. Implementation

Within two weeks after the adoption date of this ordinance, all current members of the Parks and Recreation Commission of the Town of Ledyard and the current members of the Senior Citizens Commission for the Town of Ledyard shall indicate to their respective chairman their desire to serve on the Ledyard Parks, Recreation and Senior Citizens Commission.

The respective chairman shall thereafter report to the Town Council the desires of their members. In addition, the respective chairman shall make recommendations to the Town Council regarding present members to serve on the combined commission.

The Town Council shall appoint members to the Ledyard Parks, Recreation, and Senior Citizens Commission no later than the effective date of the Ordinance.

Section 6 Responsibilities and Duties

1. To annually prepare a budget containing its estimates of expenses and revenues to carry out its programs and the purposes of this Ordinance; and to submit the same to the Mayor for inclusion in the annual budget of the Town of Ledyard. When requested, and at least annually, *the Ledyard Parks, Recreation, and Senior Citizens Commission* shall make reports to the Town Council.
2. Shall adopt Rules of Procedure and establish policies for programs and the operation and use of facilities under the Commission's jurisdiction.
3. To plan the development, improvement and expansion of park lands and recreation facilities and other facilities under the Commission's jurisdiction, including the acquisition, erection, installation, improvement, and replacement of park or recreation facilities and equipment.
4. To develop, establish, improve and coordinate recreational programs to benefit the general population in the Town of Ledyard. Including nutrition, health, social services, transportation and other concerns of Ledyard's senior citizens.
5. To seek federal, state and private funds and may accept any money, gifts or endowment and expend the same for its designated purpose, provided such conditions does not remove any portion of the Commission from the control of the facilities or programs; or in any manner limit the use of the facility or programs to further the purpose of the Commission.
6. To engage such employees as assigned by the Mayor and other contractors hired by the Town of Ledyard to provide programs and services, and to maintain facilities under the *Ledyard Parks, Recreation, and Senior Citizens Commission's* administrative control and oversight within the budgetary limits of said Commission.
7. The *Ledyard Parks, Recreation, and Senior Citizens Commission* shall serve to represent senior citizens at town meetings, before the Town Council or before its committees, and if required before other organizations.

Section 7. Severability

If any section, or part of a section, of this Ordinance shall be held by a court of competent jurisdiction to be invalid, such holding shall not be deemed to invalidate the remaining provisions hereof.

Section 8. Cancellation and Amendment of Previous Ordinances

- This Ordinance amends Ordinance #100-016 "*An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard*".
- This Ordinance cancels and supersedes Ordinance #100-014 "*An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard*".

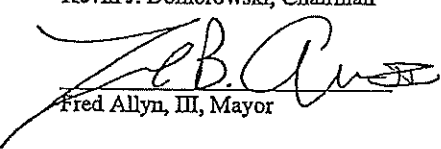
Section 9. Effective Date

In accordance with the Town Charter this ordinance shall become effective on the twenty-first (21st) day after such publication following its final passage.

Adopted by the Ledyard Town Council on: April 26, 2023


Kevin J. Dombrowski, Chairman

Approved / Disapproved on: 4/27/23


Fred Allyn, III, Mayor

Published on:

Effective Date:

Patricia A. Riley, Town Clerk

Revisions:

Parks and Recreation Commission

Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Adopted by Town Meeting December 11, 1967; Ordinance #12 "Ordinance Creating a Parks and Recreation Commission for the Town of Ledyard" Amended and Adopted December 22, 1972; Ordinance # 137 "An Ordinance Amending an Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; Renumbered Ordinance #137 to #100-014 on September 25, 2019 as part of the Twenty-fourth Town Council 2017-2019 Ordinance Update Initiative Project.

Senior Citizens Commission

Ordinance #58 "An Ordinance Establishing a Permanent Commission for Senior Citizens for the Town of Ledyard," adopted on September 28, 2011 and overrode the Mayor's disapproval/veto on October 12, 2011.-Ordinance #147 "An Ordinance Amending an Ordinance Establishing a Senior Citizens Commission in the Town of Ledyard" adopted December 13, 2017; Renumbered Ordinance #134 to #100-016 on September 25, 2019 as part of the Twenty-fourth Town Council's 2017-2019 Ordinance Update Initiative Project.

History:

2023: Ordinance #100-014 "An Ordinance Creating A Parks and Recreation Commission for the Town of Ledyard" adopted on October 22, 2014; and Ordinance #100-106 "An Ordinance Establishing a Senior Citizens Commission for the Town of Ledyard" were combined to become Ordinance #100-016 (rev 1). The duties of both Commissions remained in place and some minor editorials were made throughout the document creating a *Parks and Recreation and Senior Citizens Commission*.



TOWN OF LEDYARD CONNECTICUT

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

Chairman Kevin J. Dombrowski

June 29, 2023

Mr. Brandon Graber
Board of Education
42 Church Hill Road
Ledyard, Connecticut 06339

Dear Mr. Graber:

Thank you for your interest to serve on the Committee to Review the Budget Process. You were among three candidates the Board of Education submitted for consideration. Unfortunately, the make-up of the Committee only called for two Board of Education representatives.

In making appointments the Town Council worked to ensure the Committee was appropriately representative. Although the selection was a difficult one, other candidates were chosen for this short-term (4-month) assignment.

Your commitment to the town is of significant value and we encourage you to attend their Committee to Review the Budget Process meetings as they are open to the community, and your experience and input would be appreciated.

Sincerely,

Kevin J. Dombrowski
Chairman

Roxanne Maher

From: Naomi Rodriguez
Sent: Monday, July 03, 2023 1:08 AM
To: Town Council Group; Nina Diaz
Subject: Re: Follow up on meeting 6/28/2023

Hello Ms. Diaz,

This is to acknowledge that I have received and read your letter in its entirety. Thank you for your letter, the Town Council appreciates resident input.

Respectfully,

Naomi Rodriguez,
Ledyard Town Councilor

From: Nina Diaz <ninadiaz24@yahoo.com>
Sent: Thursday, June 29, 2023 4:06 PM
To: Town Council Group <TownCouncil@ledyardct.org>
Subject: Follow up on meeting 6/28/2023

Good afternoon,

I wanted to take a moment and follow up on last night's meeting. There is some info that is important to share after hearing council members remarks regarding the signs plastered in and around town.

While I appreciate Naomi stating "if you see something, say something" or "to notify to police", I personally spoke with Troop E CT state police twice yesterday regarding the signs. They are refusing to remove them. This is not the first time CT state pd has declined to step in regarding the patriot front propaganda. While the signs may seem harmless or be considered as free speech to some, they are actually a recruiting tactic used by the group.

The lack of awareness within the board and or PD is frightening considering that in recent years CT has seen the highest increase of antisemitic and hate propaganda, incidents and hate crimes. In 2021 alone, there was a 40% increase ranking CT in the top 10 states of hate group activities by the ADL. For anyone to claim that the best thing to do is "not give it the attention" only gives them further traction. As Mr. Saums stated "patriot front was started by a teenager", who do we think these signs are aimed at recruiting?

In recent years anytime a "Black lives matter" sign was put up in town, they were immediately removed and community members were reminded of rules and regulations by town officials. Yet these signs get the "don't give it attention" response from the chair of town council.... That is terrifying especially as a mother of biracial children.

While I do not believe anyone has "the answer or solution" I do believe it is imperative to work together and also have some type of faith in our community leaders. I say this because it seems as though the ONLY time we hear anything, is when we show up to a meeting and speak on continued issues and the lack of awareness and or support the majority of our community leaders and or police dept seem to have. I want to be able to feel safe in town, I want my brown and black children to feel safe, my brown and black neighbors and friends to feel safe and also feel as if they belong. In order for that to happen, our elected officials need to speak up, speak out, educate themselves, and most importantly GET INVOLVED!!!!

I apologize for not stating this last night. I did not share this information as Mr.Dombrowskie was already extremely upset, and caused multiple people in the room to flinch or jump(you can watch the video, niaomi specifically can be seen flinching at his extremely aggressive gavel hits) even after being informed there were community members with ptsd in the room. Given that this was not the first time Kevin raised his voice at me as if I was an unruly child or disobedient wife(you can watch the Feb 2023 meeting regarding black history month), I absolutely did not feel safe or comfortable based on his behavior.

I anticipate your prompt response.

Best-
Ginnina Diaz

[Sent from Yahoo Mail on Android](#)



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Deondre Bransford
8 Lynn Drive
Ledyard, Connecticut 06339

Dear Mr. Bransford:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Jessica Buhle
65 Pheasant Run Drive
Gales Ferry, Connecticut 06335

Dear Ms. Buhle:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programing and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Jessica Cobb
7 Whippoorwill Drive
Gales Ferry, Connecticut 06335

Dear Ms. Cobb:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

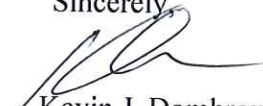
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programing and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as you knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Kenneth J. DiRico
8 Melanie Lane
Gales Ferry, Connecticut 06335

Dear Mr. DiRico:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

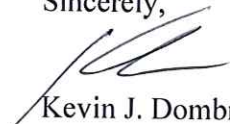
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

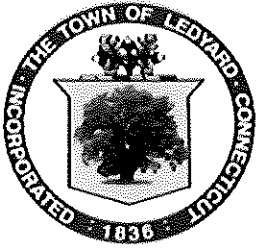
The Town Council appreciates your interest to continue to serve on the new combined Commission as your knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Shaileen C. English
164 Iron Street
Ledyard, Connecticut 06339

Dear Ms. English:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

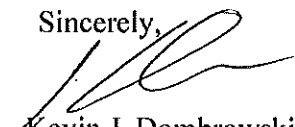
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Lucrezia Finegan
133 Baldwin Hill Road
Gales Ferry, Connecticut 06335

Dear Ms. Finegan:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

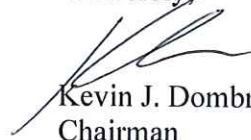
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programing and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as you knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Charles Gallagher
12 Sherwood Trace
Gales Ferry, Connecticut 06335

Dear Mr. Gallagher:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

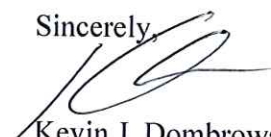
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as you knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Loretta Kent
1363 Baldwin Hill Road
Gales Ferry, Connecticut 06335

Dear Ms. Kent:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

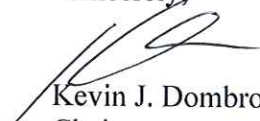
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programing and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as you knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. Thomas Olsen
1083 Long Cove Road
Gales Ferry, Connecticut 06335

Dear Mr. Olsen:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Parks and Recreation Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Parks and Recreation Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs and the management of the town's recreational parks and facilities under the Commission's jurisdiction, promoting an active and healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk; Parks and Recreation Commission

Town of Ledyard

Committee/Commission/Board

Vacancy Report June 27, 2023

<i>Committee/Commission/Board</i>	<i>Party</i>	<i>Term</i>	<i>Term Expiration</i>	<i>Appointing Authority</i>
Board of Assessment Appeals (Alternate Member)	D-R-U	4 year	(New Position)	Town Council
Board of Assessment Appeals (Alternate Member)	D-U	4 year	(New Position)	Town Council
Cable Advisory Board	Board of Education Rep	2 Year	7/1/2022	Town Council
Conservation Commission (Alternate Member)	D-U-R	3 Year	7/31/2023	Mayor
Economic Development Commission	D-R-U	3 Year	9/1/2025	Mayor
Historic District Commission (Alternate Member)	D-R-U	5 year	12/4/2027	Town Council
Historic District Commission (Alternate Member)	R-U	5 year	12/4/2023	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Farmers Market	D-R-U	3 Year	5/9/2024	Town Council
Nursing Board	D-R-U	3 Year	10/31/2025	Mayor
Planning & Zoning Commission (Alternate Member)	D-R-U	3 Year	12/31/2025	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	8/26/2023	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	(New Position)	Town Council
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor

Apply on-line at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

- Visit the Town's website at <http://ledyardct.org>
- From the "Department Drop Down menu select **Committee/Commissions/Boards**
- Click on the **Vacancy** Tab – You can review List
- Click on **Apply Tab** – Located at top right corner of screen
- Follow prompts

Contacts:

Republican Nominating Committee

Mike France
Telephone (860) 271-3816
E-Mail: mikefrance@alumi.usc.edu

Democrat Nominating Committee

Naomi Rodriguez
Telephone: (860) 381-9209
E-Mail: ledyarddtcncnaomi@comcast.net

Unaffiliated

Administrative Assistant Roxanne Maher:
Telephone (860) 464.3203
E-Mail: council@ledyardct.org

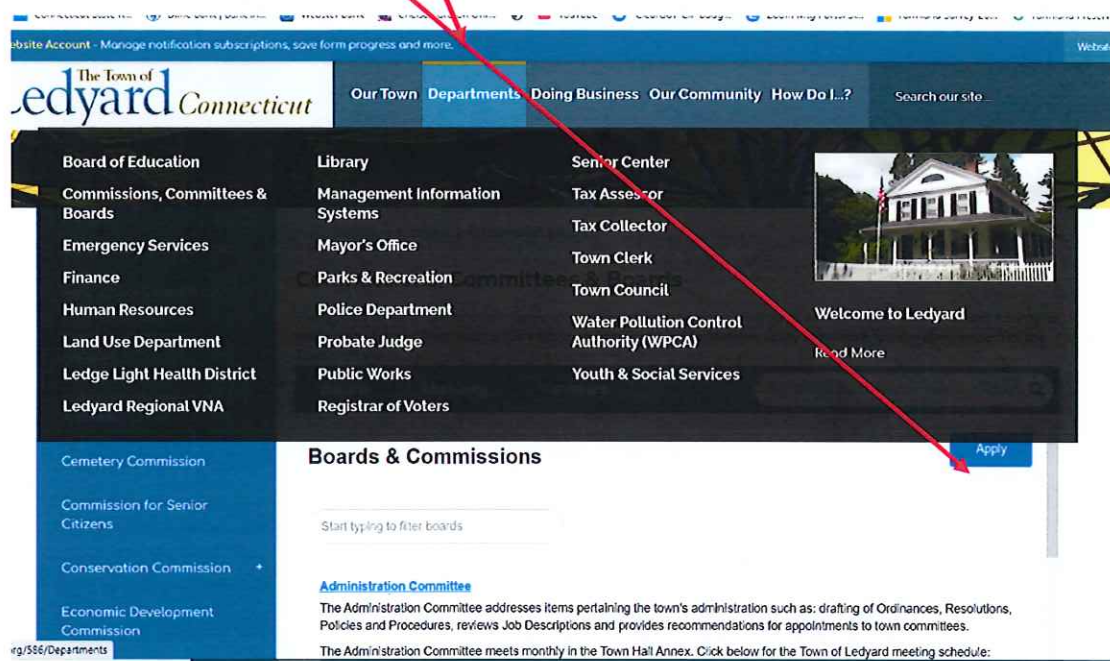
Please see instructions to apply on-line:

Visit the new Granicus/Legistar Meeting Portal at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

Or It can be found by:

- Visiting the Town's website at <http://ledyardct.org>
- From the "**Department Drop** Down menu select **Committee/Commissions/Boards**
- Click on the **Vacancy** Tab – You can review List
- Click on **Apply** Tab – Located at top right corner of screen
- Follow prompts





TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms Arleen Brown
259 Gallup Hill Road
Ledyard, Connecticut 06339

Dear Ms Brown:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

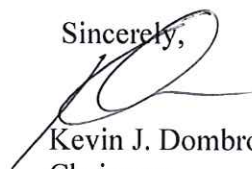
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation as well as advocat for Ledyard's senior citizens, promoting a healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission

Town of Ledyard

Committee/Commission/Board

Vacancy Report June 27, 2023

<i>Committee/Commission/Board</i>	<i>Party</i>	<i>Term</i>	<i>Term Expiration</i>	<i>Appointing Authority</i>
Board of Assessment Appeals (Alternate Member)	D-R-U	4 year	(New Position)	Town Council
Board of Assessment Appeals (Alternate Member)	D-U	4 year	(New Position)	Town Council
Cable Advisory Board	Board of Education Rep	2 Year	7/1/2022	Town Council
Conservation Commission (Alternate Member)	D-U-R	3 Year	7/31/2023	Mayor
Economic Development Commission	D-R-U	3 Year	9/1/2025	Mayor
Historic District Commission (Alternate Member)	D-R-U	5 year	12/4/2027	Town Council
Historic District Commission (Alternate Member)	R-U	5 year	12/4/2023	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Farmers Market	D-R-U	3 Year	5/9/2024	Town Council
Nursing Board	D-R-U	3 Year	10/31/2025	Mayor
Planning & Zoning Commission (Alternate Member)	D-R-U	3 Year	12/31/2025	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	8/26/2023	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	(New Position)	Town Council
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor

Apply on-line at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

- Visit the Town's website at <http://ledyardct.org>
- From the "Department Drop Down menu select **Committee/Commissions/Boards**
- Click on the **Vacancy** Tab – You can review List
- Click on **Apply Tab** – Located at top right corner of screen
- Follow prompts

Contacts:

Republican Nominating Committee

Mike France
Telephone (860) 271-3816
E-Mail: mikefrance@alumi.usc.edu

Democrat Nominating Committee

Naomi Rodriguez
Telephone: (860) 381-9209
E-Mail: ledyarddtcncnaomi@comcast.net

Unaffiliated

Administrative Assistant Roxanne Maher:
Telephone (860) 464.3203
E-Mail: council@ledyardct.org

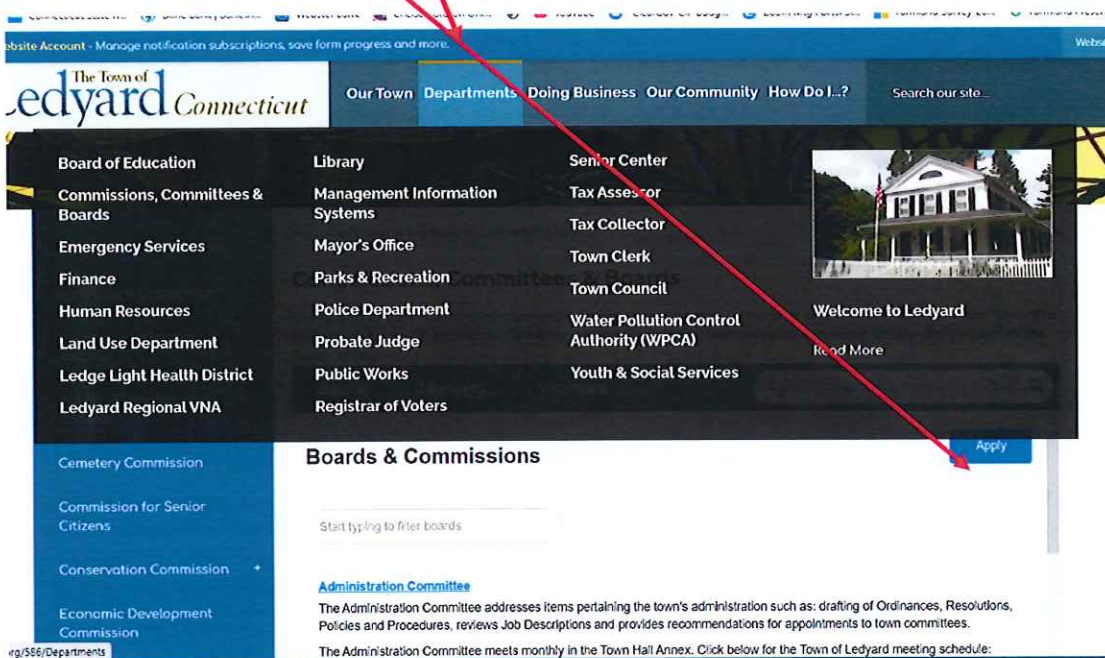
Please see instructions to apply on-line:

Visit the new Granicus/Legistar Meeting Portal at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

Or It can be found by:

- Visiting the Town's website at <http://ledyardct.org>
- From the "**Department Drop Down** menu select **Committee/Commissions/Boards**
- Click on the **Vacancy Tab** – You can review List
- Click on **Apply Tab** – Located at top right corner of screen
- Follow prompts





TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Paula Crocker
1500 Route 12
Gales Ferry, Connecticut 06335

Dear Ms. Crocker:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

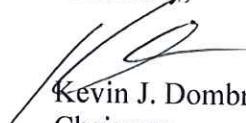
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programing and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation as well as advocating for Ledyard's senior citizens, promoting a healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as you knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Margaret Anne Harding
50 Pheasant Run Drive
Gales Ferry, Connecticut 06335

Dear Ms. Harding:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

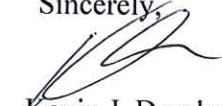
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programing and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation and as well as advocating for Ledyard's senior citizens, promoting a healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as you knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Katherine Milde
185 Spicer Hill Road
Ledyard, CT 06339

Dear Ms. Milde:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

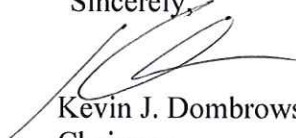
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programing and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation as well as advocating for Ledyard's senior citizens, promoting a healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission

Town of Ledyard

Committee/Commission/Board

Vacancy Report June 27, 2023

<i>Committee/Commission/Board</i>	<i>Party</i>	<i>Term</i>	<i>Term Expiration</i>	<i>Appointing Authority</i>
Board of Assessment Appeals (Alternate Member)	D-R-U	4 year	(New Position)	Town Council
Board of Assessment Appeals (Alternate Member)	D-U	4 year	(New Position)	Town Council
Cable Advisory Board	Board of Education Rep	2 Year	7/1/2022	Town Council
Conservation Commission (Alternate Member)	D-U-R	3 Year	7/31/2023	Mayor
Economic Development Commission	D-R-U	3 Year	9/1/2025	Mayor
Historic District Commission (Alternate Member)	D-R-U	5 year	12/4/2027	Town Council
Historic District Commission (Alternate Member)	R-U	5 year	12/4/2023	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Farmers Market	D-R-U	3 Year	5/9/2024	Town Council
Nursing Board	D-R-U	3 Year	10/31/2025	Mayor
Planning & Zoning Commission (Alternate Member)	D-R-U	3 Year	12/31/2025	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	8/26/2023	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	(New Position)	Town Council
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor

Apply on-line at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

- Visit the Town's website at <http://ledyardct.org>
- From the "Department Drop Down menu select **Committee/Commissions/Boards**
- Click on the **Vacancy** Tab – You can review List
- Click on **Apply Tab** – Located at top right corner of screen
- Follow prompts

Contacts:

Republican Nominating Committee

Mike France

Telephone (860) 271-3816

E-Mail: mikefrance@alumi.usc.edu

Democrat Nominating Committee

Naomi Rodriguez

Telephone: (860) 381-9209

E-Mail: ledyarddtcncnaomi@comcast.net

Unaffiliated

Administrative Assistant Roxanne Maher:

Telephone (860) 464.3203

E-Mail: council@ledyardct.org

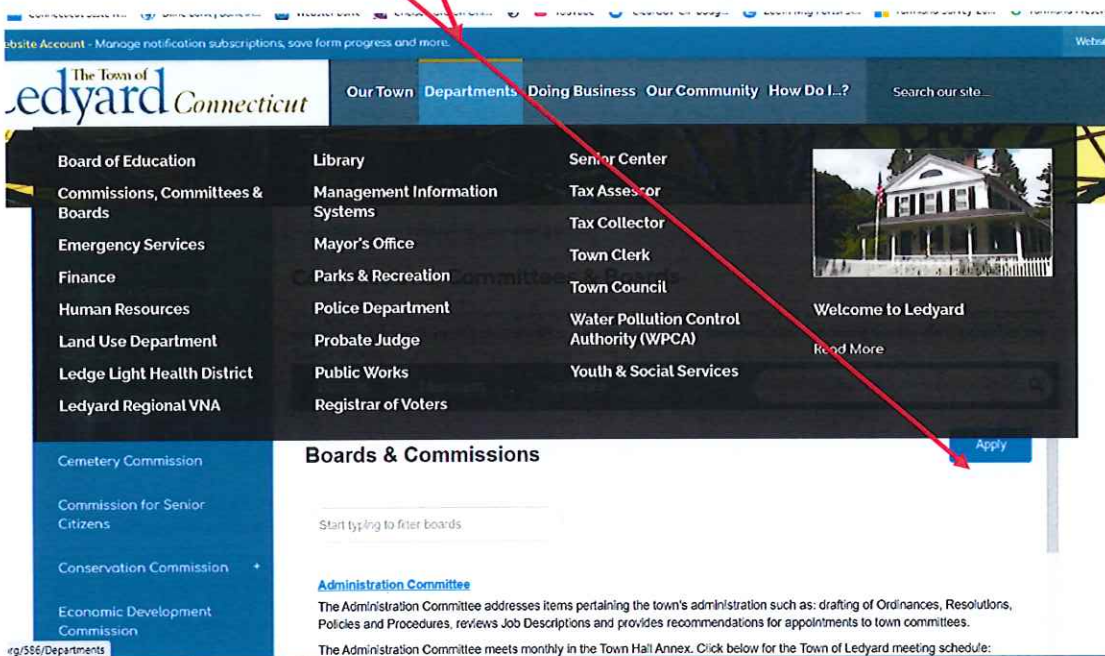
Please see instructions to apply on-line:

Visit the new Granicus/Legistar Meeting Portal at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

Or It can be found by:

- Visiting the Town's website at <http://ledyardct.org>
- From the "**Department Drop Down** menu select **Committee/Commissions/Boards**
- Click on the **Vacancy** Tab – You can review List
- Click on **Apply Tab** – Located at top right corner of screen
- Follow prompts





TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms Carol Ann Schneider
101 Inchcliffe Drive
Gales Ferry, Connecticut 06335

Dear Ms Schneider:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation as well as advocating for Ledyard's senior citizens, promoting a healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,

Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission

Town of Ledyard

Committee/Commission/Board

Vacancy Report June 27, 2023

<i>Committee/Commission/Board</i>	<i>Party</i>	<i>Term</i>	<i>Term Expiration</i>	<i>Appointing Authority</i>
Board of Assessment Appeals (Alternate Member)	D-R-U	4 year	(New Position)	Town Council
Board of Assessment Appeals (Alternate Member)	D-U	4 year	(New Position)	Town Council
Cable Advisory Board	Board of Education Rep	2 Year	7/1/2022	Town Council
Conservation Commission (Alternate Member)	D-U-R	3 Year	7/31/2023	Mayor
Economic Development Commission	D-R-U	3 Year	9/1/2025	Mayor
Historic District Commission (Alternate Member)	D-R-U	5 year	12/4/2027	Town Council
Historic District Commission (Alternate Member)	R-U	5 year	12/4/2023	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	R-U	2 Year	10/31/2024	Town Council
Inland Wetland & Water Courses (Alternate Member)	D-R-U	2 Year	10/31/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Beautification Cmt	D-R-U	3 Year	5/9/2023	Town Council
Ledyard Farmers Market	D-R-U	3 Year	5/9/2024	Town Council
Nursing Board	D-R-U	3 Year	10/31/2025	Mayor
Planning & Zoning Commission (Alternate Member)	D-R-U	3 Year	12/31/2025	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	8/26/2023	Town Council
Retirement Board (Alternate Member)	D-U	3 Year	(New Position)	Town Council
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor
Zoning Board of Appeals (Alternate)	D-R-U	6 Year	12/6/2023	Mayor

Apply on-line at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

- Visit the Town's website at <http://ledyardct.org>
- From the "Department Drop Down menu select **Committee/Commissions/Boards**
- Click on the **Vacancy** Tab – You can review List
- Click on **Apply Tab** – Located at top right corner of screen
- Follow prompts

Contacts:

Republican Nominating Committee

Mike France

Telephone (860) 271-3816

E-Mail: mikefrance@alumi.usc.edu

Democrat Nominating Committee

Naomi Rodriguez

Telephone: (860) 381-9209

E-Mail: ledyardddtcnnaomi@comcast.net

Unaffiliated

Administrative Assistant Roxanne Maher:

Telephone (860) 464.3203

E-Mail: council@ledyardct.org

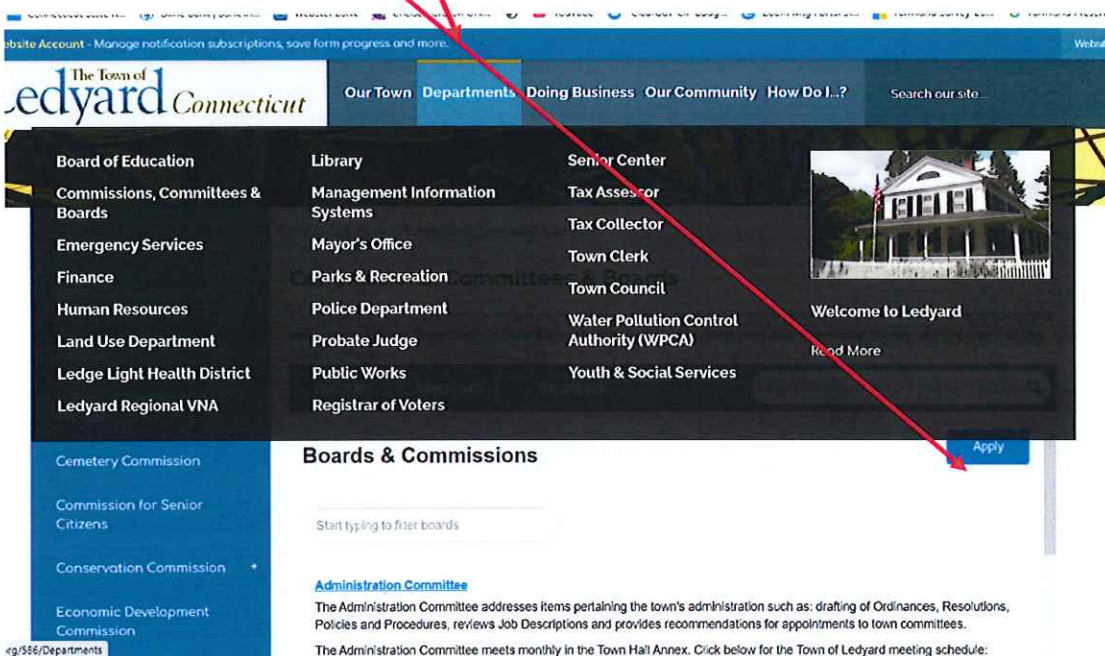
Please see instructions to apply on-line:

Visit the new Granicus/Legistar Meeting Portal at:

<https://www.ledyardct.org/244/Commissions-Committees-Boards>

Or It can be found by:

- Visiting the Town's website at <http://ledyardct.org>
- From the "**Department Drop Down** menu select **Committee/Commissions/Boards**
- Click on the **Vacancy** Tab – You can review List
- Click on **Apply** Tab – Located at top right corner of screen
- Follow prompts





TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Norma Sokolski
14 Mary Belle Circle
Ledyard, Connecticut 06339

Dear Ms. Sokolski:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

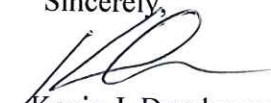
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a for a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation as well as advocating for Ledyard's senior citizens, promoting a healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as your knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Mr. John W. Thomas
23 Bittersweet Drive
Gales Ferry, Connecticut 06335

Dear Mr. Thomas:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.

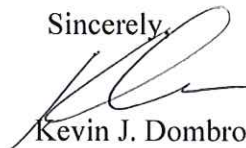
Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation as well as advocating for Ledyard's senior citizens, promoting a healthy community.

Your knowledge, experience, forethought and dedication have been of significant value to our community. The Town Council sincerely hopes that you will consider serving the town in another capacity as your knowledge and experience would be a great resource to others.

Sincerely,



Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

June 29, 2023

Ms. Majorie Winslow
3 Wolf Ridge Gap
Ledyard, Connecticut 06339

Dear Ms. Winslow:

On behalf of the Ledyard Town Council, I would like to extend a sincere thank you for your time and dedication to the town as a member of the Senior Citizens Commission.

We are grateful for the outstanding service you have given to the town and appreciated your interest and input as we worked through the process to adopt Ordinance #001-016 (rev. 1) "*An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard*".

The initiative to combine the two commissions was not a reflection on the performance of either of the commissions. Each year as we work to provide a responsible but lean budget, local officials have to consider all options to improve efficiencies and reduce costs.


Moving the Parks & Recreation Department from their building on Blonders Boulevard to the Senior Citizens Center on Van Tassel Drive, Gales Ferry in 2020 allowed the two departments to share staff and resources. Combining the two commissions will eliminate the duplication of work, streamline daily operations, provide financial and space benefits, and efficiencies in time management providing support for additional programming and events.

In accordance with the timeline provided in Ordinance #001-016 (rev. 1) steps have been taken by both the Parks and Recreation Commission and Senior Citizens Commission to provide a seamless transition to the combined commission. These steps also included the Town Council's action to discharge the Senior Citizens Commission at its June 28, 2023 meeting.

The work of your Commission has been a significant contribution in the development of programs that support nutrition, health, and services such as transportation as well as advocating for Ledyard's senior citizens, promoting a healthy community.

The Town Council appreciates your interest to continue to serve on the new combined Commission as your knowledge and experience has been and will continue to be of significant value to our community.

Sincerely,


Kevin J. Dombrowski
Chairman

cc: Town Clerk; Senior Citizens Commission



Chairman Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT

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

June 29, 2023

Mr. Scott Johnson, Jr.
Director Parks, Recreation, & Senior Citizens Commission
Van Tassell Drive
Gales Ferry, Connecticut 06335

Dear Mr. Johnson:

With the Town Council's June 28, 2023 action to appoint members to the newly combined Parks, Recreation, and Senior Citizens Commissions, Councilor Naomi Rodriguez was assigned to serve as the Commission's Liaison

Councilor Naomi Rodriguez may be reached at the following address:

Councilor Naomi Rodriguez
6 Saint Peters Court
Ledyard, Connecticut 06339
Telephone: (860) 464-2003
e-mail address: naomir@ledyardct.org

Should you have any further questions feel free to contact Councilor Rodriguez; Town Council Chairman Kevin J. Dombrowski at telephone (860) 383-6463; or myself at telephone (860) 464-3203.

Sincerely,

Roxanne M. Maher
Administrative Assistant to the
Town Council

cc: Councilor Gary Paul



Chairman Kevin J. Dombrowski

TOWN OF LEDYARD CONNECTICUT

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

Mr. Brandon Graber
Board of Education
42 Church Hill Road
Ledyard, Connecticut 06339

Dear Mr. Graber:

Thank you for your interest to serve on the Committee to Review the Budget Process. You were among three candidates the Board of Education submitted for consideration. Unfortunately, the make-up of the Committee only called for two Board of Education representatives.

In making appointments the Town Council worked to ensure the Committee was appropriately represented. Although the selection was a difficult one, other Board of Education candidates were chosen for this short-term (4-month) assignment.

Your commitment to the town is of significant value and we encourage you to attend the Committee to Review the Budget Process meetings as they will be open to the community, and your experience and input would be appreciated.

Sincerely,

Kevin J. Dombrowski
Chairman

KJD/rm



TOWN OF LEDYARD CONNECTICUT

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

Chairman Kevin J. Dombrowski

June 29, 2023

Ms. Jessica Buhle
65 Pheasant Run Drive
Gales Ferry, Connecticut 06335

Dear Ms. Buhle:

Thank you for your interest to serve on the Committee to Review the Budget Process. The Town Council received interest from five residents to represent the Community-at-Large. Unfortunately, the make-up of the Committee only called for four residents to serve in this capacity.

All of the candidates offered experience, talent and demonstrated their commitment to our community. Although the selection was a difficult one, other candidates were chosen for this short-term (4-month) assignment.

We appreciate your interest and continued dedication to serve our community and value the contributions you are currently providing in serving on the Conservation Commission, and the Economic Development Commission.

Our town's volunteers are the backbone of our community, and your involvement is of significant value and is instrumental to the success of our community.

Sincerely,

Kevin J. Dombrowski
Chairman



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1861

Agenda Date: 8/23/2023

Agenda #: 1.

REPORT
ADMINISTRATION COMMITTEE

Fiscal Year 2023/2024 Report:
Administration Committee

Meeting Action Detail:

Town Council Meeting 07/26/2023

File #: [23-1861](#) Version: 1

Type: Report

Title: Administration Committee Report

Minute Note:



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1862

Agenda Date: 8/23/2023

Agenda #: 2.

REPORT
COMMUNITY RELATIONS COMMITTEE

Fiscal Year 2023/2024 Report:
Community Relations Committee

Meeting Action Detail:

Town Council Meeting 07/26/2023

File #: [22-1862](#) Version: 11

Type: Report

Title: Community Relations Committee Report

Minute Note:



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1863

Agenda Date: 8/23/2023

Agenda #: 3.

REPORT
FINANCE COMMITTEE

Fiscal Year 2023/2024 Report:
Finance Committee

Meeting Action Detail:

Town Council Meeting 07/29/2023:

File #: [23-1864](#) Version: 1

Type: Report

Title: Finance Committee Report

Minute Note:



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1864

Agenda Date: 8/23/2023

Agenda #: 4.

REPORT
LAND USE/PLANNING/PUBLIC WORKS COMMITTEE

Fiscal Year 2023/2024 Report:

Land Use/Planning/Public Works Committee

Meeting Action Detail:

Town Council Meeting 07/26/2023:

File #: [23-1864](#) Version: 1

Type: Report

Title: Land Use/Planning/Public Works Committee Report

Minute Note:



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1879

Agenda Date: 8/23/2023

Agenda #: 5.

REPORT
LIAISON REPORT
SENIOR CITIZENS COMMISSION

Fiscal Year 2022/2023 Liaison Report:
Water Pollution Control Authority

Meeting Action Detail:

Town Council Meeting 07/26/2023

File #: [23-1879](#) Version:

Type: Report

Title: Water Pollution Control Authority Report

Minute Note:



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1882

Agenda Date: 8/23/2023

Agenda #:

REPORT

REPORT OF THE MAYOR: REPORT OF THE MAYOR

Mayor Report Fiscal Year 2023/2024:

Meeting Action Detail:

Town Council Meeting 07/26/2023:

File #: [23-1882](#) Version: 1
Type: Report

Title: Mayor's Report

Minute Note:

Mayor's Report

7-26-23

Public information session re: Long Pond/ Whitford Brook watershed work was held on 7/11 6-8PM. 28 residents attended (including Stonington folks). Mayor did intro, then Presentation by Steve Masalin and WMC Engineers, followed by a Q&A. Will bid the bridge this fall for spring construction, as well as engineering for dam and culvert replacements. The latter isn't expected to be complete for 3-4 years.

Attended meeting at LMS with Superintendent, Wayne Donaldson, Colliers, O&G regarding gym floor. It cannot be determined if the nails pre-existed the project or not as they sanded as many as 10 coats of polyurethane from the maple floors. Once the many years of finish was removed, the nails apparently became more evident. We unanimously agreed that the best course of action is for the Town to hire a contractor to come in, countersink screws, install maple plugs over screw heads, sand flush with floor and polyurethane areas with plugs. Cost is anticipated to be minimal.

Attended a US Sub Base change of Command. New VA Class sub is now homeported in Groton, adding to the local fleet and population.

Held a ribbon cutting at "The Creamery at Sweet Hill". Charlene Rand is doing a nice job with the operation and her first fundraiser was to support the Ledyard Youth Soccer Club. She raised \$400 for this group! Thank you to Ledyard EDC for making this ribbon-cutting happen.

Sent letters to Nursing Board members to officially disband the Nursing Board. Thank all for their service to the Town and offered other opportunities to volunteer if they wish.

I chaired the first SECCOG Solid Waste Committee meeting on 7/18. After intro's of members, we discussed the components of the waste stream, speaker lineup for the coming meetings, various municipal formats (subscription (Preston), town-wide (Ledyard), Public Works (New London). Next we dive into single stream, organics and glass cullet.

Town Hall reconfigurations in the works. 1st will be merger of Tax Collector and Tax Assessor into one office area, followed by Registrars (to help support the early voting), then Land Use Department merger.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1843

Agenda Date: 7/26/2023

Agenda #: 1.

FINANCIAL BUSINESS REQUEST (FBR)

Motion/Request:

MOTION to transfer up-to \$21,027.00 from Police Capital Vehicle Account 21020101-57510 to Police Capital New Equipment Account 21020101-57300 to allow for the purchase of new Glock 9mm Handguns for Ledyard Police Department.

Background:

In accordance with recent trends in law enforcement, including changes to standard issue firearms for the Federal Bureau of Investigation and the Connecticut State Police, the department Firearms Training staff conducted testing of handguns with the intention of transitioning to a 9mm platform. The selected handgun, the Glock G45 MOS 9mm pistol, will be equipped with an optic system commonly referred to as a “red dot” sight. The use of red dot sights has been shown to improve shooting accuracy at all distances in varying light conditions.

Factors considered in the Firearms Training Unit Proposal included:

- Handgun frame size with consideration to varying hand sizes within the department
- Shooting accuracy and marksmanship (Red dot vs fixed sights)
- Availability to use one’s peripheral vision while shooting (both eyes open)
- Reduced Ammunition Cost, 9mm vs. .45 caliber
- Officer performance under stress conditions (Bristol)
- Additional capacity per magazine (17 rounds vs. 13 rounds)
- Age of current equipment
- Credit for equipment trade in (\$10,850.00 or \$310 per unit)
- Available state contract pricing

The quote includes the pistols with mounted optics, holsters and weapon mounted lights.

Department Comment/Recommendation:

This proposal addresses officer safety concerns by providing our officers with current and highly effective equipment. Additionally, ammunition costs will be reduced by approximately \$1000 per order, and enhanced shooting accuracy should be considered with relation to department liability.

The department recommends the transfer of funds.

Finance Director Comment/Recommendation:

Account #21020101-57510 Police Capital - Vehicle has a current, unencumbered balance of \$147,865.

Account #21020101-57300 Police Capital - New Equipment has a current, unencumbered balance of \$1.

Mayor Comment/Recommendation:

This was a Capital request for FY24 that was culled due to budgetary constraints. I support this motion but for the record, LPD has moved from 9mm to .40 cal. to .45ACP and now back to 9mm. Going forward, I'd like to better continuity with a chosen platform as each change has a financial impact. I have high confidence in the MOS sight platforms as well.

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

File #: [23-1843](#) Version: 1

Type: Financial Business Request (FBR)

Title: MOTION to transfer up-to \$21,027.00 from Police Capital Vehicle Account 21020101-57510 to Police Capital New Equipment Account 21020101-57300 to allow for the purchase of new Glock 9mm Handguns for Ledyard Police Department

Moved: Ryan **Seconded:** Ingalls

Action: Recommend to Approve

Minute Note:

Moved by Councilor Ryan, seconded by Councilor Ingalls

Discussion: Councilor Saums stated the background information regarding the funding request for the Police Department to change from the current 45 caliber handgun to the 9mm handgun platform noted the improvements in the 9mm handgun included an optic system commonly referred to as a “*red dot*” and that the ammunition costs would be reduced by approximately \$1, 000 per order. He addressed the importance of the red dot optic system for shooting accuracy and for liability.

Police Chief John Rich explained in accordance with recent trends in law enforcement, including changes to standard issue firearms for the Federal Bureau of Investigation (FBI) and the Connecticut State Police, that Ledyard’s Firearms Training Staff has conducted the testing of handguns with the intention of transitioning to a 9mm platform. He explained that the selected handgun, the Glock G45 MOS 9mm pistol, would be equipped with an optic system commonly referred to as a “red dot” sight. He stated the use of *red dot* sights has been shown to improve shooting accuracy at all distances in varying light conditions.

Chief Rich went on to explain the following factors considered in the Firearms Training Unit Proposal

included:

- Handgun frame size with consideration to varying hand sizes within the department.
- Shooting accuracy and marksmanship at all distances and in varying light conditions (Red dot vs fixed sights).
- Availability to use one's peripheral vision while shooting (both eyes open).
- Reduced Ammunition Cost - 9mm versus 45 caliber
- Additional capacity per magazine (17 rounds vs. 13 rounds)
- Officer performance under stress conditions (Bristol).
- Age of current equipment - typically keep handguns about 8 - 10 years
- Credit for equipment trade in (\$10,850.00 or \$310 per unit)
- Available State Contract Pricing

Chief Rich stated as Councilor Saums mentioned that the ammunition costs would be reduced by approximately \$1,000 per order, explaining that the 9mm held 17 rounds per magazine versus the current 13 rounds per magazine with the 45 caliber handgun.

Councilor Saums questioned the gun manufacturer they would be purchasing the handguns from. Chief Rich stated that they would continue to use the Glock noting they manufactured a high-quality product, noting that the *red dot* sights would come installed on the handgun.

Councilor Ryan noted during the Fiscal Year 2023/2024 Budget Work Sessions the Finance Committee decided not to include funding in the Police Capital Account for the purchase of the new handguns, as requested. He went on to note that the Police Capital - New Equipment Account (#21020101-57300) only had a balance of \$1; and that the requested \$21,027 would be transferred from the Police Capital Vehicle Account to purchase the 9mm handguns. Therefore, he questioned how this transfer would impact the Police Department relative to their vehicle replacement schedule. Chief Rich explained that when the Police Department provides traffic services at construction sites, etc., that the Contractor pays for the Police Officer, the use of the Police Cruiser, etc. noting that the funding received for the police cruiser was allocated to their Vehicle Capital Account. He stated because they had a lot of work this year with Eversource replacing the transmission lines, Frontier Communications installing the fiber network throughout the entire town, tree work, and other projects, that the Police Department has received more revenue than they have typically received in past years. Therefore, he stated the transfer of these funds and for the next item (#2) on tonight's agenda would not adversely impact the funding for the cruiser replacement schedule for Fiscal Year 2023/2024. He noted they were scheduled to replace one Administrative Vehicle and one Cruiser this year (fy 23/24).

Councilor Ryan questioned in preparing the annual budget whether they included estimated the revenues for the Police Vehicle Replacement received from the Police Construction work. Finance Director Matthew Bonin explained the budget included an expense item and corresponding revenue item for the Police Vehicle Replacement.

Councilor Ingalls questioned whether Police Officers would require more training relative to the *red dot optic*

sight platform; and whether seeing the red dot would change a person's behavior. Chief Rich explained the lead time to receive the 9mm handguns/equipment was about four-months. He stated during that time the Police Department would be obtaining new qualifications. He stated went on to explain that only the Police Officer would see the *red dot*, and that the person would not see the *red dot*. However, he stated with the Tasers the person does see the *red dot* and that it could change the person's behavior.

Councilor Saums noted they had good questions; and received good answers. He stated the town had the funds to purchase the new handguns. He stated the 9mm handgun with the *red dot optic sight* and four more rounds was a lifesaving platform.

VOTE: 3 - 0 Approved and so declared

Quote#	QUO58511
Date	11/17/2022
Exp. Date	12/17/2022

Bill To:

Attn: Sgt Ryan Foster
Ledyard Police Dept
737 Colonel Ledyard Hwy
Ledyard, CT 06339-1511
United States

Ship To:

Attn: Sgt Ryan Foster
Ledyard Police Dept
737 Colonel Ledyard Hwy
Ledyard, CT 06339-1511
United States

Glock 45 With Acro-P2 and trades

ID	Name	Terms	Sales Rep	Shipping Method
6108	Ledyard Police Dept	Net 30	Erik Carlson	UPS Ground

#	Item Name	Description	Quantity	Unit Price	Amount
1	GLOCK-PA455S302MOS7A1	Glock G45 MOS 9mm 3-17rd magazines Aimpoint ACRO P2 direct mount installed, Ameriglo Non-tritium front and rear sights	28	904.00	25,312.00
2	Trade In SKU for Quote	----- CREDITS FOR ITEMS TRADED IN ----- QTY 28 - GLOCK G21 Gen 4 pistols w/standard controls and NS - \$310.00 each QTY 7 - GLOCK G30 pistols w/ standard controls and NS - \$310.00 each		-10,850.00	-10,850.00
3	SAF-7360RDS-28327-411	Safariland 7360RDS 7TS ALS/ SLS Level III Mid-Ride, Right Hand, SafariSeven Black Fits: Glock 45MOS with Optics, TLR-7	24	155.00	3,720.00
4	SAF-7360RDS-28327-412	Safariland 7360RDS 7TS ALS/ SLS Level III Mid-Ride, Left Hand, SafariSeven Black Fits: Glock 45MOS with Optics, TLR-7	3	155.00	465.00
5	STR-69420	Streamlight TLR-7 Tactical Light w / Rail Locating Keys and CR123A Lithium Battery	28	120.00	3,360.00
6	OSA-FREIGHT	Freight Charge (Will be added at time of invoice)	1	0.00	0.00

ACCEPTANCE OF QUOTATION

The above prices, specifications, and conditions are satisfactory and are hereby accepted.

Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.

Quotation is valid until Dec 17, 2022

Signature: _____ Date: _____

Subtotal:	22,007.00
Discount:	0.00
Tax Total:	0.00
Freight:	0.00
Total:	22,007.00

Handgun Upgrade



Purpose

To explore various options to replace the department's current duty weapon to a weapon that offers the option to run a pistol mounted red dot optic and in doing so switch from .45ACP to 9mm.

To complete this objective, the firearms cadre obtained 2 Sig P320 handguns for a trial period of 45 days to acclimate the firearms cadre with the weapon platform to better evaluate the vast differences between platforms. After this testing period the cadre decided on the Glock 45.

Why 9mm?

Since 2007 several companies have dramatically increased the terminal effectiveness of many premium line law enforcement projectiles. 9mm Luger options now offers select projectiles which are, under identical testing conditions, outperforming most of the premium line .40 S&W and .45 Auto projectiles tested by the FBI.

Shot placement is paramount and law enforcement officers on average strike an adversary with only 20 – 30 percent of the shots fired during a shooting incident. 9mm Luger options offers higher magazine capacities, less recoil, lower cost (both in ammunition and wear on the weapons) and higher functional reliability rates. The majority of FBI shooters are both FASTER in shot strings fired and more ACCURATE with shooting a 9mm Luger.

Why 9mm? (cont.)

In terms of damage sustained there is little to no noticeable difference in the wound tracks between premium line law Auto enforcement projectiles from 9mm Luger through the .45 Auto. Due to the elastic nature of most human tissue and the low velocity of handgun projectiles relative to rifle projectiles, it has long been established by medical professionals, experienced in evaluating gunshot wounds, that the damage along a wound path visible at autopsy or during surgery cannot be distinguished between the common handgun calibers used in law enforcement.

Optics v. Iron Sights

Simplicity - Iron sights rely on your ability to line up all components for maximum precision. Pistol mounted optics give you the aiming point up front. This allows for your focus on your shot instead of lining everything up to take the shot. A red dot makes acquiring and tracking your target much easier than just using iron sights.

Accuracy - Another thing about iron sights is that you need to be aware of your focal plane when using them. With red dot optics, you don't. This eliminates human error from manual sighting that can impact accuracy, and pistol mounted optics reticles are notably precise once they've been properly zeroed.

Target Acquisition - A high-quality pistol mounted optic has a crisp, bright dot that can be easily seen in nearly any lighting condition. Your eyes are instantly drawn to the aiming point, and the dot is incredibly accurate, which provides more confidence to take the shot quicker.

Situational Awareness - Pistol mounted optics are specifically designed for shooting with both eyes open, unlike iron sights and most riflescopes. Shooting with both eyes open allows the shooter to maintain maximum situational awareness with a full field of view. Pistol mounted optics are ideal for duty use because officers can locate and track targets without losing sight of what is unfolding on scene.

Liability

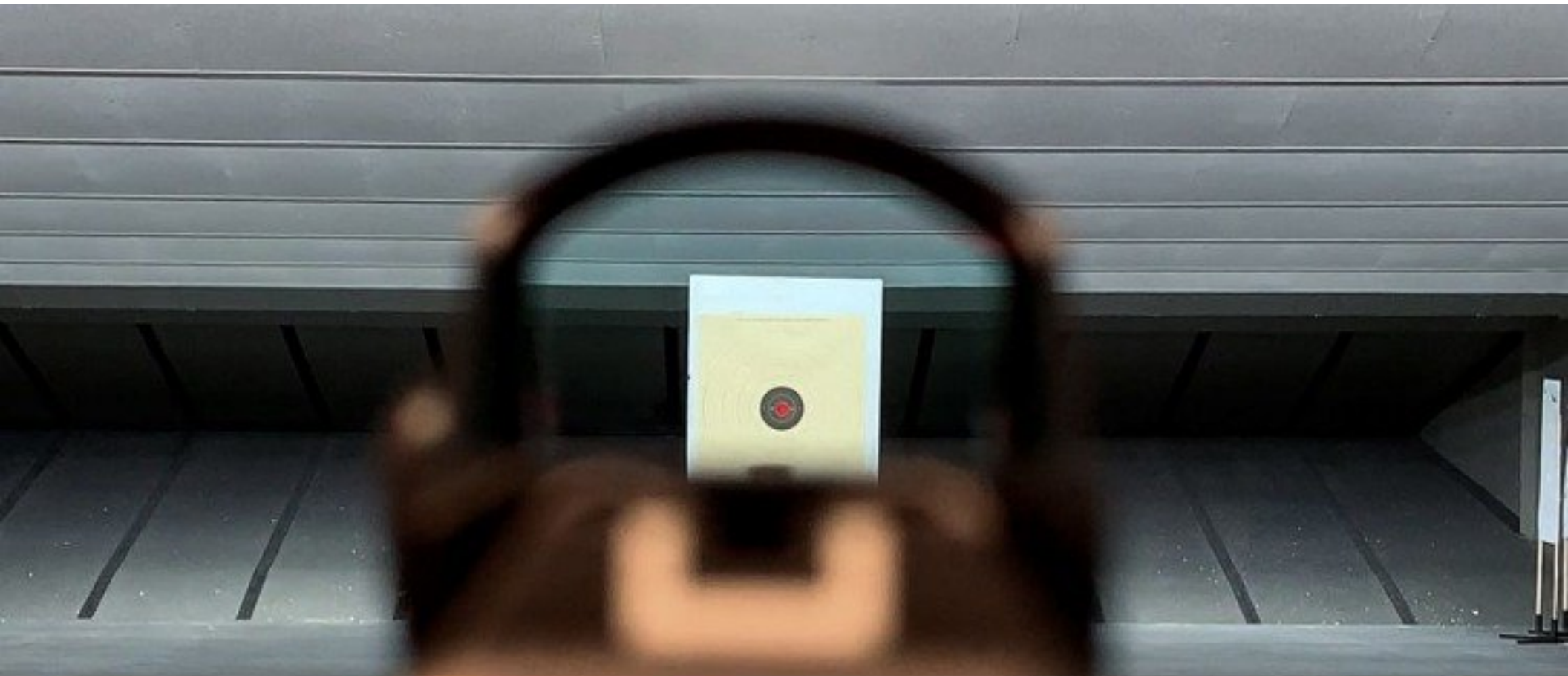
“An optic gives you the opportunity to see your sight and be target-focused. They allow police officers to focus on the threat, make a good use-of-force decision and then superimpose the red dot on the threat. In low-light engagements, it allows you to see and to make good, solid hits”

- Sig Sauer Academy Chief Training Officer Scott Reidy, 30 years LE and 4 years USMC.

Pistol mounted optics make it so shooters no longer have to focus on “equal height, equal light” and can focus on the target instead. Normally, accurate shooting requires a focused front sight post with blurred rear sights and blurred target. This is a major problem from a use of force stand point. What if while aiming at an armed suspect, the suspect suddenly drops the weapon? Will the Officer be able to see that if the suspect (target) is blurry? What if an innocent bystander walks between the suspect (target) and the Officer?



Sight picture
w/ traditional iron sights



Sight picture
w/ optic



Glock 45 (9mm) w/ Aimpoint ACRO optic

Glock 45

A crossover design originally developed for the US Military. The Glock 45 encompasses the full gripped design of the Glock 17 paired with the compact barrel of the Glock 19.

This weapon is the perfect balance of capacity and ease of carry making it easier for Officers of all sizes to confidently and comfortably utilize this weapon.

Over the few years the makeup of the department has changed drastically. With the addition of three female officers, this handgun has proven to be more versatile to fit our new variety.



Why we chose the Glock 45

We chose Glock because it is a platform that we are familiar with and comfortable with. This department has been using Glock handguns for more than a decade and have not had any instances of malfunctions with the weapons. Our firearms instructors are all Glock certified armorers, and our patrol division has extensive training with the Glock platform.

During this testing period with did try two separate versions of the Sig Sauer P320, while we thoroughly enjoyed the craftsmanship of the firearms it made sense from both a practical and cost standpoint to stick with Glock. The Sig Sauer equivalent of the Glock 45 w/ Acro would cost roughly \$150.00 more per gun costing a rough total of \$5,250.00 extra.

We should also note that the FBI, the standard in law enforcement, also uses a variant of the Glock 45 as their issued duty pistol. The Connecticut State Police has also switched from Sig Sauer to the Glock 45.

Aimpoint ACRO P2

Magnification: 1X
Objective Lens Dimensions: 20x20 mm
Reticle: 3.5-MOA red dot
Length: 1.9 inches
Weight: 2.1 ounces

It's an enclosed-tube design, more commonly seen on carbines, but now adapted for handguns. Advantages of the closed tube are immediately apparent: The entire system is, as the name implies, closed to the elements. While other dot styles leave the emitter open to the environment where it can potentially be impacted by rain, snow, mud, dust or other everyday hindrances, the Acro is sealed.



Why we chose the Aimpoint ACRO

We chose the Aimpoint ACRO because it is one of the few pistol mounted optics that are considered by the FBI to be “duty rated”. The FBI has tested several different types of optics numerous types of drills to test multiple factors of the optic to include durability, ease of use, sight picture and several other rigorous tests. Only the Aimpoint ACRO and the Trijicon RMR have been approved by the agency to be issued to agents in the field.

While testing these weapons we found that we needed an optic with a closed emitter. Our region has weather that changes by the hour. The closed emitter style that is the ACRO enables our officer's optics to free from water, dirt, snow and any other type of debris that could inhibit the use of the optic. The optic incorporates internal 3D cues that assist the user in locating the red dot and properly aligning the optic.

Cost of ammunition

Jurek Brothers (Winchester) – 2022

Training .45 (500/case) = \$157.39
x 12 = \$1,888.68

Duty .45 (500/case) = \$214.56 x 4
= \$858.24

Total = \$2,746.92

Training 9mm (500/case) =
\$114.60 x 12 = \$1,375.20

Duty 9mm (500/case) = \$160.14 x
4 = \$640.56

Total = \$2,015.76

Total Savings = \$731.16

5-year savings = \$3,655.80

7-year savings = \$5,118.12

AAA Police Supply (Federal) – 2021

Training .45 (1000/case) = \$281.00
x 10 = \$2,810.00

Duty .45 (1000/case) = \$385.00 x 2 =
\$770.00

Total = \$3,580.00

Training 9mm (1000/case) =
\$203.00 x 10 = \$2,030.00

Duty 9mm (1000/case) = 287.00 x
2 = \$574.00

Total = \$2,604.00

Total Savings = \$976.00

5-year savings = \$4,880.00

7-year savings = \$6,832.00



Bristol, CT

On Wednesday October 12, 2022 at 10:42pm three Bristol Police Officers were ambushed by a rifle wielding suspect. Officer Alec Iurato, the only surviving Officer on scene was equipped with a 9mm handgun with a pistol mounted Trijicon optic. Despite being severely wounded and his brother Officers having already been killed, Officer Iurato was able to shoot and kill the suspect with one round to the neck from a distance of 90 feet. During the time of the shooting the area was dark being lit only by weapon and street lights. The use of a pistol mounted optic, gave Officer Iurato a huge advantage, despite being outgunned, to engage the suspect with a clear sight picture to make his one and possibly only shot count.



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1823

Agenda Date: 7/26/2023

Agenda #: 2.

FINANCIAL BUSINESS REQUEST (FBR)

Motion/Request:

MOTION to transfer up to \$8,863.00 from Police Capital Vehicle Account 21020101-57510 to Police Capital New Equipment Account 21020101-57300 to allow for the replacement of critical accident investigation and reconstruction equipment for Ledyard Police Department.

Background:

The Department has an Accident Investigation/Reconstruction Team consisting of specially trained officers who investigate fatal and serious injury crashes in town. In 2017, the department led the formation of the Southeast Connecticut Regional Traffic Unit in partnership with the Stonington and the Town of Groton Police Departments. These specially trained officers utilize special measuring devices that utilize lasers for accurate mapping and reconstruction of crash scenes. The equipment owned by Ledyard Police Department is now outdated and recently experienced a total failure which delayed the completion of a fatal crash investigation. The department is requesting this transfer of funds to replace the failing equipment.

Department Comment/Recommendation:

Replace the equipment per the attached quote at the state contract price.

Finance Director Comment/Recommendation:

Account #21020101-57510 Police Capital - Vehicle has a current, unencumbered balance of \$147,865.

Account #21020101-57300 Police Capital - New Equipment has a current, unencumbered balance of \$1.

Mayor Comment/Recommendation:

I support this request in support of a critical role these officers play in accident reconstruction. This team has been deployed in multiple area towns to provide this crucial service.

Meeting Action Detail:

Finance Committee Meeting 07/19/2023:

File #: [23-1823](#) Version: 1

Type: Financial Business Request (FBR)

Title:

Moved: Ingalls Seconded: Ryan

Action: Recommend to Approve

Minute Note:

Moved by Councilor Ingalls, seconded by Councilor Ryan

Discussion: Councilor Saums stated the Ledyard Police Department has an Accident Investigation/Reconstruction Team that investigates fatal and serious injury crashes in the area. He stated because their equipment has become outdated the department was requesting \$8,863.00 be transferred from the Police Capital Vehicle Account (#21020101-57510) to Police Capital New Equipment Account (#21020101-57300) to replace the failing equipment. He noted as discussed in New Business Item #1 (see above) that the transfer of these funds would not adversely impact the Police Department's vehicle replacement schedule.

Police Chief John Rich provided some background noting in 2017, Ledyard's Police Department led the formation of the Southeast Connecticut Regional Traffic Unit in partnership with the Stonington and the Town of Groton Police Departments. He stated this Unit was comprised of specially trained officers that uses special measuring devices such as lasers for the accurate mapping and the reconstruction of fatal crash scenes. He stated recently they experienced a total failure of the data collector which delayed the completion of a fatal crash investigation. He also explained that the new laser equipment had a Bluetooth type of communication that would talk with the other end of the equipment, which their current equipment does not have. Therefore, he stated the updated equipment, although it would be the same type of evidence collection process, that it would greatly improve the integration of the digital data, inspections, maps/overlays of the scene that would produce presentations/reports that could be used in court process. He stated this equipment could tell them when the brakes went on, the speed of the vehicle, etc. He stated this \$8,863.00 would purchase the critical mapping equipment that would reproduce the accident scene as it was when the Police Officers were doing the investigation.

Councilor Ryan questioned Ledyard received revenue from the other towns who were part of the Southeast Connecticut Regional Traffic Unit. Chief Rich stated that Ledyard was currently partnering with the Town of Groton and North Stonington; and that he anticipated that the new Police Chief of the City of Groton would like to also join the Regional Unit. He explained should there be a fatal accident in one of the Regional Unit Towns that Ledyard would send Police Officers to that town to operate the reconstruction equipment. He stated although Ledyard did not receive revenue from the other Regional Unit Towns that they received "In-Kind" services such as a Canine Unit, etc. that Ledyard would not pay for. He concluded by stating as part of the Regional Traffic Unit that the Towns shared resources and personnel.

Mayor Allyn stated VN Engineers completed a county wide traffic safety study, which showed the most dangerous intersections. He stated that he would share the Report with the Town Council.

Councilor Ryan reiterated as mentioned during New Business Item #1, that Chief Rich anticipated that use of the \$8,863.00 from the Police Capital Vehicle Account would be covered by the additional revenue from the Police services provided for construction contractors. Chief Rich stated that was correct.

VOTE: 3 - 0 Approved and so declared

Action: Recommend to Approve

6912 South Quentin Street, Suite A
Centennial, CO 80112

Today's Date: 06/12/23
Expiration Date: 07/12/23

To: Ledyard Police Department (Ledyard, US)
737 Colonel Ledyard Highway
Ledyard CT 06339
United States

LTI Rep: Craig Wright
Phone: 770.714.1917
Email: cwright@lasertech.com

Attn: Officer Matt Andrade
Phone: 860-428-0457
Email: Ofc.andrade@ledyardct.org

Shipping Method	FOB Point	Payment Terms
FedEx Ground	Destination	Net 30

Special Instructions: Pricing per CT State Contract 19PSX0094AB. Freight included. Due to component availability & shipping delays ETA is approx 6 weeks.

Qty	Item	Description	Unit Price	Total
1	3004670	(TS) FIXED TRIBACH ADAPTER	\$42.40	\$42.40
1	3005013	Tribach W/Laser Plummet	\$179.10	\$179.10
1	3204743-E	Software, Faro Zone, 2D	\$185.00	\$185.00
1	3504272	(TS) LTI BI-POD LEGS	\$186.45	\$186.45
1	7006000	(TS) MAPSTAR TRUANGLE	\$1,294.26	\$1,294.26
1	7006875	TRUPULSE 200X	\$1,712.96	\$1,712.96
1	7035070	KIT,ANGLE ENCODER/TRUANGLE, AI	\$1,155.60	\$1,155.60
1	7035165	Kit, Android Tablet, Basic Pkg	\$1,482.00	\$1,482.00
1	7035196	Kit, Trupoint 300, IOS Incident Mapping Package	\$2,625.00	\$2,625.00
TERMS AND CONDITIONS: <ul style="list-style-type: none"> Prices noted above are not valid with any other quotes or offers. Pricing does not include applicable sales tax. A 15% restocking fee will be added to all cancelled or returned orders. Shipping charges are estimated and subject to change. Please allow 3-4 weeks for delivery, unless otherwise specified. These commodities, technology and/or software are subject to export control laws, including the U.S. Export Administration Regulations. Exports and re-exports may require an export license from the U.S. and/or other governments. Diversion contrary to U.S. or other export control laws is prohibited. 			Subtotal	\$8,862.77
			Sales Tax@0.00%	\$0.00
			Freight	\$0.00
			Total(USD)	\$8,862.77

Scott Forman 6.12.23

Authorized By

Date

6912 South Quentin Street, Suite A
Centennial, CO 80112


Digitally signed by Cheri Miller
DN: cn=Cheri Miller, o=us,
email=CMiller@lasertech.com,
c=US
Date: 2023.06.12 13:36:31

Authorized By

6/12/23

Date

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0094

Contract Award Date:

5 April 2019

Proposal Due Date:

8 January 2019

SUPPLEMENT DATE:

13 May 2019

CONTRACT AWARD SUPPLEMENT #1

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories

FOR: All Using State Agencies,
Political Subdivisions and
Not-for-Profit Organizations

TERM OF CONTRACT:

1 April 2019 through 19 February 2021

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (Non-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
-	-	-	-

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Applied Concepts, Inc. dba Stalker Radar**

Company Address: **855 E Collins Blvd., Richardson, TX 75081**

Tel. No.: **800-782-5537 Ext. 191**

Contact Person: **Jan Achilles**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **N/A**

Company E-mail Address: jana@stalkerradar.com

Agrees to Supply Political SubDivisions: **Yes**

PLEASE NOTE:

- Address for Applied Concepts was inadvertently not updated on the RFP-38 and should read 855 E Collins Blvd., Richardson, TX 75071 not 2609 Technology Drive, Plano, TX 75074-7467. Address is listed correctly in the Participating Addendum for Applied Concepts.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

CONTRACT AWARD NO.:

19PSX0094

Partial Contract Award Date:

5 April 2019

Final Contract Award Date:

9 May 2019

RFP Due Date:

8 January 2019

FINAL CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories

FOR: All Using State Agencies, Political Subdivisions and Not-for-Profit Organizations		TERM OF CONTRACT: 5 April 2019 through 19 February 2021	
		AGENCY REQUISITION NUMBER:	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
-	-	\$300,000.00	\$300,000.00 – Estimate*

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

***NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

- The attached Participating Addendums (PA) for Applied Concept, Inc. dba Stalker Radar, DragonEye Technology, LLC and MPH Industries, Inc. have been added to the Contract and authorizes all using state agencies, political subdivisions and not-for-profit organizations of the State of Connecticut the use of the NAPSO ValuePoint Contract #00218 for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories.
- Link to NASPO ValuePoint Contract #00218 for Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories: <https://www.naspovaluepoint.org/portfolios/details/police-radar-lidar/>
- Please refer to page 2 for Contractor information and page 3 for list of contract categories.
- Due to administrative error, the term of Contract has been revised from 1 April 2019 through 19 February 2021 to 5 April 2019 through 19 February 2021.

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Applied Concepts, Inc. dba Stalker Radar**

Company Address: **2609 Technology Drive, Plano, TX 75074-7467**

Tel. No.: **800-782-5537 Ext. 191**

Contact Person: **Jan Achilles**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$100,000.00 – Estimate***

Company E-mail Address: jana@stalkerradar.com

Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **DragonEye Technology, LLC**

Company Address: **5680 Oakbrook Parkway, Suite 149, Norcross, GA 30093**

Tel. No.: **770-441-7712 x 156**

Contact Person: **Debra Shaw**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$100,000.00 – Est.***

Company E-mail Address: dshaw@dragoneyetech.com

Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **MPH Industries, Inc.**

Company Address: **316 E. 9th Street, Owensboro, KY 42303**

Tel. No.: **888-689-9222**

Contact Person: **John Broxon**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$100,000.00 – Est.***

Company E-mail Address: jhbroxon@mphindustries.com

Agrees to Supply Political SubDivisions: **Yes**

CONTRACT CATEGORIES

Category A – Police Radar/Lidar Products (Speed Enforcement):

This category is for vehicle-mounted and hand-held radar and Lidar speed measuring devices.
Awarded to the following Contractors:

Applied Concepts, Inc.
DragonEye Technology, LLC
Kustom Signals, Inc.
Laser Technology, Inc.
MPH Industries, Inc.
Pulse Technology Partners, LLC

Category B – Pole/Trailer Mounted Police Radar/Lidar Products (Speed Advisory Systems):

This category is for pole and trailer-mounted radar and Lidar speed measuring devices.
Awarded to the following Contractors:

Applied Concepts, Inc.
Kustom Signals, Inc.
MPH Industries, Inc.

Category C – Lidar Products for Crash Reenactment:

This category is for Lidar speed measuring devices used for crash reenactment.
Awarded to the following Contractors:

Laser Technology, Inc.

Category D – Parts & Accessories:

Awarded to the following Contractors:

Applied Concepts, Inc.
DragonEye Technology, LLC
Kustom Signals, Inc.
Laser Technology, Inc.
MPH Industries

Additional Items:

Awarded to the following Contractors:

Applied Concepts, Inc.
DragonEye Technology, LLC
Kustom Signals, Inc.
Laser Technology, Inc.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum allows for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories, led by the State of Washington along with a multi-state sourcing team for use by State agencies and political subdivisions and institutions in accordance with Conn. Gen. Stat. §4a-54 located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as the State of Connecticut ("State"), Department of Administrative Services (DAS), Procurement Division Contract #19PSX0094.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each using State Agency, Political Subdivision and institution in accordance with Conn. Gen. Stat. §4a-54 ("Participating Entity") that purchases under the Master Agreement will be treated as an individual customer(s). Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Washington NASPO ValuePoint Master Agreement;
2. Washington NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State in writing, and attached to the Master Agreement. No other terms and conditions apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Washington
Address: State of Washington, Department of Enterprise Services, 1500 Jefferson
Street SE, Olympia, WA 98501
Contact Person: Richard Worthy
Telephone: 360-407-7932
E-mail: richard.worthy@des.wa.gov

Contractor:

Name: Applied Concepts, Inc.
Address: 855 E Collins Blvd., Richardson, TX 75081
Contact Person: Jan Achilles
Telephone: 972-398-3790
E-mail: jana@a-concepts.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,
Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Linda LoSchiavo
Telephone: 860-713-5078
E-mail: linda.loschiavo@ct.gov

5. Orders:

Any order placed by a Participating Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

order agree in writing that another contract or agreement applies to such order.

All purchase orders shall contain the Master Agreement No. 00218 and the DAS Contract No. 19PSX0094.

6. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State or any of its Participating Entities.

6.1. Definitions.

The following definitions apply to this Participating Addendum:

- (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (d) Contract: Master Agreement and this Participating Addendum
- (e) Contractor: A person or entity who executes the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (g) DAS: Department of Administrative Services.
- (h) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
- (i) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

6.2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics 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.

6.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

6.7. Executive Orders.

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 the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

6.8. Nondiscrimination.

(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;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (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 Connecticut General Statutes §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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (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, 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 job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6.9. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.10. Tangible Personal Property.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6.12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

6.13. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

6.14. Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Washington's negotiated terms and conditions or the Master Agreement between NASPO ValuePoint and Applied Concepts, Inc. and any of its Exhibits, shall not apply to Connecticut or any of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

7. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Applied Concepts, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: Applied Concepts, Inc.
By: (Original Signature on Document in Procurement Files)	By: (Original Signature on Document in Procurement Files)
Name: Linda LoSchiavo	Name: Jan Achilles
Title: Contract Specialist	Title: Sales Administrator
Date: 9 May 2019	Date: May 8, 2019

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum allows for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories, led by the State of Washington along with a multi-state sourcing team for use by State agencies and political subdivisions and institutions in accordance with Conn. Gen. Stat. §4a-54 located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as the State of Connecticut ("State"), Department of Administrative Services (DAS), Procurement Division Contract #19PSX0094.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each using State Agency, Political Subdivision and institution in accordance with Conn. Gen. Stat. §4a-54 ("Participating Entity") that purchases under the Master Agreement will be treated as an individual customer(s). Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Washington NASPO ValuePoint Master Agreement;
2. Washington NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State in writing, and attached to the Master Agreement. No other terms and conditions apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Washington
Address: State of Washington, Department of Enterprise Services, 1500 Jefferson
Street SE, Olympia, WA 98501
Contact Person: Richard Worthy
Telephone: 360-407-7932
E-mail: richard.worthy@des.wa.gov

Contractor:

Name: DragonEye Technology, LLC
Address: 5680 Oakbrook Parkway, Suite149, Norcross, GA 30093
Contact Person: Debra Shaw
Telephone: 770-441-7712 x 156
E-mail: dshaw@dragoneyetech.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,
Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Linda LoSchiavo
Telephone: 860-713-5078
E-mail: linda.loschiavo@ct.gov

5. Orders:

Any order placed by a Participating Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

order agree in writing that another contract or agreement applies to such order.

All purchase orders shall contain the Master Agreement No. 00218 and the DAS Contract No. 19PSX0094.

6. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State or any of its Participating Entities.

6.1. Definitions.

The following definitions apply to this Participating Addendum:

- (a) **Claims**: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) **Confidential Information**: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) **Confidential Information Breach**: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (d) Contract: Master Agreement and this Participating Addendum
- (e) Contractor: A person or entity who executes the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (g) DAS: Department of Administrative Services.
- (h) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
- (i) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

6.2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics 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.

6.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

6.7. Executive Orders.

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 the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

6.8. Nondiscrimination.

(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;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (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 Connecticut General Statutes §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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (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, 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 job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6.9. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.10. Tangible Personal Property.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6.12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

6.13. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

6.14. Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Washington's negotiated terms and conditions or the Master Agreement between NASPO ValuePoint and DragonEye Technology, LLC and any of its Exhibits, shall not apply to Connecticut or any of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

7. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

DragonEye Technology, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: DragonEye Technology, LLC
By: (Original Signature on Document in Procurement Files)	By: (Original Signature on Document in Procurement Files)
Name: Linda LoSchiavo	Name: Scott Patterson
Title: Contract Specialist	Title: President & CEO
Date: 7 May 2019	Date: 11 April 2019

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum allows for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories, led by the State of Washington along with a multi-state sourcing team for use by State agencies and political subdivisions and institutions in accordance with Conn. Gen. Stat. §4a-54 located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as the State of Connecticut ("State"), Department of Administrative Services (DAS), Procurement Division Contract #19PSX0094.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each using State Agency, Political Subdivision and institution in accordance with Conn. Gen. Stat. §4a-54 ("Participating Entity") that purchases under the Master Agreement will be treated as an individual customer(s). Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Washington NASPO ValuePoint Master Agreement;
2. Washington NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State in writing, and attached to the Master Agreement. No other terms and conditions apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Washington
Address: State of Washington, Department of Enterprise Services, 1500 Jefferson
Street SE, Olympia, WA 98501
Contact Person: Richard Worthy
Telephone: 360-407-7932
E-mail: richard.worthy@des.wa.gov

Contractor:

Name: MPH Industries, Inc.
Address: 316 East Ninth Street, Owensboro, KY 42303
Contact Person: John Broxon
Telephone: 888-689-9222
E-mail: jhbroxon@mphindustries.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,
Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Linda LoSchiavo
Telephone: 860-713-5078
E-mail: linda.loschiavo@ct.gov

5. Orders:

Any order placed by a Participating Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

order agree in writing that another contract or agreement applies to such order.

All purchase orders shall contain the Master Agreement No. 00218 and the DAS Contract No. 19PSX0094.

6. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State or any of its Participating Entities.

6.1. Definitions.

The following definitions apply to this Participating Addendum:

- (a) **Claims**: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) **Confidential Information**: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) **Confidential Information Breach**: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (d) Contract: Master Agreement and this Participating Addendum
- (e) Contractor: A person or entity who executes the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (g) DAS: Department of Administrative Services.
- (h) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
- (i) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

6.2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics 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.

6.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

6.7. Executive Orders.

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 the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

6.8. Nondiscrimination.

(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;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (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 Connecticut General Statutes §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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (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, 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 job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6.9. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.10. Tangible Personal Property.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6.12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

6.13. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

6.14. Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Washington's negotiated terms and conditions or the Master Agreement between NASPO ValuePoint and MPH Industries, Inc. and any of its Exhibits, shall not apply to Connecticut or any of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

MPH Industries, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: MPH Industries, Inc.
By: (Original Signature on Document in Procurement Files)	By: (Original Signature on Document in Procurement Files)
Name: Linda LoSchiavo	Name: John Broxon
Title: Contract Specialist	Title: President
Date: 7 May 2019	Date: 4/22/19

CONTRACT AWARD
RFP-38 Rev. 11/18/16
Prev. Rev. 3/12/14

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

Linda LoSchiavo
Contract Specialist

860-713-5078
Telephone Number

CONTRACT AWARD NO.:

19PSX0094

Contract Award Date:

1 April 2019

RFP Due Date:

8 January 2019

PARTIAL CONTRACT AWARD

IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION:

Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories

FOR: All Using State Agencies, Political Subdivisions and Not-for-Profit Organizations		TERM OF CONTRACT: 1 April 2019 through 19 February 2021	
		AGENCY REQUISITION NUMBER:	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
-	-	\$300,000.00	\$300,000.00 – Estimate*

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

***NOTE:** Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

- The attached Participating Addendums authorize all using state agencies, political subdivisions and not-for-profit organizations of the State of Connecticut the use of the NAPSO ValuePoint Contract #00218 for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories.
- Link to NASPO ValuePoint Contract #00218 for Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories: <https://www.naspovaluepoint.org/portfolios/details/police-radar-lidar/>
- Please refer to the next page for Contractor information.

The signature below by the DAS Contract Specialist is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

APPROVED _____

LINDA LOSCHIAVO

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Kustom Signals, Inc.**

Company Address: **9652 Loiret Boulevard, Lenexa, KS 66219**

Tel. No.: **800-458-7866 x 3023**

Contact Person: **Robin Jess**

Remittance Address: **P.O. Box 776238, Chicago, IL 60677-6238**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$100,000.00 – Est.***

Contact E-mail Address: rjess@kustomsignals.com

Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Laser Technology Inc.**

Company Address: **6912 S. Quentín Street, Centennial, CO 80112**

Tel. No.: **303-649-1000 Ext. 175**

Contact Person: **Cheri Miller**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$100,000.00 – Est.***

Contact E-mail Address: cmiller@lasertech.com

Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)

Company Name: **Pulse Technology Partners, LLC**

Company Address: **320 Seven Springs Way, Suite 250, Brentwood, TN 37027**

Tel. No.: **615-218-7993**

Contact Person: **John McConnell**

Certification Type (SBE, MBE or None): **None**

Prompt Payment Terms: **0% 00 Net 45**

Contract Value: **\$100,000.00 – Est.***

Contact E-mail Address: john.mcconnell@ptpcorporate.com

Agrees to Supply Political SubDivisions: **Yes**

Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories

Client Agency Instructions on How to Use This Contract:

This Contract has been awarded as a multiple award to six (6) Contractors: Applied Concepts, Inc., DragonEye Technology, LLC, Kustom Signals, Inc., Laser Technology Inc., MPH Industries, Inc. and Pulse Technology Partners, LLC. Client Agencies may use any of the six (6) Contractors listed on the Contract.

The Client Agency should read the Participating Addendums and the NASPO ValuePoint WSCA/NASPO) Contract #00218 for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts, and Accessories prior to selecting and issuing a purchase order. The Client Agency should also consider the following criteria when selecting a Contractor.

- Select the Contractor which best fits the needs of the Client Agency.
- Consider the criticality of the task.
- Utilize the total lowest priced solution.

The NASPO ValuePoint (WSCA/NASPO) Police Radar, Lidar, Parts and Equipment Contract #00218 can be obtained by utilizing the following link:

<https://www.naspovaluepoint.org/portfolios/details/police-radar-lidar/>

Please refer to the Contractor's pricing and ordering document for additional contact information.

Supplements will not be completed when any changes, revisions, updates are made to the NASPO ValuePoint Contract. Refer to the link above to ensure that you have the most current information.

If you have any questions concerning this Contract, please contact Linda LoSchiavo at linda.loschiavo@ct.gov or 860-713-5078.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum allows for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories, led by the State of Washington along with a multi-state sourcing team for use by State agencies and political subdivisions and institutions in accordance with Conn. Gen. Stat. §4a-54 located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as the State of Connecticut ("State"), Department of Administrative Services (DAS), Procurement Division Contract #19PSX0094.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each using State Agency, Political Subdivision and institution in accordance with Conn. Gen. Stat. §4a-54 ("Participating Entity") that purchases under the Master Agreement will be treated as an individual customer(s). Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Washington NASPO ValuePoint Master Agreement;
2. Washington NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State in writing, and attached to the Master Agreement. No other terms and conditions apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Washington
Address: State of Washington, Department of Enterprise Services, 1500 Jefferson
Street SE, Olympia, WA 98501
Contact Person: Richard Worthy
Telephone: 360-407-7932
E-mail: richard.worthy@des.wa.gov

Contractor:

Name: Kustom Signals, Inc.
Address: 9652 Loiret Blvd., Lenexa, KS 66219
Contact Person: Robin Jess
Telephone: 800-458-7866
E-mail: tcampos@kustomsignals.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,
Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Linda LoSchiavo
Telephone: 860-713-5078
E-mail: linda.loschiavo@ct.gov

5. Orders:

Any order placed by a Participating Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

order agree in writing that another contract or agreement applies to such order.

All purchase orders shall contain the Master Agreement No. 00218 and the DAS Contract No. 19PSX0094.

6. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State or any of its Participating Entities.

6.1. Definitions.

The following definitions apply to this Participating Addendum:

- (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (d) Contract: Master Agreement and this Participating Addendum
- (e) Contractor: A person or entity who executes the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (g) DAS: Department of Administrative Services.
- (h) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
- (i) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

6.2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics 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.

6.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

6.7. Executive Orders.

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 the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

6.8. Nondiscrimination.

(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;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (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 Connecticut General Statutes §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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (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, 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 job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6.9. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.10. Tangible Personal Property.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6.12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

6.13. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

6.14. Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Washington's negotiated terms and conditions or the Master Agreement between NASPO ValuePoint and Kustom Signals, Inc. and any of its Exhibits, shall not apply to Connecticut or any of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

7. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Kustom Signals, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: Kustom Signals, Inc.
By: (Original Signature on Document in Procurement Files)	By: (Original Signature on Document in Procurement Files)
Name: Linda LoSchiavo	Name: Chris Abel
Title: Contract Specialist	Title: President
Date: 1 April 2019	Date: 3/28/19

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum allows for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories, led by the State of Washington along with a multi-state sourcing team for use by State agencies and political subdivisions and institutions in accordance with Conn. Gen. Stat. §4a-54 located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as the State of Connecticut ("State"), Department of Administrative Services (DAS), Procurement Division Contract #19PSX0094.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each using State Agency, Political Subdivision and institution in accordance with Conn. Gen. Stat. §4a-54 ("Participating Entity") that purchases under the Master Agreement will be treated as an individual customer(s). Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Washington NASPO ValuePoint Master Agreement;
2. Washington NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State in writing, and attached to the Master Agreement. No other terms and conditions apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Washington
Address: State of Washington, Department of Enterprise Services, 1500 Jefferson
Street SE, Olympia, WA 98501
Contact Person: Richard Worthy
Telephone: 360-407-7932
E-mail: richard.worthy@des.wa.gov

Contractor:

Name: Laser Technology, Inc.
Address: 6912 S. Quentin Street, Centennial, CO 80112
Contact Person: Cheri Miller
Telephone: 303-649-1000
E-mail: cmiller@lasertech.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,
Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Linda LoSchiavo
Telephone: 860-713-5078
E-mail: linda.loschiavo@ct.gov

5. Orders:

Any order placed by a Participating Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

order agree in writing that another contract or agreement applies to such order.

All purchase orders shall contain the Master Agreement No. 00218 and the DAS Contract No. 19PSX0094.

6. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State or any of its Participating Entities.

6.1. Definitions.

The following definitions apply to this Participating Addendum:

- (a) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (d) Contract: Master Agreement and this Participating Addendum
- (e) Contractor: A person or entity who executes the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (g) DAS: Department of Administrative Services.
- (h) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
- (i) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

6.2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics 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.

6.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

6.7. Executive Orders.

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 the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

6.8. Nondiscrimination.

(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;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (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 Connecticut General Statutes §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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (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, 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 job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6.9. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.10. Tangible Personal Property.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6.12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

6.13. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

6.14. Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Washington's negotiated terms and conditions or the Master Agreement between NASPO ValuePoint and Laser Technology, Inc. and any of its Exhibits, shall not apply to Connecticut or any of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

7. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Laser Technology, Inc.
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: Laser Technology, Inc.
By: (Original Signature on Document in Procurement Files)	By: (Original Signature on Document in Procurement Files)
Name: Linda LoSchiavo	Name: Cheri Miller
Title: Contract Specialist	Title: Contract/Bid Coordinator
Date: 1 April 2019	Date: 3/28/19

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

1. Scope:

This Participating Addendum allows for the purchase of Police Radar/Lidar Speed Enforcement and Speed Advisory Systems, Parts and Accessories, led by the State of Washington along with a multi-state sourcing team for use by State agencies and political subdivisions and institutions in accordance with Conn. Gen. Stat. §4a-54 located in the participating State/Entity authorized by that State's statutes to utilize its State contracts, and which receives prior written approval of the State's Chief Procurement Official.

The Participating State will identify this Participating Addendum as the State of Connecticut ("State"), Department of Administrative Services (DAS), Procurement Division Contract #19PSX0094.

2. Participation:

Use of specific NASPO ValuePoint cooperative Contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual State's statutes to use State/Entity contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Each using State Agency, Political Subdivision and institution in accordance with Conn. Gen. Stat. §4a-54 ("Participating Entity") that purchases under the Master Agreement will be treated as an individual customer(s). Except to the extent modified by this Participating Addendum, each Participating Entity will be responsible to follow the terms and conditions of the Master Agreement and will have the same rights and responsibilities for purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contractor under the Terms of Washington NASPO ValuePoint Master Agreement;
2. Washington NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
3. The Solicitation including all Addendums; and
4. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")
And
The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to the Master Agreement are only those that are expressly accepted by the Lead State in writing, and attached to the Master Agreement. No other terms and conditions apply. The Solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Primary Contacts:

The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name: State of Washington
Address: State of Washington, Department of Enterprise Services, 1500 Jefferson
Street SE, Olympia, WA 98501
Contact Person: Richard Worthy
Telephone: 360-407-7932
E-mail: richard.worthy@des.wa.gov

Contractor:

Name: Pulse Technology Partners, LLC
Address: 320 Seven Springs Way, Suite 250, Brentwood, TN 37027
Contact Person: John McConnell
Telephone: 615-218-7993
E-mail: john.mcconnell@ptpcorporate.com

Participating Entity:

Name: State of Connecticut, Department of Administrative Services,
Procurement Division
Address: 450 Columbus Boulevard, Suite 1202, Hartford, CT 06103
Contact Person: Linda LoSchiavo
Telephone: 860-713-5078
E-mail: linda.loschiavo@ct.gov

5. Orders:

Any order placed by a Participating Entity through the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties of the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

order agree in writing that another contract or agreement applies to such order.

All purchase orders shall contain the Master Agreement No. 00218 and the DAS Contract No. 19PSX0094.

6. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State or any of its Participating Entities.

6.1. Definitions.

The following definitions apply to this Participating Addendum:

- (a) **Claims**: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (b) **Confidential Information**: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (c) **Confidential Information Breach**: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

- (d) Contract: Master Agreement and this Participating Addendum
- (e) Contractor: A person or entity who executes the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (g) DAS: Department of Administrative Services.
- (h) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.
- (i) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

6.2. Whistleblowing.

This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

6.3. Forum and Choice of Law.

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6.4. Sovereign Immunity.

The parties acknowledge and agree that nothing in the solicitation or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

6.5. Summary of State Ethics Laws.

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics 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.

6.6. Campaign Contribution Restriction.

For all State contracts, defined in Conn. Gen. Stat. §9-612(g)(1) as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached to this Participating Addendum.

6.7. Executive Orders.

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 the applicable parts of Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

6.8. Nondiscrimination.

(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;

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (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 Connecticut General Statutes §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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- (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, 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 job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes §46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

6.9. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (g) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

6.10. Tangible Personal Property.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

6.11. Audit and Inspection of Plants, Places of Business and Records.

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- (d) All Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

6.12. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the Department and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Department and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes §36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the Department, any State of Connecticut entity or any affected individuals.

- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant the Health Insurance Portability and Accountability Act of 1996 or any provisions of this Contract concerning the obligations of the Contractor as a business associate of a covered entity (as such terms are defined in 45 C.F.R. § 160.103).

6.13. Financial Audit for State Grants.

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the Department for any expenditure of state-awarded funds made by the contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The contractor will comply with federal and state single audit standards as applicable.

6.14. Lead State Terms that shall not apply to Connecticut.

The parties hereby agree that any provision in the Standard Terms and Conditions of the NASPO ValuePoint, the State of Washington's negotiated terms and conditions or the Master Agreement between NASPO ValuePoint and Pulse Technology Partners, LLC and any of its Exhibits, shall not apply to Connecticut or any of

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

the participating entities from Connecticut if the provision violates sovereign immunity or conflicts with this Participating Addendum. Further the parties agree that in any instance where a provision requires the State to indemnify the Contractor or that the parties are bound by binding arbitration that constitutes a violation of sovereign immunity, and therefore is not applicable.

7. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(ii) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts and Accessories
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement Number: 00218

Pulse Technology Partners, LLC
(hereinafter "Contractor")

And

The State of Connecticut, all using State Agencies, Political Subdivisions and Institutions
in accordance with Connecticut General Statute §4a-54
(hereinafter "Participating State/Entity" or "State")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Division	Contractor: Pulse Technology Partners, LLC
By: (Original Signature on Document in Procurement Files)	By: (Original Signature on Document in Procurement Files)
Name: Linda LoSchiavo	Name: Greg Roberts
Title: Contract Specialist	Title: Vice President of Sales
Date: 1 April 2019	Date: 3/28/19



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1272

Agenda Date: 7/26/2023

Agenda #: 3.

GRANT REQUEST

Motion

MOTION to appropriate \$298,211 to Account #21020401-57300-G0015 (Admin Emerg. Services - New Equipment - Misc. Grants).

In addition, authorize the expenditure of up to \$298,211 for purchase of new radio equipment for the fire departments.

Background:

The town has received the Assistance to Firefighter's Grant from FEMA; the award amount is \$284,010.40 and the required town match was previously approved by the council in the amount of \$14,200.52. The radio equipment itself is being purchased via State of CT Bid through J&S Radio of Willimantic. (see attached quotes)

Town Council Meeting 3/24/2023 : The Town Council authorized the Mayor to submit a grant through the FEMA Assistance to Firefighters Grant Program in the amount of \$298,210.52 with the local matching amount of \$14,200.52 for the acquisition of new portable and mobile radios for the fire departments.

Department Comments/Recommendation:

Existing quotes for mobile and portable radios, chargers, carry cases, batteries, etc., is included with the agenda packet. Also includes installation of mobile radios and all associated programming

Finance Director Comments/Recommendation:

(Type text here)

Mayor Comments/Recommendation:

I support this request.

Meeting Action Detail:

Finance Cmt Meeting 07/19/2023:

File #: [23-1272](#) Version: 2

Type: Financial Business Request (FBR)

Title: MOTION to appropriate \$298,211 to Account #21020401-57300-G0015 (Admin Emerg. Services - New Equipment - Misc. Grants).

In addition, authorize the expenditure of up to \$298,211 for purchase of new radio equipment for the fire departments.

Moved: Ryan **Seconded:** Ingalls

Action: Recommend to Approve

Minute Note:

Moved by Councilor Ryan, seconded by Councilor Ingalls

Discussion: Councilor Saums provided some background noting that Administrator of Emergency Services Steve Holyfield has been diligently submitting Applications for the Assistance to Firefighter's Grant from FEMA over the past few years to purchase new radio equipment for the Fire Departments.

Councilor Saums went on to note at their March 24, 2023 meeting the Town Council authorized the Mayor to submit a grant through the FEMA Assistance to Firefighters Grant Program in the amount of \$298,210.52 with the local matching amount of \$14,200.52 for the acquisition of new portable and mobile radios for the fire departments and the Town has received notification that this year's Grant Application was approved. He stated this item was to allocate the \$298,210.52 grant funding to the *Admin Emerg. Services - New Equipment Account* and to authorize the purchase of the new radio equipment.

Administrator of Emergency Services Steve Holyfield stated the original quotes for the mobile and portable radios, chargers, carry cases, batteries, etc., was obtained in January, 2023. He stated the cost per radio was about \$4,200 and included the installation of the mobile radios and all the associated programming.

Councilor Saums noted the backup information indicated at that the Viking-Kenwood Radios have not been accepted for the use on the State's system. Mr. Holyfield explained at the time of the original quote was received in January, 2023 that the State had not yet approved the Viking-Kenwood radios. However, he stated that he believed that the State was now very close to accepting this radio model. He stated he received a revised quote today from J&S Radio of Willimantic, which included the State of CT Contract Bid Number, which was a clear indication that the State has approved their selected radio model.

Councilor Saums questioned the likelihood of the State changing its radio/communication platform again. Mr. Holyfield stated that he did not believe the State would be changing its communications platform, noting that they were currently using less than 1% of the total capacity and that they were continuing to grow. He stated that Waterford's communications system would be converting to the State's communication system. Therefore, he did not see the State making changes to the communication platform.

VOTE: 3 - 0 Approved and so declared

Action: Recommend to Approve

Town Council Meeting 03/22/2023:

File #: [23-1272](#) Version: 1

Type: Financial Business Request (FBR)

Title: MOTION to authorize the Mayor to submit a grant through the FEMA Assistance to Firefighters Grant Program in the amount of \$298,210.52 with the local matching amount of \$14,200.52 for the acquisition of new portable and mobile radios for the fire departments.

Moved: Saums

Seconded: Ingalls

Action: Approved

Minute Note:

Moved by Councilor Saums, seconded by Councilor Ingalls

Discussion: Councilor Saums provided some background stating last year Ledyard applied for this FEMA Assistance to Firefighters Grant Program to obtain funding to purchase new portable and mobile radios for the fire departments that would bring town's radios up to same system as the State system which would allow them to communicate with surrounding towns as well as the State. He stated the local match of \$14,200.52 would come from the LVES Fund (formerly Fund 24), noting that this funding was previously set-a-side for this type of use. He stated if the town's grant application does not get approved that they could continue to apply each year until they are awarded the grant funding. He stated Administrator of Emergency Services Steve Holyfield was present this evening to answer questions.

Administrator of Emergency Services Steve Holyfield stated this was the third year he has applied for FEMA Assistance to Firefighters Grant to purchase radio equipment. He stated feedback from FEMA indicated that Ledyard's Grant Application was well written, and they received the maximum number of points to be approved. However, he explained the reason Ledyard's Grant Application has not been approved was because the age of the other municipalities' radios that they were competing with were older than Ledyard's radios. He stated FEMA has encouraged him to continue to apply for the Grant. He stated their local match of \$14,200.52 has already been transferred from the LVES Fund to a Capital Non-Recurring (CNR) to purchase the radios when they do finally receive the FEMA Grant.

VOTE: 7 - 0 Approved and so declared

Action: Approved

Finance Committee Meeting 03/21/2023:

File #: [23-1272](#) Version: 1

Type: Financial Business Request (FBR)

Title: MOTION to authorize the Mayor to submit a grant through the FEMA Assistance to Firefighters Grant Program in the amount of \$298,210.52 with the local matching amount of \$14,200.52 for the acquisition of new portable and mobile radios for the fire departments.

Moved: Ingalls **Seconded:** Ryan

Action: Recommend to Approve

Minute Note:

Moved by Councilor Ingalls, seconded by Councilor Ryan

Discussion: Councilor Saums provided some background stating last year Ledyard applied for this FEMA Assistance to Firefighters Grant Program to obtain funding to purchase new portable and mobile radios for the fire departments that would bring town's radios up to same system as the State system which would allow them to communicate with surrounding towns as well as the State. He stated the local match of \$14,200.52 would come from the LVES Fund (formerly Fund 24), noting that this funding was previously set-a-side for this type of use. He stated if the town's grant application does not get approved that they could continue to apply each year until they are awarded the grant funding. He stated Administrator of Emergency Services Steve Holyfield was present this evening to answer questions.

Administrator of Emergency Services Steve Holyfield stated this was the third year he has applied for FEMA Assistance to Firefighters Grant to purchase radio equipment. He stated feedback from FEMA indicated that Ledyard's Grant Application was well written, and they received the maximum number of points to be approved. However, he explained the reason Ledyard's Grant Application has not been approved was because the age of the other municipalities' radios that they were competing with were older than Ledyard's radios. He stated FEMA has encouraged him to continue to apply for the Grant. He stated their local match of \$14,200.52 has already been transferred from the LVES Fund to a Capital Non-Recurring (CNR) to purchase the radios when they do finally receive the FEMA Grant.

VOTE: 3 - 0 Approved and so declared

J&S Radio Sales Inc.

1147 Main Street
Willimantic, CT 06226
860-456-2667
860-456-4479 Fax
tony@jsradiosales.com

Quotation

Date	Quote #
1/10/2023	9153

Customer
Gales Ferry Vol. Fire Co. PO Box 31 Gales Ferry, CT 06335

Ship To
Gales Ferry Vol. Fire Co. 1772 Rte 12 Gales Ferry, CT 06335

			Terms	Rep
			Net 30	
Qty	Item	Description	Price each	Total
14	VM7930	VM7930 - 7/800MHz remote mount mobile radio w/ full featured KCH20 control head, standard microphone, DC power cable, ignition sense cable, KES-5A speaker, KCT-72 audio interface cable, TrueVoice noise cancellation & State of CT CLMRN configuration package which includes P25 conventional, Phase 1 trunking, Phase 2 TDMA & OTAP. Standard 3 year warranty. List \$5668.35	3,967.85	55,549.90
14	CLMRN	EF Johnson / CLMRN configuration - Includes P25 conventional, Phase 1 trunking, Phase 2 TDMA & OTAP.	0.00	0.00
14	EFJ Labor	Labor to provision radio to meet State of CT CLMRN firmware and program.	47.50	665.00
14	BMLPV...	760-870 MHz 4dBi Lo-Pro Black Antenna	50.00	700.00
14	NMOKH...	Larsen NMO 17' Thick Mount Coaxial Antenna Cable w/ Connector	68.00	952.00
14	Misc	Installation accessories, loom, ties, fuse adaptors, etc.	30.00	420.00
			Subtotal	
			Sales Tax (6.35%)	
			Total	

Customer Approval:

**1147 Main Street
Willimantic, CT 06226
860-456-2667
860-456-4479 Fax
tony@jsradiosales.com**

Date	Quote #
1/10/2023	9153

Customer
Gales Ferry Vol. Fire Co. PO Box 31 Gales Ferry, CT 06335

Ship To
Gales Ferry Vol. Fire Co. 1772 Rte 12 Gales Ferry, CT 06335

Customer Approval:

J&S Radio Sales Inc.

1147 Main Street
Willimantic, CT 06226
860-456-2667
860-456-4479 Fax
tony@jsradiosales.com

Quotation

Date	Quote #
1/10/2023	9152

Customer
Gales Ferry Vol. Fire Co. PO Box 31 Gales Ferry, CT 06335

Ship To
Gales Ferry Vol. Fire Co. 1772 Rte 12 Gales Ferry, CT 06335

			Terms	Rep
			Net 30	
Qty	Item	Description	Price each	Total
1	VP8000 ...	These radios have NOT been accepted for use on CLMRN and approval will NOT be provided until/unless that occurs. Pricing for reference only. There is no current timeline available as to when or if approval may be provided.	0.00	0.00
46	VP8000	VP8000 - Dual band: UHF - 7/800MHz portable radio, top mount LCD display, large control knobs, standard keypad, BLACK cabinet w/ KRA-47MB antenna, 3400mah high capacity lithium ion battery, spring loaded belt clip, TrueVoice noise cancellation, 1024 channels, MDC1200 signaling & State of CT CLMRN configuration package which includes P25 conventional, Phase 1 trunking, Phase 2 TDMA & OTAP. Standard 3 year warranty. List \$5717.80	4,200.00	193,200.00
46	CLMRN	EF Johnson / CLMRN configuration - Includes P25 conventional, Phase 1 trunking, Phase 2 TDMA & OTAP.	0.00	0.00
46	EFJ Labor	Labor to provision radio to meet State of CT CLMRN firmware and program.	47.50	2,185.00
			Subtotal	
			Sales Tax (6.35%)	
			Total	

Customer Approval:

J&S Radio Sales Inc.

1147 Main Street
Willimantic, CT 06226
860-456-2667
860-456-4479 Fax
tony@jsradiosales.com

Quotation

Date	Quote #
1/10/2023	9152

Customer
Gales Ferry Vol. Fire Co. PO Box 31 Gales Ferry, CT 06335

Ship To
Gales Ferry Vol. Fire Co. 1772 Rte 12 Gales Ferry, CT 06335

			Terms	Rep
			Net 30	
Qty	Item	Description	Price each	Total
46	EF John...	KNB-L3M / 3400mah lithium ion battery (spare). List \$220.73	165.54	7,614.84
46	KMC-70M	KMC-70M Heavy duty public safety speaker microphone. List \$160.23	120.17	5,527.82
14	KSC-32	KSC-32 Rapid rate desktop portable charger. List \$98.32	73.74	1,032.36
7	Power P...	6 Unit portable radio gang charger	500.00	3,500.00
7	Power P...	Portable radio gang charger mounting bracket	82.00	574.00
46	BEE	Leather carry case w/ NY style carry strap & stabilizer	80.00	3,680.00
14	Power P...	EC-1M / Single unit in vehicle portable charger w/ bracket & DC cord	95.00	1,330.00
			Subtotal	\$218,644.02
			Sales Tax (6.35%)	\$0.00
			Total	\$218,644.02

Customer Approval: _____



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 23-1844

Agenda Date: 8/16/2023

Agenda #: 4.

LAND USE

Subject/Application:

MOTION to authorize the Mayor to enter into a Real Estate Listing Agreement for the sale of the single family house located at 332 Colonel Ledyard Highway.

Background:

Public Hearing - January 10, 2018: The Town acquired the house at 332 Colonel Ledyard Highway thru a foreclosure in June 2017. The property was formerly known as the “*Founders Preserve Subdivision*” and included 46 ± acres. (see attached)

Because there was a small title issue regarding the boundary line the Town did not have a clear, saleable marketable title at that time. Therefore, the town has been leasing the house for about \$15,600 in rent per year, until they could get the title issue resolved, at which time the town planned to dispose of/sell the house (Town Council Meeting January 10, 2023) . With the corrected boundary lines the Town was now able to sell the property.

Special Town Meeting - October 28, 2020: The townspeople already approved to convey the former Founders Preserve property located at 332 Colonel Ledyard Highway, Ledyard to Avalonia Land Conservancy.

In 2006 the Founders Preserve property was subdivided into a 36-lot subdivision with about 3,000 linear feet or two-thirds of a mile of new road and approximately forty new drainage structures.

Because the road was never constructed none of the building lots were sold. However, tax bills were generated for 36 approved building lots. The property was zoned R-60.

Around 2015, the town foreclosed on the property and in 2020 the Townspeople voted to convey the parcel to Avalonia Land Conservancy. However, with the new boundary lines the Developer made for the Subdivision, the property was essentially landlocked.

The Town has since corrected (or restored) the boundary lines to their original lines. By correcting the boundary lines, the street address of the former Founders Preserve has become 334 Colonel Ledyard Highway.

With the boundary line correction, 332 Colonel Ledyard Highway’s land area has changed to 45,492 Square feet (1.044 acres) while 334 Colonel Ledyard Highway, being conveyed to Avalonia has decreased to 29,752 square feet, including 95 linear feet of road frontage.

The house located at 332 Colonel Ledyard Highway has been cleaned out and the Planning & Zoning Commission conducted & approved an 8-24 Review at their June 29, 2023 meeting. (see attached)

A Market Analysis for the Valuation of the property has been conducted; the offering price will be \$255,000 and the Mayor is now requesting authorization to list the property (332 Colonel Ledyard Highway (house)) for sale.

Mayor Recommendation:

With the deed in lieu of foreclosure recorded for 334 Colonel Ledyard Hwy, this action allows the Town to recoup the unpaid tax dollars and blight lien fees associated with the same, while also removing the Town as a Landlord and getting this home back on the tax rolls. I support this action.

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

File #: [23-18444](#) Version: 1

Type: Financial Business Request (FBR)

Title: MOTION to authorize the Mayor to enter into a Real Estate Listing Agreement for the sale of the single family house located at 332 Colonel Ledyard Highway

Moved: Ingalls Seconded: Ryan

Action: Recommend to Approve

Minute Note:

Moved by Councilor Ingalls, seconded by Councilor Saums

Discussion: Councilor Saums provided some background explaining in 2006 the Founders Preserve property was subdivided into a 36-lot subdivision with about 3,000 linear feet or two-thirds of a mile of new road and approximately forty new drainage structures. He stated because the road was never constructed none of the building lots were sold. However, the property was zoned R-60 and tax bills were generated for the 36 approved building lots. He continued to explain around 2015, the town foreclosed on the property and at a Special Town Meeting held on October 28, 2020 the Townspeople voted to convey the parcel to Avalonia Land Conservancy. However, he stated with the new boundary lines that the Developer had made for the Subdivision, the property was essentially landlocked, and Avalonia Land Conservancy has not been able access the property. He stated the Town has since corrected (or restored) the boundary lines to their original lines. By correcting the boundary lines, the street address of the former Founders Preserve has become 334 Colonel Ledyard Highway and the adjacent property with the house on it has reverted back to its original address of 332 Colonel Ledyard Highway.

Councilor Saums went on to explain that the Town acquired the house at 332 Colonel Ledyard Highway thru a foreclosure in June 2017; noting the property was formerly known as the “*Founders Preserve Subdivision*” and included 46 ± acres. He explained because there was a small title issue regarding the boundary line the Town did not have a clear, saleable marketable title at that time. Therefore, he stated the Town has been leasing the house for about \$15,600 in rent per year, until they could get the title issue resolved, at which time the town planned to dispose of/sell the house. He stated with the corrected boundary lines they were now able to sell the property. He stated the site plan and survey has been completed, and the boundary lines have been corrected, so that the detached garage was now within the property boundary lines of 332 Colonel Ledyard Highway, and

therefore, the property was ready to be sold. He noted that Avalonia Land Conservancy paid for the site plan and survey.

Mayor Allyn, III, stated the house located at 332 Colonel Ledyard Highway has been cleaned out and the Planning & Zoning Commission conducted and approved an 8-24 Review at their June 29, 2023 meeting. He stated a Market Analysis for the Valuation of the property has been conducted; and the offering price would be 255,000. He stated with the Deed in Lieu of Foreclosure recorded for 334 Colonel Ledyard Highway, the sale of 332 Colonel Ledyard Highway would allow the Town to recoup the most of the unpaid tax dollars and blight lien fees (\$277,000) associated with the 334 Colonel Ledyard Highway, while also removing the Town as a Landlord, and getting the home (332 Colonel Ledyard Highway) back on the tax rolls.

Mayor Allyn went on to note the smaller parcel to the north of the Founders Preserve property was the condemned house. He stated as he has been reporting during previous Town Council Meetings, (January 25, 2023; March 8, 2023; April 12, 2023; April 26, 2023; May 24, 2023; June 14, 2023) that the town has obtained the demolition permit and quotes to demolish the structure. He explained before they could demolish the house that there was a small amount of asbestos mastic in the location of the chimney that had to be removed.

Councilor Ryan questioned the process for the town to select the real estate broker to handle the town's business for the sale of 332 Colonel Ledyard Highway. Mayor Allyn stated for the previous sale of a commercial piece of property that he selected a commercial practitioner, who was not in-town. However, he stated for residential properties, that he has been using different residential practitioners who reside in town. He stated when the town has business that he has been trying to spread it around to people who were town residents. Councilor Ryan stated that he wanted to ensure that the town was defensible in selecting a broker.

Once the Town received an offer to purchase the property, that in accordance with CGS 7-163e a Public Hearing would be held; and in accordance with the Chapter VII; Section 9 of the Town Charter a Special Town Meeting would be held at which the Townspeople would be asked to vote on the sale of 332 Colonel Ledyard Highway.

VOTE: 3 - 0 Approved and so declared

Action: Recommend to Approve





TOWN OF LEDYARD
Department of Land Use and Planning

Juliet Hodge J. Burdick, Director

741 Colonel Ledyard Highway, Ledyard, CT 06339

Telephone: (860) 464-3215

Email: planner@ledyardct.org

July 3, 2023

Kevin Dombrowski, Chairman
Ledyard Town Council
741 Colonel Ledyard Highway
Ledyard, CT 06339

RE: C.G.S. 8-24 Review for land transfer to Avalonia

Dear Chairman Dombrowski,

The Ledyard Planning & Zoning Commission, at its June 29, 2023 meeting, voted unanimously to forward a FAVORABLE REPORT in accordance with C.G.S. Section 8.24 to the Town Council for a MOTION to transfer two (2) town-owned properties located at 334 Colonel Ledyard Highway (Vol.604 Pg 763 29,752 +/- SF) and 538R Colonel Ledyard Highway (Vol. 99 Pg 139 3.32 +/- Acres) to the Avalonia Land Conservancy to remain open to the public for passive recreation and to be protected in perpetuity under the Conservancy's care.

Please contact me at Town Hall with any questions. Thank you for your attention to this matter.

Sincerely,

Juliet Hodge

Director of Land Use & Planning

C: Fred Allyn III, Mayor
File

**EXCLUSIVE LISTING CONTRACT**

Town of Ledyard, the SELLER(S),
 give RE/MAX Realty Group, the BROKER,
 located at 1641 Route 12 Gales Ferry CT 06335,
 the right to sell the SELLER(S)' real property located at 332 Colonel Ledyard Highway
Ledyard Connecticut, (VOL. 559, PAGE 54) for \$ 255,000.00

CONTRACT: This Contract will be in effect on: ☒ the date it is signed by all parties OR ☐ _____ and expires at midnight on 12/31/2023.

1. TYPE OF LISTING CONTRACT: *(check one)*

☒ **Exclusive Right to Sell Listing:** Seller is obligated to pay a commission if Broker, Seller or anyone else finds a Buyer ready, willing, and able to Purchase /Exchange/Lease/Option or otherwise transfer the listed property either for the listed price or for any other price accepted by the Seller.

☐ **Exclusive Agency Listing:** Seller retains the right to sell the property themselves without obligation to Broker. Seller is not obligated to pay a commission to Broker unless Broker has been the procuring cause of sale/lease, in which case the provisions of Section 3 of this Contract shall apply.

2. BROKER COMMISSION: During the term of this Contract, whenever a ready, willing and able buyer is procured to Purchase /Exchange/Lease/Option or otherwise transfer the property for the price as shown in this Contract or for any other price or upon such terms as may be agreed to by Seller, Seller will owe Broker a commission equal to 5 percent of the sale price, of which 2.5 percent shall be paid to buyer broker, if applicable. Payment of the commission is earned by Broker when a buyer has been procured. Payment to Broker shall be made no later than the time of closing. Seller further agrees that Broker shall be entitled to a commission if the property is sold by Broker, Seller, or anyone within 30 days after the expiration of this Contract or any extension hereof, to any person to whom Broker has shown the property. However, in the event that Seller lists said property with another Broker within the days shown above, and if Seller actually pays a commission to such Broker, then Seller shall not be obligated to Broker for any commission. If a sale is not consummated because of Seller's refusal to perform, then the full commission shall be due and payable upon such refusal. **Notice: The amount or rate of broker compensation is not fixed by law. It is set by each Broker individually and may be negotiable between you and Broker.**

3. SELLER WARRANTIES: *(check all that apply)*

Seller represents the Property is subject to the following liens: ☐ **First Mortgage** ☐ **Home Equity** ☐ **Tax Liens** ☐ **Other Liens**

Seller represents and warrants to Broker that the payoff of all mortgages, liens, commissions, and Seller's other closing expenses do not exceed the listing price or any subsequent changes to the listing price of Seller's property. Further, Seller agrees not to execute a Purchase & Sale Agreement with a price insufficient to provide clear title unless Seller notifies Broker as to the deficiency. In the event Seller is in a deficiency situation, unless the Purchase and Sale Agreement is made subject to a lender short sale, Seller guarantees to pay the amount creating the deficiency out of Seller's other resources at time of closing.

4. MARKETING OF THE PROPERTY: *(check all that apply)*

a. ☒ **ACTIVE Listing:** Broker shall use reasonable efforts to market and sell the listed property to the public, including listing in SmartMLS, Inc. Seller is aware and gives consent for SmartMLS, Inc. to transmit listing information for website display to REALTOR.com, a service of the National Association of REALTORS®, and to those members who display SmartMLS, Inc. property information on their individual web sites in accordance with the SmartMLS, Inc. Internet Data Exchange [IDX] policy, EXCEPT: *(check as applicable)*

☒ **Seller name** ☒ **Seller address** ☒ **Seller phone number** ☐ **Property Address**

☐ **Exclude Listing from IDX websites** (see Data Input form for list)

b. ☐ **DELAYED Listing:** The marketing of the Property shall be delayed until _____ [Go Active Date], at which time the Listing will be activated in the SmartMLS, Inc. database. Seller expressly waives their right to have offer(s) presented to them by the Broker because the Property is not available for sale prior to the stated Go Active Date. Prior to the Go Active Date, the Broker cannot receive and present any offer(s) to the Seller for purchase of the Property. Seller and Broker agree that the Property cannot be marketed prior to the Go Active Date. Marketing includes but is not limited to: (1) showing of the Property to prospective purchasers; (2) holding a public or broker open house/caravan; (3) displaying the Property on any internet site; (4) sharing the Listing on social media or in any restricted group created on any social media platform; (5) placement of a "For Sale" sign on the Property; and (6) advertising the Property in any written publication.

c. ☐ **COMING SOON Listing:** The *Smart MLS Coming Soon Listing Addendum* is attached to this Agreement. A "Coming Soon" listing will automatically become an "Active" listing in the Smart MLS upon expiration of a pre-active marketing period that may not exceed fourteen (14) days from the listing date. During the pre-active marketing period, the property may be fully marketed as a "Coming Soon" listing, but may neither be shown to prospective buyers nor have offers presented to the Seller. The "Go Active" date cannot be shortened.

d. ☐ **WITHHOLD Listing:** The *Seller/Lessor Instruction to Withhold Listing From SmartMLS Addendum* is attached to this Agreement. **Broker will not submit the Property to the MLS.** After 30 days, Seller may choose to market the property in SmartMLS, Inc. Seller acknowledges being fully informed by the Broker of the benefits of using SmartMLS, Inc. for the sale of Seller's property.

Seller's Initials | | | |

Authorized Agent's Initials | | | |



5. LISTING CONTENT: Seller acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Seller to Broker or Broker's agent (the "Seller Listing Content"), or otherwise obtained or produced by Broker or Broker's agent in connection with this Contract (the "Broker Listing Content"), and any changes to the Seller Listing Content or Broker Listing Content, may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Seller hereby grants to Broker a non-exclusive, irrevocable, worldwide, royalty free license to use, sublicense through multiple tiers, publish, display, and reproduce the Seller Listing Content, to prepare derivative works of the Seller Listing Content, and to distribute the Seller Listing Content or any derivative works thereof. Seller represents and warrants to Broker that the Seller Listing Content, and the license granted to Broker for the Seller's Listing Content, does not violate or infringe upon the rights, including any copyright rights, of any person or entity. Seller acknowledges and agrees that all Broker Listing Content is owned exclusively by Broker, and Seller has no right, title, or interest in or to any Broker Listing Content.

6. DISCLOSURE OF MATERIAL DEFECTS: Seller agrees to furnish Broker with the following disclosure reports and shall inform Broker of all material defects regarding the listed property. Seller agrees to hold Broker harmless in connection with any damages (including court costs and attorney's fees, if applicable), which Broker may suffer due to any information which Seller withheld from Broker or supplied to Broker incorrectly. Seller agrees to furnish Broker with the following disclosure reports: *(Check all that apply)*

- ☒ **Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards for target housing built before 1978.**
- ☒ **Connecticut Residential Property Condition Disclosure Report.** Seller acknowledges that if Seller does not furnish Buyer with the Residential Property Condition Disclosure Report when required by C.G.S. § 20-327b prior to the Buyer's execution of a Purchase & Sale Agreement, Seller will be liable for a \$500 credit to Buyer at closing.
- ☐ **Residential Foundation Condition Report** (applicable ONLY to properties or additions with concrete foundation construction between 1983 - 2015 as required by C.G.S. § 20-327b).
- ☒ **Other: mold disclosure**

7. PERMITS: Seller acknowledges that: (Check one)

- ☒ Seller has no knowledge of any structural modifications or improvements on this property that were performed without obtaining building permits or certificates of occupancy, if applicable.
- ☐ Seller is aware of open permits and/or unpermitted improvements and agrees to obtain/close permits and/or certificate of occupancy, if applicable, prior to closing.
- ☐ Seller is aware and is not willing to close permits and/or obtain permits or certificate of occupancy, if applicable, prior to sale. Broker has the right to disclose any material facts related to permits.

8. SIGNS (check one): Broker ☒ **may** ☐ **may not** place marketing sign(s) on the Property during the term of this Exclusive Listing Contract. Broker is not responsible for any damages to sprinkler systems, invisible fences, or any other underground objects if not advised of their location. Special instructions for sign placement _____

9. ENTRY AND CONTROL: Seller and Broker agree that Seller shall at all times have control over the property, its maintenance and preparation for showing to prospective buyers. Other Brokers or their agents may enter the Property at reasonable times for the purpose of showing it to prospective buyers in accordance with any additional showing instructions, as noted below. Seller acknowledges that the Broker has a duty under state regulations and the Code Of Ethics to cooperate with other brokers to show the property.

(Check one) Broker ☒ **may** or ☐ **may not** install a lockbox on the listed property.

Additional showing instructions: _____

10. AUDIO & VIDEO SURVEILLANCE: Seller acknowledges that the use of audio and video equipment to record or eavesdrop is governed by both Federal and State law (C.G.S. §53a-187, 189a, §52- 570d). These and other laws provide for criminal and civil remedies for violations. Seller further agrees to indemnify and hold Listing Broker, its agent(s), its successors and assigns, harmless from all suits, claims, demands or damages related to or arising from the Seller's use of electronic, mechanical or other device to record audio, video or both at the Property. Seller is advised to consult an attorney prior to the use of any surveillance equipment at the Property.

Surveillance Equipment in use *(Check all that apply)*:

- ☐ **Audio:** Seller understands that advance consent of the parties who are being audio recorded, video recorded with audio recording, or live streamed with audio is required.
- ☐ **Video:** Seller agrees to prominently post signage.
- ☒ **None:** Seller has no surveillance equipment in use.

11. DUAL AGENCY: Seller acknowledges and agrees that Broker may also become a Buyer's agent for the property. In that event, Broker would become a dual agent, representing both Seller and the Buyer. If this situation should arise, Broker will present a dual agency and/or a designated agency consent agreement for the buyer's and Seller's signature at that time.

Seller's Initials [] [] []

Authorized Agent's Initials [] [] []

**12. OFFERS:** Seller acknowledges that:

- a. Until closing, Broker shall present to Seller all offers whether written, verbal, counter, or back-up, unless Seller has waived this requirement in writing.
- b. Buyer representatives may participate in the presentation of any offer to the Seller as checked below:
(Seller check one) Broker, if asked, ☐ shall ☒ shall not allow cooperating Broker or their representatives to participate in the presentation of their offer to purchase.
- c. In response to inquiries about the existence of other offers from Buyers or Cooperating Brokers:
(Seller check one) Brokers, if asked, ☒ shall or ☐ shall not disclose the existence of other offers.

13. MARKETING AFTER EXECUTION OF PURCHASE AND SALE AGREEMENT: When Seller has signed a Purchase & Sale Agreement on the property, Broker will change the listing status in SmartMLS, Inc. to "Under Contract (UC)" and Broker may cease marketing for back-up offers until closing unless directed otherwise in writing by Seller, in which case the listing status in SmartMLS, Inc. will be changed to "Under Contract Continue to Show (UC-CTS)".

14. PROPERTY INSURANCE: Seller represents to Broker that Seller has hazard/liability insurance on the property that will cover Broker, other REALTORS®, inspectors, appraisers, potential buyers and anyone else requiring access as part of the real estate process, for any injury and/or damages caused while on the property, and Seller hereby indemnifies and holds Broker harmless for any such injury and/or damages and related costs, fees and expenses.

15. LIQUIDATED DAMAGES UPON DEFAULT BY A BUYER: In the event a Buyer defaults on the Buyer's obligations under a purchase and sale agreement and forfeits deposit monies to Seller as liquidated damages, whether by agreement of the Buyer or otherwise, Broker and Seller shall share equally in the liquidated damages for that transaction providing Broker's share may not exceed what the commission obligation would have been had that transaction closed. Broker and Seller agree any such monies received are for liquidated damages and not commission.

16. ADDITIONAL AGREEMENTS: *(if applicable):* P & S language to include: Sale is strictly "as is", seller will do no repairs
Inspections are for Buyers informational purposes only. Subject to legislative body approval & town meeting (30-45 days)

17. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Contract may be executed in one or more counterparts, and counterparts may be exchanged by electronic transmission, including by email, each of which will be deemed an original, but all of which together constitute one and the same instrument. The parties agree that they may use an electronic record, including fax or e-mail, or any technology having digital, magnetic, wireless, optical, electromagnetic or similar capabilities, to make and keep this Contract. Either party has the right to withdraw consent to have a record of this Contract provided or made available to them in electronic form, but that does not permit that party to withdraw consent to the Agreement itself once it has been signed. A party's agreement to use an electronic record applies only to this particular real estate transaction and not to all real estate transactions. Each party will promptly inform the other of any change in writing.

Seller authorized contacts:

☒ E-mail: mayor@ledyardet.org☐ E-mail: _____☒ Cell: 860-608-9521☐ Cell: _____

Broker authorized contacts:

☒ E-mail: clchristiansen@sbcglobal.net☒ Cell: 860-460-6808

List Agent authorized contacts:

☒ E-mail: clchristiansen@sbcglobal.net☒ Cell: 860-460-6808

18. CONTRACT ENFORCEMENT AND SURVIVABILITY: Broker may enforce this Contract against Seller, or against Seller's heirs, administrators, executors and assigns. In the event it is necessary for Broker to take legal action against Seller to enforce any part of this Contract and changes and extensions thereto, Seller agrees to pay Broker's reasonable attorney's fees and court costs if Broker prevails, in addition to any other award or negotiated settlement.

19. TERMINATION: If Broker discovers that Seller is unable to perform Seller's duties under this Contract, then Broker has the right to terminate this Contract by providing written notice to Seller.

NOTICE: This contract is subject to the Connecticut General statutes prohibiting discrimination in commercial and residential real estate transactions (C.G.S. § 46a-814c).

NOTICE: Seller has certain obligations under Title X of the residential lead-based paint hazard reduction act of 1992.

NOTICE: The Real Estate Broker may be entitled to certain lien rights pursuant to C.G.S. § 20-325a.

NOTICE: For the purpose of providing notices under this Agreement, the term Buyer shall mean the Buyer(s), the Buyer's agent, or the Buyer's attorney and the term Seller shall mean the Seller(s), the Seller's agent, or the Seller's attorney.

When signed by all parties this agreement is intended to be legally binding. If not fully understood seek the advice of an attorney prior to signing. When the context requires herein, the masculine shall include the feminine, and the singular shall include the plural.

By signing below the parties hereby acknowledge receipt of a copy of this listing Contract.

Seller: _____ Date: _____

Fred B. Allyn III

Seller Address: 741 Col. Ledyard Hwy Ledyard CT 06339

Seller: _____ Date: _____

Seller Address: _____

Seller: _____ Date: _____

Seller Address: _____

Agent for Broker: _____ Date: _____

Broker Address: Carol L Christiansen 1641 Route 12 Gales Ferry CT 06335



Chairman Linda C. Davis

TOWN OF LEDYARD

CONNECTICUT
TOWN COUNCIL

MINUTES PUBLIC HEARING LEDYARD TOWN COUNCIL COUNCIL CHAMBERS - ANNEX BUILDING

PUBLIC HEARING MINUTES

6:15 PM, JANUARY 10, 2018

- I. CALL TO ORDER – Chairman Davis called to order the Public Hearing regarding the Lease of town-owned 332 Colonel Ledyard Highway, a single-family home.
- II. PLEDGE OF ALLEGIANCE
- III. PROCEDURE OF THE PUBLIC HEARING
- IV. CALL OF THE PUBLIC HEARING

The following call of the Public Hearing was read by Town Council Administrative Assistant Roxanne M. Maher:

LEGAL NOTICE TOWN OF LEDYARD

NOTICE OF PUBLIC HEARING

In accordance with CGS 07-163e the Ledyard Town Council will conduct a Public Hearing at 6:15 p.m., Wednesday, January 10, 2018 in Council Chambers, Town Hall Annex, 741 Colonel Ledyard Highway, Ledyard, Connecticut to receive comment on the following:

Lease town-owned property located at 332 Colonel Ledyard Highway, a single family home, for One Thousand Three Hundred dollars (\$1,300) per month to Michael and Iris Huskey and Chris Rodriguez.

At this hearing interested persons may appear and be heard and written communications will be accepted.

Dated at Ledyard, Connecticut this 29th day of December, 2017.

s/s Linda C. Davis, Chairman
Ledyard Town Council

PLEASE PUBLISH: December 29, 2017 & January 1, 2018

- IV. PRESENTATION
Councilor Saums provided some background stating that the Town acquired 332 Colonel Ledyard Highway thru a foreclosure in June, 2017. The property was formerly known as the “*Founders Preserve Subdivision*” and included 46 ± acres. He explained because there was a small title issue regarding the boundary line the Town currently does not have a clear, saleable marketable title at this time. Therefore, the town was looking to lease the house for \$15,600 in rent per year, rather than moth-ball it, until they can get the title issue resolved, at which time the town could dispose of/sell the house. He stated the house was in very good-almost move-in condition. He stated at their October 25, 2017

meeting the Town Council authorize the Mayor to enter into a Listing Agreement with McBride Realty of Gales Ferry, CT for the purpose of leasing the single-family home. He stated McBride Realty has found a tenant who has been credit checked and vetted noting that they do not have pets or smoke. He stated the proposed lease was provided for tonight's meeting noting that it would begin on February 1, 2018.

V. PUBLIC COMMENTS

Mr. Eric Treaster, Huntington Way, Ledyard, stated he reviewed the lease that was drafted by McBride Realty and he stated it was one of the best residential leases he has seen. He noted that the lease included the "Sprinkler Warning" in 12-point font which was required by state statute, stating that virtually every residential lease he has looked at has omitted the sprinkler warning. Mr. Treaster stated in reviewing the Geographic Information System (GIS) Map that it appeared that 332 Colonel Ledyard Highway was the entrance to a subdivision. He questioned whether the foreclosure took the entire subdivision or just the parcel located at 332 Colonel Ledyard Highway. Councilor Saums stated the foreclosure took the entire subdivision, noting that part of the subdivision had been deeded over to the Town as open space. Mr. Treaster questioned whether the Town planned to put the subdivision lots up for bid? Councilor Saums stated that there was no plan to sell the property at this time. Mr. Treaster stated he was in-favor of leasing the single-family house and having it occupied.

Mr. Mike Cherry, 5 Whippoorwill Drive, Gales Ferry, Planning & Zoning Commission Chairman, stated he was involved with the discussions, approval and follow-on of the *Stipulated Agreement* regarding "*Founders Preserve Subdivision*" which was 46 ± acres. He stated that the lots Mr. Treaster referred to no longer existed explaining that they were merged to try to reduce the tax rate about three (3) years ago. However, he stated the property still ended-up in foreclosure. He stated prior to the subdivision application that there was a property line adjustment between 332 and 334 to reduce the lot width of 332 to be adequate for a road and to give the excess land to 334, which were both owned by the same party. He stated when the property was foreclosed on that the Town received 332 and not the extra strip which was part of the boundary line adjustment for 334. He stated the boundary line needed to be cleared up to obtain a clear title in order for the town to be able to sell the property. He stated subdividing the property for sale was a simple administrative task for the Planning Commission. He stated it was good that the Town was leasing 332 Colonel Ledyard Highway and that they were maintaining the rest of the property. He stated there were some significant archaeological sites on the property that needed to be preserved, as well as two ponds and a dam.

Councilor Dombrowski questioned whether there was a written document to the Town stating that the Development Plan (subdivision) was abandoned by the Property Owner before the Town foreclosed on the property. Mr. Cherry responded stating "Yes". He went on to state as part of merging the land that the Property Owner abandoned the Development Plan.

VI. ADJOURNMENT

Hearing no further public comment, Chairman Davis adjourned the public hearing at 6:22 p.m.

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

I, Linda C. Davis, Chairman of the Ledyard Town Council,
hereby certify that the above and foregoing is a true and correct
copy of the minutes of the Public Hearing held on January 10, 2018.

Attest: _____
Linda C. Davis, Chairman



Chairman Linda C. Davis

TOWN OF LEDYARD

CONNECTICUT
TOWN COUNCIL

MINUTES

LEDARD TOWN COUNCIL - REGULAR MEETING

WEDNESDAY, JANUARY 10, 2018, 7:00 PM; COUNCIL CHAMBERS - ANNEX BUILDING

- I. CALL TO ORDER - Chairman Davis called the regular meeting to order at 7:00 p.m.
- II. PLEDGE OF ALLEGIANCE –
- III. ROLL CALL

Attendee Name	Title	Status
Linda Davis	Town Councilor	Present
Kevin Dombrowski	Town Councilor	Present
Steve Eichelberg	Town Councilor	Present
Andra Ingalls	Town Councilor	Present
Thomas Malone	Town Councilor	Present
John Marshall	Town Councilor	Present
Mary McGrattan	Town Councilor	Present
Tony Sabilia	Town Councilor	Present
William Saums	Town Councilor	Present

IV. RESIDENTS AND PROPERTY OWNERS

Mr. Larry Helfrich, 26 Cliff Road, Ledyard, Stonegate Village, stated during the Town Council’s December 13, 2017 meeting, at which Ordinance #146 *An Ordinance Amending an Town of Ledyard Waste Management and Recycling Ordinance*” was a topic of discussion, that he brought up the fact that Garden Home Residents took a beating when the Town, thru the Planning & Zoning Commission, settled with Garden Homes to avoid a suit. He noted the Garden Homes Residents were treated unfairly for the following reasons: (1) The Town was involved in a suit with Garden Homes, who was planning to build duplex homes in the development; (2) In response to a request for input the Stonegate Village Residents stated that duplex homes were not negotiable. The lease of the current residents called for single-family homes noting that the residents had invested a lot of money in their homes; (3) Garden Homes built duplex homes, which they discontinued because it was not a profitable venture for them. Mr. Helfrich went on to state as a result of the duplex homes, the value of the single-family homes in Stonegate Village have gone down, noting that they also took a beating because of the housing recession. Mr. Helfrich stated the problem with mobile manufactured homes was that they were for retired people such as himself or for people of low income, noting that they could least afford any increase. He went on to state Ordinance #146 *An Ordinance Amending an Town of Ledyard Waste Management and Recycling Ordinance*”, which was discontinuing the trash pick-up for mobile manufactured home parks, was hurting the people who could least afford it. He asked the Town Council to get rid of this provision, noting that the Senior Citizens and low-income people have enough going on with inflation. He thanked the Town Council for their attention to this matter.

Mr. John Krawczyk stated his family owns two Mobile Home Parks in Gales Ferry, those being the Rocky Knoll Mobile Home Park at 932 Long Cove Road and LedgeWood Mobile Home Park at 967 Long Cove Road. He stated that he attended the Town Council’s December 13, 2017 meeting at which a number of residents addressed Ordinance #146 *An Ordinance Amending an Town of Ledyard Waste Management and Recycling Ordinance*”. He stated he did not know if that evening was going to be an exercise of residents venting or what was going to happen as a result. He stated he was present this evening to thank the Town Council for at least reconsidering Ordinance #146 *An Ordinance Amending an Town of*

Ledyard Waste Management and Recycling Ordinance”, which was discontinuing the trash pick-up for mobile manufactured home parks and for taking a vote on whether or not to move forward with implementing the Ordinance. He stated should the Town Council decide to postpone the Ordinance that he would be willing to volunteer to participate in Work Groups to discuss the subject. He thanked the Town Council for their reconsideration of Ordinance #146 this evening.

Mr. Nathan Weiss, 23 Bittersweet Drive, Gales Ferry, owner of a mobile home park on Long Cove Road that was comprised of three lots, apologized for not being able to attend the December 13, 2017 Town Council meeting at which a number of people spoke about Ordinance #146 *An Ordinance Amending an Town of Ledyard Waste Management and Recycling Ordinance*”. He stated he operates in fifteen towns, noting that reading the notices of fifteen newspapers everyday was not practical. He thanked the Town Council for hearing the concerns that were raised at their December 13, 2017 meeting regarding Ordinance #146. He stated he hoped that their action to defer the implementation of the Ordinance was not just to wait for a legal opinion and that the Town Council was moving toward some type of action. He noted that he contacted the *Connecticut Commission on Human Rights and Organizations*, stating that they have an interest in the provisions contained in Ordinance #146, which would discontinue trash pick-up for mobile manufactured home parks. He stated that the census indicated that there was a disproportionate burden being put on senior citizens and disabled people and that they were willing to draw-up a complaint and have folks such as Mr. Helfrich sign the complaint. He suggested that everyone work together to find a solution for the town, noting that he was available to discuss this issue or any other cost cutting measures or proposals the town was considering in an effort to help close the budget revenue gap.

Mr. Steve Delaporta, 10 Maple Corners Road, Gales Ferry, addressed Ordinance #146 *“An Ordinance Amending an Town of Ledyard Waste Management and Recycling Ordinance”*, noting that he attended the Town Council’s December 13, 2017 meeting. He thanked the Town Council not only for their reconsideration to implement the Ordinance, but also for what they do for the town. He stated that the Town Council had a hard job and that they do a great job.

V. COMMITTEES/COMMISSIONS/BOARDS – None.

VI. COMMENTS OF TOWN COUNCILORS

Councilor Marshall addressed the subject of change, noting that he spent most of his adult life fighting change. However, he stated recently he has learned to accept change, noting the changes in his industry. He stated companies, that to a degree, did not attempt to make changes such as Oldsmobile, Pan Am, Consolidated Freight, US Steel, Montgomery Ward and Kodak have either gone out of business or were in financial trouble. He stated Municipalities are similar to businesses in that they have expenses, revenues, bosses (taxpayers) employees, insurance, and therefore, they are going to have to make changes. He stated some of the upcoming changes are going to sting, however, the town needs to make changes to survive financially. He stated because he was working out of state he missed a few meetings and so he was now able to comment on these budget and services issues the town has been facing. He noted that Captain Kirk stated it best *“The needs of the many outweigh the needs of the few”*. He stated although he did not like having to make some of the changes the town was facing that they have to do it.

Chairman Davis stated the Ledyard Farmers Market would be meeting on January 17, 2018 at 6:00 p.m. at the Bill Library Community Room in Ledyard Center, and she noted that they were looking for a new Market Master. She stated it was disappointing that the “Pie Lady” has left the group. She stated there was a lot of potential to have a good Farmers Market in Ledyard and that she believed the residents would support it.

VII. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

MOTION to approve the following:
Special Meeting Minutes of December 13, 2017
Public Hearing Minutes of December 13, 2017

VOTE: 9 – 0 Approved and so declared

IX. COMMUNICATIONS

Chairman Davis stated a Communications List has been provided and can be found on “*Openledyard.com*”. She asked the Administration Committee to draft an Ordinance regarding the Authorization Process for the Town to Apply for Grant Funding Programs. She stated because some grant programs require matching funds/local funding, that Departments should be obtaining approval from the Town Council before submitting a Grant Application/Request.

Councilor McGrattan questioned who was applying for grant funding. Councilor Saums noted as an example that huge chevron “*Curve Ahead*” signs have been installed on scenic roads such as Rose Hill Road and Lambtown Road that were obtained thru a grant program. He stated there were 46 new signs on Lambtown Road between Colonel Ledyard Highway and Route 117. Councilor Ingalls stated that there were 37 new signs on Rose Hill Road. Councilor Saums explained that the State makes grant money available for things such as road markings for safety on roads where the speed limit was 25mph or less. He stated the Town applies for the grant program to put the signs up and it does not cost the town anything. However, he stated now they have 47 signs in less than a one-mile span to maintain when they get knocked down, run over or need to be replaced, noting that they then become a cost to the Town. He stated the Town should have a mechanism in place for the General Government and for the Board of Education to obtain Town Council approval to apply for Grant Funding so that the town was aware of the total cost of the ownership. He stated by obtaining Town Council authorization that the town would have some control, noting that some things start out as “free” and then end up costing the town money.

Councilor Malone noted his experience in serving on the Board of Education and he explained, as an example, that the Board of Education could obtain grant funding to buy 20 smart boards, at no cost to the Town. However, he stated in five years the smart boards would become unusable unless they spent \$20,000 - \$30,000 for the software upgrades. He stated by having a mechanism in place requiring Town Council approval to apply for grant programs that it would allow the town to consider the real cost to the town before moving ahead with something that was not really “free”.

COMMUNICATIONS LISTING FOR JANUARY 10, 2018

INCOMING CORRESPONDENCE

1. Mr. Delaporta ltr dated 12/13/2017 re: 146 “*An Ordinance Amending A Town of Ledyard Waste Management and Recycling Ordinance*” that was adopted on October 11, 2017
2. Public Works Director/Town Council E-mail Thread dated 1/8/2018- 1/10/2018 re: Implementation of #146 “*An Ordinance Amending A Town of Ledyard Waste Management and Recycling Ordinance*” that was adopted on October 11, 2017.
3. Planning & Zoning memo dated 12/18/2017 re: Review Lease 322 Colonel Ledyard Highway
4. Mayor ltr dated 12/18/2017 re: Support Grant Application Atkinson Property
5. Planning & Zoning memo dated 12/18/2017 re: Support Grant Application Atkinson Property
6. Mayor ltr dated 12/20/2017 re: Out of Town 12/26/2017 – 1/3/2018
7. SCRRRA Tipping Fees ltr dated 12/15/2017 re: Tipping Fees for 2019
8. Mrs. Weiner ltr dated 1/3/2018 re: Resign from Housing Authority
9. DTC Appointment Application dated 1/2/2018 re: Rodriguez to Parks & Recreation Commission
10. Housing Authority ltr dated 1/8/2018 re: Snow plowing Housing Facility

OUT GOING CORRESPONDENCE

1. Admin Asst ltr dated 12/15/2017 re: Action Ltr Town Council Meeting s of December 14, 2017
2. Admin Asst Memo to T. Clerk dated 12/14/2017 re: Town Council & Sub-Committees 2018 Meeting Schedules
3. LtC ltr to Mayor and BOE dated 12/15/2017 re: Budget Letter of Directive Fiscal Year 2018/2019
4. LTC ltr to Kulo dated 12/15/2017 re: Reappointed to Planning & Zoning Commission
5. LTC ltr to Woody dated 12/15/2017 re: Reappointed to Planning & Zoning Commission
6. LTC ltr to Bolduc dated 12/15/2017 re: Reappointed to Library Commission
7. LTC ltr to Candler dated 12/15/2017 re: Reappointed to Library Commission
8. LTC ltr to Candler dated 12/15/2017 re: Reappointed to Library Commission
9. LTC ltr to Grenger dated 12/15/2017 re: Reappointed to Library Commission
10. LTC ltr to Warren dated 12/15/2017 re: Reappointed to Library Commission
11. Finance Cmt memo to Mayor and BOE dated 12/14/2017 re: Preliminary Budget Schedule
12. Finance Cmt memo to Department Heads dated 12/14/2017 re: Preliminary Budget Work Session Schedule
13. LTC ltr to DeBrodt dated 12/15/2017 re: Reappointed to Inland Wetlands and Watercourses
14. LTC ltr to Ribe dated 12/15/2017 re: Reappointed to Inland Wetlands and Watercourses
15. LTC ltr to Washington dated 12/15/2017 re: Reappointed to Inland Wetlands and Watercourses
16. LTC ltr to Dougherty dated 12/15/2017 re: Reappointed to Senior Citizens Commission
17. LTC ltr to Holmes dated 12/15/2017 re: Reappointed to Senior Citizens Commission
18. LTC ltr to Rodriguez dated 12/15/2017 re: Reappointed to Senior Citizens Commission
19. LTC ltr to Sokolski dated 12/15/2017 re: Reappointed to Senior Citizens Commission
20. LTC ltr to English dated 12/15/2017 re: Reappointed to Parks & Recreation Commission
21. LTC ltr to Khors dated 12/15/2017 re: Reappointed to Parks & Recreation Commission
22. LTC ltr to Leandri dated 12/15/2017 re: Reappointed to Parks & Recreation Commission
23. LTC ltr to Lozier dated 12/15/2017 re: Reappointed to SCRRRA
24. LTC ltr to SCRRRA dated 12/15/2017 re: Reappointed Lozier as Town Representative on SCRRRA
25. LTC ltr to Panoski dated 12/15/2017 re: Reappointed to Pension Board
26. LTC ltr to Thorne dated 12/15/2017 re: Reappointed to Pension Board
27. Mr. Stern e-mail dated 12/14/2017 re: State Budget FY 17/18 – Library Services

NOTICE OF AGENDA

1. Charter Revision Cancellation 12/21/2017; 1/4/2018
2. Permanent Municipal Building Cmt Agenda 12/18/2017; 1/8/2018
3. Ledyard Town Center Cmt Cancellation 1/2/2018
4. Historic Commission Agenda 11/20/2017
5. Social Services Cancellation 12/26/2017
6. WPCA Agenda 12/26/2017
7. Ledyard Pride & Beautification Cancellation 1/2/2018
8. Inland Wetland and WaterCourses Agenda 1/2/2018
9. Planning & Zoning Agenda 1/11/2018
10. Conservation Commission Agenda 1/9/2018
11. Parks & Recreation Agenda 1/9/2018
12. LUPPW Cmt Sp. Agenda 1/2/2018
13. Finance Agenda 1/3/2018

14. Sp. Joint Finance Cmt GG & BOE 1/4/2018
15. Admin Agenda 1/10/2018
16. Town Council Public Hearing 1/10/2018
17. Town Council Agenda 1/10/2018

MINUTES

1. Permanent Municipal Building Cmt Minutes 12/18/2017
2. Inland Wetland and Watercourses Minutes 11/4/2017
3. Ledyard Town Center Cmt Sp. Minutes 12/11/2017
4. Historic Commission Minutes 11/20/2017
5. Library Minutes 11/20/2017
6. WPCA Minutes 11/21/2017
7. Planning & Zoning Minutes 12/14/2017
8. Conservation Commission Minutes 12/12/2017
9. Parks & Recreation Minutes 12/12/2017
10. LUPPW Organizational Minutes 12/7/2017; Sp. Minutes 12/7/2017
11. Sp. Finance Minutes 11/16/2017; Minutes 11/21/2017
12. Finance Cmt Organizational Minutes 12/6/2017; Reg Minutes 12/6/2017
13. Admin Cmt Organizational Minutes 12/12/2017; Sp. Minutes 12/12/2017
14. Town Council Sp. Minutes 12/13/2017; Reg Minutes 12/13/2017
15. Town Council Public Hearing Minutes 12/13/2017

X. COUNCIL SUB COMMITTEE, LIAISON REPORTS

Administration Committee

Councilor Eichelberg stated the Administration Committee met earlier this evening and in addition to the appointments on tonight's agenda the Committee addressed the following: (1) Ordinance Update Initiative – Councilor Eichelberg noted that the Committee reviewed another ten Ordinances that were assigned to Councilor Marshall. He asked the Councilors who have not yet submitted their recommendations to provide marked-up copies of the Ordinances showing the proposed changes and not just summaries of the changes; (2) Proposed “*Ordinance providing for Archery Hunting on Certain Town Owned Lands*” Councilor Eichelberg invited Councilor Saums to attend their February 13, 2018 meeting to address some questions regarding the proposal; (3) Began reviewing the following Ordinances: (a) Ordinance #138 “*An Ordinance Establishing a Municipal Building Committee for the Town of Ledyard*” relative to membership requirements; and (b) Ordinance #75 “*An Ordinance Amending An Ordinance Prohibiting the Placing of Obstructions or the Drainage of Water on Town Roads*”; and (4) Deferred action on the following Policies as the Finance Committee has not completed their review: (a) “*Fund Balance Reserve Policy for the Town of Ledyard*”; (b) “*Debt Policy for the Town of Ledyard*”; and (c) “*Investment Policy for the Town of Ledyard*”.

Chairman Davis noted the last item on tonight's agenda was to discuss the Ordinance Update Initiative. She stated because it would be very expensive to have public hearings for all of the town's Ordinance as they were being updated; and that it would be too difficult to expect to discuss 100 Ordinances at one public hearing that she thought that the Town Council could discuss changes to the Ordinances as they were being worked on to see if anyone had any questions regarding the proposed changes or recommendations.

Councilor Eichelberg explained that most of the changes to the Ordinances that the Administration Committee has already worked on were references to state statutes numbers that needed to be updated or changing the dollar amount of imposed fines, cleaning up verbiage, or the Ordinance was superseded by a more recent ordinance, etc. He stated the Committee has not come across any Ordinances that needed an overhaul yet.

Finance Committee

Councilor Saums stated the Finance Committee met on January 3, 2018 and he noted in addition to the items on tonight's agenda that the Committee also discussed the following: (1) Nathan Lester House Roof which was leaking and needed to be replaced. He stated because the house had been vacant that the leaks were recently discovered when the new tenants moved in at the end of November. He stated that they have tarps and a kiddie pool in the attic to catch the water that was coming in. He stated to date the Historic District Commission has obtained one quote that was about \$10,000 - \$12,000 to replace the roof and he noted that they were in the process of obtaining two more quotes for the project. He stated the Finance Committee was hopeful that they could identify funding to replace the Nathan Lester House roof, within the existing Capital Needs budget, that the Town Council approved at their December 13, 2017 meeting; (2) Pension Funding Policy relative to extending the amortization of the unfunded liability from 10 years to 12 years – Councilor Saums explained because of changes to the Mortality Tables and changes to the Internal Revenue Services (IRS) Rules that the town's contribution rate for this year (17/18) increased by \$129,000 over the amount that was initially budgeted. He stated that he would be attending the Pension Board's January 19, 2018 meeting to discuss the Town's option to extend the amortization of the unfunded liability.

Land Use/Planning/Public Works Committee

Councilor Dombrowski stated the Land Use/Planning/Public Works Committee met on January 2, 2018. He stated in addition to the items on tonight's agenda the Committee forwarded the proposed "*Ordinance providing for Archery Hunting on Certain Town Owned Lands*" to the Administration Committee for their review.

Charter Revision Commission

Chairman Davis noted that because the Town would not be voting on the proposed Charter changes until the November 6, 2018 election that she wanted to wait as long as possible to receive the Charter Report to allow for additional changes to be made, should the need arise. She went on to state that today the subject of appointing alternate members to the Board of Assessment Appeals came up noting that in accordance with the governing state statute the town can appoint an alternate member for each regular member of the Board. Therefore, she stated that she has referred this subject to the Charter Revision Commission.

Permanent Municipal Building Committee

Councilor Marshall noted that the PMBC met on January 8, 2018 and he reported on the following: (1) Schools Consolidation/Improvement Project(s) (Middle School and Gallup Hill School) - The projects were moving along well, noting that they were ahead of schedule and under budget. The block work has been completed for both schools, and the sheet rocking, taping and painting was on-going; (a) Gallup Hill School – Playscape has been installed, the installation of windows was nearly complete. The standing water problem was being addressed. Instead of using white cedar for the enclosure the PMBC decided to use red cedar. Although the red cedar was a little more expensive, Councilor Marshall stated it required less maintenance and would last longer; (b) Middle School – Some Safety Glass was being replaced due to a slight distortion around the edges; (2) Police Headquarters Facility – There is a high humidity issue in the basement/locker room area and adjacent rooms. The Architect's solution was to dry out the air more and the cost to correct the humidity problem was going to be \$14,000. Councilor Marshall stated in researching the humidity problem that he thought it could be a design issue; and therefore, the town should not be responsible for the cost to correct the issue noting that the Architect designed, built and guaranteed the Police Headquarters Facility. However, he noted that the PMBC has been told that the town would be responsible for the cost to correct the problem; (3) PMBC Annual Election of Officers: The PMBC voted to continue with their current slate of Officers as follows: Chairman Steve Juskiewicz, Vice-Chairman Pete McIntyre, Recording Secretary Jerry Tyminski. Councilor Marshall stated that these gentlemen have been doing a fine job!

Nursing Board

Councilor McGrattan stated the Nursing Board met on January 9, 2018. She noted at each meeting one of the School Nurses provides a report. She stated the following data was provided on the Gales Ferry School and Juliet W. Long elementary schools that has a combined enrollment of 587 students:

Gales Ferry School

5 Pre-K Classes
3 Kindergarten Classes
3 First Grade Classes
3 Second Grade Classes

Juliet W. Long

3 Third Grade Classes
3 Fourth Grade Classes
3 Fifth Grade Classes
4 Sixth Grade Classes

Since September 2017 the Schools had 68 students transfer into the District and 40 students transfer out of the District, which does not include all the new students that began Pre-K and Kindergarten in August.

- 13 Students – Epi Pen for food or bee sting allergy.
- 1 Student – Catherization and feedings by the Nurse. Also, Nursing Assessments done during diaper changes.
- 1 Student – Diabetic that requires Acu Checks at a minimum of twice daily, and as needed throughout the day.
- 1 Student – Increased risk of hypo hyperthermia due to neuropathy disorder and needs to be monitored during colder weather.
- Average Visits to the Nurses Office between both schools were over 100 per day.
- Vision and Hearing screenings were completed in October by the School Health Aids and rescreened by the Nurse.
- Scoliosis screening for fifth grade girls will be completed.

Board of Education

Councilor Ingalls stated the Board of Education met on December 20, 2017 and addressed the following: (1) Elected Officers – Chairman Anthony Favry, Vice-Chairman Stephanie Calhoun; Chairman of Finance Mike Brawner; Facilities Chairman Kate DiPalma-Herb, Policy Chairman Gordon Strickland, Negotiations Chairman Jesse James; (2) Impact Aid Funding – As a result of the Assistant to the Superintendent Pam Najarian’s work the Board of Education has secured \$160,000 more in their Impact Aid Funding than what they anticipated for Impact Aid revenues.

Water Pollution Control Authority

Councilor Saums stated the WPCA met on December 26, 2017 and addressed the following: (1) Wastewater Treatment Plant Improvement/Upgrade Project - Councilor Saums stated the WPCA has been having some problems with the completion of the \$1.3 million project. He stated that the cost overruns were about \$157,000 and the WPCA has done some negotiation with RH White. He stated it was his opinion that none of the problems were caused by RH White, noting that the problems were caused by turn-over within the Project Management of Fuss & O’Neil Engineers. He stated because they had several Project Managers that there were things that were completely missed in the hand-off and transitions. They had problems with the screen and retractor arm noting that the equipment did not fit, did not work and had to be retrofitted. A lot of work was done by the WPCA Sewer Plant employees, noting that they ran manual processes because they had problems with control panels and the SCADA Systems (Supervisory Control And Data Acquisition). He stated that he thought almost all the problems they have had with the Wastewater Facility Upgrade Project was due to the design and project management oversight gaps. He stated in fairness to Fuss & O’Neil the Plant was old and it had been retrofitted once and he commented that it was not easy to retrofit old systems and make new things fit, noting that they had a transformer the did not fit in the building and they had to cut new doors in at the WPCA’s expense. He explained that the WPCA had about \$75,000 that they can contribute toward the cost overruns for the project, and that they would be submitting a request to the Town Council to transfer some of the Sewer Plant funding that was owed by the Water Division.

Parks & Recreation Commission

Chairman Davis stated Parks & Recreation was working on the Fiscal Year 2018/2019 Budget and that they plan to bring their budget in 12% under the current year, noting that the Mayor has asked Departments to reduce their budgets by 10%. Chairman Davis went on to announce that the Parks & Recreation Commission has one vacancy, noting that Maze Stephan effectively resigned stating that she did not want to continue to serve on the Commission when her term ended on December 29, 2017.

XI. MAYOR’S REPORT

Chairman Davis noted that although Mayor Allyn, III could not be present this evening he provided the following report: (1) Winter Operations Budget –After the January 4, 2018 Snowstorm/Blizzard the Winter Operations Budget has been expended by 65%. The timing of the storms has been a factor noting that they have occurred during nights, weekends and holidays. The good news was that there were no car accidents probably because all residents chose to stay off the roads; (2) Fiscal Year 2017/2018 Spending freeze continued to be in place. This will remain in place until the Town knows what the State was doing with Municipal Revenues to the towns; (3) Southeastern Connecticut Council of Governments (SCOG) Meeting – December 20, 2017 – Mayor Allyn was nominated to serve as the Co-Chair for Southeastern Area Transit (SEAT) Board of Directors. Mayor Allyn reminded the Board that Ledyard was the only town to pull out of SEAT last year and should this happen again, that he would resign from the SEAT Board; (4) Streetlight Conversion (LED) Project - TANKO was awaiting construction approval from Eversource, which was expected next month. Once this occurs, the work to convert all the streetlights to LED fixtures would take 4-6 weeks; (5) Tipping Fees Fiscal Year 2018/2019 – Southeastern Connecticut Regional Resource Recovery Authority (SCRRA) Fees for next year will remain at \$58 per ton; (6) Town Hall Septic System - Septic issues at Town Hall and Annex were causing back-ups in lower level of the Town Hall. An independent inspection found that the lines were frozen in the ground, which should not happen (design / installation issue?). The line from Town Hall was still frozen. This was very disappointing as the remedy may require tearing up new asphalt parking lot.

Questions to the Mayor - None.

XII. OLD BUSINESS – None.

XIII. NEW BUSINESS

CONSENT CALENDAR

- *1. MOTION to reappoint the following members to the Building Code of Appeals for a five (5) year term ending October 14, 2022:

Mr. Ernest A. Maynard, Jr, (U) 746 Shewville Road, Ledyard

Mr. Stanley Juber (R) 13 Iron Street, Ledyard

Mr. Gabriel B. Stern (D) 1065 Long Cove Road, Gales Ferry

Mr. Wayne Chiapperini (R) 150 Library Street, Mystic

Mr. Hubert G. Sokolski (R) 14 Mary Belle Circle, Gales Ferry

- *2. MOTION to approve two refunds in the amount of \$6,083.95 that exceeds \$1,200.00 in accordance with Tax Collector departmental procedures.

Moved by Councilor Eichelberg, seconded by Councilor Dombrowski

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0

MOVER: Steve Eichelberg, Town Councilor

SECONDER: Kevin Dombrowski Town Councilor

AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Malone, Marshall, Sabilia, Saums

General Items:

3. MOTION to approve the request for funds necessary to implement the written proposal between the Town of Ledyard and the School Health Aides Union Local 1303-210 AFSCME; July 1,2017 – June 30, 2020.

Moved by Councilor Saums, seconded by Councilor Malone

Discussion: Administrator of Human Resources Don Steinhoff stated there were six members of the School Health Aides Union earning \$15.21 to \$17.03 per hour. He stated the agreed upon increase was 1.95% for each of the contract years noting that there was no retro payment. He stated the School Health Aides Union took a 1% increase for each year of the three-year contract. He stated there is one Health Aide assigned to each school to assist the School Nurse throughout the day.

Councilor Saums stated with their last contract the School Health Aides was the first contract that was negotiated during which the Town asked for a 1% increase and the Union agreed. However, he stated the Town did not get a 1% increase from any of the subsequent Union Agreements. Therefore, he stated the School Health Aides felt that they had already been paid less than their share. He went on to state at one point the Town and the Union declared an impasse noting that the negotiations became contentious. He concluded by stating that he recommended the Town Council approve the request.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0

MOVER: Bill Saums, Town Councilor

SECONDER: Tom Malone, Town Councilor

AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Malone, Marshall, Sabilia, Saums

4. MOTION to delay the implementation of Ordinance #146 “*An Ordinance Amending A Town of Ledyard Waste Management and Recycling Ordinance*” that was adopted on October 11, 2017.

“In addition, refer Ordinance #146 “An Ordinance Amending a Town of Ledyard Waste Management and Recycling Ordinance” back to the Land Use/Planning/Public Works Committee until the Town received clarification.

Moved by Chairman Davis, seconded by Councilor Dombrowski

Discussion: Chairman Davis stated at the Town Council’s December 13, 2017 meeting that she expressed concerns that the Town had not received a response from the Town Attorney or the State Attorney General regarding their request for an opinion regarding the Connecticut General Statutes sec. 21-82(a)(12). She stated the state statute was not clear; and therefore, it would be wise to delay the implementation of Ordinance #146 until they were comfortable.

Councilor Dombrowski recommended Ordinance #146 “*An Ordinance Amending A Town of Ledyard Waste Management and Recycling Ordinance*” be referred to the Land Use/Planning/Public Works Committee until the Town received clarification.

Chairman Davis asked that the Town Council agree to the following “*friendly amendment*” to include the following language in the Motion: “*In addition, refer Ordinance #146 “An Ordinance Amending A Town of Ledyard Waste Management and Recycling Ordinance” back to the Land Use/Planning/Public Works Committee until the Town received clarification.*” The Town Council agreed to the additional language as a “*friendly amendment*”.

Councilor Saums stated when the Finance Committee began discussing this Ordinance he stated that it would hurt people who could least afford it, those being residents who live in mobile homes and manufactured mobile homes, as was pointed out this evening.

He went on to state that he wanted to clarify some things that have been said noting that at least one of the commercial park operators said that the owners would have to pass along these costs to the tenants. Councilor Saums stated that the mobile home park owners do not have to pass along the cost for trash pick-up to the tenants. He stated the Town Council's intent in their approval of Ordinance #146 was that Ledyard does not pick-up trash for commercial entities. He stated owners of mobile home parks were commercial entities and other towns do not pick-up trash from mobile home properties or apartment houses that are owned by commercial entities and it does do not collect trash for any other commercial enterprise in town. He stated it was his opinion that the mobile home operators have benefited from a windfall during the many years the town has collected trash from privately owned residential properties. He stated that he knows that mobile home park owners would most likely pass the cost of trash pick-up onto the tenants. He stated that he was appalled that the Town Council was considering discontinuing the pick-up of trash at mobile home parks, however, he stated he voted for the Ordinance because the Town Council had a series of public meetings at which the subject was discussed, and at which no one came to the meetings and spoke. He stated the Town Council also held a public hearing, and he posted on Facebook that the Town Council had scheduled a public hearing on the proposed ordinance and that he asked for those who were not able to attend the public hearing to write to them. However, he stated no one appeared at any of the publicly posted meetings, no one sent comments to the Town Council, and no one attended the public hearing. He stated after the Ordinance was approved that most of the people the Town Council heard from were commercial property owners not the owners of mobile homes. He stated that he thought the Town could find a better long-term solution. He stated he has asked one of the commercial property owners to put as much energy into helping the town look at options such as "*Pay As You Throw*" as he has put into opposing Ordinance #146; and he noted that the commercial property owner has agreed.

Councilor Saums continued to address the "*Pay As You Throw*" (PAYT) program and he explained that it would put the onus of trash on the people who use it most. He stated the people who have the least trash would pay the least. He stated, "*Pay As You Throw*" would help the town reduce their tonnage in total. He asked that people pay close attention to "*Pay As You Throw*" noting that a Public Information Session would be scheduled to see what the program has done for other towns. He stated if Ledyard decided to implement a "*Pay As You Throw*" program, he thought that they would all save money and resolve the trash issue long-term.

Councilor Malone stated Ordinance #146 "*An Ordinance Amending A Town of Ledyard Waste Management and Recycling Ordinance*" was an off-shoot symptom of "*What was the Town doing in the business of trash collection?*" and he questioned whether this was what town government was supposed to do. He stated although the Finance Committee has not yet looked at the details of the "*Pay As You Throw*" program that he supported Councilor Saums' comments, noting that they have been working on this issue for at least eighteen months. He stated, as Councilor Saums' noted, that while the Finance Committee was working on the Ordinance at public meetings, at which the public was invited to attend and give their opinion, that no one came. However, he stated now that it was time to write the check, the Town Council was being the bad guy for approving Ordinance #146. He stated all the other towns in Connecticut and Rhode Island follow the state statute in the same fashion. He thanked Chairman Davis for reminding them that the Town has not received a legal opinion regarding this matter. However, he stated once they do receive a legal opinion that he would like to see the Town Council close out this issue for better or worse.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0

MOVER: Linda Davis, Chairman

SECONDER: Kevin Dombrowski, Town Councilor

AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Malone, Marshall, Sabilia, Saums

5. MOTION to appoint Mr. Charles Duzy (U) 4 Harvard Terrace, Gales Ferry to the Housing Authority for five (5) year term ending March 31, 2020 filling a vacancy left by Mrs. Weiner.

Moved by Councilor McGrattan, seconded by Councilor Saums

Discussion: Councilor McGrattan stated the Housing Authority was a five member Board. She stated because they sometimes have difficulty obtaining a quorum at their meetings that it was important that Mrs. Weiner’s vacancy be filled as soon as possible. She stated that Mr. Duzy would be an asset to the Housing Authority.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0
MOVER: Mary McGrattan, Town Councilor
SECONDER: Bill Saums, Town Councilor
AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Malone, Marshall, Sabilia, Saums

6. MOTION to appoint the following to the Municipal Building Committee as Board of Education Representatives in accordance with Ordinance #138 “*An Ordinance Establishing a Municipal Building Committee for the Town of Ledyard*”.

Ms. Kate DiPalma-Herb (D) 19 Meadow Drive, Gales Ferry

Mr. Robert Guerrera (R) 19 Parkwood Drive, Gales Ferry.

Moved by Councilor Ingalls, seconded by Councilor Saums

Discussion: None.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0
MOVER: Andra Ingalls, Town Councilor
SECONDER: Bill Saums, Town Councilor
AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Marshall, Malone, Sabilia, Saums

Finance Committee

7. MOTION to authorize the Mayor sign the “*House Lease*” for 332 Colonel Ledyard Highway, a single-family home, for \$1,300 per month.

Moved by Councilor Saums, seconded by Councilor Ingalls

Discussion: Councilor Saums stated in accordance with CGS 07-163e a Public Hearing was held earlier this evening regarding the proposed lease for 332 Colonel Ledyard Highway at which two residents spoke in-favor of the lease. He provided some background stating that the Town acquired 332 Colonel Ledyard Highway thru a foreclosure. The property was formerly known as the “*Founders Preserve Subdivision*” and included 46 ± acres. He stated the subdivision was approved during the peak of the real estate market, however, it failed when the market collapsed. He stated the property located at 332 Colonel Ledyard Highway was the house that sits on the Road. However, there was a small title issue regarding the boundary line and because the Town currently does not have a clear, saleable marketable title at this time that the thought was that the Town could lease the house for \$15,600 in rent per year, rather than moth-ball it, until they can get the title issue resolved, at which time the town could dispose of/sell the house. The house was in very good-almost move-in condition. He stated at their October 25, 2017 meeting the Town Council authorize the Mayor to enter into a Listing Agreement with McBride Realty of Gales

Ferry, CT for the purpose of leasing the single-family home. He stated McBride Realty has found a tenant who has been credit checked and vetted noting that they do not have pets or smoke. He stated the proposed lease was provided for tonight's meeting noting that it would begin on February 1, 2018.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0

MOVER: Bill Saums, Town Councilor

SECONDER: Andra Ingalls, Town Councilor

AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Marshall, Malone, Sabilia, Saums

8. MOTION to approve the Town Council Department Fiscal Year 2018/2019 Budget in the amount of \$201,009 to be included in the General Government's proposed budget, as contained in the draft dated December 27, 2017.

Moved by Councilor Saums, seconded by Councilor

Discussion: Councilor Saums explained that as the Town begins the annual budget process each department is required to submit a proposed budget to the Mayor to be included in the proposed General Government budget. He stated the Town Council Department's proposed Fiscal Year 2018/2019 Budget was in the amount of \$201,009, noting that per the Mayor's directive the proposed Town Council Department's budget has been decreased by 10% from the previous Fiscal Year (2017/2018).

Chairman Davis addressed comments that were made last year during the annual budget process noting that a resident divided the \$200,000 budget by the nine-member Town Council and made statements that each Councilor received \$22,000 for their service. She provided clarification stating that the proposed \$201,009 budget provided for town expenses such as the Annual Audit Fee, Legal Fees, and other operating costs. She stated although the members of the Town Council are elected that they are volunteers and do not receive any money for their service to the Town.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0

MOVER: Bill Saums, Town Councilor

SECONDER: Andra Ingalls, Town Councilor

AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Marshall, Malone, Sabilia, Saums

9. MOTION to recommend the Town Council approve the Town Council Department Capital Improvement Projects (CIP) Fiscal Year 2018/2019 Budget to be included in the General Government's proposed budget, as contained in the draft dated December 27, 2017.

Moved by Councilor Saums, seconded by Councilor Ingalls

Discussion: Councilor Saums explained that each year Departments submit their Capital Improvement Projects to the Planning Department to be included in the Capital Improvement Plan (CIP) as part of the annual budget process. He stated for the upcoming Fiscal Year 2018/2019 that the Town Council was not requesting any funding be allocated to their Laptop Replacement Plan, due to reductions in State Municipal Aid. He stated that this was the second consecutive year that funding has not been allocated for the Laptop Replacement Plan. He stated that currently the Town Council Laptop Replacement CIP Account has an available balance of \$2,001.15. He noted that most Town Councilors use their own laptop computers.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0
MOVER: Bill Saums, Town Councilor
SECONDER: Andra Ingalls, Town Councilor
AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Marshall,
Malone, Sabilia, Saums

Land Use/Planning/Public Works Committee

10. MOTION to authorize the Mayor to engage in negotiations for the sale of following town-owned properties that were acquired thru tax foreclosure:

- 1007 Shewville Road, Ledyard \pm .43 acre
- 5 Spout Run, Ledyard \pm 3 acres
- 69 Inchcliffe Drive, Gales Ferry \pm .1 acre

Moved by Councilor Dombrowski, seconded by Councilor Saums

Discussion: Councilor Dombrowski stated the Town obtained these three parcels thru tax foreclosures. He stated that an abutting property owner may be interested in purchasing the parcels. Therefore, he stated this action would authorize the Mayor to negotiate the sale of these properties, noting that it was not fiscally responsible for the town to own these types of parcels. He stated the lot located at 5 Spout Run was previously owned by the Home Owners Association.

Councilor Marshall suggested it may be prudent to split the properties between the adjoining property owners and give them land. He stated this would be a win-win noting that the property owners would slightly increase their lots and the town would be able to collect taxes for the property. He stated the adjoining property owners were already enjoying the benefit of having the piece of land between them, and therefore, he questioned why they would purchase a .10 of an acre of land.

Councilor Saums explained because it was town-owned property that they did not have the right to give it away. Councilor Dombrowski explained that the Town had to move forward in this fashion to allow the Mayor to negotiate the sale of these town-owned parcels.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0
MOVER: Kevin Dombrowski, Town Councilor
SECONDER: Bill Saums, Town Councilor
AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Marshall,
Malone, Sabilia, Saums

11. MOTION to authorize the Mayor to engage in a one-year Marketing Agreement with Londregan Commercial Real Estate to sell the Ledyard Center School, located at 740 Colonel Ledyard Highway, Ledyard.

Moved by Councilor Dombrowski, seconded by Councilor Ingalls

Discussion: Councilor Dombrowski explained that the process to sell the Ledyard Center School would be similar to the recent sale of the Gales Ferry Landing (formerly known as Gales Ferry School). He stated if the Town could sell the property “as is” that it would save the Town \$1.3 million to demolish the facility, which was included in the Bond Resolution for the Schools Consolidation/Improvement Project(s) (Middle School and Gallup Hill School).

Chairman Davis explained that there were a number of steps required that would need to be followed to sell town-owned property, noting that it would require a Town Meeting.

Councilor Ingalls requested clarification regarding the “*Resolution Amending A Resolution Appropriating \$65,835,000 for the Design and Construction of Additions and Renovations to the Ledyard Middle School and Gallup Hill School; And Demolition of Ledyard Center School; And Authorizing the Issue of Bonds and Notes in the Same Amount to finance Said Appropriation*” that was approved by the townspeople at the January 20, 2015 Referendum. She stated the Resolution included \$1,300,000 to demolish the Ledyard Center School and she questioned, based on the Resolution, whether the Town was required to demolish the building. Councilor Saums stated the Resolution authorized the Town to spend the money to demolish the building, explaining that it does not require the town to demolish the building.

Councilor Saums went on to state in attending the January 6, 2018 CCM Municipal Budget Work Shop he learned that the Town was not required to spend the entire budget that was voted on by the taxpayers. He stated the Annual Budget Referendum authorizes the Town to spend the budget presented. However, he stated it does not state that they must spend the entire approved budget. Councilor Marshall stated in speaking to Department Heads that some think that they need to spend their entire budget in order to get the same amount of funding in the following budget year, noting that there was almost a spending frenzy at the end of the fiscal year for departments to spend their budgets. Councilor Saums stated although it may happen in some Departments that not all Department Heads feel that they have to spend their entire budgets. He stated as the Finance Committee works to prepare the annual budget, which begins in March of each year, that the Committee reviews all department budgets line by line looking at how much has been spent year-to-date based on seven months of financial data. He commended the Departments that do not think that they have to spend their entire budget, and he stated that the Finance Committee has tried to minimize the budget tactic to spend their entire budget each year.

Councilor Marshall continued by addressing the demolition of the Ledyard Center School noting at some point it was going to become more expensive to demolish the building. Therefore, he stated the Town could only keep the building on the market for one year.

VOTE: 9 – 0 Approved and so declared

RESULT: ADOPTED 9 – 0

MOVER: Kevin Dombrowski, Town Councilor

SECONDER: Bill Saums, Town Councilor

AYES: Davis, Dombrowski, Eichelberg, Ingalls, McGrattan, Marshall, Malone, Sabilia, Saums

General Items

12. Discuss work session items – Ordinance Updates.

Councilor Eichelberg provided an overview of the initiative to update the Town’s Ordinances noting that the Administration Committee was assigned the oversight of the project. He reviewed the process as follows:

- Each Councilor was assigned ten Ordinances to review.
- The task was to mark-up the Ordinances with recommended changes.
- The Administration Committee has worked their way thru 30 Ordinances to date. Most of the changes they have done thus far were to clean-up language and update things such as state statute numbers or fines.

Councilor Eichelberg noted the following as examples of the Administration Committee's work to date:

- Ordinance #25 "*An Ordinance Pertaining to the Operation of Vehicles on Off-Street Property Owned by the Town of Ledyard and Establishing Penalties for Violations Thereof*".

Councilor Eichelberg stated in reviewing Ordinance #25 that there were no significant changes, other than the fact that it referenced "*Constables*". He stated the Town employs *Police Officers* not *Constables*. Therefore, the Committee made that change, and they also added a reference to the *Police Chief of the Town of Ledyard*, since they now have a Police Chief.

Councilor McGrattan stated when the Ordinances involved other departments that they sent the Ordinances to those departments and requested their input, noting that the Departments for which the ordinances apply know most about the subject matter.

- Ordinance #19 "*An Ordinance Providing Penalties for Violation of the Connecticut State Building Code*"

Councilor Eichelberg stated Ordinance #19 was updated to correct a couple of minor grammar changes. Also, instead of calling out things that the state statute already calls out the Administration Committee simply referenced the state statute.

- Ordinance #72 "*An Ordinance Regarding Audit-Oriented Business*"

Councilor Eichelberg stated for Ordinance #72 they changed the definition of "Inspector" to simply mean "*An official that the Town Council or Mayor delegates*".

Councilor Eichelberg stated that these were examples of the kinds of changes that were being made to the Ordinances this far.

Councilor McGrattan noted that the Administration Committee was also taking fines out of the Ordinances and instead referenced the state statute, explaining that some of the fines contained in the state statutes change almost every year.

Chairman Davis stated several of the Ordinances she was reviewing involved the issue of enforcement and fines. She noted Ordinance #38 as follows:

- Ordinance #38 "*Ordinance Prohibiting Parking on Town Roads During Winter Storms and Providing Penalties for Violation Thereof*"

Chairman Davis stated the Ordinance states what they were not supposed to do; however, it does not state what was supposed to be done if there was a violation. Therefore, she questioned if there was a violation who should be contacted....the Mayor, Police, Public Works, etc.? Councilor Eichelberg stated at Chairman Davis' request the Administration Committee began looking at Ordinance #38 this evening. Chairman Davis stated that she has also asked Public Works Director Steve Masalin to review the Ordinance and provide comments.

Councilor Dombrowski stated he was working on Ordinances #1 - #10 and he stated that the first two Ordinances could not be updated until the Town Council has completed their work on all the Town Ordinances. (Ordinance #1 "*An Ordinance Repealing Certain Ordinances*"; and Ordinances #2 "*An Ordinance Renumbering Certain Ordinances*"). He also noted that many of the Ordinances have been repealed and superseded by more recent Ordinances.

Chairman Davis thanked the Administration Committee for the update this evening and asked that they keep the Town Council informed as they move thru this process.

Chairman Davis assigned the following Ordinances:

Councilor Sabilia - Ordinances #81 - #90

Councilor Ingalls – Ordinance #91 - #101

IX. ADJOURNMENT

VOTE: Councilor Eichelberg moved to adjourn, seconded by Councilor Malone.
9- 0 Approved and so declared. The meeting adjourned at 8:02 p.m.

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

I, Linda C. Davis, 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 January 10, 2018.

Linda C. Davis, Chairman



TOWN OF LEDYARD

741 Colonel Ledyard
Highway
Ledyard, CT 06339-1511

File #: 22-505

Agenda Date: 7/26/2023

Agenda #: 5.

AGENDA REQUEST
GENERAL DISCUSSION ITEM

Subject:

Discuss Work Session Items as time permits.