

TOWN OF LEDYARD CONNECTICUT

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

Town Council ~ AGENDA ~

Regular Meeting

Wednesday, November 8, 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/82406206512?pwd=VOMP7rb2fTeOT6JBJWTqrZFOCwbscW.1

Audio Only: Telephone: +1 646 558 8656; Meeting ID: 824 0620 6512; Passcode: 665313

- 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 Town Council Minutes of October 25, 2023.

Attachments: TC-MIN-2023-10-25.pdf

IX. COMMUNICATIONS

Communications List - November 8, 2023

Attachments: C-LIST-2023-11-08.pdf

Youth Coordinator-Director Job

Description-Parkinson-2023-10-25-addendum to

email-2023-10-22.pdf

Appoint ltr -Harwood -2023-10-25.pdf

Appoint ltr -Holdridge-Conservation Commission-2023-10-25.pdf

Appoint ltr -Levandoski-Conservation Commission-2023-10-25.pdf

Youth Coordinator-Director Job

Description-Parkinson-2023-10-25-addendum to

email-2023-10-22.pdf

ACTION LTR-TOWN COUNCIL MTG-2023-10-25.pdf

APPOINT LTR-TREASTER-BOARD ASSESSMENT APPEALS

-2023-10-26.pdf

APPOINT LTR-GRENGER-LIBRARY COMMISSION

-2023-10-26.pdf

APPOINT LTR-BOLDUC-LIBRARY COMMISSION

-2023-10-26.pdf

APPOINT LTR-CANDLER-LIBRARY COMMISSION

-2023-10-26.pdf

APPOINT LTR-CRONIN-LIBRARY COMMISSION

-2023-10-26.pdf

APPOINT LTR-RUMERY-LIBRARY COMMISSION

-2023-10-26.pdf

APPOINT LTR-SCHNEIDER-PARKS-REC& SENIOR

CITIZENS-2023-10-26.pdf

TRANSISTION-MEMO COMMUNITY RELATIONS

2023-10-26-TO 26-TOWN COUNCIL.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

5. Other Liaison Reports

XII. REPORT OF THE MAYOR:

XIII. OLD BUSINESS

1. MOTION to Remove from the Table and act on the MOTION to withdraw the

MOTION to approve proposed updates to the updates to the Youth Services Coordinator as

presented in the draft dated October 11, 2023.

Attachments: Youth Servivce Coordinator - DRAFT-2023-10-11.doc

XIV. NEW BUSINESS

Administration Committee

1. MOTION to appoint Mr. Matthew Miello (R) 12 Cardinal Lane, Gales Ferry, to the Planning & Zoning Commission as an Alternate Member to complete a three-year term ending October 31, 2026 filling a vacancy left by Mr. Baudro.

<u>Attachments</u>: <u>APPOINT APPL-MIELLO-PLANNING & ZONING-2023-09-14.pdf</u> PLANNING & ZONING-2023-09-18.pdf

2. MOTION to appoint Ms. Jackie Baudro (R) 135 Whalehead Road, Gales Ferry, to the Planning & Zoning Commission as an Alternate Member to complete a three-year term ending October 31, 2025 filling a vacancy left by Mr. St. Vil.

Attachments: PLANNING & ZONING-2023-09-18.pdf

APPOINT APPLICATION J-BAUDRO-PLANNING & ZONING-2023-10-17.pdf

Finance Committee

3. MOTION to authorize the Mayor to sign a Owner Architect Agreement for Roof Projects at the Gales Ferry School, Juliet Long School, and Board of Education Central Offices, and PV with Silver Petrucelli & Associates of Hamden, Connecticut, in the amount of \$78,280.00 in accordance with Chapter III, Section 4 of the Town Charter.

<u>Attachments</u>: B101 Owner Architect Agreement for Gales Ferry Juliet Long and BOE Offices Roof and PV.pdf

4. MOTION to authorize the Mayor to submit an American Library Association Application to obtain "Round II" of the - Libraries Transforming Communities: Accessible Small and Rural Communities Grant in the amount of \$20,000 to purchase a new circulation and reference desk for the Bill Library designed to meet ADA requirements and better serve individuals with disabilities

<u>Attachments</u>: Town Council Action Ltr-2023-04-27 Grant

5. MOTION to appropriate the American Rescue Plan Act (ARPA) funding in the amount of \$29,827 to Account 20360101-57300-G0014 (New Equipment - Park & Rec - AARPA)

In addition, authorize the Parks, Recreation & Senior Citizens Center to expend the \$29,827 American Rescue Plan Act (ARPA) specifically designated for Senior Citizens Centers as outlined in their ARPA Senior Center Plan dated October 17, 2023.

Attachments: ADS ARPA Senior Center Municipal Leader Letter 02 10 2023

Copy of CT ADS ARPA Senior Center Allocation Calculations Final

Chart

State Unit on Aging Email

ARPA SR CTR GRANT APPLICATION.pdf

FAQs ARPA SC Funds 04 17 2023

CT Senior Centers ARPA Beneficiary Information Form (BIF) Questions

ARPA Quotes

SR CTR ARPA Plan.xlsx

Gym Floor Plan.jpg

6. MOTION to grant a Bid Waiver to Locust Grove Landscaping, of Ledyard, Connecticut, in the amount of \$27,000 to rebuild the retaining wall of the race and reset the steps to divert water away from the building at the Up-Down Sawmill due to the lack of receiving the required three (3) Bids in response to Bid #2023-09 (Sawmill Repairs); in accordance with Ordinance #200-001 (rev 1) "An Ordinance for Purchasing".

Attachments: Bid Sheet - Sawmill Repairs 2023-09.pdf

Locust Grove Landscaping Bid 2023-09 Sawmill Tailrace and Bridge

Repair.pdf

Historic - Up-Down Sawmil Bid Waiver -Repair Stone Work-

-2023-07-31.pdf

ORD-#200-001 (rev 1)-Ordinance For Purchasing-2022-01-26.doc

- 7. MOTION to appropriate \$4,200 from Undesignated/Unassigned Fund Balance to Account #10110107-56100 Cemetery Committee Operating Expenses for the removal of four dead trees at the Newton Cemetery.
- **8.** MOTION to approve a tax refund in the amount of \$3,256.25 exceeding \$2,400.00 in accordance with tax collector departmental procedures.

Barbara Arthur \$3,256.25

Attachments: TAX REFUND (over \$2,400.) BARBARA ARTHUR

General Business

- **9.** MOTION to cancel the Town Council Regular Meeting of November 22, 2023 for the Thanksgiving Holiday.
- 10. 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.



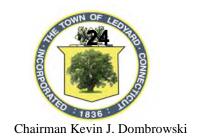
741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2219 **Agenda Date:** 11/8/2023 **Agenda #:**

MINUTES

Minutes:

MOTION to approve the Town Council Minutes of October 25, 2023.



CONNECTICUT TOWN COUNCIL

MINUTES LEDARD TOWN COUNCIL – REGULAR MEETING WEDNESDAY, OCTOBER 25, 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	Present	In-Person
S. Naomi Rodriguez	Town Councilor	Present	In-Person
Timothy Ryan	Town Councilor	Present	In-Person
William Saums	Town Councilor	Present	In-Person

IV. INFORMATIONAL ITEMS/PRESENTATIONS – None.

V. RESIDENTS AND PROPERTY OWNERS

Ms. Ginina Diaz, 1546 Route 12, Gales Ferry, stated "Active participation and public life of a community in an informed and constructive manner with focus on the common good" was the definition of civic responsibility. She stated it was no secret that Ledyard has a history of low voter turnout. She stated for the last Municipal Election only 31% of eligible residents voted. She stated last week's Referendum (October 17, 2023) only had about 230 voters turn out. She stated when residents asked on the Ledyard Resource Page last week where they could find candidate information for the upcoming election that members of the Democratic Town Committee only offered information on the Democratic and Republican candidates. She stated the reason she was mentioning this was because both the Democratic and Republican Town Committee Members knew that there was also a Green Party Candidate, noting that they have her sign in their yard. She stated that she found it a bit funny that one of the said individuals could choose to say that they did not think about it; or they forgot, when they had a sign in their yard. She stated when we choose not to provide residents with complete information we fail our community. She questioned how they would feel if they asked an Elected Board Member where they could find important information such as candidate information, to only find out that they only gave you two-thirds of the information. She stated that personally she would be pissed. She questioned why they chose to only provide some information but not all. She stated regardless of party affiliation she stated that she firmly believed that residents deserve to be aware of all candidates and be afforded the opportunity to question any and all candidates. So, she asked as a community, "How do we improve voter turnout". She stated not all residents were on social media, not all residents were registered. She questioned whether we could be more productive throughout the year possibly holding an Open Forum yearly, even when it was not an election year; and hold Voter Registration Events throughout the year; or maybe even a Voter 101 Class for those who may not know where to start. She stated that she did not have all the answers, but that she hoped that her suggestions would get some wheels spinning. She stated when residents

feel heard, valued, and like their concerns were addressed that they were more likely to participate. She stated let us also keep in mind the example that was set for our oldest youths, they were in the most literal form of our future. She stated we need to teach them by example the importance of civic engagement and responsibility. Thank you,

Chairman Dombrowski thanked Ms. Diaz for her comments.

Mrs. Karen Parkinson, 55 Rose Hill Road, Ledyard, stated that most of the members on the Town Council know her as the Tri-Town Trail Association President. However, she stated that she also had another passion, noting that she was a retired Social Worker, as she mentioned in her October 22, 2023 email, noting that her entire career was devoted to Child Welfare. She stated that she has written many programs and grants and provided direct services, noting that she was Ledyard's first Social Services Worker and was hired by former Mayor Al Clark. She stated she later went on to work at Lawrence & Memorial Hospital in New London. She stated she was followed by Marge Fondulas, who moved on to work as Groton's Social Services Director, who was followed by Ledyard's Social Services Director Lee King. Mrs. Parkinson stated during all of this time that she was also an active member of the Ledyard Social Services Board, which she organized while she was employed by the Town, noting at that time Ledyard was one of the few towns that has a Social Services Board. She went on to explain when Lee King was Ledyard's Social Services Director that she and Ms. King collaborated and began the work to establish the Youth Services Bureau Programs in the early 2000's. She stated since then the Youth Services Bureau Programs were well established, noting that today almost every municipality now had a Youth Services Bureau, explaining that they all have different types of programs depending on the needs of the community. She stated Ledyard's Youth Services Programs have always been clinically based to provide services to their children, youth, and families, stating that they were not connected to the School System.

Mrs. Parkinson stated that she was present this evening to provide an addendum to her October 22, 2023 email regarding the proposed revisions to the Youth Services Director Job Description; as a passionate plea to support and continue to maintain the high quality of mental health service provided by the Youth Services Director and her staff. She stated in these times that she was sure everyone was aware of the great need for mental health services for troubled youths and their families. She noted that she spoke to one of the Tri-Town Trail Association Volunteers Kenneth DeFilippo, who was a Supervisor for CareAline, which was Emergency Services for youth, and he stated that the need for mental health services for kids has quadrupled in the last five years, with school shootings the Covid-19 Pandemic, etc. She stated many of these youths have dropped out of school, or have even been pulled from school by their parents, for perceived bullying or other issues. She stated that the Youth Service Bureaus provide many essential mental health services; and that we must not diminish the quality and professionalism that the Town of Ledyard has provided for twenty years.

Mrs. Parkinson noted the following error in her October 22, 2023 email: stating that she did not state that the Interns each work 20 hours per week, 12 months for a total of over 4,000 service hours (4x20x52= 41.60 hours @ \$ 25/hour=\$104,000) with an allowance for vacations etc., which was a value of \$96,000; or at least two full time equivalents. She stated if the town does not have a Master's Level Clinical License Practitioner they cannot supervise the Interns Students, and that the town would be able to have that Program, even if the Job Description stated "preferred". She stated when you downgrade a job description, that it soon becomes *The Job Description*.

Ms. Parkinson stated since she wrote the October 22, 2023 email that was included in the Town Council's packet this evening that she reviewed the minutes of the October 11, 2023 Administration Committee. She stated that there were errors in the Committee's discussion because they may not have known and because no one was there to represent Youth Services. She noted the following examples: (1) The current Director had her Master's Degree when she was hired. Mrs. Parkinson noted that the current Director received her Master's Degree in May, 2008 and was hired by the Town in October, 2008; (2) The omission/recognition of the requirement of a Master's Degree Licensed Practitioner to provide counseling to children and families (and supervision of graduate level interns) which was a basic service of a Youth Service Bureau; and (3) Ledyard currently has a Master's Degree Licensed Practitioner available per diem 16 hours/week, which was being

paid out of American Rescue Plan Act (ARPA) Federal funds that Councilor Rodriguez help to earmark for the addition of Clinicians.

Mrs. Parkinson recommended the Town Council Table the motion to amend the Youth Services Director job description this evening and: (1) Restore the title to Director, which was changed and downgraded to Coordinator on July 1st for some reason; (2) Restore the supervision received from the Mayor, as a Department Head. Mrs. Parkinson noted the Mayor was the Director of Social Services, and that his Assistant was the Social Services Coordinator; (3) Any changes to the Job Description are to be reviewed and approved by the Social Service Board. Mrs. Parkinson stated the Social Services Board, nor the Director were aware of the proposed changes to the Job Description; and (4) Encourage the Director of Human Resources to meet with the Director of Youth Services and the Social Services Board so that she would have a better understanding of the scope of service and requirements. Mrs. Parkinson thanked the Town Council for their time this evening and she stated that she would be happy to answer any questions later this evening.

Chairman Dombrowski thanked Mrs. Parkinson for her comments.

Dr. Adrienne Parad, 5 Brich Street, Ledyard, attending remotely, thanked the Town Council for the opportunity to speak to them this evening. She stated that she would be speaking on the same issue as Mrs. Parkinson noting that she echoed her concerns regarding the changes to the Social Services Director's Job Description. She stated as a Mother of three Teens and Tweens, in the Ledyard Public School System that every single day she hears about the stresses the children were going through. She stated that there were changes in their mental health, especially Post-Pandemic, noting that all of this has significantly escalated. She stated Ledyard's Schools were doing a lot throughout the course of the school day, however, she stated Social Services were needed during the time when the children were not in school, which was actually the majority of their hours. She stated that she was a Family Physician and as a Medical Professional that she was concerned about the constant added expectations on our healthcare team. She addressed the proposed changes to the Social Services Director Job Description, noting that asking a Bachelor's Degree Professional to do the work of a Master's Degree Professional was asking for failure. She noted as an example that they could not have a medical assistant do a nurses job; and you can not have a nurse do a social workers job. She stated as a Navy Veteran, speaking to many veterans in this group, need she remind everyone of the importance of the "Chain of Command' structure. She stated she did not support changing the qualifications for this imperative town position. She stated a Master's Level Clinician, at the Director Level reporting to the Mayor was the best way forward. Thank you.

Chairman Dombrowski thanked Dr. Parad for her comments.

IV. COMMITTEE COMMISSION AND BOARD REPORTS – None.

VI. COMMENTS OF TOWN COUNCILORS

Councilor Paul noted Ms. Diaz's comments (V. Residents & Property Owners -see above), and he stated Tuesday, November 7, 2023 was Election Day. He stated the Polls were open from 6:00 a.m. – 8:00 p.m. and he encouraged residents to vote. He stated he did not care who folks voted for, Red, Blue, Green, Write-in, to please vote, stating that it was their right; and it was their town.

Councilor Paul stated October was Breast Cancer Awareness Month. He noted that he lost his Grandmother to breast cancer; and that he knew a lot of families that have been devastated by this disease. He stated that 240,000 cases of breast cancer would be diagnosed this year in women and that 2,100 cases of breast cancer would be diagnosed in men. He encouraged folks to get screened, noting that early detection was their best defense for better survival.

Councilor Ryan echoed Councilor Paul's comments regarding Election Day on November 7, 2023. He stated it was important that everyone take the opportunity to have their voice heard. He stated it was their say in their Local Government. He stated it was important for everyone to get out and vote.

Councilor Ryan went on to note that Halloween was right around the corner and that he hoped everyone would have a safe Halloween, He encouraged residents to exercise caution with their young kids in supervising anything they get from other households.

Councilor Rodriguez stated Saturday, October 28, 2023 was *Prescription Drug Take Back Day* at the Ledyard Police Department, 741 Colonel Ledyard Highway. She stated residents could stop by and drop off their unused medications from 10:00 a.m. – 2:00 p.m. and that she hoped everyone would clean out their medicine cabinets.

Councilor Saums stated that he appreciated the residents who regularly attend the Town Council Meetings. He stated the Town Council liked to have residents attend their meetings because talking to each other in an empty room felt a little weird. He thanked everyone for coming out to attend their meetings.

Councilor Saums went on note in the past that Ledyard has been accused of being a racist town because they did not have enough Affordable Housing. However, he stated on October15, 2023 the New London Day Newspaper published an article reporting that Ledyard scored higher than any other town in New London County. He explained that Ledyard has been trying to provide Affordable Housing, noting that the town had the infrastructure in-place, and they had the Planning and Zoning in-place to allow for Affordable Housing. He stated although the town was trying to get some Affordable Housing built, that they can not make it happen.

Councilor Ingalls stated her family was approaching a very sad anniversary, and she wanted to provide the following two Public Service Announcements: (1) If you are Retired Military to please include a hard copy of your Military Separation Document (DD-214) in your estate papers for your family. She stated by having this documentation in place that they would save their family a lot of grief at a very sad time in their life; and (2) Write a Will.

Councilor Rodriguez added to Councilor Ingalls comments that families should also have the name of their Attorney for their Will in a location where family members would know where to find it, like on a board in their kitchen.

Councilor Irwin stated Councilor Marshall could not attend tonight's meeting. However, he noted on Sunday, October 22, 2023 Councilor Marshall wrote a beautiful email to the Town Council and in his absence that he would like to read the email this evening.

"From: John C. Marshall < <u>jcmar@ledyardct.org</u>>
Sent: Sunday, October 22, 2023 1:58 PM
To: Town Council Group < <u>TownCouncil@ledyardct.org</u>>
Subject:

Greetings:

As fate would have it, I'll be out of town this week and won't be able to attend the last council meeting before the election. This one was always special to me, you know, in the new, out with the old. I have something I wanted to share with everyone in person, but I guess I'll do it here instead.

When we were growing up, just kids, maybe 8 or 9 or so, and you were playing with your friends in some empty lot or backyard, you might have been playing kick ball or building a fort together. Then the street lights came on and you all headed home. On that day, you didn't know that this was the last time you would be together as a group. Life happens, dynamics change, people go in different directions. However, We have the unique distinction of knowing our group is changing.

<u>Bill</u>: In the summer of 2021, there was a controversial issue within your party, concerning someone. It got a lot of air time, and a lot of people felt strongly about the subject. You were the only one to vote against your party, your peers. We've all seen that one "no" vote before, but this one struck me different. I thought that took a lot of courage to do that. It was really a defining moment for me.

<u>Andra</u>: I enjoyed watching you run the admin meetings. When you talked to someone, you made them feel like you were the only ones in the room. You showed empathy and compassion, and wanted to hear every side of the story before you closed the books. It was a privilege sharing the bench with you, and I will miss you the most.

<u>Mary:</u> In 2019, you gave me a book on the history of houses in the 1700 - 1800's as told thru a carpenters eyes. I can't remember the last time I was the recipient of a random act of kindness. The book wasn't all that expensive, but the gift was priceless.

Thank you, to the three of you, for sharing this time. I wish nothing but the best for all of you. John Marshall"

Councilor Irwin noted that Councilor Marshall's reflection showed that in a town like ours, people were the important thing. He stated that there was not much in the way politics as far as making decisions for the town. He stated this Town Council has been a very collegial group over the last two-years. He stated that it has been a privilege to serve with this Group. He stated that he hoped that he had the opportunity to serve the town again in the future with the people who have chosen to seek reelection. He stated he truly appreciated having the opportunity to spend this time with them.

Councilor McGrattan stated going back many years ago to the First Ledyard Town Council, which was in 1971, that there was a situation similar to tonight's and she stated the Chairman, who was Sanford Figdor, stated "When you were the last in the line of speakers, Stand-up, say Hello and Sit down". She stated that she often remembered that statement.

Chairman Dombrowski echoed all of the Town Councilor's comments this evening, noting that it has been a privilege serving on the Twenty-Fifth Town Council with all of them. He thanked all of those who have chosen to run for Office, regardless of their Party, regardless of the Office they were seeking, the Mayor, the Board of Education, and the Town Council. He stated it has been a pleasure to serve with them, noting that he has served with many of the members of the Town Council over the last twelve years. He stated that he would miss those who have chosen not to seek reelection, and that he wished them good luck and good fortune in their future. He stated for those who have chosen to seek reelection that he hoped to be sitting here with them again in December, 2023. He stated that wished all the candidates good luck who have chosen to run for office. He concluded by stating to the voters that this was their opportunity to make their voices heard and to choose who they think should be leaders of their town. He encouraged everyone to get out and vote.

VII. REVIEW AND APPROVAL OF PRIOR MEETING MINUTES

MOTION to approve the Regular Meeting Minutes of October 11, 2023 Moved by Councilor Ryan, seconded by Councilor Irwin

VOTE:

8-0 Approved and so declared

IX. COMMUNICATIONS

Chairman Dombrowski stated a Communications List has been provided on the meeting portal for tonight's meeting and he noted the referral listed.

X. COUNCIL SUB COMMITTEE, LIAISON REPORTS

Administration Committee

Councilor Ingalls stated although the Administration Committee had not met since their last Town Council Meeting that the Committee has a number of items on tonight's agenda.

Community Relations Committee

Councilor Paul stated the Community Relations Committee met on October 18, 2023 noting that they received some great comments from Ms. Ginina Diaz that sparked the following conversations during their meeting:

- *Black History Month* Councilor Paul stated they discussed some good ideas, that included different activities and more participation with other groups. He stated as the Community Relations Committee said after the last Black History Contest, that they wanted to encourage and support other groups to take part. He stated Councilor Rodriguez has done an amazing job and has championed the Black History Month Contest over the last two-years. He stated the Committee's hope was for other groups to get involved.
- **Voting** Councilor Paul noted in response to Ms. Diaz's comments regarding the low voter turn-out that the Committee discussed the possibility of having a Forum in the future. He stated they discussed ideas such as a Town Hall Forum or maybe an Informational Forum once a year where they could have a Moderator ask questions, etc.
- Housing Authority-Kings Corner Senior Citizens Housing Facility- Councilor Paul stated the Community Relations Committee was tasked to try to help foster some dialogue between the Housing Authority and the Tenants on issues that were brought to the Town Council at their August 23, and September 13, 2023 meetings. He noted at their September 20, and October 18, 2023 meetings the Community Relations Committee discussed the following:
- ✓ Roles and Authority Councilor Paul stated the Committee explained to the Tenants that other than appointing members to the Housing Authority, per Connecticut General Statutes Chapter 128 Sections 8-40 and 8-41 the Town Council had no authority over the Housing Authority.
 - The Housing Authority would hire an Executive Director, who worked under the Direction of the Housing Authority to manage the Kings Corner Senior Citizens Housing Facility.
- ✓ Procedures Councilor Paul stated there were Procedures in-place, for the Tenants to submit Grievances, and to speak directly to the Housing Authority at their monthly meetings. He stated this discussion prompted the Housing Authority to consider obtaining some recording equipment or to perhaps move their meetings to a location where they could be recorded and/or offer remote participation using a platform such as Zoom to help with transparency.
- ✓ Cameras Councilor Paul noted that some Tenants expressed concern about the Housing Authority using cameras to spy on them. He stated during the Community Relations Committee meeting that they explained that the Cameras were used for liability issues, to protect both the tenants, staff, and everyone involved.
- ✓ Renovations and Safety Issues Councilor Paul stated some Tenants had expressed concern regarding safety issues, specifically the handicap ramps. He stated the town secured nearly \$3 million in grant funding for the much needed renovations to the Kings Corner Senior Citizens Housing Facility. He stated they all understand that the renovation was not convenient but that it was almost done and that the facility would be beautiful and the handicap ramps would meet the American with Disabilities Act (ADA) Regulations.
- ✓ Smoking Policy Councilor Paul stated the Community Relations Committee also discussed with the Tenants the No Smoking Policy, and their concerns regarding safety. He stated this was going to be an on-going discussion between the Tenants and the Housing Authority. He stated the decision lied with the Housing Authority, regardless of the Town Council's position, or how they felt about the Smoking Policy, noting that it was the Housing Authority's decision to make.

Councilor Paul concluded his report regarding the Kings Corner Manor Senior Citizens Housing Facility by noting that the Community Relations Committee was tasked to help foster some dialogue; and that the Committee believed that they have. Therefore, he stated the Committee completed their task and that they hoped and would encourage that the dialogue would continue between the Housing Authority and the Tenants at the Facility.

Councilor Paul addressed the Park on East Drive, and he provided some background noting in hearing residents' concerns about graffiti, lack of lighting and other illicit behavior that was occurring at the Park that the Community Relations Committee held an Informal Gathering at the Park on July 20, 2022 with the residents in the area. He stated Parks & Recreation Director Scott Johnson, Jr. and many Town Councilors attended the event. He stated during their conversation with the residents that they discovered that there was a lot of miscommunication. He stated the residents did not know who to contact, or what was in the works. He thanked the concerted efforts of the Parks & Recreation Department, Public Works Department, and the Police Department, noting that the Park on East Drive was now beautiful. He stated it was well lite, the parking lot was done, and residents were enjoying the Park. He stated this was a great example of what the Community Relations Committee was

all about, noting that they all came together for a positive outcome. He stated he has spoken to the Police Chief and that they have not had any issues at the Park on East Drive over the past year. He noted the Community Relations Committee felt that they also completed their work at the Park on East Drive.

Councilor Saums addressed the suggestion to hold a Public Forum sand he stated that he reached out to the Women's League of Voters. However, he stated because he has not heard back from them that he thought he would have to try another channel. He stated the idea was to have a moderated forum, where residents could talk about ideas and ask questions. He stated if the Public Forum was before the November 7, 2023 Election that it could also be for the candidates to speak and answer questions. He stated that he suggested that the Forum should be Moderated, noting that the Mayor, nor the Town Council, or the Board of Education could not run the Forum. He stated that they should have an Independent Moderator, like what was done at the national level. Therefore, he stated that he reached out to try to get a trained moderator and that he would follow up and get back to the Community Relations Committee on what he finds.

Councilor Ryan stated the League of Women Voters moderate a number of debates throughout the State.

Finance Committee

Councilor Saums stated the Finance Committee has not met since the last Town Council meeting.

Land Use/Planning/Public Works Committee

Councilor Paul stated the LUPPW Committee conducted a Site Walk on October 20, 2023 at 9:00 a.m. with Tri-Town Trail Association President Karen Parkinson to look at the Spicer Ruins. He stated as reported at the October 11, 2023 Town Council meeting that Mrs. Parkinson and Historic District Commission Member Earl (Ty) Lamb attended the LUPPW Committee's October 2, 2023 meeting to discuss the possibility of taking an area of the Spicer Ruins to designate as a Registered Historical Site. He stated the LUPPW Committee hiked up the Clark Farm to walk the area of the Spice Ruins and to obtain some background. He stated the area was beautiful and that the LUPPW Committee planned to continue to discuss this subject at their next meeting on November 6, 2023. He thanked Mrs. Parkinson for taking the LUPPW Committee to walk the site.

Board of Education

Councilor Irwin stated the Board of Education met on October 17, 2023 and discussed the following: (1) Fiscal Year 2024/2025 Budget – The Board of Education kicked-off their Annual Budget Preparation Process; and was working to obtain projected estimates for the cost of electricity for next year because of the increase in rates that have climbed by more than 41%; (2) Menal Health Caseloads have increased at every school; (3) Multi-Media School Safety Grant was received and would be used to connect panic buttons and cameras directly to the Police Department, (4) Changes to the Law pertaining to Kindergarten State Date; (5) 2023/2024 School Calendar has been changed to recognize and close schools on Veteran's Day on November 10, 2023. This change was in response to the number of student absences on Veteran's Day in previous years; (5) School Trip to France for 2025 was approved.

Committee to Review Budget Process

Councilor Ryan stated the Committee's Final Report was still in its draft stage. He stated the Committee has scheduled a special meeting for October 30, 2023 at which time they plan to finalize the Report and submit it to the Town Council.

Parks, Recreation & Senior Citizens Commission

Councilor Rodriguez stated the Commission met on October 17, 2023, noting that the meeting went extremely well. She noted the Commission decided on a spending plan for the use of the \$29,827 American Rescue Plan Act (ARPA) Funding which was specifically distributed for Senior Citizen Centers. She noted the Spending Plan included: Peloton Bike; Rower; Elliptical; Dumbbell set and Bench, Rubber Flooring; Chairs (88) for the Dining Room; Card Tables (5), 71" Table; Room Divider, Floor, Carpet, Refrigerator, Railing.

XI. <u>MAYOR'S REPORT</u>

Mayor Allyn, III, thanked the members of the Town Council for all the work they have done during the past two-years. He stated they were able to get a lot accomplished because "R's & D's" did not matter, noting that what mattered was what was best for the Town of Ledyard. He stated Ledyard has been able to maintain this working relationship over the years and he thanked them.

Mayor Allyn continued by providing the following report: (1) Youth Services Coordinator Position- - Mayor Allyn noted Mrs. Parkinson's comments earlier this evening during (V. Resident and Property Owners Comments see above) and her email dated October 22, 2023. He stated the Youth Services Coordinator was a union position and that the title of the position in the Supervisor's Bargaining Group was "Youth Services Coordinator". Therefore, he stated that the update to the title of the job description was to be consistent with the position listed in the union. He stated the Director of Human Resources Marisa Iannella-Rodriguez reviewed the proposed job description updates with the Youth Services Coordinator and with Nursing Administrator Karen Goetchuis, who was the Supervisor; (2) Cropp Walk for Hunger - October 8, 2023 - Mayor Allyn stated he kicked-off the Event at the United Methodist Church in Gales Ferry, which was their 32nd year. He stated the rainy skies cleared just in time for the event, noting that they had a beautiful day and a nice turnout; (3) Legislative Subcommittee - Taxation Issues pertaining to Commercial Businesses Operating at the Foxwoods & the Mohegan Sun Casinos – Mayor Allyn stated on October 17, 2023 that he presented Ledyard's case to the 54 Member Committee at the State Capitol in Hartford. He stated the taxation issues that were being addressed was not to tax the Native Americans, but rather to tax the Commercial Businesses only for their business equipment; who were operating at the Casinos such as Nike, California Pizza Kitchen, Duncan Donuts, etc. He explained that it had nothing to do with any Structures, Property, Land, Buildings. He stated the Town of Montville Mayor Ronald McDaniel also gave a similar presentation. He stated after their last meeting, which was scheduled for November 14, 2023, the Legislative Subcommittee would draft their White Paper to submit to the February 7, 2024 Legislative Session for review and consideration; (4) Emergency Planning & Preparedness Initiative (EPPI) Drill - October 18, 2023 - Mayor Allyn stated he participated in the EPPI Drill that was held at Ledyard's Emergency Operations Center (EOC) Light, which was a room at the Ledyard Center Fire Department. He explained the scenario for this State Drill involved a Freight Train Derailment in Gales Ferry that had a chemical spill and fire along with some sensitive issues. He stated the three-hour drill went well; (5) Affordable Housing Plan -October 18, 2023 - Mayor Allyn stated he was a Panelist at the Connecticut College Affordable Housing Seminar. He stated the event was well attended noting that Ledyard's Affordable Housing Plan received the highest score in New London County of 3.5 Houses out of 5 Houses. He stated Ledyard's Plan was very good and that there were some suggestions that the town could initiate quickly; however, he explained that there were other suggestions that would take time, such as creating an Account to fund Affordable Housing. He stated he would send the Summary of Ledyard's Affordable Housing Plan, which included twelve suggestions, to the Town Council; (6) Up-Down Sawmill Repairs Bid Opening -October 19, 2023 – Mayor Allyn stated in response to the advertised Bid #2023-09 (Sawmill Repairs) the town only received one response. Therefore, he stated the Historic District Commission would be requesting a Bid Waiver to rebuild the retaining wall of the race and reset the steps to divert water away from the building at the Up-Down Sawmill at the Finance Committee's November 1, 2023 meeting; (7) Housing Rehabilitation Program – Mayor Allyn stated the Housing Rehabilitation Program provided no interest loans to qualified residents who met the income limits for critical home improvements such as heating system, septic system replacements and roof replacements. He stated a lien would be placed on the property and once the property owner paid the funds back to the Town of Ledyard that those funds would then become available to be loaned to another qualifying resident. He stated Ledyard issued three more loans this week, and he noted two were boilers/heating systems and one was for a new roof. Therefore, he stated that they would want to get these done before the fall/winter months; (8) Textile Recycling - Mayor Allyn stated Apparel Impact was the vendor who was recycling textiles through Southeastern Connecticut Resource Recycling Recovery Authority (SCRRRA). He stated Ledyard would have two bins (small sheds) noting that one Textile Bin would be located at the Transfer Station, which was open Tuesday, Wednesday and Saturday; and the other Textile Bin would be located at the Middle School,

which would be available 24/7. He explained that there were some clothing articles that were not good enough to give to Good Will, which was the purpose of the Textile Recycling program. He stated residents could drop off items such as clothing, undergarments, old shoes, belts, towels, etc., which would be shredded and used for various fills; (9) Solid Waste Committee - Mayor Allyn stated that he was serving as the Chairman of the Southeastern Connecticut Council of Governments (SCCOG) Solid Waste Committee and that they were working to draft a White Paper to submit to the State Legislature with recommendations on how to reduce Connecticut's trash tonnage. He noted that local trash haulers truck Connecticut's garbage in tractor trailers to a 350-acre Landfill in Seneca Falls, New York, which can be seen from miles away, noting that this was not a solution to the problem. He stated three of Connecticut's five Incinerator Plants were at capacity; noting that three of the Incinerators had the ability to have a second burner. However, he explained that the State's Department of Energy & Environmental Protection (DEEP) process to obtain a second burner was so rigorous and took so long that it would take years to get a second burner in any of the three Incineratoars. Therefore, he stated one of the Solid Waste Committee's recommendations was for the State to have way to fast track the process; (10) Local Transportation Capital Improvement Plan Grant Funding (LoTCIP) – Mayor Allyn noted that the Town received LoTICP Grant Funding for the Multi Model Pathway and the Extension of the Ledyard Center Sewer Line to the High School. He stated the Bid Opening for this project was scheduled for tomorrow (October 26, 2023). He stated six reputable Firms attended the Pre-Bid #L071-0001; and therefore, he did not expect that a bid waiver would be required; (11) Prescription Drug Take Back Day – October 28, 2023 – Mayor Allyn stated the *Take It* To the Box Campaign would be held at the Ledyard Police Station on Saturday from 10:00 a.m. – 2:00 p.m. He stated last year 60 pounds of pharmaceuticals were dropped off. He stated it was a bad idea to flush old medications down the toilet because Ledyard had so many septic systems; and by not discarding the medications properly that they could end up in the wrong hands. He encouraged residents to drop off their old medications at the Box at the Police Department; (12) Deer Strikes - Mayor Allyn noted between September 1st and the end of December, 2022 there were 129 Deer Strikes in Ledyard. He stated just this week that four deer were struck by cars, which was dangerous for both the driver and the deer. He stated he has spoken to the State Department of Energy& Environmental Protection (DEEP) regarding the increase in the deer population. However, he noted that DEEP stated in looking at the data from 2019 that there did not seem to be a problem. He noted that he stated that he told DEEP that the problem was that DEEP was that they were looking at old data. He cautioned residents to drive carefully noting that the deer were moving around.

Questions to the Mayor

Councilor Irwin noted the Mayor's report regarding the Legislative Subcommittee that was addressing Taxation Issues pertaining to Commercial Businesses Operating at the Foxwoods & the Mohegan Sun Casinos. He questioned when the Mayor gave his presentation at the October 17, 2023 meeting whether he had any sense on how the Legislators were leaning. Mayor Allyn stated some of the Legislators were very vocal about where they stood. He noted State Representative Toni Walker from the 93rd District (New Haven area) was very clear in stating that we have treated the Native Americans poorly for hundreds of years and if the towns had to bear the brunt now, so be it. Mayor Allyn stated that while he did not disagree with the relations that happened a long time ago, that he did not agree that both Ledyard and Montville had to bear the brunt today. He went on to state that he commended the Mohegan Tribe noting that they ended their presentation with a solution, which was to take \$4 million off the top of the Pequot Fund and give both Montville and Ledyard each \$2 million; and then distribute the remaining Pequot Fund Revenues to the rest of towns, including the towns of Montville and Ledyard equally. He stated although he thought the Mohegan Tribe's proposal was a good solution, that there was some push back from some members of the Legislative Subcommittee because they recognized that it would have a potential adverse impact on the distribution of the Pequot Funding that their towns would receive. Mayor Allyn stated the Mohegan Tribe was prepared for that question and so they had the calculation ready, which would be a 1.6% reduction in the distribution of the Pequot Fund across the board to all towns. Mayor Allyn stated although this was not a big number that there was still push back. However, he stated that he believed that the Mohegan Tribe's

proposal was a fair approach to solve this long-term problem. He stated between both the Tribes that they have paid \$8 Billion into the Pequot Fund since the Pequot Fund was established in 1993. He stated this was a huge amount of money, and he commented that he did not believe the Mohegan Tribe's proposal to take a couple million dollars from the Pequot Fund for the each of the two communities that Hosta Gaming Facility was an unreasonable approach, noting that it would solve the problem for the Tribes, and it would help to solve the problem for the host towns. However, he stated in looking for an equitable solution for all that the Legislators needed to understand that the Mohegan Tribe presented that solution.

Councilor Rodrigeuz questioned whether the Legislators who were giving some push back to the Mohegan Tribe's proposal were from the western part of the State. Mayor Allyn stated that some of the towns who were giving some push back to reducing their Pequot Fund revenue by 1.6% were not even remotely close to Ledyard. He noted as an example that the Town of Sommers received nearly twice the amount of funding from the Pequot Fund than Ledyard received because as part of the Pequot Fund Formula the Sommers Prison population was being counted in their community's population. However, he stated this was not a fair formula because the prisoners were not using town services such as the school system, or the town's infrastructure such as roads, or bridges, etc.

Chairman Dombrowski stated the Mohegan Tribe's Pequot Fund Distribution Proposal would evenly distribute the funding across the landscape of the Connecticut so that everyone was being treated evenly.

Mayor Allyn continued to state that last year Senator Cathy Osten submitted a proposal that would have dramatically increase the distribution of the Pequot Fund to Municipalities. He explained when the Pequot Fund was originally established that 80%-85% of the funding was distributed to the Municipalities, and the State held back about 15%- 20% of the revenue. However, he stated over the years the percentage distribution has been significantly changed, noting that today only 15% - 20% was being distributed to the Municipality and the State was holding back the rest of the revenues. He stated Senator Osten's 2023 proposal was to go back to the original Pequot Fund Formula which was to distribute the bulk of the revenues to the Municipalities. He stated Senator Osten's 2023 Pequot Fund Proposal came out of Subcommittee *Joint Favorable* noting that all 54 Members supported the Proposal. However, he stated that Governor Lamont vetoed the Proposal, because it would take away some of his *Budgeting Flexibility*. Therefore, Mayor Allyn stated even if the Legislature fully supported Ledyard's position that they could be stuck, unless the Legislature decided to hold a Special Session to override the Governor's veto.

Councilor Ryan questioned what Ledyard's State Delegation thought about the Mohegan Tribe's Pequot Fund Proposal. Mayor Allyn stated that Senator Cathy Osten was the only Legislator from their area that was sitting on the 54 Member Taxation Issues Legislative Subcommittee, noting that the Members were from all across the State. He stated that there was still more work to be done.

- XII. OLD BUSINESS None.
- XI. NEW BUSINESS

CONSENT CALENDAR

- *1. MOTION to reappoint Mr. Eric Treaster (R) 10 Huntington Way, Ledyard, to the Board of Assessment Appeals for a four-year term ending December 5, 2027.
- *2. MOTION to reappoint the following members to the Library Commission for a two-year term ending November 7, 2025:
 - Mr. John Bolduc (R) 14 Monticello Drive, Gales Ferry
 - Ms. Ellin M. Grenger, (D) 15 Bittersweet Drive, Gales Ferry
 - Ms. Barbara Candler (D) 3 Goulart Road, Ledyard
 - Mr. Brian Cronin (U) 12 Erins Way, Ledyard
 - Ms. Elizabeth Rumery (D) 2 Bluff Road, Gales Ferry

Moved by Councilor Rodriguez, seconded by Councilor Ingalls

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

S. Naomi Rodriguez, Town Councilor MOVER: SECONDER Andra Ingalls, Town Councilor

Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums AYES:

EXCUSED: Marshall

Administration Committee

3. MOTION to appoint Ms. Carol Schnider (D) 101 Inchcliffe Drive, Gales Ferry, as an Alternate Member to the Parks, Recreation, & Senior Citizens Commission to complete a three-year term ending June 28, 2024 filling a vacancy left by Ms. Winslow.

Moved by Councilor Ingalls, seconded by Councilor McGrattan

Discussion: Councilor Ingalls stated that Ms. Schneider served on the Senior Citizens Commission for many years; and was interested in continuing to serve. However, she explained in combining/merging the Parks & Recreation Commission with the Senior Citizens Commission that the number of Commission members did not provide the ability for all of the members to move to the combined Commission. She went on to explain that because Ms. Marjorie Winslow was not comfortable driving to night meetings that she resigned from the Parks, Recreation, & Senior Citizens Commission. Therefore, she stated that Ms. Schneider would be appointed to fill Ms. Winslow's alternate vacancy.

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor SECONDER Mary McGrattan, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

MOTION to approve proposed updates to the Director of Finance Job Description as 4 presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor Irwin

Discussion: Councilor Ingalls stated because the Town Council would be addressing several job descriptions this evening that she wanted to provide a general comment, explaining that former Administrator of Human Resources Don Steinhoff had been working to update job descriptions before he retired. Therefore, she stated when Human Resources Director Mariss Iannella-Rodriguez came on staff in April, 2023 that she moved the job descriptions forward to the Administration Committee, noting that most of the changes were to provide consistent formatting, and update antiquated language, etc. noting that they would see the same changes across the board.

Councilor Ingalls continued by addressing the updates to the Director of Finance job description, noting that the following antiquated language was removed from this job description and the all other job description:

"The employee must be free from mental and physical disorders which would interfere with performance of duties as described and have the ability to maintain composure with the public and coworkers in everyday stressful and emergency situations."

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor Whit Irwin, Town Councilor SECONDER

Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums AYES:

EXCUSED: Marshall 5. MOTION to approve proposed updates to the Director of Human Resources Job Description as presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor Ryan

Discussion: Councilor Ingalls stated the following sentence was added to the Director of Human Resources Job Description:

"Where necessary, work in conjunction with outside consultants or legal counsel for support in these areas."

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor SECONDER Tim Ryan, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

6. MOTION to approve proposed updates to the Administrator of Emergency Services Job Description as presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor Irwin

Discussion: See *General Comments* regarding the Job Descriptions updates in New Business Item #4 above.

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor SECONDER Whit Irwin, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

7. MOTION to approve proposed updates to the Building Official job description as presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor McGrattan

Discussion: Councilor Ingalls stated the Supervision received was changed from the Mayor to the *Land Use Director*.

Councilor Saums noted that the change in supervision has been the practice for some time now. However, he stated it appears that the job description had not been previously updated to reflect the change.

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor SECONDER Mary McGrattan, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

8. MOTION to approve proposed updates to the Zoning and Inland Wetland Official Job Description as presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor Irwin

Discussion: The Town Council noted that the updates to the Zoning and Inland Wetland Official job description were boiler plate changes.

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor SECONDER Whit Irwin, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

9. MOTION to approve proposed updates to the Youth Services Coordinator as presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor Irwin

Discussion: Councilor Ingalls noted Mrs. Parkinson's comments in her email dated October 22, 2023 and her verbal comments earlier this evening (V. Residents & Property Owners Comments – see above) regarding changing the "Education Requirements from the possession of Master's Degree to preferred". Councilor Ingalls stated although she agreed with Mrs. Parkinson's concerns that without a person with a Master's Degree that the town would lose out on a huge opportunity to utilize/supervise interns, which would be terrible loss; however, she stated it would also be a loss if they did not have a Youth Services Coordinator at all.

Councilor Ingalls went on to explain in discussing the education requirement that during the October 13, 2023 Administration Committee meeting they decided to make the education requirement of a Master's Degree a *strong preference*, because the hiring climate has changed. She stated in working to add temporary clinicians using the American Rescue Plan Act (ARPA) funding that the town had a hard time finding people, noting that the Mental Health field was over stressed right now. She stated that they were not trying to downgrade the Youth Services Coordinator.

Councilor Ingalls continued to explain that the update to the title of the Youth Services Director Coordinator Job Description was to be consistent with the job title that was included in the Supervisor Union, which this employee was a member of. She also addressed Mrs. Parkinson's comment regarding the Youth & Social Services Board reviewing and approving the proposed updates to the Youth Services Coordinator Job Description. She explained that the role of volunteers did not include administrative functions such as addressing job descriptions, noting that this was a function of the town's Human Resources Department, the Mayor, and the Town Council.

Councilor Paul questioned the reason they were changing the General Supervision from the Mayor to the Nursing Administrator. Mayor Allyn stated although the town dissolved the Ledyard Visiting Nursing Association (LVNA) that they continued to have Nursing Administrator Karen Goetchuis on staff. Therefore, he stated that Mrs. Goetchuis had more time on a daily basis than he had, because she did not have nurses to supervise. Therefore, he stated because Mrs. Goetchuis was located on the same floor as the Youth Services Department that it made sense to have her in this supervisory role.

Councilor Rodrigeuz stated it was her understanding that Mrs. Goetchuis was going to retire or supervise the school nurses. Mayor Allyn stated that there was some uncertainty regarding the school nurses because Ledyard Public Schools would be launching their own United Community & Family Services (UCFS) School Based Health Facility (SBHF) at Ledyard High School (to serve as the HUB) on November 1st. He explained that currently they do not know how the UCFS School Based Health Facility would impact the workload, noting that they have been reviewing the data over the past few months; and have found that currently the workload was fairly light. He stated everyone who attended Ledyard Youth Services was a Ledyard School Student; and that the students may obtain services from the UCFS School Based Health Facility. He stated if children at other Ledyard Public Schools needed mental or physical health services that they could be brought to the UCFS School Based Health Facility located at the High School for services, noting that UCFS would be available until 8:00 p.m.

Councilor Rodriguez stated she attended the Youth & Social Services September 19, 2023 at which they received a presentation regarding School Based Health Centers (SBHC) from Child & Family Agency Representatives Ms. Anne Goddard, who was a Managing Director for Medical Services and Performance and Quality Improvement and Ms. Tanya Pegnataro who was a Pediatric Nurse Practitioner by trade. Councilor Rodriguez noted during the meeting she questioned whether there would be any cross over; and that she was told that there would not be any cross over in providing the services that the Ledyard Youth Services was currently providing to their clients. She also noted that she specifically questioned the

hours of the UCFS School Based Health Facility, and she noted that Ms. Goddard explained that a full-time Behavioral Health Clinician would be in every school; the High School would have a part-time Nurse Practitioner and a full-time Behavioral Health Clinician; and that there would also be a full-time Medical Assistant to assist with all four locations with administrative tasks.

Councilor Rodriguez went on to note that she also questioned the availability of family sessions after school hours and was told by Ms. Goddard that Clinicians would be at the Middle School and High School until 3:30 p.m. and at the Elementary Schools until 4:00 p.m. noting that they had night meetings. She stated that Ms. Goddard stated after school hours would have to go thru the Ledyard Youth Services. She went on to note that Ms. Goddard stated that UCFS operated School Based Health Centers in other districts that also have Youth & Family Service Departments with Behavioral Clinicians providing services and that they had a full caseload. She also stated that SBHC Funding does not normally replace American Rescue Plan Act (ARPA) Funding; and that although they do provide some cross-over they make sure that they do not provide services to the same clients. Councilor Rodriguez stated that Youth & Social Services Board Member Mr. Dan Grimm questioned because the SBHC Funding was only for children services, whether the ARPA Funding could be used to support services for adults.

Mayor Allyn stated the hours of the SBHC that Councilor Rodriguez mentioned this evening were interesting because they were counter to the information the Board of Education had told him. He stated he would get a clear understanding of the hours at the November 1, 2023 SBHC Ribbon Cutting. He went on to note that except for the Interns, who were at the Town Hall unsupervised, that Ledyard Youth Services does not do anything after 4:45 p.m. which was when the union supervisor goes home; and he noted that this disconnect needed to be resolved. Councilor Rodrigeuz stated that she was told that Ledyard Youth Services had meetings for families after hours. Mayor Allyn stated that those meetings were handled by the Interns, and that the Interns need to be working under supervision.

Councilor Saums stated that although he fully understands and agreed with Mrs. Parkinson's concern about the need for the Youth Services Coordinator to have a Master's Degree that he also he agreed with the language change of "Master's Degree preferred". He stated if the town holds out for a Master's Degree and no one was applying, then the town would not have anybody. He addressed changing the Supervision from the Mayor to the Nursing Administrator explaining that if the town was trying to attract applicants in a field where there where there were limited candidates; that reporting to a higher level such as the Mayor would make the job more attractive. He stated the Town Council should learn more about the union issues before making a decision regarding the job description update.

Councilor Rodriguez stated prior to tonight's meeting that she had not spoken to Nursing Administrator Karen Goetchuis, or Youth Services Director Kate Sikorsky-Maynard, or Mrs. Parkinson. She stated in reading the Youth Services Director Coordinator job description that she questioned why the position was being changed from a Director to a Coordinator and that it was her opinion that the Nursing Administrator should be reporting to the Youth Services Director. She stated it was unfathomable that Ms. Sikorsky-Maynard would have to receive General Direction from the Nursing Administrator. She stated with regard to using the word "Master's Degree preferred" that she believed that a "Master's Degree should be required". She stated for the past year they have been hearing that it was hard to get licensed professional clinicians to apply for these jobs, and yet they have. She stated she did not want the town to have subpar services for the mental health of Ledyard's Youth, noting that it was reckless. She stated mental health was serious, and that she could not vote in the affirmative on the proposed job description update as presented in the draft dated October 11, 2023.

Councilor Ryan stated in the work that he issues a lot of requisitions and that they use the same language of "preferred" because it allowed them to have a bigger sample size. He stated sometimes they receive applicants that had Master's Degrees and applicants that had Bachelor's Degrees; and that through the interview process that they sometimes find the Bachelor's Degree Candidate was far more impressive than the Masters' Degree Candidate. He stated having a Master's Degree does not make someone better at a job. However, he

stated that he understands what Mrs. Parkinson was saying that without a Master's Degree the town would not be able to utilize the Intern Program, which was a problem for him. However, he stated when they use the word "preferred" if all they received were applicants with Bachelor's Degrees that it did not mean that they were required to take a person from that pool of candidates. He stated using the word "preferred" allowed them to widen the net; and for that reason he did not have a problem with using the word "preferred". Councilor Ingalls added that they may have candidates who were close to completing their Master's Degree, but did not have it at the time they submitted their application for the position.

Councilor Rodriguez stated that she did not have problem with candidates who were close to completing their Master's Degree, as Councilor Ingalls described. However, she stated unless you have studied Mental Health that it was very different from a Nursing Administrator. Therefore, she stated that she was not certain that the people who looked at the job description updates had the background to understand what mental health involved.

Councilor Saums questioned whether there was any urgency to update the Youth Services Director Coordinator. Mayor Allyn stated that there was no sense of urgency; however, he stated the title of the position needed to be consistent with the position in the Supervisor's Union, which was Youth Services Coordinator.

Councilor Rodriguez questioned how long the individual has worked under the job description titled *Youth Services Director*. Mayor Allyn stated that the employee has been in the position for years; however, he did not know when the job title was changed to *Director*. Councilor Rodriguez stated for years the employee has had the title of *Youth Services Director*, and there was not an issue with supervision. Mayor Allyn stated many of the job descriptions were old and out of date. Councilor Rodriguez stated at the Youth & Social Services Board September 19, 2023 noting that Mrs. Karen Goetchuis introduced herself as the Youth Services Director. Mayor Allyn stated that Mrs. Goetchuis was the Director of Nursing and that she was filling the role of the Youth Services Director, noting that she was the Acting Director. He stated in terms of BAN width that Mrs. Goetchuis had the BAN width to take this on at this time, noting his workload. Therefore, he stated Youth Services Coordinator was better served by having someone who was ready and available to provide oversight to her.

MOTION to Table the

MOTION to approve proposed updates to the Youth Services Coordinator as presented in the draft dated October 11, 2023, pending further review by the Administration Committee.

Moved by Councilor Irwin, seconded by Councilor Saums

VOTE: 8 - 0 Approved to Table

Chairman Dombrowski referred the updates to the Youth Services Coordinator back to the Administration Committee.

RESULT: TABLED 8 - 0

MOVER: Whit Irwin, Town Councilor SECONDER Bill Saums, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

10. MOTION to approve Assistant Librarian I- Adult Services job description as presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor Irwin

Discussion: Councilor Ingalls explained the update to the Assistant Librarian I- Adult Services job description was to change the title of the position because there were a couple of job description titles that were very similar, and were therefore, causing confusion. She noted one job description was titled *Assistant Librarian* and the other job description was titled *Librarian Assistant*.

VOTE: 8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor SECONDER Whit Irwin, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

11. MOTION to approve the Library Associate job description as presented in the draft dated October 11, 2023.

Moved by Councilor Ingalls, seconded by Councilor McGrattan

Discussion: Councilor Ingalls explained the changes to the job description was to update to the title of the position from *Assistant Librarian* to the *Library Associate*. She explained that the Assistant Librarian could serve in the absence of the Library Director; however, the Library Associate was more of a supporting role.

VOTE:

VOTE:

8 - 0 Approved and so declared

RESULT: APPROVED 8 - 0

MOVER: Andra Ingalls, Town Councilor SECONDER Whit Irwin, Town Councilor

AYES: Dombrowski, Ingalls, Irwin, McGrattan, Paul, Rodriguez, Ryan, Saums

EXCUSED: Marshall

General Items

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

XV. ADJOURNMENT

Councilor Rodriguez moved to adjourn, seconded by Councilor Paul **8 - 0 Approved and so declared**. The meeting adjourned at 8:14 p.m.

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

I, 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 October 25, 2023.

Kevin J. Dombrowski, Chairman



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2220 Agenda Date: 11/8/2023 Agenda #:

AGENDA ITEM CORRESPONDENCE

Subject:

Communications List - November 8, 2023

Correspondence List:

(type text here)

COMMUNICATIONS LISTING FOR NOVEMBER 8, 2023

INCOMING CORRESPONDENCE

- 1. Mrs. Parkinson email dated 10/25/2023 re: Youth & Social Services Job Description Updates
- 2. Mayor ltr dated 10/26/2023 re: Reappoint Harwood to Conservation Commission
- 3. Mayor ltr dated 10/26/2023 re: Reappoint Holdridge to Conservation Commission
- 4. Mayor ltr dated 10/26/2023 re: Reappoint Levandowski to Conservation Commission
- 5. Ms. Diaz- Councilor Rodriguez- Councilor Saums email thread dated 10/27/2023 re: Suggestions for Community Relations Cmt & Town Council 10/25/2023 meeting
- 6. Ms. Fernadez-Councilor Rodriguez email thread dated 10/30/2023 re: Kings Corner Manor Senior Citizens Housing Facility
- 7. Ms. Anderson-Councilor Rodriguez email thread dated 210/30/2023 re: Request telephone call
- 8. Ms. Diaz- Councilor Rodriguez email thread dated 10/30/2023 re: 2024 Black History Month Contest

OUT GOING CORRESPONDENCE

- 1. Admin Asst ltr to Mayor dated 10/26 re: Action ltr. Town Council Regular Meeting of October 25, 2023.
- 2. LTC ltr to Treaster dated 10/26/2023 re: Reappointment to Board of Assessment Appeals e
- 3. LTC ltr to Grenger dated 10/26/2023 re: Reappointment to Library Commission
- 4. LTC ltr to Bolduc dated 10/26//2023 re: Reappointment to Library Commission
- 5. LTC ltr to Candler dated 10/26/2023 re: Reappointment to Library Commission
- 6. LTC ltr to Cronin dated 10/26/2023 re: Reappointment to Library Commission
- 7. LTC ltr to Rumery dated 10/26/2023 re: Reappointment to Library Commission
- 8. LTC ltr to Schneider dated 10/26/2023 re: Reappointment to Library Commission
- 9. Community Relations Cmt memo dated 10/26/2023 re: 26th Town Council Transition Items to Incoming 27th Town Council

NOTICE OF AGENDAS

- 1. Committee to Review Budget Process Sp. Agenda 10/30/2023
- 2. Housing Authority Agenda 11/06/2023 Cancelled
- 3. Permanent Municipal Building Cmt 11/06/2023
- 4. Economic Development Commission Agenda 11/07/2023
- 5. Inland Wetland & Water Courses Commission Agenda 10/3/2023
- 6. Farmers Market Committee Agenda 1/01/2023- Cancelled
- 7. LUPPW Cmt Agenda 11/06/2023
- 8. Finance Cmt Agenda 11/014/2023
- 9. Admin Cmt Agenda 11/08/2023
- 10. Town Council Agenda 11/08/2023

MINUTES

- 1. Permanent Municipal Building Cmt Minutes 10/2/2023
- 2. Committee to Review Budget Process Minutes 10/23/2023; 10/30/2023
- 3. Economic Development Commission Minutes 10/3/2023
- 4. Inland Wetland & Water Courses Commission Minutes 10/3/2023

- 5. LUPPW Cmt Minutes 10/2/2023
- 6. Finance Cmt Minutes 10/4/2023
- 7. Admin Cmt Minutes 10/11/2023
- 8. Town Council Minutes 10/25/2023

REFERRALS

None.

Date: 10/25/23

To: Town Council

From: Karen Psrkinson

55 Rose Hill Rd

Ledyard, CT 06339

Addendum to letter in correspondence

My presence here tonight is a passionate plea to support and continue to maintain the high quality of mental health service provided by the Youth Services Director and her staff. In these times, I am sure you all aware to the great need for mental health services for troubled youths and their families. Many of these youths have dropped out of school, or even pulled from school by their parents, for perceived bullying or other issues. Youth Service Bureaus provide many essential mental health services; we must not diminish the quality and professionalism that the Town of Ledyard has provided for twenty years.

An error in my first letter. The interns each work 20 hrs PER WEEK, 12 months (4x20x52= 4160 hrs @ \$ 25/hr=\$ 104,000 allowance for vacations etc A value of \$ 96,000. Ot at least two full time equivalents.

Since I wrote the letter in your packet, I have also reviewed the minutes of the administrative committee. There are errors and omissions in their discussions because no one was there to represent the Youth Services; for example 1) The current Director did have her Masters Degree when hired. She received her Masters Degree in May 2008 and was hired in October 2008. 2) The omission/recognition of the requirement of a Masters Degree Licensed practitioner to provide counseling to children and families (and supervision of graduate level interns).....A basic service of a Youth Service Bureau. 3) There is a Masters Degree Licensed Practitioner, available per diem 16 hrs/week, paid out of Federal funds.

Recommendation:1) To table the motion to amend the Youth Services Director job description and restore her title to Director and supervised, as a Department head, by the Mayor 2) Any changes are to be reviewed and approved by the Social Service Board. 3) Encourage the Director of Human Resources to meet with the Director of Youth Services and the Social Services Board so she better understands the scope of service and requirements.

Thank you



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

October 25, 2023

James Harwood 10 Eska Drive Ledyard CT, 06339

Dear Mr. Harwood:

It is my pleasure to reappoint you as a regular member of the Conservation Commission, to complete a three-year term ending 11/5/2026.

As you are aware, the Town's Meeting Portal (InSite) will aid you in preparation for the Conservation Commission meetings by providing materials and supporting documentation, daily 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 Conservation 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.

I would like to take this opportunity to thank you for your continuing willingness to volunteer for this commission and for helping to make the Town of Ledyard a better place to live.

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

Sincerely.

Fred Allyn, III

Mayor

cc: Town Clerk Town Council

Conservation Commission



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

October 25, 2023

David Holdridge 29 Church Hill Road Ledyard Connecticut, 6339

Dear Mr. Holdridge:

It is my pleasure to reappoint you as a regular member of the Conservation Commission, to complete a three-year term ending 11/5/2026.

As you are aware, the Town's Meeting Portal (InSite) will aid you in preparation for the Conservation Commission meetings by providing materials and supporting documentation, daily 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 Conservation 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.

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I would like to take this opportunity to thank you for your continuing willingness to volunteer for this commission and for helping to make the Town of Ledyard a better place to live.

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

Thank you Dave!

Fred Allyn, III

Sincerely,

Mayor

cc: Town Clerk Town Council

Conservation Commission



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

October 25, 2023

Roberta Levandoski Colonel Ledyard Highway Ledyard CT, 06339

Dear Ms. Levandoski:

It is my pleasure to reappoint you as a regular member of the Conservation Commission, to complete a three-year term ending 11/5/2026.

As you are aware, the Town's Meeting Portal (InSite) will aid you in preparation for the Conservation Commission meetings by providing materials and supporting documentation, daily 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 Conservation 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.

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Sincerely,

Fred Allyn, III

Mayor

cc: Town Clerk Town Council

Conservation Commission

Date: 10/25/23

To: Town Council

From: Karen Psrkinson

55 Rose Hill Rd

Ledyard, CT 06339

Addendum to letter in correspondence

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Recommendation:1) To table the motion to amend the Youth Services Director job description and restore her title to Director and supervised, as a Department head, by the Mayor 2) Any changes are to be reviewed and approved by the Social Service Board. 3) Encourage the Director of Human Resources to meet with the Director of Youth Services and the Social Services Board so she better understands the scope of service and requirements.

Thank you



TOWN OF LEDYARD CONNECTICUT TOWN COUNCIL

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

October 26, 2023

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

Dear Mayor Allyn:

At its Regular Meeting held on October 25, 2023 the Town Council took the following actions

- Reappointed Mr. Eric Treaster (R) 10 Huntington Way, Ledyard, to the Board of Assessment Appeals for a four-year term ending December 5, 2027.
- Reappointed the following members to the Library Commission for a two-year term ending November 7, 2025:
 - Mr. John Bolduc (R) 14 Monticello Drive, Gales Ferry
 - Ms. Ellin M. Grenger, (D) 15 Bittersweet Drive, Gales Ferry
 - Ms. Barbara Candler (D) 3 Goulart Road, Ledyard
 - Mr. Brian Cronin (U) 12 Erins Way, Ledyard
 - Ms. Elizabeth Rumery (D) 2 Bluff Road, Gales Ferry
- Appointed Ms. Carol Schnider (D) 101 Inchcliffe Drive, Gales Ferry, as an Alternate Member to the Parks, Recreation, & Senior Citizens Commission to complete a threeyear term ending June 28, 2024 filling a vacancy left by Ms. Winslow.
- Approved proposed updates to the Director of Finance Job Description as presented in the draft dated October 11, 2023.
- Approved proposed updates to the Director of Human Resources Job Description as presented in the draft dated October 11, 2023.
- Approved proposed updates to the Administrator of Emergency Services Job Description as presented in the draft dated October 11, 2023.
- Approved proposed updates to the Building Official as presented in the draft dated October 11, 2023.

- Approved proposed updates to the Zoning and Inland Wetland Official Job Description as presented in the draft dated October 11, 2023.
- Tabled the proposed updates to the Youth Services Coordinator Job Description as presented in the draft dated October 11, 2023.
- Approved Assistant Librarian I- Adult Services job description as presented in the draft dated October 11, 2023.
- Approved the Library Associate job description as presented in the draft dated October 11, 2023.

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

Yoxane M. Mahu

cc: Director of Finance

Treasurer

Administrator of Emergency Services

Human Resources Director

Land Use Director

· Nursing Administrator



CONNECTICUT TOWN COUNCIL

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

October 26, 2023

Mr. Eric Treaster 10 Huntington Way Ledyard, Connecticut 06339

Dear Mr. Treaster:

CONGRATULATIONS! The Town Council, at its meeting on October 25, 2023 reappointed you as a regular member of the Board of Assessment Appeals, to complete a four (4) year term ending December 5, 2027.

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.

1/1/

Kevin J. Dombrowski

Chairman

Sincerely

cc: Town Clerk

Board of Assessment Appeals



CONNECTICUT TOWN COUNCIL

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

October 26, 2023

Ms. Ellin M. Grenger 15 Bittersweet Drive Gales Ferry, Connecticut 06335

Dear Ms. Grenger:

CONGRATULATIONS! The Town Council, at its meeting on October 25, 2023 reappointed you as a regular member of the Library Commission, to complete a two (2) year term ending November 7, 2025.

As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Library 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 Library 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.

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

Sincerely,

Kevin J. Dombrowski

Chairman

cc: Town Clerk



CONNECTICUT TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

October 26, 2023

Mr. John Bolduc 14 Monticello Drive Gales Ferry, Connecticut 06335

Dear Mr. Bolduc:

CONGRATULATIONS! The Town Council, at its meeting on October 25, 2023 reappointed you as a regular member of the Library Commission, to complete a two (2) year term ending November 7, 2025.

As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Library 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 Library 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.

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

Sincerely

Kevin J. Dombrowski

Chairman

cc: Town Clerk



CONNECTICUT TOWN COUNCIL

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

October 26, 2023

Ms. Barbara Candler 3 Goulart Rd Ledyard, Connecticut 06339

Dear Ms. Candler:

CONGRATULATIONS! The Town Council, at its meeting on October 25, 2023 reappointed you as a regular member of the Library Commission, to complete a two (2) year term ending November 7, 2025.

As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Library 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 Library 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.

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

Sincerely,

Kevin J. Dombrowski

Chairman

cc: Town Clerk



CONNECTICUT TOWN COUNCIL

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

October 26, 2023

Mr. Brian Cronin 12 Erins Way Ledyard, Connecticut 06339

Dear Mr. Cronin:

CONGRATULATIONS! The Town Council, at its meeting on October 25, 2023 reappointed you as a regular member of the Library Commission, to complete a two (2) year term ending November 7, 2025.

As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Library 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 Library 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.

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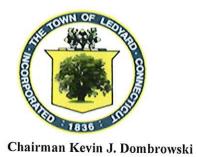
Thank you for your willingness to continue to serve the Town of Ledyard.

Sincerely,

Kevin J. Dombrowski

Chairman

cc: Town Clerk



CONNECTICUT TOWN COUNCIL

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

October 26, 2023

Ms. Elizabeth Rumery 22 Blufff Road Gales Ferry, Connecticut 06335

Dear Ms. Rumery:

CONGRATULATIONS! The Town Council, at its meeting on October 25, 2023 reappointed you as a regular member of the Library Commission, to complete a two (2) year term ending November 7, 2025.

As you are aware, the Town's Meeting Portal (Granicus-Legistar) will aid you in preparation for the Library 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 Library 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.

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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 Library Commission



CONNECTICUT TOWN COUNCIL

Chairman Kevin J. Dombrowski

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

October 26, 2023

Ms. Carol Schneider 101 Inchcliffe Drive Gales Ferry, Connecticut 06335

Dear Ms. Schneider:

CONGRATULATIONS! The Town Council, at its meeting on October 25, 2023 appointed you as an Alternate Member of the Parks, Recreation & Senior Citizens ommission, to complete a three (3) year term ending June 28, 2023 to fill a vacancy left by Ms. Winslow.

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.

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

Sincerely

Kevin J. Dombrowski

Chairman

cc: Town Clerk

Parks, Recreation & Senior Citizens Commission



CONNECTICUT TOWN COUNCIL

741 Colonel Ledyard Highway Ledyard, Connecticut 06339-1551 (860) 464-3230 council@ledyardct.org

MEMORANDUM

TO:

Twenty- sixth Town Council

FROM:

Community Relations Committee

DATE:

October 26, 20239

SUBJECT:

Outstanding Items of Business

In an effort to provide for a seamless transition, the Community Relations Committee of the Twenty-fifth Ledyard Town Council is forwarding the following outstanding items of business:

As these items continue to remain important outstanding/ongoing matters, the Community Relations Committee is hopeful that the information provided will aid in the follow- up and the completion of these issues.

- 1. 2024 Black History Activity/Contest.
- Community Outreach Informational Forums at the Ledyard Farmers Market regarding the services the town offers; how to access services and the authority residents should direct concerns regarding services.
- 3. Host "Informal Conversations in the Park" to engage residents in discussions regarding their concerns and their ideas for potential solutions.

Should you have any questions or require additional background information regarding these issues or any other subjects, please do not hesitate to contact myself or any other members of the Land Use/Planning/Public Works Committee:

Gary Paul (860) 237-1471 John Marshall (860) 235-9130 Bill Saums (401) 225-5362



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-1861 Agenda Date: 11/8/2023 Agenda #: 1.

REPORT ADMINISTRATION COMMITTEE

Fiscal Year 2023/2024 Report:

Administration Committee

Meeting Action Detail:

Town Council Meeting 07/26/2023

File #: <u>23-1861</u> Version: 1

Type: Report

Title: Administration Committee Report



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-1862 Agenda Date: 11/8/2023 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



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-1863 Agenda Date: 10/25/2023 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



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-1864 Agenda Date: 11/8/2023 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



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-1882 Agenda Date: 11/8/2023 Agenda #: XII.

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 #: <u>23-1882</u> Version: 1

Type: Report

Title: Mayor's Report



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2153 Agenda Date: 11/8/2023 Agenda #:

JOB DESCRIPTION

Motion/Request:

MOTION to approve proposed updates to the updates to the Youth Services Coordinator as presented in the draft dated October 11, 2023.

Background:

The Youth Services Coordinator job description was being updated to:

- Change Title of Job Description from *Youth Services Coordinator/Director* to *Youth Services Coordinator/Director*
- Changed the Supervisor from the Mayor to the Nursing Administrator (see track changes).

The Human Resources Department is looking to update the description to reflect the current staffing structure.

Department Comment/Recommendation:

(type text here)

Human Resources Comment/Recommendation:

It is the recommendation of Human Resources that these job description be approved and finalized.

Financial Information:

(type text here)

Mayor Comment/Recommendation:

(type text here)



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2093 Agenda Date: 11/8/2023 Agenda #: 1.

APPOINTMENT

Motion/Request:

MOTION to appoint Mr. Matthew Miello (R) 12 Cardinal Lane, Gales Ferry, to the Planning & Zoning Commission as an Alternate Member to complete a three-year term ending October 31, 2026 filling a vacancy left by Mr. Baudro.

Background:

Mr. Miello has a Bachelor of Science and Master of Science in mechanical engineering.

During the past year Mr. Miello has attended the Planning & Zoning Commission meetings and has expressed an interest in serving on the Commission.

Mr. Miello has been an active member in the community coaching Tee Ball.

Administrative Notes:

The Planning & Zoning Commission currently had two Alternate Member vacancies. (Please see attached roster).

Mr. Baudro indicated that he would step off the Planning & Zoning Commission at the end of his term - October 31, 2023

Republican Nominating Committee Recommendation:

(type text here)

Minority Representation - CGS 9-167a:

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

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

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

File #: 23-2093 Agenda Date: 11/8/2023 Agenda #: 1.

Connecticut General Statutes

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

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

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

Application Form

Profile				
Matthew	D	Miello		
First Name	Middle Initial	Last Name		
mmiello002@gmail.com				
Email Address				
12 Cardinal Lane				
Home Address			Suite or Apt	
Gales Ferry			CT	06335
City			State	Postal Code
Mobile: (516) 983-5632	Home: (86	60) 381-5111		
Primary Phone	Alternate Phone	<u> </u>		
Which Boards would you li	ike to apply for	?		
Planning & Zoning Commissio	n: Submitted			
Education & Experiences				
Please tell us about yourself	and why you wa	ant to serve.		
Why are you interested in	serving on a bo	ard or commiss	ion?	
My wife and I, over the last year impacted by decisions made for documented. With this, I becar involvement could provide a di	or the town and w me interested in th	ranted to make sur he process by whi	re our opinions were h ch decisions are made	eard and and feel my
Community Involvement				
Tee ball coach for son's team.				
Educational Background				
BS and MS in mechanical eng	ineering			
Electric Boat Employer	Principal E	Engineer		
Upload a Resume				

Party Affiliation

Submit Date: Sep 14, 2023

Disclaimer & FOIA Information

Your attendance and active participation is important for the Committee to conduct its business. Any member of a Commitee/Commission/Board who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the 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)

Matthew Miello

PLANNING & ZONING COMMISSION

	Name		Term Expiration
D	St. Vil, Gary 2 Thompson Street Ledyard, Connecticut 06339		10/31/2023
D	Wood Marcelle (Marty) 11 South Glenwoods Road Gales Ferry, Connecticut 06335		10/31/2024
D	Capon, J.A. Tony (Chairman) 37 Silas Dean Road Ledyard, Connecticut 06339		12/31/2024
U	Craig, Howard 64 Stoddards View Gales Ferry, Connecticut 06335		10/31/2025
R	Whitescarver, Paul 6 Stoddards View Gales Ferry, Connecticut 06335		12/31/2023
ALTE	<u>ERNATES</u>		
R	Baudro, Thomas (plans to step down At the end of his term in October) 135 Whalehead Road Gales Ferry, Connecticut 06335	n serving	10/31/2023
D	Cobb, Jessica 7 Whippoorwill Drive Gales Ferry, Connecticut 06335		12/31/2023
D	Vacant (St. Vil Gary)		12/31/2025
Town	Council Appointment	3 Year Term	5 Reg. Members
Eric T 10 Hu Ledya Email	g Citation Officer Treaster Intington Way ard, Connecticut 06339 : bsaofnl-eric@yahoo.com Thone: (203) 536-9896	Blight Enforcement Officer Eric Treaster	3 Alt. Members



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2222 Agenda Date: 11/8/2023 Agenda #: 2.

APPOINTMENT

Motion/Request:

MOTION to appoint Ms. Jackie Baudro (R) 135 Whalehead Road, Gales Ferry, to the Planning & Zoning Commission as an Alternate Member to complete a three-year term ending October 31, 2025 filling a vacancy left by Mr. St. Vil.

Background:

Ms. Baudro has a background and Certificate in Financial Services; Certificate in Human Resources L..E.A.D Academy Leadership Program. (see attached Appointment Application)

Ms. Baudro has been an active member of the Community volunteering at the Ledyard Center Fire Department since 1999, Treasurer Ledyard Regional Visting Nurses Association (LVNA), a member of the JuBEllation Bell Choir at St. Davids Church. She also participates in Community Events such as the United Way Mobile Food Pantry, etc.

Administrative Notes:

The Planning & Zoning Commission currently has two Alternate Member vacancies. (Please see attached roster).

Mr. St. Vil was amoved from an Alternate Member to a Regular member.

Republican Nominating Committee Recommendation:

(type text here)

Minority Representation - CGS 9-167a:

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

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

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

File #: 23-2222 Agenda Date: 11/8/2023 Agenda #: 2.

Connecticut General Statutes

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

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9	6
More than 9 Two-thirds of total n	nembership

- (2) The provisions of this section shall not apply (A) to any such board, commission, committee or body whose members are elected wholly or partially on the basis of a geographical division of the state or political subdivision, (B) to a legislative body of a municipality (i) having a town meeting as its legislative body or (ii) for which the charter or a special act, on January 1, 1987, provided otherwise or (C) to the city council of an unconsolidated city within a town and the town council of such town if the town has a town council and a representative town meeting, the town charter provides for some form of minority representation in the election of members of the representative town meeting, and the city has a city council and a body having the attributes of a town meeting or (D) to the board of directors and other officers of any district, as defined in section 7-324, having annual receipts from all sources not in excess of two hundred fifty Thousand dollars.
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PLANNING & ZONING COMMISSION

	Name		Term Expiration
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D	Vacant (St. Vil Gary)		12/31/2025
Town	Council Appointment	3 Year Term	5 Reg. Members
Eric T 10 Hu Ledya Email	g Citation Officer Treaster Intington Way ard, Connecticut 06339 : bsaofnl-eric@yahoo.com Thone: (203) 536-9896	Blight Enforcement Officer Eric Treaster	3 Alt. Members

Application Form

Profile				
Jackie		Baudro		
First Name	Middle Initial	Last Name		
jbaudro@gmail.com				
Email Address				
135 Whalehead Road				
Home Address			Suite or Apt	
Gales Ferry			СТ	06335
City			State	Postal Code
Mahila: (000) 705 7000				
Mobile: (860) 705-7262 Primary Phone	Alternate Pho	ne		
Which Boards would	you like to apply fo	r?		
Planning & Zaning Comr	mission: Submitted			
Planning & Zoning Comr	mission. Submitted			
Education & Experie	nces			
Please tell us about you	urself and why you w	ant to serve.		
Why are you intereste	nd in serving on a h	oard or commis	sion?	
——————————————————————————————————————	a in serving on a b			
I would like to be an activ	ve participant in helpir	ng our town be the	best it can be.	
Community Involvem	o.m.t			
Community Involvement	ent			
Ledyard Fire Company - Association Board Memb JuBellation Bell Choir - S Food Pantry, Day of Cari	per - served many yea St. David's Church Cor	rs as board memb	er and secretary. (rec	ently disbanded)
Educational Backgrou	und			
High School Graduate - I degree) Ongoing Educat Human Resources L.E.A	ion - Center for Finan	cial Training - Cert	ificate in Financial Ser	vices, Certificate in
	Carnarat	e Officer, Payroll &	2.	
Dime Bank	Benefits	Administrator	.	
Employer	Job Title			
Upload a Resume				

Submit Date: Oct 17, 2023

Party Affiliation Party Affiliation * Republican

Disclaimer & FOIA Information

Your attendance and active participation is important for the Committee to conduct its business. Any member of a Commitee/Commission/Board who is absent from three (3) consecutive regular meetings and any intervening duly called special meetings shall be considered to have resigned from the 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)

Jackie Baudro



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2214 Agenda Date: 11/8/2023 Agenda #: 3.

CONTRACT-LEASE

Motion/Request:

MOTION to authorize the Mayor to sign a Owner Architect Agreement for Roof Projects at the Gales Ferry School, Juliet Long School, and Board of Education Central Offices, and PV with Silver Petrucelli & Associates of Hamden, Connecticut, in the amount of \$78,280.00 in accordance with Chapter III, Section 4 of the Town Charter.

Background- Terms:

In response to the Board of Education Bid# LPS 22-9 (Architectural Design Services for Roof Replacement and Solar Installation at the Gales Ferry School, Juliet W. Long School and Board of Education Central Office,

Board of Education Bid# LPS 22-9

Town Charter Chapter III

SECTION 4. GENERAL POWERS AND DUTIES

The Town Council shall have the powers and duties which, on the effective date of this Charter were conferred by law upon officers, boards, and commissions existing immediately prior to such date, except as otherwise specifically provided in this Charter. The legislative power of the Town shall be vested exclusively in the Town Council, except as otherwise specifically provided in this Charter.

Said Town Council shall have the power to enact, amend, or repeal ordinances, not inconsistent with this Charter or the General Statutes, and to create or abolish, by ordinance not inconsistent with this Charter or the General Statutes, boards, commissions, departments, and offices. *Upon recommendation of the Mayor, the Town Council may authorize the Mayor to contract for services* and use of facilities of the United States or any Federal agency, the State of Connecticut and any political subdivision thereof, or may, by agreement, join with any such political subdivision to provide services and facilities. In such cases as the Town may grant monetary support to any group for assisting them to render an essential Town service, it shall establish in writing the conditions of such grant.

Department Comment/Recommendation:

(type text here)

Finance Director Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

File #: 23-2214 **Agenda Date:** 11/8/2023 **Agenda #:** 3.



Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of October in the year 2023 (In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner: (Name, legal status, address and other information)

Town of Ledyard 741 Colonel Ledyard Highway Ledyard CT 06339

and the Architect:

(Name, legal status, address and other information)

Silver Petrucelli & Associates, Inc. 3190 Whitney Avenue Hamden CT 06518 Phone: 203-230-9007

for the following Project: (Name, location and detailed description)

Roof and PV Installation for Gales Ferry and Juliet W. Long and Roof only for the Board of Education Office Ledyard CT 06639

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

User Notes:

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 **ARCHITECT'S RESPONSIBILITIES**
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 **OWNER'S RESPONSIBILITIES**
- 6 **COST OF THE WORK**
- 7 **COPYRIGHTS AND LICENSES**
- 8 **CLAIMS AND DISPUTES**
- 9 **TERMINATION OR SUSPENSION**
- 10 **MISCELLANEOUS PROVISIONS**
- 11 **COMPENSATION**
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 **INITIAL INFORMATION**

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1. (For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Exhibit A Owner's RFP Bid #22-9, Exhibit B Owner's Addendum #1 and Exhibit C Owner's Addendum #2

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Exhibit A Owner's RFP Bid #22-9

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1. (Provide total and, if known, a line item breakdown.)

TBD

- § 1.1.4 The Owner's anticipated design and construction milestone dates:
 - .1 Design phase milestone dates, if any:

See Exhibit F Owner's Schedule

Init.

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.2 Construction commencement date:

See Exhibit F Owner's Schedule

.3 Substantial Completion date or dates:

See Exhibit F Owner's Schedule

.4 Other milestone dates:

See Exhibit F Owner's Schedule

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project: (Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid with no fast tracking or multiple bid packages.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: (Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 Intentionally Omitted

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3: (List name, address, and other contact information.)

Wayne Donaldson, Director of Facilities Ledyard Board of Education 4 Blonders Blvd Ledyard CT 06339

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address, and other contact information.)

TBD

User Notes:

§ 1.1.9 The Owner shall retain the following consultants and contractors: (List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

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(1112109674)

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

None

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3: (List name, address, and other contact information.)

David J. Stein, AIA, Vice President Silver Petrucelli & Associates, Inc. 3190 Whitney Avenue Hamden CT 06518 Phone: 203-230-9007

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2: (List name, legal status, address, and other contact information.)

- § 1.1.11.1 Consultants retained under Basic Services:
 - Structural Engineer:

e2 Engineers 488 Montauk Avenue New London CT 01742 Phone: 860-437-3259

.2 Mechanical Engineer:

> Silver Petrucelli & Associates, Inc. 3190 Whitney Avenue Hamden CT 06518 Phone: 203-230-9007

.3 Electrical Engineer:

> Silver Petrucelli & Associates, Inc. 3190 Whitney Avenue Hamden CT 06518 Phone: 203-230-9007

- § 1.1.11.2 Consultants retained under Supplemental Services:
- § 1.1.12 Other Initial Information on which the Agreement is based:

None

Init.

- § 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.
- § 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203TM—2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.
- § 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203TM_2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202TM_2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

- § 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.
- § 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- § 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
- § 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.
- § 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.
- § 2.5.1 Commercial General Liability per the Owner's RFP.
- § 2.5.2 Automobile Liability per the Owner's RFP.
- § 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
- § 2.5.4 Workers' Compensation at statutory limits.
- § 2.5.5 Employers' Liability per the Owner's RFP.
- § 2.5.6 Professional Liability per the Owner's RFP.

- § 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.
- § 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

- § 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.
- § 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.
- § 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.
- § 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.
- § 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.
- § 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.
- § 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

- § 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.
- § 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.
- § 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

- § 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.
- § 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.
- § 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.
- § 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.
- § 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.
- § 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.
- § 3.3 Intentionally Omitted

(Paragraphs deleted)

§ 3.4 Construction Documents Phase Services

- § 3.4.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Schematic Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.
- § 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.
- § 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.
- § 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
- § 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining bid proposals; (2) confirming

responsiveness of bids; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

- § 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.
- § 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:
 - 1 facilitating the distribution of Bidding Documents to prospective bidders;
 - .2 organizing and conducting a pre-bid conference for prospective bidders;
 - .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
 - •4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.
- § 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Intentionally Omitted

(Paragraphs deleted)

- § 3.6 Construction Phase Services
- § 3.6.1 General
- § 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM_2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.
- § 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.
- § 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

- § 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.
- § 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to

exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

- § 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.
- § 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.
- § 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

- § 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.
- § 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.
- § 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

- § 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.
- § 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- § 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the

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Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

- § 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.
- § 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

- § 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.
- § 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

- § 3.6.6.1 The Architect shall:
 - conduct inspections to determine the date or dates of Substantial Completion and the date of final .1 completion:
 - .2 issue Certificates of Substantial Completion;
 - .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
 - issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.
- § 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.
- § 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.
- § 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.
- § 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

SUPPLEMENTAL AND ADDITIONAL SERVICES ARTICLE 4

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services, unless noted by an A but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below

as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility
§ 4.1.1.1 Programming	(Architect, Owner, or not provided) A
	Α
	A
§ 4.1.1.3 Measured drawings	A
§ 4.1.1.4 Existing facilities surveys	A
§ 4.1.1.5 Site evaluation and planning § 4.1.1.6 Building Information Model management	NP
responsibilities	141
§ 4.1.1.7 Development of Building Information Models for	NP
post construction use	
§ 4.1.1.8 Civil engineering	NP
§ 4.1.1.9 Landscape design	NP
§ 4.1.1.10 Architectural interior design	NP
§ 4.1.1.11 Value analysis	A
§ 4.1.1.12 Detailed cost estimating beyond that	NP
required in Section 6.3	
§ 4.1.1.13 On-site project representation	A = regular C.A. Services
§ 4.1.1.14 Conformed documents for construction	A
§ 4.1.1.15 As-designed record drawings	A
§ 4.1.1.16 As-constructed record drawings	A will review GC's As-Builts
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	A
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Other services provided by specialty Consultants	NP
	NP
§ 4.1.1.30 Other Supplemental Services	

§ 4.1.2 Intentionally Omitted

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(Paragraphs deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

- § 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:
 - Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
 - .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
 - .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
 - Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
 - .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
 - .6 Preparation of design and documentation for no more than five (5) alternate bids or proposal requests proposed by the Owner;
 - .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
 - Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
 - .9 Evaluation of the qualifications of entities providing bids or proposals;
 - .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
 - .11 Assistance to the Initial Decision Maker, if other than the Architect.
- § 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.
 - Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect:
 - .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
 - .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
 - Evaluating an extensive number of Claims as the Initial Decision Maker; or,
 - Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.
- § 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
 - Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the .1 Contractor
 - Nine (9) visits to the site by the Architect during construction

- Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- One (1) inspections for any portion of the Work to determine final completion.
- § 4.2.3.1 The architect will provide support during the project audit phase
- § 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.
- § 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

OWNER'S RESPONSIBILITIES ARTICLE 5

- § 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.
- § 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.
- § 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- § 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.
- § 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 Intentionally Omitted

- § 5.7 Intentionally Omitted
- § 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of

the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

- § 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
- § 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.
- § 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.
- § 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.
- § 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.
- § 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.
- § 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

- § 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.
- § 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.
- § 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.
- § 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

- § 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.
- § 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall
 - give written approval of an increase in the budget for the Cost of the Work;
 - authorize rebidding or renegotiating of the Project within a reasonable time; .2
 - .3 terminate in accordance with Section 9.5;
 - in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
 - implement any other mutually acceptable alternative. .5
- § 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3.

COPYRIGHTS AND LICENSES

- § 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.
- § 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.
- § 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.
- § 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.
- § 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

- § 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.
- § 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- § 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

- § 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.
- § 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
- § 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- § 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following: (Check the appropriate box.)

[X]	Arbitration pursuant to Section 8.3 of this Agreement
[]	Litigation in a court of competent jurisdiction
[]	Other: (Specify)

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

- § 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.
- § 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.
- § 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.
- § 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

- **§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).
- § 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.
- § 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
- § 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

- § 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.
- § 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

- § 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.
- § 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.
- § 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.
- § 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

- § 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
- § 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

- § 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.
- § 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.
- § 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.
- § 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.
- § 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

- § 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.
- § 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.
- § 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.
- § 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.
- § 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 **COMPENSATION**

- § 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
 - .1 Stipulated Sum (Insert amount)

(Paragraphs deleted)

Exhibit D Architect's Proposal Fee dated July 24, 2023

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

In accordance with Exhibit E Architect's Standard Hourly Rates

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)

On an hourly cost basis in accordance with Exhibit E Architect's Standard Hourly Rates attached to this Agreement

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:

Init.

User Notes:

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(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5

(Paragraphs deleted)
Intentionally Omitted

§ 11.6 Intentionally Omitted

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. (If applicable, attach an exhibit of hourly billing rates or insert them below.)

In accordance with Exhibit E Architect's Standard Hourly Rates attached to this Agreement.

Employee or Category

Rate (\$0.00)

§ 11.8 Compensation for Reimbursable Expenses

- § 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
 - .1 Transportation and authorized out-of-state travel and subsistence;
 - .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
 - .3 Permitting and other fees required by authorities having jurisdiction over the Project;
 - .4 Printing, reproductions, plots, and standard form documents;
 - .5 Express Postage, handling, and delivery;
 - .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
 - .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
 - .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
 - .9 All taxes levied on professional services and on reimbursable expenses;
 - .10 Site office expenses;
 - Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
 - .12 Other similar Project-related expenditures.
- § 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.
- § 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

- § 11.10 Payments to the Architect
- § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally Omitted

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: (Include other terms and conditions applicable to this Agreement.)

None

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101TM–2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit A Owner's RFP

Exhibit B Owner's Addendum #1

Exhibit C Owner's Addendum #2

Exhibit D Architect's Fee Proposal

Exhibit E Architect's Standard Hourly Rates

Exhibit F Owner's Schedule

Exhibit G Architect's Timeline

Exhibit H Architect's Schedule of Values

User Notes:

OWNER (Signature)	ARCHITECT (Signature)
	David J. Stein, AIA Vice President
(Printed name and title)	(Printed name, title, and license number, if required)

This Agreement entered into as of the day and year first written above.

Exhibit A (24 pages)

TOWN OF LEDYARD REQUEST FOR PROPOSAL

For

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY, JULIET W. LONG, AND THE BOARD OF EDUCATION OFFICE

BID # 22-9



A Town for all Seasons

INFORMATION

REQUEST FOR PROPOSAL

DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION OF GALES FERRY

1858 CT-12, Gales Ferry, CT 06335

JULIET W. LONG SCHOOL

1854 CT-12 Gales Ferry, CT 06335

AND BOARD OF

EDUCATION OFFICE

4 Blonders Bvld, Ledyard, CT 06339

PROJECT MANAGER

PERMANENT MUNICIPAL BUILDING COMMITTEE LEDYARD PUBLIC SCHOOLS FACILITIES DIRECTOR WAYNE DONALDSON

ALL QUESTIONS TO

FACILITIES DIRECTOR
WAYNE DONALDSON
WDONALDSON@LEDYARD.NET
860-464-9255 x1401

All questions must be submitted in writing and e-mailed to Wayne Donaldson at wdonaldson@ledyard.net prior to the established timeline for questions per these bidding documents.

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY/JULIET W. LONG AND BOARD OF EDUCATION BUILDING

I. INTRODUCTION

The Town of Ledyard is seeking professional services for the preparation of plans, specifications, cost estimates, and construction administration for the replacement of Roof at Gales Ferry, Juliet W. Long and the Board of Education building, 1858 CT-12, Gales Ferry, CT 06335 and 4 Blonders Bvld, Ledyard, CT 06339. The project will be publicly bid upon completion of design.

A pre-proposal meeting has been scheduled for October 17, 2022 at 11:00 AM at Gales Ferry School, 1858 CT-12, Gales Ferry, CT 06335. Architects are strongly encouraged to attend at this is the prime opportunity to ask questions of the project team and see the building condition.

II. PROJECT DESCRIPTION

Basic scope of services shall include all phases of design, site field investigation of existing facility Bid, final documents including construction documents and specifications, contractor bidding stage interviews. Once project awarded, include shop drawings and construction administration for replacement of existing roofs, approx. 47,929 Sq. Ft. for Gales Ferry, 36,421 Sq. Ft. for Juliet W. Long, and 9,265 Sq. Ft. for the Board of Education building.

The roof replacement project will be submitted to the State of CT for SCG, State Grant Process. Design professional shall include in their Fee Proposal the time to assist in this process, and provide documents required to the state for this process.

The design professional will be expected to perform a walkthrough of the facility and inspect roof to verify existing conditions. Town can provide existing drawings if available for review.

Scope of Design / Construction Work

- 1. Demolition and removal of existing ballasted roof in its entirety in areas cited on site walk thru
- 2. Removal of any mechanical fans and associated wiring on roof
- 3. Removal of existing roof drains, sump receivers, and storm pipe outlets
- 4. Removal of metal roof parapet
- 5. Installation of new PVC roof system with insulation, and mechanically fastened cover board
- 6. Installation of new metal parapet perimeter assembly
- 7. Replacement of existing roof mechanical ventilation, exhaust fans, and insulated roof curbs. Rewiring of new fans
- 8. New roof drain storm piping assemblies, sump receivers, and storm outlet piping, including roof drain bowl insulation
- 10. Miscellaneous painting of building roof structures
- 11. Design to Conformance of all State and local codes

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY/JULIET W. LONG AND BOARD OF EDUCATION BUILDING

12. Architectural Firm shall coordinate with Environmental Abatement Design Firm and Documents to package one Bidding Set of final documents.

Scope of Design Work Exclusions

- 1. Abatement related testing of all existing roof and building materials associated with renovation work.
- 2. Abatement related design documents and specifications to be combined with Architectural Documents and issued for Bidding.

III. QUALIFICATION OF DESIGN PROFESSIONAL

The Architectural Firm shall be qualified in this type of design, commercial roof replacements, and demonstrate knowledge and experience working on state or municipalities projects. Must be familiar in all applicable codes and standards, and projects of a similar size, nature and scope of work. Must have prior experience with school grants.

IV. TIME SCHEDULE

The walk-through will take place on October 17, 2022 at 11am at Gale's Ferry School - 1858 CT-12, Gales Ferry, CT 06335.

Questions are due by 3pm on October 21, 2022 at 11am to wdonaldson@ledyard.net. Bid submissions are due by 11am on October 29, 2022 at 4 Blonders Byld, Ledyard, CT 06339.

It is the Owner's intent to post completed project construction documents to bid; Early Spring 2023, with construction contract award being made by end of April 2023 and roof replacement to be during Summer 2023 upon awarding to approved Qualified Bidding Contractor.

V. FORM OF CONTRACT

The Town of Ledyard uses amended versions of AIA Document B201 Standard Form of Architect's Services: Design and Construction Contract Administration - 2007. A sample of the amended agreement is attached along with insurance requirements.

VI. PROFESSIONAL FEES

It is the Town of Ledyard's intent that a lump sum fee based on the hourly rate defined is submitted. Lump sum fees are for all design, construction, grant administration, and construction oversight. If needed, pleaseprovide a list of hourly rates for titles for additional services as requested. The Town of Ledyard reserves the right to negotiate lump sum fees for this specific project utilizing the hourly rates.

RFP RESPONSES

A. Submission Requirements

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the Proposals be organized in the following manner:

1. Title Page: Please indicate the RFP subject, the name of your organization,

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY, JULIET W. LONG AND BOARD OF EDUCATION BUILDING

address, telephone number, name of contact person and date.

- 2. Table of Contents: Clearly identify the material by section and page number.
- 3. Letter of Transmittal: Limited to two pages. Identify the designate contact person for all communication regarding this RFP process and include phone and email contact information. Letter shall also include a statement by the respondent accepting all terms, conditions, and requirements contained in this RFP.
- 4. Response to Request for Proposal: Please provide an overview of your approach to this project. Describe how you would satisfy the requirements of the scope of services section. Provide a description of the company's total resources and identify the personnel that would be assigned to the project with a description of their background and experience. The proposal shall specifically list the tasks it will accomplish and a list of items the consultant's proposal shall not include.
- 5. Provide complete contact information on at least five (5) references for engagements of a similar nature including a summary of the services provided and the dates the services were provided. By similar in nature, the Town means Commercial PVC Roof type replacements. Identify any projects in which public funds, grants, and/or special funds have been utilized.
- 6. Cost proposal shall be inclusive of all costs associated with the complete design of the project, including Contract Administration
- 7. For this bid, we require six (6) hard copy submissions. All participants must submit. The Town maintains the right to reject any bid that does not meet this criteria. The submission deadline is 11AM on October 28th, 2022.

Wayne Donaldson
Director of Facilities
Ledyard Board of Education
4 Blonders Bvld,
Ledyard, CT 06339
wdonaldson@ledyard.net
860-464-9255 x1401

All RFP packages should be clearly marked and sealed with the Proposer's name and the words "RFP for ARCHITECTURAL DESIGN SERVICES FOR REPLACEMENT ROOF AND SOLAR INSTALLATION @ GALES FERRY, JULIET W. LONG AND THE BOARD OF EDUCATION Bid #22-9".

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY, JULIET W. LONG, AND BOARD OF EDUCATION BUILDING

B. RFP Cost

Proposers are responsible for all costs incurred in the development and submission of their information packages. The Town of Ledyard assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of information by a Proposer.

C. Prime Respondent Responsibility & Third Party Relationships

The Proposer should clarify its relationships with parties supplying portions of the RFP solution and specify the portions that each party is providing.

D. Instructions to Proposers

- 1. At the date of opening, it will be presumed that each Proposer has made a thorough examination of all information relative to the services to be performed under this contract; is satisfied as to the actual conditions and requirements of the services; and has read and become familiar with the RFP documents.
- 2. The Town of Ledyard reserves the right to reject proposal for any reason the Town deems advisable and to award a contract to any of the Proposers of service at the sole discretion of the Town. Any item required in this request for Proposal that is not included in a respondent's Proposal shall be specifically noted. If there are no specifically noted exclusions in a Proposal it will be assumed that the Proposer accepts and understands all of the requirements of this RFP.
- 3. Questions/Inquiries: Any questions or clarifications about this RFP should be emailed to Wayne Donaldson, Director of Facilities, Ledyard Board of Education, 4 Blonders Bvld, Ledyard, Connecticut 06339 at wdonaldson@ledyard.net
- 4. All RFP responses will be considered confidential information and will not be available for public viewing until a contract award is made.
- 5. Any proposals must be valid for a period of 120 days from the due date.
- 6. Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible indicating their intention to participate in the RFP process to ensure timely receipt of potential corrections, cancellation and addenda. Acknowledgements shall be emailed to Wayne Donaldson, Director of Facilities, Ledyard Board of Education, at wdonaldson@ledyard.net
- 7. Proposers shall provide insurance coverage per the attached Indemnification and Insurance Exhibit.

E. Taxes

The Town of Ledyard is a qualified tax-exempt institution and as such is not liable for any federal, state, or local excise, sales, use, property or other taxes that

ARCHITECTURAL DESIGN SERVICES For ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY, JULIET W. LONG, AND BOARD OF EDUCATION BUILDING

Proposer may incur as a result of this agreement. The successful Proposer will be obligated to pay property taxes to the Town of Ledyard with respect to any of the Proposer's taxable personal property, motor vehicles or real estate within Ledyard which may be used in conjunction with the performance of this agreement.

F. Indemnification

Proposers accept and agree to the attached Indemnification and Insurance Exhibit.

G. Compliance with Laws

Proposer shall operate and maintain all properties and perform all of the services required in the RFP in full compliance with all appropriate federal, state and local laws and regulations.

H. Non-Discrimination

The Proposer in performing under this agreement shall not discriminate against any workers, employee or applicant or any member of the public because of race, creed, color, religion, age, sex, marital status, national origin, mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer will take affirmative action to insure that-applicants-are-employed-and-that-employees-are-treated-duringemployment without regard to their race, creed, color, religion, age, sex, marital status, national origin mental retardation or physical disability, including but not limited to blindness, unless it is shown by Proposer that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Proposer agrees that this non-discrimination clause will be incorporated in all contracts entered into by it with suppliers of services or materials, contractors and sub-contractors and all labor organizations furnishing skilled, unskilled and craft unions skilled labor or whom may perform any such labor or services in connection with this agreement.

I. Contract for Services

The Town and Proposer expressly agree that this is an agreement for the provision of the specific services herein described; that Proposer is to perform those services for the term set forth herein and pursuant to the provisions of this agreement; that the Proposer(s) are independent contractors, not employees of the Town of Ledyard, for these purposes and as such neither they nor their employees are entitled to any Town employment benefits, including without limitation, life and health insurance, vacation and sick leave, pension rights or workers compensation.

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY, JULIET W. LONG, AND BOARD OF EDUCATION BUILDING

J. Insurance

Respondents shall provide insurance coverage per the attached Insurance Exhibit.

K. Public Information & Ownership of Documents

All proposals submitted and information included therein or attached thereto shall become public records upon their delivery to the Town of Ledyard. All documents created by the Proposer during the completion of their contract requirements shall become the property of the Town of Ledyard, including any databases and information systems that are created.

L. Examination of Documents

Proposers shall thoroughly examine and be familiar with these Proposal documents. The failure or omission of any Proposer to examine these documents shall in no way relieve any Proposer of obligations with respect to this Request for Proposal. The submission of a Proposal shall be taken as prima facie evidence of compliance with this paragraph. The response and the Request for Proposal shall become part of any agreement by reference.

M. Selection Process and Evaluation Criteria

The responses to this RFP will be evaluated using the following criteria:

- Experience with providing Architectural Design, Engineering and Construction Administration Services on municipal roof replacement projects as described.
- 2. Previous company project history & references.
- 3. Responsiveness and approach to RFP requirements.
- 4. Fee Proposal Cost

The Proposal will be evaluated by the Town of Ledyard PMBC who will select finalists. The finalists shall be interviewed to determine, all factors considered, the most qualified and capable firm to provide services to the Town of Ledyard to recommend to the Town's mayor.

The Town of Ledyard reserves the right to waive any minor discrepancies, reject or accept any bid based on the best interest of the Town.

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY, JULIET W. LONG, AND BOARD OF EDUCATION BUILDING

Indemnification and Insurance Exhibit Contractor w/Professional Services

I. INDEMNIFICATION

- A. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Ledyard, Ledyard Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all liabilities resulting from suits, claims, losses, damages, costs (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments of any name or nature for bodily injury, sickness, disease, or death; and/or damage to or destruction of real and/or personal property; and/or financial losses (including, without limitation, those caused by loss of use) sustained by any person or concern, including officers, employees, agents, contractors of any tier, or volunteers of the Town of Ledyard and Ledyard Board of Education, or the Contractor, or by the public, caused in whole or in part by any and all negligent or intentional acts, errors or omissions of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them arising from or related to the performance of this Contract.
- B. To the fullest extent permitted by law, the Contractor shall release, defend, indemnify, and hold harmless the Town of Ledyard, Ledyard Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives and volunteers from any and all suits, claims, damages, costs, (including without limitation reasonable attorneys' fees), compensation, penalties, fines, liabilities or judgments that may arise out of the failure of the Contractor, its officers, agents, contractors of any tier, or anyone directly or indirectly employed by them to comply with any laws, statutes, ordinances, building codes, and rules and regulations of the United States of America, the State of Connecticut, the Town of Ledyard, or their respective agencies.
- C. This duty to indemnity shall not be constrained or affected by the Contractor's insurance coverage or limits, or any other portion of the Contract relating to insurance requirements. It's agreed that the Contractor's responsibilities and obligations to indemnify shall survive the completion, expiration, suspension or termination of the Contract.

II. INSURANCE

A. Insurance Requirements

1. The Contractor shall obtain and maintain at its own cost and expense all the insurance described below continuously for the duration of the Contract, including any and all extensions, except as defined otherwise in this Exhibit.

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTILLATION at GALES FERRY, JULIET W. LONG, AND BOARD OF EDUCATION BUILDING

- 2. Contractor's policies shall be written by insurance companies authorized to do business in the State of Connecticut, with a Best's rating of no less than A:VII, or otherwise approved by the Town of Ledyard.
- 3. All policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed to include the Town of Ledyard, Ledyard Board of Education, and their respective boards, commissions, officers, officials, employees, agents, representatives, and volunteers as an Additional Insured. The coverage shall include, but not be limited to, investigation, defense, settlement, judgment or payment of any legal liability. Blanket Additional Insured Endorsements are acceptable. Any Insured vs. Insured language shall be amended to eliminate any conflicts or coverage restrictions between the respective Insureds.
- 4. When the Town of Ledyard or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required under this Exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation properly attributable thereto.

B. Required Insurance Coverages:

- 1. Commercial General Liability: \$1,000,000 each occurrence / \$2,000,000 aggregate for premises/operations, products/ completed operations, contractual liability, independent contractors, personal injury and broad form property damage. Contractor shall continue to provide products/ completed operations coverage for two (2) years after completion of the work to be performed under this Contract.
- Automobile Liability and Physical Damage Coverage: \$1,000,000 each accident for any auto, including uninsured/underinsured motorist coverage and medical payments. Policy shall include collision and comprehensive physical damage coverage. (If a vehicle is not used in the execution of the contract then automobile coverage is not required).
- 3. Professional Liability (claims-made): \$1,000,000 each claim / \$2,000,000 aggregate. Retroactive date under the policy shall precede the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims for three (3) years after completion of the work to be performed under this Contract.
- 4. Valuable Papers and Records Coverage. \$50,000 limit to reestablish, recreate or restore any and all records, papers, maps, statistics, survey notes and other data, if made unavailable by fire, theft, flood, or any other cause, regardless of the physical location of these insured items.
- Umbrella Liability: \$2,000,000 each occurrence / \$4,000,000 aggregate, following form
- 6. Workers' Compensation and Employer's Liability: Statutory coverage in compliance with the Workers' Compensation laws of the State of Connecticut. Policy shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. (Waiver of Workers' Compensation Benefits can be made on sole proprietor or LLC's by

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY, JULIET W. LONG, AND BOARD OF EDUCATION BUILDING

submission of a form 6B with the CT Workers' Compensation Commission and copy to Risk Management)

The Contractor represents that they are currently in compliance with all requirements of the State of Connecticut Workers' Compensation Act and that it shall remain in compliance for the duration of the Contract. The Contractor agrees that Workers' Compensation is their sole remedy and shall indemnify and hold harmless the Town from all suits, claims, and actions arising from personal injuries to the Contractor, however caused. This indemnity shall not be affected by a lapse of Workers' Compensation coverage and/or if the Contractor failed, neglected, refused or is unable to obtain Workers' Compensation insurance.

7. **Personal Property:** All personal property of the Contractor are the sole risk of the Contractor. The Contractor agrees to indemnify, defend and hold harmless the Town from any and all losses or damages, however caused, to any and all personal property belonging to the Contractor.

C. Additional Terms

1. Minimum Scope and Limits: The Contractor's insurance shall meet the scope and limits of insurance specified in this Exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. The limits of insurance stated herein for each type of insurance are minimum limits only. If the Contractor's policy provides greater limits, then the Town of Ledyard shall be entitled to the full limits of such policy and this Exhibit shall be deemed to require such full limits.

Acceptance by the Town of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor arising out of or in connection with this Contract. The Contractor is responsible for any losses, claims and costs of any kind which exceed the Contractor's limits of liability, or which may be outside the coverage scope of the policies, or a result of non-compliance with any laws including, but not limited to, environmental laws. The requirements herein are not intended, and shall not be construed to limit or eliminate the liability of the Contractor that arises from the Contract.

- Certificates of Insurance: The Contractor shall provide certificates of insurance, policy endorsements, declaration page(s) or provisions acceptable to the Town confirming compliance with this Exhibit and thereafter upon renewal or replacement of each required policy of insurance. Upon request, the Contractor agrees to furnish complete copies of the required policies.
- 3. <u>Subcontractors</u>: Contractor shall cause all contractors of any tier, acting on its behalf, to comply with this Exhibit. The Contractor shall either include its contractors as an Insured under its insurance policies or furnish separate certificates of insurance and endorsements for each subcontractor.
- 4. <u>Premiums, Deductibles and Other Liabilities</u>: Any and all related costs, including but not limited to, deductibles, retentions, losses, claim expenses, premiums, taxes, and audit charges earned are the sole responsibility of the Contractor.

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERY/JULIET W. LONG AND BOARD OF EDUCATION

- 5. Occurrence Form, Primary and Non-Contributory: All required insurance coverage shall be written on an occurrence basis, except as defined otherwise in this Exhibit. All policies (including primary, excess and/or umbrella) shall be primary and non-contributory with respect to any other insurance or self-insurance maintained by or available to the Town of Ledyard.
- 6. <u>Claims-made Form</u>: Insurance coverage written on a claims-made basis shall have a retroactive date that precedes the effective date of this Contract. The Contractor shall maintain continuous coverage or obtain an extended reporting period in which to report claims following end of the Contract, for a minimum of two (2) years, except as defined otherwise in this Exhibit.
- Waiver of Rights of Recovery: Both the Contractor and Contractor's insurers shall
 waive their rights of recovery or subrogation against the Town of Ledyard.
- 8. Claim Reporting: Any failure of the Contractor to comply with the claim reporting provisions of the required insurance policies shall not relieve the Contractor of any liability or indemnification in favor of the Town of Ledyard for losses which otherwise would have been covered by said policies.
- 9. <u>Cancellation Notice:</u> Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice has been given to the Town, ten (10) days for non-payment of premium, or immediately upon notice of any change in coverage.
- 10. <u>Compliance</u>: Failure to comply with any of the indemnification or insurance requirements may be held a willful violation and basis for immediate termination of the Contract

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY/JULIET W. LONG AND BOARD OF EDUCATION BUILDING

Bid # 22-9

Addendum # 1

Correction page 5 section 7

Current reading

7. For this bid, we require six (6) hard copy submissions. All participants must submit. The Town maintains the right to reject any bid that does not meet this criteria. The submission deadline is 11AM on October 28th, 2022.

Should read

7. For this bid, we require six (6) hard copy submissions. All participants must submit. The Town maintains the right to reject any bid that does not meet this criteria. The submission deadline is 11AM on October 29th, 2022.

Please acknowledge receipt of the addendum in your bid package.

October 21,2022

ARCHITECTURAL DESIGN SERVICES FOR ROOF REPLACEMENT AND SOLAR INSTALLATION at GALES FERRY/JULIET W. LONG AND BOARD OF EDUCATION BUILDING
Bid 22-9 Addendum 2

Bid 22-9

Addendum #2

The current bid documents show a submission date on page 4 of October 29,2022. The correct date is October 28th 2022 at 11AM

Existing document

IV. TIME SCHEDULE

The walk-through will take place on October 17, 2022 at 11am at Gale's Ferry School - 1858 CT-12, Gales Ferry, CT 06335.

Questions are due by 3pm on October 21, 2022 at 11am to wdonaldson@ledyard.net. Bid submissions are due by 11am on October 29, 2022 at 4 Blonders Bvld, Ledyard, CT 06339.

Correction

IV. TIME SCHEDULE

The walk-through will take place on October 17, 2022 at 11am at Gale's Ferry School - 1858 CT-12, Gales Ferry, CT 06335.

Questions are due by 3pm on October 21, 2022 at 11am to wdonaldson@ledyard.net. Bid submissions are due by 11am on October 28, 2022 at 4 Blonders Bvld, Ledyard, CT 06339.

Addendum #1 is null and void.

July 24, 2023



FEE PROPOSAL & FEE QUALIFICATIONS

SP+A proposes the following revised fees for this project.

	Gales	Ferry	<u>Juliet</u>	Long	<u>BOE</u>
Phase Schematic Design (metal vs shingle)	Roof \$ 4,400 \$ 6.560	PV* 13,360	Roof \$ 3,940 \$ 5,550	PV* \$13,360	Roof Only \$ 2,260 \$ 4.870
Construction Documents Bid Phase Assistance (all 3 concurrent) Construction Admin. & Closeout	\$ 2,380 \$ 6,300		\$ 2,380 \$ 6,300		\$ 1,640 \$ 4,980
	\$10 640	13 360	\$18 170	\$13,360	\$13.750

^{*} PV is designed in-house and not by vested interest vendors. PV also includes structural engineering for existing roofs capacity analysis.

All other terms/conditions/exclusions remain as previously submitted in October, 2022, but we've restated here for your convenience.

Add Alternate Fees: (may not be required)
Jetting of underground storm drainage at Juliet Long: \$2,700 per day

Customary reimbursable expenses generally included in our fees almost always include in-state travel, CAD services, photography, structural, and PV design. Our services also include state/local approvals including SCGR assistance and PCR submission and administration as well as SCG closeout services such as ineligible cost worksheet finalization and audit. The SCG has now permitted roof and PV PCRs to happen in the same session and we will reflect such an economization of effort in the PV fees should the Town decide to pursue the grant and construction of PV on these two roofs. We have also included:

- 1. Coordinating our PV efforts with Eversource
- Conducting the PCR's and bid phase services for all three projects concurrently, to economize town \$.
- 3. Printing of schematic reports (PDFs usually preferred over large format printing SCG no longer wants prints).
- 4. The GC as-builts will be reviewed before transmitting them to the Town with other closeout document.
- 5. Future PV load structural engineering analyses as well as PV schematic design options

We have allowed for 6 weeks of once-weekly roof observations and reports for both Gales Ferry and Juliet Long (each consecutively = 6+6) and 3 weeks separately for the BOE roof and reports in our Construction Administration fee line item above.

After an agreement is executed, and perhaps during design or construction administration phases, additional services may be requested by the client. Any additional services that may be required will be charged on an hourly, cost plus fee basis in accordance with the attached hourly rates, or (we prefer) if the scope is well defined, a mutually agreeable fixed fee can be negotiated. The following sample reimbursable expenses are usually not included in our fee proposals:

- 1. Travel beyond the State of Connecticut in connection with the project
- 2. Special Testing Services that may be required by the Local Building Official
- 3. Structural Engineering Services to reinforce the roof structure (impossible to predict now)
- 4. Relocation of mechanical or electrical systems for the PV systems (we will replace existing)
- 5. Hazardous Material testing, design, monitoring or construction administration services (excluded per the RFP)
- 6. Extensive interior renovations or alterations.
- 7. Meeting with the BC and the PCR plan review officials will be virtual as they currently are.

Town of Ledyard Public Schools July 24, 2023 Page Two

Hourly Rates

Personnel	Hourly Rate
Principal/Project Manager	\$206
Principal/Project Architect	\$191
Architect	\$153
Architectural Designer	\$128
Architectural Draftsperson	\$103
Principal M/E Engineer	\$206
Sr. Project Engineer/Manager	\$179
Project Engineer	\$137
Engineering Designer	\$123
Interior Designer	\$118
Construction Administrator/Building Official	\$133
Specification Writer	\$128
Administration	\$89





To Architectural Bidders:

STV Construction Inc, on behalf of The Town of Ledyard has determined a schedule for the Roof Replacement and Solar Installation at Gales Ferry, Juliet W. Long Schools as well as the Board of Education office roof replacement, BID # 22-9. All tasks from the RFP Bid #22-9 are still applicable. Please review the Milestone schedule and return the attached document confirming your continued interest and that your fee is still valid.

- 7-24-23 Notice of updated schedule
- 7-27-23 Return confirmation of Interest
- 7-31-23 Building committee selection of Architect (contract to follow)
- 8-7-23 Design Kickoff (all three facilities)
- 9-18-23 Design Review #1 Schematic Design
- 10-23-23 Design Review #2 Design Development complete, OSCGR Review to be scheduled at DD complete
- 11-13-23 OSCGR to issue approval to proceed
- 10-30-23 Identification of long-term lead items. (Specifications)
- 1-1-2024 Design Review #3 Construction Documents to be completed (OSCGR to issue an authorization to bid letter)
- 1-8-2024 Start Bidder notifications
- 2-5-2024 Bid Returns
- 2-12-2024 Interview Bidders/Scope Review
- 2-19-2024 Contract constructor.
- 2-5-2024 Permit application
- 6-15-2024 Load Site Prep for Construction
- 6-24-2024 Construction Start
- 8-23-2024 Substantial Completion
- 8-30-2024 COO
- 9-15-2024 Prepare and coordinate close our with OSCGR.

By acknowledgement of this notice, the signatory representative confirms that their proposal is still valid and the firm and its subconsultants accept the milestone schedule as the intent for the accomplishment of their requirements. If a bidding firm rejects the schedule and no longer is interested in this project please notify in writing to Mark.Dupre@stvinc.com

No questions can be accepted at this time.

Respectfully,

Mark M. DuPre', Assoc AIA, MCCPO

Vice President and Project Executive

See fee revision attached.

Firm: Silver, Petrucelli & Associates, Inc.

Signatory:

Name & Title: Dean A. Petrucelli, Principal

Date: 7/24/2023

EXHIBIT G (1 page)

Ledyard Gales Ferry, Juliet Long Schools and School Board Project Timeline

Task	Finish Date
Design Kickoff Meeting	8/21/2023
Contract Signed	10/27/2023
Schematic Design Completed	11/24/2023
Schematic Design Review	12/1/2023
SD Budget Estimate	12/11/2023
Long Lead Item Procurement Meeting	12/18/2023
Construction Documents Completed	1/29/2024
Construction Document Review	2/5/2024
OSCGR Review and Authorize Bid Letter	2/7/2024
Contractor RFP Posted	2/9/2024
Bids Returned	2/23/2023
Interview Bidders/Scope Review	3/5/2023
Contract Selected/Onboard	3/12/2023
Contractor Apply for Permit	3/15/2023
Procurement Phase	4/14/2024
Load Site Prep for Construction Gales Ferry/Juliet Long/BOE	6/15/2024
Construction Start	6/24/2024
Substantial Completion	8/16/2024
Certificate of Occupancy	8/23/2024
Close-Out with OSCGR	8/30/2024

Silver Petrucelli + Associates 3190 Whitney Avenue | Hamden, CT 06518 311 State Street | New London, CT 06320 203 230 9007 silverpetrucelli.com



Silver/Petrucelli + Associates, Inc.

Schedule of Values

	Gales Ferry		
11	Roof Design		PV
Schematic Design Phase	\$	4,400.00	\$ 13,360.00
Construction Documents	\$	6,560.00	
Bid Assitance	\$	2,380.00	
Construction Admin	\$	6,300.00	

\$ 19,640.00 \$ 13,360.00 \$ 33,000.00

	Juliet Long		
	Roof Design		PV
Schematic Design Phase	\$	3,940.00	\$ 13,360.00
Construction Documents	\$	5,550.00	
Bid Assitance	\$	2,380.00	
Construction Admin	\$	6,300.00	

18,170.00 \$ 13,360.00 \$ 31,530.00 \$

	BOE		
	Roof I	Design	
Schematic Design Phase	\$	2,260.00	
Construction Documents	\$	4,870.00	
Bid Assitance	\$	1,640.00	
Construction Admin	\$	4,980.00	
	\$	13,750.00	

13,750.00 13,750.00

78,280.00 Total Design Fee



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 22-835 **Agenda Date:** 11/8/2023 Agenda #: 1.

GRANT REQUEST

Type Motion/Request here and complete the Grant Request Form Below:

MOTION to authorize the Mayor to submit an American Library Association Application to obtain "Round II" of the - Libraries Transforming Communities: Accessible Small and Rural Communities Grant in the amount of \$20,000 to purchase a new circulation and reference desk for the Bill Library designed to meet ADA requirements and better serve individuals with disabilities.

Background:

As part of the Libraries Transforming Communities: Accessible Small and Rural Communities Grant, which the Library received in May, 2023 the town is requesting to submit another Grant Application for "Round II".

Town Council April 26, 2023 meeting: The Town Council accepted and appropriated \$20,000 to Account # 20250101-50000-G0015 (Library Grant Expense) received from The American Library Association - Libraries Transforming Communities: Accessible Small and Rural Communities Grant to be used to purchase books, programming, and building improvements designed to serve individuals with disabilities

April 5, 2023 The Library received notification that Ledyard was awarded the Grant in the full amount of the \$20,000 requested. As part of the grant process that the Legislative Body (Town Council) was required to formally accept the Grant and authorize the expenditure of the funds by May 5, 2023. The Town Council.

Town Council December 14, 2022 meeting: The Town Council authorized the Library to apply for a 20,000 American Library Association - Libraries Transforming Communities: Accessible Small and Rural Communities Grant to be used to purchase books, programming, and building improvements designed to serve individuals with disabilities.

Additional Background: Ledyard Public Library is seeking approval to apply for the *Libraries Transforming* Communities: Accessible Small and Rural Communities grant offered by the American Library Association. The purpose of the grant is to provide "community engagement and accessibility resources to small and rural libraries" with a population less than 25,000 "to help them better serve people with disabilities." There are two grant levels: \$20,000 and \$10,000, and we would apply for the \$20,000. The funds would be used for a onetime purchase for a new circulation desk at the Bill Library.

Our target audiences in our community are anyone who uses the library and would benefit from an ADA compliant service desk.

The goal is to "increase the accessibility of library facilities, services, and programs for people with

File #: 22-835 **Agenda Date:** 11/8/2023 Agenda #: 1.

disabilities."

Application Deadline: December 11, 2023

Award Notification: February 8, 2024

Attachments:

- Request Narrative- How Ledyard planned to use the grant funding
- **Grant Application**
- **Grant Frequently Asked Questions**
- **Grant Eligibility Guidelines**

Department Comments/Recommendation:

Approval from the Town Council will allow us to proceed with the application process. If we are awarded the grant, the money will make a noticeable impact on how we serve our community, specifically those with disabilities. Deadline for submission is December 11, 2023.

Finance Director Comments/Recommendation:

(Type text here)

Mayor Comments/Recommendation:

(Type text here)

Please Complete the Grant Request Form Below:

TOWN OF LEDYARD GENERAL GOVERNMENT GRANT APPLICATION POLICY AND PROCESS

The Ledyard Town Council will approve all grant applications submitted by the Town to any governmental agency or private foundation on behalf of the Town; and any items that are offered to the Town by any entity, and items taken in forfeiture by the Town. Every department, commission, or board acting on behalf of the Town of Ledyard when seeking grants or responding to an offer to the Town of grant funds or items must follow this policy and process.

Grants, for these purposes include:

1. Grants that require a Town match -- whether the match is a dollar figure, an in-kind contribution, or a

File #: 22-835 **Agenda Date:** 11/8/2023 Agenda #: 1.

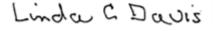
combination thereof

- 2. Grants that are 100% funded
- 3. Items or services that are offered ("gifted") to the Town such as land, equipment, buildings, or vehicles
- 4. Items that are taken by forfeiture and intended to be retained by the Town
- 5. Items granted to a fire company's 501(c)3 organization but expected to be maintained and/or insured by Town operating dollars

When applying for any grant, the grant seeker will create a legislative file and attach a completed GRANT REQUEST FORM and any pertinent information about the grant and grantor. The legislative file will be set up to go the Town Council using the Finance Committee workflow.

When applying for Federal funding, the grant seeker must include acknowledgement in the GRANT REQUEST FORM that they have read and understand the Federal Government procurement standards for federal funding in 2 CFR 200.318 through 200.325 (See Attachment 1).

Amended and Approved by the Town Council: on: July 22, 2020



Linda C. Davis, Chairman

Revisions: "General Government Grant Application Policy and Process" Adopted: May 8, 2018.

History: Paragraph 5 added the following: "When applying for Federal funding, the grant seeker must include acknowledgement in the GRANT REQUEST FORM that they have read and understand the Federal Government procurement standards for federal funding in 2 CFR 200.318 through 200.325 (See Attachment 1)."

Below the Form added: FOR FEDERAL GRANTS: "I confirm that I have read and understand the federal general procurement standards in 2 CFR § 200.318 through 200.325"

Added to the Policy Attachment 1 "Code of Federal Regulations: 2 CFR" to Policy.

GRANT REQUEST FORM

Library Director Jen Smith Requestor Date 10/23/2023

Dept/Commission/Board Ledyard Public Library

Name of Grant Libraries Transforming Communities: Accessible Small and Rural Communities grant \$20,000

This is Round II of the Library Transformation Communities: Accessible Small and Rural Communities Grant Process.

File #: 22-835	Agenda Date: 11/8/2023	Agenda #: 1.
Type of Grant (State of C)	Γ, Federal, Private Foundation, Individual - if combination,	explain)
American Library Associ	ation	
Reason for Applying for thi To improve library servic compliant circulation desi	es for those with disabilities by creating a welcoming e	environment with an ADA
_	s: \$20,000 and \$10,000, and we would apply for \$20,00 ing in round 1 will be given priority.	00. Note that libraries who have
The goal is to "increase to disabilities."	he accessibility of library facilities, services, and progr	rams for people with
Amount of Town Match	TBD, still waiting on a quote as of 10/23/2023	
Source of Town Match		
In-Kind Match - Explain		
FOR FEDERAL GRANTS in 2 CFR § 200.318 throug	S: I confirm that I have read and understand the federa gh 200.325 (Appendix 1)	l general procurement standards
Signed Name	Printed Name	Date
	ATTACHMENT 1	
	Code of Federal Regulations: 2 CFR	

§200.318 General procurement standards.

- (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.
- (b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

- (c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.
- (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.
- (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- (e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.
- (f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
- (g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.
- (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.
- (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
- (j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- (i) The actual cost of materials; and
- (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.
- (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
- (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

§200.319 Competition.

- (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:
 - (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
 - (2) Requiring unnecessary experience and excessive bonding;
 - (3) Noncompetitive pricing practices between firms or between affiliated companies;
 - (4) Noncompetitive contracts to consultants that are on retainer contracts;
 - (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
 - (7) Any arbitrary action in the procurement process.
- (b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

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- (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.320 Methods of procurement to be followed.

The non-Federal entity must use one of the following methods of procurement.

- (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micropurchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.
- (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
- (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.
 - (1) In order for sealed bidding to be feasible, the following conditions should be present:
 - (i) A complete, adequate, and realistic specification or purchase description is available;
 - (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
 - (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder

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can be made principally on the basis of price.

- (2) If sealed bids are used, the following requirements apply:
- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
- (iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and
 - (v) Any or all bids may be rejected if there is a sound documented reason.
- (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:
- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
 - (e) [Reserved]
- (f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
 - (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

- Contracting with small and minority businesses, women's business enterprises, and labor surplus §200.321 area firms.
- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - (b) Affirmative steps must include:
 - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

§200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

§200.323 Contract cost and price.

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- (c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E-Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.
- (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
- §200.324 Federal awarding agency or pass-through entity review.
- (a) The non-Federal entity must make available, upon request of the Federal awarding agency or passthrough entity, technical specifications on proposed procurements where the Federal awarding agency or passthrough entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.
- (b) The non-Federal entity must make available upon request, for the Federal awarding agency or passthrough entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:
- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

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- (c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.
- (1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;
- (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

§200.325 Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

§200.326 Contract provisions.

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200-Contract Provisions for non-Federal Entity Contracts Under Federal Awards.



TOWN OF LEDYARD CONNECTICUT

TOWN COUNCIL

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

April 27, 2023

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

Dear Mayor Allyn:

At its Regular Meeting held on April 26, 2023 the Town Council took the following actions:

• Adopted a proposed Fiscal Year 2023/2024 Budget in the amount of \$64,540,940 comprised of:

General Government: \$28,632,572
 Board of Education: \$35,908,368

- Appointed Mr. Gary St. Vil (D) 2 Thompson Street, Ledyard, as a Regular Member of the Planning & Zoning Commission to complete a three (3) year term ending October 31, 2023 to fill a vacancy left by Mr. Awrach.
- Approved a revised "Town of Ledyard Employee Personnel Handbook" as presented in the draft dated March 23, 2023.
- Adopted proposed Amendments to Ordinance #100-016 (rev 1) "An Ordinance Combining Parks And Recreation Commission and Senior Citizens Commission for the Town of Ledyard" as contained in the draft dated February 8, 2023.
- Accepted and appropriated \$20,000 to Account #20250101-50000-G0015 (Library Grant Expense) received from *The American Library Association Libraries Transforming Communities: Accessible Small and Rural Communities Grant* to be used to purchase books, programming, and building improvements designed to serve individuals with disabilities.

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

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Director of Finance Treasurer Administrator of Human Resources Director of Parks & Recreation & Senior Citizens Library Director



TOWN OF LEDYARD

CONNECTICUT

TOWN COUNCIL

741 Colonel Ledyard Highway Ledyard, CT 06339-1551 (860) 464-3203

council@ledyardct.org

December 15, 2022

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

Dear Mayor Allyn:

At its Regular Meeting held on December 14, 2022 the Town Council took the following actions:

- Reappointed Mr. Gary St. Vil (D) 2 Thompson Street, Ledyard, as an Alternate Member to the Planning & Zoning Commission to complete a three (3) year term ending, December 31, 2025.
- Reappointed the following members to Parks & Recreation Commission to complete a three (3) year term ending, December 29, 2025.
 - o Ms. Loretta Kent (D) 1363 Baldwin Hill Road, Gales Ferry
 - o Mr. Kenneth J. DiRico, (U) 8 Melanie Lane, Gales Ferry
- Reappointed the following members to Senior Citizens Commission to complete a two (2) year term ending, December 9, 2024.
 - o Ms. Marjorie Winslow (D) 3 Wolf Ridge Gap, Ledyard
 - o Mr. John W. Thomas (R) 23 Bittersweet Drive, Gales Ferry
 - o Ms. Margaret Anne Harding (R) 50 Pheasant Run Drive, Gales Ferry
 - o Ms. Katherine Milde (D) 185 Spicer Hill Road, Ledyard
- Approved a proposed "Resolution Authorizing Term Adjustments for the Ledyard Beautification Committee" as contained in the draft dated October 19, 2022.
- Appointed Ms. Jennifer Holdsworth (D) 3 Spruce Street, Ledyard, to the Ledyard Beautification Committee to complete a term ending October 26, 2024 filling a vacancy left by Ms. Vincent.
- Appointed Ms. Kathrine Khors (D) 19 Winthrop Road, Gales Ferry, to the Ledyard Beautification Committee to complete a term ending October 26, 2024 filling a vacancy left by Ms. Buhle.
- Appointed Ms. Jennifer Eastbourne (U) 4 Glenwoods Court, Gales Ferry, to the Ledyard Beautification Committee to complete a term ending October 26, 2024 filling a vacancy left by Ms. Robinson.

- Appointed Mr. Charles Gallagher (R) 12 Sherwood Trace, Gales Ferry, to the Parks and Recreation complete a three-year (3) term ending December 29, 2023 filling a vacancy left by Mr. Maloney.
- Appointed Mr. Deondre Bransford (U) 8 Lynn Drive, Ledyard, to the Parks and Recreation Commission complete a three-year (3) term ending December 29, 2025 filling a vacancy left by Ms. Robinson.
- Authorized to the Registrar of Voters to over expend the following accounts for election/referendum expenses:
 - o Account #10110303 51720 (Stipends) by up to \$2,500.00
 - o Account#10110303 56900 (Other Supplies) by up to \$3,000.00.
- Authorized the Mayor to submit an American Library Association Application to obtain a Libraries Transforming Communities: Accessible Small and Rural Communities Grant in the amount of up-to \$20,000 to purchase books, programming, and building improvements designed to serve individuals with disabilities.
- Approved a proposed updated Mechanic job description as contained in the draft dated September 26, 2022.
- Approved a proposed updated Maintenance Foreman job description as contained in the draft dated July 7, 2022.
- Approved appropriations from the receipt of sales of vehicles and equipment through GovDeals in the total amount of \$55,500 as follows:
 - \$48,500 to the Public Works Heavy Equipment CNR Account #21040101-57311; and
 - o \$7,000 to the Public Works Small Truck CNR Account #21040101-57313.
- Granted a Bid Waiver to Kent & Frost of Mystic CT in the amount of up to \$112,000 for the next phase of the Tri-Town Trail project, due to the lack of receiving the required three bids in accordance with Ordinance #200-001 (rev 1) "An Ordinance for Purchasing.
- Approved to issue a letter, as contained in the draft dated December 6, 2022, to Groton Utilities Commission and Groton Town Council, to endorse and encourage public access to the Groton Reservoir to continue the development of the 14-mile Tri-Town Trail as defined on Master Plan, to traverse through the Groton Reservoir for passive recreation.
- Appropriated \$17,942.17 of National Opioid Settlement Payments received to date to Account #20810201-58206-24206 (National Opioid Settlement).

In addition, appropriate all future National Opioid Settlement payments received to the same Account.

- Approved to extend Archery Hunting on Certain Town Owned Lands and Certain Open Space Properties for one-year in accordance with provisions in Ordinance#100-018 (rev. 1) "An Ordinance Providing Archery Hunting on Certain Town Owned Lands and Certain Open Space Properties".
- Approved the Town Council Department Fiscal Year 2023/2024 Budget in the amount of \$190,846.
- Approved the Town Council Department Fiscal Year 2023/2024 Capital Improvement Budget in the total amount of \$1,500.
- Cancelled the Town Council Regular meeting scheduled for December 28, 2022 for the Holidays.

In addition to the actions above, the Town Council issued Proclamations to First Responders recognizing them for the rescue of a resident who had fallen into a 30-foot abandoned well on November 3, 2022.

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 Director of Land Use Library Director Public Works Director/Town Engineer Registrars of Voters



TOWN OF LEDYARD

741 Colonel Ledyard Highway Ledyard, ČT 06339-1511

File #: 23-1254 **Agenda Date:** 11/8/2023 **Agenda #:** 5.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

MOTION to appropriate the American Rescue Plan Act (ARPA) funding in the amount of \$29,827 to Account 20360101-57300-G0014 (New Equipment - Park & Rec - AARPA)

In addition, authorize the Parks, Recreation & Senior Citizens Center to expend the \$29,827 American Rescue Plan Act (ARPA) specifically designated for Senior Citizens Centers as outlined in their ARPA Senior Center Plan dated October 17, 2023.

Background:

During the 2022/2023 Legislative Session the Department of Aging and Disability Services (ADS) was awarded \$10 million dollars in ARPA funds for senior centers in Connecticut. (Please see ltr dated 2/10/2023)

The State Unit on Aging (SUA) within Aging and Disability Services (ADS) worked develop a Plan and a Calculation Process to distribute these funds to senior centers.

Of the full amount awarded, the majority of \$750,000, or 7.5%, was reserved for statewide senior center activities. These activities could potentially include a senior center-focused website, a senior center summit event, and/or a media campaign to encourage engagement at senior centers. There was also \$250,000, or 2.5%, reserved for administrative purposes to support this project.

The remaining \$9,000,000 of the funds has been set aside for Connecticut senior centers and was broken down by municipality.

All allocations contain two parts:

- Base allocation and a formulaic allocation. All municipalities receive a base allocation of \$5,000.
- Other Calculation: was based on the Census data on town demographics, including share of the population aged 60 and older, race/ethnicity status, disability status, poverty status and whether the town is in a rural location.

Ledyard would be receiving \$29,827. (See Attached Town Listing)

Spending Plan included: Peloton Bike; Rower; Elliptical; Dumbbell set and Bench, Rubber Flooring; Chairs (88) for the Dining Room; Card Tables (5), 71" Table; Room Divider, Floor, Carpet, Refrigerator, Railing.

File #: 23-1254 **Agenda Date:** 11/8/2023 **Agenda #:** 5.

The SUA used the definition of senior center that was used when Connecticut senior centers applied In 2020/2021 for a reimbursement of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding through the SUA. The definition for senior centers is as follows:

Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information, referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities.

These ARPA funds may be used for certain purposes or "eligible uses." These eligible uses fall under two categories of expenditures within "Provision of Government Services."

- (1) "facility improvements" which could cover a variety of capital improvements including air & HVAC systems, lighting, accessibility features as well as vehicle acquisition, maintenance, and repurposing; and
- (2) "programming" which could include the acquisition of program registration software, web design renovation capability, extended senior center hours, special or focused entertainment or programming, while also potentially encompassing expanded staff hours to support those programs, when applicable.

Please see the attached letter dated in which the Ledyard Senior Citizens Center was awarded

Department Comment/Recommendation:

The Parks, Recreation, and Senior Citizens Department recommends the proposed project as it will allow for some much-needed facility upgrades. The addition of a gym will help us target the baby boomers who are all starting to retire. We are on the verge of the largest retirement surge in US history and need to do everything possible to prepare for an increase in participation.



State of Connecticut **Department of Aging and Disability Services**

February 10, 2023

Dear Municipal Leader:

I am excited to share information about available funding for senior centers. As you may be aware during the last legislative session, the Department of Aging and Disability Services (ADS) was awarded \$10 million dollars in American Rescue Plan Act (ARPA) funds for senior centers in Connecticut.

The ADS State Unit on Aging (SUA) spent several months engaging in a thoughtful and thorough process of listening to the current needs and challenges of senior centers, researching the eligible uses for these ARPA funds, and following the legislative intent to reengage people at their local senior centers. From that process we calculated appropriate distribution of these funds.

We want to ensure that all senior centers throughout the state and their staff benefit from these funds. Of the full amount awarded, the majority of \$750,000, or 7.5%, has been reserved for statewide senior center activities. These activities could potentially include a senior center-focused website, a senior center summit event, and/or a media campaign to encourage engagement at senior centers. There was also \$250,000, or 2.5%, reserved for administrative purposes to support this project.

The remaining \$9,000,000 of the funds has been set aside for Connecticut senior centers and is broken down by municipality. All allocations contain two parts: the base allocation and a formulaic allocation. All municipalities receive a base allocation of \$5,000. The remainder of the allocation is calculated using Census data on town demographics, including share of the population aged 60 and older, race/ethnicity status, disability status, poverty status and whether the town is in a rural location. The allocation for each municipality is included in the attached document.

For the purposes of this funding opportunity, the SUA will continue to use the definition of senior center that was previously used in 2020-2021 when Connecticut senior centers had the opportunity to apply for a reimbursement of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding through the SUA. The definition for senior centers is as follows:

Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information, referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities.

Municipalities with multiple senior centers that meet the funding definition of senior center shall allocate funding to each senior center in the municipality. Information that municipalities should take into consideration when determining this amount for each senior center may include: usership/membership of the senior center, safety needs of users, staff and volunteers of the senior center, current and anticipated needs of the senior center (according to senior center leadership), and annual budget of the senior center. Municipalities without a senior center within town limits are encouraged to partner with neighboring municipalities who host senior centers that serve their town's residents.

These ARPA funds may be used for certain purposes or "eligible uses." These eligible uses fall under two categories of expenditures within "Provision of Government Services."

- (1) "facility improvements" which could cover a variety of capital improvements including air & HVAC systems, lighting, accessibility features as well as vehicle acquisition, maintenance, and repurposing; and
- (2) "programming" which could include the acquisition of program registration software, web design renovation capability, extended senior center hours, special or focused entertainment or programming, while also potentially encompassing expanded staff hours to support those programs, when applicable.

We will soon send out a communication, which will include an electronic "Beneficiaries Information Form" created for the purposes of collecting information regarding how senior centers anticipate using ARPA funds to support older/aging residents and users. Upon receipt of this, the SUA will review the information and upon approval of the plan, an agreement will be signed so funds can be dispensed. Periodic and End of Project reporting will be required by entities who receive funds.

Virtual information sessions will be scheduled to address questions pertaining to the Beneficiaries Information Form and the process of completing the form. The SUA anticipates accepting Beneficiary Information Forms on a rolling basis through June of 2024, giving communities ample time to thoughtfully put together plans.

This letter will be shared with senior centers through the Connecticut Association of Senior Center Personnel (CASCP) as well as the five Area Agencies on Aging senior center distribution lists. I encourage you to work with your community's senior center leadership and program staff to identify needs and possible solutions to current challenges, and how these ARPA funds may bolster and support these initiatives.

I look forward to working with you to best utilize these funds and make a positive impact on our senior centers and communities in Connecticut. For questions, please email stateunitonaging@ct.gov. Thank you.

Sincerely,

Amy Porter

Commissioner

	Town	Equity Formula (See	Equity Formula	Total Allocation w/	Per Capita Allocation
Town	Population 60+	Info Tab)	Share	\$5k Base Grant	w/ \$5k Base Grant
Andover	820	950	0.1%	\$9,815	\$12
Ansonia	5043	10084	0.6%	\$56,115	\$11
Ashford	823	912	0.1%	\$9,623	\$12
Avon	5322	9936	0.6%	\$55,365	\$10
Barkhamsted	1079	1236	0.1%	\$11,264	\$10
Beacon Falls	2069	3580	0.2%	\$23,145	\$11
Berlin	6022	11395	0.7%	\$62,762	\$10
Bethany	1357	1929	0.1%	\$14,779	\$11
Bethel	4066	7450	0.5%	\$42,765	\$11
Bethlehem	1194	1286	0.1%	\$11,519	\$10
Bloomfield	7038	15886	1.0%	\$85,523	\$12
Bolton	1356	2064	0.1%	\$15,460	\$11
Bozrah	680	901	0.1%	\$9,565	\$14
Branford	9199	17520	1.1%	\$93,806	\$10
Bridgeport	25418	58111	3.6%	\$299,561	\$12
Bridgewater	757	817	0.1%	\$9,141	\$12
Bristol	14611	27829	1.7%	\$146,063	\$10
Brookfield	4263	8337	0.5%	\$47,259	\$11
Brooklyn	1919	3133	0.2%	\$20,880	\$11
Burlington	1968	2597	0.2%	\$18,165	\$9
Canaan	400	449	0.0%	\$7,276	\$18
Canterbury	1511	1717	0.1%	\$13,703	\$9
Canton	3431	5311	0.3%	\$31,922	\$9
Chaplin	701	870	0.1%	\$9,412	\$13
Cheshire	7895	14589	0.9%	\$78,953	\$10
Chester	1415	2133	0.1%	\$15,811	\$11
Clinton	3861	6967	0.4%	\$40,314	\$10
Colchester	3529	5463	0.3%	\$32,691	\$9
Colebrook	366	391	0.0%	\$6,982	\$19
Columbia	1771	2085	0.1%	\$15,569	\$9
Cornwall	542	602	0.0%	\$8,052	\$15
Coventry	3205	4248	0.3%	\$26,533	\$8

Cromwell	4081	7904	0.5%	\$45,065	\$11
Danbury	18216	35338	2.2%	\$184,128	\$10
Darien	4331	7778	0.5%	\$44,427	\$10
Deep River	1132	1786	0.1%	\$14,055	\$12
Derby	3502	6992	0.4%	\$40,442	\$12
Durham	2108	3336	0.2%	\$21,910	\$10
East Granby	1185	1641	0.1%	\$13,319	\$11
East Haddam	2736	3778	0.2%	\$24,150	\$9
East Hampton	3211	5204	0.3%	\$31,380	\$10
East Hartford	9680	20531	1.3%	\$109,070	\$11
East Haven	7306	13691	0.9%	\$74,399	\$10
East Lyme	5727	10562	0.7%	\$58,540	\$10
East Windsor	3056	5059	0.3%	\$30,641	\$10
Eastford	438	509	0.0%	\$7,580	\$17
Easton	2304	3202	0.2%	\$21,231	\$9
Ellington	3830	6549	0.4%	\$38,197	\$10
Enfield	10181	19038	1.2%	\$101,500	\$10
Essex	2077	3870	0.2%	\$24,616	\$12
Fairfield	13558	25045	1.6%	\$131,953	\$10
Farmington	6889	13511	0.8%	\$73,486	\$11
Franklin	452	558	0.0%	\$7,827	\$17
Glastonbury	9458	17157	1.1%	\$91,967	\$10
Goshen	906	1024	0.1%	\$10,191	\$11
Granby	3489	5123	0.3%	\$30,970	\$9
Greenwich	14847	27823	1.7%	\$146,035	\$10
Griswold	3157	4850	0.3%	\$29,587	\$9
Groton	8262	16382	1.0%	\$88,041	\$11
Guilford	7168	12541	0.8%	\$68,570	\$10
Haddam	2371	3449	0.2%	\$22,483	\$9
Hamden	13612	27310	1.7%	\$143,432	\$11
Hampton	556	636	0.0%	\$8,224	\$15
Hartford	20480	50940	3.2%	\$263,212	\$13
Hartland	589	649	0.0%	\$8,290	\$14
Harwinton	1622	2104	0.1%	\$15,666	\$10

Hebron	2253	2727	0.2%	\$18,821	\$8
Kent	1265	1504	0.1%	\$12,624	\$10
Killingly	3955	6249	0.4%	\$36,674	\$9
Killingworth	1998	2375	0.1%	\$17,040	\$9
Lebanon	1951	2169	0.1%	\$15,993	\$8
Ledyard	3116	4898	0.3%	\$29,827	\$10
Lisbon	1120	1336	0.1%	\$11,773	\$11
Litchfield	3139	4548	0.3%	\$28,051	\$9
Lyme	857	1016	0.1%	\$10,152	\$12
Madison	5565	10125	0.6%	\$56,322	\$10
Manchester	12392	24344	1.5%	\$128,397	\$10
Mansfield	3030	5526	0.3%	\$33,011	\$11
Marlborough	1428	2263	0.1%	\$16,472	\$12
Meriden	14029	27678	1.7%	\$145,297	\$10
Middlebury	2464	4440	0.3%	\$27,507	\$11
Middlefield	1296	2137	0.1%	\$15,831	\$12
Middletown	10610	20635	1.3%	\$109,600	\$10
Milford	14711	28152	1.7%	\$147,701	\$10
Monroe	4306	7522	0.5%	\$43,129	\$10
Montville	4012	7332	0.5%	\$42,164	\$11
Morris	622	667	0.0%	\$8,381	\$13
Naugatuck	6874	12620	0.8%	\$68,971	\$10
New Britain	13456	28289	1.8%	\$148,395	\$11
New Canaan	4556	8152	0.5%	\$46,324	\$10
New Fairfield	3505	6110	0.4%	\$35,973	\$10
New Hartford	1446	1869	0.1%	\$14,475	\$10
New Haven	19218	45480	2.8%	\$235,535	\$12
New London	4917	10276	0.6%	\$57,088	\$12
New Milford	6400	10301	0.6%	\$57,213	\$9
Newington	8501	16869	1.0%	\$90,508	\$11
Newtown	6840	10983	0.7%	\$60,674	\$9
Norfolk	606	716	0.0%	\$8,629	\$14
North Branford	4261	7884	0.5%	\$44,962	\$11
North Canaan	902	1061	0.1%	\$10,378	\$12

North Haven	7089	14043	0.9%	\$76,183	\$11
North Stonington	1817	2107	0.1%	\$15,680	\$9
Norwalk	19141	39213	2.4%	\$203,770	\$11
Norwich	9695	18678	1.2%	\$99,677	\$10
Old Lyme	2640	4368	0.3%	\$27,143	\$10
Old Saybrook	3987	6729	0.4%	\$39,111	\$10
Orange	4099	7956	0.5%	\$45,328	\$11
Oxford	3678	5874	0.4%	\$34,777	\$9
Plainfield	3846	6157	0.4%	\$36,209	\$9
Plainville	4710	8997	0.6%	\$50,605	\$11
Plymouth	3074	5240	0.3%	\$31,562	\$10
Pomfret	1202	1411	0.1%	\$12,151	\$10
Portland	2451	3972	0.2%	\$25,135	\$10
Preston	1258	1636	0.1%	\$13,293	\$11
Prospect	2783	4945	0.3%	\$30,068	\$11
Putnam	2500	4344	0.3%	\$27,018	\$11
Redding	2657	3697	0.2%	\$23,739	\$9
Ridgefield	6189	11326	0.7%	\$62,409	\$10
Rocky Hill	5675	11362	0.7%	\$62,593	\$11
Roxbury	797	934	0.1%	\$9,732	\$12
Salem	956	1244	0.1%	\$11,308	\$12
Salisbury	1406	1559	0.1%	\$12,902	\$9
Scotland	366	416	0.0%	\$7,109	\$19
Seymour	3769	6796	0.4%	\$39,448	\$10
Sharon	1222	1387	0.1%	\$12,031	\$10
Shelton	12123	22547	1.4%	\$119,289	\$10
Sherman	1548	1833	0.1%	\$14,292	\$9
Simsbury	5953	10848	0.7%	\$59,990	\$10
Somers	2673	4710	0.3%	\$28,875	\$11
South Windsor	6288	11356	0.7%	\$62,564	\$10
Southbury	7128	13660	0.8%	\$74,240	\$10
Southington	11617	22429	1.4%	\$118,692	\$10
Sprague	696	1001	0.1%	\$10,074	\$14
Stafford	2906	4409	0.3%	\$27,349	\$9

Stamford	27688	58343	3.6%	\$300,738	\$11
Sterling	804	919	0.1%	\$9,658	\$12
Stonington	6236	11084	0.7%	\$61,183	\$10
Stratford	14002	28087	1.7%	\$147,371	\$11
Suffield	3395	5806	0.4%	\$34,429	\$10
Thomaston	1983	3531	0.2%	\$22,897	\$12
Thompson	2587	3762	0.2%	\$24,072	\$9
Tolland	3716	5413	0.3%	\$32,440	\$9
Torrington	9414	17051	1.1%	\$91,433	\$10
Trumbull	8445	16400	1.0%	\$88,131	\$10
Union	312	375	0.0%	\$6,901	\$22
Vernon	6907	12585	0.8%	\$68,793	\$10
Voluntown	654	720	0.0%	\$8,650	\$13
Wallingford	13243	25043	1.6%	\$131,942	\$10
Warren	475	533	0.0%	\$7,702	\$16
Washington	1225	1420	0.1%	\$12,199	\$10
Waterbury	21544	46121	2.9%	\$238,785	\$11
Waterford	5540	10526	0.7%	\$58,354	\$11
Watertown	6293	11626	0.7%	\$63,931	\$10
West Hartford	16320	32671	2.0%	\$170,606	\$10
West Haven	10309	20147	1.3%	\$107,124	\$10
Westbrook	2647	4478	0.3%	\$27,698	\$10
Weston	2394	3884	0.2%	\$24,689	\$10
Westport	7035	12945	0.8%	\$70,618	\$10
Wethersfield	7394	14455	0.9%	\$78,272	\$11
Willington	1434	1826	0.1%	\$14,255	\$10
Wilton	3968	7120	0.4%	\$41,089	\$10
Winchester	3782	6407	0.4%	\$37,475	\$10
Windham	4781	9278	0.6%	\$52,029	\$11
Windsor	7868	16206	1.0%	\$87,145	\$11
Windsor Locks	3220	6023	0.4%	\$35,530	\$11
Wolcott	4647	8649	0.5%	\$48,839	\$11
Woodbridge	2694	5117	0.3%	\$30,939	\$11
Woodbury	3890	5523	0.3%	\$32,998	\$8

Woodstock 2307 2657 0.2% \$18,467 \$8

Scott Johnson

State Unit, Aging <stateunitonaging@ct.gov> From:

Friday, February 10, 2023 7:34 AM Sent:

ARPA Senior Center Funding Information from the Department of Aging and Disability Subject:

Services

CT ADS ARPA Senior Center Allocation Calculations Final Chart.xlsx; ADS ARPA Senior Attachments:

Center Municipal Leader Letter 02 10 2023.pdf

High Importance:

Follow up Follow Up Flag: Flagged Flag Status:

Hello (and Happy Friday!)

We are excited to be sending this information on American Rescue Plan Act (ARPA) funding for Connecticut senior centers on behalf of the Connecticut Department of Aging and Disability Services' Commissioner Amy Porter.

You are receiving this as a professional who works within a Connecticut senior center. As you may be aware, during this past legislative session the Department of Aging and Disability Services (ADS) was awarded \$10 million dollars in ARPA funds for senior centers in Connecticut. The State Unit on Aging (SUA) within ADS has been diligently working to set up a plan to distribute these funds to senior centers.

Please see the attached letter that was recently sent out to your municipality's leadership for more information on this opportunity. I am encouraging senior center personnel as well as municipal leadership to engage in conversations around senior center staff and members' needs to come up with a plan.

The attachment is the allocation chart, identifying the amount of ARPA funding that is available for distribution within each Connecticut town to the senior centers that are within town limits.

A follow-up communication is forthcoming that will include the questions that will be asked of communities pertaining to these anticipated plans, which will be reviewed by the SUA prior to ARPA funds being dispersed.

Thank you & have a great weekend!

CT Department of Aging and Disability Services | State Unit on Aging | 55 Farmington Ave 12th Floor, Hartford CT 06105

local: 860.424.5274 | in-state toll free: 1.888.218.6631 | Aging and Disability Services Website





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CT Senior Centers ARPA Beneficiaries Information Form

During the 2022 Legislative session, American Rescue Plan Act (ARPA) funds were allocated within the CT Department of Aging and Disability Service's (ADS) budget, to be distributed to Connecticut senior centers; the Department's State Unit on Aging (SUA) has been tasked with administering the funds. Municipalities can use this form to identify allocations for each senior center within the town limits and to request funds for all municipal-run senior center(s) within their town. Municipalities that do not have a senior center within their town limits may contract with another municipality to allocate funds to them, for the benefit of their residents aged 60 years and older. Funds must be used to benefit the senior center and members and must be used in a manner related to the mitigation of COVID-19 or to respond to the negative public health impacts related to COVID-19.

When the SUA receives a municipality's completed form, it will review the information to ensure the anticipated projects are appropriate uses for ARPA funds. If they are, the SUA will work with ADS's finance department to distribute funds to the requesting municipality. Monies distributed to a municipality through this funding opportunity must be used in the way a municipality identifies they are going to be used. Inappropriate use of ARPA funds may result in the state reclaiming these funds from a municipality.

All "CT Senior Centers ARPA Beneficiaries Information" forms must be completed and submitted by 4:00 p.m. on Friday, June 28, 2024.

For the purposes of this funding opportunity, the definition of a senior center is: "Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information, referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities."

Please provide complete and accurate information so the State Unit on Aging can review and process your request.

Name of municipality *		
Please Select		
Street address *		
City/Town *	Zip code *	
Name of authorized representative for the muni	icipality (the person who will be signing	this form) *
Street address *		

City/Town *	Zip code *
	Namengayaman yaman an an ayaman ayama yaman y
Job title *	
Phone number *	
(000) 000-0000	
Please enter a valid phone number.	and the same of th
riease enter a vallu prione number.	
Email *	
example@example.com	
Confirm Email	
	·
If the senior center authorized representative	is also the designee, click here
,	,
Name of designee for the municipality *	
Street address *	
City/Town *	Zip code *

Job title *	
Phone number *	
(000) 000-0000	
Please enter a valid phone number.	
Email *	
example@example.com	
Confirm Email	
to receive federal funds UEI Number *	ired for all organizations and municipalities
T.)	r, you can go to: sam.gov/content/duns-uei v step directions for getting a UEI to replace e so already
FEIN *	
FEIN *	

Street address *	
City/Town *	Zip code *
Job title *	
Phone Number *	
(000) 000-0000	
Please enter a valid phone number.	
Email *	
example@example.com	
Confirm email	
Name of alternate person to whom communicat	ions should be sent
Street address	

Job title
Phone number
(000) 000-0000
Please enter a valid phone number.
Email
example@example.com
Confirm email
Finance Contact Person *
Finance Contact Person Job title *
Finance Contact Person Phone number *
(000) 000-0000
Please enter a valid phone number.
Finance Contact Person Email *
example@example.com

Confirm email
How do you wish to receive funding? *
Check
ACH (automated clearing house)
*If you wish to receive payment via ACH (also known as a direct deposit) please set that up with the Office of the State Comptroller (OSC): Vendor Resources - OSC
In which Area Agency on Aging (AAA) region are you located? *
Please Select
If you do not know within which region your town is located, please check with the following link: <u>Area Agencies on Aging (ct.gov)</u>
How many senior centers are in your municipality? *
Please Select

Municipalities who do not have a Senior Center within their town limits may contract with another municipality, allocating funds to them, for the benefit of their Residents aged 60 years and older.

The definition of a Senior Center is: "Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information, referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities."

f you do not have any Centers within your municipality, will you be contracting with another municipality for Senior Center services? *
Yes, Single town
Yes, Multiple towns
) No
) N/A
f yes single town, which municipality will you contract with? Andover Ansonia Ashford
f Yes Multiple towns, which municipalities will you contract with?
Andover Ansonia
Ashford
Avon

Has another municipality allocated their ARPA Senior Center funding to your municipality?

Yes, Single town	
Yes, Multiple towns	
O No	
○ N/A	
If yes Single town, which municipality?	
Andover	
Ansonia	
Ashford	
If yes Multiple towns, which municipalities will you contract with?	
Andover Ansonia	
Ashford	
Avon	
Every municipality is responsible for identifying all the senior centers (municipal and 501c(3) nonprofits) that serve their residents (see the definition of "senior center" at the beginning of tapplication). If multiple senior centers are located within your municipality, SUA is requesting recommendation regarding how the funding should be divided amongst all of the senior center located in your municipality. Information that municipalities may take into consideration when this recommendation may include: usership/membership of the senior center, safety needs of staff and volunteers of the senior center, current and anticipated needs of the senior center (according to senior center leadership), and the annual budget of the senior centers. The SUA make the final decision regarding funding awarded to each senior center.	a ers making f users,

0/500

Senior Center Profile 1: Information and Project Descriptions

Please complete an entire "Senior Center Profile" for each senior center within your municipality.

1. Senior Center Name *	
a. Street address *	
City/Town *	Zip code *
b. Senior Center Director Name *	3
c. Senior Center Director job title *	
d. Senior Center Director email *	
example@example.com	
Confirm email	

e. Total allocation of ARPA funds for this senior center *

f. The senior center is: *	
Municipal government	
501c(3) non-profit	
g. Senior Center Director phone *	
(000) 000-0000	
Please enter a valid phone number.	
h. Senior center website address	
i. Is this Senior Center located in a qualified cen	sus tract (QCT)? *
Yes	
○ No	
To determine if your Senior Center is Io	ocated within a QCT go to 2022 and 2023
Under "Map Options" click on "Color C	
hand corner of the page, enter the phys	sical address of the Senior Center, and
then click on "Go."	
j. Status of Current Operations *	
Closed to the public	
Open by appointment/registration only	
Open to members only	
Open to members and the public	*

If open, check all programs/services that apply:			
Arts, crafts			
Benefits application assistance, including Medicare			
Entertainment			
Exercise/fitness			
Games (BINGO, billiards, etc.)			
Information and referral services			
Lectures, classes, lifelong learning			
Congregate or meals to go			
Medical Services such as foot care			
Social work services/counseling			
Support groups			
Transportation to medical appointments			
Transportation for other errands/needs			
k. Approximately how many unduplicated members/participants does the center typically serve annually? If you have a membership, please provide your current membership count. *			
I. Number of dedicated senior center full-time staff *			
m. Number of dedicated senior center part-time staff *			

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the

negative public health impact due to COVID-19. There will be an opportunity for each project for a senior center to describe how it relates to the COVID-19 pandemic.

Working definition and examples of "Facility Improvements": means improvements to senior center infrastructure, which may include capital improvements to promote and encourage older adults to access senior centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and to services and programs designed to mitigate the spread of COVID-19 and/or to respond to the negative public health effects of COVID-19. Examples may include, but are not limited to: building a covered outdoor seating area at the senior center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to senior center and senior center activities to promote better access to the services provided by the senior center including, but not limited to, health services (including vaccines), social services, and social engagement.

Working definition and examples of "Programming": means services and/or events that support social connection and the physical, emotional, spiritual, or educational needs of senior center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. senior center programming may include purchased items, promotional materials, and services, associated staffing and contracted services associated with providing services or events at a senior center that respond to the negative public health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the

negative public health impact due to COVID-19. There will be an opportunity for each project for a senior center to describe how it relates to the COVID-19 pandemic.

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Check here if used for Facility Improvements

Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.

Senior Center Profile 2: Information and Project Descriptions

Please complete an entire "Senior Center Profile" for each senior center within your municipality.

1. Senior Center Name *	
a. Street address *	
City/Town *	Zip code *
b. Senior Center director name *	
c. Senior Center director job title *	
d. Senior Center director email *	
example@example.com	
Confirm email	

e. Total allocation of ARPA funds for this senior center *

f. The senior center is: *	
Municipal government	
501c(3) non-profit	
g. Senior center director phone *	
(000) 000-0000	
Please enter a valid phone number.	
h. Senior center website address	
i. Is this Senior Center located in a qualified co	ensus tract (QCT)? *
Yes	
○ No	
To determine if your Senior Center is Small DDAs and QCTs HUD USER	ocated within a QCT go to 2022 and 2023
Under "Map Options" click on "Color	QCT Qualified Tracts." In the upper left
hand corner of the page, enter the phy	sical address of the Senior Center, and
then click on "Go."	
j. Status of Current Operations *	
Closed to the public	
Open by appointment/registration only	
Open to members only	
Open to members and the public	

If of	pen, check all programs/services that apply:			
	Arts, crafts			
	Benefits application assistance, including Medicare			
	Entertainment			
	Exercise/fitness			
	Games (BINGO,billiards, etc.)			
	Information and referral services			
	Lectures, classes, lifelong learning			
	Congregate or meals to go			
	Medical Services such as foot care			
	Social work services/counseling			
	Support groups			
	Transportation to medical appointments			
	Transportation for other errands/needs			
k. Approximately how many unduplicated members/participants does the center typically serve annually? If you have a membership, please provide your current membership count. *				
L	·			
I. Number of dedicated senior center full-time staff *				
\$				
m. Number of dedicated senior center part-time staff *				
-				

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the negative public health impact due to COVID-19. There will be an opportunity for

each project for a senior center to describe how it relates to the COVID-19 pandemic.

Working definition and examples of "Facility Improvements": means improvements to senior center infrastructure, which may include capital improvements to promote and encourage older adults to access senior centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and to services and programs designed to mitigate the spread of COVID-19 and/or to respond to the negative public health effects of COVID-19. Examples may include, but are not limited to: building a covered outdoor seating area at the senior center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to senior center and senior center activities to promote better access to the services provided by the senior center including, but not limited to, health services (including vaccines), social services, and social engagement.

Working definition and examples of "Programming": means services and/or events that support social connection and the physical, emotional, spiritual, or educational needs of senior center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior center programming may include purchased items, promotional materials, and services, associated staffing and contracted services associated with providing services or events at a senior center that respond to the negative public health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

What type of project(s) is this senior center funding going to be used? (Check all that apply)

Check here if used for Programming

Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.

Senior Center Profile 3: Information and Project Descriptions

Please complete an entire "Senior Center Profile" for each Senior Center within your municipality.

1. Senior Center Name *	
a. Street address *	
City/Town *	Zip code *
b. Senior Center director name *	
c. Senior Center director job title *	
d. Senior Center director email *	
example@example.com	
Confirm email	

e. Total allocation of ARPA funds for this senior center *

	J
f. The senior center is: *	
Municipal government	
501c(3) non-profit	
g. Senior center director phone *	
(000) 000-0000	
Please enter a valid phone number.	J
h. Senior center website address	
i. Is this Senior Center located in a qualified ce	nsus tract (QCT)? *
Yes	
No	
Small DDAs and QCTs HUD USER	ocated within a QCT go to 2022 and 2023
•	QCT Qualified Tracts." In the upper left
then click on "Go."	sical address of the Senior Center, and
j. Status of Current Operations *	
Closed to the public	
Open by appointment/registration only	
Open to members only	
Open to members and the public	

If open, check all programs/services that apply:
Arts, crafts
Benefits application assistance, including Medicare
Entertainment
Exercise/fitness
Games (BINGO, billiards, etc.)
Information and referral services
Lectures, classes, lifelong learning
Congregate or meals to go
Medical Services such as foot care
Social work services/counseling
Support groups
Transportation to medical appointments
Transportation for other errands/needs
k. Approximately how many unduplicated members/participants does the center typically serve annually? If you have a membership, please provide your current membership count. *
I. Number of dedicated senior center full-time staff *
m. Number of dedicated senior center part-time staff *

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the negative public health impact due to COVID-19. There will be an opportunity for

each project for a senior center to describe how it relates to the COVID-19 pandemic.

Working definition and examples of "Facility Improvements": means improvements to senior center infrastructure, which may include capital improvements to promote and encourage older adults to access senior centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and to services and programs designed to mitigate the spread of COVID-19 and/or to respond to the negative public health effects of COVID-19. Examples may include, but are not limited to: building a covered outdoor seating area at the senior center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to senior center and senior center activities to promote better access to the services provided by the senior center including, but not limited to, health services (including vaccines), social services, and social engagement.

Working definition and examples of "Programming": means services and/or events that support social connection and the physical, emotional, spiritual, or educational needs of senior center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior center programming may include purchased items, promotional materials, and services, associated staffing and contracted services associated with providing services or events at a senior center that respond to the negative public health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

What type of project(s) is this senior center funding going to be used? (Check all that apply)

Check here if used for Programming

Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.

Senior Center Profile 4: Information and Project Descriptions

Please complete an entire "Senior Center Profile" for each senior center within your municipality.

1. Senior Center Name *	
a. Street address *	
City/Town *	Zip code *
b. Senior center director name *	
c. Senior center director job title *	
d. Senior Center director email * example@example.com	
Confirm email	

e. Total allocation of ARPA funds for this senior center *

f. The senior center is: *	
Municipal government	
501c(3) non-profit	
g. Senior center director phone *	
(000) 000-0000	
Please enter a valid phone number.	
h. Senior center website address	
I la Nais Cardan Cardan la satud la sancificad account to	** (OOT)0 *
i. Is this Senior Center located in a qualified census tra	ct (QCT)? *
○ Yes ○ No	
) NO	
To determine if your Senior Center is located Small DDAs and QCTs HUD USER	within a QCT go to 2022 and 2023
Under "Map Options" click on "Color QCT Quantum hand corner of the page, enter the physical athen click on "Go."	1.3
j. Status of Current Operations *	
Closed to the public	
Open by appointment/registration only	
Open to members only	
Open to members and the public	

lf or	pen, check all programs/services that apply:
	Arts, crafts
	Benefits application assistance, including Medicare
	Entertainment
	Exercise/fitness
	Games (BINGO, billiards, etc.)
Tanan Carron	Information and referral services
Total and market and	Lectures, classes, lifelong learning
Parket in Parket.	Congregate or meals to go
	Medical Services such as foot care
1	Social work services/counseling
	Support groups
	Transportation to medical appointments
	Transportation for other errands/needs
k. A ann	pproximately how many unduplicated members/participants does the center typically serve ually? If you have a membership, please provide your current membership count. *
1. No	umber of dedicated senior center full-time staff *
m. I	Number of dedicated senior center part-time staff *

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What type of project(s) is this senior center funding going to be used? (Check all that apply)

Check here if used for Programming

Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.

TOTAL FUNDING AMOUNT REQUESTED: This is the total amount of funding for all projects for all municipal-run senior centers within the municipality's limits for which you are requesting ARPA funds. This amount may not exceed the total allocation for your municipality unless your municipality has been allocated ARPA senior center funds from another municipality. In that case, the total request must not exceed the combined allocation for both municipalities. This dollar amount must match the total within the municipality's budget. A municipality may request a portion of their town's allocated ARPA senior center funding but no more than what has been allocated. For municipalities that host non-profit senior centers within their town limits, do NOT include the amount of funding that is allocated to those non-profit senior centers.

Total Funding Amount Requested (For purposes of clarity, please enter your a	answers	with
appropriate comma separations, i.e.: \$100,000 instead of \$100000) *		

\$

SUBMISSION REQUIREMENTS:

Is all ARPA funding allocated to your municipality being allocated to non-profit senior center(s) (ie: NOT municipally-governed/run senior centers))? *
Yes
○ No
Submit this completed application. Your application is NOT complete unless you have uploaded the following forms: *
1 Project budget per municipality
1 Agency Vendor Form
1 IRS Form W-9
Municipal agreement or correspondence between municipalities (if applicable)
Please note: All unleaded forms must be in PDE format. No. IPEG or Microsoft
Please note: All uploaded forms must be in PDF format. No JPEG or Microsoft Word docs will be accepted. Vendor profile forms and W-9s must have matching information, including vendor name, address, and authorized representative name/signature.
Word docs will be accepted. Vendor profile forms and W-9s must have matching information, including vendor name, address, and authorized representative
Word docs will be accepted. Vendor profile forms and W-9s must have matching information, including vendor name, address, and authorized representative name/signature.
Word docs will be accepted. Vendor profile forms and W-9s must have matching information, including vendor name, address, and authorized representative name/signature. Please click here to download the Budget Worksheet and attach it below.
Word docs will be accepted. Vendor profile forms and W-9s must have matching information, including vendor name, address, and authorized representative name/signature. Please click here to download the Budget Worksheet and attach it below.
Word docs will be accepted. Vendor profile forms and W-9s must have matching information, including vendor name, address, and authorized representative name/signature. Please click here to download the Budget Worksheet and attach it below. Attach budget worksheet(s) here *

Please click here to download the Agency Vendor Form and attach it below.

Attach your agency vendor form here *	
Brow	se Files
Drag and c	lrop files here
Please click <u>here</u> to download the IRS Form W-9 and attach it below.	
Attach your IRS Form W-9 here *	,
Browse Files Drag and drop files here	
Name of authorized representative for municipality *	Job title *
Signature *	Date *
	10-25-2023
	Date
Clear	



MEMORANDUM

To: Municipal Leaders and Senior Center Directors

From: Lara Stauning, Staff Attorney, Department of Aging and Disability Services, SUA

Re: Frequently Asked Questions RE: 2022 State ARPA Funding – Statewide Senior

Centers

Date: 04/17/2023

This document provides the Department's responses to frequently asked questions (FAQs) related to American Rescue Plan Act funds that were allocated to Connecticut Senior Centers under Public Act 22-146. These FAQs are intended to aid Senior Centers in the administration and use of these funds in accordance with federal law. This document is intended to be a source of guidance, however, please note that it will be updated occasionally as we have more information.

FAQS:

Q: What Senior Centers are eligible to have projects/needs funded?

A: Municipally based, as well as 501(c)(3) non-profit Senior Centers, are eligible to receive funding through these ARPA funds, so long as they fit the working definition of a "Senior Center."

For the purposes of this funding opportunity, the definition of a Senior Center is: "Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information, referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities."

Q: The "Senior Center" definition states, "...senior centers are defined as those that provide multiple services, including the core services of information, referral and assistance..."; in this case, what does "Information, referral and assistance" mean?

A: To determine whether your older adult programming fits the definition of senior center, please follow the definition of information and assistance that is used by our primary funder, the Older Americans Act.

Information & Assistance is defined under the Older Americans Act (OAA) as: A service for older individuals that— (A) provides the individuals with current information on opportunities and services available to the individuals within their communities, including information relating to assistive technology; (B) assesses the problems and capacities of the individuals; (C) links the individuals to the opportunities and services that are available; (D) to the maximum extent practicable, ensures that the individuals receive the services needed by the individuals, and are aware of the opportunities available to the individuals, by establishing adequate follow-up procedures; and (E) serves the entire community of older individuals, particularly— (i) older individuals with greatest social need; (ii) older individuals with greatest economic need; and (iii) older individuals at risk for institutional placement.

The following is further clarification about these services:

Information & Referral and Assistance (I&R/A) denotes a more in-depth process and more enhanced service than traditional I&R, including individualized access assistance, extensive follow-up and individual advocacy if necessary & requested; it is generally less population-specific, expanding to all people who require assistance with accessing services and their caregivers.

We encourage potential beneficiaries to explore whether the services that they have meet the funding definition of "Senior Center" which includes the definition of information and assistance; further clarification of this service as outlined above. If the municipal entity does not meet the definition of a "Senior Center," the municipality may re-allocate the funds awarded to your community, to another community that does house a Senior Center that may provide service to your community's older adults.

Q: What if our Senior Center is not a stand-alone Senior Center?

A: Senior Centers and Senior Center programming is hosted in a variety of places and spaces, depending on the town- some are stand-alone, and others are embedded within larger community centers or are housed with other departments or organizations.

The Senior Center definition was made to be broad and as inclusive as possible, though it does illustrate that "Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information,

referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities."

Q: Is the \$10 M Statewide Senior Center funding a competitive grant?

A: No. Each Senior Center in Connecticut (municipal and nonprofit) that meets the definition of a "Senior Center" is eligible to receive a portion of the \$10M allocated to their respective municipality. The Allocation Chart was completed and sent out to municipalities on February 10, 2023. Municipalities and Senior Centers are required to work cooperatively to determine a reasonably proportional amount to be allocated to each of the senior centers within their municipalities. Municipalities shall also include any nonprofit senior centers located within the municipality that serves the residents of the municipality.

Q: Is this one-time-only or reoccurring funding?

A: ARPA funding is one-time-only.

Q: When is the submission period?

A: Beneficiary Information Forms (BIF) may be submitted on a rolling basis through 6/28/2024.

Q: Who is the approving/disapproving entity of proposed uses submitted by the senior centers?

A: The State Unit on Aging (SUA) within the Department of Aging and Disability Services will provide a preliminary review of the proposals to ensure that they comply with the acceptable uses under the American Rescue Plan Act (ARPA) and legislative intent. The Office of Policy Management (OPM) will provide final approval of all proposals.

Q: When do awarded funds need to be expended?

A: All awarded funds must be expended by 12/31/2026, however funds must be obligated by contract for projects by 12/31/2024. Any funds not obligated by 12/31/24 and not expended by 12/31/26 must be returned.

Q: Can ARPA funds be expended through 2026?

A: Yes, however, ARPA funds must be **obligated** by 12/31/24. Any ARPA funds not obligated by 12/31/24 must be returned. Funds that are obligated by 12/31/24, must

be expended by 12/31/26. Any funds obligated but not expended by 12/31/26 must be returned. Sec. 31 CFR 35.5, Use of funds.

Q: What does "obligated" mean?

A: Under ARPA "'Obligation' means an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." *Sec. 31 CFR 35.3 Definitions.* In order for funds to be considered obligated, the senior center must commit funds in a written contract or other agreement to a particular eligible use by the end of 2024. Funds may be expended after 2024 so long as the payment occurs before December 31, 2026.

Q: Who is responsible for completing the Beneficiary Information Form (BIF)?

A1: Every municipality who hosts a municipally supported senior center/s and who wishes to receive ARPA funding will identify a representative who will be responsible for completing the BIF. The BIF will include explanations for ALL municipally supported senior centers in that town.

A2: Non-profit senior centers will submit a BIF to identify their proposed plans for ARPA funding. There is a separate and unique BIF that non-profit senior centers will use; upon receipt of the Municipal BIF which identifies the non-profit senior center allocation, the SUA will send the leadership of the non-profit senior center this form to complete. Non-profit senior center leadership may also request this BIF by emailing the SUA at stateunitonaging@ct.gov.

Q: Does my municipality or senior center have to request the full amount of allocated funding?

A: No. Municipalities and senior centers have the choice as to the amount of money they request, so long as the request does exceed the total amount allocated.

Q: How long after I submit the BIF will my municipality/senior center receive the funding?

A: This is dependent administratively on how many BIFs are received and whether the SUA has any additional questions for clarification to approve the plan/s.

Q: What if my municipality's/senior center's proposal does not get approved?

A: The SUA is prepared to work with individual Beneficiaries who may have questions, or who may have challenges identifying eligible projects or in preparing their proposal and

completing the BIF. If an entity submits a proposal that does not comply with ARPA or legislative intent, it may re-apply with a new proposal before the deadline.

Q: Can a Senior Center or municipality revise their plan to use the ARPA funding after they have already submitted their Beneficiary Information Form?

A: Yes, but we strongly encourage Senior Centers and municipalities to take ample time to plan proposed uses thoughtfully and thoroughly before submitting their Beneficiary Information Form to avoid the need to make revisions. The SUA understands that unavoidable circumstances may exist that require a resubmission; we request that municipalities and Senior Centers notify the SUA as soon as possible if they believe a revision will be necessary. Depending on the situation, this may require the submission of an entirely new Beneficiary Information Form. Additionally, depending on SUA capacity, this may result in a delay in the review and approval process.

Q: I am a municipality who has more than one senior center within its town limits. How will the funds be allocated?

A: Each municipality is responsible for creating a distribution plan for the ARPA funds that were allocated to them based on the number of Senior Centers within the municipality or that serve their residents. The distribution plan, that municipalities with more than one Senior Center will be required to submit as part of the Beneficiary Information Form, must indicate the portion of their municipality's total allocation that will be awarded to each Senior Center. Municipalities will also be asked to provide a brief explanation of their basis for how the funds were allocated.

Q: I am a municipality that has a Non-profit Senior Center within its town limits. How are the funds allocated?

A: Municipalities are required to include both municipal and nonprofit senior centers in their distribution plan for the ARPA funds that were allocated to the municipality. The amount allocated to each senior center should be communicated by the municipality to each nonprofit senior center on municipal letterhead, signed by town leadership, to verify the town's decision to make the allocation and the amount of such allocation. The non-profit senior center will submit this within its BIF when requesting their allocation of funds.

Q: I am a municipality that has a non-profit senior center within its town limits. Should I include their plans in our BIF?

A: No. Non-profit Senior Center will be requesting their allocation of funding separately, you as the municipality should NOT include the non-profit's plans, or funding allocation within your municipality's BIF.

Q: I represent a nonprofit Senior Center and wish to request our ARPA funding.

A: Once a municipality has determined the portion of ARPA funding that will be delegated to your nonprofit senior center via the submission of their Beneficiary Information Form (BIF), the SUA will reach out to non-profit senior centers directly. The SUA will provide the nonprofit with a "Beneficiary Information Form" specifically designed for nonprofit senior centers to complete and return to the SUA. **PLEASE NOTE:** Non-profit Senior Centers have a separate BIF to complete to request funds. Leadership within these centers should be completing the "CT Non-Profit Senior Centers ARPA Beneficiary Form".

Q: When you say "mitigate the spread of COVID-19 or respond to the negative impacts of the pandemic" what kinds of connections are you looking for? Can you provide some examples?

A: ARPA Senior Center funds <u>must be used to mitigate the spread of COVID-19 and/or to respond to the negative public health impacts of COVID-19</u>. Submissions must provide an explanation of how the proposed projects achieve one, or both, of these goals. Explicitly state how the proposed project will either mitigate the spread of CODIV-19 or how it will respond to the negative public health impacts. For example: A new HVAC system for better improved air quality for indoor events; Outdoor space to improve ability to provide outdoor programming and to socially distance/include more people; Purchase of registration software: touch-free registration and attendance and exchange-free registration process; renovation of a specific space to make ADA compliant because you've seen an increase in DME (durable medical equipment) of your users/members since coming back after the pandemic.

Q: May a municipality that received a specific line item for their Senior Center in the 2022 state budget (Avon, Dixwell, Eisenhower, Ellington, Orange & Sullivan Senior Centers) wait to submit their Beneficiary Info Form until they are notified of the portion of the \$10M statewide senior center funding that they will be receiving?

A: Yes. Municipalities can wait until they know the amount of the \$10M that their town will be receiving before sending in the Beneficiary Info Form. They, however, will be asked to submit separate Beneficiary Info Forms for each source, one for their specific award and one for their portion of the state-wide award.

Q: May a municipality that received a specific line item for their Senior Center in the 2022 state budget (Avon, Dixwell, Eisenhower, Ellington, Orange & Sullivan Senior Centers) use their individual allocation, along with their portion of the \$10M statewide senior center funding together to support the same project?

A: Yes. ARPA funds may wholly, or partially support projects. Beneficiaries will have the opportunity to identify what other funding streams will be used to support eligible projects within the BIF. ARPA funds can work with ARPA funds (the individual allocation and the portion of the \$10M allocation) to wholly or partially support projects that fall within the eligible uses of "facility improvements" or "programming".

Q: Can funds be used to pay for COVID-19 related costs incurred prior to signing the final beneficiary agreement?

A: This is currently under review.

Q: What is the definition of "capital expenditure" for purposes of ARPA?

A: "Capital expenditures" means expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. Sec. 2 CFR 200.1 Definitions.

Q: What kind of reporting will be mandated for taking part in this opportunity?

A: All Beneficiaries of ARPA Senior Center funds will have the opportunity to report to the State of Connecticut regarding this project. Beneficiaries will be asked questions pertaining to ARPA-funded projects throughout the process and once these projects are complete. All Beneficiaries should have on hand, in the case of an audit, bills and invoices and expense reports associated with the use of ARPA funds. The SUA is developing a periodic report form and an end of project report form that will be distributed at a later date that provides due dates and the specific information requested. Guidance regarding program reporting will be shared before senior center funds are distributed.

Q: I am having difficulty logging into either one of the Beneficiary Information Forms and am getting an error message:

A: Try opening the BIF in an "incognito" or "in-private" window. You may do this by right clicking on the BIF link, "copying" the URL and pasting it into an in-private or incognito window. Review the recording of the SUA's technical assistance sessions regarding the BIF. If you continue to require additional trouble shooting after engaging your own IT resources, please reach out to the State Unit on Aging at stateunitonaging@ct.gov.

Q: What if I cannot complete the Beneficiary Information Form in one sitting? Do I lose all the information that I have entered?

A: The Beneficiary Information Form (also known as the BIF) was designed to allow users to complete a portion of the form and, if necessary, save the progress they made. After clicking on the "Save" button, you will receive an email with a link to the form so you can complete the form at a later time. Users will also be receiving a list of the information that will be requested on the form so they can gather it prior to completion of the form online. **NOTE:** Downloaded documents cannot be saved until the form is completed. Downloaded documents (W-9, Vendor Profile form, Budget and Municipal Contract/Correspondence if applicable) should be downloaded with the final submission.

Q: The BIF isn't allowing me to upload my documents. I cannot submit the whole form until these documents are uploaded.

A: Please note that all uploaded documents MUST be in a PDF (Portable Document Format). No word, excel, jpeg or other kinds of documents will be accepted. Please refer to instructions provided separately as to how to convert certain kinds of documents into a PDF. If you continue to have difficulty converting documents to a PDF after reading the instructions and engaging your own IT support, please reach out to the SUA at stateunitonaging@ct.gov.

Q: While I'm in the form, when I click on "back" or "next" it's not bringing me to the previous/next page; what can I do to make this work?

A: You may have to click "back" or "next" buttons several times to get to the either previous or next page as you move throughout the BIF. This is OK and will be necessary at times to move forward and to eventually submit the form.

Q: Will there be an opportunity to ask questions regarding the project and/or the form?

A1: There are two virtual information sessions that have been scheduled in April 2023. Future Beneficiaries are encouraged to send a representative to one. Sessions will be recorded so if a representative is not able to attend, Beneficiaries may request a recording be sent to them via email. During the session, SUA staff will not only provide a brief overview of the funding opportunity but will also walk through the Beneficiary Information Form (BIF) and will answer general questions pertaining to the project and process.

A2: Any specific questions pertaining to this ARPA funding project must be directed to stateunitonaging@ct.gov. This email is monitored on business days and answers will either be provided directly, or a virtual technical assistance session can be scheduled if necessary between SUA staff and Beneficiaries. Please do not call or email any individual SUA program staff with questions; only use the stateunitonaging@ct.gov email.

Q: How will we receive updates about the ARPA Senior Center funding project?

A: Once a Beneficiary submits their BIF, SUA staff will communicate solely with the identified individual for that entity. If the SUA needs to send out any general communications regarding the ARPA Senior Center funding project, this will be done via email to both Municipal Leadership and Senior Center Leadership, similarly to communications that have previously been sent out regarding this opportunity.

Q: How does our municipal or senior center Representative register for an Information Session?

A: Registration is not necessary. Dates and respective links for Information Sessions are below:

Friday, April 21, 2023 9:30-11:00AM

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 244 129 226 315

Passcode: SkhGwq

Download Teams | Join on the web

Or call in (audio only)

+1 860-840-2075,,131451817# United States,

Hartford

Phone Conference ID: 131 451 817#

Wednesday, April 26, 2023 2:00-3:30PM

Join on your computer, mobile app or room device

Click here to join the meeting Meeting ID: 272 700 739 659

Passcode: sZdjDz

Download Teams | Join on the web

Or call in (audio only)

+1 860-840-2075,,652929719# United States,

Hartford

Phone Conference ID: 652 929 719#



CT Senior Centers ARPA Beneficiaries Information Form

During the 2022 Legislative session, American Rescue Plan Act (ARPA) funds were allocated within the CT Department of Aging and Disability Service's (ADS) budget, to be distributed to Connecticut senior centers; the Department's State Unit on Aging (SUA) has been tasked with administering the funds. Municipalities can use this form to identify allocations for each senior center within the town limits and to request funds for all municipal-run senior center(s) within their town. Municipalities that do not have a senior center within their town limits may contract with another municipality to allocate funds to them, for the benefit of their residents aged 60 years and older. Funds must be used to benefit the senior center and members and must be used in a manner related to the mitigation of COVID-19 or to respond to the negative public health impacts related to COVID-19.

When the SUA receives a municipality's completed form, it will review the information to ensure the anticipated projects are appropriate uses for ARPA funds. If they are, the SUA will work with ADS's finance department to distribute funds to the requesting municipality. Monies distributed to a municipality through this funding opportunity must be used in the way a municipality identifies they are going to be used. Inappropriate use of ARPA funds may result in the state reclaiming these funds from a municipality.

All "CT Senior Centers ARPA Beneficiaries Information" forms must be completed and submitted by 4:00 p.m. on Friday, June 28, 2024.

For the purposes of this funding opportunity, the definition of a senior center is: "Senior centers include municipal senior centers and 501(c)(3) senior centers. For the purposes of this funding opportunity, senior centers are defined as those that provide multiple services including the core services of information, referral, and assistance. Additional services could include nutrition, wellness, educational, social, and recreational activities."

Please provide complete and accurate information so the State Unit on Aging can review and process your request.

Name of municipality *

Street address *
City/Town *
Zip code *
Name of authorized representative for the municipality (the person who will be signing this form) *
Street address *
City/Town *
Zip code *
Job title *
Phone number *
Please enter a valid phone number.
Email *

If the senior center authorized representative is also the designee, click here

Name of designee for the municipality *
Street address *
City/Town *
Zip code *
Job title *
Phone number *
Please enter a valid phone number.
Email *
A Unique Entity Identifier (UEI) is required for all organizations and municipalities to receive federal funds
UEI Number *

If you don't already have a UEI number, you can go to: sam.gov/content/duns-uei to get one. This page provides step by step directions for getting a UEI to replace your DUNS number if you haven't done so already
FEIN *
Name of primary person to whom communications should be sent *
Street address *
City/Town *
Zip code *
Job title * Phone Number *
Please enter a valid phone number.
Email *
Name of alternate person to whom communications should be sent
Street address

City/Town
Zip code
Job title
Phone number
Please enter a valid phone number.
Email
Finance Contact Person *
Finance Contact Person Job title *
Finance Contact Person Phone number *
Please enter a valid phone number.
Finance Contact Person Email *

How do you wish to receive funding? *
Check
ACH (automated clearing house)
*If you wish to receive payment via ACH (also known as a direct deposit) please set that up with the Office of the State Comptroller (OSC): <u>Vendor Resources - OSC</u>
the office of the State comptioner (030). <u>Vendor Resources - 030</u>
In which Area Agency on Aging (AAA) region are you located? *
If you do not know within which region your town is located, please check with the following link: Area Agencies on Aging (ct.gov)
How many senior centers are in your municipality? *
Municipalities who do not have a Senior Center within their town limits may contract with another municipality, allocating funds to them, for the benefit of their Residents aged 60 years and older.
The definition of a Senior Center is: "Senior centers include municipal senior centers and 501(c)(3)
senior centers. For the purposes of this funding opportunity, senior centers are defined as those that
provide multiple services including the core services of information, referral, and assistance.
Additional services could include nutrition, wellness, educational, social, and recreational activities."
If you do not have any Centers within your municipality, will you be contracting with another
municipality for Senior Center services? *
municipality for Senior Center services? * Yes
Yes
Yes No
Yes No
Yes No N/A
Yes No N/A If yes, which municipality will you contract with?
Yes No N/A If yes, which municipality will you contract with? Has another municipality allocated their ARPA Senior Center funding to your municipality?
Yes No N/A If yes, which municipality will you contract with? Has another municipality allocated their ARPA Senior Center funding to your municipality? Yes
Yes No N/A If yes, which municipality will you contract with? Has another municipality allocated their ARPA Senior Center funding to your municipality?

If yes, which municipality?

Every municipality requesting funds has an obligation to support every senior center within its town limits, including 501c(3) non-profit Senior Centers. See the definition of "senior centers" at the beginning of this application and in the introduction letter from Commissioner Porter. If your municipality hosts multiple senior centers, you will have to determine a funding allocation for each senior center. Information that municipalities may take into consideration when determining this amount for each senior center include: usership/membership of the senior center, safety needs of users, staff and volunteers of the senior center, current and anticipated needs of the senior center (according to senior center leadership), and the annual budget of the senior center. If your municipality hosts multiple centers, please describe how you plan to determine funding amounts for each senior center within your municipality.

0/500

Senior Center Profile 1: Information and Project Descriptions

Please complete an entire "Senior Center Profile" for each senior center within your municipality.

- 1. Senior Center Name *
- a. Street address *

City/Town *

Zip code *

b. Senior Center Director Name *

c. Senior Center Director job title *
d. Senior Center Director email *
e. Total allocation of ARPA funds for this senior center *
f. The senior center is: *
Municipal government
501c(3) non-profit
g. Senior Center Director phone *
Please enter a valid phone number.
h. Senior center website address
i. Is this Senior Center located in a qualified census tract (QCT)? *
Yes
No
To determine if your Senior Center is located within a QCT go to 2022 and 2023 Small DDAs and QCTs HUD USER
Under "Map Options" click on "Color QCT Qualified Tracts." In the upper left hand corner of the page, enter the physical address of the Senior Center, and then click on "Go."

j. Status of Current Operations *

Closed to the public

Open by appointment/registration only

Open to members only

Open to members and the public

If open, check all programs/services that apply:

Arts, crafts

Benefits application assistance, including Medicare

Entertainment

Exercise/fitness

Games (BINGO, billiards, etc.)

Information and referral services

Lectures, classes, lifelong learning

Congregate or meals to go

Medical Services such as foot care

Social work services/counseling

Support groups

Transportation to medical appointments

Transportation for other errands/needs

- k. Approximately how many unduplicated members/participants does the center typically serve annually? If you have a membership, please provide your current membership count. *
- I. Number of dedicated senior center full-time staff *
- m. Number of dedicated senior center part-time staff *

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the negative public health impact due to COVID-19. There will be an opportunity for each project for a senior center to describe how it relates to the COVID-19 pandemic

Working definition and examples of "Facility Improvements": means improvements to senior center infrastructure, which may include capital improvements to promote and encourage older

adults to access senior centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and to services and programs designed to mitigate the spread of COVID-19 and/or to respond to the negative public health effects of COVID-19. Examples may include, but are not limited to: building a covered outdoor

seating area at the senior center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor

spaces to allow for social distancing; or purchase of vehicles to provide transport to senior center and senior center activities to promote better access to the services provided by the senior center including, but not limited to, health services (including vaccines), social services, and social engagement.

Working definition and examples of "Programming": means services and/or events that support social connection and the physical, emotional, spiritual, or educational needs of senior center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. senior center programming may include purchased items, promotional materials, and services, associated staffing and contracted services associated with providing services or events at a senior center that respond to the negative public health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

What type of project(s) is this senior center funding going to be used? (Check all that apply)

Check here if used for Facility Improvements

Check here if used for Programming

Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Facility Improvements

Project Description: This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).

0/250
COVID-Relation: How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?
0/500
Project Detail: Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.
0/1000
Project Budget: Do you anticipate this project will wholly be funded using ARPA funding?
Yes No
If no, what other sources of funding do you anticipate using?
Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this senior center.

Project Timeline: Provide the anticipated start and end dates of the project, along with an anticipated schedule of major milestones. Please note that all ARPA funds must be obligated by December 31st, 2024 and expended by December 31st, 2026.
0/500
Equity Efforts: Discuss if and how the project is promoting equitable outcomes. Keep the following questions in mind to help guide your answer: Are there particular historically underserved, marginalized, or adversely affected groups that your Senior Center intends to serve? How are intended outcomes focused on closing gaps and/or reaching universal levels of service?
0/500
Community Engagement Efforts: Discuss if and how the project is incorporating community engagement strategies. Some examples of strategies include community meetings, focus groups, resident surveys, as well as person-centered and strategic planning activities.
0/500
Programming

Project Description: This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).
0/250
COVID-Relation: How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?
0/500
Project Detail: Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.
0/1000
Project Budget: Do you anticipate this project will wholly be funded using ARPA funding? Yes No
If no, what other sources of funding do you anticipate using?
Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this senior center.

Project Timeline: Provide the anticipated start and end dates of the project, along with an anticipated schedule of major milestones. Please note that all ARPA funds must be obligated by December 31st, 2024 and expended by December 31st, 2026.
0/500
Equity Efforts: Discuss if and how the project is promoting equitable outcomes. Keep the following questions in mind to help guide your answer: Are there particular historically underserved, marginalized, or adversely affected groups that your Senior Center intends to serve? How are intended outcomes focused on closing gaps and/or reaching universal levels of service?
0/500
Community Engagement Efforts: Discuss if and how the project is incorporating community engagement strategies. Some examples of strategies include community meetings, focus groups, resident surveys, as well as person-centered and strategic planning activities.
0/500

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.
Senior Center Profile 2: Information and Project Descriptions
Please complete an entire "Senior Center Profile" for each senior center within your municipality.
1. Senior Center Name *
a. Street address *
City/Town *
Zip code *
b. Senior Center director name *
c. Senior Center director job title *
d. Senior Center director email *
e. Total allocation of ARPA funds for this senior center *

f. The senior center is: *

g. Senior center director phone *

Please enter a valid phone number.

h. Senior center website address

i. Is this Senior Center located in a qualified census tract (QCT)? *

Yes

No

To determine if your Senior Center is located within a QCT go to 2022 and 2023 Small DDAs and QCTs | HUD USER

Under "Map Options" click on "Color QCT Qualified Tracts." In the upper left hand corner of the page, enter the physical address of the Senior Center, and then click on "Go."

j. Status of Current Operations *

Closed to the public

Open by appointment/registration only

Open to members only

Open to members and the public

If open, check all programs/services that apply:

Arts, crafts

Benefits application assistance, including Medicare

Entertainment

Exercise/fitness

Games (BINGO,billiards, etc.)

Information and referral services

Lectures, classes, lifelong learning

Congregate or meals to go

Medical Services such as foot care

Social work services/counseling

Support groups

Transportation to medical appointments

Transportation for other errands/needs

- k. Approximately how many unduplicated members/participants does the center typically serve annually? If you have a membership, please provide your current membership count. *
- I. Number of dedicated senior center full-time staff *
- m. Number of dedicated senior center part-time staff *

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the negative public health impact due to COVID-19. There will be an opportunity for each project for a senior center to describe how it relates to the COVID-19 pandemic.

Working definition and examples of "Facility Improvements": means improvements to senior center infrastructure, which may include capital improvements to promote and encourage older adults to access senior centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and to services and programs designed to mitigate the spread of COVID-19 and/or to respond to the negative public health effects of COVID-19. Examples may include, but are not limited to: building a covered outdoor seating area at the senior center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to senior center and senior center activities to promote better access to the services provided by the senior center including, but not limited to, health services (including vaccines), social services, and social engagement.

Working definition and examples of "Programming": means services and/or events that support social connection and the physical, emotional, spiritual, or educational needs of senior center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior center programming may include purchased items, promotional materials, and services, associated staffing and contracted services associated with providing services or events at a senior center that respond to the negative public health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

What type of project(s) is this senior center funding going to be used? (Check all that apply)

Check here if used for Facility Improvements

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Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Facility Improvements

Project Description: This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).

0/250

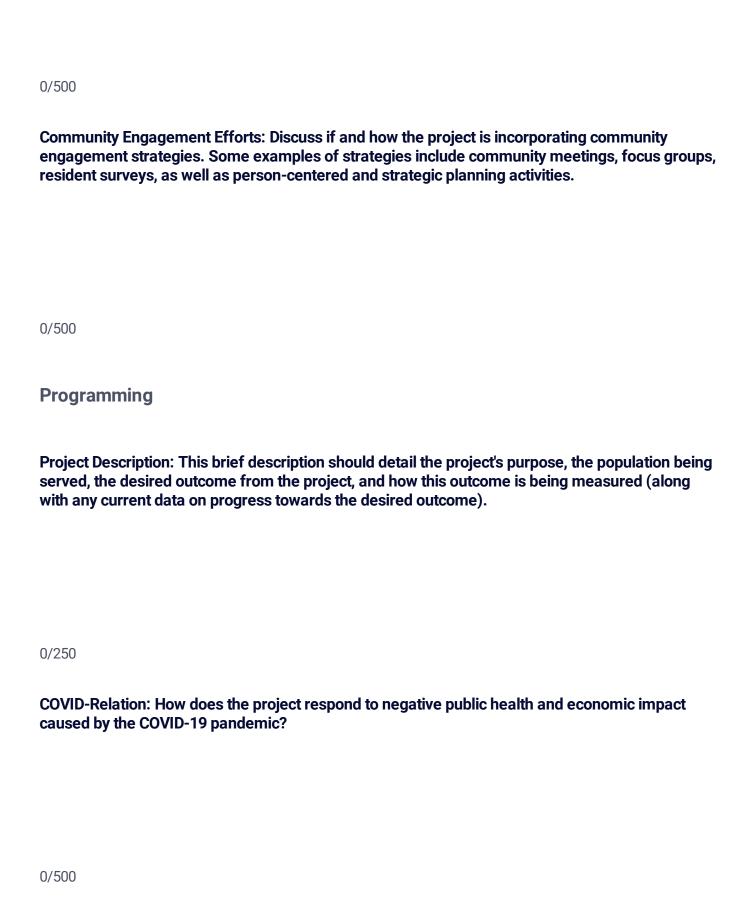
COVID-Relation: How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?

0/500

Project Detail: Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.

Equity Efforts: Discuss if and how the project is promoting equitable outcomes. Keep the following questions in mind to help guide your answer: Are there particular historically underserved, marginalized, or adversely affected groups that your Senior Center intends to serve? How are intended outcomes focused on closing gaps and/or reaching universal levels of service?

0/500



Project Detail: Overview of main activities of the project, the approximate timeline, primary

20°

delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.
0/1000
Project Budget: Do you anticipate this project will wholly be funded using ARPA funding? Yes No
If no, what other sources of funding do you anticipate using?
Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this senior center.
Project Timeline: Provide the anticipated start and end dates of the project, along with an anticipated schedule of major milestones. Please note that all ARPA funds must be obligated by December 31st, 2024 and expended by December 31st, 2026.
0/500
Equity Efforts: Discuss if and how the project is promoting equitable outcomes. Keep the following questions in mind to help guide your answer: Are there particular historically underserved, marginalized, or adversely affected groups that your Senior Center intends to serve? How are intended outcomes focused on closing gaps and/or reaching universal levels of service?

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Community Engagement Efforts: Discuss if and how the project is incorporating community engagement strategies. Some examples of strategies include community meetings, focus groups, resident surveys, as well as person-centered and strategic planning activities.

0/500

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.

Senior Center Profile 3: Information and Project Descriptions

Please complete an entire "Senior Center Profile" for each Senior Center within your municipality.

- 1. Senior Center Name *
- a. Street address *

City/Town *

Zip code *

b. Senior Center director name *
c. Senior Center director job title *
d. Senior Center director email *
e. Total allocation of ARPA funds for this senior center *
f. The senior center is: *
Municipal government
501c(3) non-profit
g. Senior center director phone *
Please enter a valid phone number. h. Senior center website address
i. Is this Senior Center located in a qualified census tract (QCT)? *
Yes No
To determine if your Senior Center is located within a QCT go to 2022 and 2023 Small DDAs and QCTs HUD USER
Under "Map Options" click on "Color QCT Qualified Tracts." In the upper left hand corner of the page, enter the physical address of the Senior Center, and then click on "Go."
j. Status of Current Operations *

Closed to the public
Open by appointment/registration only
Open to members only
Open to members and the public

If open, check all programs/services that apply:

Arts, crafts

Benefits application assistance, including Medicare

Entertainment

Exercise/fitness

Games (BINGO, billiards, etc.)

Information and referral services

Lectures, classes, lifelong learning

Congregate or meals to go

Medical Services such as foot care

Social work services/counseling

Support groups

Transportation to medical appointments

Transportation for other errands/needs

- k. Approximately how many unduplicated members/participants does the center typically serve annually? If you have a membership, please provide your current membership count. *
- I. Number of dedicated senior center full-time staff *
- m. Number of dedicated senior center part-time staff *

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the negative public health impact due to COVID-19. There will be an opportunity for each project for a senior center to describe how it relates to the COVID-19 pandemic.

Working definition and examples of "Facility Improvements": means improvements to senior center infrastructure, which may include capital improvements to promote and encourage older adults to access senior centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and to services and programs designed to mitigate the spread of COVID-19 and/or to respond to the negative public health effects of COVID-19. Examples may include, but are not limited to: building a covered outdoor

seating area at the senior center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to senior center and senior center activities to promote better access to the services provided by the senior center including, but not limited to, health services (including vaccines), social services, and social engagement.

Working definition and examples of "Programming": means services and/or events that support social connection and the physical, emotional, spiritual, or educational needs of senior center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior center programming may include purchased items, promotional materials, and services, associated staffing and contracted services associated with providing services or events at a senior center that respond to the negative public health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

What type of project(s) is this senior center funding going to be used? (Check all that apply)

Check here if used for Facility Improvements

Check here if used for Programming

Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Facility Improvements

Project Description: This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).

COVID-Relation: How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?

0/500

Project Detail: Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.

0/1000

Project Budget: Do you anticipate this project will wholly be funded using ARPA funding?

Yes

No

If no, what other sources of funding do you anticipate using?

Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this senior center.

Project Timeline: Provide the anticipated start and end dates of the project, along with an anticipated schedule of major milestones. Please note that all ARPA funds must be obligated by December 31st, 2024 and expended by December 31st, 2026.
0/500
Equity Efforts: Discuss if and how the project is promoting equitable outcomes. Keep the following questions in mind to help guide your answer: Are there particular historically underserved, marginalized, or adversely affected groups that your Senior Center intends to serve? How are intended outcomes focused on closing gaps and/or reaching universal levels of service?
0/500
Community Engagement Efforts: Discuss if and how the project is incorporating community engagement strategies. Some examples of strategies include community meetings, focus groups, resident surveys, as well as person-centered and strategic planning activities.
0/500
Programming

Project Description: This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).
0/250
COVID-Relation: How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?
0/500
Project Detail: Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.
0/1000
Project Budget: Do you anticipate this project will wholly be funded using ARPA funding?
Yes
No
If no, what other sources of funding do you anticipate using?
Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this senior center.

Project Timeline: Provide the anticipated start and end dates of the project, along with an anticipated schedule of major milestones. Please note that all ARPA funds must be obligated by December 31st, 2024 and expended by December 31st, 2026.
0/500
Equity Efforts: Discuss if and how the project is promoting equitable outcomes. Keep the following questions in mind to help guide your answer: Are there particular historically underserved, marginalized, or adversely affected groups that your Senior Center intends to serve? How are intended outcomes focused on closing gaps and/or reaching universal levels of service?
0/500 Community Engagement Efforts: Discuss if and how the project is incorporating community
engagement strategies. Some examples of strategies include community meetings, focus groups, resident surveys, as well as person-centered and strategic planning activities.
0/500

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.
Senior Center Profile 4: Information and Project Descriptions
Please complete an entire "Senior Center Profile" for each senior center within your municipality.
1. Senior Center Name *
a. Street address *
City/Town *
Zip code *
b. Senior center director name *
c. Senior center director job title *
d. Senior Center director email *

- e. Total allocation of ARPA funds for this senior center *
- f. The senior center is: *

g. Senior center director phone *

Please enter a valid phone number.

h. Senior center website address

i. Is this Senior Center located in a qualified census tract (QCT)? *

Yes

No

To determine if your Senior Center is located within a QCT go to 2022 and 2023 Small DDAs and QCTs | HUD USER

Under "Map Options" click on "Color QCT Qualified Tracts." In the upper left hand corner of the page, enter the physical address of the Senior Center, and then click on "Go."

j. Status of Current Operations *

Closed to the public

Open by appointment/registration only

Open to members only

Open to members and the public

If open, check all programs/services that apply:

Arts, crafts

Benefits application assistance, including Medicare

Entertainment

Exercise/fitness

Games (BINGO, billiards, etc.)

Information and referral services

Lectures, classes, lifelong learning

Congregate or meals to go

Medical Services such as foot care

Social work services/counseling

Support groups

Transportation to medical appointments

Transportation for other errands/needs

- k. Approximately how many unduplicated members/participants does the center typically serve annually? If you have a membership, please provide your current membership count. *
- I. Number of dedicated senior center full-time staff *
- m. Number of dedicated senior center part-time staff *

ARPA senior center funds may be used for facility improvements or programming that mitigate the spread of COVID-19 and/or respond to the negative public health impact due to COVID-19. There will be an opportunity for each project for a Senior Center to describe how it relates to the COVID-19 pandemic.

Working definition and examples of "Facility Improvements": means improvements to senior center infrastructure, which may include capital improvements to promote and encourage older adults to access senior centers. Improvements that encourage healthier living environments, outdoor recreation, socialization, connection amongst older adults and to services and programs designed to mitigate the spread of COVID-19 and/or to respond to the negative public health effects of COVID-19. Examples may include, but are not limited to: building a covered outdoor seating area at the senior center for participants to allow for social distancing; upgrades to HVAC systems that provide better air filtration; building modifications to reconfigure or enlarge indoor spaces to allow for social distancing; or purchase of vehicles to provide transport to senior center and senior center activities to promote better access to the services provided by the senior center including, but not limited to, health services (including vaccines), social services, and social engagement.

Working definition and examples of "Programming": means services and/or events that support social connection and the physical, emotional, spiritual, or educational needs of senior center members, while supplying opportunities for enriching quality of life, expanding interests, tapping potential, and developing talents. Senior center programming may include purchased items, promotional materials, and services, associated staffing and contracted services associated with providing services or events at a senior center that respond to the negative public health impact of COVID-19. Examples may include but are not limited to: extended hours and associated needed staffing to attract new members; contracted mental health services; registration software and equipment that encourage social distancing; or credit card systems that discourage cash/check exchange between individuals.

What type of project(s) is this senior center funding going to be used? (Check all that apply)

Check here if used for Facility Improvements

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Please complete "Project Description", "COVID-Relation" "Project Detail", "Project Budget" "Equity Efforts" and "Community Engagement Efforts" for each anticipated project at each Senior Center within your municipality:

Facility Improvements

Project Description: This brief description should detail the project's purpose, the population being served, the desired outcome from the project, and how this outcome is being measured (along with any current data on progress towards the desired outcome).

0/250

COVID-Relation: How does the project respond to negative public health and economic impact caused by the COVID-19 pandemic?

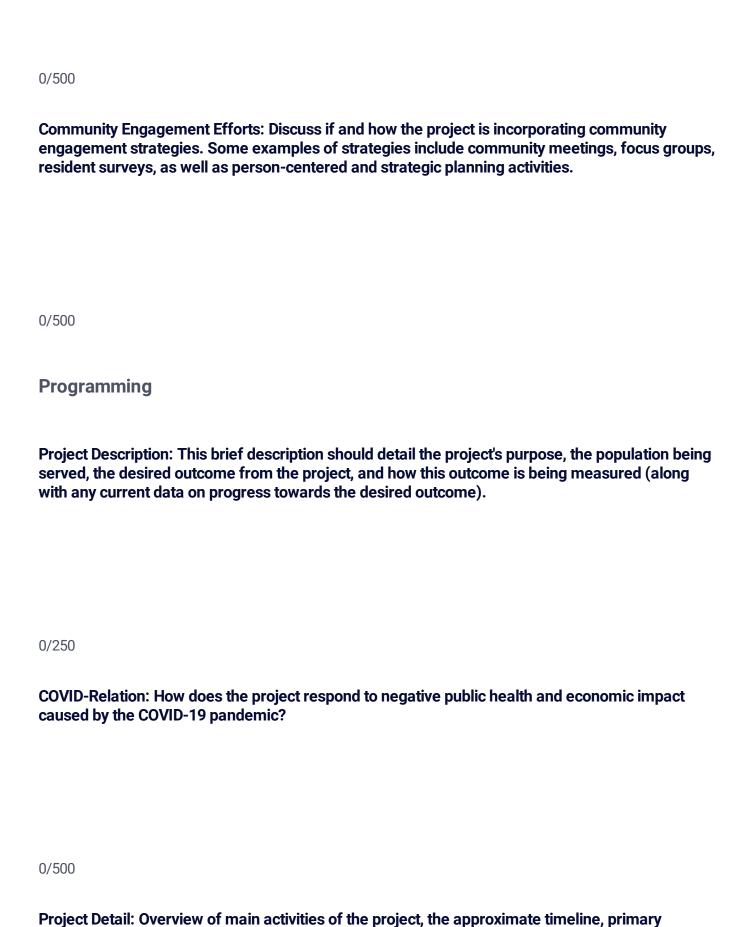
0/500

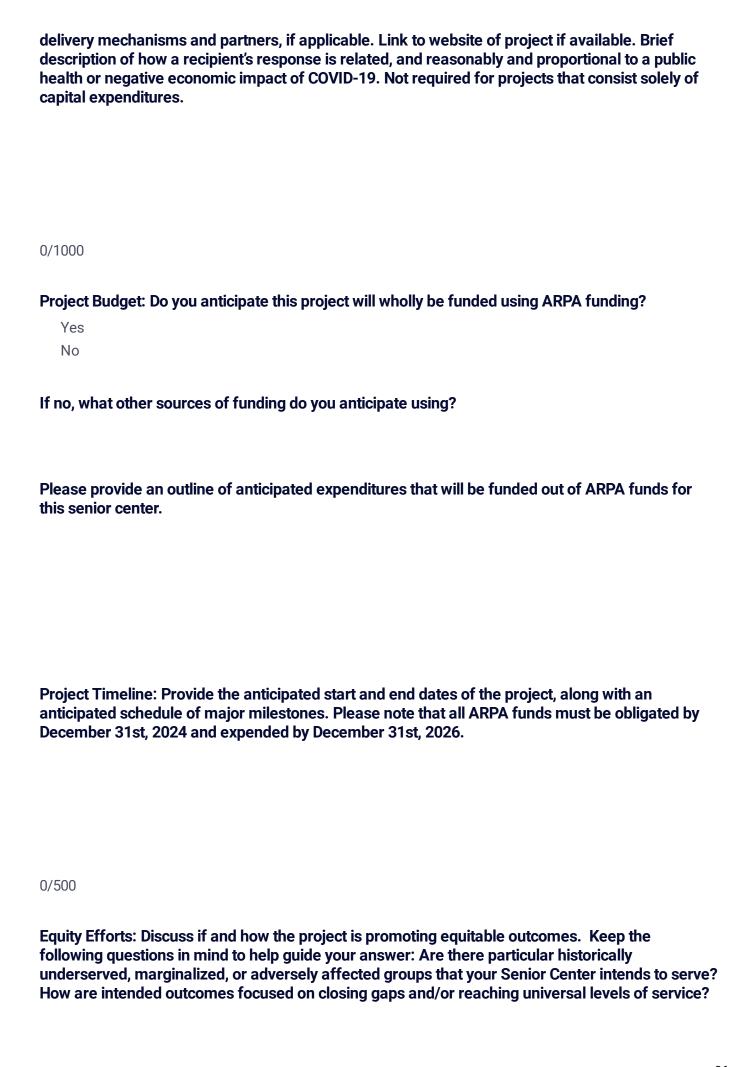
Project Detail: Overview of main activities of the project, the approximate timeline, primary delivery mechanisms and partners, if applicable. Link to website of project if available. Brief description of how a recipient's response is related, and reasonably and proportional to a public health or negative economic impact of COVID-19. Not required for projects that consist solely of capital expenditures.

0/1000
Project Budget: Do you anticipate this project will wholly be funded using ARPA funding? Yes No
If no, what other sources of funding do you anticipate using?
Please provide an outline of anticipated expenditures that will be funded out of ARPA funds for this senior center.
Project Timeline: Provide the anticipated start and end dates of the project, along with an anticipated schedule of major milestones. Please note that all ARPA funds must be obligated by December 31st, 2024 and expended by December 31st, 2026.

Equity Efforts: Discuss if and how the project is promoting equitable outcomes. Keep the following questions in mind to help guide your answer: Are there particular historically underserved, marginalized, or adversely affected groups that your Senior Center intends to serve? How are intended outcomes focused on closing gaps and/or reaching universal levels of service?

0/500





0/500

Community Engagement Efforts: Discuss if and how the project is incorporating community engagement strategies. Some examples of strategies include community meetings, focus groups, resident surveys, as well as person-centered and strategic planning activities.

0/500

Thank you for the information regarding this non-profit senior center. The State Unit on Aging will directly reach out to this Senior Center's leadership so they can provide further information regarding their ARPA funding allocation.

TOTAL FUNDING AMOUNT REQUESTED: This is the total amount of funding for all projects for all municipal-run senior centers within the municipality's limits for which you are requesting ARPA funds. This amount may not exceed the total allocation for your municipality unless your municipality has been allocated ARPA senior center funds from another municipality. In that case, the total request must not exceed the combined allocation for both municipalities. This dollar amount must match the total within the municipality's budget. A municipality may request a portion of their town's allocated ARPA senior center funding but no more than what has been allocated. For municipalities that host non-profit senior centers within their town limits, do NOT include the amount of funding that is allocated to those non-profit senior centers.

Total Funding Amount Requested (For purposes of clarity, please enter your answers with appropriate comma separations, i.e.: \$100,000 instead of \$100000) *

SUBMISSION REQUIREMENTS:

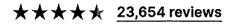
Submit this completed application. Your application is NOT complete unless you have uploaded the following forms: *

1 IRS Form W-9
Municipal agreement or correspondence between municipalities (if applicable)
Please note: All uploaded forms must be in PDF format. No JPEG or Microsoft Word docs will be accepted. Vendor profile forms and W-9s must have matching information, including vendor name, address, and authorized representative name/signature.
Please click here to download the Budget Worksheet and attach it below.
Please click here to download the Agency Vendor Form and attach it below.
Please click here to download the IRS Form W-9 and attach it below.
Theade onek <u>itere</u> to download the fixer of
Name of authorized representative for municipality (or designee) *
Job title *
Job title "
Date *
Month Day Year

1 Agency Vendor Form

Explore Bike > Shop Bike

Peloton Bike



Ways to shop

Compare pricing

Buy • New

\$1,445

Membership separate

- · Includes delivery and setup
- 30-day risk-free home trial2
- · Comes with a worry-free warranty
- Peloton All-Access Membership (\$44/mo) separate*

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\cup	Buy	٠	Refurbished

\$1,145

Membership separate

Rent	
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\$89/mo

Membership included

Add cycling shoes

Peloton Bike pedals require shoes with Delta-compatible cleats providing more control and power while pedaling.

Cycling	Shoes
Cycillig	011000



Add to cart

Menu

What can we help you find today? Q



West Hartford

Cart

Top Deals

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Deal of the Day

My Best Buy Memberships

Account

Recently Viewed

Order Status

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Best Buy > Health, Wellness & Fitness > Exercise & Fitness Equipment > Cardio Equipment > Elliptical Machines





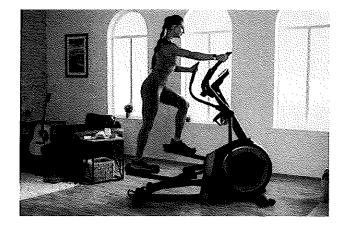












Specifications

Membership Program

iFit

Membership Period

30-Days

Product Length

68.5 inches

Product Width

25 inches

Product Height

67.75 inches

Product Weight

200 pounds

30-day IFIt included

ProForm - Carbon EL - Black

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3.4 (40 Reviews)

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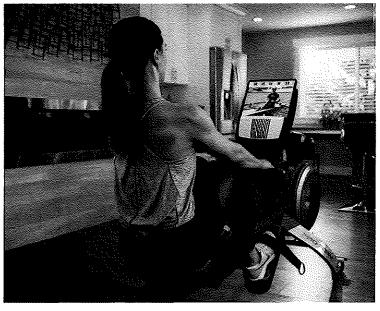
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Pro 750R Rower

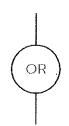


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Home > Strength & Weight Training > Weight Benches > Adjustable Weight Bench

ADJUSTABLE WEIGHT BENCH

\$129.99 ***** 30 reviews





Reach your rep goals at home or in the gym with the Pros Adjustable Weight Bench! It's 100% adjustable and fold compact, easy storage. Now you don't have to worry abo and immobile weight lifting bench sets that require floor: all times. With 7 adjustment positions available, you car bench press and work all the muscle groups you would at a training facility. Choose from two options, either the ac weight bench itself or with the adjustable resistance bar included resistance bands offer low impact alternative to and are perfect for beginners.

Type Qty
with Resistance Ban 1 ADD TO CART SHOP NAMAZON





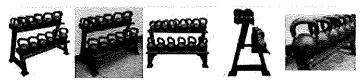




There's a fresh take on traditional exercise benches with the ProsourceFit Adjustable Weight Bench. Designed for easy storage and minimal assembly, adjustable weight bench opens up into an incline workout to fitness enthusiasts who don't want to keep their workout to fitness enthusiasts who don't want to keep their workout to fitness enthusiasts who don't want to keep their workout to fitness enthusiasts who don't want to keep their workout to fitness enthusiasts who don't want to keep their workout the adjustable resistance bands. The resistance bands offer versatile workouts with low-impact for beginners and those in physical therapy. Simple bands on the front foot to start working out and remove when desired. Made of heavy-duty steel and covered in PU Leather, it is the best gym bench maintenance and durability. Non-slip PU leather allows for more control during workouts no matter which backrest position you choose from. For ext the base is covered with a large rubber cover, so the flat bench doesn't move or slip no matter the intensity of the workout. If comfort is your concern exercise bench spares nothing! High density cotton foam padding provides superior cushion for sit bones during seated bicep curls and for your back bench presses. Foam covers on leg brace provide soft comfort to your ankles during abdominal curl or leg lifts. With minimal assembly required and s this is the best workout bench for the home and gym (and won't affect your Feng Shui)!

- 100% foldable design for compact storage
- · Adjustable and inclines to 7 workout bench positions
- · Ideal for strength training, weight lifting, general fitness or ab and leg work
- PU Leather is water and tear resistant for easy maintenance & withstands frequent use
- . Made of heavy duty steel that can hold up to 500 lb
- · 2 clip-on resistance bands with handles included





Q CLICK IMAGES TO ENLARGE

18-Piece Commercial Grade Cast Iron Kettlebell Set with Storage Rack

Item #: Y13754

\$1,699.00

Quantity: 0

ADD TO CART



PRODUCT DETAILS

Elevate your fitness center with our comprehensive 18-Piece Commercial Grade Cast Iron Kettlebell Set. **Temporarily Sold Out. Estimated in stock Late October. Reserve Yours Today!** Engage multiple muscle groups for a complete full-body workout. Equip your gym with this exceptional kettlebell set and stand out from the competition. Attract fitness enthusiasts seeking variety, challenge, and progression in their workouts. Each weight level is equipped with two kettlebells, providing versatility and scalability for every fitness level. Engaging multiple muscle groups simultaneously, these kettlebells offer an unparalleled full-body workout experience.

The full set allows for a wide variety of exercises based on the specific weight required by each muscle group. Multiple weight levels allow the athlete to set goals and gradually increase weights over time.

Let our professional grade kettlebell set help you achieve your fitness goals. Combine a cardiovascular workout with strength training and start enjoying the many benefits and efficiencies of a kettlebell workout now.

Google Shopping

rubber floor tiles for gym

:::

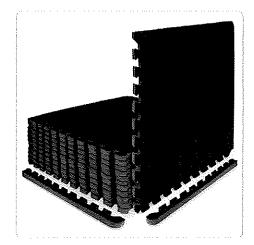
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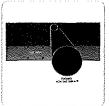
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Dismiss Learn more

Prosourcefit Rubber Top Exercise Puzzle Mat 3/4-in 48sqft - Blue

(14)







Color: Blue





Size: 48 Sq Ft

- · PROTECTIVE, PADDED FLOORING High-quality, textured tiles turn your hard floors into a comfortable, cushioned workout space.
- EASY ASSEMBLY The simple puzzle edge design makes assembly a breeze. Easily connect, disassemble and move tiles around.
- · 1 Gym Flooring Mat.

Buying options

About these results

GREAT PICK

Visit site

Visit site

Visit site

\$134.91

+\$8.57 est. tax

Free delivery

30-day returns

Amazon.com

Top Quality Store · 4.6/5 (2.7K)

\$149.99

+\$9.52 est. tax

Free delivery by Fri, Sep 29

30-day returns

ProsourceFit

PayPai, Google Pay, Shop Pay accepted

\$191.52

+\$12.48 est. tax

\$5.00 delivery

Home Depot

Top Quality Store · 4.3/5 (1K)

PayPal accepted

Compare prices from 5+ stores

Typical prices across the web

\$134.91 at Amazon.com

\$130 Low

\$151 High

Report a listing

Product details

The ProsourceFit Rubber Top Exercise Puzzle Mat ¾ inch is the perfect flooring to turn any space into a fitness area. Protect your floors and yourself during workouts with these %-inch dual-layer tiles. The rubber top is a durable, textured surface to prevent slips and resists ... More

Reviews

14 reviews

5 star 4 star 3 star

2 star

https://www.google.com/shopping/product/17353852161152405963?q=rubber+floor+tiles+for+gym&prds=opd:15544314411989143660,rsk:PC_21571... 1/3

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Furniture Outdoor Bedding & Bath Rugs Décor & Pillows Organization Lighting Kitchen Boby & Kids Home Improvement Appliances Pet Holiday Shop by Room Sole

← Back to Results School Furniture and Supplies / School Furniture / School Chairs & Seating / Folding Chairs / SKU: UBEO2219



Plastic Padded Folding Chair (Set of 6)

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由由由自在 4.5 33 Reviews

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What We Offer



5 Year Protection Plan for \$22.99
What's Covered

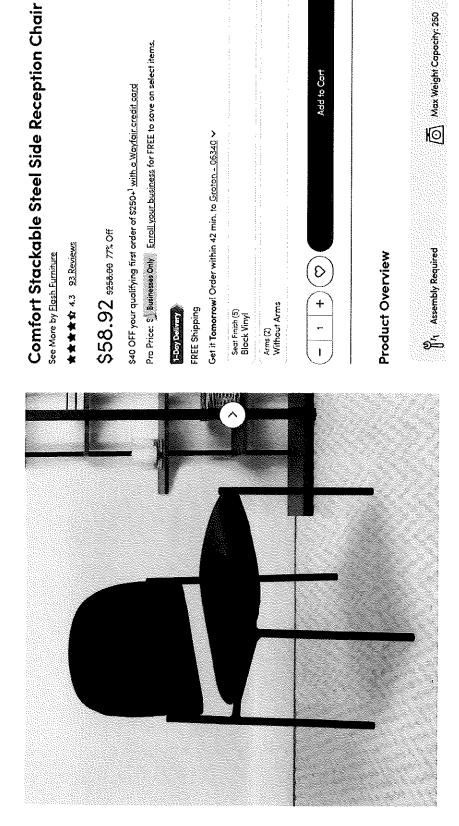
Product Overview

Q Find anything home...

Furniture Outdoor Bedding & Bath Rugs Décor & Pillows Organization Lighting Kitchen Baby & Kids Home Improvement Appliances Pet Holiday Shap by Room Sale

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School Furniture and Supplies / School Furniture / School Chairs & Seating / Stackable & Nesting Chairs / Black Stackable & Nesting Chairs / SKU: FFC1016





Google Shopping

70 inch round plastic dining table

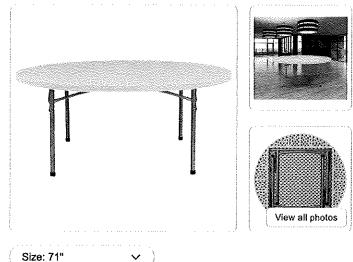
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71" Round Folding Table, Plastic National Public Seating



- Lightly textured surface to resist scratching.
- Gravity slide lock or snap lock, for extra stability.
- Weight 63 lbs.

Product details

Perfect for use as additional dining space, this plastic folding table is great for parties and game nights. The folding utility table is made with a steel frame to withstand heavy weights and extended use. The folding dinner table is also resistant to weather, so you can use it ... More

Buying options

About these results

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\$173.20

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\$276.64

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\$55.00 delivery

Home Depot

Top Quality Store • 4.3/5 (1K)

PayPal accepted

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+\$53.44 est. tax

\$564.90 delivery by Thu, Sep 28

30-day returns

WebstaurantStore.com

Top Quality Store · 4.6/5 (17.7K)

Compare prices from 25+ stores

Typical prices across the web

\$173,20 at Stage Depot

\$345

High

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Reviews

5 star

3 star 2 star

130 reviews

1 star

Well made (23)

Easy to store (18) (Easy to move (16) (Easy to set up (12))

Attractive (12)

Durable (11)

Would definitely buy these again.

November 15, 2022

CLUFF'S INC. DBA CLUFF CARPET ONE FLOOR & HOME 118 CROSS ROAD WATERFORD, CT 06385

Telephone: 860-447-0383 Fax: 860-443-8958

QUOTE

QUOTE

Sold To
TOWN OF LEDYARD
12 VAN TASSEL DR.
GALES FERRY, CT 06335

Ship To

TOWN OF LEDYARD
12 VAN TASSEL DR.
GALES FERRY, CT 06335

Quote Date	1ele #1	PO Number	Quote Number
10/06/23	860-464-0478	MATERIAL ONLY	ES300905

Inventory	Style/Item	Color/Description	Quantity Units	Price	Extension
54978	MEND - 24X24	WRAPPED	1,823.89 SF	3.06	5,581.09
N5000	LOKWORX+ CARPET TILE ADHESIVE	4 GALLON	3.00 EA	113.00	339.00
2JCBXX44	TRADITIONAL VINYL COVE BASE - 4" X 4' X .080GA	TO BE DETERMINED	416.00 LF	0.85	353.60
2J96030C CTA-XX-A	JOHNSONITE 960 - 30 OZ CART CARPET TO RESILIENT	COVE BASE ADHESIVE TO BE SELECTED	6.00 EA 24.00 LF	8.51 1.25	51.06 30.00

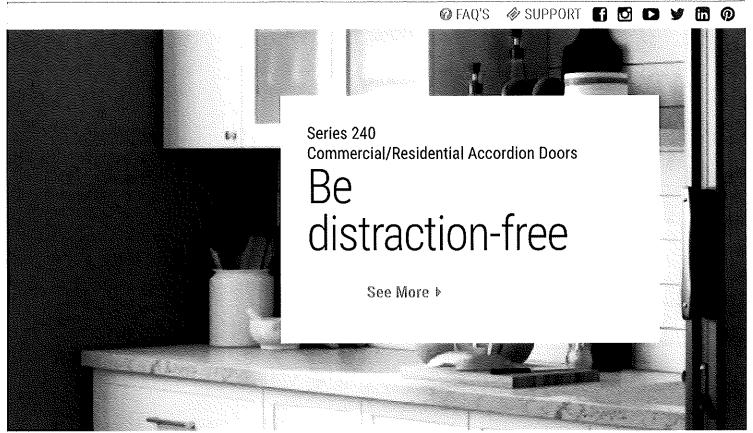
This quote is for material only and is to be picked up @ Cluff Carpet One once it arrives.

	— 3:08PM —
Material:	6,354.75
Service:	0.00
Misc. Charges:	0.00
Sales Tax:	403.53
Misc. Tax:	0.00
QUOTE TOTAL:	\$6,758.28
	Service: Misc. Charges: Sales Tax: Misc. Tax:

Page 1

ES300905





Series 240: Residential/Commercial Accordion Doors

Series 240: Residential/Commercial Accordion Doors

Product Item Number 240

No other accordion door on the market matches the flexibility of Woodfold's Series 240 doors, and no other is specified more often. Whether added to residential, commercial, institutional or industrial settings, this Series delivers the high-use durability needed to successfully reconfigure space in homes, offices, schools, restaurants – all in stunning style. As you'd expect, options abound: curvable tracks, locks, latches, multiple meeting posts, plus finishes ranging from natural hardwoods, Vinyl-Lam, custom paint or stains, even applied murals. Durability, however, is not optional. Series 240 features Woodfold's exclusive steel hardware system that assure flawless performance. For good.

Series 240 Product Specifications

- Panels: 4¼" wide by ¼" thick; available in Vinyl-Lam and hardwood veneer faces front and back
- Panel Connectors: Flexible vinyl, color-coordinated to panel selection
- Track: 1-1/8"x 1" aluminum, dark bronze clear or gold finish; curvable option available

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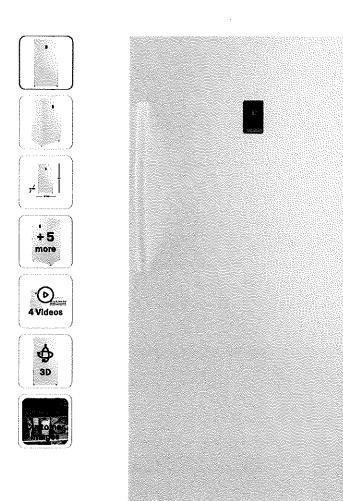
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Insignia™ - 17 Cu. Ft. Garage **Ready Convertible Upright** Freezer - White SKU: 6336449 4.7 (1.941 Reviews)

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\$749.99 Save \$50

Was \$799.99 (i)

18-Month Financing

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my BEST BUY:

Save \$50.00 with Plus or Total >

Open-Box: from \$599.99

Capacity: 17 cu. ft.

13.8 cu. ft.

17 cu. ft.

Color: White





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3-Year Standard Geek Squad Protection

\$99.99 About \$2.78/mo.

(A) Most popular protection plan for your product

5-Year Standard Geek Squad Protection

\$139.99 About \$2.33/mo.

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We are unable to provide an installation date right now, but additional information is available in checkout.

Check another location >

Delivery in 2 days

Pickup: Order now for pickup on Thu, Sep 28 at Hartford

See all pickup locations

FREE Delivery: As soon as Sat, Sep 23 Estimates for 06101

Specifications

Product Height 65 inches **Product Width** 32 13/16 inches 65 **Product Depth** 28 15/16 inches 28 15/16" Capacity 17 cubic feet 32 13/16" (Doors closed) Color Finish White

SR CTR ARPA Plan						
Gy	Gym					
ITEM	PRICE	Quantity				
Peleton	\$1,445	1				
Rower	\$700	1				
Elliptical	\$600	1				
Dumbell set and Bench	\$1,200	1				
Rubber Flooring	\$810	6				
Contingency	\$470					
TOTAL	\$5,225					
Dinning	g Room					
Dine Chairs	\$5,409	88 (10 arm)				
Card Tables	\$190	5				
71" table	\$875	5				
Divider	\$8,524	1				
Contingency	\$1,449.00					
TOTAL	\$16,447					
Flo	oor					
Carpet	\$6,355	1824sqft				
TOTAL	\$6,355					
MISC						
Refrigerator	\$800	1				
Railing	\$1,000	1				
TOTAL	\$1,800					

PROJECT TOTAL

\$29,827





741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-1952 Agenda Date: 11/8/2023 Agenda #: 6.

FINANCIAL BUSINESS REQUEST (FBR)

Motion/Request:

MOTION to grant a Bid Waiver to Locust Grove Landscaping, of Ledyard, Connecticut, in the amount of \$27,000 to rebuild the retaining wall of the race and reset the steps to divert water away from the building at the Up-Down Sawmill due to the lack of receiving the required three (3) Bids in response to Bid #2023-09 (Sawmill Repairs); in accordance with Ordinance #200-001 (rev 1) "An Ordinance for Purchasing".

Background:

<u>Finance Committee 8/16/2023 Meeting:</u> The Finance Committee withdrew the Historic District Commission's request for a Bid Waiver to Locust Grove Landscaping based on a procedural technicality. Although three quotes were obtained, that because the cost of the Project exceeded the \$15,000 threshold provided in Ordinance #200-001 (rev 1) the town was required to solicit Proposals through an Advertised Bid Process.

Since August, 2023, the Historic District Commission sought proposals through the Advertised Bid Process for the repairs to the Sawmill. However, only one Bid Proposal was received. Therefore, a Bid Waiver to Locust Grove Landscaping (Ken Geer) has been requested. (see attached Bid Result Sheet)

Additional Background:

In July 2023, the Historic District Commission contacted three stone mason contractors all of whom were qualified to do the work at the Up-Down Sawmill; based upon their extensive experience with these types of dry-stone structures to address the potential of a near term collapse of the race retaining walls and the need to make the stone steps to the lower level safe.

All three contractors inspected the race and stairs area in-person.

Subsequently, the Historic District Commission sent all three contractors a scope of work document that described the work to be included in a bid for the job.

The Town received quotes from the three vendors as follows: \$25,000, \$34,660, and \$38,000.

At a Special Meeting held on July 31, 2023 the Historic District The Commission voted to request a Bid Waiver from the Town Council to Kenneth Geer Stonewall Construction in the amount of \$25,000 for the advertised bid requirement to rebuild the retaining wall of the race and to reset the steps to divert water away from the building and make them safe for foot traffic at the Up-Down Sawmill.

In the Study the Historic District Commission had conducted by an Engineering Firm using Grant Funding, this

File #: 23-1952 **Agenda Date:** 11/8/2023 **Agenda #:** 6.

project was ranked among the most critical repairs.

Department Comment/Recommendation:

(type text here)

Finance Director Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

BID 2023-09 Sawmill Repairs

October 19, 2023 - 2:00PM

Attendees:					
Matthew Bonin	, Director of Finance, Town of Ledyard				
Ian Stammel, A	sst. Director of Finance, Town of Ledyard				
Katie Freeman,	Fiscal Asst, Town of Ledyard				
Bidder Informa	tion	BID PROPOSAL			
Company:	Locust Grove Landscaping	\$27,000.00			
Address:	23 Thomas Rd				
	Ledyard, Ct 06339				
Bidder Informa	tion	BID PROPOSAL			
Company:		\$0.00			
Address:					
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Company:		\$0.00			
Address:					
		i i			

Kenneth J Geer DBA Locust Grove Landscaping

(860) 625-6635

23 Thomas Rd

Ledyard, CT 06339

RE: Bid proposal- Sawmill

Price for repair of sawmill tailrace and stairs.

Price includes everything in the scope of work.

Price for work...... \$27,000.00

Kenneth J Geer DBA Locust Grove Landscaping

(860) 625-6635

23 Thomas Rd

Ledyard, CT 06339

RE: Bid proposal- Sawmill

Price for repair of sawmill tailrace and stairs.

Price includes everything in the scope of work.

Price for work...... \$27,000.00



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/18/2023

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Request for bid waiver to repair stone work at the Ledyard Up-Down Sawmill

Request

The Historic District Commission requests an expedited process to hire a stone mason to address problems in the stone-lined tail race and exterior stone stairway on the east side of the Ledyard Up-Down Sawmill. The need to urgently address these issues was confirmed in a 2023 report from James K. Grant Associates. The next few months are an ideal time to perform the work since pond and brook water levels will increase in the fall and winter, and the work could be completed prior to the sawmill fall visitor season which starts in October.

Tail race stone walls

The tailrace with stone retaining walls was rebuilt during the major restoration of the sawmill in the early 1970s. Photos from the 1970s show the newly rebuilt structure with tight-fitting and plumb stone walls. In the ensuing decades, rain runoff drainage issues near the tailrace has likely contributed to the deteriorating condition of the stone walls. We have already taken the first steps in addressing the runoff drainage issues with grading work (November 2022) and installation of a new drainpipe for the mill north side gutter (May 2023).

The award of a grant from the Connecticut State Office of Historic Preservation/Preservation CT allowed us to hire James K. Grant Associates (who are included in the state's list of qualified Historic Engineering/Architect firms). Grant Associates completed a survey of the sawmill building and surround (including the tail race) in late 2022 and we were provided with their report in spring 2023. Although Grant Associates suggested that a temporary solution is to add structural struts across the tail race, we prefer their recommended long-term fix which is to rebuild the tail race walls and address runoff drainage issues around the tail race. (See below for a brief description of the scope of work.)

From the James K. Grant Associates 2023 report:

Stone Tail Race. A significant bulge is present in the dry laid stone tail race wall just to the east of the exterior stair. As part of its function, the wall also retains the earth behind the tail race. The bulge is located at the most downstream end of the water flow and is likely caused by the same drainage path from the water pressure that builds up behind the wall. The bulge and poor drainage could lead to instability and should be addressed by rebuilding the wall and adding a curtain drain and weep holes.

Recommendation: The condition could lead to instability and should be addressed. The most effective solution is to locally rebuild the wall in a plumb condition. This would also allow the opportunity to excavate behind the wall and improve drainage by adding a curtain drain wrapped with filter fabric. Weep holes through the wall could also be added to ensure overflow drainage in case the curtain drain becomes clogged in the future. Installing struts across the tailrace could provide temporary stabilization and/or a lower cost but less effective alternative to rebuilding.

Stone stairway on east side of mill near tailrace

The east exterior stone stairs were added to the site during the 1970s sawmill restoration and provide visitor access along the mill exterior and to the stone bridge across the tailrace. Erosion along and under the steps has significantly shifted the slopes of individual steps both across and along the length of the stairs. A number of these wide steps now drain toward, rather than away from the building. The erosion has also resulted in uneven step heights.

In addition to the rebuilding work on the stone steps and stone tailrace walls, we plan to re-set the onepiece stone bridge that spanning the tail race to ensure adequate support on both sides. Currently, the bridge is offset with a significantly narrower area of support on the north than the south end.

From the James K. Grant Associates 2023 report:

Foundation and Stairs along East End / Site Drainage. Erosion has occurred below the bottom three steps allowing them to rotate out of place. The lowest step has settled into a significant hole. Long standing issues with site drainage and gutter discharge onto the east exterior stairs are apparent. The issues noted in the stairs and foundation wall are consistent with erosion that might occur due to washout of soils from water flowing through and below the affected components.

Status of Securing bids

In July 2023, we selected three stone mason contractors all of whom we consider qualified to do the work based upon their extensive experience with these types of dry stone structures. All three contractors inspected the tail race and stairs area in-person. Subsequently, all three were sent a scope of work document that described the work to be included in a bid for the job. We have received bids from the three vendors of \$25,000, \$34,660, and \$38,000.

The Commission requests the Council for a waiver of the advertised bid requirement due to the potential of a near term collapse of the race retaining walls and the need to make the stone steps to the lower level safe. If granted the waiver, the Commission plans to execute a contract to Kenneth Geer Stonewall Construction in the amount of \$25,000 to rebuild the retaining wall of the race and reset the steps to divert water away from the building and make them safe for foot traffic.

Summary of Scope of work

- 1. Rebuild the bulging tailrace north and south walls for about 35 feet using larger stones as needed for the base layers. Ensure there is adequate drainage through rebuilt walls to minimize hydrostatic pressure.
- 2. Re-set exterior stone steps to drain away from building and to provide a safe stairway for the public. The top step should be set to prevent runoff from draining down the steps.
- 3. Re-set stone bridge to be slightly raised with top stones of tail race and have similar length of contact with the north and south sides.
- 4. Complete surface grade along top stair and east side of steps so drainage is away from building foundation.

V. Godino, Chair, Ledyard Historic District Commission 7/25/2023

AN ORDINANCE FOR PURCHASING

Be it ordained by the Town Council of the Town of Ledyard:

Section 1: Authority

Pursuant to Chapter VI, Section 4C of the Charter of the Town of Ledyard, as amended, there is hereby established a Purchasing Ordinance of and for the Town of Ledyard.

Section 2: Purpose

Less than \$4,999

The Town of Ledyard, as a local government entity, needs to ensure that the expenditure of public funds occurs in a manner that balances the desire for lowest cost to the Town with an expectation of quality products and services. The purpose of this ordinance is to provide guidance to be followed for procurement of goods and services to achieve the most effective and efficient procurement and disposition of the Town's assets.

All purchases by any official, department, authority, agency, board, commission, or committee of the Town of Ledyard, except those purchases whose approval is derived from the Board of Education, shall adhere to the procedures herein, to ensure that appropriate procurement and accounting procedures are followed in the expenditure of Town funds.

Section 3: Competitive Bidding Process

The following cost ranges determine the action needed in regard to competitive bidding for proposed expenditures on construction projects, equipment, supplies, and professional services, with the exception of legal services. The dollar amounts refer to a total amount, per vendor, per fiscal year:

No bids required: no quotes required: assumes buyers will seek lowest

2000 παπ ψ 1,555	available cost.
\$5,000 - \$14,999	Three (3) quotes required or a bid waiver from Town Council. Written record of quotes or Town Council bid waiver action to be attached to electronic purchase order.
\$15,000 +	At least three (3) proposals required through an open and advertised competitive bid process for construction projects, equipment, supplies, and

Bid awards shall be determined by assessing the best interest of the Town in terms of the scope of work, qualified bidders' overall approach to the project or service, past performance, and cost. The bid shall be awarded to the lowest qualified bidder if it is in the best interest of the Town.

professional services other than legal services.

If fewer than three bids are received, a bid waiver approved by the Town Council shall be requested prior to award of the bid.

The Town may use other entities' bid awards that were arrived at through a competitive bid process in lieu of the Town's own competitive bidding process. The Town Council shall, by resolution each year, determine the list of entities whose bid awards are eligible for use by the Town of Ledyard.

Section 4: Grant Funding Application Process

All applications for new grant funding shall be considered and approved by the Town Council prior to applying with the grantor. The grant seeker will create a legislative file and attach a completed Grant Request Form and other pertinent information about the grant, the grantor, and project for which the grant funds will be used.

When using State and Federal grants, the Town shall conform to all State and Federal grant procurement and project requirements including, but not limited to, the Federal requirements as stated in 2 CFR 200.318 through 200.325. The grant seeker shall attest to having read and understood these requirements by signing to that effect on the Grant Request Form. The requestor shall include the federal requirements language in the competitive bidding documents.

Grant-funded project and financial files shall be retained until such time as grantor agency audits of the grant-funded project are completed, or per State retention guidelines, whichever is longer.

Section 5: Purchase Orders and Payments

All purchases, except those made through the Direct Pay method, must have an open and approved purchase order in place prior to purchases being made or services being rendered.

The Director of Finance shall be responsible for all purchase orders issued by the Town of Ledyard, and shall insure that each purchase and payment meet the following conditions:

- A. Purchase order requisitions shall be complete, accurate, and properly approved by a department head and the Director of Finance.
- B. The item to be purchased shall be assigned to an appropriate general ledger account number by the originator of the purchase order request. The account line shall contain sufficient funding to cover the proposed expenditure.
- C. If the purchase order is for items that have gone through the competitive bid process, the RFP number shall be included on the purchase order request. If fewer than three bids were received, the Town Council action to approve a bid waiver shall be attached to the purchase order.
- D. If the purchase order is for items that require obtaining quotes, copies of the quotes, or town council action of a bid waiver for fewer than three quotes, shall be attached to the purchase order request.
- E. Payments are made in conformance with this ordinance and with Town, State, and Federal laws.
- F. All payments made by bank check shall be signed by the Director of Finance and co-signed by the Treasurer.

Section 6: Direct Pay Purchases and Payments

Certain payments such as fire volunteer incentive pays, poll worker stipends, and taxpayer refunds for duplicate payments may be paid without the requirement of a purchase order.

The Director of Finance shall be responsible for all payments made through the Direct Pay method, and shall ensure that each purchase made by Direct Pay meets the following conditions:

- A. The use of direct pay requisition shall be prepared and signed by the requestor.
- B. Direct pay requisitions for groups of people shall list the vendor(s), general ledger account numbers to charge, and payment amounts, and must be complete, accurate, and properly approved by the originator and the Director of Finance.
- C. Direct pay requisitions for items or services shall be accompanied by an itemized bill showing the items or services purchased, and approval by the originator indicating receipt of same.

- D. The general ledger account number to which the payment is to be charged shall contain sufficient funds to cover the expenditure.
- E. Payments shall be made in conformance to this ordinance and to Town, State, and Federal laws.
- F. All payments made by bank check shall be signed by the Director of Finance and co-signed by the Treasurer.

Section 7. Penalties for Violation

In accordance with Chapter VII, Section 11H of the Town Charter, as revised, every purchase order or payment made in violation of the provisions of this Ordinance shall be deemed illegal and every official authorizing or making such payment or taking part therein and every person receiving such payment or any part thereof shall be jointly and severally liable to the Town of Ledyard for the full amount so paid or received.

If any officer or employee of the Town shall knowingly incur any obligation or shall authorize or make any expenditure in violation of the provisions of this Ordinance or take any part therein, such action shall be cause for his/her removal.

Section. 8. Severability

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

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.

Amended and Adopted by the Ledyard Town Council on: January 26, 2022

	Kevin J. Dombrowski, Chairman
Approved / Disapproved on:	Fred B. Allyn, III, Mayor
Published on:	
Effective Date:	Patricia A. Riley, Town Clerk

August 27, 1975; April 24, 1991; January 26, 2005; May 9, 2007; and Ordinance #50-1 "An Ordinance Amending An Ordinance for Purchasing" adopted September 26, 2012; Ordinance #133 "An Ordinance Amending an Ordinance for Purchasing" Adopted March 12, 2014; Ordinance #133 An Ordinance Amending an Ordinance for Purchasing" was amended, renumbered to Ordinance #200-001 and Adopted on September 25, 2019.

History:

2022: Per the Town's Auditor's Ordinance #200-001 has been updated to include the federal guidelines that are required to be followed when spending federal grant money. On July 22, 2020

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the federal grant guidelines were incorporated into the "Town of Ledyard General Government Grant Application Policy and Process".

2022: In addition, the Ordinance was totally rewritten to make the language more concise. The purchasing thresholds have not changed.

2019: The Twenty-fourth Town Council (2017- 2019) Ordinance Update Initiative: Renumbered Ordinance #133 "An Ordinance Amending an Ordinance for Purchasing" to Ordinance #200-001.



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2218 Agenda Date: 11/8/2023 Agenda #: 7.

FINANCIAL BUSINESS REQUEST (FBR)

Motion/Request:

MOTION to appropriate \$4,200 from Undesignated/Unassigned Fund Balance to Account # 10110107-56100 Cemetery Committee Operating Expenses for the removal of four dead trees at the Newton Cemetery.

Background:

The Newton Cemetery had four Dead Ash Trees that need to be taken down. The resident who has been maintaining the Cemetery has expressed concern that he was fearful that the trees were going to fall down. Cemetery Committee Member Mr. Godino has directed the resident not to go into the cemetery until they could remove the trees.

Mr. Godino has obtained cost estimate from H&H Landscaping, here in Ledyard to remove the trees for \$4,200.

Currently the Cemetery Committee does not have funding in their budget to remove trees.

Department Comment/Recommendation:

(type text here)

Finance Director Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2175 **Agenda Date:** 11/8/2023 Agenda #: 8.

TAX REFUND

Motion/Request:

MOTION to approve a tax refund in the amount of \$3,256.25 exceeding \$2,400.00 in accordance with tax collector departmental procedures.

Barbara Arthur

\$3,256.25

Background:

In accordance with policies established for the Tax Collection Department, refunds to taxpayer exceeding \$2,400 are to be approved by the Town Council.

Finance Director Comment/Recommendation:

(type text here)

Mayor Comment/Recommendation:

(type text here)

Air - 23-2ms

Application for Refund of Taxes Paid

Return to: Ledyard Tax Collector's Office Amount of Refund 741 Colonel Ledyard Highway Ledyard, CT 06339 \$3,256.25 Date: September 27, 2023 Barbara Arthur 10 Robin Hood Dr Gales Ferry, CT 06335 PLEASE READ, SIGN, AND DATE BELOW: I am entitled to this refund because I have made the payments from funds under my control, and no other party will be requesting this refund. I understand that false or deliberately misleading statements subject me to penalties for perjury and/or for obtaining money under false pretenses. I hereby apply for a refund of taxes paid in accordance with Conn. Gen Sate. 12/129. Signature of Applicant/Agent Tax Collector's Signature (Title of agent, where applicable) Date Do Not Write Below This Box -- Office Use Only Date of Payment: 7/11/2023 Tax Type: MV**SMV** REGrand List Year: 2022 Reason: over payment Grand List Number: 6050 Property Owner: Barbara Arthur Payment Type: Check Property Location: 10 Robin Hood Dr Received by mail/email Hand delivered in the office

ACTION TAKEN BY GOVERNING BODY

At a regular meeting of the Ledyard Town Council, nei	a on the day of	, 2023, it
was voted to refund property taxes amounting to \$	to	
	Kevin J. Dombrowski	



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 23-2226 **Agenda Date:** 11/8/2023 **Agenda #:** 9.

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

MOTION to cancel the Town Council Regular Meeting of November 22, 2023 for the Thanksgiving Holiday.

Background:

(type text here)

Department Comment/Recommendation:

(type text here)



741 Colonel Ledyard Highway Ledyard, CT 06339-1511

File #: 22-505 **Agenda #:** 10. **Agenda Date:** 11/8/2023

AGENDA REQUEST GENERAL DISCUSSION ITEM

Subject:

Discuss Work Session Items as time permits.