



TOWN OF MONROE

TOWN COUNCIL

AGENDA

Session # 2023-19

Regular Meeting - Monday, November 13, 2023 – 7:00 P.M.



HYBRID PUBLIC MEETING

TOWN HALL COUNCIL CHAMBERS & UTILIZING ELECTRONIC EQUIPMENT

**THIS MEETING MAY BE ACCESSED BY THE PUBLIC EITHER IN-PERSON OR ELECTRONICALLY
IN REAL-TIME AS SET FORTH HEREIN BELOW**

NOTICE: THIS MEETING WILL BE CONDUCTED IN PART VIA ELECTRONIC EQUIPMENT PURSUANT TO CONNECTICUT LAW

All participants may attend in-person or remotely as follows:

- Via computer, tablet or smartphone at this link:

<https://us06web.zoom.us/j/89437774717?pwd=BxHVaiq81Xpaisq04agfRgwVNnRNC7.1>

- Via phone at: 1-929-205-6099

Meeting ID: **894 3777 4717**

Passcode: **180712**

Please note:

- This meeting will be recorded and made available on the Town's website pursuant to state law.
- If you are attending remotely, please remember to mute your microphone unless you are speaking.
- Anyone participating remotely should state their name and title, if applicable, at the outset of each occasion that such a person is speaking.
- All votes taken during which any member of this body is participating remotely shall be taken by roll call, unless the vote is unanimous.
- The chat feature will not be utilized nor considered during this meeting.

I. PLEDGE OF ALLEGIANCE

II. ROLL CALL

III. CONSENT CALENDAR

- A. Approval of the minutes of the Town Council Regular Meeting held on October 10, 2023 (Session 2023-18).
- B. Approval of the Tax Collector's Request for Refunds, dated November 7, 2023, totaling \$13,877.17.
- C. Acceptance of the donations received for the following programs:
 - Community & Social Services: \$ 328.00
 - Edith Wheeler Memorial Library: \$ 180.00 & in-kind donations of 3 children's books, 3 books and 9 DVD's in Tech Services.

- Emergency Medical Services: \$ 100.00
- Food Pantry: \$ 2,685.00
- Project Warmth: \$ 9,572.00

- D. Resolution #23-122: RESOLVED**, that the Town of Monroe may enter into with and deliver to the State of Connecticut Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate pertaining to the FFY 2023 Emergency Management Performance Grant Program; and
- FURTHER RESOLVED**, that Kenneth M. Kellogg, as First Selectman of the Town of Monroe, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Monroe and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents.
- E. Resolution #23-123: RESOLVED**, that the 2024 Radio Community Service Grant Agreement and Certification of Eligibility dated October 1, 2023, by and between the Corporation for the Public Broadcasting (CPB) and the Town of Monroe and WMNR-FM are hereby approved and that Kenneth M. Kellogg, First Selectman and Kurt Anderson, General Manager of WMNR- FM are authorized to execute the agreement on behalf of the Town of Monroe as Licensee and WMNR-FM as Grantee, respectively.
- F. Resolution #23-124: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the FY 2023 Highway Safety Project Grant Application and any associated documents by and between the Connecticut Department of Transportation, for the Districted Driving High Visibility Enforcement Program.
- G. Resolution #23-125: RESOLVED**, that Amy Lehaney, Director of Health for the Town of Monroe and Kenneth M. Kellogg, First Selectman of the Town of Monroe, are authorized to execute and deliver on behalf of the Town of Monroe, the Memorandum of Understanding, and any associated documents by and between the Town of Stratford, for the Health Department Mutual Aid for Surge Capacity, Public Health Preparedness & Director of Health Coverage.
- H. Resolution #23-126: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the November 1, 2023 Service Level Agreement and any associated documents by and between E-Rate Online, LLC, for E-Rate compliance services.
- I. Resolution #23-127: RESOLVED**, that that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Connecticut Library Consortium Strategic Planning Consulting Agreement and any associated documents by and between the Connecticut Library consortium, for the strategic planning consultant.
- J. Resolution #23-135: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the November 6, 2023 renewal of the Service Agreement, and any associated documents, by and between Liturgical Publications Inc, for the monthly newsletter for the Senior Center.
- K. Resolution #23-136: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the FY2024 Highway Safety Project Grant Application, and any associated documents by and between the Connecticut Department of Transportation, for the Click-It or Ticket Enforcement Program.
- L. Resolution #23-137: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Snow Plowing/Deicing and Snow Removal Contract and any associated documents by and between The Natures Edge for services through July 1, 2024.
- M. Resolution #23-138: RESOLVED**, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Snow Plowing/Deicing and Snow Removal Contracts and any associated documents by and between C & E Landscaping LLC for services through July 1, 2024.

IV. COMMUNICATIONS

- A.** Memo from the First Selectman to the Town Council Chair dated November 8, 2023, regarding various donations.
- B.** Memo from the Tax Collector to the Town Council Chair dated November 7, 2023 regarding a Request for Refunds.
- C.** Memo from the First Selectman to the Town Council Chair dated October 23, 2023 regarding the Collective Bargaining Agreement Between Board of Education and Monroe Association of School Administrators.
- D.** Memo from the Director of Economic & Community Development to the First Selectman dated October 23, 2023 regarding the 8-24 Municipal Referral for the proposed acquisition of and substantial improvement to Real Property for Municipal Purposes.
- E.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Memorandum of Understanding with the Town of Stratford for Mutual Aid Services for Surge Capacity, Public Health Preparedness, and Director of Health Coverage.
- F.** Letter of Opinion from the Town Attorney to the First Selectman dated September 21, 2023 regarding the Memorandum of Understanding with the Town of Stratford for Mutual Aid Services for Surge Capacity, Public Health Preparedness, and Director of Health Coverage.
- G.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Health Department Fee Schedule.
- H.** Memo from the Director of Public Works to the First Selectman dated November 3, 2023 regarding the Increase to Solid Waste Hauler Fees
- I.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Increase to Solid Waste Hauler Fees.
- J.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the 2023 STEAP Grant Award.
- K.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Revisions to the Town of Monroe Pay Plan for the Positions in Classified Service.
- L.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the FFY 2023 Emergency Management Performance Grant Program Application.
- M.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the FFY 2023 Emergency Management Performance Grant Program Application.
- N.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Tower Lease Agreement with Top Tower Reality.
- O.** Letter of Opinion from the Town Attorney to the First Selectman dated October 31, 2023 regarding the Tower Lease Agreement with Top Tower Reality.
- P.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the E-Rate Online Service Level Agreement.
- Q.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the E-Rate Online Service Level Agreement.
- R.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Connecticut Library Consortium Strategic Consulting Contract.
- S.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the Connecticut Library Consortium Strategic Consulting Contract.
- T.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Accentable Services Terms of Service.
- U.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the Accentable Services Terms of Service.
- V.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the CT Department of Transportation FY 2024 Highway Safety Project Grant Application for the Districted Driving High Visibility Enforcement Program.

- W.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the FY 2024 Highway Safety Project Grant Application for the Districted Driving High Visibility Enforcement Program.
- X.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the FY 2024 Highway Safety Project Grant Application for the Click-It or Ticket Enforcement Program.
- Y.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the FY 2024 Highway Safety Project Grant Application for the Click-It or Ticket Enforcement Program.
- Z.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Memorandum of Understanding with RW Solutions, Inc.
- AA.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the Memorandum of Understanding with RW Solutions, Inc.
- BB.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding Liturgical Publications Inc Service & Partnership Agreements.
- CC.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding Liturgical Publications Inc Service & Partnership Agreements.
- DD.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the Snow Plowing, Deicing, and Snow Removal Contracts.
- EE.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the Snow Plowing, Deicing, and Snow Removal Contracts.
- FF.** Memo from the First Selectman to the Town Council Chair dated November 9, 2023 regarding the WMNR Corporation for Public Broadcasting Grant.
- GG.** Letter of Opinion from the Town Attorney to the First Selectman dated November 9, 2023 regarding the WMNR Corporation for Public Broadcasting Grant.

V. PUBLIC PARTICIPATION

VI. APPOINTMENTS

VII. ACTION ITEMS

- A.** Town Council Committee on Finance, Education, Health & Public Safety Matters
- B.** Town Council Committee on Planning & Zoning, Public Works and Park & Recreation Matters
- C.** Town Council Committee on Legislative & Administrative Matters
- D.** Strategic Planning Committee
- E.** EMS Building Committee
- F.** Open Space Preservation and Acquisition Committee
- G.** First Selectman's Update

VIII. UNFINISHED BUSINESS

- A.** None

IX. NEW BUSINESS

- A.** Acceptance of Individual Donations of \$1,500 or greater:
 - Food Pantry:
 - \$2,500.00 from Carolyn Giampe
 - Project Warmth:
 - \$2,000.00 from Newtown Savings Bank Foundation
 - \$2,000.00 from Polar Energy
 - \$2,000.00 from Smart Care Exteriors, LLC
 - \$5,000.00 from Monroe First Foundation
 - Senior Center:
 - \$2,000.00 from Monroe First Foundation

- B. Resolution #23-128:** To consider and act upon a resolution to approve the proposed Health Department Fee Schedule, to be effective July 1, 2024.
- C. Resolution #23-129:** To consider and act upon a resolution regarding the 2023 Small Town Economic Assistance Program Grant.
- D. Resolution #23-130:** To consider and act upon a resolution regarding the Revisions to the Town of Monroe Pay Plan for the Positions in Classified Service.
- E. Resolution #23-131:** To consider and act upon a resolution regarding the Tower Lease Agreement with Top Tower Reality.
- F. Resolution #23-132:** To consider and act upon a resolution regarding the Accentable Services, Inc. Terms of Service.
- G. Resolution #23-133:** To consider and act upon a resolution regarding the Memorandum of Understanding with RW Solutions, Inc.
- H. Resolution #23-134:** To consider and act upon a resolution regarding the Increase to Hauler Fees.

X. PUBLIC PARTICIPATION

XI. ADJOURNMENT

GUIDELINES FOR PUBLIC PARTICIPATION

Anyone who desires to address the Council must adhere to the following rules of participation:

- At the start of Public Participation, the Chair or Moderator shall ask all persons desiring to participate to identify yourself by name, one at a time.
- The Chair or Moderator shall create a list of identified participants and shall, in their sole discretion, recognize each by name one at a time.
- Upon recognition, each participant shall state their full legal name and address for the record.
- All participants shall speak clearly in a civil, non-argumentative and respectful manner.
- Comments shall be limited to three (3) minutes.
- Comments shall be directed to the Council as a whole & not to any single member, individual or entity.
- The Chair may alter these rules from time to time, in his sole discretion.

Failure to comply with the rules or any other conduct which is disruptive to the proceedings shall result in removal from the meeting.

Second Public Participation: Anyone who desires to address the Council during Second Public Participation must adhere to the rules of Public Participation as aforesaid except that comments shall be strictly limited to unresolved matters of Unfinished Business or New Business on that day's agenda.



TOWN OF MONROE

TOWN COUNCIL

MEETING MINUTES



Session # 2023-18

Regular Meeting - Tuesday, October 10, 2023 – 7:00 P.M.

Meeting conducted in Council Chambers of Town Hall
& Remotely via Zoom

PRESENT: Chairperson Jonathan Formichella
Vice-Chairperson Enid Lipeles
Councilmember Jessica Katuska (remote)
Councilmember Jason Maur
Councilmember Sean O'Rourke
Councilmember Kevin Reid (remote)
Councilmember Terry Rooney
Councilmember Dona-Lyn Wales

ABSENT: Councilmember Dee Dee Martin

ALSO PRESENT: First Selectman Kenneth M. Kellogg

I. PLEDGE OF ALLEGIANCE

Formichella called the meeting to order at 7:01 PM and led with the Pledge of Allegiance.

II. ROLL CALL

Formichella took the roll call as noted above.

III. CONSENT CALENDAR

- A. Approval of the minutes of the Town Council Regular Meeting held on September 26, 2023 (Session 2023-17).
- B. Approval of the Tax Collector's Request for Refunds, dated October 4, 2023, totaling \$9,333.04.
- C. Acceptance of the donations received for the following programs:
 - Emergency Medical Services: \$ 510.00 & in-kind donations of line striping, tables & chairs
 - Farmers' Market: \$ 20.00
 - Food Pantry: \$ 345.00
 - Project Warmth: \$ 23.00

Kellogg, noted that EMS received a \$500.00 donation. **Kellogg** noted that he felt that it was important to read the message that came with the donation. The message stated, "several years ago, I had a medical emergency on a United Airlines flight to Phoenix, AZ and Craig Rosenberg came to my aid. Thank you, Craig. I have never forgotten your kindness and your willingness to step in and take charge of the situation". **Kellogg** noted he just wanted to recognize Craig. **Formichella** noted that our EMS and Fire Department volunteers are incredible people who are always willing to help their community or even a stranger in this case.

- D. **Resolution #23-116 RESOLVED**, that Keith White, Chief of Police, and Kenneth M. Kellogg, First Selectman of the Town of Monroe, are authorized to execute and deliver on behalf of the Town of Monroe, the

Equitable Sharing Agreement and Certification and any associated documents by and between the U.S. Department of Justice and the U.S. Department of the Treasury for the Asset Forfeiture and Equitable Sharing program.

IV. COMMUNICATIONS

- A. Memo from the First Selectman to the Town Council Chair dated October 6, 2023, regarding various donations.
- B. Memo from the Tax Collector to the Town Council Chair dated October 4, 2023 regarding a Request for Refunds.
- C. Memo from the First Selectman to the Town Council Chair dated October 6, 2023 regarding the Equitable Sharing Agreement and Certification.
- D. Letter of Opinion from the Town Attorney to the First Selectman dated October 6, 2023 regarding the Equitable Sharing Agreement and Certification.
- E. Letter from the First Selectman to the Town Council, Board of Finance and Legal Voters of the Town of Monroe dated October 5, 2023 regarding the recommendation of a bonding resolution for Road Construction and Reconstruction Phase 10.
- F. Letter from the First Selectman to the Town Council, Board of Finance and Legal Voters of the Town of Monroe dated October 5, 2023 regarding the recommendation of a bonding resolution for School Facility Improvements.
- G. Letter from the First Selectman to the Town Council, Board of Finance and Legal Voters of the Town of Monroe dated October 5, 2023 regarding the recommendation of a bonding resolution for Trucks & Equipment for the Department of Public Works.
- H. Memo from the First Selectman to the Town Council Chair dated October 5, 2023 regarding Resolutions Regarding Bonding Authorizations.
- I. Memo from the First Selectman to the Town Council Chair dated October 5, 2023 regarding the Calling for a Town Meeting.

V. PUBLIC PARTICIPATION

Formichella asked if anyone else in chambers or online wished to participate.

Steve Kirsch, 35 Applegate Lane noted for the record that he is a member of the Board of Finance but his comments tonight are solely his own. He noted that he does not have any issues with Resolution number 23-118 and 23-119. Regarding resolution 23-117 for roads, his comment was that the amount is not sufficient. He noted that reports we have seen in the last several cycles show we should be spending more overall on roads and that our part of road expenditures are for the storm drains which are needed as predecessors for doing the roads. I would like to see more than a million bonded for roads. He also noted that regarding resolution number 23-120 the purchase of real estate. He does not agree about this agreement going forward tonight and a town meeting being held in less than two weeks. He knows that this has been worked on for a while, however the public has not had the opportunity to ask questions. Mr. Kirsch noted that the public has very little information about the scope of the plan and has not seen any documentation or have been given an opportunity to walk the property. Mr. Kirsch noted that it would be beneficial to hold an informational meeting prior to a Town meeting so the public has a chance to review documentation and ask questions.

Formichella asked if anyone else in chambers or online wished to participate. Hearing none, **Formichella** closed Public Participation.

VI. APPOINTMENTS

None

VII. ACTION ITEMS

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters – **Lipeles** stated that they have not met since the last meeting.

- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation - **Rooney** stated they have not met but have a meeting tomorrow night.
- C. Town Council Committee on Legislative & Administrative Matters - **Reid** reported that they did meet tonight and discussed resolution numbers 23-116 through 23-120 consecutively. Resolution 23-116 is in regards to the Equitable Sharing Agreement and Certification between the U.S. Department of Justice and the U.S. Department of the Treasury for the Asset Forfeiture and Equitable Sharing program. Resolution 23-117 regards authorizing an appropriation of \$1,020,000 for a road construction and reconstruction phase 10 project and to authorize the issuance of the town's general obligation bonds in an amount not to exceed \$1,020,000 to finance the appropriation. Resolution 23-118 is regarding authorizing an appropriation of \$900,000 for various school facility improvements and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$900,000 to finance the appropriation. Resolution 23-119 is regarding authorizing an appropriation of \$1,030,000 for the purchase of trucks and equipment for the Department of Public Works and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,030,000 to finance the appropriation. Resolution #23-120 regarding authorizing the purchase of real estate for town purposes and a special appropriation of \$3,000,000 from unassigned fund balance for phase 1 and phase 2 facility renovations for a community center project.

Maur – noted that resolution # 23-116 was passed as part of our consent calendar tonight so there will not be further discussion on that tonight.

- D. Strategic Planning Committee - **Formichella** stated we have not met but are working with the Office of the First Selectman to schedule dates.
- E. EMS Building Committee – **Rooney** stated there is nothing new to report. We are waiting on the architect's final bill.
- F. Open Space Preservation and Acquisition Committee – **O'Rourke** noted we have not met since the last meeting.
- G. First Selectman's Update – First Selectman **Kellogg** reported as follows:

\$500,000 STEAP GRANT FOR ANIMAL SHELTER

- The Town has been approved to receive \$500,000 in state funding for upgrades and a small expansion to the Town's Animal Shelter. The grant is provided through the State of Connecticut's Small-Town Economic Assistance Program (STEAP) that provides funding for certain municipal capital projects.
- This project was included in a prior year capital plan and involves renovation and expansion of the existing facility, to improve animal care and sheltering conditions, provide improved customer service, and bring the shelter up to State of Connecticut Department of Agriculture standards. Upgrades include new doors and windows, roof replacement, HVAC replacement, plumbing alterations and electrical and security upgrades. A small, 250 square foot addition to the structure will be included.
- Preliminary design and evaluation have been completed for this project, and this state funding will cover about 60% of the estimated construction costs. The Town's portion of the costs were appropriated in a prior budget cycle and will not require any bonding.
- My thanks to Bill Holsworth, Director of Community & Economic Development, for putting together a successful application with assistance from multiple staff from the Police and Public Works departments.

PROPOSED CAPITAL PROJECT APPROPRIATIONS & AUTHORIZATIONS FOR FY24

- Introductory information regarding resolutions for consideration this evening.
- Please refer to presentation slides #1-14.

VIII. UNFINISHED BUSINESS

- A. None

IX. NEW BUSINESS

- A. **Resolution #23-117:** To consider and act upon a resolution to approve and recommend for adoption by the Town a Resolution authorizing an appropriation of \$1,020,000 for a road construction and

reconstruction phase 10 project and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,020,000 to finance the appropriation.

- B. Motion by Formichella** to adopt **RESOLUTION #23-117: RESOLVED**, that the resolution titled, Resolution authorizing an appropriation of \$1,020,000 for a road construction and reconstruction phase 10 project and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,020,000 to finance the appropriation, a copy of which is available at this meeting and was included in the meeting packet materials, is hereby approved and recommended for adoption by the Town and further move that Town Council waive the reading of said resolution.

Second: Maur

Discussion: Kellogg reviewed presentation slide #15.

Motion passed 8-0:

Voting Yes: **Formichella, Katuska, Lipeles, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

Absent: **Martin**

- C. Resolution #23-118:** To consider and act upon a resolution to approve and recommend for adoption by the Town a Resolution authorizing an appropriation of \$900,000 for various school facility improvements and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$900,000 to finance the appropriation.

Motion by Formichella to adopt **RESOLUTION #23-118: RESOLVED**, with the resolution titled, Resolution authorizing an appropriation of \$900,000 for various school facility improvements and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$900,000 to finance the appropriation, a copy of which is available at this meeting and was included in the meeting packet materials, is hereby approved and recommended for adoption by the Town and further move that Town Council waive the reading of said resolution.

Second: Maur

Discussion: Kellogg reviewed presentation slide #16. **Maur** inquired if there is not time requirement that we need to call a public meeting after passing these correct? **Kellogg** noted he did not think so.

Motion passed 8-0:

Voting Yes: **Formichella, Katuska, Lipeles, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

Absent: **Martin**

- D. Resolution #23-119:** To consider and act upon a resolution to approve and recommend for adoption by the Town a Resolution authorizing an appropriation of \$1,030,000 for the purchase of trucks and equipment for the Department of Public Works and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,030,000 to finance the appropriation.

Motion by Formichella to adopt **RESOLUTION #23-119: RESOLVED**, that the resolution title, Resolution authorizing an appropriation of \$1,030,000 for the purchase of trucks and equipment for the Department of Public Works and authorizing the issuance of the town's general obligation bonds in an amount not to exceed \$1,030,000 to finance the appropriation a copy of which is available at this meeting and was included in the meeting packet materials, is hereby approved and recommended for adoption by the Town and further move that Town Council waive the reading of said resolution.

Second: Wales

Discussion: Kellogg reviewed presentation slide #17.

Motion passed 8-0:

Voting Yes: **Formichella, Katuska, Lipeles, Maur, O'Rourke, Reid, Rooney, Wales**

Voting No: None

Absent: **Martin**

- E. Resolution #23-120:** To consider and act upon a resolution to approve and recommend for adoption by the Town a Resolution authorizing the purchase of real estate for town purposes and a special appropriation of \$3,000,000 from unassigned fund balance for the purpose of acquisition of real estate and for phase 1 and phase 2 facility renovations for a community center project.

Motion by Formichella to adopt **RESOLUTION #23-120: RESOLVED**, that the resolution titled, Resolution authorizing the purchase of real estate for town purposes and a special appropriation of \$3,000,000 from unassigned fund balance for the purpose of acquisition of real estate and for phase 1 and phase 2 facility renovations for a community center project, a copy of which is available at this meeting and was included in the meeting packet materials, is hereby approved and recommended for adoption by the Town and further move that Town Council waive the reading of said resolution.

Second: Maur

Discussion: Kellogg reviewed presentation slides #18-34. **Formichella** noted that on the discussion of Chalke Hill, this passed summer, SPC had a meeting where councilmembers Wales, Martin and myself discussed about the scope of the Core of Education Facility studies and Chairman Ferris, of Board of Education as well as Superintendent of schools, Joe Kobza and we really appreciated that collaboration and trying to get as many ideas on the table for the Town and our Schools. As for St. Jude and the purchase, this is a long time coming and years of planning and negotiation. **Kellogg** noted that the negotiations started with both parties interested and then there were questions on if the Diocese wanted to pursue it or not, unrelated to the Town. Then over a year ago we entered the MOU to proceed down this path. **Kellogg** noted that he is glad we are finally at this point. **Maur** noted that based off the presentation being made available after this meeting he would still recommend one of two paths, either create two public meetings next week before the Council meeting, one to have a question and answer section and the second for the actual voting of resolutions. **Maur** stated this would give people a chance to feel welcome and ask questions in a less formal proceeding. **Maur** also recommended the option of holding a public meeting for informational purposes in two weeks' time and then do the bonding resolutions at the next meeting. **Maur** feels either of these would be a good idea for Town's people to ask questions before getting into a vote. **Formichella** noted that he does not think that those are bad ideas but that he would not be calling a Town meeting before a Town meeting. **Kellogg** noted that nothing precludes those meeting from having a dialogue at that same meeting and that rather than asking people to come out twice, have them come out on one evening and possibly call the meeting earlier.

Motion passed 8-0:

Voting Yes: **Formichella, Katuska, Lipeles, Maur, O'Rourke, Reid, Rooney, Wales**
Voting No: None
Absent: **Martin**

F. Resolution #23-121: To consider and act upon a resolution Calling for a Town Meeting.

Motion by Formichella to adopt **RESOLUTION #23-121: RESOLVED**, that pursuant to Chapter IX, Section 1 of the Charter of the Town of Monroe, and contingent upon Board of Finance approval, the Town Council hereby calls a Town Meeting, to be warned and held on October 23, 2023, at 6:00 PM in the Monroe Town Council Chambers of the Monroe Town Hall to consider an act upon each of the following entitled resolutions individually, and that the Town Clerk cause notice of such meeting to be posted and published in accordance with law:

1. RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,020,000 FOR A ROAD CONSTRUCTION AND RECONSTRUCTION PHASE 10 PROJECT AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,020,000 TO FINANCE THE APPROPRIATION.
2. RESOLUTION AUTHORIZING AN APPROPRIATION OF \$900,000 FOR VARIOUS SCHOOL FACILITY IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$900,000 TO FINANCE THE APPROPRIATION.
3. RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,030,000 FOR THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND AUTHORIZING THE ISSUANCE OF THE TOWN'S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,030,000 TO FINANCE THE APPROPRIATION.
4. RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE FOR TOWN PURPOSES AND A SPECIAL APPROPRIATION OF \$3,000,000 FROM UNASSIGNED FUND BALANCE FOR THE PURPOSE OF ACQUISITION OF REAL ESTATE AND FOR PHASE 1 AND PHASE 2 FACILITY RENOVATIONS FOR A COMMUNITY CENTER PROJECT.

Second: Lipeles

Discussion: Kellogg stated that this properly warns of the Town meeting. Formichella noted, like he said in the specific bond resolutions, he thinks that it is appropriate to have this meeting on October 23rd. Formichella also noted that regarding the information people need to decide whether or not these are appropriate bonding resolutions and/or the use of unassigned fund balance. We have our capital planning which was passed in the budget for the first three items and we have the First Selectman’s presentation on all of these items including St. Jude property, which has been under negotiations and planning for over a year. There is an opportunity at these Town meetings for questions and I am sure the First Selectman will be in attendance to answer questions. Maur noted that he thinks the time is sufficient at 6:00pm but would recommend changing the motion language to say, “present, discuss and consider an act”, because it is important for the public to recognize that this is their chance to hear the presentation as well as discuss it and that languages accomplishes that goal. Kellogg noted he had no objection to that.

Formichella withdrew his motion and moved that the Town Council adopt **RESOLUTION #23-121:** with the following language added, **RESOLVED**, that pursuant to Chapter IX, Section 1 of the Charter of the Town of Monroe, and contingent upon Board of Finance approval, the Town Council hereby calls a Town Meeting, to be warned and held on October 23, 2023, at 6:00 PM in the Monroe Town Council Chambers of the Monroe Town Hall to present, discuss, and to consider an act upon each of the following entitled resolutions individually, and that the Town Clerk cause notice of such meeting to be posted and published in accordance with law:

1. RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,020,000 FOR A ROAD CONSTRUCTION AND RECONSTRUCTION PHASE 10 PROJECT AND AUTHORIZING THE ISSUANCE OF THE TOWN’S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,020,000 TO FINANCE THE APPROPRIATION.
2. RESOLUTION AUTHORIZING AN APPROPRIATION OF \$900,000 FOR VARIOUS SCHOOL FACILITY IMPROVEMENTS AND AUTHORIZING THE ISSUANCE OF THE TOWN’S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$900,000 TO FINANCE THE APPROPRIATION.
3. RESOLUTION AUTHORIZING AN APPROPRIATION OF \$1,030,000 FOR THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE DEPARTMENT OF PUBLIC WORKS AND AUTHORIZING THE ISSUANCE OF THE TOWN’S GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$1,030,000 TO FINANCE THE APPROPRIATION.
4. RESOLUTION AUTHORIZING THE PURCHASE OF REAL ESTATE FOR TOWN PURPOSES AND A SPECIAL APPROPRIATION OF \$3,000,000 FROM UNASSIGNED FUND BALANCE FOR THE PURPOSE OF ACQUISITION OF REAL ESTATE AND FOR PHASE 1 AND PHASE 2 FACILITY RENOVATIONS FOR A COMMUNITY CENTER PROJECT.

Second: Lipeles

Motion passed 8-0:

Voting Yes: **Formichella, Katuska, Lipeles, Maur, O’Rourke, Reid, Rooney, Wales**
Voting No: None
Absent: **Martin**

X. PUBLIC PARTICIPATION

Formichella asked if anyone wished to speak on unfinished items from the agenda and, hearing none, closed second Public Participation.

XI. ADJOURNMENT

Formichella adjourned the meeting at 7:59 PM.



PROPOSED CAPITAL PROJECT APPROPRIATIONS & AUTHORIZATIONS FISCAL YEAR 24

October 10, 2023 Town Council Meeting



Proposed Capital Project Appropriations & Authorizations for FY24

Background

- The Capital Budget for FY24, as included in the Annual Town Budget, passed by referendum in May 2023.
- Certain projects are ready to move forward and I have recommended their approval.



Proposed Capital Project Appropriations & Authorizations for FY24

Background

- Additions to the capital budget/plan, which have been discussed with Town Council and Board of Finance:
 - Community Center (St. Jude School) – on tonight’s agenda.
 - Open Space (Benedict’s Property) – NOT on tonight’s agenda – for future consideration, likely FY25, pending successful grant applications.



Proposed Capital Project Appropriations & Authorizations for FY24

Funding Sources for Consideration Tonight

- Bonding
 - Our Town Charter requires all bonding to be recommended by the First Selectman, Town Council and Board of Finance, and then voted upon at a Town Meeting.
 - The bonding resolutions as presented include cost updates on certain projects.



Proposed Capital Project Appropriations & Authorizations for FY24

Funding Sources for Consideration Tonight

- Bonding
 - The budget passed at referendum included projects totaling \$5.8 million to be funded through bonding.
 - Projects being proposed tonight:

Bonding Authorization & Appropriation	Amount
Road Construction & Reconstruction	\$1,020,000
Monroe Public School Facility Improvements	900,000
Public Works Trucks & Equipment	1,030,000
Total	\$2,950,000



Proposed Capital Project Appropriations & Authorizations for FY24

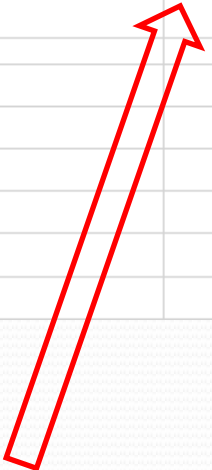
Funding Sources for Consideration Tonight

- Bonding
 - Issuance of municipal bonds – common source for capital projects, especially larger projects with significant investment and lifespan.
 - Monroe's bonded debt has decreased significantly since 2015.
 - State of Connecticut, Office of Policy & Management, reports Monroe's bonded debt per capita is roughly half the state average, ranking #111 out of 169 municipalities.



Proposed Capital Project Appropriations & Authorizations for FY24

	OUTSTANDING GENERAL OBLIGATION BONDS							
	ACTUALS						PROJECTED	
	FY2018	FY2019	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
BEGINNING BALANCE	\$ 35,960,000	\$ 39,055,000	\$ 33,750,000	\$ 30,265,000	\$ 25,310,000	\$ 30,150,000	25,150,000	26,000,000
ADDITIONS	15,125,000	-	12,670,000	-	9,815,000	-	5,910,000	5,950,000
REDUCTIONS	(12,030,000)	(5,305,000)	(16,155,000)	(4,955,000)	(4,975,000)	(5,000,000)	(5,060,000)	(5,650,000)
ENDING BALANCE	\$ 39,055,000	\$ 33,750,000	\$ 30,265,000	\$ 25,310,000	\$ 30,150,000	\$ 25,150,000	26,000,000	26,300,000
5 YEAR ROLLING AVERAGE	\$ 39,795,000	\$ 38,256,000	\$ 35,599,000	\$ 32,868,000	\$ 31,706,000	\$ 28,925,000	\$ 27,375,000	\$ 26,582,000
							BOND RESOLUTIONS PREVIOUSLY APPROVED	\$ 2,960,000
							BOND RESOLUTIONS PROPOSED	
							ROAD CONSTRUCTION & RECONSTRUCTION	\$ 1,020,000
							MONROE PUBLIC SCHOOL FACILITY IMPROVEMENTS	\$ 900,000
							DPW VEHICLES & EQUIPMENT	\$ 1,030,000
							TOTAL PROJECTED DEBT TO BE ISSUED IN FY2024	\$ 5,910,000



DECLINING ROLLING 5-YEAR AVERAGE



Proposed Capital Project Appropriations & Authorizations for FY24

Funding Sources for Consideration Tonight

- Unassigned Fund Balance
 - Our Town Charter requires all Special Appropriations over \$150,000 to be recommended by the First Selectman, Town Council and Board of Finance, and then voted upon at a Town Meeting.
 - Same approvals are required for purchase of real estate for Town purposes.



Proposed Capital Project Appropriations & Authorizations for FY24

Funding Sources for Consideration Tonight

- Unassigned Fund Balance
 - Monroe has worked diligently over several years to increase our “rainy day fund” to Board of Finance policy levels.
 - A healthy fund is appropriate to manage crisis; also an important factor in our AAA bond rating, which lowers our debt service costs.



Proposed Capital Project Appropriations & Authorizations for FY24

Funding Sources for Consideration Tonight

- Unassigned Fund Balance:
 - Increased through management of operating expenses, lower costs during budget years & coming in under budget.
 - Increased through revenue surplus from greater investment income than budgeted, prior years' tax collection rates higher than budgeted, and use of grant funds, including ARPA.



Proposed Capital Project Appropriations & Authorizations for FY24

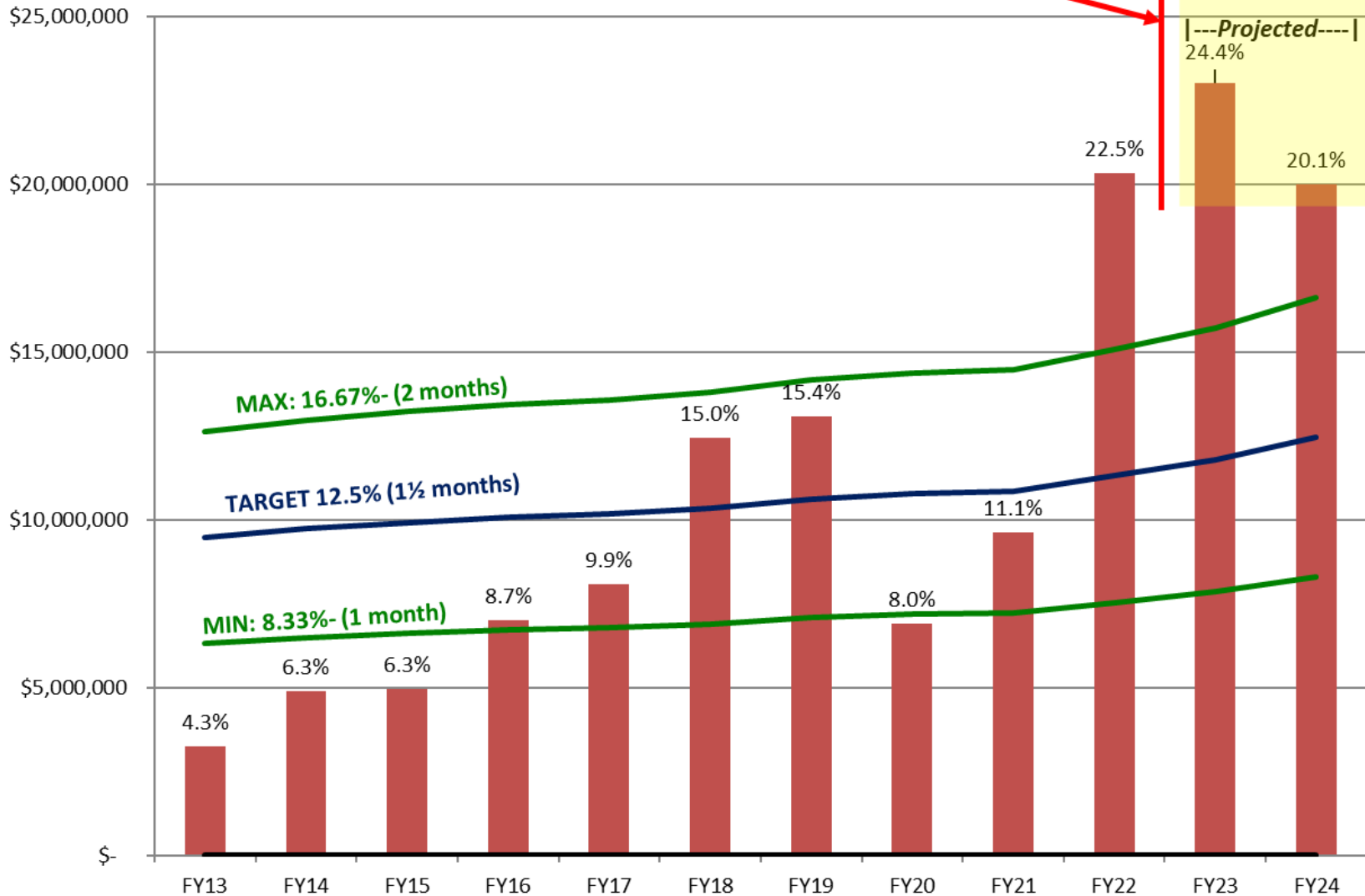
Funding Sources for Consideration Tonight

- Unassigned Fund Balance:
 - Projected fund balance as of July 1, 2023 is over \$23 million
 - Highest on record
 - Does NOT include other “emergency” funds the Town has committed outside of the undesignated fund balance:
 - \$1,000,000 already in a special fund for unforeseen / unpredictable special education costs
 - \$500,000 already in a special fund for disasters (e.g., pandemic)



Unassigned Fund Balance - End of FY

Proposed Special Appropriation of \$3,000,000





Proposed Capital Project Appropriations & Authorizations for FY24

Funding Sources for Consideration Tonight

- Unassigned Fund Balance:
 - Exceeds the Board of Finance “upper limit” policy of 2 months of operating expenditures, or 16.67% of operating budget.
 - Board of Finance has indicated a willingness to utilize \$3,000,000 of fund balance for the Community Center project instead of bonding.



Proposed Capital Project Appropriations & Authorizations for FY24

Tonight's Resolutions for Consideration:

Bonding Authorization & Appropriation	Amount
Road Construction & Reconstruction	\$1,020,000
Monroe Public School Facility Improvements	900,000
Public Works Trucks & Equipment	1,030,000

Special Appropriation from Fund Balance	Amount
Community Center	\$3,000,000



Proposed Capital Project Appropriations & Authorizations for FY24

ROAD CONSTRUCTION/RECONSTRUCTION

Item	Amount
Phase 10 Road Construction & Reconstruction <ul style="list-style-type: none">Continue to improve our road Pavement Condition Index (PCI).In addition to \$1,500,000 in operating budget and grant funds for roads.	\$1,000,000
Allowance for Bond Issuance Costs	\$20,000
Total	\$1,020,000



Proposed Capital Project Appropriations & Authorizations for FY24

MONROE PUBLIC SCHOOLS FACILITY IMPROVEMENTS

Item	Amount
Jockey Hollow Middle School	
<ul style="list-style-type: none"> Upgrades to door knobs and crash bars 	\$75,000
Fawn Hollow Elementary School	
<ul style="list-style-type: none"> Paving of front driveway and parking lot Replacing exterior doors. 	\$375,000 \$170,000
Stepney Elementary	
<ul style="list-style-type: none"> New drop ceiling and hallway lighting Replace kitchen floor tiles 	\$225,000 \$40,000
Allowance for Bond Issuance Costs	\$15,000
Total	\$900,000



Proposed Capital Project Appropriations & Authorizations for FY24

PUBLIC WORKS TRUCKS & EQUIPMENT

Item	Amount
Rolling Truck Replacement Plan <ul style="list-style-type: none">Two dump trucks	\$600,000
Other Vehicles & Equipment <ul style="list-style-type: none">F550 Truck with plow & spreaderL-90 LoaderExplorer	\$98,000 \$255,000 \$58,000
Allowance for Bond Issuance Costs	\$19,000
Total	\$1,030,000



Proposed Capital Project Appropriations & Authorizations for FY24

Community Center Project

- MOU authorized by Town Council in 2022 to memorialize intent to purchase the former St. Jude School not to exceed \$2.3 million.
- Subsequent agreement on purchase price of \$1,775,750 to account for deferred maintenance items that the Town would address upon closing.
- Agreement is contingent upon all required municipal approvals, including approval at this meeting.



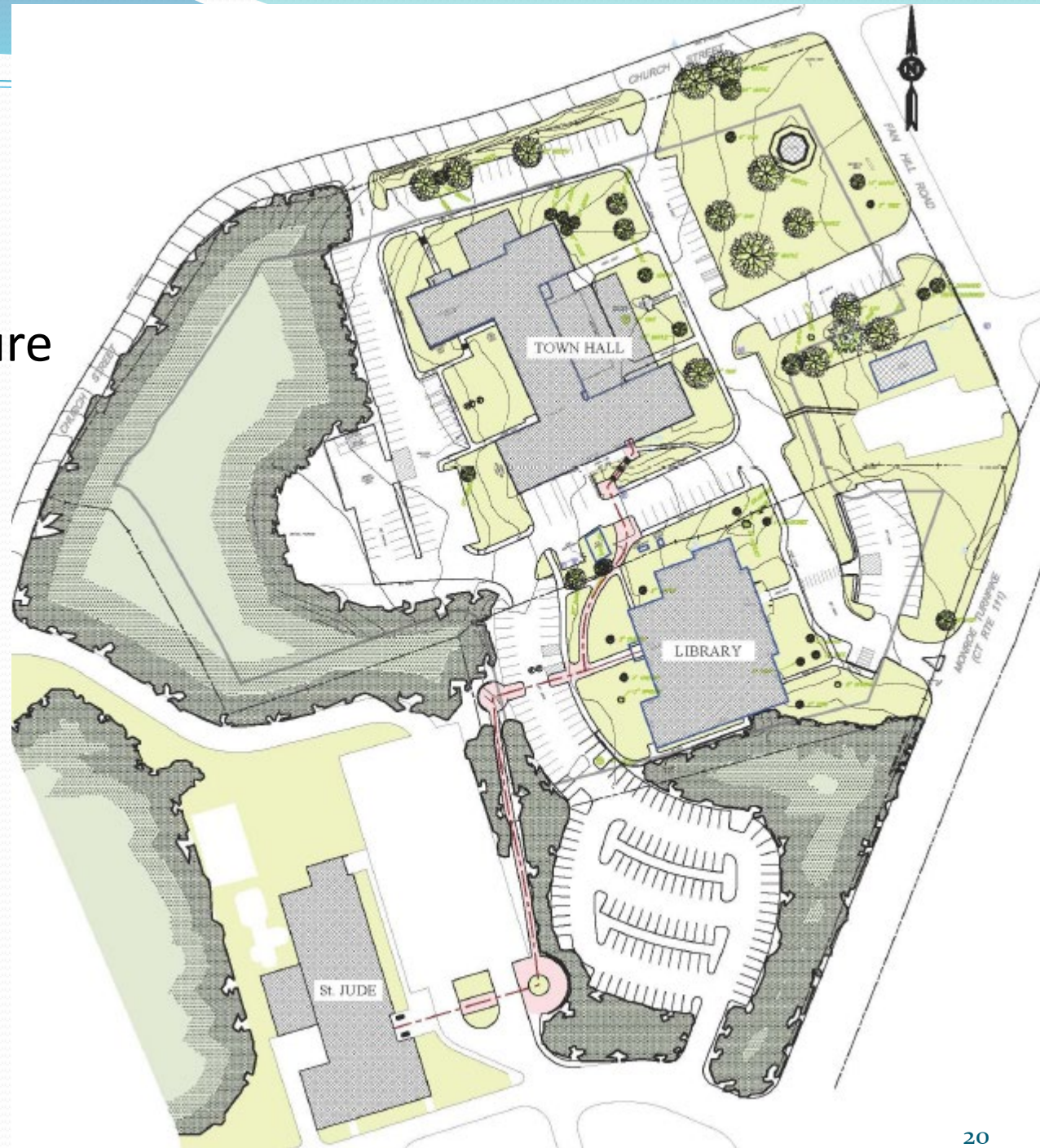
Proposed Capital Project Appropriations & Authorizations for FY24

Why St. Jude?

- Municipal Space Needs Assessment Conducted by DeCarlo & Doll, Inc:
 - Historical community use with space compatible with these functions.
 - Practical size for a Community Center at $\approx 32,290$ square feet.
 - Ability for future migration of municipal offices in line with long-term, strategic plan.
 - Adjacent to Town Hall and a “rare opportunity” to “substantially add to the...Town Hall campus.”



- Potential for Future Connectivity
 - Parking
 - Walkways





Proposed Capital Project Appropriations & Authorizations for FY24

Why Not Chalk Hill?

- Municipal Space Needs Assessment Conducted by DeCarlo & Doll, Inc:
 - Significantly higher operating costs. Almost 3 times the size of St. Jude at $\approx 95,000$ square feet.
 - Board of Education security concerns regarding municipal use on school campus – significant limitations.
 - Estimated renovation cost (2021) for Community Center use is \$10.8 million.



Proposed Capital Project Appropriations & Authorizations for FY24

Why Not Chalk Hill?

- Board of Education Facility Study
 - Included in 2023 capital budget
 - Includes need to address increased enrollment
 - Chalk Hill location and building requested to be included in the evaluation.



Proposed Capital Project Appropriations & Authorizations for FY24

Agreement with St. Jude:

- Purchase price \$1,777,750
- 6.2 ± acres encompassing former school and parking lot (and current overflow lot)
- Additional 1.4 ± acre lot to be included solely for the existing septic system; will be re-conveyed to St. Jude in the future.



LOT 1
 ±6.2 ACRES
 TO BE PURCHASED BY
 THE TOWN OF MONROE

LOT 2

LOT 2
 ±8.7 ACRES
 TO BE MAINTAINED BY
 DIOCESE OF BRIDGEPORT

LOT 3
 ±1.4 ACRES
 TO BE DEEDED BACK TO THE
 DIOCESE OF BRIDGEPORT
 UPON CONSTRUCTION OF
 NEW SEPTIC SYSTEM

APPROXIMATE LOCATION
 OF EXISTING RECTORY
 SEPTIC SYSTEM

APPROXIMATE LOCATION
 OF EXISTING SCHOOL
 SEPTIC SYSTEM

APPROXIMATE LOCATION
 OF EXISTING CHURCH
 SEPTIC SYSTEM

Rev. #	Date	Description



SOLLI
ENGINEERING

80 Main Street, Monroe, CT 06468 T: (203) 864-0100 F: (203) 864-0101
 11 Southfield Ave., Norwalk, CT 06858 T: (203) 864-0100 F: (203) 864-0101

Drawn By: VEX	Kevin Solli, P.E. CT 20799
Checked By: LAM	
Approved By: KME	
Project #: 21113481	
Plan Date: 06/03/23	
Scale: 1" = 60'	

ST. JUDE
 707 MONROE TURNPIKE
 MONROE, CONNECTICUT

Sheet Title: CONCEPTUAL SUBDIVISION PLAN	Sheet #: SDP-1
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Community Center

Septic Area
Town to Return to
St. Jude



LOT 3
±1.4 ACRES
TO BE DEEDED BACK TO THE
DIOCESE OF BRIDGEPORT
UPON CONSTRUCTION OF
NEW SEPTIC SYSTEM

APPROXIMATE LOCATION
OF EXISTING RECTORY
SEPTIC SYSTEM

APPROXIMATE LOCATION
OF EXISTING SCHOOL
SEPTIC SYSTEM

APPROXIMATE LOCATION
OF EXISTING CHURCH
SEPTIC SYSTEM

CORDELL STREET

ABBEEY LANE

MONROE TURNPIKE (RTE 156)

Rev. #:	Date:	Description:
Graphic Scale:		
SOLLI ENGINEERING		
88 Main Street, Monroe, CT 06468 T: (203) 865-0100 F: (203) 865-0101 11 Southfield Ave., Norwalk, CT 06854 T: (203) 865-0100 F: (203) 865-0101		
Drawn By:	YER	
Checked By:	LAM	
Approved By:	KME	
Project #:	21113481	
Plan Date:	06/03/21	
Scale:	1" = 60'	Kevin Solli, P.E. CS 22799
Project:		
ST. JUDE 707 MONROE TURNPIKE MONROE, CONNECTICUT		
Sheet Title:		Sheet #:
CONCEPTUAL SUBDIVISION PLAN		SDP-1



Proposed Capital Project Appropriations & Authorizations for FY24

Agreement with St. Jude:

- Contingent upon all required municipal approvals in addition to standard real estate transaction terms (120-180 days)
- Closing 30 days from municipal approvals.



Proposed Capital Project Appropriations & Authorizations for FY24

Agreement with St. Jude:

- St. Jude – Limited continued used:
 - Up to 8 classrooms on the 2nd floor for up to 10 hours per week, until:
 - The Town relocates septic and re-conveys the “septic lot” or
 - 10 years from closing, subject to extension, or
 - 120 days after Town provides notice of St. Jude relocation to facility in town within 3 miles.
 - St. Jude to pay for pro rata operating and maintenance costs.



Proposed Capital Project Appropriations & Authorizations for FY24

Agreement with St. Jude:

- St. Jude – Ongoing use:
 - Parking lot – specific hours on Saturday evenings and Sundays.



Proposed Capital Project Appropriations & Authorizations for FY24

Community Center Implementation Phases

- Phase 1 – upon closing:
 - Town use on 1st Floor; St. Jude limited use on 2nd floor.
 - Limited renovations – structural improvements and fire code.
 - Costs for subdivision of lot and land use approvals.
 - Adult & children’s programming / municipal use of gymnasium.
 - Parks & Recreation offices and children's (up to grade 12) programming on first floor classrooms.



Proposed Capital Project Appropriations & Authorizations for FY24

Community Center Implementation Phases

- Phase 2 – short-term, at Town’s discretion:
 - Town use on 1st Floor; St. Jude limited use on 2nd floor.
 - Additional renovations to address code requirements to add:
 - Adult Parks & Recreation programming in classrooms on 1st floor
 - Community Services / Senior Center programming / services in classrooms
 - Costs of land use approvals.



Proposed Capital Project Appropriations & Authorizations for FY24

Community Center Implementation Phases

- Phase 3 – Long-term – for future funding authorization:
 - Exclusive Town use
 - Renovate 2nd floor to move Parks & Recreation programming.
 - Renovate 1st floor to move municipal offices such as all permitting functions.
 - Mechanical/utility upgrades and replacements, install elevator, replace windows, mill & overlay parking lot.



Proposed Capital Project Appropriations & Authorizations for FY24

Community Center Implementation Phases

- Phase 3 – Long-term – for future funding authorization:
 - Estimated at \$3.7 million.
 - Ability to pursue future grant opportunities and state aid to offset costs.
- Total project design and construction costs less than building new.
 - Design engineering estimate of \$12.9 - \$16.1 million for new construction of same size.



Proposed Capital Project Appropriations & Authorizations for FY24

Community Center Operating Costs

- Estimated Ongoing Operating Costs
 - \$100-\$125k annually, based upon St. Jude actuals from prior years' operation, escalated to 2024.
- Estimated Incremental Revenue
 - Parks & Recreation programming would include both free and fee-based programs.
 - Full utilization of 1st floor and gymnasium projection of \$225k in net program revenue.
- Net operating surplus available to fund additional free programming and/or put towards future facility improvements.



Proposed Capital Project Appropriations & Authorizations for FY24

Community Center – Proposed Resolution:

- Purchase of real estate for Town purposes.
- Special Appropriation from Unassigned Fund Balance for Purchase and Phase 1 & 2 Renovations.

COMMUNITY CENTER PROJECT	
Item	Amount
Purchase	\$1,775,750
Phase 1	842,440
Phase 2	367,290
Additional Contingency	14,520
Total	\$3,000,000

TO: Jonathan Formichella, Town Council , Chairman
 FROM: Deborah Heim, Tax Collector
 DATE: November 7, 2023
 SUBJECT: Requests for Refunds

The following is a list of refunds submitted for Town Council's approval.

NAME	FULL ADDRESS	\$ AMOUNT
ACAR Leasing LTD	PO Box 1990 Fort Worth, TX 76107	700.69
Advanced Carpet	10 Johnson Pl Monroe, CT 06468	26.78
Ally Finance	PO Box 9001951 Louisville, KY 40290	627.14
Altieri Raymond	123 Grist Mill Rd Monroe, CT 06468	465.50
Altieri Raymond	123 Grist Mill Rd Monroe, CT 06468	489.34
Barrett Daniel	6 Calhoun Ave Trumbull, CT 06611	416.59
CCAP Auto Lease LTD	1601 Elm St Dallas, TX 75201	319.86
Cheney Michael C	23 Lynn Dr Monroe, CT 06468	22.70
Csuka Margaret A	58 Ryegate Ter Monroe, CT 06468	20.94
Csuka Paul and Margaret	58 Ryegate Ter Monroe, CT 06468	37.96
Dunbar Michele	71 Turkey Roost Rd Monroe, CT 06468	566.01
Fisher Kenneth & Marge	26 Bear Paw Rd Trumbull, CT 06611	58.21
Frosolone Stephen & Germaine	29 Blueberry Hill Rd Monroe, CT 06468	61.32
Greer Donald T Jr	72 Foisey Hill Claremont, NH 03743	177.78
JP Morgan Chase Bank	700 Kansas Ln Monroe,LA 71203	290.68
Key Therapy LLC	731 Main ST Monroe, CT 06468	13.33
Nissan Infinti LT	PO Box 650214 Dallas, TX 75265	362.96
Nissan Infinti LT	PO Box 650214 Dallas, Tx 75265	332.14
Nissan Infinti LT	PO Box 650214 Dallas, TX 75265	114.58
Norton Joseph	100 Alsace St Bridgeport, CT 06604	10.00
Pearlstone David	23 Old Newtown Rd Monroe, CT 06468	302.84
Sova Michael	188 Guinea Rd Monroe, CT 06468	13.01
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	506.02
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	479.76
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	759.63
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	853.76
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	444.70
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	137.36
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	603.50
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	468.34
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	427.50
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	145.44
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	144.28
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	431.66
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	300.74
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	468.08
Toyota Lease Trust	20 Commerce Way Ste 800 Woburn MA 01801	314.44
VW Credit Leasing LTD	1401 Franklin Blvd Libertyville, IL 60048	833.90
VW Credit Leasing LTD	1401 Franklin Blvd Libertyville, IL 60048	595.74
VW Credit Leasing LTD	1401 Franklin Blvd Libertyville, IL 60048	531.96

TOTAL \$ 13,877.17



Deborah E Heim
 Tax Collector

For the Town Council



TOWN OF MONROE


OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.org



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Lisa Pane, EMS Administrator
Kim Cassia, Director of Community & Social Services
Nicole Cignoli, Library Director

Subject: Donations

The attached donations were received for various Town programs. I ask that you accept these donations at your next meeting.

2023-11-13 Town Council Meeting - Donations

DONATIONS Individually Under \$1,500

Donor	Bicentennial Committee	Community & Social Services	Community Emergency Response Team	Edith Wheeler Memorial Library	Emergency Medical Services	Farmers' Market	Food Pantry	Police Department	Project Warmth
Wayne Bufferd				\$ 100.00					
David P Haydu							\$ 300.00		
Kenneth & Patricia Piddington							\$ 35.00		
Joyce Shawah							\$ 50.00		
Town Fair Tire Foundation, Inc.							\$ 1,000.00		
Whitney Farms Men's Club Golf							\$ 350.00		
David & Virginia Pettigrew							\$ 100.00		
Ernest & Marcy Lafollette							\$ 50.00		
Judith A. Davis							\$ 500.00		
Yoland A. Kelly							\$ 50.00		
Dona-Lyn P. Wales							\$ 50.00		
Christine & John Lockwood							\$ 200.00		
Marilyn Garmella (Transportation)		\$ 20.00							
Barbara DeAngelo (Transportation)		\$ 20.00							
Jean Murdoch (Transportation)		\$ 15.00							
Alberta F Leone (Transportation)		\$ 10.00							
Helen Glus		\$ 60.00							
Stop & Shop Bloomin '4 Good Program		\$ 6.00							
Anonymous Cash Donations (Transportation)		\$ 131.00							
Marcella Politano (Transportation)		\$ 16.00							
Minu Kragler (Transportation)		\$ 50.00							
Sippin Energy									\$ 1,100.00
Spadaccino & Gallagher Funeral Home									\$ 1,300.00
Roy & Jean Nealon									\$ 100.00
Susan R. Bannay									\$ 100.00
George & Charlotte Lazor									\$ 100.00
Pat & Carl Tomchick									\$ 50.00
Deborah Heim									\$ 165.00
At the Podium LLC									\$ 505.00
Victor W. Yanosy									\$ 200.00
Ernest & Marcy Lafollette									\$ 225.00
Kevin & Melissa Catalano									\$ 400.00
Nina P. Gagnon									\$ 100.00
Edward & Mary Stuart									\$ 200.00
Justin & Janice Persico									\$ 200.00
Karen & Robert Burnaska									\$ 200.00
Gerald & Katherine Stevens									\$ 400.00
Michelle A. Orr									\$ 200.00
Shawn & Alexis Cornut									\$ 200.00
Alicia DeSanti									\$ 200.00
Susan A. Koneff									\$ 100.00
Raymond Giovanni									\$ 600.00
Philip & Cathleen Lindstrom									\$ 200.00
Kimberly & Dennis Cassia									\$ 200.00
Gregory & Katherine Loehr									\$ 200.00
Frederick & Dorothy Martin									\$ 200.00
Francis & Debra Dutches									\$ 500.00
Jane & Michael O' Reilly									\$ 200.00
Gianfranco & Elizabeth Fontana									\$ 200.00
Newtown Savings Bank									\$ 100.00
Cash- Raffle									\$ 625.00
Cash- 50/50 Raffle									\$ 162.00
Cash- Wine Pull									\$ 340.00
Monroe Historical Society				\$ 100.00					
Burnaska Family				\$ 50.00					
Lorna Rhyns				\$ 30.00					
	\$ -	\$ 328.00	\$ -	\$ 180.00	\$ 100.00	\$ -	\$ 2,685.00	\$ -	\$ 9,572.00

IN-KIND DONATIONS

Anonymous					3 books in Childrens Department				
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2023-11-13 Town Council Meeting - Donations

Donor	Bicentennial Committee	Community & Social Services	Community Emergency Response Team	Edith Wheeler Memorial Library	Emergency Medical Services	Farmers' Market	Food Pantry	Police Department	Project Warmth
Anonymous					3 books and 9 DVD's in Tech Services				

Totals for All Donations Individually Under \$1,500

Community & Social Services:	\$	328.00	
Edith Wheeler Memorial Library:	\$	180.00	& in-kind donations as referenced above
Emergency Medical Services:	\$	100.00	
Food Pantry:	\$	2,685.00	
Project Warmth:	\$	9,572.00	
Totals Donations Individually Under \$1,500	\$	12,865.00	

DONATIONS Individually \$1,500 or Greater

Project Warmth			
Newtown Savings Bank Foundation	\$	2,000.00	Sponsorship for Bicentennial Ball
Polar Energy	\$	2,000.00	Sponsorship for Bicentennial Ball
Smart Care Exteriors LLC	\$	2,000.00	Sponsorship for Bicentennial Ball
Monroe First Foundation	\$	5,000.00	Sponsorship for Bicentennial Ball
Food Pantry			
Carolyn Giampe	\$	2,500.00	
Senior Center			
Monroe First Foundation	\$	2,000.00	Program Fund

\$ 15,500.00



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Keith White, Emergency Management Director
Bill Davin, Deputy Emergency Management Director
Bill Holsworth, Director of Economic & Community Development

Subject: **Resolution Regarding FFY 2023 Emergency Management Performance Grant Program Application**

As in prior years, the Town has the opportunity to receive funding from the State of Connecticut through the Emergency Management Performance Grant Program. Attached for your reference is the application for the aforementioned grant program for FFY 2023, which will provide \$9,717 in support for stipends for the Emergency Management Director and Deputies. Funding is provided on a strict per capita formula with the Town's budgetary match of at least 50%.

For the Town to apply for this program, the State of Connecticut requires a specific resolution from the municipality's legislative body as provided below.

This has been reviewed by our Town Attorney, who has provided his attached letter of opinion.

I respectfully request that you approve the following resolution at your next meeting:

RESOLUTION #23-122: RESOLVED, that the Town of Monroe may enter into with and deliver to the State of Connecticut Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate pertaining to the FFY 2023 Emergency Management Performance Grant Program; and

FURTHER RESOLVED, that Kenneth M. Kellogg, as First Selectman of the Town of Monroe, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Monroe and to do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of such documents.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
FY2023 Emergency Management Performance Grant (“Grant Agreement”)
Agreement between the Town of Monroe (“Town”) and State of Connecticut-Department of Emergency
Services and Public Protection (“State”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Grant Agreement between the Town and State regarding the annual and above-referenced FY2023 Emergency Management Performance Grant Agreement which represents the annual grant to the Town for the therein stated purpose for the period 10/1/23-9/30/24. It should be noted that this form Grant Agreement, including the EMPG Program Manual (referenced by link therein) is one familiar to the Town and requires submission on an annual basis to identify the Town employees funded by this grant as well as to provide consent and compliance with budgetary terms as set forth therein.

Pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreement in form and content. Accordingly, I recommend that said Agreement be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Lastly, as you are aware, the Grant requires the execution of both of the Town’s Emergency Management Director, Chief White and Finance Director, Ron Bunovsky, all of which are ancillary in their representations to the Agreement and which do not require Town Council authority.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

Francis Lieto



E.MERGENCY M.ANAGEMENT P.PERFORMANCE G.RANT

FFY 2023 APPLICATION

**Application Deadline to your DEMHS
Regional Office is March 30, 2024**



State of Connecticut

**Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security**

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COMPLETION CHECKLIST FOR SUB-GRANTEE

Please use this aid to ensure all documents are included in your submission. More detailed information is available in the EMPG Manual. Note: The application front page & section A (Instructions) do not need to be submitted.

- Section B: Application Information and Data Sheet
- Section C: Municipal Resolution
- Section D: EMPG Financial Tool Budget Tab
- Section E: Master Staffing Pattern and Training History
- Section F: NEMA Survey attached (Optional)
- Job Descriptions have been attached if applicable (Available on website)

DEMHS REGIONAL CONTACT INFO

For assistance filling out this application please contact your DEMHS Regional Coordinator.

Region 1	Robert Kenny Regional Coordinator	149 Prospect Street, Bridgeport, CT 06604 Phone: 860.250.2478 Email: Robert.Kenny@ct.gov	Fax: 203.334.1560
Region 2	Nicole Velardi Regional Coordinator	OB-1 #103 12 Wintergreen Avenue New Haven 06515 Phone: 860.250.3453 Email: Nicole.Velardi@ct.gov	Fax: TBD
Region 3	Josh Cingranelli Regional Coordinator	DEMHS - 360 Broad Street Hartford CT 06105 Phone:860.250-2548 Email: Josh.Cingranelli@ct.gov Mailing address: P.O. Box 1236 Glastonbury, CT 06033	Fax: 860.257.4621
Region 4	Michael Caplet Regional Coordinator	15-B Old Hartford Road Colchester, CT 06415 Phone:860.250.3449 Email: Mike.Caplet@ct.gov	Fax: 860.465.5464
Region 5	John Field Regional Coordinator	55 West Main Street, Suite 300 Box 4 Waterbury, CT 06702 Phone: 860.250.2535 Email: John.Field@ct.gov	Fax: 203.591.3529

SECTION A. APPLICATION INSTRUCTIONS

Below are brief instructions for filling out each application form. Please fill out these forms completely and accurately. **Electronic signatures are accepted on all documents.** Please **sign** or **initial** where you see the following tabs:



1. **Manual:** Please print and review the EMPG Program Manual (<https://portal.ct.gov/DEMHS/Grants/Emergency-Management-Performance-Grant/Guidance-and-Forms>). The Subgrantee is responsible for the information contained in this document. More complete instructions are available in this document.
2. **Section B: Applicant Information and Datasheet:** Please fill out boxes 1-16 with the necessary information.
3. **Section C: Municipal Resolution:** Please provide a municipal resolution to grant the Chief Executive Officer the authority to sign the EMPG application package on behalf of the municipality. For more information on resolution specifics please reference the EMPG Program Manual.
4. **Section D: EMPG FINANCIAL TOOL-Budget Preparation:** Fill in your budget request for the performance period of 10/1/23-9/30/24 in the 2023 EMPG SLA Financial Tool. Please submit this budget electronically to your DEMHS Regional Office for review upon submittal of the application. Please consult the 2023 EMPG Manual for any additional forms.
5. **Section E: Master Staffing Pattern:** The Master Staffing Form comes pre-populated with the training records of local personnel who have reported completion of the IS and/or PDS course requirements. Towns may use this form to report on any additional courses completed since their last EMPG application.
6. **Additional Forms:** Please review the remaining list of forms available on our website at <https://portal.ct.gov/DEMHS/Grants/Emergency-Management-Performance-Grant/Guidance-and-Forms> to determine if any of these forms will be needed for your application:
 - Emergency Management Director Job Description** – Use this form if you have hired a new Emergency Management Director.
 - Emergency Management Deputy Director Job Description** – Use this form if you have hired a new Emergency Management Deputy Director.
 - Emergency Management Support Staff Job Description** – Use this form if you have hired new Emergency Management Support Staff (e.g. Clerical).
 - Request for Transcripts from EMI** – Use this form to request a transcript of the courses you have completed through FEMA and/or the Emergency Management Institute (EMI).

Once all of the necessary forms are filled out and signed, complete the application by signing and dating the Applicant Information and Data Sheet. Attach the Budget and all other forms and submit the Application Package to your DEMHS Regional Office.

SECTION B. EMPG APPLICATION INFORMATION AND DATA SHEET

All Forms Must Be Original - Copies Will Not Be Accepted

Mail Completed Applications To:
DEMHS Regional Coordinator (See Page 2 of this application for contact information)

SPCP Unit Use Only

1. Name of Municipality or Agency Applying for Subgrant: **2. Period of Award for this Subgrant: 10/1/23 – 9/30/24**

3. Emergency Management Director Name & Address

Name: _____ Title: _____
Organization: _____
Address Line 1: _____
Address Line 2: _____
City/State/Zip: _____
Phone: _____ Fax: _____
E-mail: _____

4. Official Authorized to Sign for the Applicant:

Name: _____ Title: _____
Organization: _____
Address Line 1: _____
Address Line 2: _____
City/State/Zip: _____
Phone: _____ Fax: _____
E-mail: _____

5. Municipal/Agency Financial Officer

Name: _____ Title: _____
Organization: _____
Address Line 1: _____
Address Line 2: _____
City/State/Zip: _____
Phone: _____ Fax: _____
E-mail: _____

6. Fiscal Point of Contact: (If Different than Financial Officer)

Name: _____ Title: _____
Organization: _____
Address Line 1: _____
Address Line 2: _____
City/State/Zip: _____
Phone: _____ Fax: _____
E-mail: _____

7. Applicant FEIN:

8. Applicant DUNS #:

9. Applicant Fiscal Year End:

10. Date of Last Audit:

11. Dates Covered by Last Audit: _____ to _____

12. Date of Next Audit:

13. Dates to be Covered by Next Audit: _____ to _____

Please note that the information required for boxes 9 through 13 refers to the sub-grantee's audit cycle.

FEDERAL AUDIT AND DEBARMENT REQUIREMENT CERTIFICATION

14. ACKNOWLEDGEMENT OF FEDERAL SINGLE AUDIT SELF REPORTING REQUIREMENTS

- Sub-grantees that are required to undergo a Federal Single Audit as mandated by OMB Circular A-133 must alert CT DEMHS, in writing, to any specific findings and/or deficiencies with regard to the use of federal grant funds within 45 days of receipt of their audit report. This notification must identify the finding(s) / deficiencies and a corrective action plan for each.
- All sub-grantees must submit to CT DEMHS a copy of the audit report section pertaining to use of federal grant funds regardless of any findings or deficiencies, within 45 days of the receipt of that report.

Initial to indicate that this requirement has been read and understood: _____

INITIAL

15. ACKNOWLEDGEMENT OF DEBARMENT REQUIREMENTS:

- The sub-grantee will confirm the eligibility status (via Sam.gov) of all vendors/contractors that the sub-grantee pays with EMPG SLA funds. The subgrantee will confirm that the vendors/contractors do not appear on the SAM's Exclusion List of federally debarred or suspended vendors.

Initial to indicate that this requirement has been read and understood: _____

INITIAL

16. I, the undersigned, for and on behalf of the named municipality, state agency, or regional planning organization, do herewith apply for this subgrant, attest that, to the best of my knowledge, the statements made herein are true, and agree to any general or special grant conditions attached to this grant application form.

SIGN & DATE

Authorized Signatory: X _____ Date: _____

SECTION C. AUTHORIZING RESOLUTION

All Forms Must Be Original - Copies Will Not Be Accepted

This Blanket Resolution Can Also Be Used to Satisfy the Requirements of the Homeland Security Grant Program

AUTHORIZING RESOLUTION OF THE

(Insert name of governing body--for example, town council)

CERTIFICATION:

I, _____, the _____ of _____,
(keeper of the records—for ex. town clerk or secretary of council)

do hereby certify that the following is a true and correct copy of a resolution adopted by
_____ at its duly called and held meeting on _____, 20____,
(name of governing body) *(Month, Day)*

at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the _____ may enter into with and deliver
(name of governing body)

to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that _____, as _____ of
(name and title of officer)

_____,
(Name of governing body)

is authorized and directed to execute and deliver any and all documents on behalf of the

_____ and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents.

The undersigned further certifies that _____
(name of officer)

now holds the office of _____ and that he/she has held that office since _____.

IN WITNESS WHEREOF: The undersigned has executed this certificate this _____ day of

_____ 20_____

(Name and title of record keeper)



The Chief Executive Officer has not changed since the previous resolution was authorized on _____
(Date)

SECTION D. EMPG SLA FINANCIAL TOOL-BUDGET

Please Note: Applications will not be reviewed without the submittal of the EMPG Financial Tool “Application Budget” tabs.

Fill out the Application Budget portion of the tool by filling out the teal boxes for the following:

1. Award Amounts:

Per Capita Award: This amount is based on your town’s population as listed in the State Register and Manual.

Sub grant Allocation: This totals as you fill in the categories below.

2. Enter Categories:

- **Personnel-** Enter the total estimated cost for salaries or stipends for full or part-time EMDs, Deputy EMDs and support staff.
- **Organization-** Enter the total estimated cost for your phone bills, fax, internet bills, cable TV, WIFI etc. Please note that all services must be concluded and paid before seeking reimbursement.
- **Equipment-** Enter the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems, EOC furniture etc.
- **In kind-** Enter the total estimated cost for any in-kind costs including Volunteer EMDs, Deputy EMDs or Support Staff time and any donated new equipment. Note: In-Kind Allocations require 2X the match.

Personal Protective Equipment (PPE)
 Enter the PPE allocation from the front page into this cell. **Note: The PPE allocation can only be spent on PPE. PPE allocations are matched by state funding.**

All other- Enter the total estimated cost for all other items. Must receive pre-approval from DEMHS Regional Coordinator.

Unallocated – This is the remaining balance of funding that you have not yet allocated to a particular category.

EMPG Subgrant Budget (Fill In Green Cells Only)	
PER CAPITA AWARD	
Total:	\$22,840.65
Federal Per Capita Share:	\$11,420.33
Match:	\$11,420.33
SUBGRANT ALLOCATION	
Total:	\$22,840.65
Federal Per Capita Share:	\$11,420.33
Match (Includes In-Kind):	\$12,920.33
Personnel:	\$16,840.67
<i>Allocate (Enter) the total estimated cost for salaries or stipends for full or part-time EMD's, Deputy EMD's and support staff. If claiming fringe, please provide a fringe benefits letter from the Municipal Finance Director.</i>	
Organization:	\$500.00
<i>Allocate (Enter) the total estimated cost for your phone bills, fax, internet bills, cable TV, WIFI etc. Please note that all services must be concluded and paid before seeking reimbursement.</i>	
Equipment:	\$2,412.34
<i>Allocate (Enter) the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems, EOC furniture etc.</i>	
In-Kind - Requires Double Match:	\$1,500.00
<i>Allocate (Enter) the total estimated cost for any in-kind costs including Volunteer EMDs, Deputy EMDs or Support Staff time and any donated new equipment. Note: In-Kind Allocations require 2X the match. For a volunteer time form please visit the DEMHS website at http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411692</i>	
Personal Protection Equipment:	\$1,087.64
<i>Allocate (Enter) the total amount of PPE shown for your town here. PPE funding may be used for face masks, sanitizer, gloves, no touch devices, shields etc. No match is required for PPE.</i>	
All Other Costs	\$500.00
<i>Allocate (Enter) the total amount of all other costs (Travel, Training, Mileage, Meetings, EOC Activations, Emergency Responses etc..</i>	
Unallocated:	\$0.00
<i>Certification: I hereby certify that the information contained herein is based</i>	

Section E. EMPG Master Staffing Pattern and Training History

The purpose of this form is to collect information regarding employees who will be funded under the Emergency Management Performance Grant (EMPG). Shown on the form are the current training records (completed courses are marked with their dates of completion) by your EMPG funded staff according to our records. These courses are required for all staff funded partially or fully under the EMPG.

Instructions: If you have completed additional courses please fill in the dates of completion for any courses. Please provide a copy of the course certificate(s). The deadline for new staff to complete all of the required courses is September 30, 2024.

Name	Position	Required Training Courses (Completed Courses Shown with date of completion)										
		IS-100.c	IS- 120.c	IS 200.c	IS-230.d	IS-235.c	IS-240.b	IS-241.b	IS-242.b	IS-244.b	IS-700.b	IS-800.c

If an employee funded by EMPG has yet to complete the Required FEMA IS courses at <https://training.fema.gov/is/searchis.aspx?search=PDS> (Professional Development Series) please complete the missing courses and submit your training certificate to your Division of Emergency Management and Homeland Security (DEMHS) Regional Office. If you need to request training certificates from FEMA, please request your transcript using the Transcript Request Form – EMI. You can find this form on our website at <https://training.fema.gov/emiweb/downloads/tranrqst1.pdf>

SECTION F. NEMA QUESTIONNAIRE

Each year the Division of Emergency Management and Homeland Security (DEMHS) fills out a survey from the National Emergency Management Association (NEMA). The purpose of the survey is to justify the funding we receive under the Emergency Management Performance Grant (EMPG).

To help us in filling out the survey for FY 2023, DEMHS is asking our EMPG participating towns to answer a few brief questions. Your answers will assist NEMA in justifying continued funding of the EMPG program to Congress.

1. What is your total emergency management budget: \$_____.
Please provide your total budget even if these costs exceed your EMPG allocation.

2. Is your Emergency Management Director?:
(Check One)
 Full-Time
 Part-Time
 Volunteer

3. Which official (if any) has the authority to issue a mandatory evacuation order?:
(Check One)
 Mayor
 First Selectman
 Town Manager
 Other

SECTION G. OPT OUT STATEMENT

If a municipality desires to opt out of receiving funding this year, please send an email from the municipal Finance Director to your DEMHS Regional Office containing the following language:

The municipality of _____ is electing to opt-out of the Emergency Management Performance Grant for FY 2023. We understand that our municipality is forgoing matching funding for emergency management activities for the period from 10/1/23 to 9/30/24.

Sincerely,

Finance Director

Note: If the municipality reconsiders their decision at a later date, the municipality can still apply for FY 2023 EMPG funding up until the final deadline of March 30, 2024.



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Kurt Anderson, General Manager, WMNR

Subject: Resolution Regarding WMNR Corporation for Public Broadcasting Grant

Once again, WMNR is able to benefit from an annual grant from the Corporation for Public Broadcasting (CPB). This grant for 2024 is for \$91,272, which goes directly for the operation of WMNR, is not a matching grant, and is relatively unrestricted. Only \$24,023 will be required to be spent on the purchase or production of nationally syndicated programs. The station spends at least this amount on national overnight and early morning classical music programs.

This matter has been reviewed by our Town Attorney, who has provided the attached letter of opinion.

I respectfully request that you approve the following resolution at your next meeting:

RESOLUTION #23-123: RESOLVED, that the 2024 Radio Community Service Grant Agreement and Certification of Eligibility dated October 1, 2023, by and between the Corporation for the Public Broadcasting (CPB) and the Town of Monroe and WMNR-FM are hereby approved and that Kenneth M. Kellogg, First Selectman and Kurt Anderson, General Manager of WMNR- FM are authorized to execute the agreement on behalf of the Town of Monroe as Licensee and WMNR-FM as Grantee, respectively.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
FY2024 Radio Community Service Grant for WMNR
Agreement between the Town of Monroe ("Town") and
Corporation for Public Broadcasting ("CPB") ("Agreement")

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement regarding the provision of annual grant funding from CFB to WMNR for FY2024. As you and the Town Council are aware, this grant is presented on an annual basis and provides WMNR with the majority of its required fiscal year operational funds. As is the case annually, this grant requires dual execution, by both WMNR General Manager Kurt Anderson, as the "head of grantee" and the First Selectman as "licensee official".

Therefore, pursuant to Chapter V, Section 14 of the Town of Monroe Charter ("Charter"), I hereby approve the Agreement in form and content. Accordingly, I recommend that said Agreement be forthwith submitted to the Town Council for approval and execution thereof by you and Mr. Anderson pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto

KURT ANDERSON

[Financial Reporting](#)[Legal Forms](#)[Grant Payments](#)[Grantee Profile](#)[Legal Forms](#) \ Radio Community Service Grant Agreement

Current Grantee View:

WMNR-FM

2024 Radio Community Service Grant Agreement and Certification of Eligibility

[Radio CSG Agreement](#)[For inquiries, please send an email to csg@cpb.org.](mailto:csg@cpb.org)

By this agreement (the Agreement), dated October 1, 2023, by and between the Corporation for Public Broadcasting (CPB) and the Licensee and Grantee named in Section I below (collectively Grantee), CPB and Grantee, in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby agree as follows:

I. Licensee/Grantee Information

ID	1337
Grantee Name	WMNR-FM
City	Monroe
State	CT
Licensee Name	Town of Monroe, Connecticut
Licensee Type	Local Authority

II. Grant Offer, Acceptance and Conditions

- A. Grant Offer and Acceptance:** CPB offers and Grantee accepts the grants (Grant(s)) set forth in Section III below, subject to all the terms and conditions herein and subject to Grantee's certification that it complies with requirements described in Sections IV and V below. CPB has calculated and offered the Grants in reliance and contingent upon the accuracy of the following:
- The representations and warranties made by Grantee to qualify for and receive the Grants.
 - Grantee's FY 2022 audited financial statements (or unaudited if permitted by CPB) and its Annual Financial Report (AFR) or Annual Financial Summary Report (FSR), whichever is applicable.
- B. Conditions:** In addition to the terms and conditions stated herein, this Agreement incorporates by reference and Grantee must fully comply with the Communications Act of 1934, 47 U.S.C. § 396, et seq. ([Communications Act or Act](#)); CPB's Radio Community Service Grant General Provisions and Eligibility Criteria ([General Provisions](#)), the Financial Reporting Guidelines and the Application of Principles of Accounting and Financial Reporting Applicable to Public Telecommunications Entities. These documents are incorporated herein by reference as if fully set forth herein.
- C. Grant Adjustments:** Grantee acknowledges that the only source of funding for the Grants is the appropriation to CPB by the United States Congress, and that the Grants are, therefore, contingent upon CPB receiving its FY 2024 federal appropriation in the amount of **\$525,000,000**. CPB will reserve one percent of this appropriation in advance of a potential rescission and calculate grants based on a revised amount of **\$519,750,000**. If the one percent rescission does not occur, CPB will distribute the reserved CSG funds during FY 2025 grantmaking. In the event a larger reduction occurs in the amount of that appropriation, which is allocated to such Grants, whether by rescission or otherwise and whether before or after Grant funds are paid to Grantee, the Grants shall be recalculated based on the revised appropriation and reduced accordingly. CPB will notify Grantee of the amount of any such reduction, and Grantee agrees to promptly return the amount to CPB. CPB may, at its sole discretion, elect to recover all or part of such funds immediately or by reducing future payments that may be due Grantee under this or any other CPB grant program. Grantee hereby agrees to any adjustments to its Grants as determined solely by CPB.
- D. Indemnification by Grantee:** Unless Grantee is a governmental entity prohibited by applicable state law from providing indemnification, Grantee agrees to indemnify and hold harmless CPB, its directors, officers, agents, and employees, from and against any and all liabilities (including attorneys' fees) arising out of Grantee's use of the Grant(s), and any breach by Grantee of any term of the Agreement, or the General Provisions.
- E. Representations and Warranties:** Grantee represents and warrants:

1. That the information Grantee provided in this Agreement is true and accurate;
2. That Grantee shall promptly notify CPB, at csg@cpb.org, of its failure to comply with any of the requirements set forth in this Agreement and in the General Provisions, and of any changes to or inaccuracies in its Communications Act Compliance, as set forth in Section IV, below;
3. That Grantee shall comply with all the terms and conditions herein and in the General Provisions; and
4. That all funds Grantee received pursuant to the FY 2022 General Provisions were expended during the period beginning October 1, 2021 and ending September 30, 2023; and, if not, the unexpended funds were returned to CPB.

III. Grant Amounts and Spending Period

- A. Grant Amounts:** Below are the Grants and their amounts awarded by CPB to Grantee for all of Grantee's radio stations. Grantee must expend the Grants during the period set forth below.

Community Service Grant (CSG), Rural Support Grant (RSG) CAP Category: 5
Spending Period: 10/01/2023 - 09/30/2025

Grant	CSG	RSG
Final Amount	\$91,272	\$0

Radio CSG Amount (Unrestricted):	\$67,249	Percent:	73.68%
Radio CSG Amount (Restricted):	\$24,023	Percent:	26.32%
Radio CSG Amount Total:	\$91,272	Percent:	100%

- B. Grant Payee:** Grantee will receive the Grant payment unless Grantee and CPB agree to an alternate payee in writing.
- C. Grantee's Financial Institution and Address:**

Financial Institution (and address):
 Newtown Savings Bank
 39 Main St,
 Newtown, CT 06470

IV. Communications Act Compliance

Grantee certifies that it currently meets each of the following criteria as indicated below.

Yes	No	Question
A.		Open Meetings
		Meetings of Grantee's governing body, its committees and CAB meetings must be open to the public (47 U.S.C. § 396 (k)(4)). In addition, CPB requires Grantees to give at least seven days' advance notice of meetings, including the time and place.
		Does Grantee meet this requirement?
<input checked="" type="radio"/>	<input type="radio"/>	If yes, identify which of the following CPB-required methods it uses to provide notice:
		<input checked="" type="checkbox"/> posting notice on its station website;
		<input checked="" type="checkbox"/> broadcasting notice on-air between 6 a.m. and 11 p.m., as shown by the station's log;
		<input type="checkbox"/> placing notice in the "Legal Notices" section of a local newspaper in general circulation in the station's primary coverage area; or
		<input type="checkbox"/> giving notice through a recorded announcement accessible on the station's phone system.
B.		Closed Meetings
		Grantee must document why any meetings of its governing body, its committees, and CAB were closed and make available to the public a written statement of the reasons within a reasonable time after the closed meeting (47 U.S.C. § 396 (k)(4)). CPB also requires that the written statement be made available for public inspection, either at Grantee's central office or posted on its station website, within 10 days after each closed meeting.
		Does Grantee comply with these requirements?
<input checked="" type="radio"/>	<input type="radio"/>	

Yes	No	Question
<input checked="" type="radio"/>	<input type="radio"/>	Has Grantee designated a person responsible for documenting the reasons for closing meetings of the governing body, its committees, or meetings of the CAB?
If so, please furnish the information requested below even if Grantee posts the documentation on the station website.		
Name of Responsible Person		<input type="text" value="Vida Stone"/>
Title of Responsible Person		<input type="text" value="Monroe Town Clerk"/>
Location of Documentation (Address)		<input type="text" value="7 Fan Hill Road"/>
Location of Documentation (City)		<input type="text" value="Monroe"/>
Location of Documentation (State)		<input type="text" value="CT"/>

C. **Open Financial Records**

The open financial records provisions of the Act require that Grantees make available to the public their annual financial and audit reports and other financial information they are required to provide to CPB (47 U.S.C. § 396(k)(5)). CPB also requires that Grantees post the following documents on its station website:

- Financial Statement: Most recent audited or unaudited financial statement, if permitted; and
- Annual Financial Report or the Financial Summary Report.

Does Grantee comply with these requirements?

D. **Community Advisory Board**

Grantees other than those owned by a state, a political or special purpose subdivision of a state or a public agency must have a CAB. This requirement includes private college or university licensees that are not "owned and operated by a State, a political or special purpose subdivision of a State, or a public agency" (47 U.S.C. § 396(k)(8)). The CAB responsibilities include:

- the right to review the station's programming goals;
- the right to review the service provided by the station;
- the right to review significant policy decisions rendered by the station; and
- the obligation to advise the station's governing body on whether the station's programming and other significant policies are meeting the specialized educational and cultural needs of the communities served by the station, and to make recommendations that the CAB deems appropriate to meet such needs (47 U.S.C. § 396(k)(8)).

Is Grantee required by the Communications Act to maintain a CAB?

If yes, does the CAB advise the governing body of Grantee's station on whether its programming and policies meet the specialized educational and cultural needs of the communities served by the station, and make recommendations that it deems appropriate to meet such needs? If yes, please answer the following questions.

A. The date of the CAB's most recent communication of advice and/or recommendations to the station's governing body (example: 00/00/0000):

B. How does Grantee's CAB communicate its advice and recommendations to the station's governing body (such as written reports, CAB presentations to the governing body, or through a station executive who attends CAB meetings)?

(500 characters)

E. **CPB Employment Statistical Report**

The Act requires Grantee to certify compliance with equal employment opportunity regulations of the Federal Communications Commission (FCC), and to annually report to CPB the statistical employment data required by the FCC, including the reasons why any job openings were not filled in accordance with FCC regulations (47 U.S.C. § 396(k)(11)). Grantees meet these requirements through the annual Employment Statistical Report to CPB (provided as part of its Station Activity Survey (SAS)).

Yes No Question

Does Grantee comply with each of these requirements?

The Act also requires Grantee to make the data in its Employment Statistical Report available for public inspection at:

- its central office; and
- each other location with six or more FTEs (defined in the General Provisions) (47 U.S.C. § 396(k)(11)).

Does Grantee make its Employment Statistical Report available to the public as required? If yes, please provide the following information on the person(s) responsible for making this report available to the public at Grantee's offices.

	Central Office	Additional Location (if applicable)	Additional Location (if applicable)
Name of Responsible Person	<input type="text" value="Kurt Anderson"/>	<input type="text"/>	<input type="text"/>
Title of Responsible Person	<input type="text" value="General Manager"/>	<input type="text"/>	<input type="text"/>
Email of Responsible Person	<input type="text" value="kanderson@wmnr.org"/>	<input type="text"/>	<input type="text"/>
Responsible Person Address	<input type="text" value="731 Main St"/>	<input type="text"/>	<input type="text"/>
Responsible Person City	<input type="text" value="Monroe"/>	<input type="text"/>	<input type="text"/>
Responsible Person State	<input type="text" value="CT"/>	<input type="text"/>	<input type="text"/>

F. Donor Information

The Act bars stations from renting contributor names, donor names, or other personally identifiable information (collectively, Personal Information) to or from or exchanging Personal Information with any Federal, State, or local candidate, political party, or political committee.

In addition, Grantees are barred, unless required by law, from disclosing Personal Information of contributors or donors to any Nonaffiliated Third Party (these terms are defined in the General Provisions), unless Grantee meets the following Communications Act requirements:

- clearly and conspicuously notifies contributors or donors that the station may release its Personal Information to Nonaffiliated Third Parties;
- advises contributors or donors before any disclosure, that they have the right not to have their Personal Information disclosed; and
- explains to the contributor or donor how to exercise that non-disclosure option (47 U.S.C. § 396(k)(12)).

Does Grantee disclose the Personal Information of contributors or donors to any Nonaffiliated Third Party? If yes, how does Grantee provide notification to contributors or donors (such as posting on the station's website or advising the contributor or donor using written correspondence or email)?

(500 characters)

V. Selected General Provisions Requirements

Grantee certifies that it currently complies with each of the following requirements in the [General Provisions](#).

Yes No Question

A. Annual Harassment and Bias Prevention Training Requirement

Annual harassment and bias prevention training is required for all officers, employees, and interns of each station as a condition of the CSG recipient's eligibility.

Does Grantee comply with these requirements?

- Yes** **No** **Question**
- B. **Annual CPB-sponsored Compliance Training Requirement**
- Grantee must complete at least one live webinar or in-person CPB-sponsored compliance training session annually.

 Does Grantee comply with this requirement?

- C. **Website Postings Required**

At a minimum, Grantee must post the following on its station website:

- Station Senior/Executive Management: Names, titles and contact information;
- Governing Body: Names;
- CAB Members: Names (for stations that maintain a CAB pursuant to the Communications Act);
- Financial Statement: Most recent audited or unaudited financial statement, if permitted; and
- Annual Financial Report or Financial Summary Report.

 Does Grantee comply with these requirements?

In addition, Grantee must post the following documents on the station website or make them available at the station's central office for review by the public:

- Community Representation Statement, and
- Local Content and Service Report.

 Does Grantee comply with these requirements?

- D. **Discrete Accounting**

Grantees must use unique accounting codes for CSG revenues and expenses – restricted and unrestricted. Specifically, Grantee's accounting systems must be able to generate a report showing CSG revenues and how they were expended, using unique accounting codes. These accounts may not include non-CSG revenues or expenses.

 Does Grantee comply with this requirement? If yes, please identify the four unique accounting codes that Grantee uses to track CSG funds in its financial accounting system.

Code CSG Unrestricted Revenues:

Code CSG Restricted Revenues:

Code CSG Unrestricted Expenses:

Code CSG Restricted Expenses:

VI. Signatures

CORPORATION FOR PUBLIC BROADCASTING

Katherine E. Arno, Vice President, Community Service Grants and Station Initiatives



October 1, 2023

This Agreement must be executed by the licensee official and the head of grantee. The licensee official for community licensees is the licensee's governing body chair or vice chair; for other licensees, it is the licensee's governing body chair or vice chair, or a designated senior level representative, who is not a member of the station's management and who has the authority to enter into binding contracts on the licensee's behalf. The head of grantee is the highest-ranking representative of the station's management responsible for station operations, i.e., its president and chief executive officer.

The licensee official and head of grantee recognize that providing false information to CPB to obtain any CPB grant may subject them and Grantee to penalties under the Federal False Claims Act, 31 U.S.C. §§3729-3733 and CPB's CSG Non-Compliance Policy.

Have you reviewed the Radio CSG Agreement? Yes No

Save



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Keith White, Chief of Police

Subject: Resolution Regarding the FY 2024 Highway Safety Project Grant Application for the Districted Driving High Visibility Enforcement Program

Once again, we have the opportunity to apply for grant funding to support high-visibility, targeted enforcement for distracted driving. Attached for your review and consideration is the application for the FY 2024 Highway Safety Project Grant Application for the Districted Driving High Visibility Enforcement Program. The terms of the agreement are included in the application for this grant to provide additional funding to cover the costs of special patrols under this program.

This application has been reviewed by our Town Attorney, who has provided his attached letter of opinion.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-124: RESOLVED, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the FY 2023 Highway Safety Project Grant Application and any associated documents by and between the Connecticut Department of Transportation, for the Districted Driving High Visibility Enforcement Program.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
FY 2024 Distracted Driving High Visibility Grant (Project No. 0204-0745-2-AA) (“Agreement”)
Agreement between the Town of Monroe (“Town”) and State of Connecticut-Department of
Transportation (“CTDOT”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the attached Agreement between the Town and CTDOT regarding the FY 2024 Distracted Driving High Visibility Grant. The aforesaid grant funds the Monroe Police Department’s annual program to prevent distracted driving in our community.




After my review and pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I approve the Agreement in form and substance. Accordingly, I recommend that said Agreement be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

As you are aware and as is required by all such Highway Safety Grants, the Agreement requires your execution to certify, on behalf of the Town, its compliance with certain federal regulations as well as the execution of our Finance Director relative to certain financial representations, this in addition to your signature binding the Town to the Agreement. These signatures do not require inclusion in your memo nor should they be referenced in the authorizing resolution present to Town Council as their authority is not required for such certifications.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

Francis Lieto

	FY 2024 HIGHWAY SAFETY PROJECT GRANT APPLICATION			
	CT DEPARTMENT OF TRANSPORTATION			
	<i>FORM</i>	DDHVE-GRANT	CFDA #	
	PROJECT NO:	0204-0745-2-AA		
Revision: August 18, 2023	PROGRAM AREA:	405 e-2 (M8DDLE)		
Expires: September 30, 2024	PROGRAM AREA DESCRIPTION:	Distracted Driving High Visibility Enforcement		
Received Department of Transportation Highway Safety Office				
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.				
PROJECT TITLE:				
FY 2024 Distracted Driving High Visibillity Enforcement				
GOVERNMENTAL UNIT:		ADDRESS OF GOVERNMENTAL UNIT:		
Town of Monroe		7 Fan Hill Road Monroe, CT 06468		
APPLICANT:		ADDRESS OF APPLICANT:		
Monroe Police Department		7 Fan Hill Road Monroe, CT 06468		
FEIN: 06-60020038	UEI NUMBER: 72126238	ANTICIPATED PROJECT STARTUP DATE: November 1, 2023		
PROJECT DIRECTOR:		TITLE:	TELEPHONE NUMBER:	
Michael Sweeney		Lieutenant	203-452-2849	
			FAX NUMBER: 203-261-4769	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		7 Fan Hill Road Monroe, CT 06468	msweeney@monroectpolice.com	
FISCAL OFFICER:		TITLE:	TELEPHONE NUMBER:	
Ron Bunovsky		Director of Finance/Comptroller	203-452-2802	
			FAX NUMBER:	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		7 Fan Hill Road Monroe, CT 06468	rbunovsky@monroect.org	
AUTHORIZING OFFICIAL:		TITLE:	TELEPHONE NUMBER:	
Kenneth Kellogg		First Selectmen	203-452-2800	
			FAX NUMBER:	
SIGNATURE:		ADDRESS & ZIP CODE:	E-MAIL ADDRESS:	
		7 Fan Hill Road Monroe, CT 06468	kkellogg@monroect.org	
FOR HSO USE ONLY				
APPROVED PROJECT PERIOD:		FROM: October 15, 2023	THROUGH: April 30, 2024	
FISCAL REVIEW COMPLETED BY: (SIGNATURE AND DATE)		PROJECT MANAGER REVIEW COMPLETED BY: (SIGNATURE AND DATE)		
		PIOTR MILCZEK		
		PROGRAM COORDINATOR REVIEW COMPLETED BY: (SIGNATURE AND DATE)		
		JOSEPH CRISTALLI, JR.		
CHRISTINE BISKE or ANILA HAFEEZ		GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE: (SIGNATURE AND DATE)		
REQUESTED AMOUNT:	\$33,155.75			
HSO APPROVED \$:		COMMISSIONER GARRETT EUCALITTO		
TOTAL ALLOTTED \$:				

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	PROBLEM ID	PAGE 1 OF 1

STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION
PROBLEM IDENTIFICATION

To date, identifying the role distracted driving has played in fatality and serious injury crashes has been a challenge in Connecticut, due to the way crash data is collected and limitations of the crash reporting form (PR-1) itself. In order to effectively allocate 405(e) funds to multiple areas including enforcement mobilizations, the HSO chose to use an index of a combination of factors to best identify where the largest volumes of crashes, non-interstate roadway use, and population centers intersect. The goal of which is to target suspected locations where distraction as a result of hand held mobile phone use by drivers leads to crashes; and to identify areas where enforcement of Connecticut’s hand held mobile phone for drivers can most be effective.

The applicant was selected by the HSO to conduct High Visibility Enforcement (HVE) based on a combination of the following data, weighted and ranked to determine areas where traffic volumes are highest, and the most crashes occur by town. The following ranking system was used by our data consultant.

- Fatal and injury crashes 2016-2020
- Daily Vehicle Miles Traveled (DVMT) (2019)
- Population (2019)
- Crash rate per DVMT
- Crash Rate per population
- Past High Visibility Enforcement grant performance

ENTER YOUR AGENCY'S STATEMENT OF THE PROBLEM AND BACKGROUND INFORMATION

****Press "ALT"&"Enter" together to insert new line**

Fatal Crashes: 2020- 0, 2021-0, 2022- 1 Crashes with Injuries: 2020 - 79, 2021- 78, 2022- 73 Infractions: 2020- 79, 2021- 175, 2022- 61

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	OBJECTIVES	PAGE 1 OF 1
<i>OBJECTIVES</i>		
<p>**Press "ALT"&"Enter" together to insert new line</p> <p>To decrease fatalities and injuries as a result of crashes caused by driver distraction, especially those caused by hand held mobile phone use by:</p> <ul style="list-style-type: none"> · Increasing enforcement, especially HVE of Connecticut's hand held mobile phone ban for drivers in areas identified to have high rates of fatal and injury crashes 		

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	ACTIVITIES	PAGE 1 OF 2

ACTIVITIES:

The following enforcement parameters will be required of participating municipal law enforcement agencies:

- o Spotter-type enforcement strategy – Spotter type enforcement is required unless other enforcement strategies are described in HS-1 in detail to plan enforcement schedules and strategies. This must be pre-approved in HS-1 grant application.

- o Spotter type enforcement can be done in teams or individually. Please note – spotter -self initiated is not roving. Rather, this category involves an officer choosing a strategic, covert location advantageous to the observation of all types of hand held mobile phone use. When this behavior is observed, the officer then “self-initiates” the stop.

SCROLL DOWN TO NEXT PAGE SUPPLY A DETAILED EXPLANATION IF YOUR AGENCY INTENDS TO PROPOSE A

- o Non-spotter type enforcement explanation:

- o Enforcement Schedule

- > Daytime Enforcement – Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours

- > 7 days per week eligible § Minimum of 4 hours shifts/Maximum 8 hour shifts

- > Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays. If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1.

- o Enforcement Locations

- Enforcement areas should include intersections and other areas where traffic naturally slows. Enforcement locations should be included in grant applications with narrative for rationale as to why locations were chosen (*example – CT statute makes manipulating a hand held mobile device at a traffic sign or signal a violation)

- o Enforcement Schedule

- § Fall Wave: October 15 to October 31, 2023 § Spring Wave: April 1 to April 30, 2024

- o Personnel

- § Minimum of 2 Officers/Maximum of 8

Earned media participation:

- Participating agencies are required to take part in earned media activity related to DDHVE. This could include the following:

- o Hosting a kick-off press event

- o Conducting ride-alongs or interviews with media at enforcement locations

- o Notification of media outlets through the use of interview opportunities, press releases and media advisories

- o Cooperation with the HSO earned media contractor including:

- § Distribution of press releases

- § Use of Approved Talking points

- o Creation and submission of earned media activity with reimbursement documentation

FY 2024 Highway Safety Distracted Driving Enforcement Program Grant Application

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	ACTIVITIES	PAGE 2 OF 2
<i>ACTIVITIES CONTINUED: LOCATION & JUSTIFICATION</i>		
**Press "ALT"&"Enter" together to insert new line		
Explain your type of enforcement.		
Officers will conduct individual saturation enforcement.		
List proposed enforcement locations and provide a justification for each location.		
<p>RT 111/Purdy Hill Road Area- This area is a high traffic location and an intersection of a state road and major local artery road for the Town of Monroe. RT 25/RT 59 Area- This is a high traffic areawhere two state roads intersect. There is an elevated volume of crashes in this area. RT 25/ Judd Road Area- High traffic area with intersection of major state road and town artery. RT 111- High Traffic state road in town intersecting with the connector which intersects with major interstate roadways. RT 25 Area- High traffic state roadway in town with heavy business district at the end of a large connector intersecting with state highways. RT 110- High traffic state road leading to state highways and the valley. RT 34- High traffic state road leading from I-84 in Newtown to the City of New Haven. Officers parked in marked vehicles looking for texting or hand held device violations on primary or secondary roads at intersections, parking lots, or rotaries. In an elevated vehicle such as an SUV.</p>		

PROJECT TITLE	APPLICANT
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department
	ELIGIBLE DATES

October 2023						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

March 2024						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2024						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2024						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2024						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2024						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

September 2024						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

PROJECT TITLE	APPLICANT
FY 2024 Distracted Driving High Visibillity Enforcement	Monroe Police Department
	FRINGE

FRINGE BENEFIT CERTIFICATION STATEMENT

NOTE: If fringe rate is being charged/reimbursed, this page should be completed and signed. Fringe benefit charges should NOT be included in the hourly rate. No hourly rate should be inflated--all hourly rates should be reported as actuals.

I hereby certify that the information below is the true and accurate and authorized by
Monroe Police Department

for hours worked by personnel for the following time period:

FROM Date: 10/1/2023 **TO Date:** 6/1/2023

#	Actual Cost Category	Officer's Fringe Rate OVT %	*Submitting for Reimbursement	Trooper's Fringe Rate OVT %	*Submitting for Reimbursement
1	FICA-Medicare	6.20000%	YES	0.00000%	
2	Pension	23.11000%	YES	0.00000%	
3	Worker's Comp	4.13000%	YES	0.00000%	
4	Medicare	1.45000%	YES	0.00000%	
5		0.00000%		0.00000%	
6		0.00000%		0.00000%	
7		0.00000%		0.00000%	
8		0.00000%		0.00000%	
9		0.00000%		0.00000%	
10		0.00000%		0.00000%	
Total Fringe Rate		34.89%	34.89%	0.00%	0.00%

City/Town/Agency's Chief Financial Officer or Authorized Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

Name: _____

Signature: _____

Title: _____

Date: _____

PROJECT TITLE	APPLICANT
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department
	BUDGET

BUDGET DETAIL

ONLY FILLOUT THE DATA IN YELLOW HIGHLIGHTED BOXES

(A) SALARIES:

Category:	Enforcement	Total
Municipal PD	\$24,579.84	\$24,579.84
Resident Trooper	\$0.00	\$0.00
Officer/Constable	\$0.00	\$0.00
State Police	\$0.00	\$0.00
Total Estimated Wages:	(A)	\$24,579.84

(B) FRINGE BENEFITS:

Overtime Fringe Benefit of:	Rate	Salary Breakdown	Fringe Benefits
Municipal PD @	34.89%	\$24,579.84	\$8,575.91
Resident Trooper @	0.00%	\$0.00	\$0.00
Officer/Constable @	34.89%	\$0.00	\$0.00
State Police @	0.00%	\$0.00	\$0.00
Total Fringe Benefits Costs:		(B)	\$8,575.91

(C) INDIRECT COST:

Indirect Rate (please attach approved agreement):	0.00%
List here Indirect Rate Base Categories (i.e. A,B,C):	
Sum of Indirect Cost Base Categories	\$0.00
Total Indirect Costs:	(C) \$0.00

(D) NOTES:

Please add any budget specific notes here:

Grand Total Amount:	\$33,155.75
----------------------------	--------------------

PROJECT TITLE	APPLICANT
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department
	REIMBURSEMENT

PROJECT EXPENDITURES --- REIMBURSEMENT REQUIREMENTS

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Project Start Date October 15, 2023		
1st Billing Start Date October 15, 2023	1st Billing Ending Date October 31, 2023	Reimbursement Deadline November 30, 2023
2nd Billing Start Date April 1, 2024	2nd Billing Ending Date April 30, 2024	Reimbursement Deadline May 31, 2024

- *All reimbursements must be signed and dated by the sub-grantee's authorizing official.*
- *Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.*
- *Under the terms and conditions of this project application, ALL SUPPORTING DOCUMENTATION must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.*
- *All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).*
- *Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.*
- *All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.*
- *Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.*
- *Photocopies of any media coverage (if applicable) or supportive documentation can be included.*
- *Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.*

FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS SET FORTH WILL RESULT IN YOUR CLAIM BEING DENIED.

PROJECT TITLE	APPLICANT
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department
	AUDIT REQ

ATTACHMENT A

**SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES
EFFECTIVE OCTOBER 1, 2023**

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of Monroe Police Department declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources **DOES exceed \$750,000** and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: _____

Signature: _____

Title: _____

Date: _____



(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)

AUDIT EXEMPTION STATEMENT:

The town/city/agency of Monroe Police Department declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources **DOES NOT exceed \$750,000** and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: _____

Signature: _____

Title: _____

Date: _____

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	CERTS & ASSURANCES	PAGE 1 OF 7

**Certifications and Assurances for
Fiscal Year 2024 Highway Safety Grants**

(23 U.S.C. Chapter 4; Sec. 1906, Public Law 109-59,
As Amended By Sec. 4011, Pub. L. 114-94)

NONDISCRIMINATION

(applies to subrecipients as well as States)

The Subgrantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), **and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

FY 2024 Highway Safety Distracted Driving Enforcement Program Grant Application

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	CERTS & ASSURANCES	PAGE 2 OF 7

The Subgrantee—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	CERTS & ASSURANCES	PAGE 3 OF 7

POLITICAL ACTIVITY (HATCH ACT)

(applies to subrecipients as well as States)

The Subgrantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

RESTRICTION ON STATE LOBBYING

(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
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CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

FY 2024 Highway Safety Distracted Driving Enforcement Program Grant Application

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8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

PROJECT TITLE	APPLICANT	
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
	CERTS & ASSURANCES	PAGE 6 OF 7

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department	
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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA ACT

(applies to subrecipients as well as States)

The Subgrantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

(applies to subrecipients as well as States)

The Subgrantee will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycleists.

CITY/TOWN/AGENCY'S AUTHORIZED OFFICIAL

I understand that my statements in support of this application for Federal grant funds are statements upon which the Federal/State Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

Name: _____

Signature: _____

Title: _____

Date: _____

PROJECT TITLE	APPLICANT
FY 2024 Distracted Driving High Visibility Enforcement	Monroe Police Department
	SUMMARY

BUDGET SUMMARY APPROVAL

TOTAL FEDERAL BUDGET	\$33,155.75	FEDERAL SHARE	100.00%
TOTAL MATCH BUDGET	\$0.00	NON-FEDERAL SHARE	0.00%

FEDERAL AWARD IDENTIFIER NUMBER (FAIN):	69A3752130000405eCTC
	69A3752230000405ECTC
	69A3752230SUP405ECTC
	69A3752330000405ECTC
	69A3752330SUP405ECTC
	69A3752430000405ECTC
	69A3752430SUP405ECTC

COST CATEGORY	AMOUNT	BUDGET SUMMARY APPROVAL		
		<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
OFFICERS-SALARIES	\$24,579.84	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
OFFICERS-FRINGE BENEFITS	\$8,575.91	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
TROOPER-SALARIES	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
TROOPER-FRINGE BENEFITS	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
STATE POLICE-SALARIES	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
STATE POLICE-FRINGE BENEFITS	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
INDIRECT COST	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY*	<input type="checkbox"/> N/A
TOTAL FEDERAL BUDGET	\$33,155.75	<i>*Conditionally approved amounts will only be reimbursed upon satisfying the condition mentioned below.</i>		
ADJUSTMENT (if any)		Adjustment Reason:		
APPROVED GRANT AMOUNT:	\$33,155.75			

Notes:

FY 2024 Highway Safety Distracted Driving Enforcement Program Grant Application





TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Amy Lehaney, Director of Health

Subject: Resolution Regarding the Memorandum of Understanding with the Town of Stratford for Mutual Aid Services for Surge Capacity, Public Health Preparedness, and Director of Health Coverage.

Our Health Department has a long-standing partnership with the Stratford Health Department to provide mutual aid support. This includes times of emergency, as well as for routine coverage for Director of Health services during planned or unplanned absences. Certain actions require written orders from an individual authorized by statute and the Connecticut Department of Public Health ("DPH"). While there were prior agreements in place that addressed mutual aid in certain circumstances, DPH now requires an updated, comprehensive agreement.

As you will recall, several months ago the Town entered into this exact MOU with the Town of Trumbull. It is not uncommon for Health Departments/Districts in Connecticut to maintain multiple agreements to broaden coverage availability.

Attached for your review and consideration is an updated and fully negotiated Memorandum of Understanding with the Town of Stratford for mutual aid services for surge capacity, public health preparedness, and Director of Health coverage.

This matter has been reviewed by our Town Attorney who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-125: RESOLVED, that Amy Lehaney, Director of Health for the Town of Monroe and Kenneth M. Kellogg, First Selectman of the Town of Monroe, are authorized to execute and deliver on behalf of the Town of Monroe, the Memorandum of Understanding, and any associated documents by and between the Town of Stratford, for the Health Department Mutual Aid for Surge Capacity, Public Health Preparedness & Director of Health Coverage.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

September 21, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
MOU regarding Health Department Mutual Aid and Director of Health Coverage (“Agreement”)
by and between Town of Monroe (“Monroe”)
and the Town of Stratford (“Stratford”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement by and between Monroe and Stratford regarding mutual aid between their respective Health Departments, including providing for coverage the towns’ respective Health Directors for planned and unplanned absences. This Agreement was reviewed, negotiated and approved by the Stratford Town Attorney, Stratford Health Director, Monroe Health Director, Amy Lehaney, our First Selectman, Kenneth M. Kellogg, and the undersigned, as Town Attorney. It should be noted that this Agreement contains the same material terms and conditions as its like with Trumbull, which was approved by this Town Council in June of this year.

Pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreement in form and content. Accordingly, I recommend that said Agreement be forthwith submitted to the Town Council for approval and authorization for execution by you and Ms. Lehaney pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto

MEMORANDUM OF UNDERSTANDING
Mutual Aid for Surge Capacity, Public Health Preparedness
and Director of Health Coverage

Whereas, the Stratford Health Department is a local health department providing public health services in the town of Stratford; and

Whereas, the Monroe Health Department is a local health department providing public health services in the town of Monroe; and

Whereas, the Stratford Health Department and Monroe Health Department may also be referred to and known as the Recipient Health Department and/or Provider Health Department and/or Partner Health Department as hereinafter set forth in this Memorandum of Understanding; and

Whereas, local health departments exist across the State of Connecticut to ensure the health of the public and also to protect our environment and our quality of life; and

Whereas, outbreaks, epidemics, environmental hazards, certain biological agents and other events have the propensity to reach beyond geopolitical borders and service areas; and

Whereas, a high level of expertise in disease control, surveillance, epidemiology, investigation of disease outbreak and environmental health hazards, and public health preparedness readiness exists in local health departments across the state; and

Whereas, all events requiring mutual aid and/or surge capacity do not rise to a level that require a state declaration of emergency and can be addressed at the local level with a memorandum of understanding; and

Whereas, each party to this agreement desires to establish provisions for the commencement and sharing of Acting Director of Health services to other party during periods of planned (non-emergency) Director of Health absences;

NOW THEREFORE BE IT AGREED BY BOTH PARTIES THAT:

In the event of a public health emergency, intentional act, environmental public health hazard, or natural disaster of disease outbreak, departmental resources will be made available to assist the local health department from the affected area and/or neighboring community, to the extent possible.

In the event of the absence or incapacitation of the health director and such director's assistant, deputy or other qualified designee (if applicable) in a Recipient Health Department, the health director of the Provider Health Department shall have the authority, upon the prior written consent of the Chief Elected Official ("CEO") of the Town/City in which the Recipient Health Department is located, to notify the State of Connecticut Department of Public Health that the director of the Provider Health Department shall assume the position of Acting Health Director of the Recipient Health Department.

In the event of a planned absence, the Recipient Health Department shall inform his/her CEO that Acting Director of Health coverage is being provided to the Provider Health Department; and conversely, the Provider Health Department shall inform his/her CEO that Acting Director of Health coverage is being provided to the Recipient Health Department.

MEMORANDUM OF UNDERSTANDING
Mutual Aid for Surge Capacity, Public Health Preparedness
and Director of Health Coverage

In the event of planned absences, either party may request Acting Director of Health services by written request to the other party pursuant to this agreement for a defined term. Neither party is obligated under this agreement to provide Acting Director of Health services upon request. Granted requests shall be confirmed in writing.

Departmental resources may include personnel, consultation, general supplies, equipment, or related items/services as available.

Such mutual aid shall be provided, however, neither party shall be required to reduce its own resources, personnel, services, and facilities to the detriment of its normal operational capability.

No response to a mutual aid request provided for in this agreement will be made by the parties hereto unless such request is received through the established communication channels and governed by policies or by responsible public health officials of the part requesting such aid.

The assurance of mutual aid set forth herein shall constitute the sole consideration for the performance hereof and neither party shall be obligated to reimburse the other for any action taken or aid rendered hereunder, or for any use of material, damage to equipment or liability incurred which may occur in the course of rendering the mutual aid assistance.

For purposes of planned absence coverage, the Provider Health Department shall provide day-to-day oversight to the Recipient Health Department, including but not limited to, supporting staff, providing consulting, advisory and administrative directions and recommendations, as may be needed, attending meetings, acting as a duly authorized signatory for orders, letters and the like. The Acting Director of Health shall be available by telephone, cell phone and email for purposes of rendering services to the Recipient Health Department and its CEO regarding day-to-day activities and other situations that may arise.

This agreement shall be effective as of the date of last execution hereof ("Effective Date") and shall remain in full force and effect for a term of three (3) years from the Effective Date unless sooner terminated by either party upon fifteen (15) days prior written notice of such termination to the other.

Recipient Health Department shall not be responsible for reimbursing any amounts paid or due as benefits to Provider's personnel due to personal injury or death occurring during the periods of time such personnel are engaged in the rendering of aid and assistance under this Agreement. It is mutually understood that each of the parties shall be responsible for payment of such Workers' Compensation benefits only to their own respective personnel.

[SIGNATURE PAGE FOLLOWS]

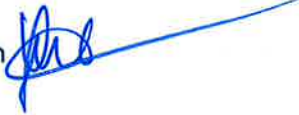


TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023
To: Jonathan Formichella, Town Council Chair
From: Kenneth M. Kellogg, First Selectman 
cc: Nicole Cignoli, Library Director
Subject: Resolution Regarding E-Rate Online, LLC Service Level Agreement

As I reported last year, internet and telecommunication services to the Edith Wheeler Memorial Library are eligible for discounted rates through the Federal Communications Commission E-Rate program. While these benefits are substantial, there are significant regulatory filing requirements.

Pursuant to Town Council Resolution #22-156, the Town utilizes the services of E-Rate Online, LLC ("ERO"), a professional consulting firm that specializes in providing comprehensive services for ongoing compliance with the E-Rate program.

Our Library Director has advised me that, despite the evergreen clause in our existing agreement, ERO has requested execution of a new, three-year professional services agreement, which is attached for your review. This matter has been reviewed by our Town Attorney, who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-126: RESOLVED, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe; the November 1, 2023 Service Level Agreement and any associated documents by and between E-Rate Online, LLC, for E-Rate compliance services.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
Edith Wheeler Memorial Library-Professional Services Agreement (“Agreement”) by and between the
Town of Monroe (“Town”) and E-Rate Online, LLC (“ERO”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement between the Town and ERO for the provision of consulting services to the library to facilitate low cost online services. This is an agreement familiar to the Town which has an evergreen clause. Nevertheless, ERO requires its execution annually and therefore, Nicole Signoli, our Library Director, has sought a three-year term to facilitate annual renewals for a service that is essential to the library.

Accordingly, pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreement in form and content and recommend it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,

Francis Lieto



November 1, 2023

EDITH WHEELER MEMORIAL LIBRARY
733 MONROE TURNPIKE
MONROE, CT 06468

RE: SERVICE LEVEL AGREEMENT FOR E-RATE FILING SERVICES

E-RATE ONLINE, LLC (ERO) maintains a solid base of E-Rate clients throughout the country, securing over **\$400,000,000** in reimbursements since the program began in 1997. ERO offers the following services to assist the **EDITH WHEELER MEMORIAL LIBRARY ("the Client" or "Client")** with their E-Rate filing responsibilities.

1) USF Organization & Account Setup: ERO will work with the Client's business and technology services staff to develop a comprehensive system of compiling, organizing, tracking and submitting information relative to the E-Rate program. Upon written authorization to proceed, ERO will perform a series of activities to setup the Client's account in our online management system (**EROS**).

For each active funding year, an online program binder will be created which serves as the central source for all E-Rate data. This web-based binder is divided into seven sections: 1) Form 470; 2) Form 471; 3) Program Integrity Assurance; 4) Form 486; 5) Reimbursement Tracking (Forms 472, 474 & 500); 6) Correspondence and 7) Contract Fees and Invoicing.

2) Data Collection & Application Assembly: ERO will distribute templates to named Client staff members to complete each E-Rate form. A dedicated *Account Manager* will be assigned exclusively to manage the Client's account and discuss the technical aspects of either template issued or the E-Rate program. ERO ensures that these templates will be completed in a timely fashion to meet program deadlines. Once each form is submitted, all relevant information is recorded and stored in EROS.

3) Form Submittal: ERO's services include the filing of all applicable E-Rate forms on behalf of the Client. The following are the "major" forms included in our service offering:

- a. **Form 470:** The Form 470 describes the services and/or products the Client is seeking and includes information about the Client that service providers need to know to best meet the Client's needs.
- b. **Form 471:** The Form 471 lists the services for which the Client is requesting E-rate discounts, the entities that are eligible to receive these services, and establishes the discount rate the Client will receive on these services.

- c. **Form 486:** The Form 486, Receipt of Service Confirmation Form, is used to indicate that the Client (or the eligible entities it represents) is receiving or has received service from the service provider(s) with which it contracted for E-rate eligible services. When the program administrator receives a properly completed Form 486, it triggers the process for the actual payment of discounts to the service providers.
- d. **Form 472:** Officially known as Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form is the tool the Client may use to request reimbursement for E-rate discounts on approved services which the Client has already paid for.

4) Reimbursement and Funding Year Closeout: ERO will be responsible for tracking the Client’s E-Rate funding commitments, submitting quarterly funding reports and working with the Client’s service providers to ensure that reimbursements are issued in the manner they are requested.

5) E-Rate Filing Services and Fees:

- Review of prior USF funding year applications and awards
- Assist the Client with compiling all necessary information to file all applicable E-Rate forms *(note: The Client will provide information to ERO and ERO will file the applicable form or forms)*
- Forms filed will cover all current and/or active Funding Years
- Responsible for Program Integrity Assurance (PIA) review process
- Reimbursement/Tracking reports and projections
- **PROJECT FEE: \$500.00** *(PLEASE SEE EXHIBIT A FOR A LIST OF AGREEMENT TERMS)*
 - **CATEGORY 1, CATEGORY 2 AND ECF SERVICES: 10% OF NET REIMBURSEMENT > \$10,000**

ERO looks forward to continuing a professional relationship with the **EDITH WHEELER MEMORIAL LIBRARY**. If you require any additional information not included in the above detail, please do not hesitate to contact our offices.

SINCERELY,



MARY JO SAGNELLA
CHIEF OPERATIONS OFFICER
200 BOSTON POST ROAD, UNIT 11
ORANGE, CT 06477
P: (203) 445.9577
F: (203) 445.0456
msagnella@erateportal.com

SIGNATURE CONFIRMATION:

AUTHORIZED SIGNER **DATE**

PRINTED NAME **TITLE**

EXHIBIT A – USF AGREEMENT TERMS:

1. **Payments:** Client will be billed \$500.00 on an annual basis. Client will be billed for 10% of E-Rate Category 1, Category 2 Services, and Emergency Connectivity Fund Program (if applicable) when funding received for any program year exceeds \$10,000.00 (10x Base Amount); invoice will be sent *after* the reimbursement is disbursed.
2. **Term:** This Service Level Agreement (SLA) begins on November 1, 2023 and shall continue for twelve (36) months.
3. **Late Payments:** Any balance that remains unpaid for more than forty-five (45) days after the due date shall be subject to accrue interest at the rate of 1.5 percent per month on the unpaid balance. After ninety (90) days, ERO reserves the right to discontinue E-Rate filing services until any late payment and other charges are paid in full.
4. **Fee Calculation:** The fee is calculated based on Client size and past participation in the e-rate program.
5. **Provided Services:** Services cover the application, Program Integrity Assurance (PIA) review and reimbursement phases of the E-Rate program.
6. **Constraints:** Services to file selective reviews and E-Rate program audits are not covered by this SLA.
7. **Rate Changes:** The rate shall remain fixed for as long as this Agreement is in place. However, ERO reserves the right to charge a Cost-of-Living increase of three percent (3.0%) at the start of each renewal term. In addition, if the Client's total funding reimbursement increases significantly, ERO will submit a new SLA to the client prior to the start of the next renewal term.
8. Additional service fees for technical writing and analysis (e.g. Wide Area Network specifications, new services) will be addressed on a case-by-case basis as requested.
9. **Per USAC-SLD program rules, consulting services may not begin until this Service Level Agreement and corresponding Letter of Agency is signed by the Client.**



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Nicole Cignoli, Library Director

Subject: **Resolution Regarding the Connecticut Library Consortium Strategic Planning Consulting Agreement**

As you will recall, our Library Director is seeking to update the strategic plan for the Edith Wheeler Memorial Library ("EWML"). Earlier this year, she has identified an opportunity through the Connecticut Library Consortium ("CLC") whereby CLC will provide the services of widely recognized consultant Maureen Sullivan at a greatly reduced cost of \$5,000. This is a significant savings compared to the cost of nearly \$30,000 for the strategic planning consultant engaged to develop the EWML strategic plan in 2016.

In June of this year, pursuant to Town Council Resolution #23-071, the Town Council authorized a template CLC Consulting Agreement, however the Town was not selected to participate at that time and the agreement was not executed.

Our Library Director has advised that we may again apply for this award, and CLC has provided an agreement specifically for the EWML. This agreement has been reviewed by the Town Attorney, who has provided his letter of opinion.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-127: RESOLVED, that that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Connecticut Library Consortium Strategic Planning Consulting Agreement and any associated documents by and between the Connecticut Library consortium, for the strategic planning consultant.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
Library Consulting Services Agreement (“Agreement”)
between the Town of Monroe-Library (“Town”) and Connecticut Library Consortium, Inc. (“CLC”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement, including the supplemental materials, related to the retention of CLC by the Town for the provision of consulting services, through and for the benefit of the Edith Wheeler Memorial Library. As you and Town Council may recall, on or about June 8th, 2023, I reviewed and approved a sample agreement which was presented at that time, due to the need for Town Council resolution being a necessary condition precedent to the application for the grant. Town Council indeed approved that agreement as Resolution 23-071 and authorized its execution. The Agreement presented is a formal version of that Agreement for your re-consideration, which per the aforesaid resolution, is probably not even necessary.

Nevertheless, in an abundance of caution, and based on the scope, content and short duration of the Agreement and services rendered thereby, I hereby approve the Agreement pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”) and recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto



**Connecticut Library Consortium
Strategic Planning Consulting Contract**

This strategic planning consulting agreement (the “Agreement”) is entered into as of the 1st day of November 2023 by and between the **Town of Monroe** with a business address at 7 Fan Hill Road, Monroe, CT 06468 (“Town”) and the **Connecticut Library Consortium, Inc.**, a Connecticut nonstock corporation with a business address at 234 Court Street, Middletown, CT 06457 (“CLC”). Library and CLC are sometimes hereinafter referred to collectively as the “Parties” and each may be referred to individually as a “Party”.

1. BACKGROUND AND OBJECTIVES

CLC is a statewide non-profit membership organization that is state mandated to provide group purchasing, discounts, and other efficiencies for Connecticut libraries. The purpose of this agreement is to identify the consulting services (the “Services”) agreed to by both parties and memorialize the parties’ relationship and expectations.

Town is a municipality of the State of Connecticut and operates the public Edith Wheeler Memorial Library (“Library”), for which the Town desires CLC to provide its services.

2. CONTRACT MANAGEMENT

a. This agreement will be managed for CLC by Ellen Paul, its duly authorized Executive Director. This agreement will be managed for Town by the individual(s) identified below by name and title, such individual(s) being duly authorized for and on behalf of Town: Nicole Cignoli, Library Director

b. Each Party shall be entitled to rely upon the actions, authorizations, consents, and directions granted on behalf of a Party by its respective Agreement manager(s) as identified herein.

3. SCOPE OF PARTIES’ RELATIONSHIP

a. The Town engages CLC and CLC agrees to use its contacts, expertise, and experience in assisting the Town to develop and draft a Strategic Plan for the Library. Without limiting the generality of the forgoing, CLC agrees to assist the Town in the organization of a planning committee; drafting a communications plan; drafting a community, staff, and board engagement plan; analyzing collected data; and drafting a strategic plan.

b. Notwithstanding their mutual desire to achieve a strategic plan for Library, nothing in this Agreement shall be construed as creating a joint venture, partnership, or similar arrangement between the Parties, and neither Party shall have the authority to act on behalf of or bind the other.

c. In performing the Services, CLC shall act as an independent contractor and not as an agent or employee of the Town.

4. TERM AND TERMINATION

a. This Agreement shall become effective as of the date first written above and shall remain in full force and effect until May 31, 2024 (the “Term”).

b. This Agreement may only be terminated by either party up on the breach of a material term hereof by the other Party. If either party breaches the Agreement in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within thirty (30) days from the date that the breaching party receives such notice.

c. If this Agreement is breached by CLC and such breach cannot be cured in accordance to the section above, CLC will refund any pre-paid fees covering the remainder of the Term after the effective date of termination. If this Agreement is breached by the Library and such breach cannot be cured in accordance with the section above, the Library will pay all fees owed for the remainder of the Term.

d. Upon expiration or termination of this Agreement, each party shall be released from all obligations and liabilities hereunder except those arising under Section 9 Indemnification and Section 15 Confidentiality.

5. MODIFICATION

This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements or understandings between them. This Agreement can only be modified in a writing signed by both Parties.

6. NOTICES

Any notice, request or demand required or permitted to be given or made under this Agreement shall be in writing (including by means of electronic correspondence, receipt confirmed) and delivered to:

As to CLC:

Ellen Paul

Executive Director
Connecticut Library Consortium
234 Court Street, Middletown, CT 06457
Phone: 860-344-8777 Fax: 860-344-9199

As to Town:

First Selectman, Town of Monroe
FirstSelectman@MonroeCT.gov

With a copy to:

Nicole Cignoli
Library Director
Edith Wheeler Memorial Library
733 Monroe Turnpike, Monroe, CT 06468
Phone: 203-452-2850

7. COMPENSATION AND RENUMERATION

a. Total cost for Strategic Planning Consulting Services is \$5,000.

b. CLC shall prepare and furnish three (3) invoices to Town: \$2,500 in December 2023, \$1,500 in March 2024 and \$1,000 in May 2024. Payment terms shall be Net 30 Days.

c. Town acknowledges, confirms, and agrees to the payment and non-appropriation of funds provisions and obligations stipulated in Connecticut Statute Chapter 106 Sec. 7-348.

8. ENTIRE AGREEMENT

a. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter herein and expressly supersedes all prior written and oral agreements and understanding between the parties hereto with respect to the subject matter herein.

b. This Agreement may be executed in multiple counterparts (including by means of electronic signature), each of which constitute an original and all of which will be deemed a single agreement.

c. This Agreement shall be effective on the date first set forth above.

9. INDEMNIFICATION

Town agrees to indemnify CLC, its directors, officers, employees, and agents against and hold said persons harmless from any and all losses, expenses, costs (including attorneys' fees), liabilities, claims, causes and judgements of any nature or amount arising from or in connection with any loss or damage incurred during the course of this Agreement as a result of the Town's negligence. This section shall survive the expiration or earlier termination of this agreement.

10. NO ASSIGNMENT

Town may not assign (including by merger, operation of law or otherwise) nor subcontract this Agreement to any other person or entity without CLC's prior written consent. Town has specifically contracted for services of strategic planning consulting with CLC and therefore, CLC may not assign or delegate its obligations under the Agreement, either in whole or in part, without the prior written consent of the Town.

11. GOVERNING LAW AND FORUM.

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Connecticut, without regard to its conflict of laws rules. Any action, suit or proceeding arising under this Agreement shall be brought in the courts of Fairfield County, Connecticut, the United States District Court for the District of Connecticut, or any Connecticut Superior Court of competent

jurisdiction, to which Town consents to personal jurisdiction and waives any claim of improper venue or inconvenient forum. The Parties acknowledge, confirm, and agree to the mediation and arbitration provisions set forth herein.

12. OWNERSHIP OF PRINTED MATERIAL AND OTHER PRODUCTS

CLC has sole and exclusive right and title to all the printed material, artwork and any other product produced by CLC for the purpose of assisting the Town in strategic planning. The Town has sole and exclusive right and title to their Strategic Plan produced as a part of this Agreement. The Library shall not copyright any printed or digital matter produced by CLC under this Agreement.

13. INVALIDITY

If any provision of the Agreement is held invalid, the balance of the provisions of the Agreement shall not be affected thereby if the balance of the provisions of the Agreement would then continue to conform to the requirements of applicable laws.

14. NON-WAIVER

The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance therewith, and said terms, conditions and provisions shall remain in full force and effect. No waiver of any term or condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party.

15. CONFIDENTIALITY

CLC acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of CLC as it conducts consulting and other work for the benefit of the Town. In the performance of CLC's obligations under this Agreement, CLC and its principals, agents, employees, and contractors may receive, create for the Town, or have access to, among other things, technical, patron, personnel, and business information in written, graphic, oral, or other tangible forms (collectively referred to as "Confidential Information") owned or controlled by the Town. Nothing in this Agreement shall be construed as to require the Town to violate the provisions of section 11-25 of the CT General Statutes.

16. NON-DISCRIMINATION

Because CLC receives funds from the State of Connecticut, it is required to include the following language in all contracts with third parties:

a. Pursuant to Connecticut General Statutes ("C.G.S") Section 4a-60, Town agrees and warrants that in the performance of the Agreement, Town will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut;

b. Town further agrees to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Library that such disability prevents performance of the work involved;

c. Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Library, to state that it is an equal opportunity employer in accordance with regulations adopted by the Connecticut Commission on Human Rights and Opportunities (“Commission”);

d. Town agrees to provide each labor union or representative of workers with which the Town has a collective bargaining agreement or other contract or understanding and each Library with which the Town has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Town’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

e. Town agrees to comply with each provision of this Section and C.G.S Sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. Sections 46a-56, 46a-68e, and 46a-68f; and

f. Town agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the Library as relate to the provisions of this Section and C.G.S. Section 46a-56.

g. Pursuant to C.G.S. Section 4a–60a, Town agrees and warrants that in the performance of the Agreement, Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; Town agrees to provide each labor union or representative of workers with which the Library has a collective bargaining agreement or other contract or understanding and each Library with which the Town has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Town’s commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; Town agrees to comply with each provision of this Section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. Sections 46a-56; and Library agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records, and accounts concerning the employment practices and procedures of the Library as relate to the provisions of this Section and C.G.S. Section 46a-56.

17. FORCE MAJEURE

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, pandemics, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided,

however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

In witness thereof, the undersigned hereby execute this Agreement as of the date first set forth above.

Kenneth M. Kellogg
First Selectman
Town of Monroe

Ellen Paul
Executive Director
CT Library Consortium



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Kim Cassia, Community & Social Services Director

Subject: Resolution Regarding Liturgical Publications Inc Service & Partnership Agreements

The Town has an existing agreement with Liturgical Publications Inc. ("LPI") for production of the monthly newsletter for the Senior Center. Our Director of Community & Social Services wishes to change the format of the newsletter from a 6-page to an 8-page layout. LPI has requested an early renewal of our existing agreement to effect this change, which is at no additional cost for the Senior Center.

This agreement has been reviewed by our Town Attorney who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-135: RESOLVED, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the November 6, 2023 renewal of the Service Agreement, and any associated documents, by and between Liturgical Publications Inc, for the monthly newsletter for the Senior Center.

Thank you.



SERVICE AGREEMENT

This Agreement is made this 06 day of November, 2023 by and between Liturgical Publications Inc (Provider) and Town of Monroe, Monroe, CT (Customer). The parties agree that the Customer will use Provider's services as defined in section II below and shall provide content on a timely basis. In consideration for Provider providing a complete and continuous service, the Customer agrees to distribute the service to its members and hereby assigns to Provider, all its rights to any advertising revenue from the service. Every attempt will be made to deliver the services in a timely manner, however, the customer acknowledges that the Provider cannot be held responsible for delivery exceptions due to weather emergencies, strikes, natural disasters, or acts of God.

- I. **TERM:** This agreement shall commence immediately and shall continue in effect for 2 consecutive Service Years (each service year consisting of 12 services), with the first initial service year to begin on the 01 day of June, 2024. The term of this Agreement shall include the initial Service Year(s) and any subsequent renewal(s) (collectively the "Agreement Term").
- II. **SERVICES:** Provider shall provide to Customer all benefits outlined in the Agreement, provided 25 spaces of advertising sponsorship is maintained at all times during the term of this Agreement; otherwise, Provider reserves the right to use alternate printing procedures or production methods; modify certain terms and conditions, or terminate this Agreement.
Absent the existence of factors beyond the control of either party (including without limitation due to acts of God, natural disasters, war or the failure of Internet service providers, other vendors, or shipping carriers and without such party's fault or negligence), Provider shall deliver the service to Customer within 7 business days. services received after 2pm EST may take an additional business day.
 - A. Provider shall provide the following service(s)/services:
 - 12 issues of a(n) 8 page (8.5x11) Newsletter consisting of 6.5 page(s) of content and 1.5 pages of sponsorship (1/2 page bottom of 8, full page on 6), collate and staple. Quantity published will be 600 copies per publication. Newsletter will consist of the following: Cover Sheet: Digital 11x17 4/4. Sheet 2: Digital 11x17 4/4.
- III. **VALUE ADDED SERVICES:** Provide at no additional cost.
 - A. Customer will have unlimited access to Provider's web-based service for content submission processes
 - B. Unlimited access to WeCreate*, a Content and artwork resource to help produce vibrant communications (a \$499/yr. value) - our source for content and artwork to help you produce a better service.
 - C. Provider reserves the right to reproduce, publish, and/or distribute materials designed by Provider and distributed to Customer for the purpose of marketing and promotion.
 - D. MyCommunityOnline (<https://mycommunityonline.com>) - Your publication's presence on the Internet that includes the last twelve issues of your publication online. Customer agrees to install the MyCommunityOnline Widget on their website. Customer agrees to submit to Provider a digital distribution list of deliverable email addresses.
- IV. **AGREEMENT:** The contents of this document, including attached exhibits and/or subsequent renewal Agreements, extensions, or revisions constitutes the entire Agreement regarding the subject matter contained herein between Provider and the Customer. The parties understand and agree to be bound by its terms and conditions. This Agreement shall bind the parties, their successors and assigns. This Agreement is not intended to supersede or modify other agreements.
Customer agrees to provide Provider a copy of their vendor list for purposes of distribution of content and solicitation of advertising for the service. Provider agrees to maintain confidentiality of these lists and only use them for contracted services between Provider and the Customer and shall treat all such information under Provider's data privacy statement found at 4lpi.com/privacy-policy. Customer also agrees to make available a telephone, Internet connection (if available), and workspace for the Provider's representative during scheduled sponsorship campaign(s). The Customer further agrees to insert a timely pre-sell message into their service.
- V. **RENEWAL:** Provider and Customer agree that at any date prior to the expiration of this Agreement, this Agreement may be renewed or revised on terms then mutually agreeable to both parties. If the Customer has not signed a new Agreement with Provider or notified Provider in writing of its decision to non-renew service at least 180 days prior to the expiration of the Agreement Term, the parties agree to then renew this Agreement for such a period and under such terms as are identical to those contained in this Agreement.

VI. *e-Pub Design, ParishesOnline.com, WeCreate, WeConnect and other brand items are brand identities and/or trademarks of the Provider. Provider reserves the right to upgrade, modify, suspend, or replace with like quality any aforementioned brand identity products during the Term of this Agreement.

Prior to replacing the service provided by the Provider, the Customer agrees to give the Provider the opportunity to match or exceed any other Provider's offer before entering into an agreement with them.

Town of Monroe
235 Cutler Farms Road
Monroe, CT 06468
(203) 452-2815

Liturgical Publications Inc
5 Progress Drive
Cromwell, CT 06416



Kelly Kennedy
Communication Consultant

By: _____ DATE: _____
First Selectman Kenneth M Kellogg

← SIGN HERE



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Keith White, Chief of Police

Subject: Resolution Regarding the FY 2024 Highway Safety Project Grant Application for the Click-It or Ticket Enforcement Program

Once again, we have the opportunity to apply for grant funding to support Click-It or Ticket enforcement. Attached for your review and consideration is the application for the FY 2024 Highway Safety Project Grant Application for the Click-It or Ticket Enforcement Program. The terms of the agreement are included within the application for this grant, which will cover the costs of occupant protection under this program.

This matter has been reviewed by the Town Attorney, who provided his attached letter of opinion.

I ask that you place the following resolution on the agenda of your next Town Council Meeting:

RESOLUTION #23-136: RESOLVED, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the FY2024 Highway Safety Project Grant Application, and any associated documents by and between the Connecticut Department of Transportation, for the Click-It or Ticket Enforcement Program.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
FY2024 Highway Safety Project Application: Click-It or Ticket Enforcement (“Agreement”)
between the Town of Monroe (“Town”) and
State of Connecticut-Department of Transportation (“DOT”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the attached Agreement between the Town and DOT regarding a Agreement for the annual Click-It or Ticket Enforcement program commissioned by our Police Department.




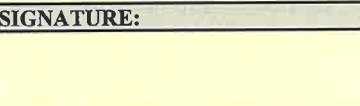
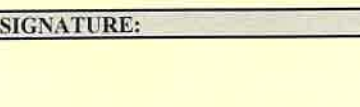
Pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreement in form and content like its predecessors. Accordingly, I recommend that said Agreement be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Lastly, in addition to your execution thereof as an application, the Agreement further requires your execution as confirmation of the Town’s certification and assurance of compliance with certain federal regulations required of any FY2024 Highway Safety Grants as well as the execution of our Finance Director relative to certain financial representations, all of which are ancillary to the Agreement and which do not require Town Council authority.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,


Francis Lieto

	FY 2024 HIGHWAY SAFETY PROJECT GRANT APPLICATION				
	CT DEPARTMENT OF TRANSPORTATION				
	FORM	CIOT-GRANT	CFDA #		20.600
	PROJECT NO:	0204-0702-AY			
Revision:	PROGRAM AREA:	402-OP			Received
October 17, 2023				Department of Transportation	
Expires:	PROGRAM AREA DESCRIPTION:	Occupant Protection			Highway Safety Office
September 30, 2024					
ACCEPTANCE -- IT IS UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT FUNDS RECEIVED AS A RESULT OF THIS APPLICATION IS SUBJECT TO THE REGULATIONS GOVERNING HIGHWAY SAFETY PROJECTS. THIS AGREEMENT MAY BE TERMINATED BY EITHER PARTY IN ACCORDANCE WITH TRANSPORTATION SAFETY SECTION POLICY. COPY OF POLICY OBTAINED UPON REQUEST.					
PROJECT TITLE:					
CLICK-IT OR TICKET ENFORCEMENT					
GOVERNMENTAL UNIT:			ADDRESS OF GOVERNMENTAL UNIT:		
Town of Monroe			7 Fan Hill Rd Monroe CT, 06468		
APPLICANT:			ADDRESS OF APPLICANT:		
Monroe Police Department			7 Fan Hill Rd Monroe CT, 06468		
FEIN:	UEI NUMBER:	ANTICIPATED PROJECT STARTUP DATE:			
06-60020028	72126238	November 23, 2023			
PROJECT DIRECTOR:		TITLE:	TELEPHONE NUMBER:		
Lt. Michael Sweeney		Lieutenant	203.261.3622		
SIGNATURE:		ADDRESS & ZIP CODE:	FAX NUMBER:		
		7 Fan Hill Rd Monroe, CT 06468	203.261.4769		
			E-MAIL ADDRESS:		
			msweeney@monroectpolice.com		
FISCAL OFFICER:		TITLE:	TELEPHONE NUMBER:		
Ron Bunovsky		Finance Director	203.452.2800 Ext:1061		
SIGNATURE:		ADDRESS & ZIP CODE:	FAX NUMBER:		
		7 Fan Hill Rd Monroe, CT 06468	203.452.6197		
			E-MAIL ADDRESS:		
			rbunovsky@monroect.gov		
AUTHORIZING OFFICIAL:		TITLE:	TELEPHONE NUMBER:		
Kenneth M. Kellogg		First Selectman	203.452.2821		
SIGNATURE:		ADDRESS & ZIP CODE:	FAX NUMBER:		
		7 Fan Hill Rd Monroe, CT 06468	203.452.6197		
			E-MAIL ADDRESS:		
			kkellogg@monroect.gov		
FOR HSO USE ONLY					
APPROVED PROJECT PERIOD:		FROM:	THROUGH:		
		November 23, 2023	June 2, 2024		
FISCAL REVIEW COMPLETED BY:		PROJECT MANAGER REVIEW COMPLETED BY: (SIGNATURE & DATE)			
(SIGNATURE AND DATE)		JULIET LITTLE			
		PROGRAM COORDINATOR REVIEW COMPLETED BY: (SIGNATURE & DATE)			
		JOSEPH CRISTALLI, JR.			
REQUESTED AMOUNT:		GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE: (SIGNATURE & DATE)			
50.00					
HSO APPROVED \$:		COMMISSIONER GARRETT EUCALITTO			
TOTAL ALLOTTED \$:					

PROJECT TITLE	APPLICANT	
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department	
	PROBLEM ID	PAGE 1 OF 1

PROBLEM IDENTIFICATION

STATEMENT OF PROBLEM AND BACKGROUND INFORMATION

DATA MUST INCLUDE UNBELTED-RELATED FATAL AND INJURY CRASH DATA, SEAT BELT CITATIONS ISSUED, AND LOCATIONS WHERE THE PROBLEM EXISTS.

**** NOTE - A MINIMUM OF THREE YEARS OF LOCAL UNBELTED-RELATED CRASH DATA IS REQUIRED TO SUBSTANTIATE THE LOCAL PROBLEM I.D.****

Unbelted Crashes			Target Goal
2020	2021	2022	Unbelted Crashes 2024
5	3	0	0
Unbelted Fatalities			Unbelted Fatalities
2020	2021	2022	2024
0	0	0	0
Unbelted Injuries			Unbelted Injuries
2020	2021	2022	2024
4	0	0	0
Seat Belt Citations Issued			Seat Belt Citations Issued
2020	2021	2022	2024
10	81	53	0

Crash data can be obtained from the Connecticut Crash

<http://www.ctcrash.uconn.edu/>

Problem Identification:

Provide enforcement locations and nearest intersections.

Rt. 25 near Northbrook Dr
Rt. 25 near Stanley Rd
Rt. 111 near Cross Hill Rd
Rt. 25 near Pepper St North
Rt. 25/Old Newtown Rd
Rt. 110/Moose Hill Rd

PROJECT TITLE	APPLICANT	
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department	
	OBJECTIVES	PAGE 1 OF 1

OBJECTIVES

Objectives are to increase the observed statewide seat belt use rate and decrease the number of unbelted drivers involved in fatal and injury crashes.

- To increase High Visibility Occupant Protection enforcement during "Click It or Ticket" periods. This will be accomplished through analysis of crash and observation data to identify towns and areas where low belt use by motorists can best be addressed. This analysis focuses on the combination of low belt use towns identified through observation surveys and pairs it with ranked analysis of unbelted crashes and fatalities as well as population and VMT data over a five year period.
- Increase the statewide observed seat belt use rate from 93.5 percent in 2023 to 94 percent or above in 2024. This will be accomplished through Enforcement and Education.

****Press "ALT" & "Enter" together to insert new line**

To increase the observed Town of Monroe seat belt useage rate to 94% or above in 2024. This will be accomplished through enforcement and education.

PROJECT TITLE	APPLICANT	
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department	
	ACTIVITIES	PAGE 1 OF 2

ACTIVITIES

Fall Wave (Thanksgiving): November 23 - December 1, 2023
Spring Wave (Memorial Day): May 13 - June 2, 2024

The following enforcement parameters will be required of participating municipal law enforcement agencies:

- o Personnel
 - Minimum of 2 Officers/Maximum of 8
- o Earned media participation:
 - Participating agencies are required to take part in earned media activity related to CIOT. This could include the following:
- o Hosting a kick-off press event
- o Notification of media outlets through the use of interview opportunities, press releases and media advisories
- o Cooperation with the HSO earned media contractor including:
 - § Distribution of press releases
 - § Use of Approved Talking points
- o Creation and submission of earned media activity with reimbursement documentation
- o Non-spotter type enforcement explanation:
- o Enforcement Schedule
 - § Daytime Enforcement – Daytime enforcement changes with seasonal patterns. Enforcement must take place during daylight hours
 - § 7 days per week eligib § Minimum of 4 hours shifts/Maximum 8 hour shifts
 - § Must include at least 1 AM/PM peak drive time (7am-10am/3pm-5pm seasonal) on weekdays
 - If possible the HSO would encourage both the AM/PM peak drive times as enforcement times but agencies must enforce during at least 1.
- o Enforcement Locations
 - Enforcement locations
- o Enforcement Schedule
 - § Fall Wave: November 23 to December 1, 2023
 - § Spring Wave: May 13 to June 2, 2024
- o Cooperation with the HSO earned media contractor including:
 - § Distribution of press releases
 - § Use of Approved Talking points
- o Creation and submission of earned media activity with reimbursement documentation

NEW GRANT REQUIREMENT: Participation in the Wave program
(See WAVE PROGRAM REQUIREMENT tab for details)

PROJECT TITLE	APPLICANT	
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department	
	ACTIVITIES	PAGE 2 OF 2

ACTIVITIES CONTINUED: LOCATION & JUSTIFICATION

****Press "ALT"&"Enter" together to insert new line**

List proposed enforcement locations and provide a justification for each location.

For the years 2000-2023 Rt. 25 is showing to have the most crashes involving occupants not using a restraint system; all of Rt. 25 will be an enforcement area, due to the crash data and volume of motor vehicles. The following intersections should be an enforcement location due to the high number of crashes resulting in injuries and they are all high volume areas: (Rt. 25/Pepper ST North) (Rt. 25/Verna Rd/Stanley Area) (Rt. 25/Crescent Place/Old Newtown RD) (Rt. 111/Purdy Hill Rd) (Rt. 111/Elm Street) (Rt. 111/Cross Hill Rd) (Rt. 110/Moose Hill Rd) . The Connecticut Crash Data Repository was used to identify these enforcement locations.

PROJECT TITLE							APPLICANT													
CLICK-IT OR TICKET ENFORCEMENT							Monroe Police Department													
							ELIGIBLE DATES				PAGE 1 OF 1									
October 2023							November 2023							December 2023						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						
January 2024							February 2024							March 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6					1	2	3						1	2
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30
														31						
April 2024							May 2024							June 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6				1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						
July 2024							August 2024							September 2024						
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31	29	30					

PROJECT TITLE							APPLICANT														
CLICK-IT OR TICKET ENFORCEMENT							Monroe Police Department														
							ELIGIBLE DATES				PAGE 1 OF 1										
October 2023							November 2023							December 2023							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
1	2	3	4	5	6	7				1	2	3	4						1	2	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9	
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16	
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23	
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30	
														31							
January 2024							February 2024							March 2024							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6					1	2	3						1	2	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	3	4	5	6	7	8	9	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	10	11	12	13	14	15	16	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	17	18	19	20	21	22	23	
28	29	30	31				25	26	27	28	29			24	25	26	27	28	29	30	
														31							
April 2024							May 2024							June 2024							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6					1	2	3	4							1
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
														30							
July 2024							August 2024							September 2024							
Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	Su	M	Tu	W	Th	F	Sa	
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
28	29	30	31				25	26	27	28	29	30	31	29	30						

PROJECT TITLE	APPLICANT
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department
	FRINGE

FRINGE BENEFIT CERTIFICATION STATEMENT

NOTE: If fringe rate is being charged/reimbursed, this page should be completed and signed. Fringe benefit charges should NOT be included in the hourly rate. No hourly rate should be inflated--all hourly rates should be reported as actuals.

I hereby certify that the information below is the true and accurate and authorized by the City/Town/Agency of
Monroe Police Department
for hours worked by personnel for the following time period:

FROM Date: 11/10/2023 **TO Date:** 11/11/2023

#	Actual Cost Category	Officer's Fringe Rate OVT %	Submitting for Reimbursement	Trooper's Fringe Rate OVT %	Submitting for Reimbursement
1	FICA-Medicare	0.00000%		0.00000%	
2	Retirement	0.00000%		0.00000%	
3	Worker's Comp	0.00000%		0.00000%	
4	Medicare	0.00000%		0.00000%	
5		0.00000%		0.00000%	
6		0.00000%		0.00000%	
7		0.00000%		0.00000%	
8		0.00000%		0.00000%	
9		0.00000%		0.00000%	
10		0.00000%		0.00000%	

Total Fringe Rate	0.00000%	0.00000%	0.00000%	0.00000%
--------------------------	-----------------	-----------------	-----------------	-----------------

City/Town/Agency's Chief Financial Officer or Authorized Official

I further certify that this statement is correct in all respects and that the fringe benefit rate(s) identified above accurately represents the fringe benefit costs to the city/town/agency for the individuals employed under or working on this project.

Name: _____

Signature: _____

Title: _____

Date: _____

PROJECT TITLE	APPLICANT
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department
	BUDGET

BUDGET DETAIL

ONLY FILLOUT THE DATA IN YELLOW HIGHLIGHTED BOXES

(A) SALARIES:

Category:	Enforcement	Total
Municipal PD	\$0.00	\$0.00
Resident Trooper	\$0.00	\$0.00
Officer/Constable	\$0.00	\$0.00
State Police	\$0.00	\$0.00
Total Estimated Wages:		(A) \$0.00

(B) FRINGE BENEFITS:

Overtime Fringe Benefit of:	Rate	Salary Breakdown	Fringe Benefits
Municipal PD @	0.00%	\$0.00	\$0.00
Resident Trooper @	0.00%	\$0.00	\$0.00
Officer/Constable @	0.00%	\$0.00	\$0.00
State Police @	0.00%	\$0.00	\$0.00
Total Fringe Benefits Costs:			(B) \$0.00

(C) INDIRECT COST:

Indirect Rate (please attach approved agreement):	0.00%
List here Indirect Rate Base Categories (i.e. A,B,C):	
Sum of Indirect Cost Base Categories	
Total Indirect Costs:	(C) \$0.00

(D) NOTES:

Please add any budget specific notes here:

Grand Total Amount:	\$0.00
----------------------------	---------------

PROJECT TITLE	APPLICANT
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department
	REIMBURSEMENT

PROJECT EXPENDITURES --- REIMBURSEMENT REQUIREMENTS

NOTE: This is a federally reimbursable program. The cost of all expenses incurred under this project must first be paid for with municipal or state agency funds. The sub-grantee may then apply for reimbursement based on the procedures and policies listed below.

Project Start Date November 23, 2023		
WAVE 64 Billing Period Start Date November 23, 2023	WAVE 64 Billing Period Ending Date December 1, 2023	Reimbursement Deadline December 31, 2023
WAVE 65 Billing Period Start Date May 13, 2024	WAVE 65 Billing Period Ending Date June 2, 2024	Reimbursement Deadline July 2, 2024

- All reimbursements must be signed and dated by the sub-grantee's authorizing official.
- Reimbursements should be submitted on a quarterly/monthly basis, per program, per program manager, during the term of the approved grant.
- Under the terms and conditions of this project application, **ALL SUPPORTING DOCUMENTATION** must be submitted to the Highway Safety Office no later than thirty (30) days after the project's ending date. Please verify the project start date, project ending date, and reimbursement deadline prior to any project activity.
- All reimbursements must include the invoice as well as proof of payment (examples: for airfare or hotel; a billing statement showing a zero balance, a screen shot from system showing vendor and payment amount with voucher number, copy of front and back of canceled check, or notarized letter which includes check number and date when expenditure was paid).
- Deadline for all federal reimbursements for salary positions must be invoiced to the CT Highway Safety Office (HSO) no later than October 30th. Failure to do so may jeopardize your reimbursement.
- All salary reimbursements must be accompanied by signed timesheets and/or reports. Signature of both the employee and authorizing Supervisor is required.
- Deadline for all federal reimbursements for commodity purchases and other pre-approved grant items should be submitted to the HSO no later than October 30th.
- Photocopies of any media coverage (if applicable) or supportive documentation can be included.
- Grant category budgets should be adhere to, funding is not fluid between budget categories. Only expenses contained in the approved Highway Safety Project application may be claimed for reimbursement.

**FAILURE TO MEET THE REIMBURSEMENT REQUIREMENTS
SET FORTH MAY RESULT IN YOUR CLAIM BEING DENIED.**

PROJECT TITLE	APPLICANT
CLICK-IT OR TICKET ENFORCEMENT	Monroe Police Department
	AUDIT REQ

ATTACHMENT A

**SINGLE AGENCY AUDITING REQUIREMENTS AND PROCEDURES
EFFECTIVE OCTOBER 1, 2023**

AUDIT REQUIREMENT STATEMENT:

The town/city/agency of Monroe Police Department declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources DOES exceed \$750,000 and that it will conduct an audit report as required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: _____ **Signature:** _____
Title: _____ **Date:** _____

(NOTE: PLEASE DO NOT SIGN FOR BOTH STATEMENTS)



AUDIT EXEMPTION STATEMENT:

The town/city/agency of Monroe Police Department declares that for the fiscal year ending September 30, 2024, the sum total of Federal funds awarded to local government agencies from all sources DOES NOT exceed \$750,000 and that an independent audit is not required under 2 CFR part 200 subpart F (REVISED) AUDITS OF STATES, LOCAL GOVERNMENTS, AND NON-PROFIT ORGANIZATIONS AND 49 CFR UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS PART 18.26.

Name: _____ **Signature:** _____
Title: _____ **Date:** _____

The following sanctions policy will be in effect for sub grantees who do not submit Audit Reports or who do not correct findings in those reports:

- a. Any sub grantee receiving \$750,000 or more in Federal funds from all sources who fails to submit an audit report two or more sequential fiscal years will not be eligible for highway safety grants until all audit reporting requirements are met.
- b. Any sub grantee who has not taken corrective action on an audit finding within six months of the submission of an audit report will have funds automatically deducted from any pending claims. If there are no pending claims with the HSO, the sub grantee will not be eligible for highway safety grants until a corrective action has been negotiated with the HSO.

Project Name	01/2020
Project No.	01/2020

Construction and Commissioning of
Plant 1 and 2020 Highway Safety System
 at the Highway Safety System

The project is a construction and commissioning project for the Plant 1 and 2020 Highway Safety System at the Highway Safety System. The project is divided into two main phases: construction and commissioning. The construction phase involves the installation of the plant and the highway safety system. The commissioning phase involves the testing and operation of the system.

Project Name	01/2020
Project No.	01/2020

The project is a construction and commissioning project for the Plant 1 and 2020 Highway Safety System at the Highway Safety System. The project is divided into two main phases: construction and commissioning. The construction phase involves the installation of the plant and the highway safety system. The commissioning phase involves the testing and operation of the system.

Project Name	01/2020
Project No.	01/2020

The project is a construction and commissioning project for the Plant 1 and 2020 Highway Safety System at the Highway Safety System. The project is divided into two main phases: construction and commissioning. The construction phase involves the installation of the plant and the highway safety system. The commissioning phase involves the testing and operation of the system.

Project Name	01/2020
Project No.	01/2020

The project is a construction and commissioning project for the Plant 1 and 2020 Highway Safety System at the Highway Safety System. The project is divided into two main phases: construction and commissioning. The construction phase involves the installation of the plant and the highway safety system. The commissioning phase involves the testing and operation of the system.

Project Name	01/2020
Project No.	01/2020

The project is a construction and commissioning project for the Plant 1 and 2020 Highway Safety System at the Highway Safety System. The project is divided into two main phases: construction and commissioning. The construction phase involves the installation of the plant and the highway safety system. The commissioning phase involves the testing and operation of the system.

Project Name	01/2020
Project No.	01/2020

The project is a construction and commissioning project for the Plant 1 and 2020 Highway Safety System at the Highway Safety System. The project is divided into two main phases: construction and commissioning. The construction phase involves the installation of the plant and the highway safety system. The commissioning phase involves the testing and operation of the system.

Project Name	01/2020
Project No.	01/2020

The project is a construction and commissioning project for the Plant 1 and 2020 Highway Safety System at the Highway Safety System. The project is divided into two main phases: construction and commissioning. The construction phase involves the installation of the plant and the highway safety system. The commissioning phase involves the testing and operation of the system.

For more information, please contact the project manager at [redacted].

PROJECT TITLE		APPLICANT	
CLICK-IT OR TICKET ENFORCEMENT		Monroe Police Department	
		SUMMARY	
BUDGET SUMMARY			
TOTAL FEDERAL BUDGET	\$0.00	FEDERAL SHARE	100.00%
TOTAL MATCH BUDGET	\$0.00	NON-FEDERAL SHARE	0.00%
FEDERAL AWARD IDENTIFIER NUMBER (FAIN):		69A37521300004020CT0	
		69A37522300004020CT0	
		69A3752230SUP4020CT0	
		69A37523300004020CT0	
		69A3752330SUP4020CT0	
		69A37524300004020CT0	
		69A3752430SUP4020CT0	
COST CATEGORY	AMOUNT	BUDGET SUMMARY APPROVAL	
OFFICERS-SALARIES	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
OFFICERS-FRINGE BENEFITS @	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
TROOPER-SALARIES	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
TROOPER-FRINGE BENEFITS @	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
STATE POLICE-SALARIES	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
STATE POLICE-FRINGE BENEFITS @	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
INDIRECT COST	\$0.00	<input type="checkbox"/> APPROVED	<input type="checkbox"/> CONDITION APPLY* <input type="checkbox"/> N/A
TOTAL FEDERAL BUDGET	\$0.00	<i>*Conditionally approved amounts will only be reimbursed upon satisfying the condition mentioned below.</i>	
ADJUSTMENT (if any)		Adjustment Reason:	
APPROVED GRANT AMOUNT:	\$0.00		
Notes:			



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Chris Nowacki, Director of Public Works

Subject: Resolutions Regarding the Snow Plowing/Deicing and Snow Removal Contracts

Earlier this year, the Town issued a Request for Proposals ("RFP") for contracted snow plowing and sanding for the 2023-2024 winter season. These services are utilized primarily to service the Town's dirt roadways and the industrial park, but may also be utilized elsewhere when additional resources are needed to supplement Town forces.

Two bids were received, both of which were determined to be acceptable by our Director of Public Works. Both vendors were successful bidders last year as well and were engaged under the same standard agreement.

Included for your review and consideration are the Contracts, which incorporate the RFP documents and proposals as submitted.

This matter has been reviewed by the Town Attorney who has provided his attached letter of opinion.

I ask that you place the following resolutions on the agenda of your upcoming meeting:

RESOLUTION #23-137: RESOLVED, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Snow Plowing/Deicing and Snow Removal Contract and any associated documents by and between The Natures Edge for services through July 1, 2024.

RESOLUTION #23-138: RESOLVED, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Snow Plowing/Deicing and Snow Removal Contracts and any associated documents by and between C & E Landscaping LLC for services through July 1, 2024.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

Re: Letter of Opinion
Contracted Snow Plowing/Deicing and Snow Removal 2023/2024 Agreements
by and between the Town of Monroe ("Town") and:
1. The Natures Edge, L.L.C.; and,
2. C & E Landscaping, L.L.C. (collectively "Agreements").

Dear First Selectman Kellogg:

At your direction, I have reviewed the attached Agreements between the Town and the above-referenced contractors who were the successful bidders for contracted snow plowing/deicing and snow removal 2023/2024 in response to RFP 2023-1). The RFP and the form Agreements are approved form agreements and upon my review thereof, so long as the Agreements are amended to reference the contractors by their correct legal entity names as referenced herein above, I approve the Agreements in form and substance.

As such, pursuant to Chapter V, Section 14 of the Town of Monroe Charter ("Charter"), I hereby approve the Agreements and recommend that they be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

This Contracted Snow Plowing/Deicing & Snow Removal Contract (the "Contract") is entered into the _____ day of _____, 20__ ("Effective Date") by and between the Town of Monroe, a political subdivision of the State of Connecticut, (the "Town") and The Natures Edge, LLC a Contractor, whose principal office is located at 54 Dorman Road, Oxford, CT 06478 (the "Contractor").

WHEREAS, the Town has issued a Request for Proposals (the "RFP") for Contracted Snow Plowing/Deicing & Snow Removal (the "Work"); and

WHEREAS, Contractor submitted a Proposal to the Town, dated October 25, 2023 (the "Proposal"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Addenda issued prior to the execution of this Contract or modifications issued after the execution of this Contract; and
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully a part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until July 1, 2024. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.

7. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.

8. Notice. All notices, demands, or other documents required or desired to be given, made or sent to either party under this Contract shall be made in writing, shall be deemed effective upon receipt and shall be delivered personally, mailed postage prepaid, certified mail, return receipt requested, as set forth below, which addresses may be changed by written notice given to the other party in the manner provided above.

TO THE TOWN:

Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

WITH COPY TO:

Chris Nowacki
Director of Public Works
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

TO CONTRACTOR:

The Nature's Edge, LLC
54 Dorman Road
Oxford, CT 06478

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF MONROE

[Witness]

By

Kenneth M. Kellogg
First Selectman

THE NATURE'S EDGE, LLC

[Witness]

By

Kelly Harding
Its Principal/Owner

PROPOSAL FORM

BIDDER: The Natures Edge, LLC

The undersigned, having familiarized themselves with the existing conditions at the project area and the specification for required services, hereby proposes to furnish the requested required services for the following cost: Payment

Payment will be based on the actual hours worked and verified by the General Foreman. All vendors shall submit a vendor supplied daily work sheet with the truck size and hours to the General Foreman for approval signature. All invoice payments will be made according to the approved hours on the daily work sheets.

Clarification

Response time shall be two (2) hours from the initial call. **The Town may renew by mutual agreement in writing by the Town the term of this contract awarded for one (1) year optional, or an addition of two (2) years.** Sanding hours will be compensated based on the actual number of hours sanding. All other actual hours worked will be compensated under the appropriate plowing item. For example, if a contractor is called in to work for 10 hours and 2 hours of that time is utilized sanding roads, the contractor will be compensated 8 hours for plowing and 2 hours for sanding. The only exception to this is if a contractor is called in to perform only sanding in which case all hours will be compensated for sanding.

PLOWING SERVICES

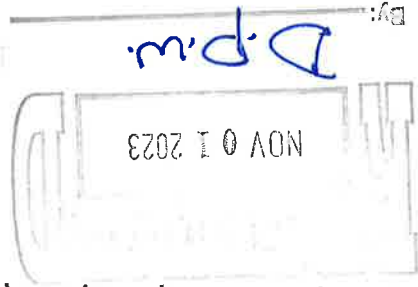
- Item #1: Plowing with ¾ -Ton truck \$ 140 /per hour
- Item #2: Plowing with 1-Ton truck \$ 140 /per hour
- Item #3: Plowing with 5-7cy truck \$ 300 /per hour

DEICING SERVICES

- Item #1A: Sanding with ¾-Ton truck \$ 140 /per hour
- Item #2A: Sanding with 1-Ton truck \$ 140 /per hour
- Item #3A: Sanding with 5-7 cy truck \$ 300 /per hour

LOADER WITH BUCKET (2 CY Minimum)

Item #4: Make/Model Kubota 6030 Bucket Capacity (cy) 3
\$ 200 /per hour



By:

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

PLOWING & SANDING FOR 2023/2024 WINTER SEASON

ADDITIONAL EQUIPMENT (provide description, bucket size, etc. & rate below)

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour


Item #5: _____ \$ _____ /per hour

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned Bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the RFP

 This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the Required Contract Terms as set forth in this RFP. **The Bidder agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the Bidder on the State of Connecticut's Debarment List?

_____ Yes No

3. Occupational Safety and Health Law Violations

Has the Bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or

TOWN OF MONROE, CONNECTICUT

CONTRACTED SNOW PLOWING/BEARING AND SNOW REMOVAL 2023/2024

2023-14

death of any employee in the three-year period preceding the proposal?

_____ Yes No

If "yes," attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the Bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes No

If "yes," attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the Bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes No

If "yes," attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the Bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes No

If "yes," attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the Bidder aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the Bidder that could be regarded as creating a conflict of interest?

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024

2023-14

_____ Yes No

If "yes," attach a sheet fully describing each such matter.

8. The undersigned is an authorized representative of the Bidder, and hereby acknowledges that the proposal and accompanying documents shall be valid and binding upon the Bidder for a period of not less than one hundred fifty (150) days from the Response Deadline.

Yes _____ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY Kelly Harding
(PRINT NAME)

TITLE: Owner

Kelly Harding
(SIGNATURE)

DATE: 10/25/23

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Bidder's regular employees regularly in attendance to carry on the Bidder's business in the Bidder's own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business under sole proprietor or trade name

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name

Street Address

Mailing Address (if different from Street Address)

Owner's Full Legal Name

Number of years engaged in business

Names of Current Officers

President

Secretary

Chief Financial Officer

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

54 Daman Rd Oxford, CT

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Legal Name The Watures Edge, LLC
Street Address 54 Daman Rd, Oxford, CT
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name Kelly Harding
Number of years engaged in business 20

Names of Current Manager(s) and Member(s)

Justin Harding
Name & Title (if any) owner

54 Daman Rd
Residential Address (street only)

Kelly Harding
Name & Title (if any) owner

54 Daman Rd
Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

54 Daman Rd Oxford, CT

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

IF A PARTNERSHIP:

Bidder's Full Legal Name _____
Street Address _____
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name _____
Number of years engaged in business _____
Names of Current Partners _____

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address

(street only) (Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?
_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print) Name and Title of Bidder's Authorized Representative

(signature) Bidder's Representative, Duly Authorized

Date

BIDDER'S NON-COLLUSION AFFIDAVIT

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the Bidder developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Bidder, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Bidder and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Monroe is directly or indirectly interested in the Bidder's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.


The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Monroe to consider its proposal and make an award in accordance there with.

The Dotues Edge LLC Kelly Hardway
Legal Name of Bidder (signature)
Bidder's Representative, Duly Authorized

Kelly Hardway
Name of Bidder's Authorized Representative
owner
Title of Bidder's Authorized Representative

10/25/23
Date

Subscribed and sworn to before me this 25th day of October, 2023


Notary Public
My Commission Expires:

MARK J. LUCAS, JR.
NOTARY PUBLIC
State of Connecticut
My Commission Expires
May 31, 2028

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME Town of Oxford
ADDRESS 486 Oxford Rd
CITY, STATE Oxford, CT
TELEPHONE: 203-888-2543
INDIVIDUAL CONTACT NAME AND POSITION Kyra Nestorac
Park & Rec Supervisor
2. BUSINESS NAME Pomperaug Senior Living
ADDRESS 80 Heritage Rd
CITY, STATE Southbury, CT
TELEPHONE: 203-262-6555
INDIVIDUAL CONTACT NAME AND POSITION Kevin Moshier
Executive Director
3. BUSINESS NAME Beta Shum
ADDRESS 11 Progress Dr
CITY, STATE Shelton, CT
TELEPHONE: 203-667-7056
INDIVIDUAL CONTACT NAME AND POSITION Scott McCre
owner

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

This October Contract (the "Contract") is entered into the 25 day of October, 2023 ("Effective Date") by and between the Town of Monroe, a political subdivision of the State of Connecticut, (the "Town") and TWO NOTVED EDER a _____ whose principal office is located at Offord, CT (the "Contractor").

WHEREAS, the Town has issued a Request for Proposals (the "RFP") for _____ (the "Work"); and

WHEREAS, Contractor submitted a Proposal to the Town, dated October 23, 2023 (the "Proposal"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Addenda issued prior to the execution of this Contract or modifications issued after the execution of this Contract; and
 - (iv) The Proposal submitted by the Contractor.

in the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully a part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until _____. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.
7. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.
8. Notice. All notices, demands, or other documents required or desired to be given, made or sent to either party under this Contract shall be made in writing, shall be deemed effective upon receipt and shall be delivered personally, mailed postage prepaid, certified mail, return receipt requested, as set forth below, which addresses may be changed by written notice given to the other party in the manner provided above.

TO THE TOWN:

Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

WITH COPY TO:

Chris Nowacki
Director of Public Works
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

TO CONTRACTOR:

[CONTRACTOR]
[ADDRESS]

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.
11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF MONROE

[Witness]

By

Kenneth M. Keiflogg
First Selectman

[COMPANY NAME]

The Natures Edge

By

Kelly Hardney
Its owner

[Witness]

PROPOSAL FORM

BIDDER: The Natures Edge, LLC

The undersigned, having familiarized themselves with the existing conditions at the project area and the specification for required services, hereby proposes to furnish the requested required services for the following cost: Payment
Payment will be based on the actual hours worked and verified by the General Foreman. All vendors shall submit a vendor supplied daily work sheet with the truck size and hours to the General Foreman for approval signature. All invoice payments will be made according to the approved hours on the daily work sheets.

Clarification

Response time shall be two (2) hours from the initial call. The Town may renew by **mutual agreement in writing by the Town the term of this contract awarded for one (1) year optional, or an addition of two (2) years.** Sanding hours will be compensated based on the actual number of hours sanding. All other actual hours worked will be compensated under the appropriate plowing item. For example, if a contractor is called in to work for 10 hours and 2 hours of that time is utilized sanding roads, the contractor will be compensated 8 hours for plowing and 2 hours for sanding. The only exception to this is if a contractor is called in to perform only sanding in which case all hours will be compensated for sanding.

PLOWING SERVICES

- Item #1: Plowing with ¾ -Ton truck \$ 140 /per hour
- Item #2: Plowing with 1-Ton truck \$ 140 /per hour
- Item #3: Plowing with 5-7cy truck \$ 300 /per hour

DEICING SERVICES

- Item #1A: Sanding with ¾-Ton truck \$ 140 /per hour
- Item #2A: Sanding with 1-Ton truck \$ 140 /per hour
- Item #3A: Sanding with 5-7 cy truck \$ 300 /per hour

LOADER WITH BUCKET (2 CY Minimum)

Item #4: Make/Model Kubota 630 Bucket Capacity (cy) 3
\$ 200 /per hour

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

PLOWING & SANDING FOR 2023/2024 WINTER SEASON

ADDITIONAL EQUIPMENT (provide description, bucket size, etc. & rate below)

Item #5: \$ _____ /per hour

Item #5: \$ _____ /per hour

Item #5: \$ _____ /per hour

Item #5: \$ _____ /per hour

Item #5: \$ _____ /per hour

Item #5: \$ _____ /per hour


Item #5: \$ _____ /per hour

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned Bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the RFP

 This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the Required Contract Terms as set forth in this RFP. **The Bidder agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the Bidder on the State of Connecticut's Debarment List?

_____ Yes No

3. Occupational Safety and Health Law Violations

Has the Bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or

TOWN OF MONROE, CONNECTICUT

CONTINGUED SNOW PLOWING/DEICING AND SNOW REMOVAL BIDS / 2024

2023-14

death of any employee in the three-year period preceding the proposal?

_____ Yes No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the Bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the Bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the Bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes No

If “yes,” attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the Bidder aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the Bidder that could be regarded as creating a conflict of interest?

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW FLOWING/ICEING AND SNOW REMOVAL 2023/2024
2023-14

_____ Yes No

If "yes," attach a sheet fully describing each such matter.

8. The undersigned is an authorized representative of the Bidder, and hereby acknowledges that the proposal and accompanying documents shall be valid and binding upon the Bidder for a period of not less than one hundred fifty (150) days from the Response Deadline.

Yes _____ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPRISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY Kelly Harding
(PRINT NAME)

TITLE: owner

Kelly Harding
(SIGNATURE)

DATE: 10/25/23

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Bidder's regular employees regularly in attendance to carry on the Bidder's business in the Bidder's own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name The Natures Edge LLC
Street Address 54 Damon Rd
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name _____
Number of years engaged in business under sole proprietor or trade name _____

Does the Bidder have a "permanent place of business" in Connecticut, as defined above? _____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____
Street Address _____
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name _____
Number of years engaged in business _____
Names of Current Officers _____

President _____ Secretary _____ Chief Financial Officer _____

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

54 Dammond Oxford, CT

IF A LIMITED LIABILITY COMPANY:

Bidder's Full Name The Waters Edge, LLC
Legal Name _____
Street Address 54 Dammond, Oxford, CT
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name Kelly Harding
Number of years engaged in business 20

Names of Current Manager(s) and Member(s)

Justin Harding
Name & Title (if any) owner

54 Dammond Rd
Residential Address (street only)

Kelly Harding
Name & Title (if any) owner

54 Dammond Rd
Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

54 Dammond Rd Oxford, CT

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

IF A PARTNERSHIP:

Bidder's Full Legal Name _____
Street Address _____
Mailing Address (if different from Street Address) _____
Owner's Full Legal Name _____
Number of years engaged in business _____
Names of Current Partners _____

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address (street only)

Name & Title (if any) Residential Address

(street only) (Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print) Name and Title of Bidder's Authorized Representative

(signature) Bidder's Representative, Duly Authorized

Date

BIDDER'S NON-COLLUSION AFFIDAVIT

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the Bidder developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Bidder, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Bidder and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Monroe is directly or indirectly interested in the Bidder's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Monroe to consider its proposal and make an award in accordance there with.

The Dotves Edge LLC
Legal Name of Bidder
Kelly Hardway
(signature)
Bidder's Representative, Duly Authorized

Kelly Hardway
Name of Bidder's Authorized Representative

owner
Title of Bidder's Authorized Representative

10/25/23
Date

Subscribed and sworn to before me this 25th day of October, 2023.


Notary Public

My Commission Expires:

MARK J. LUCAS, JR.
NOTARY PUBLIC
State of Connecticut
My Commission Expires
May 31, 2028

BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME Town of Oxford
ADDRESS 486 Oxford Rd
CITY, STATE Oxford, CT
TELEPHONE: 203-888-2543
INDIVIDUAL CONTACT NAME AND POSITION Kyra Nesteriac
Park + Rec supervisor
2. BUSINESS NAME Pamperawg Senior Living
ADDRESS 80 Heritage Rd
CITY, STATE Southbury, CT
TELEPHONE: 203-262-6555
INDIVIDUAL CONTACT NAME AND POSITION Kevin Moshier
Executive Director
3. BUSINESS NAME Beta Shum
ADDRESS 11 Progress Dr
CITY, STATE Shelton, CT
TELEPHONE: 203-667-7056
INDIVIDUAL CONTACT NAME AND POSITION Scott McCre
owner

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW FLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

This October Contract (the "Contract") is entered into the 25 day of October, 2023 ("Effective Date") by and between the Town of Monroe, a political subdivision of the State of Connecticut, (the "Town") and Ino Nature Edge, a LLC whose principal office is located at Oxford, CT (the "Contractor").

WHEREAS, the Town has issued a Request for Proposals (the "RFP") for _____ (the "Work"); and

WHEREAS, Contractor submitted a Proposal to the Town, dated October 23, 2023 (the "Proposal"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Addenda issued prior to the execution of this Contract or modifications issued after the execution of this Contract; and
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully a part of this Contract as if they were set forth in their entirety in this Contract.
4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until _____. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.
5. Contract Payments. The Town will pay the Contractor for work completed in

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW FLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.
7. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.
8. Notice. All notices, demands, or other documents required or desired to be given, made or sent to either party under this Contract shall be made in writing, shall be deemed effective upon receipt and shall be delivered personally, mailed postage prepaid, certified mail, return receipt requested, as set forth below, which addresses may be changed by written notice given to the other party in the manner provided above.

TO THE TOWN:

Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

WITH COPY TO:

Chris Nowacki
Director of Public Works
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

TO CONTRACTOR:

[CONTRACTOR]
[ADDRESS]

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.
10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.
11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF MONROE

[Witness]

By

Kenneth M. Keillogg
First Selectman

[COMPANY NAME]

The Nature's Edge

By

Kelley Howard
Its owner

[Witness]

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

This Contracted Snow Plowing/Deicing & Snow Removal Contract (the "Contract") is entered into the _____ day of _____, 20__ ("Effective Date") by and between the Town of Monroe, a political subdivision of the State of Connecticut, (the "Town") and C & E Landscaping, LLC a Contractor, whose principal office is located at 114 Old Zoar Road, Monroe, CT 06468 (the "Contractor").

WHEREAS, the Town has issued a Request for Proposals (the "RFP") for Contracted Snow Plowing/Deicing & Snow Removal (the "Work"); and

WHEREAS, Contractor submitted a Proposal to the Town, dated October 27, 2023 (the "Proposal"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Addenda issued prior to the execution of this Contract or modifications issued after the execution of this Contract; and
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully a part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until July 1, 2024. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

5. Contract Payments. The Town will pay the Contractor for work completed in accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.

7. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.

8. Notice. All notices, demands, or other documents required or desired to be given, made or sent to either party under this Contract shall be made in writing, shall be deemed effective upon receipt and shall be delivered personally, mailed postage prepaid, certified mail, return receipt requested, as set forth below, which addresses may be changed by written notice given to the other party in the manner provided above.

TO THE TOWN:

Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

WITH COPY TO:

Chris Nowacki
Director of Public Works
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

TO CONTRACTOR:

C & E Landscaping, LLC
114 Old Zoar Road
Monroe, CT 06468

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF MONROE

[Witness]

By

Kenneth M. Kellogg
First Selectman

C & E LANDSCAPING, LLC

[Witness]

By

Steven Holden
Its Principal/Owner

PROPOSAL FORM

BIDDER: C & E Landscaping LLC

The undersigned, having familiarized themselves with the existing conditions at the project area and the specification for required services, hereby proposes to furnish the requested required services for the following cost: Payment

Payment will be based on the actual hours worked and verified by the General Foreman. All vendors shall submit a vendor supplied daily work sheet with the truck size and hours to the General Foreman for approval signature. All invoice payments will be made according to the approved hours on the daily work sheets.

Clarification

Response time shall be two (2) hours from the initial call. **The Town may renew by mutual agreement in writing by the Town the term of this contract awarded for one (1) year optional, or an addition of two (2) years.** Sanding hours will be compensated based on the actual number of hours sanding. All other actual hours worked will be compensated under the appropriate plowing item. For example, if a contractor is called in to work for 10 hours and 2 hours of that time is utilized sanding roads, the contractor will be compensated 8 hours for plowing and 2 hours for sanding. The only exception to this is if a contractor is called in to perform only sanding in which case all hours will be compensated for sanding.

PLOWING SERVICES

- Item #1: Plowing with ¾-Ton truck \$ 140 /per hour
- Item #2: Plowing with 1-Ton truck \$ 140 /per hour
- Item #3: Plowing with 5-7cy truck \$ 290 /per hour

DEICING SERVICES

- Item #1A: Sanding with ¾-Ton truck \$ 140 /per hour
- Item #2A: Sanding with 1-Ton truck \$ 140 /per hour
- Item #3A: Sanding with 5-7 cy truck \$ 290 /per hour

LOADER WITH BUCKET (2 CY Minimum)

Item #4: Make/Model _____ Bucket Capacity (cy) _____
\$ _____ /per hour

NOV 01 2023
By: Dpw.

ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned Bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES

1. Exceptions to/Clarifications of/Modifications of the RFP

This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the Required Contract Terms as set forth in this RFP. **The Bidder agrees to each and every requirement, term, provision and condition of this RFP.**

OR

This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. State Debarment List

Is the Bidder on the State of Connecticut's Debarment List?

Yes

No

3. Occupational Safety and Health Law Violations

Has the Bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

_____ Yes

No

If "yes," attach a sheet fully describing each such matter.

8. The undersigned is an authorized representative of the Bidder, and hereby acknowledges that the proposal and accompanying documents shall be valid and binding upon the Bidder for a period of not less than one hundred fifty (150) days from the Response Deadline.


Yes

_____ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE BIDDER'S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY Steven Holden
(PRINT NAME)

C & E Landscaping LLC
TITLE: Owner


(SIGNATURE)

DATE: 10-18-23

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A LIMITED LIABILITY COMPANY:

Bidder's Full

C & E Landscaping LLC

Legal Name

114 Old Zoar RD Monroe, CT

Street Address

Mailing Address (if different from Street Address)

P.O. Box 112 Stevenson CT
06491

Owner's Full Legal Name

Steven Holden

Number of years engaged in business

20 years

Names of Current Manager(s) and Member(s)

Steven Holden (owner)

Name & Title (if any)

114 Old Zoar RD

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

Yes No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

114 Old Zoar RD Monroe, CT, 06468

BIDDER'S NON-COLLUSION AFFIDAVIT

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the Bidder developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Bidder, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Bidder and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Monroe is directly or indirectly interested in the Bidder's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Monroe to consider its proposal and make an award in accordance there with.

C+E Landscaping LLC
Legal Name of Bidder

[Signature]
(signature)
Bidder's Representative, Duly Authorized

Steven Holden
Name of Bidder's Authorized Representative

owner
Title of Bidder's Authorized Representative

10-27-23
Date

Subscribed and sworn to before me this 27th day of October, 2023

[Signature]
Notary Public
My Commission Expires:

CARRIE A. MILKS
NOTARY PUBLIC
STATE OF CONNECTICUT
MY COMMISSION EXPIRES DEC. 31, 2025

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

This _____ Contract (the "Contract") is entered into the _____ day of _____, 20__ ("Effective Date") by and between the Town of Monroe, a political subdivision of the State of Connecticut, (the "Town") and _____, a _____, whose principal office is located at _____, _____ (the "Contractor").

WHEREAS, the Town has issued a Request for Proposals (the "RFP") for _____ (the "Work"); and

WHEREAS, Contractor submitted a Proposal to the Town, dated _____, 20__ (the "Proposal"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Addenda issued prior to the execution of this Contract or modifications issued after the execution of this Contract; and
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully a part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until __. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF MONROE

[Witness]

By _____

Kenneth M. Kellogg
First Selectman

[COMPANY NAME]

[Witness]

By _____

Its _____

TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14

TOWN OF MONROE

REQUEST FOR PROPOSALS



RFP #: 2023-14
TITLE: CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
DEPARTMENT: PUBLIC WORKS
RELEASE TIME: OCTOBER 16, 2023
RESPONSE DEADLINE: NOVEMBER 1, 2023

PROCEDURAL INQUIRIES:

OFFICE OF THE DIRECTOR OF PUBLIC WORKS
7 FAN HILL ROAD
MONROE, CT 06468
(203) 452-2814 EXT. 1039
cnowacki@monroect.gov

LEGAL NOTICE

INVITATION TO BID

TOWN OF MONROE, CONNECTICUT

REQUEST FOR PROPOSALS

RE

Contracted Snow Plowing /Deicing and Snow Removal 2023/2024

OCTOBER 16TH, 2023

The Town of Monroe (“Town”) invites sealed proposals from qualified bidders for the following project/service:

CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024

through and until

NOVEMBER 1ST, 2023 10:00 AM (“Response Deadline”)

The documents comprising the Request for Proposals may be obtained:

- (1) In person at Monroe Town Hall, Office of the First Selectman, 7 Fan Hill Road, Monroe, CT 06468, between 8:30 AM – 4:30 PM, Monday through Thursday and 8:30 AM – 1:30 PM Friday; and/or
- (2) Electronically on the Town’s website <https://www.monroect.gov> (under “News & Announcements”) Public Bids & RFPs...

The Town hereby reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, and award the contract to the lowest proposal that meets the criteria set forth in the Request for Proposal and as may be in the best interests of the Town in its discretion. No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Town. **The Town may renew by mutual agreement in writing by the Town the term of this contract awarded for one (1) year optional, or an addition of two (2) years. The Town reserves the right to reject any and all bids and to accept the lowest responsible Bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the bidding, if, in the opinion of the Town, it would be in their best interest to do so.**

**TOWN OF MONROE, CONNECTICUT
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2024
2023-14**

**REQUEST FOR PROPOSALS
FOR
CONTRACTED SNOW PLOWING/DEICING AND SNOW REMOVAL 2023/2023
2023-14**

Proposal Closing Date/Time: November 1st, 2023
Proposal Opening Place: Monroe Town Hall, Office of the First Selectman,
Room 204, 7 Fan Hill Road, Monroe, CT 06468.

NOTICE: Pursuant to C.G.S. 1-210 (b)(24), the Town reserves the right to exempt responses to this RFP, and all records in connection with the contract award process, until such contract is executed or negotiations for the award of such contract have ended, whichever occurs earlier, provided the First Selectman determines and certifies that the public interest in the disclosure of such responses, record or file is outweighed by the public interest in the confidentiality of such responses, record or file.

The Town of Monroe ("Town") is accepting proposals from qualified [BIDDER TYPE] ("BIDDER") for the following project/service ("Work"):

Contracted Snow Plowing/Deicing and Snow Removal 2023/2024

Submission of one (1) original, one (1) hard copy of sealed proposals must be received at the Monroe Town Hall, Office of the First Selectman, 7 Fan Hill Road, Monroe, CT 06468 not later than the Response Deadline noted above, time being of the essence. The Town will not accept oral, telephone, telegraphic, facsimile or e-mail submissions. The Town will not accept proposals received after the date and time noted above. Postmarks prior to the opening date and time do not satisfy this condition. Bidders are solely responsible for ensuring timely delivery. Proposals are considered valid, and may not be withdrawn, cancelled or modified, for sixty (60) calendar days after the opening date.

The documents comprising the Request for Proposals may be obtained:

- (1) In person at Monroe Town Hall, Office of the First Selectman, 7 Fan Hill Road, Monroe, CT 06468, between 8:30 AM – 4:30 PM, Monday through Thursday and 8:30 AM – 1:30 PM Friday; and/or
- (2) Electronically on the Town's website, <https://www.monroect.gov> (under "News & Announcements") Public Bids & RFPs...

Bidders shall be responsible for checking the Town's website to determine if the Town has issued any addenda to this RFP and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.

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The Town hereby reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, award the contract to the lowest responsible Bidder that meets the criteria set forth in the Request for Proposal, and to waive any informalities, omissions, excess verbiage, or technical defects in the bidding, if, in the opinion of the Town, it would be in their best interest to do so.

This Request for Proposals ("RFP") includes:

- Standard Instructions to Bidders
- Required Contract Terms
- Specifications
- Insurance Requirements
- Proposal Form
- Bidder's Legal Status Disclosure Form
- Bidder's Non-Collusion Affidavit Form
- Bidder's Statement of References Form
- Addenda, if any
- The Contract in the form attached
- Contract Addenda, if any

STANDARD INSTRUCTIONS TO BIDDERS

1. INTRODUCTION

The Town is accepting proposals from qualified Bidders for the Work as herein before defined.

Bid Request for Contracted Snow Plowing /Deicing and Snow Removal 2023/2024

This RFP is not a contract offer, and **no contract will exist unless and until a written contract (the “Contract”) is signed by the Town and the successful Bidder.**

Interested parties should submit a proposal in accordance with the requirements and directions contained in this RFP. **Bidders are prohibited from contacting any Town employee, officer or official concerning this RFP, except as set forth in Section 6, below. A Bidder’s failure to comply with this requirement may result in disqualification.**

Except as otherwise provided in the Contract, if there are any conflicts between the provisions of these Standard Instructions to Bidders and any other documents comprising this RFP, these Standard Instructions to Bidders shall prevail.

2. RIGHT TO AMEND OR TERMINATE THE RFP OR CONTRACT

The Town may, before or after proposal opening and in its sole discretion, clarify, modify, amend or terminate this RFP if the Town determines it is in the Town’s best interest. Any such action shall occur by a posting on the Town’s website, <https://www.monroect.gov>. **Bidders shall be responsible for checking the Town’s website to determine if the Town has issued any addenda to this RFP and, if so, to complete its Proposal in accordance with the RFP as modified by the addenda.**

If this RFP provides for a multi-year Contract, the Town also reserves the right to terminate the Contract in subsequent years in the event that the Town declines to appropriate sufficient funds. The Town shall have no obligation or liability to the successful Bidder for any unfunded year or years.

3. KEY DATES

Interviews:	To be determined; see
Section 21 Preliminary Notice of Award:	Within 60 days of
Proposal Opening	November 1 st , 2023
	At 10:00 AM
Contract Execution:	Within 10 days of Preliminary Notice of Award

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The Interviews, Preliminary Notice of Award and Contract Execution dates are anticipated, not certain, dates.

4. OBTAINING THE RFP

The documents comprising the Request for Proposals may be obtained: (a) In person at Monroe Town Hall, Office of the First Selectman, 7 Fan Hill Road, Monroe, CT 06468, between 8:30 AM – 4:30 PM, Monday through Thursday, or between 8:30 AM – 1:30 PM on Friday; and/or, <https://www.monroect.gov>

5. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be received in the Monroe Town Hall, Office of the First Selectman, 7 Fan Hill Road, Monroe, CT 06468 prior to Response Deadline, time being of the essence. The Town will not accept oral, telephone, telegraphic, facsimile or e-mail submissions, or fax. The Town will not accept proposals received after the date and time noted above. Postmarks prior to the opening date and time do not satisfy this condition. Bidders are solely responsible for ensuring timely delivery. No submissions may be accepted or withdrawn after the Response Deadline.

One (1) original, one (1) hard copy of sealed proposals of all proposal documents must be submitted in sealed, opaque envelopes clearly labeled with the Bidder's name, the Bidder's address, the words "**PROPOSAL DOCUMENTS,**" and the **RFP Title, RFP Number and Release Date and Time**. The Town may decline to accept proposals submitted in unmarked envelopes that the Town opens in its normal course of business. The Town may, but shall not be required to, return such proposal documents, and inform the Bidder that the proposal documents may be resubmitted in a sealed envelope properly marked as described above.

Proposal prices must be submitted on the Proposal Form included in this RFP. All blank spaces for proposal prices must be completed in ink or be typewritten; proposal prices must be stated in both words and figures. The person signing the Proposal Form must initial any errors, alterations, or corrections on that form. Ditto marks or words such as "SAME" shall not be used in the Proposal Form.

Proposals may be withdrawn personally or in writing provided that the Town receives the withdrawal prior to the date and time the proposals are scheduled to be opened. Proposals are considered valid, and may not be withdrawn, cancelled, or modified, for sixty (60) calendar days after the opening date, in order to give the Town sufficient time to review the proposals, investigate the Bidder's qualifications, secure any required municipal approvals, and execute a binding contract with the successful Bidder.

An authorized person representing the legal entity of the Bidder must sign the Proposal Form and all other forms included in this RFP.

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6. QUESTIONS AND AMENDMENTS

Questions concerning the process and procedures applicable to this RFP are to be submitted **only in writing** (including by e-mail) and directed **only to**:

Department: Office of the Director of Public Works

E-mail: cnowacki@monroect.gov

Questions concerning this RFP's Specifications are to be submitted **only in writing** (including by e-mail) and directed **only to**:

Name: Chris Nowacki

Department: Public Works

E-mail: cnowacki@monroect.gov

Bidders are prohibited from contacting any other Town employee, officer or official concerning this RFP. A Bidder's failure to comply with this requirement may result in disqualification.

The appropriate Town representative listed above must receive any questions from Bidders no later than ten (10) business days before the Response Deadline. That representative will confirm receipt of a Bidder's questions by e-mail.

The Town will answer all relevant written questions by issuing one or more addenda, which shall be a part of this RFP and the resulting Contract, containing all questions received as provided for above and decisions regarding same.

At least five (5) calendar days prior to Proposal Closing Time, the Town will post any addenda on the Town's website, <https://www.monroect.gov> (under "News & Announcements") Public Bids & RFPs. **Each Bidder is responsible for checking the website to determine if the Town has issued any addenda and, if so, to complete its proposal in accordance with the RFP as modified by the addenda.**

No oral statement of the Town, including oral statements by the Town representatives listed above, shall be effective to waive, change or otherwise modify any of the provisions of this RFP, and no Bidder shall rely on any alleged oral statement.

7. ADDITIONAL INFORMATION

The Town reserves the right, either before or after the opening of proposals, to communicate with any Bidder to clarify its proposal or to submit additional information that the Town in its sole discretion deems desirable.

8. COSTS FOR PREPARING PROPOSAL

Each Bidder's costs incurred in developing its proposal are its sole responsibility, and

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the Town shall have no liability for such costs.

9. OWNERSHIP OF PROPOSALS

All proposals submitted become the Town's property and shall not be returned to Bidders.

10. FREEDOM OF INFORMATION ACT

All information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act as amended and judicially interpreted. A Bidder's responses may contain financial, trade secret or other data that it claims should not be public (the "Confidential Information"). A Bidder must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. Provided that the Bidder cooperates with the Town as described in this section, the Town shall, to the extent permitted by law, protect from unauthorized disclosure such Confidential Information.

If the Town receives a request for a Bidder's Confidential Information, it will promptly notify the Bidder in writing of such request and provide the Bidder with a copy of any written disclosure request. The Bidder may provide written consent to the disclosure or may object to the disclosure by notifying the Town in writing to withhold disclosure of the information, identifying in the notice the basis for its objection, including the statutory exemption(s) from disclosure. The Bidder shall be responsible for defending any complaint brought in connection with the nondisclosure, including but not only appearing before the Freedom of Information Commission, and providing witnesses and documents as appropriate.

11. REQUIRED DISCLOSURES

Each Bidder must, in its Proposal Form, make the disclosures set forth in that form. A Bidder's acceptability based on those disclosures lies solely in the Town's discretion.

12. REFERENCES

Each Bidder must complete and submit the Bidder's Statement of References Form included in this RFP.

13. LEGAL STATUS

If a Bidder is a corporation, limited liability company, or other business entity that is required to register with the Connecticut Secretary of the State's Office, it must be registered and in good standing with that office. The Town may, in its sole discretion,

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request acceptable evidence of any Bidder's legal status. Each Bidder must complete the Bidder's Legal Status Disclosure Form included in this RFP.

14. PROPOSAL SECURITY/BOND

["This item is not applicable to this RFP"]

15. PRESUMPTION OF BIDDER'S FULL KNOWLEDGE

Each Bidder is responsible for having read and understood each document in this RFP and any addenda issued by the Town. A Bidder's failure to have reviewed all information that is part of or applicable to this RFP, including but not limited to any addenda posted on the Town's website, shall in no way relieve it from any aspect of its proposal or the obligations related thereto.

Each Bidder is deemed to be familiar with and is required to comply with all federal, state and local laws, regulations, ordinances, codes and orders that in any manner relate to this RFP or the provision or goods or performance of the work described herein.

By submitting a proposal, each Bidder represents that it has thoroughly examined and become familiar with the scope of work outlined/the goods described in this RFP, and it is capable of performing the work/delivering/installing the goods to achieve the Town's objectives. If applicable, each Bidder shall visit the site, examine the areas, and thoroughly familiarize itself with all conditions of the property before preparing its proposal.

16. TAX EXEMPTIONS

The Town is exempt from the payment of federal excise taxes and Connecticut sales and use taxes per Federal Tax Exempt #06-6002038 and pursuant to Conn. Gen. Stat. Chapter 219, § 12-412(1), as may be hereafter amended.

17. INSURANCE

The successful Bidder shall, at its own expense and cost, obtain and keep in force at least the insurance listed in the Insurance Requirements that are a part of this RFP. The Town reserves the right to request from the successful Bidder a complete, certified copy of each required insurance policy.

18. PERFORMANCE SECURITY/BOND

["This item is not applicable to this RFP"]

19. AWARD CRITERIA; PRELIMINARY SELECTION; CONTRACT EXECUTION

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The Town reserves the right to correct, after Bidder verification, any mistake in a proposal that is a clerical or scrivener's error. If an error exists in an extension of prices, the unit price shall prevail. In the event of a discrepancy between the price quoted in words and in figures, the words shall control.

The Town hereby reserves the right to amend or terminate this Request for Proposals, accept all or any part of a proposal, reject all proposals, waive any informalities or non-material deficiencies in a proposal, award the contract to the lowest responsible Bidder that meets the criteria set forth in the Request for Proposal, and to waive any informalities, omissions, excess verbiage, or technical defects in the bidding, if, in the opinion of the Town, it would be in their best interest to do so. The Town also reserves the right, if applicable, to award the purchase of individual items under this RFP to any combination of separate proposals or Bidders.

The proposals will be evaluated by a Review Committee ("Committee") which will select the proposal that meets the criteria set forth in the RFP and is in the best interests of the Town, including without limitation, the cost of the proposal, the Bidder's understanding of the RFP requirements, approach and timeline; the Bidder's locale of its offices and personnel and staffing, and the Bidder's personnel and staffing, resources, experience, references, capabilities, past performance, and other relevant criteria. The Town may reject any Bidder if, in the sole judgment of the Town, the Bidder's past performance gives rise to a substantial risk that the Bidder may not provide satisfactory performance. The Town reserves the right to pursue or reject any and all proposals, in whole or in part, to give preference to local businesses, and to pursue any proposal deemed to be in the best interests of the Town. The Town is not under any obligation to award to the lowest priced response. The Town shall reserve rights to amend or to terminate the RFP at its sole discretion, and at any time.

If interviews are deemed necessary, a short list of Bidders will be developed and specific information required for the interviews will be provided to Bidders at the time of notification. Generally, interviews are 30-45 minutes long; initial presentations are typically limited to 15 minutes and final 15-30 minutes are reserved for questions and subsequent discussion. The key person to be assigned to this project must be present at this interview.

The Town shall not award the proposal to any business that, or person who, is in arrears or in default to the Town with regard to any tax, debt, contract, security or any other obligation.

The Town will issue a Preliminary Notice of Award. The preliminary notice of award may be subject to further negotiations with the Bidder. **The making of a preliminary award to a Bidder does not provide the Bidder with any rights and does not impose upon the Town any obligations. The Town is free to withdraw a preliminary award at any time and for any reason. A Bidder has rights, and the Town has obligations, only if and when a Contract is executed by the Town and the Bidder.**

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If the Bidder does not provide all required documents and execute the Contract within ten (10) business days of the date of the Preliminary Notice of Award, unless extended by the Town, the Town may call any proposal security provided by the Bidder and may enter into discussions with another Bidder.

The Interviews, Preliminary Notice of Award and Contract Execution dates as provided in Section 3, Key Dates , are anticipated, not certain, dates.

20. BIDDER REPRESENTATIONS

In presenting a proposal pursuant to this RFP, the Bidder represents that: it understands the requirements of this RFP and the Work for which the proposal is submitted; the proposal is based upon the services, materials, equipment and systems required by this RFP without exception or qualification, except as expressly stated in the proposal; it is familiar with local conditions under which the services are to be performed and has correlated the Bidder's personal observations with the requirements of this RFP; it has not colluded with any other person in regard to any proposal submitted; it is not barred from proposing or performing work in any jurisdiction; and, the proposal is made in full conformance with this RFP.

21. COMPLIANCE WITH IMMIGRATION LAWS

By submitting a proposal, each Bidder confirms that it has complied, and during the term of the Contract will comply, with the Immigration Reform and Control Act ("IRCA") and that each person it provides under the Contract will at all times be authorized for employment in the United States of America. Each Bidder confirms that it has a properly completed Employment Eligibility Verification, Form I-9, for each person who will be assigned under the Contract and that it will require each subcontractor, if any, to confirm that it has a properly completed Form I-9 for each person who will be assigned under the Contract. The successful Bidder shall defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), against any and all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including fines, penalties, punitive damages, attorney's fees and costs, brought or assessed against, or incurred by, the Town Indemnified Parties related to or arising from the obligations under IRCA imposed upon the successful Bidder or its subcontractor. The successful Bidder shall also be required to pay any and all attorney's fees and costs incurred by the Town Indemnified Parties in enforcing any of the successful Bidder's obligations under this provision, whether or not a lawsuit or other proceeding is commenced. The successful Bidder's obligations under this section

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shall survive the termination or expiration of the Contract.

22. NON-COLLUSION AFFIDAVIT

Each Bidder shall submit a completed Bidder's Non-Collusion Affidavit Form that is part of this RFP.

REQUIRED CONTRACT TERMS

The following provisions will be mandatory terms of the Town's Contract with the successful Bidder. If a Bidder is unwilling or unable to meet, or seeks to clarify or modify, any of these Contract Terms, the Bidder must disclose that inability, unwillingness, clarification and/or modification in its Proposal Form (see Section 11 of the Standard Instructions to Bidders):

1. DEFENSE, HOLD HARMLESS AND INDEMNIFICATION

The successful Bidder agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Town, its employees, officers, officials, agents, volunteers and independent contractors, including any of the foregoing sued as individuals (collectively, the "Town Indemnified Parties"), from and against all proceedings, suits, actions, claims, damages, injuries, awards, judgments, losses or expenses, including attorney's fees, arising out of or relating, directly or indirectly, to the successful Bidder's malfeasance, misconduct, negligence or failure to meet its obligations under the RFP or the Contract. The successful Bidder's obligations under this section shall not be limited in any way by any limitation on the amount or type of the successful Bidder's insurance.

In any and all claims against the Town Indemnified Parties made or brought by any employee of the successful Bidder, or anyone directly or indirectly employed or contracted with by the successful Bidder, or anyone for whose acts or omissions the successful Bidder is or may be liable, the successful Bidder's obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by the successful Bidder under worker's compensation acts, disability benefit acts, or other employee benefits acts.

The successful Bidder shall also be required to pay any and all attorney's fees incurred by the Town Indemnified Parties in enforcing any of the successful Bidder's obligations under this section. The successful Bidder's obligations under this section shall survive the termination or expiration of the Contract.

As a municipal agency of the State of Connecticut, the Town will NOT defend, indemnify, or hold harmless the successful Bidder.

2. NO ASSIGNMENT; SUBCONTRACTING

The successful Bidder may not subcontract, transfer or assign any of its obligations under the Contract except as follows:

Prior to entering into any subcontract agreement(s) for the work described in the Contract, the successful Bidder shall provide the Town with written notice of the identity (full legal name, street address, mailing address (if different from street

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address), and telephone number) of each proposed subcontractor. The Town shall have the right to object to any proposed subcontractor by providing the successful Bidder with written notice thereof within seven (7) business days of receipt of all required information about the proposed subcontractor. If the Town objects to a proposed subcontractor, the successful Bidder shall not use that subcontractor for any portion of the work described in the Contract.

All permitted subcontracting shall be subject to the same terms and conditions as are applicable to the successful Bidder. **The successful Bidder shall remain fully and solely liable and responsible to the Town for performance of the work described in the Contract.** The successful Bidder also agrees to promptly pay each of its subcontractors within thirty (30) days of receipt of payment from the Town or otherwise in accordance with law. The successful Bidder shall assure compliance with all requirements of the Contract. The successful Bidder shall also be fully and solely responsible to the Town for the acts and omissions of its subcontractors and of persons employed, whether directly or indirectly, by its subcontractor(s).

3. W-9 FORM

The successful Bidder must provide the Town with a completed W-9 form before Contract execution.

4. GENERAL PROVISIONS CONCERNING PAYMENTS

Except as otherwise noted in the Specifications or Contract, all payments are to be made thirty (30) days after the appropriate Town employee receives and approves the invoice, unless otherwise specified in the Specifications.

5. TOWN INSPECTION OF WORK

The Town may inspect the successful Bidder's work at all reasonable times. This right of inspection is solely for the Town's benefit and does not transfer to the Town the responsibility for discovering patent or latent defects. The successful Bidder has the sole and exclusive responsibility for performing in accordance with the Contract.

6. REJECTED WORK OR MATERIALS

The successful Bidder, at its sole cost and expense, shall remove from the Town's property rejected items, commodities and/or work within forty-eight (48) hours of the Town's notice of rejection. Immediate removal may be required when safety or health issues are present.

7. MAINTENANCE AND AVAILABILITY OF RECORDS

The successful Bidder shall maintain all records related to the work described in the RFP for a period of five (5) years after final payment under the Contract or until all

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pending Town, state and federal audits are completed, whichever is later. Such records shall be available for examination and audit by Town, state and federal representatives during that time.

8. ADVERTISING

The successful Bidder shall not name the Town in its advertising, news releases, or promotional efforts without the Town's prior written approval.

If it chooses, the successful Bidder may list the Town in a Statement of References or similar document required as part of its response to a public procurement. The Town's permission to the successful Bidder to do so is not a statement about the quality of the successful Bidder's work or the Town's endorsement of the successful Bidder.

9. PREVAILING WAGES

["This item is not applicable to this RFP"]

10. PREFERENCES

["This item is not applicable to this RFP"]

11. WORKERS COMPENSATION

As Required by the State of CT.

12. SAFETY

All work procedures must comply with current OSHA standards applicable to the bids required services.

13. NONDISCRIMINATION AND AFFIRMATIVE ACTION

In the performance of the Contract, the successful Bidder will not discriminate or permit discrimination in any manner prohibited by the laws of the United States or of the State of Connecticut against any person or group of persons on the grounds of race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, gender identity, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful Bidder shows that such disability prevents performance of the work involved.

In the performance of the Contract, the successful Bidder will take affirmative action to insure that applicants with job-related qualifications are employed and that

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employees are treated when employed without regard to their race, color, religious creed, age (except minimum age), marital status or civil union status, national origin, ancestry, sex, sexual orientation, gender identity, mental retardation, mental disability or physical disability, including but not limited to blindness, unless the successful Bidder shows that such disability prevents performance of the work involved.

The successful Bidder shall comply with all provisions of federal and state discrimination laws including without limitation, the Civil Rights Act of 1964 and the Equal Employment Opportunity Act of 1972.

Any violation of these provisions shall be considered a material violation of the Contract and shall be grounds for the Town's cancellation, termination or suspension, in whole or in part, of the Contract and may result in ineligibility for further Town contracts.

14. STATE GRANT/LOAN AGREEMENT

[“This item is not applicable to this RFP”]

15. SUCCESSFUL BIDDER PERSONNEL MUST BE AUTHORIZED TO WORK

The Successful Bidder confirms that it has complied with the obligations under the Immigration Reform and Control Act (IRCA) and that the employees, independent contractors and other personnel it provides under this Contract are authorized for employment in the United States. The successful Bidder further confirms that it has properly completed I-9s for all employees assigned to the Town's place of business. The successful Bidder agrees to hold harmless and indemnify the Town in the event that any of the employees or other personnel provided by the successful Bidder are found not to be authorized to work under the law or in the event that there is a determination that the obligations set forth under IRCA, including, but not limited to, the failure to correctly prepare and maintain I-9s, have not been complied with by the successful Bidder. The successful Bidder agrees to indemnify, defend and hold the Town harmless against any claims brought against the successful Bidder or the Town as a result of these obligations, including but not limited to, settlement fees, judgments and attorney's fees and costs.

16. CESSATION OF BUSINESS/BANKRUPTCY/RECEIVERSHIP

If the successful Bidder ceases to exist, dissolves as a business entity, ceases to operate, files a petition or proceeding under any bankruptcy or insolvency laws or has such a petition or proceeding filed against it, the Town has the right to terminate the Contract effective immediately. In that event, the Town reserves the right, in its sole discretion as it deems appropriate and without prior notice to the successful Bidder, to make arrangements with another person or business entity to provide the services described in the Contract and to exercise any or all of its rights at Law, in equity, and/or

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under the Contract.

17. NON-EMPLOYMENT RELATIONSHIP

The Town and the successful Bidder are independent parties. Nothing contained in the Contract shall create, or be construed or deemed as creating, the relationships of principal and agent, partnership, joint venture, employer and employee, and/or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms and conditions of the Contract. The successful Bidder understands and agrees that it is not entitled to employee benefits, including but not limited to workers compensation and employment insurance coverage, and disability. The successful Bidder shall be solely responsible for any applicable taxes.

18. VALIDITY

The invalidity of one or more of the phrases, sentences or clauses contained in the Contract shall not affect the remaining portions so long as the material purposes of the Contract can be determined and effectuated.

19. COMPLIANCE WITH LAWS; PERMITS

The successful Bidder shall comply with all applicable laws, regulations, ordinances, codes and orders of all governmental bodies, including the United States, the State of Connecticut and the Town, related to its proposal and the performance of the Contract. The successful Bidder shall also, at its own expense, obtain all permits and approvals from all such governmental bodies required for performance of the Contract, and shall immediately notify the Town in writing of the loss or suspension of any such approval or permit.

20. CONNECTICUT LAW AND COURTS

The Contract shall be governed by and construed in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Connecticut, and the parties irrevocably submitting any suit, action or proceeding arising out of the Contract to the jurisdiction of the United States District Court for the District of Connecticut or of any court of the State of Connecticut, as applicable.

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SPECIFICATIONS

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INTRODUCTION

The Town of Monroe is planning to contract for snow plowing /deicing and snow removal services on Town (including paved and unpaved) roads and parking lots for the 2023/2024 Winter Maintenance Season.

GENERAL SCOPE OF WORK

SPECIFICATIONS

The maintenance services requested will be required on an on-call basis. On-call services will be utilized for the plowing/deicing and snow removal services of any Town-owned/maintained roadways including paved and dirt roads, intersections, cul-de-sacs and parking lots. Trucks and Equipment to be used shall include the cost of the operator, fuel and maintenance in the quoted rate. The Town will supply salt and/or sand from the Town Garage storage area. The Town desires services for the following:

1. 3/4-Ton pick-up truck with 4-wheel drive and 4-way, 8' plow
2. 1-Ton pick-up (mason dump size) with 9' plow
3. 5-7 cy dump truck with 11' plow.
4. Loader with bucket (2 cy Minimum)
5. Additional Equipment

All trucks/equipment shall have properly licensed drivers and vehicles shall be in good working condition. All applicable state/federal/local transportation laws are the responsibility of the Owner/Operator. All CDL drivers will be subject to random drug and alcohol screening. Included in this bid package are the Bid Form, Standard Terms and Conditions, Signature Affidavit, and Legal Notice. A Certificate of Insurance with the appropriate limits as set forth in the Insurance Requirements section shall be submitted and approved by the Director of Public Works prior to providing any services to the Town of Monroe.

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INSURANCE REQUIREMENTS

- a. Commercial General Liability: \$1,000,000
 Combined single limits per occurrence for bodily injury, personal injury, property damage and products/completed operations.
1. The Town and its respective officers, agents, officials, employee volunteers, boards and commissions are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.
 2. The contractor's insurance coverage shall be primary insurance as respects the Town of Monroe. Any insurance or self-insurance maintained by the Town shall be excess of the contractor's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverages provided to the Town of Monroe.
 4. Coverage shall state that the contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Automobile Liability:
- | | |
|--------------------------------|-------------|
| Each Accident: | \$1,000,000 |
| Hired/Non-owned Auto Liability | \$1,000,000 |
- c. Errors and Omissions/Professional Liability Insurance [\$1,000,000
or N/A]
- If issued on a claims-made basis, the policy must remain in effect for the duration of the contract and two (2) years after project completion. An extension of three (3) additional years may be required at the discretion of the Town Manager or his/her designee.
 - For all professional contracts - liability policies may not be limited to the fees paid to the vendor.
- d. Worker's Compensation, as required by law.
- e. The "Town of Monroe" is to appear as an additional insured on the contractor's general liability and automobile liability Certificates of Insurance.
- f. All insurance is to be provided by a company authorized to issue such insurance in the State of Connecticut with a Best rating of no less than A.
- g. The contractor shall furnish the Town with certificates of insurance effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Town before work commences. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies,

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at any time.

- h. It is desired by the Town that no insurance be suspended, voided, canceled or modified in coverage or limits without thirty (30) days prior written notice be registered U.S. Mail to: Town of Monroe, Office of the First Selectman, 7 Fan Hill Road, Monroe, CT 06468. Endorsements to the contractor's policies may be used to comply with this requirement.

PROPOSAL FORM

BIDDER: _____

The undersigned, having familiarized themselves with the existing conditions at the project area and the specification for required services, hereby proposes to furnish the requested required services for the following cost: Payment

Payment will be based on the actual hours worked and verified by the General Foreman. All vendors shall submit a vendor supplied daily work sheet with the truck size and hours to the General Foreman for approval signature. All invoice payments will be made according to the approved hours on the daily work sheets.

Clarification

Response time shall be two (2) hours from the initial call. **The Town may renew by mutual agreement in writing by the Town the term of this contract awarded for one (1) year optional, or an addition of two (2) years.** Sanding hours will be compensated based on the actual number of hours sanding. All other actual hours worked will be compensated under the appropriate plowing item. For example, if a contractor is called in to work for 10 hours and 2 hours of that time is utilized sanding roads, the contractor will be compensated 8 hours for plowing and 2 hours for sanding. The only exception to this is if a contractor is called in to perform only sanding in which case all hours will be compensated for sanding.

PLOWING SERVICES

Item #1: Plowing with $\frac{3}{4}$ -Ton truck \$ _____/per hour

Item #2: Plowing with 1-Ton truck \$ _____/per hour

Item #3: Plowing with 5-7cy truck \$ _____/per hour

DEICING SERVICES

Item #1A: Sanding with $\frac{3}{4}$ -Ton truck \$ _____/per hour

Item #2A: Sanding with 1-Ton truck \$ _____/per hour

Item #3A: Sanding with 5-7 cy truck \$ _____/per hour

LOADER WITH BUCKET (2 CY Minimum)

Item #4: Make/Model _____ Bucket Capacity (cy) _____

\$ _____/per hour

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PLOWING & SANDING FOR 2023/2024 WINTER SEASON

ADDITIONAL EQUIPMENT (provide description, bucket size, etc. & rate below)

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

Item #5: _____ \$ _____ /per hour

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ACKNOWLEDGEMENT

In submitting this Proposal Form, the undersigned Bidder acknowledges that the price(s) include all labor, materials, transportation, hauling, overhead, fees and insurances, bonds or letters of credit, profit, security, permits and licenses, and all other costs to cover the completed products and/or services called for in the RFP. Except as otherwise expressly stated in the RFP, no additional payment of any kind will be made for the products and/or services called for in the RFP.

REQUIRED DISCLOSURES

1. **Exceptions to/Clarifications of/Modifications of the RFP**

_____ This proposal does not take exception to or seek to clarify or modify any requirement of the RFP, including but not only any of the Required Contract Terms as set forth in this RFP. **The Bidder agrees to each and every requirement, term, provision and condition of this RFP.**

OR

_____ This proposal takes exception(s) to and/or seeks to clarify or modify certain of the RFP requirements, including the Required Contract Terms. **Attached is a sheet fully describing each such exception.**

2. **State Debarment List**

Is the Bidder on the State of Connecticut's Debarment List?

_____ Yes

_____ No

3. **Occupational Safety and Health Law Violations**

Has the Bidder or any firm, corporation, partnership or association in which it has an interest (1) been cited for three (3) or more willful or serious violations of any occupational safety and health act or of any standard, order or regulation promulgated pursuant to such act, during the three-year period preceding the proposal (provided such violations were cited in accordance with the provisions of any state occupational safety and health act or the Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency or court having jurisdiction) or (2) received one or more criminal convictions related to the injury or

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death of any employee in the three-year period preceding the proposal?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

4. Arbitration/Litigation

Has either the Bidder or any of its principals (regardless of place of employment) been involved for the most recent ten (10) years in any pending or resolved arbitration or litigation?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

5. Criminal Proceedings

Has the Bidder or any of its principals (regardless of place of employment) ever been the subject of any criminal proceedings?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

6. Ethics and Offenses in Public Projects or Contracts

Has either the Bidder or any of its principals (regardless of place of employment) ever been found to have violated any state or local ethics law, regulation, ordinance, code, policy or standard, or to have committed any other offense arising out of the submission of proposals or bids or the performance of work on public works projects or contracts?

_____ Yes _____ No

If “yes,” attach a sheet fully describing each such relationship.

7. No Conflict of Interest

Is the Bidder aware of any personal or business relationship between a Town officer or employee and an officer, director, member, manager or partner of the Bidder that could be regarded as creating a conflict of interest?

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_____ Yes _____ No

If “yes,” attach a sheet fully describing each such matter.

8. The undersigned is an authorized representative of the Bidder, and hereby acknowledges that the proposal and accompanying documents shall be valid and binding upon the Bidder for a period of not less than one hundred fifty (150) days from the Response Deadline.

_____ Yes _____ No

NOTE: THIS DOCUMENT, IN ORDER TO BE CONSIDERED A VALID PROPOSAL, MUST BE SIGNED BY A PRINCIPAL OFFICER OR OWNER OF THE BUSINESS ENTITY THAT IS SUBMITTING THE PROPOSAL. SUCH SIGNATURE CONSTITUTES THE BIDDER’S REPRESENTATIONS THAT IT HAS READ, UNDERSTOOD AND FULLY ACCEPTED EACH AND EVERY PROVISION OF EACH DOCUMENT COMPROMISING THE RFP, UNLESS AN EXCEPTION IS DESCRIBED ABOVE.

BY _____
(PRINT NAME)

TITLE: _____

(SIGNATURE)

DATE: _____

BIDDER'S LEGAL STATUS DISCLOSURE

Please fully complete the applicable section below, attaching a separate sheet if you need additional space.

For purposes of this disclosure, "permanent place of business" means an office continuously maintained, occupied and used by the Bidder's regular employees regularly in attendance to carry on the Bidder's business in the Bidder's own name. An office maintained, occupied and used by a Bidder only for the duration of a contract will not be considered a permanent place of business. An office maintained, occupied and used by a person affiliated with a Bidder will not be considered a permanent place of business of the Bidder.

IF A SOLELY OWNED BUSINESS:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business under sole proprietor or trade name _____

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

IF A CORPORATION:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Officers

President

Secretary

Chief Financial Officer

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Does the Bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

IF A LIMITED LIABILITY COMPANY:

Bidder’s Full _____

Legal Name _____

Street Address

Mailing Address (if different from Street Address) _____

Owner’s Full Legal Name _____

Number of years engaged in business _____

Names of Current Manager(s) and Member(s)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

(Attach additional sheets as necessary)

Does the Bidder have a “permanent place of business” in Connecticut, as defined above?

_____ Yes _____ No

If yes, please state the full street address (not a post office box) of that “permanent place of business.”

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IF A PARTNERSHIP:

Bidder's Full Legal Name _____

Street Address _____

Mailing Address (if different from Street Address) _____

Owner's Full Legal Name _____

Number of years engaged in business _____

Names of Current Partners

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address (street only)

Name & Title (if any)

Residential Address

(street only) (Attach additional sheets as necessary)

Does the Bidder have a "permanent place of business" in Connecticut, as defined above?

_____ Yes

_____ No

If yes, please state the full street address (not a post office box) of that "permanent place of business."

Bidder's Full Legal Name

(print) Name and Title of Bidder's Authorized Representative

(signature) Bidder's Representative, Duly Authorized

Date

BIDDER'S NON-COLLUSION AFFIDAVIT

The undersigned Bidder, having fully informed himself/herself/itself regarding the accuracy of the statements made herein, certifies that:

- (1) the proposal is genuine; it is not a collusive or sham proposal;
- (2) the Bidder developed the proposal independently and submitted it without collusion with, and without any agreement, understanding, communication or planned common course of action with, any other person or entity designed to limit independent competition;
- (3) the Bidder, its employees and agents have not communicated the contents of the proposal to any person not an employee or agent of the Bidder and will not communicate the proposal to any such person prior to the official opening of the proposal; and
- (4) no elected or appointed official or other officer or employee of the Town of Monroe is directly or indirectly interested in the Bidder's proposal, or in the supplies, materials, equipment, work or labor to which it relates, or in any of the profits thereof.

The undersigned Bidder further certifies that this affidavit is executed for the purpose of inducing the Town of Monroe to consider its proposal and make an award in accordance there with.

Legal Name of Bidder

(signature)
Bidder's Representative, Duly Authorized

Name of Bidder's Authorized Representative

Title of Bidder's Authorized Representative

Date

Subscribed and sworn to before me this _____ day of _____, 202__.

Notary Public
My Commission Expires:

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BIDDER'S STATEMENT OF REFERENCES

Provide at least three (3) references:

1. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

2. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

3. BUSINESS NAME _____
ADDRESS _____
CITY, STATE _____
TELEPHONE: _____
INDIVIDUAL CONTACT NAME AND POSITION _____

**TOWN OF MONROE, CONNECTICUT
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This _____ Contract (the "Contract") is entered into the _____ day of _____, 20__ ("Effective Date") by and between the Town of Monroe, a political subdivision of the State of Connecticut, (the "Town") and _____, a _____, whose principal office is located at _____, _____ (the "Contractor").

WHEREAS, the Town has issued a Request for Proposals (the "RFP") for _____ (the "Work"); and

WHEREAS, Contractor submitted a Proposal to the Town, dated _____, 20__ (the "Proposal"); and

WHEREAS, the Town has selected Contractor and the Town and the Contractor desire to enter into a formal agreement for the performance of the Work;

THEREFORE, in consideration of the recitals set forth above and the mutual promises by the parties below, the parties agree as follows:

1. General. The Contractor agrees to perform the Work in accordance with the Contract Documents as defined in Section 2 below.
2. Contract Documents. The Contract Documents include the following:
 - (i) The Contract;
 - (ii) The RFP, including the Standard Instructions to Bidders, Required Contract Terms, and Specifications;
 - (iii) Addenda issued prior to the execution of this Contract or modifications issued after the execution of this Contract; and
 - (iv) The Proposal submitted by the Contractor.

In the event of a conflict or inconsistency between or among the Contract, the RFP and/or the Proposal, this Contract shall have the highest priority, the RFP the second priority, and the Proposal the third priority.

3. Incorporation of Required Contract Terms. Without limiting the foregoing, **this Contract incorporates by reference all of the Required Contract Terms set forth in the RFP**, which shall be deemed as fully a part of this Contract as if they were set forth in their entirety in this Contract.

4. Term of Contract; Commencement of Work. Unless earlier terminated as provided in Section 6 below, the term of the Contract shall commence on the Effective Date of the Contract and be in effect until __. However, the Contractor shall not start the Work prior to having received a notification to proceed from the Town.

5. Contract Payments. The Town will pay the Contractor for work completed in

**TOWN OF MONROE, CONNECTICUT
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accordance with Section 4 of the Required Contract Terms of the RFP and the Price Proposal contained in the Proposal Form of the RFP.

6. Failure to Perform by Contractor. If the Contractor fails to perform this Contract in accordance with its terms, the Town shall have the right, in addition to all other remedies it may have, to declare the Contract in default and enter into an agreement with another person to perform the Work. In that event, the Contractor shall pay the Town, as liquidated damages, the amount of any excess of the new price over the price in the Contract Documents, both pro-rated to the period of time covered by the unexpired term of the Contract at the time of default, plus any legal or other costs incurred by the Town in terminating the Contract and securing a new contractor.

7. Change Orders, Price Modifications, and Other Amendments. The Town shall have the right to require the Contractor to make alterations of, additions to and deductions from the Work. All such changes to the Scope of Work shall be made by a written change order written by the Town. The Contractor shall compute the effect of the change order upon the Contract price, subject to review and acceptance by the Town.

8. Notice. All notices, demands, or other documents required or desired to be given, made or sent to either party under this Contract shall be made in writing, shall be deemed effective upon receipt and shall be delivered personally, mailed postage prepaid, certified mail, return receipt requested, as set forth below, which addresses may be changed by written notice given to the other party in the manner provided above.

TO THE TOWN:

Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

WITH COPY TO:

Chris Nowacki
Director of Public Works
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

TO CONTRACTOR:

[CONTRACTOR]
[ADDRESS]

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9. Entire Contract. The Contract Documents represent the entire and integrated agreement between the Town and the Contractor and supersede all prior negotiations, representations or agreements, whether written or oral.

10. Amendments. The Contract may not be altered or amended except by a written agreement executed by both parties.

11. Execution. The Contract may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. The Contract shall become binding when one or more counterparts have been signed by each of the parties hereto and delivered (including delivery by facsimile or other electronic means) to each of the parties.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

THE TOWN OF MONROE

[Witness]

By _____
Kenneth M. Kellogg
First Selectman

[COMPANY NAME]

[Witness]

By _____
Its _____



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov

Date: October 23, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman

cc: Joe Kobza, Superintendent of Schools
Dave Ferris, BOE Chair

Subject: Collective Bargaining Agreement Between Board of Education and Monroe Association of School Administrators

I received notice from the Town Clerk that the subject agreement, which is attached for your reference, was filed in her office on October 17, 2023. Pursuant to C.G.S. §10-153d(b), the Town Clerk has posted public notice of such filing, and, "the terms of such contract shall be binding on the legislative body of the local...school district, unless such body rejects such contract at a regular or special meeting called and convened for such purpose within thirty days of the filing of the contract."

Please contact my office should you require anything further in this regard.

RECEIVED

2023 OCT 17 P 2 05
Tina Stone
MONROE TOWN CLERK

Articles of Agreement
Between
Monroe Board of Education
MONROE PUBLIC SCHOOLS
--MONROE, CONNECTICUT--



And
Monroe Association of
School Administrators
(M.A.S.A.)
July 1, 2024 – June 30, 2027

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This agreement is made and entered into this 16th Day of October, 2023, by and between the Monroe Board of Education (hereinafter referred to as the “Board”) and the Monroe Association of School Administrators (hereinafter referred to as the “Association”), pursuant to negotiations of the parties, The Board and the Association have mutually agreed to the following:

I. Work Year and Vacation Procedures

The work year for all members of the bargaining unit shall be the full calendar year, except Instructional Leaders, exclusive of district holidays, as described below, plus (5) weeks’ vacation for all members. The work year for Instructional Leaders shall be 197 days. Instructional Leaders shall not be entitled to any vacation as described in this Article.

District holidays are all holidays outlined on the school calendar for a given year. They include all legal holidays observed by the district in addition to those days when the school offices are closed, including day after Thanksgiving, day after Christmas, Christmas Eve Day (only if schools are closed as holidays) and 2 floating Holidays.

The Monroe Board of Education has established the following vacation procedures for administrative personnel:

- A. Administrators employed in the public-school system of Monroe shall be entitled to five (5) weeks of vacation each year as a school administrator in the Town of Monroe.
- B. Vacation time for administrators must receive prior approval of the Superintendent of Schools.
- C. No Administrator shall be compensated for work during his/her vacation unless such work is authorized in advance by the Superintendent or his designee.

II. Written Salary Agreement

A written salary agreement will be provided each administrator by June 1st of each year.

III. Duration of Agreement

The provisions of the Agreement shall be effective from July 1, 2024 to June 30, 2027.

IV. Accident Benefits and Physical Examination

A. Personal Injury Absence

- 1. Whenever an administrator is absent from school as a result of personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid the difference between his/her salary and the amount received under Workers Compensation for the period of such absence, but in no event shall the period exceed six (6) months. No part of such absence shall be charged to his/her annual accumulated sick leave.

In the event an administrator is absent beyond the six (6) months, he/she will continue on Workers Compensation and have one-third (1/3) of a sick day deducted from his/her accumulated sick days resulting in 100% of the administrators pay.

2. In addition administrators are also entitled to the protection set forth in Connecticut General Statute, Section 10-236a.

V. Sick Leave

A. Notice of Sick Leave/Sick Leave Accrual

The Board shall notify each administrator prior to October annually of the number of sick leave days accumulated to the benefit of the administrator as of July 1 of that year. Each administrator is entitled to eighteen (18) sick leave Days per year. Unused sick leave days may be accumulated from year to year to a maximum of two hundred fifty (250) days.

B. Physician's Certificate of Physical Examination After Absence

The Head Building Administrator and/or the Superintendent may request the administrator to present a doctor's certificate before returning to work after five (5) days absence, in which event the administrator will be obligated to present such certificate. Similarly, the Superintendent may require that a physician selected by the Superintendent at the expense of the Board give the administrator a physical examination before returning to work. The Superintendent's selection of a physician is subject to the approval of the bargaining unit. This Approval will not be unreasonably withheld or delayed.

C. Individual Hardship

The Board recognizes that there are times when a serious or prolonged illness, or an accident which incapacitates for an extended period of time, will cause an administrator to exhaust all accumulated sick leave. Individual hardship may ensue. In such instances, when requested, the Superintendent of Schools, together with representatives of the Association, will review the circumstances of the case, and the Superintendent will submit a recommendation to the Board for its consideration and action. Action on any such recommendation will be at the sole discretion of the Board.

VI. Leaves of Absence

A. Personal Leave

Leaves of absence with pay, and not chargeable against the administrator's sick leave allowance, shall be granted, subject to the written approval of the Superintendent of Schools for the following reasons.

1. A maximum of five (5) days (non-cumulative) per administrator shall be granted per year, for critical illness, subject to the discretion of the Superintendent. A maximum of five (5) days (non-cumulative) per immediate family member shall be granted per year for death. An "immediate family member" is a parent, brother or sister, husband or wife, son or daughter and mother-in-law or father-in-law. Grandmother or grandfather may be included as an immediate family member at the discretion of the Superintendent.
2. Three (3) non-cumulative days annually for the conduct of personal affairs, which cannot normally be handled outside of school hours, may be granted to each administrator. Such days may not be used either immediately before or after school holidays or school vacations unless approved in writing by the Superintendent.
3. The observance of generally accepted religious holidays for a maximum of three (3) days in any year.

B. Personal Leave Without Pay

1. Leaves of absence without pay may be granted upon the approval of the Board for the following reasons:
 - a. For the purposes of further study:
 - b. For health reasons beyond accumulated sick leave upon advice of a physician; or
 - c. For other reasons, including child rearing, if good cause acceptable to the Board is shown
2. Applications for such leaves of absence must be made in writing and notice of granting the leave must be in writing by the Board.
3. It is expected that, as far as possible, leaves will be so arranged as to begin or end at the close of one of the quarterly marking periods.

C. Sabbatical Leave

1. Members of the professional staff who have served seven (7) consecutive years in the Monroe School System may with the approval of the Board, be granted a leave of absence for study or travel upon the following conditions:
 - a. Applicants must file with the Superintendent of Schools a statement of the definite purpose for which such leave of absence is desired. In cases of sabbatical leave for study, this statement must include the institution at which the individual is to study and the courses to be pursued. In case of sabbatical leave for travel, the plan for the travel must be submitted in writing, stating the specific objectives which are to be sought through such travel, all of which must be acceptable to the Board before such leave is granted.
 - b. Applicants must file with the Board a written agreement to remain in the service of the Board for two (2) years after the expiration of such leave, or in the case of resignation, within two (2) years, to refund to the Town such proportion of the salary paid during the leave of absence as the unexpired portion of two (2) years shall bear to said period.
 - c. Such leave shall not be granted for less than one (1) year. Administrators taking leave shall not be eligible for a subsequent leave until seven (7) years have expired after return.
 - d. An administrator on sabbatical leave will receive one-half (1/2) of his/her salary for the length of the leave. The total monies received shall not exceed the amount of his/her salary had he/she been employed actively in the Monroe School System.
 - e. Regular annual salary increases shall be given for time of leave, the same as to regular services in the school.
 - f. Applications for leave shall be submitted to the Superintendent between November 1 and December 1 of the school year preceding the leave request.
 - g. Applications for such leave of absence for each school year shall be acted on by the Board at its first regular meeting in January of the school year preceding the leave requested.
 - h. Applicants shall be notified of the Board's decision by May 15.
 - i. In the case of a sabbatical for a fellowship, the above rule and regulations will be in effect except for the dates listed above. Applications for a sabbatical for a fellowship shall be submitted by April 1, and the Board shall act on said application by May 1. The applicant shall be notified of the Board's decision by May 15.

2. The Superintendent will develop criteria to be considered in screening candidates for sabbatical leave. Said criteria will be made available to any administrator who desires to apply for sabbatical leave.

D. Return After Leave of Absence

1. Administrators who have been granted leaves of absence shall notify the Superintendent of Schools in writing on or before the first day of February of their intention to resume work at the beginning of the ensuing year. Failure to notify as provided above shall amount to a resignation.
2. All administrators returning from leaves of absence under this article shall be restored to the same or a substantially similar position that they held at the time the leave was granted.

E. Deductions for Non-Allowable Absences

Deductions for non-allowable absences shall be made at the rate of 11261 of annual salary for each day deducted.

F. Jury Duty Leave (Lisa, adding to make contracts consistent)

Employees called (not volunteering) for jury duty will receive the necessary leave to fulfill their civic obligation and will be paid for the day.

The employee chosen to be on a jury shall receive a rate of pay equal to the difference between the jury fee and the daily salary. Per the State of CT Judicial Branch website 2022 "Full time employed jurors (those normally required to work at least 30 hours per week) are paid their regular wages by their employers for the first 5 days of jury service. Beginning on the 6th day of jury service, all jurors are paid \$50.00 per day by the state, regardless of their employment status." The employee must notify the Superintendent immediately upon receipt of notification.

VII. Health Insurance

Section 1. Insurance Coverage

The Board shall provide the opportunity for each Administrator and their eligible dependents to participate in the insurance coverages described below, as applicable. In all cases, the standard network plan equivalent shall be offered.

- a. Administrators shall participate in United Health Care Medical Insurance and CIGNA Dental Insurance. (Appendix A).

- b. Group term life insurance plus accidental death and dismemberment coverage up to one and one-half (1 1/2) the Administrator's annual salary. Coverage amount will be reduced in conformance with an ADEA reduction schedule.
- c. A long-term disability insurance program (including as covered item disability resulting from maternity-related complications) which provides two-thirds of a disabled Administrator's income under the terms of the policy beginning after the 90th day of disability, or the day after the disabled administrator has exhausted his/her sick leave, whichever occurs later, and continuing to the end of the disability or to age 65, whichever occurs sooner. A long-term disability insurance program is also provided for those Administrators beyond the age of 65. The Maximum benefit period will be on a sliding scale according to the terms of the disability insurance contract.
- d. Premium cost sharing for Health Insurance:

The employee premium cost sharing contribution shall be as follows:

- Effective July 1, 2024 – 21.5%
- Effective July 1, 2025 – 21.75%
- Effective July 1, 2026 – 22%

The Board shall make an IRC Section 1251129 Plan available to all employees in connection with the premium co-payment, costs of additional medical care and dependent care. All other levels of premium sharing remain the same.

- e. Vision: The Board shall provide a vision plan, the schedule of benefit for which is set forth in the United Health Care Plan and explained in greater detail in the summary plan description attached as Appendix A. The Board retains the right to maintain separate vision benefits and network providers, from those vision benefits and network offered through the medical plan.

Section 2. Selection of Insurance Carrier

The Board shall have the right to change and/or select insurance carriers other than those referred to herein or to self-insure in whole or in part so long as the benefits available remain unchanged and the quality and efficiency of service will not be diminished. A grievance based on an alleged violation of this Section 2 shall be introduced at the Board Level (Level Three).

Section 3. Board Contribution to Dental Plan

The Board shall provide the Dental Plan, the schedule of benefit for which is set forth in the Cigna plan administered by the United Health Care plan and explained in greater detail in the summary plan Description attached as Appendix A.

The Dental Plan shall have the same employee co-pay in each respective contract year as that described above for health insurance.

Section 4. State Mandates

Where a state mandate provides for benefits that are better than those described in this Agreement, such state mandate(s) shall control and supersede the applicable provision in this Agreement.

VIII. Payroll Deductions-Authorization

- A. Upon receipt of a voluntary written authorization duly authorizing the Board to deduct the following items from the employee's salary, the Board will honor such authorization:
 - 1. Membership Dues for Professional Organizations
 - 2. United Way Fund Contributions
 - 3. Tax Sheltered Annuities
 - 4. Credit Union
 - 5. Insurance Premiums

- B. Amounts deducted shall be forwarded to the appropriate office in accordance with the established procedure, but in no event later than the last day of the month in which the deduction was made.

IX. Retirement Benefits

- A. All Administrators who were part of the administrative bargaining unit on or before July 1, 2017:

- 1. Eligibility

At least twenty (20) years of credited service in the Connecticut Teacher Retirement System, fifteen (15) of which shall have been served in the Monroe Public School System: and the individual receives a retirement benefit under the State Teachers Retirement System within twelve (12) months of collecting the benefits set forth in this section.

- 2. Notification of Intent

Notification of intention to retire under this plan must be filed no later than October 15th of the school year in which the Administrator intends to retire, with an effective date no earlier than the following June 30th. Such advanced notice requirements may be waived by the Superintendent of Schools where an unanticipated medical condition exists that

makes it impossible to provide such notice. If an Administrator fails to provide notice within the time described, receipt of the benefits described shall be delayed by one (1) full budgetary year following the Administrator's retirement.

3. Group Term Life Insurance and Group Health Insurance

An administrator who retires under this section shall be eligible to continue participation in the group term life insurance plan, and receive the same life insurance benefit that was provided in the Administrator's last year of employment, with the premium to be paid by the Board of Education for a maximum period of ten (10) years, or to age 65, whichever occurs first.

In addition, an Administrator who retires under this Article shall be eligible to continue participation in the group health insurance plan for a maximum period of ten (10) years or to age 65, whichever occurs first, under the following conditions:

a. An administrator who retires with more than twenty (20) years of service to the District shall receive \$4,000/year toward single coverage and \$8,000/year toward two-person coverage.

b. An Administrator who retires with fifteen (15) to twenty (20) years of service to the District shall receive \$3,100/year toward single coverage and \$6,100/year toward two-person coverage.

4. Retirement Benefit

The retirement benefit under this section shall be \$10,000 per year payable for four (4) years.

5. Unused Sick Leave

At the time of retirement, the accumulated unused sick days in excess of one hundred (100) shall be paid at the retiree's per diem rate, based on the average salary of the three highest years. The total shall be not less than \$2,000. No credit will be given for any days in excess of 100. Payment shall be made in equal installments as follows:

<u>Age</u>	<u>Installments</u>
55-62	3
63	2
64+	1

6. Survivorship Payment

Payments shall be made to the designated beneficiary in the event of death. Such beneficiary will be noted on the application at the time of an individual files for the incentive plan.

- C. Administrators hired from within the district after July 1, 2017 shall retain any retirement benefits they were afforded in the teacher's bargaining unit contract.

X. Use of Privately Owned Vehicles

The use of privately owned motor vehicles for school business by administrators will be reimbursed at the current I.R.S. rate per mile.

XI. Annuity Program- Twelve (12) month Administrators hired prior to August 2, 2022.

Each twelve (12) month Administrator shall have his/her base salary increased by the Monroe Board of Education in the amount of Three Thousand Five Hundred Dollars (\$3,500) per school year from which total base salary the Administrator shall pay, through a reduction in his/her base salary (elective deferral), the amount of Three Thousand Five Hundred Dollars (\$3,500) to a tax sheltered annuity designated by the Administrator.

XII. Agency Fee

- 1. All current administrators eligible for membership in the Monroe Association of School Administrators (MASA) shall, as a condition of continued employment, join MASA or authorize Board, in writing, to deduct and pay to MASA a service fee equal to that proportion of MASA regular dues which is devoted to collective bargaining negotiations, contract administration and grievance processing. Any administrator subsequently hired after the effective date of this Agreement who is eligible for membership in MASA, shall, as a condition of continued employment, join MASA or authorize the Board in writing, to deduct and pay to MASA said service fee, such election to be made within thirty (30) days after his/her first day of employment by the Board. The MASA President/Treasurer shall notify the Board of the amount of the service fee described above on or before June 1 of each year. Any administrator who disagrees with the amount of service fee may appeal to the local/state administration union in accordance with the law.

2. The Association shall indemnify and save the Board and/or Town harmless against all claims, demands, suits, or other forms of liability or expense, including attorney's fees, which may arise by reason of any action taken in making deductions and remitting the same to the Association pursuant to this section.

XIII. Grievance Procedure

A. Definition – "Grievance"

A "grievance" shall be defined as a claim by either party, or by an administrator or a group of administrators, that a term of this Agreement or Board policy has been violated, misinterpreted or misapplied.

B. Time Limits

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If an administrator does not file a grievance in writing or does not start the informal procedure within twenty (20) days after he/she knew of the act or conditions on which the grievance is based, then the grievance shall be considered as waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be in acceptance of the decision rendered at that level.
4. "Days" shall mean days when school is in session, except during the summer vacation when "days" shall mean days when the Administrative offices are open.

D. Informal Procedure

1. If an administrator feels that he/she may have a grievance, he/she shall first discuss the grievance with the Superintendent or his/her designee in an effort to resolve the grievance informally.
2. If the administrator is not satisfied with the disposition of the grievance made pursuant to subparagraph (1) above, he/she shall have the right to have the Association School Representative assist him/her in further efforts to resolve the grievance informally with the Superintendent or his/her designee.

E. Formal Procedure

1. Level One – Superintendent

a. If an aggrieved administrator is not satisfied with the results of the informal procedure, he/she may, within fifteen (15) days after he/she has been informed of the disposition of the grievance in the informal procedure, present his/her grievance, in writing, to the Superintendent, setting forth the provision of this Agreement or the specific Board policy allegedly violated, misinterpreted or misapplied.

b. The Superintendent shall, within five (5) days after receipt of the written grievance, render his decision and the reasons therefor, in writing, to the aggrieved administrator with a copy to the Association.

2. Level Two – Board of Education

a. If the aggrieved administrator is not satisfied with the disposition of this grievance at Level One, he/she may, within three (3) days after receipt of the decision from the Superintendent and/or his/her designee, or within six (6) days after the meeting, file the grievance again with the Association for appeal to the Board of Education, together with reasons for his/her dissatisfaction of the grievance at Level One.

b. The Association shall, within three (3) days after receipt, refer the appeal, together with reasons thereof, to the Board of Education.

c. The Board of Education and/or its designees shall, within fifteen (15) days after receipt of the appeal, meet with the aggrieved administrator and representatives of the Association for the purpose of resolving the grievance.

d. The Board and/or its designee shall, within five (5) days after such meeting, render its decision and reasons therefor, in writing, to the aggrieved administrator with a copy to the Association.

3. Level Three – Impartial Arbitration

a. If the aggrieved administrator is not satisfied with the disposition of his/her grievance at Level Two, he/she may, within three (3) days after the decision, or within six (6) days after the Board meeting, file a request, in writing, with the President of the Association that his/her grievance be submitted to arbitration.

b. The Association shall within five (5) days after receipt of such request, if it determines that the grievance is meritorious and recommends such action, submit the grievance to arbitration by so notifying the Board of Education in writing.

c. The Chairman of the Board of Education and the President of the Association shall, within five (5) days after receipt of such written notice, jointly select an arbitrator, who is an experienced and impartial person of recognized competence. If the parties are unable to agree upon an arbitrator within five (5) days, such arbitrator shall be selected pursuant to the then subsisting rules of the American Arbitration Association.

d. The arbitrator, so selected, shall thereafter hold hearings and determine the grievance in accordance with the authority granted him/her in this Agreement, it being understood that the sole power of the arbitrator shall be to determine whether Board policy or the terms of this Agreement have been violated, misinterpreted or misapplied, and the arbitrator shall not have power or authority to make any decision which modified, alters or amends any policy or terms of this Agreement or which is violative of the terms of this Agreement.

e. The arbitrator shall render his/her decision in writing with copies to all parties, setting forth his award. The decision of the arbitrator shall be final and binding.

f. The costs of the services of the arbitrator shall be borne equally by the Board and the Association.

F. Rights of Administrators to Representation

1. No reprisals of any kind shall be taken by either party or by any member of the administration against any participant in the grievance procedure by reason of such participation.
2. Any party in interest may be represented at Levels One and Two of the formal grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or by an officer of any administrator organization other than the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.
3. The Association may, if it so desires, call upon professional services for consultation and assistance at any stage of the procedure, and the Board may also call upon anyone it chooses to assist if at any stage in these proceedings.

G. Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2. Forms for filing and processing grievances and other necessary documents shall be prepared by the Association and the board and made available through the Association, so as to facilitate operation of the grievance procedure.
3. If the grievance occurs as the result of an action by someone other than the administrator's immediate supervisor or affects a group or class of administrators in more than one school, the grievance may be introduced formally at Level One.
4. No administrator will be disciplined, reprimanded, suspended, or dismissed without just cause; provided, however, any action by the Board which would be subject to the Connecticut General Statute, Section 10-151 should not be subject to the provision of this Section F-4.

XIV. Stipends

A. The Board will grant a \$1,000 per year stipend to administrators who, prior to September 1 annually, possess a doctoral degree in education, administration or in educational subject areas. No such stipend shall be granted for a seventh year certificate.

B. The principal of any elementary school with five hundred (500) or more students on October 1, and without any administrative level of support, shall be paid a yearly stipend of one thousand five hundred dollars (\$1,500), which shall not be built into the base salary. If the Board provides the principal with the support of another member of the Administrators' bargaining unit, the stipend shall not be paid.

XV. Professional Development

Each administrator will be reimbursed up to \$1,200.00 per year, with the approval of the Superintendent for expenses related to opportunities to enhance and support their professional growth.

XVI. Administrators' Salary Schedule

A. July 1, 2024 to June 30, 2025 Wages increased by 3.0%.

Years of Experience	1st Year	2nd Year	3rd Year	4th Year	5th Year
High School Principal	\$184,680	\$187,412	\$189,809	\$193,660	\$196,223
Middle School Principal	\$175,703	\$178,267	\$180,832	\$184,680	\$187,245
Director of Instruction and Professional Development	\$175,703	\$178,267	\$180,832	\$184,680	\$187,245
Director of Student Support Services	\$175,703	\$178,267	\$180,832	\$184,680	\$187,245
Elementary Principal	\$165,441	\$168,008	\$170,574	\$174,420	\$176,984
High School Assistant Principal	\$159,031	\$161,596	\$164,158	\$168,008	\$170,574
Middle School Assistant Principal	\$159,031	\$161,596	\$164,158	\$168,008	\$170,574
Assistant Director of Student Support Services	\$159,031	\$161,596	\$164,158	\$168,008	\$170,574
Instructional Leader	\$134,876	\$137,377	\$139,873	\$143,623	\$146,119
Athletic Director & PE/Health Instructional Leader	\$134,876	\$137,377	\$139,873	\$143,623	\$146,119

B. July 1, 2025 to June 30, 2026 Wages increased by 2.75%.

Years of Experience	1st Year	2nd Year	3rd Year	4th Year	5th Year
High School Principal	\$189,759	\$192,565	\$195,029	\$198,985	\$201,619
Middle School Principal	\$180,534	\$183,170	\$185,805	\$189,759	\$192,394
Director of Instruction and Professional Development	\$180,534	\$183,170	\$185,805	\$189,759	\$192,394
Director of Student Support Services	\$180,534	\$183,170	\$185,805	\$189,759	\$192,394
Elementary Principal	\$169,990	\$172,629	\$175,265	\$179,217	\$181,851
High School Assistant Principal	\$163,404	\$166,040	\$168,673	\$172,629	\$175,265
Middle School Assistant Principal	\$163,404	\$166,040	\$168,673	\$172,629	\$175,265
Assistant Director of Student Support Services	\$163,404	\$166,040	\$168,673	\$172,629	\$175,265
Instructional Leader	\$138,586	\$141,155	\$143,719	\$147,573	\$150,137
Athletic Director & PE/Health Instructional Leader	\$138,586	\$141,155	\$143,719	\$147,573	\$150,137

C. July 1, 2026 to June 30, 2027 Wages increased by 2.75%.

Years of Experience	1st Year	2nd Year	3rd Year	4th Year	5th Year
High School Principal	\$194,977	\$197,861	\$200,392	\$204,457	\$207,164
Middle School Principal	\$185,499	\$188,207	\$190,914	\$194,977	\$197,685
Director of Instruction and Professional Development	\$185,499	\$188,207	\$190,914	\$194,977	\$197,685
Director of Student Support Services	\$185,499	\$188,207	\$190,914	\$194,977	\$197,685
Elementary Principal	\$174,665	\$177,376	\$180,085	\$184,145	\$186,852
High School Assistant Principal	\$167,898	\$170,606	\$173,311	\$177,376	\$180,085
Middle School Assistant Principal	\$167,898	\$170,606	\$173,311	\$177,376	\$180,085
Assistant Director of Student Support Services	\$167,898	\$170,606	\$173,311	\$177,376	\$180,085
Instructional Leader	\$142,397	\$145,037	\$147,672	\$151,631	\$154,266
Athletic Director & PE/Health Instructional Leader	\$142,397	\$145,037	\$147,672	\$151,631	\$154,266

XVII. Reduction of Administrative Staff and Recall Procedure

It is understood that it is within the discretion of the Board of Education to reduce the educational program, curriculum, and staff when economic, pupil enrollment decline, and other justifiable reasons dictate.

If it becomes necessary to reduce the administrative staff within particular administrative classifications, it shall be on the basis of length of administrative service within the Monroe Public School System, certification and qualifications.*

A. In order to promote an orderly reduction in the administrative personnel, the following procedure shall be used:

1. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative position if an opening exists in his/her classification for which he/she is certified and qualified.*
2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of the administrator who has the least seniority in the classification of the displaced administrator for which the displaced administrator is certified and qualified.*
3. If there is no opening in the classification of the displaced administrator and the displaced administrator has the least seniority in his/her classification, he/she will be offered any vacant position in an administrative classification below the classification of the displaced administrator, for which he/she is certified and qualified* or, in the absence of such vacancy he/she will be offered the position held by the least senior administrator in the next lowest classification over whom the displaced administrator has seniority and for which position the displaced administrator is certified and qualified.*
 - a. If an administrator is relieved of his/her duties because of a reduction in force or an elimination of position and another administrative position is not otherwise available as aforesaid, he/she will be offered a teaching position for which he/she is certified and qualified based on a past record of satisfactory administrative/supervisory or teaching performance, subject to law and the teachers' collective bargaining agreement.
 - b. If an administrator is relieved of his/her duties because of a reduction of staff or an elimination of position and employed as a teacher, he/she will be given the experience credit on the teacher salary schedule according to the teacher contract for his/her administrative and teaching experiences both within and outside the school system to the extent not inconsistent with the provisions of the teachers' collective bargaining agreement, and shall retain all accumulated sick leave. Any displaced Instructional Leader returned to a teaching position shall retain all accumulated sick leave up to the maximum described in the Monroe Education Association Collective Bargaining Agreement then in effect.

c. A displaced administrator who is employed in a lower administrative classification or as a teacher in Monroe shall receive the difference between his/her prior administrative position's salary at the time of RIF and his/her salary in the new administrative position or as a teacher for a period of one (1) year after displacement, as a severance payment for demotion or loss of administrative status.

4. Nothing in this reduction in force procedure shall require the promotion of an administrator; i.e., the assignment of an administrator to a higher classification, as set forth below in paragraph 5.

5. The classifications referred to in this Article are as follows, in descending order:

- a. High School Principal
- b. Middle School Principal
Director
 - 1. Director of Student Support Services
 - 2. Director of Instruction and Professional Development
- c. Elementary School Principal
- d. High School Assistant Principal
Middle School Assistant Principal
Assistant Director of Student Support Services
- f. Instructional Leaders
Athletic Director/PE & Health Instructional Leader

B. An administrator finding himself/herself part of such a reduction and who has remained with the school district will fill the first administrative opening in a position for which he/she is certified and qualified* of the same or lower level from which he/she was displaced if such position becomes available within two years of the date said administrator was displaced. If an administrator so displaced is no longer employed in the school district, his/her name shall be placed upon an administrative reappointment to an administrative position and provided such administrator applies in writing by registered mail for retention of his/her displacement. Failure to file such application with the Superintendent of Schools as provided in this subsection shall automatically remove such administrator's name from the reappointment list. Administrators on the reappointment list who are certified and qualified for administrative vacancies shall be given prime consideration.

**Certified and qualified throughout this document will mean based on a past record of satisfactory administrative/supervisory performance and successful experience relative to the administrative position to which the displaced administrator is otherwise entitled to be appointed.*

XIX. General Provisions

A. Just Cause

No Administrator shall be disciplined (exclusive of oral reprimands and dismissal pursuant to §10-151 of the Connecticut General Statutes)

B. Fair Practices

Any Administrator who works in an administrative position in a higher salary group than her/his regular salary group for more than seven (7) consecutive work days shall receive, retroactive to the first day of any such work assignment, the pay of the higher salary group in which the Administrator is working.

C. Criminal Proceedings Protection

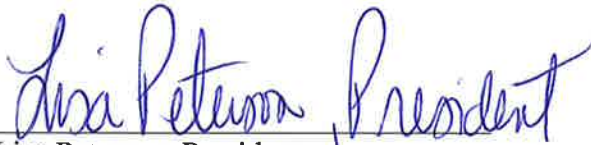
If criminal proceedings are brought against an Administrator alleging that she/he committed an assault or related offense in connection with her/his employment, the Administrator may request the Board to furnish legal counsel to defend her/him in such proceeding. If the Board does not provide legal counsel and the Administrator prevails (including nolle or dismissal) in the proceedings, then the Board shall reimburse the Administrator for reasonable counsel fees incurred by the Administrator in her /his defense. If the Board provides legal counsel and the Administrator does not prevail, including, but not limited to, pleading guilty to the initial charge or a lesser included offense, is not acquitted, enters a plea bargain, or agrees to/or is ordered to engage in an accelerated rehabilitation, the Administrator shall reimburse the Board for legal counsel fees incurred by the Board in the unsuccessful defense

Signatory Page

IN WITNESS WHEREOF, the parties hereunto set their hands and seals on this 16th day of
October, 2023.




David Ferris, Chairman
Monroe Board of Education



Lisa Peterson, President
Monroe Association of School Administrators

Appendix A – Summary of Health, Vision, and Dental Insurance Benefits

Summary of Benefits and Coverage: What this Plan Covers & What You Pay For Covered Services		Coverage Period: 10/01/2022 – 06/30/2023
 Choice Plus CR9W Mod / 200 Mod		Coverage For: Family Plan Type: PS1
<p>The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, call 1-866-633-2446 or visit welcometouhc.com. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms, see the Glossary. You can view the Glossary at www.healthcare.gov/sbc-glossary/ or call 1-866-487-2365 to request a copy.</p>		
Important Questions	Answers	Why This Matters:
What is the overall deductible?	Network: \$0 Out-of-Network: \$300 Individual / \$900 Family Per policy year.	Generally, you must pay all of the costs from providers up to the deductible amount before this plan begins to pay. If you have other family members on the plan, each family member must meet their own individual deductible until the total amount of deductible expenses paid by all family members meets the overall family deductible.
Are there services covered before you meet your deductible?	Yes. Preventive Care Services and categories with a copay are covered before you meet your deductible.	This plan covers some items and services even if you haven't met the annual deductible amount. But a copayment or coinsurance may apply. For example, this plan covers certain preventive services without cost-sharing and before you meet your deductible. See a list of covered preventive services at www.healthcare.gov/coverage/preventive-care-benefits .
Are there other deductibles for specific services?	No.	You don't have to meet deductibles for specific services.
What is the out-of-pocket limit for this plan?	Network: \$2,000 Individual / \$4,000 Family Out-of-Network: \$2,000 Individual / \$4,000 Family Per policy year.	The out-of-pocket limit is the most you could pay in a year for covered services. If you have other family members in this plan, they have to meet their own out-of-pocket limits until the overall family out-of-pocket limit has been met.
What is not included in the out-of-pocket limit?	Premiums, balance-billing charges, health care this plan doesn't cover and penalties for failure to obtain preauthorization for services.	Even though you pay these expenses, they don't count toward the out-of-pocket limit.
Will you pay less if you use a network provider?	Yes. See myuhc.com or call 1-866-633-2446 for a list of network providers.	You will pay the least if you use a provider in the Designated Network. You pay more if you use a provider in the Network. You will pay the most if you use an out-of-network provider, and you might receive a bill from a provider for the difference between the provider's charge and what your plan pays (balance billing). Be aware, your network provider might use an out-of-network provider for some services (such as lab work). Check with your provider before you get services.
Do you need a referral to see a specialist?	No	You can see the specialist you choose without a referral.

All copayment and coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	Designated Network: No Charge Network: \$15 copay per visit, deductible does not apply	20% coinsurance	Virtual Visits - No Charge by a Designated Virtual Network Provider. Any other Telehealth service is subject to costshare based on provider type. If you receive services in addition to office visit, additional copays, deductibles or coinsurance may apply e.g. surgery.
	Specialist visit	Designated Network: No Charge Network: \$15 copay per visit, deductible does not apply	20% coinsurance	If you receive services in addition to office visit, additional copays, deductibles or coinsurance may apply e.g. surgery.
	Preventive care/ screening/ immunization	No Charge	20% coinsurance	You may have to pay for services that aren't preventive. Ask your provider if the services needed are preventive. Then check what your plan will pay for.
If you have a test	Diagnostic test (x-ray, blood work)	Lab Testing: Designated Network: No Charge Network: 20% coinsurance, deductible does not apply X-Ray/Diagnostics: No Charge	20% coinsurance	Preauthorization is required out-of-network for certain services. For Designated Network Benefits, lab services must be received by a Designated Diagnostic Provider. Network Benefits are lab services received from a Network provider that is not a Designated Diagnostic Provider.
	Imaging (CT/PET scans, MRIs)	No Charge	20% coinsurance	Preauthorization is required out-of-network.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need drugs to treat your illness or condition More information about prescription drug coverage is available at welcometouhc.com	Tier 1 - Your Lowest Cost Option	Retail: <u>\$5 copay, deductible does not apply.</u> Mail-Order: <u>\$5 copay, deductible does not apply.</u>	Retail: <u>\$5 copay, deductible does not apply.</u>	Provider means pharmacy for purposes of this section. Retail: Up to a 90 day supply. Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain <u>specialty drugs</u> , from a pharmacy designated by us. Certain drugs may have a <u>preauthorization</u> requirement or may result in a higher cost. If you use an <u>out-of-network</u> pharmacy (including a mail order pharmacy), you may be responsible for any amount over the <u>allowed amount</u> . Certain preventive medications are covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Out-of-Pocket Limit: \$4,600 Ind / \$9,200 Fam.
	Tier 2 - Your Mid-Range Cost Option	Retail: <u>\$25 copay, deductible does not apply.</u> Mail-Order: <u>\$25 copay, deductible does not apply.</u>	Retail: <u>\$25 copay, deductible does not apply.</u>	
	Tier 3 - Your Mid-Range Cost Option	Retail: <u>\$40 copay, deductible does not apply.</u> Mail-Order: <u>\$40 copay, deductible does not apply.</u>	Retail: <u>\$40 copay, deductible does not apply.</u>	
	Tier 4 - Your Highest Cost Option	Not Applicable	Not Applicable	
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> for certain services.
	Physician/ surgeon fees	No Charge	20% <u>coinsurance</u>	None

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If you need immediate medical attention	<u>Emergency room care</u>	\$250 <u>copay</u> per visit, <u>deductible does not apply</u>	\$250 <u>copay</u> per visit, <u>deductible does not apply</u>	None
	<u>Emergency medical transportation</u>	No Charge	No Charge	None
	<u>Urgent Care</u>	\$15 <u>copay</u> per visit, <u>deductible does not apply</u>	20% <u>coinsurance</u>	Virtual Visits - No Charge by a Designated Virtual <u>Network Provider</u> . If you receive services in addition to <u>Urgent care</u> visit, <u>additional copays, deductibles or coinsurance</u> may apply e.g. surgery.
If you have a hospital stay	Facility fee (e.g., hospital room)	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> .
	Physician/ surgeon fees	No Charge	20% <u>coinsurance</u>	None
If you need mental health, behavioral health, or substance abuse services	Outpatient services	\$15 <u>copay</u> per visit, <u>deductible does not apply</u>	20% <u>coinsurance</u>	<u>Network Partial hospitalization/intensive outpatient treatment</u> : No Charge <u>Preauthorization</u> is required <u>out-of-network</u> for certain services. See your policy or <u>plan</u> document for additional information about EAP benefits.
	Inpatient services	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> . See your policy or <u>plan</u> document for additional information about EAP benefits.
If you are pregnant	Office Visits	No Charge	20% <u>coinsurance</u>	<u>Cost sharing</u> does not apply for <u>preventive services</u> .

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
	Childbirth/delivery professional services	No Charge	20% <u>coinsurance</u>	Depending on the type of service a <u>copayment</u> , <u>coinsurance</u> or <u>deductible</u> may apply. Maternity care may include tests and services described elsewhere in the SBC (i.e. ultrasound.)
	Childbirth/delivery facility services	No Charge	20% <u>coinsurance</u>	Inpatient <u>Preauthorization</u> applies <u>out-of-network</u> if stay exceeds 48 hours (C-Section: 96 hours).
If you need help recovering or have other special health needs	<u>Home health care</u>	No Charge	20% <u>coinsurance</u> , <u>deductible</u> does not apply	Limited to 200 visits per policy year. <u>Preauthorization</u> is required <u>out-of-network</u> .
	<u>Rehabilitation services</u>	No Charge	20% <u>coinsurance</u>	<u>In-network</u> : Outpatient rehabilitation services are unlimited per policy year. <u>Out-of-Network</u> : Limits per policy year: Physical: 30 visits; Occupational: 30 visits; Speech: 30 visits; Cardiac and Pulmonary: unlimited.
	<u>Habilitative services</u>	No Charge	20% <u>coinsurance</u>	Services are provided under and limits are combined with <u>Rehabilitation Services</u> above.
	<u>Skilled nursing care</u>	No Charge	20% <u>coinsurance</u>	<u>Out-of-Network</u> : Inpatient Skilled nursing limited to 60 days per policy year. <u>Out-of-Network</u> : Inpatient rehabilitation and inpatient habilitative limited to 60 days per policy year. <u>Preauthorization</u> is required <u>out-of-network</u> .
	<u>Durable medical equipment</u>	No Charge	20% <u>coinsurance</u>	Covers 1 per type of DME (including repair/replacement) every 3 years. <u>Preauthorization</u> is required <u>out-of-network</u> for DME over \$1,000.
	<u>Hospice services</u>	No Charge	20% <u>coinsurance</u>	<u>Preauthorization</u> is required <u>out-of-network</u> before admission for an Inpatient Stay in a hospice facility.

Common Medical Event	Services You May Need	What You Will Pay		Limitations, Exceptions, & Other Important Information
		Network Provider (You will pay the least)	Out-of-Network Provider (You will pay the most)	
If your child needs dental or eye care	Children's eye exam	No Charge	50% <u>coinsurance</u>	Limited to 1 exam per policy year.
	Children's glasses	Not Covered	Not Covered	No coverage for Children's glasses.
	Children's dental check-up	Not Covered	Not Covered	No coverage for Children's dental check-up.

Excluded Services & Other Covered Services:

Services Your Plan Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other excluded services.)

- Cosmetic Surgery
- Dental Care
- Glasses
- Long Term Care
- Non-emergency care when traveling outside - the US
- Routine foot care - Except as covered for Diabetes
- Weight loss programs

Other Covered Services (Limitations may apply to these services. This Isn't a complete list. Please see your plan document.)

- Acupuncture - 20 visits per policy year
- Bariatric surgery
- Chiropractic (manipulative care)-Network unlimited. Out-of-network- 30 visits per policy year.
- Hearing aids
- Infertility Treatment
- Outpatient private duty nursing
- Routine Eye Care- 1 Exam per policy year

Your Rights to Continue Coverage: There are agencies that can help if you want to continue your coverage after it ends. The contact information for those agencies is: U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.ccio.cms.gov. Other coverage options may be available to you, too including buying individual insurance coverage through the [Health Insurance Marketplace](http://www.HealthCare.gov). For more information about the Marketplace, visit www.HealthCare.gov or call 1-800-318-2596.

Your Grievance and Appeals Rights: There are agencies that can help if you have a complaint against your plan for a denial of a claim. This complaint is called a grievance or appeal. For more information about your rights, look at the explanation of benefits you will receive for that medical claim. Your plan documents also provide complete information on how to submit a claim, appeal, or a grievance for any reason to your plan. For more information about your rights, this notice, or assistance, contact the Member Service number listed on the back of your ID card or myuhc.com or the Employee Benefits Security Administration at 1-866-444-3272 or dol.gov/ebsa/healthreform or Connecticut Insurance Department at 1-800-203-3447 or 1-860-297-3900 or ct.gov/cid/site/default.asp.

Additionally, a consumer assistance program may help you file your appeal. Contact Connecticut Insurance Department at 1-800-203-3447 or 1-860-297-3900 or ct.gov/cid/site/default.asp.

Does this plan provide Minimum Essential Coverage? Yes

Minimum Essential Coverage generally includes plans, health insurance available through the Marketplace or other individual market policies, Medicare, Medicaid, CHIP, TRICARE, and certain other coverage. If you are eligible for certain types of Minimum Essential Coverage, you may not be eligible for the premium tax credit.

Does this plan meet the Minimum Value Standards? Yes

If your plan doesn't meet the Minimum Value Standards, you may be eligible for a premium tax credit to help you pay for a plan through the Marketplace.

Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-633-2446.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-633-2446.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-866-633-2446.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo hoine' 1-866-633-2446.

[To see examples of how this plan might cover costs for a sample medical situation, see the next section.](#)

* For more information about limitations and exceptions, see the plan or policy document at welcometouhc.com.

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About these Coverage Examples:



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

Peg is Having a Baby (9 months of in-network pre-natal care and a hospital delivery)		Managing Joe's type 2 Diabetes (a year of routine in-network care of a well-controlled condition)		Mia's Simple Fracture (in-network emergency room visit and follow up care)	
■ The plan's overall deductible	\$0	■ The plan's overall deductible	\$0	■ The plan's overall deductible	\$0
■ Specialist copay	\$0	■ Specialist copay	\$0	■ Specialist copay	\$0
■ Hospital (facility) coinsurance	0%	■ Hospital (facility) coinsurance	0%	■ Hospital (facility) coinsurance	0%
■ Other coinsurance	0%	■ Other coinsurance	0%	■ Other coinsurance	0%
This EXAMPLE event includes services like: Specialist office visits (pre-natal care) Childbirth/Delivery Professional Services Childbirth/Delivery Facility Services Diagnostic tests (ultrasounds and blood work) Specialist visit (anesthesia)		This EXAMPLE event includes services like: Primary care physician office visits (including disease education) Diagnostic tests (blood work) Prescription drugs Durable medical equipment (glucose meter)		This EXAMPLE event includes services like: Emergency room care (including medical supplies) Diagnostic test (x-ray) Durable medical equipment (crutches) Rehabilitation services (physical therapy)	
Total Example Cost	\$12,700	Total Example Cost	\$5,600	Total Example Cost	\$2,800
In this example, Peg would pay:		In this example, Joe would pay:		In this example, Mia would pay:	
<i>Cost Sharing</i>		<i>Cost Sharing</i>		<i>Cost Sharing</i>	
Deductibles	\$0	Deductibles	\$0	Deductibles	\$0
Copayments	\$10	Copayments	\$600	Copayments	\$300
Coinsurance	\$0	Coinsurance	\$0	Coinsurance	\$0
<i>What isn't covered</i>		<i>What isn't covered</i>		<i>What isn't covered</i>	
Limits or exclusions	\$60	Limits or exclusions	\$0	Limits or exclusions	\$0
The total Peg would pay is	\$70	The total Joe would pay is	\$600	The total Mia would pay is	\$300

The plan would be responsible for the other costs of these EXAMPLE covered services.

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Cigna Dental Benefit Summary
Monroe Public Schools – DPPO1
Plan Effective Date: 10/01/2022



Insured by: Cigna Health and Life Insurance Company

This material is for informational purposes only and is designed to highlight some of the benefits available under this plan. Consult the plan documents to determine specific terms of coverage relating to your plan. Terms include covered procedures, applicable waiting periods, exclusions and limitations. Your DPPO plan allows you to see any licensed dentist, but using an in-network dentist may minimize your out-of-pocket expenses.

Cigna Dental PPO				
Network Options	In-Network: Total Cigna DPPO Network		Non-Network: See Non-Network Reimbursement	
Reimbursement Levels	Based on Contracted Fees		Maximum Reimbursable Charge	
Calendar Year Benefits Maximum Applies to: Class II & III expenses	\$1,500		\$1,500	
Calendar Year Deductible				
Individual	\$25		\$25	
Family	\$75		\$75	
Benefit Highlights	Plan Pays	You Pay	Plan Pays	You Pay
Class I: Diagnostic & Preventive Oral Evaluations Prophylaxis: routine cleanings X-rays: routine X-rays: non-routine Fluoride Application Sealants: per tooth Space Maintainers: non-orthodontic Emergency Care to Relieve Pain	100% No Deductible	No Charge	100% No Deductible	No Charge
Class II: Basic Restorative Restorative: fillings Endodontics: minor and major Periodontics: minor and major Oral Surgery: minor and major Anesthesia: general and IV sedation Repairs: bridges, crowns and inlays Repairs: dentures Denture Relines, Rebases and Adjustments	85% After Deductible	15% After Deductible	85% After Deductible	15% After Deductible
Class III: Major Restorative Inlays and Onlays Prosthesis Over Implant Crowns: prefabricated stainless steel / resin Crowns: permanent cast and porcelain Bridges and Dentures	50% After Deductible	50% After Deductible	50% After Deductible	50% After Deductible
Class IV: Orthodontia Coverage for Employee and All Dependents Lifetime Benefits Maximum: \$1,000	50% No Deductible	50% No Deductible	50% No Deductible	50% No Deductible
Benefit Plan Provisions:				
In-Network Reimbursement	For services provided by a Cigna Dental PPO network dentist, Cigna Dental will reimburse the dentist according to a Fee Schedule or Discount Schedule.			
Non-Network Reimbursement	For services provided by a non-network dentist, Cigna Dental will reimburse according to the Maximum Reimbursable Charge . The MRC is calculated at the 90th percentile of all provider submitted amounts in the geographic area. The dentist may balance bill up to their usual fees.			
Cross-Accumulation	All deductibles, plan maximums, and service specific maximums cross accumulate between in and out of network. Benefit frequency limitations are based on the date of service and cross accumulate between in and out of network.			
Calendar Year Benefits Maximum	The plan will only pay for covered charges up to the yearly Benefits Maximum, when applicable. Benefit-specific Maximums may also apply.			



TOWN OF MONROE

ECONOMIC DEVELOPMENT DEPARTMENT

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2819
www.monroect.org

Date: October 23, 2023

To: Kenneth M. Kellogg, First Selectman

From: William Holsworth, Director of Economic & Community Development

CC: Michael O'Rielly, Chairman of Planning and Zoning Commission

Subject: 8-24 Municipal Referral – Proposed acquisition of and substantial improvement to Real Property for Municipal Purposes

At the most recent Planning and Zoning Commission meeting, held October 19, 2023, the commission deliberated and made a favorable motion to approve the 8-24 Municipal Referral regarding the proposed acquisition of, and the substantial improvements to, Real Property for municipal purposes.

The favorable motion passed 5-0, and is memorialized in the attached Voting Record for the October 19, 2023 Meeting.



TOWN OF MONROE

PLANNING and ZONING COMMISSION

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2812
www.monroect.gov

REGULAR MEETING VOTING RECORD October 19, 2023

Present: Michael O'Reilly, *Chairman*
Ryan Condon, *Secretary*
Leon Ambrosey, *Commissioner*
Robert Westlund, *Commissioner*
Nicole Lupo, *Alternate*
Dominic Smeraglino, *Alternate*
Domenic Paniccia, *Alternate, seated for B. Maini*

Absent: Bruno Maini, *Vice Chairman*

Also Present: William Holsworth, *Dir. Economic and Community Development*
Atty. Frank Lieto, *Town Attorney*

§8-24 Municipal Referral-Proposed Acquisition of and Substantial Improvement to Real Property for Municipal Purposes

Favorable Report

MOTION: CONDON

SECOND: WESTLUND

VOTE: 5-0

AYES: AMBROSEY, O'REILLY, CONDON, PANICCIA, WESTLUND

NAYS: NONE

SEP-2018-03-A2, 205 Monroe Turnpike

Approval of Extension to January 15, 2024

MOTION: WESTLUND

SECOND: AMBROSEY

VOTE: 5-0

AYES: AMBROSEY, O'REILLY, CONDON, PANICCIA, WESTLUND

NAYS: NONE

SEP-2023-06, 846 Main Street

Approval of Extension to January 15, 2024

MOTION: WESTLUND

SECOND: CONDON

VOTE: 5-0

AYES: AMBROSEY, O'REILLY, CONDON, PANICCIA, WESTLUND

NAYS: NONE

SEP-2023-03, 127 Main Street

Approval of Extension to January 20, 2024

MOTION: WESTLUND

SECOND: AMBROSEY

VOTE: 5-0

AYES: AMBROSEY, O'REILLY, CONDON, PANICCIA, WESTLUND

NAYS: NONE

Approval of 2024 Meeting Calendar

MOTION: WESTLUND

SECOND: CONDON

VOTE: 5-0

AYES: AMBROSEY, O'REILLY, CONDON, PANICCIA, WESTLUND

NAYS: NONE

MOTION TO ADJOURN MEETING AT 7:40 P.M.

MOTION: WESTLUND

SECOND: CONDON




TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023
To: Jonathan Formichella, Town Council Chair
From: Kenneth M. Kellogg, First Selectman 
cc: Amy Lehaney, Director of Health
Subject: **Resolution Regarding Health Department Fee Schedule**

Our Director of Health has reviewed the Health Department's current Fee Schedule and recommended the following additions, which as proposed would become effective Fiscal Year 2025:

- Permit for Water Treatment Wastewater Discharge System (\$50)
- Septic System Plan Review for a new Subdivision (\$175 + \$25 per lot)
- Tick Testing (\$5)

Our Health Director has advised me that these new fees are comparable to what is charged by the health departments and districts that serve other municipalities in our area.

Pursuant to § 291-6 of the Town Code, the Board of Health approved these additions to the fee schedule at their September 13, 2023 meeting. The proposed new schedule, which is attached for your consideration and review, is therefore submitted to the Town Council for final approval.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-128: RESOLVED, that the Town Council approves the proposed Health Department Fee Schedule, to be effective July 1, 2024, as presented.

Thank you.



TOWN OF MONROE

HEALTH DEPARTMENT

FEE SCHEDULE EFFECTIVE JULY 1, 20202024

<p><u>FOOD SERVICE</u></p> <p>Food Service Establishments</p> <table style="width: 100%;"> <tr><td>Class I</td><td style="text-align: right;">\$120</td></tr> <tr><td>Class II (seating 0-49)</td><td style="text-align: right;">\$250</td></tr> <tr><td style="padding-left: 20px;">(seating 50 or more)</td><td style="text-align: right;">\$330</td></tr> <tr><td>Class III (seating 0-49)</td><td style="text-align: right;">\$330</td></tr> <tr><td style="padding-left: 20px;">(seating 50 or more)</td><td style="text-align: right;">\$385</td></tr> <tr><td>Class IV</td><td style="text-align: right;">\$250</td></tr> <tr><td>Caterer</td><td style="text-align: right;">\$150</td></tr> <tr><td>Seasonal Establishments</td><td style="text-align: right;">\$100</td></tr> <tr><td>Itinerant Vendor (per vehicle, full year)</td><td style="text-align: right;">\$150</td></tr> <tr><td>Itinerant Vendor (per vehicle, one week)</td><td style="text-align: right;">\$ 60</td></tr> </table> <p><u>PLAN REVIEW</u></p> <ul style="list-style-type: none"> • Class I, II, III, IV, Caterer and Seasonal • (same as license fee) • Itinerant Vendor 0 <table style="width: 100%;"> <tr><td>Reinspection Fee</td><td style="text-align: right;">\$100</td></tr> <tr><td>Reinstatement Fee (after suspension of license)</td><td style="text-align: right;">\$100</td></tr> <tr><td>License Renewal Late Fee</td><td style="text-align: right;">\$ 75</td></tr> </table> <p><u>TEMPORARY EVENT</u> (14 days or less per booth or trailer per event)</p> <ul style="list-style-type: none"> • For Profit \$ 65 • Non-Profit (license required) 0 <p>Late fee for Temporary Events (Profit and Non-Profit) \$20 late fee if application not submitted 14 days prior to event For Non-Profit \$50 late fee For Profit if not submitted 14 days prior to event for commercial vendors</p>	Class I	\$120	Class II (seating 0-49)	\$250	(seating 50 or more)	\$330	Class III (seating 0-49)	\$330	(seating 50 or more)	\$385	Class IV	\$250	Caterer	\$150	Seasonal Establishments	\$100	Itinerant Vendor (per vehicle, full year)	\$150	Itinerant Vendor (per vehicle, one week)	\$ 60	Reinspection Fee	\$100	Reinstatement Fee (after suspension of license)	\$100	License Renewal Late Fee	\$ 75	<p><u>SEPTIC SYSTEM – PERMITS</u></p> <table style="width: 100%;"> <tr><td>Residential, New Construction</td><td style="text-align: right;">\$175</td></tr> <tr><td>Residential, Repair</td><td style="text-align: right;">\$100</td></tr> <tr><td><i>Water Treatment Wastewater Discharge System</i></td><td style="text-align: right;"><i>\$50</i></td></tr> <tr><td>Commercial, New Construction & Repair</td><td style="text-align: right;">\$300</td></tr> </table> <p><u>SEPTIC SYSTEM PLAN REVIEW</u></p> <table style="width: 100%;"> <tr><td>Residential, New Construction</td><td style="text-align: right;">\$175</td></tr> <tr><td>Residential, Repair</td><td style="text-align: right;">\$ 50</td></tr> <tr><td><i>Subdivision</i></td><td style="text-align: right;"><i>\$175 + \$25 per lot</i></td></tr> <tr><td>Commercial, New Construction & Repair</td><td style="text-align: right;">\$300</td></tr> <tr><td>More than 1 Plan Revision (per each revision after 1st revision)</td><td style="text-align: right;">\$ 50</td></tr> </table> <p><u>SOIL TESTING</u></p> <table style="width: 100%;"> <tr><td>Residential Soil Tests (per lot)</td><td style="text-align: right;">\$150</td></tr> <tr><td>Commercial Soil Tests (per lot and less than 2,000 gallons per day)</td><td style="text-align: right;">\$175</td></tr> <tr><td>Commercial Soil Tests (per lot and greater than 2,000 gallons per day)</td><td style="text-align: right;">\$350</td></tr> </table> <p><u>B100A BUILDING ADDITIONS</u></p> <table style="width: 100%;"> <tr><td>B100a Application Reviews</td><td style="text-align: right;">\$ 70</td></tr> <tr><td>B100a Site Visit</td><td style="text-align: right;">\$ 60</td></tr> </table> <p><u>WELL PERMITS</u></p> <table style="width: 100%;"> <tr><td>Drilling Permit</td><td style="text-align: right;">\$150</td></tr> <tr><td>Abandonment Permit</td><td style="text-align: right;">\$ 50</td></tr> </table> <p><u>DAY CARE</u></p> <table style="width: 100%;"> <tr><td>Day Care Inspection</td><td style="text-align: right;">\$100</td></tr> <tr><td>Home Day Care Inspection</td><td style="text-align: right;">\$ 50</td></tr> <tr><td>Intermediate Environmental Inspection</td><td style="text-align: right;">\$ 50</td></tr> </table>	Residential, New Construction	\$175	Residential, Repair	\$100	<i>Water Treatment Wastewater Discharge System</i>	<i>\$50</i>	Commercial, New Construction & Repair	\$300	Residential, New Construction	\$175	Residential, Repair	\$ 50	<i>Subdivision</i>	<i>\$175 + \$25 per lot</i>	Commercial, New Construction & Repair	\$300	More than 1 Plan Revision (per each revision after 1 st revision)	\$ 50	Residential Soil Tests (per lot)	\$150	Commercial Soil Tests (per lot and less than 2,000 gallons per day)	\$175	Commercial Soil Tests (per lot and greater 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<p><u>FARMER’S MARKET</u></p> <ul style="list-style-type: none"> • Farmer Selling Whole Produce Only 0 • For Profit Vendors (Individually Wrapped, Prepackaged Items - no tasting/sampling) \$50 per season • All other For Profit food vendors \$100 per season • All Non-Profit food vendors (license required) 0 	<p><u>POOL LICENSE</u></p> <table style="width: 100%;"> <tr><td>Seasonal</td><td style="text-align: right;">\$150</td></tr> <tr><td>Year-round</td><td style="text-align: right;">\$150</td></tr> <tr><td>Reinspection Fee</td><td style="text-align: right;">\$100</td></tr> </table>	Seasonal	\$150	Year-round	\$150	Reinspection Fee	\$100																																																										
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<p><u>MISCELLANEOUS</u></p> <table style="width: 100%;"> <tr><td>Photocopy</td><td style="text-align: right;">.50 per page</td></tr> <tr><td>Returned Check</td><td style="text-align: right;">\$ 20</td></tr> <tr><td><i>Tick Testing</i></td><td style="text-align: right;"><i>\$ 5</i></td></tr> </table>	Photocopy	.50 per page	Returned Check	\$ 20	<i>Tick Testing</i>	<i>\$ 5</i>																																																											
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TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.org

Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Chris Nowacki, Director of Public Works
Bill Holsworth, Director of Economic & Community Development
Keith White, Chief of Police

Subject: Resolution Regarding 2023 STEAP Grant Award

As previously reported, the State of Connecticut has awarded the Town's application for a \$500,000 grant through the 2023 Small Town Economic Assistance Program ("STEAP") for the purpose of renovations and a small addition to the Animal Control Facility.

The State has designated its Department of Community & Economic Development ("DECD") to administer this grant. DECD has notified the Town that an authorizing municipal resolution is required prior their issuance of an Assistance Agreement with the State. You will recall that, despite the State's requirement that this authorizing resolution be adopted in advance, in the spirit of the Town Charter I have presented the STEAP Assistance Agreement to Town Council prior to my execution thereof. I trust that my successor will do the same.

The attached resolution has been drafted for your consideration that is consistent with the language of Town Council Resolution #23-004, which authorized the 2022 STEAP Grant, and meets the State's approval. I ask that you place this resolution on the agenda of your next meeting for consideration and adoption.

Thank you.



TOWN OF MONROE

TOWN COUNCIL

RESOLUTION #23-129

WHEREAS, Pursuant to Connecticut General Statutes § 4-66g, the State of Connecticut (“State”) is authorized to extend financial assistance to municipalities through the Small Town Economic Assistance Program (“STEAP”); and

WHEREAS, the Town of Monroe (“Town”) applied for a 2023 STEAP Grant in the amount of \$500,000 for the Animal Control Facility upgrade and renovation project (“2023 STEAP Grant”); and

WHEREAS, on September 29, 2023 the State notified the Town that the aforesaid 2023 STEAP Grant award was granted subject to a fully executed contract (“Assistance Agreement”), which shall be administered by its Department of Economic & Community Development (“DECD”); and

WHEREAS, the DECD has notified the Town that an authorizing municipal resolution is required prior their issuance of a State/Municipal Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED that the First Selectman is hereby authorized, on behalf of the Town of Monroe, to accept the 2023 STEAP Grant under the conditions and prerequisites for State Assistance imposed by Connecticut General Statutes § 4-66g and/or the State and to enter into and execute an Assistance Agreement with the State for State financial assistance, and to provide any such additional information as required, to obtain said 2023 STEAP Grant.




TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.org

Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Craig Hirsch, HR Director

Subject: Resolution Regarding Revisions to the Town of Monroe Pay Plan for the Positions in Classified Service

As you know, the Town maintains a Pay Plan for individuals in the Classified Service as defined in our Charter.

Last month, Governor Lamont announced that Connecticut's minimum wage will increase to \$15.69 per hour effective January 1, 2024. This change is pursuant to Public Act 19-4 which created an annual adjustment to the minimum wage, based upon the federal employment cost index. The State has advised that this index increased by 4.6% over the twelve-month period ending on June 30, 2023, resulting in the \$0.69 increase to the state's minimum wage that will become effective on January 1, 2024.

Accordingly, our HR Director has submitted a proposed revision to the Pay Plan, which is attached for your review and consideration.

I respectfully request that you approve the following resolution at your next meeting:

RESOLUTION #23-130: RESOLVED, that Pursuant to Town Charter Chapter X, Section 3, the Pay Plan for the Positions in the Classified Service, to become effective January 1, 2024, is hereby amended as presented by the First Selectman.

Thank you.



TOWN OF MONROE

PAY PLAN FOR THE POSITIONS IN CLASSIFIED SERVICE

Approved by Town Council: Resolution #23-[pending]

Effective January 1, 2024

Full Time Unaffiliated Employees in Classified Service (Annualized)

Position	Minimum	Midpoint	Maximum	Longevity	
Admin. Asst (First Selectman Office)	\$50,863	\$59,193	\$67,524	Years of Service	
Community & Economic Development Dir	\$86,924	\$110,540	\$123,644	5 - 9	\$ 100.00
Community Health Educator	\$49,623	\$57,750	\$65,878		
Asst Director of Municipal Finance	\$95,075	\$111,322	\$128,704	10 - 14	\$ 225.00
Finance Director (Municipal & BOE)	\$112,721	\$144,535	\$180,272	15 - 19	\$ 350.00
Health Director	\$93,296	\$111,040	\$128,783	20 - 24	\$ 450.00
Human Resource Director	\$92,583	\$114,738	\$136,893		
Library Director	\$78,668	\$93,298	\$107,927		
Office & Communications Asst (FS Office)	\$40,040	\$48,230	\$54,600		
Parks & Recreation Director	\$71,750	\$91,114	\$108,162		
Police Captain	\$89,803	\$111,669	\$133,535		
Police Chief	\$104,251	\$127,967	\$151,681		
Public Works Director	\$98,070	\$121,202	\$144,332		

Part Time Unaffiliated Employees in Classified Service (Hourly Rate)

Position	Minimum	Midpoint	Maximum
Land Fill Attendant	\$15. 6900	\$17.50	\$20. 500
Custodian I	\$15. 6900	\$17.50	\$20. 500
Tax Collector Lockbox	\$15. 6900	\$17.50	\$20. 500
Animal Control	\$15. 6900	\$17.50	\$20. 500
Driver	\$15. 6900	\$17.50	\$20. 500
Library Circulation	\$15. 6900	\$17.50	\$20. 500
Custodian II	\$15. 6900	\$17.50	\$20. 500
Tax Collector Clerk	\$15. 6900	\$17.50	\$20. 500
Office Admin I	\$15. 6900	\$17.50	\$20. 500
Office Admin II	\$16. 5000	\$19.50	\$22.50
Parks & Recreation Admin Assistant	\$16. 5000	\$19.50	\$22.50
Deputy Fire Marshal	\$16. 5000	\$19.50	\$22.50
Police Dispatch	\$18.50	\$23.00	\$28.00
Library Reference	\$18.00	\$22.50	\$27.50

Special Projects Coordinator	\$18.00	\$22.50	\$27.50
Bookkeeper	\$20.00	\$24.00	\$29.00
Human Resource Assistant	\$21.75	\$27.00	\$32.00
Snow Plower	\$21.75	\$27.00	\$32.00
Police Special Officer	\$22.00	\$27.50	\$33.00
Police Civilian Accreditation Assistant	\$22.00	\$27.50	\$33.00
EMS Admin	\$27.50	\$33.75	\$40.25
Health Inspector	\$30.00	\$40.00	\$50.00
Public Health Emergency Preparedness Coor	\$30.00	\$40.00	\$50.00
Nurse	\$35.00	\$45.00	\$55.00

Stipends

Position	Stipend
Emergency Management Deputy Director / CERT Coordinator	\$2,500
Emergency Management Deputy Director	\$3,500
Emergency Management Director	\$7,000

Affiliated Employees in Classified Service

Pay Plan shall incorporate the relevant provisions of the following Collective Bargaining Agreements:

1. Monroe Chapter 136-1, Local 136, IFPTE (Clerical)
2. Connecticut Association of Labor Unions (Highway)
3. Local 818 of Council #4, AFSCME, AFL-CIO (Supervisors)
4. Fraternal Order of Police, FOP (Police)



TOWN OF MONROE

PAY PLAN FOR THE POSITIONS IN CLASSIFIED SERVICE

Approved by Town Council: Resolution #23-[pending]

Effective January 1, 2024

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Driver	\$15.69	\$17.50	\$20.50
Library Circulation	\$15.69	\$17.50	\$20.50
Custodian II	\$15.69	\$17.50	\$20.50
Tax Collector Clerk	\$15.69	\$17.50	\$20.50
Office Admin I	\$15.69	\$17.50	\$20.50
Office Admin II	\$16.50	\$19.50	\$22.50
Parks & Recreation Admin Assistant	\$16.50	\$19.50	\$22.50
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Stipends

Position	Stipend
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Emergency Management Deputy Director	\$3,500
Emergency Management Director	\$7,000

Affiliated Employees in Classified Service

Pay Plan shall incorporate the relevant provisions of the following Collective Bargaining Agreements:

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2. Connecticut Association of Labor Unions (Highway)
3. Local 818 of Council #4, AFSCME, AFL-CIO (Supervisors)
4. Fraternal Order of Police, FOP (Police)



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Kurt Anderson, WMNR General Manager

Subject: **Resolution Regarding Tower Lease Agreement with Top Tower Realty**

WMNR has certain broadcasting equipment, on a tower located in Sag Harbor, New York, for translator W262AS. The prior lease for this site has expired and the tower and property have been sold to Top Tower Realty, LLC ("TTR"). TTR has permitted ongoing use of their Tower by WMNR while a new lease was negotiated.

This matter was referred to Special Counsel Dan Rosemark, who has negotiated a new, 5-year lease retroactive to January 1, 2023. The lease costs incurred by the Town will be fully funded through WMNR.

The Town Attorney has provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-131: RESOLVED, that that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Tower Lease Agreement, and any associated documents by and between Top Tower Realty, LLC, for WMNR.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

October 31, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
Tower Lease Agreement (“Agreement”) by and between the Town of Monroe (“Town”) and
Top Tower Realty, LLC (“TTR”)

Dear First Selectman Kellogg:

At your direction, the undersigned, with the assistance of the undersigned and our retained legal communications consultant, Attorney Daniel Rosemark, reviewed, vetted and negotiated the Agreement between the Town and TTR, with regard to WMNR’s lease of equipment space upon a communications tower and the surrounding ground for WMNR’s radio operations. The prior lease for this particular site expired and thereafter the site was sold thereby causing the new owner to demand a new lease agreement to govern WMNR’s retained use of the site. The Agreement has been approved by the undersigned, Attorney Rosemark and WMNR General Manager, Kurt Anderson. Lastly, as is the case with all WMNR expenditures, the cost of the lease is being funded by WMNR and has been accounted for in its budget.

In light of the foregoing, and pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreement as presented and recommend that it be forthwith submitted to the Town Council for review, approval and the authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter. Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,


Francis Lieto

Tower Lease Agreement

This site lease (the “Lease” or “Agreement”), dated as of the last date signed below, is by and between Top Tower Realty, LLC (“Lessor”), a New York limited liability company with an office located at 375 Deer Park Avenue, Suite 2, Babylon, New York 117020, and the Town of Monroe, Connecticut, (“Tenant” or “Lessee”), a municipal corporation of the state of Connecticut, with a Town Hall located at 7 Fan Hill Road, Monroe, Connecticut 06468.

1. Premises and Use

Lessor owns that certain parcel of property, located in 1017 Millstone Road, Sag Harbor, New York 11963 as further described in Exhibit A (the “Site”). Lessor owns and operates on the Site a tower structure (“Tower”). Lessor leases to Lessee, an existing tenant at the Site from Lessor’s predecessor-in-interest, a portion of the Site for FM Translator Station W262AS, Bridgehampton, New York, Facility Id. No. 156152 and receive Yagi antenna described as follows: ground space for Lessee’s equipment, cable space between Lessee’s equipment and attachment on the Tower, space on Lessor’s tower structure for attachment of Tenant’s equipment as more particularly set forth in Exhibit B herein, together with access thereto from the public way and electric and telephone facilities, provided that any current electric and telephone facilities shall remain in their current state and any new electric and telephone facilities after the full execution date hereof shall be by means of underground wiring (collectively, the “Leased Site”). The Leased Site will be used by Tenant only for the transmission and reception of radio communication signals and for the construction of, installation, operation, maintenance, repair, removal or replacement of equipment owned by Lessee (the “Tenant Equipment”) and for no other purpose at the specified locations identified as set forth on Exhibit B (the “Specifications of Leased Site and Tenant Equipment”). As set forth in the terms and conditions of this Agreement, and subject to Section 11 (Interference), Tenant will use the Leased Site in a manner in accordance with the terms and conditions of this Agreement.. Tenant hereby grants to Lessor a license to access the Leased Site from time-to-time by providing Tenant with at least twenty four (24) hours prior written/telephonic notice except in the event of an emergency (in which case Lessor shall provide as much notice as possible), for the purpose of inspecting the Site and the Tenant Equipment located on the tower structure to confirm that the Tenant Equipment conforms to industry standards, applicable law or to perform general property maintenance on or about the Site to keep the Lessor’s Site in good order and repair.

2. Term

The “Initial Term” of this Agreement shall be five (5) years beginning on the first day of the month of January, 2023 (“Commencement Date”) and terminating on the fifth anniversary of the Commencement Date (December 31, 2027). Provided Tenant is not in default beyond the expiration of any cure period, this Agreement will automatically renew for two (2) additional terms (each a “Renewal Term” and together with Initial Term, the “Term”) of five (5) years each, unless Tenant provides notice to Lessor of its intention not to renew not less than ninety (90) days prior to the expiration of the Initial Term or any Renewal Term. If Tenant remains in possession of the Site more than thirty (30) days after the termination of this Agreement then

Tenant will be deemed to be occupying the Site on a month-to-month basis (the “**Holdover Term**”), subject to the terms and conditions of this Agreement, except that Rent for the Holdover Term shall be Two Hundred percent (200%) of the then current Rent amount.

3. Rent

Beginning on the Commencement Date, rent will be paid in equal monthly installments of One Thousand and 00/100 Dollars (\$1,000.00) (“Rent”), in advance, due on the first day of each month, partial months to be prorated on a thirty (30) day month. Notwithstanding anything to the contrary herein, Lessor and Lessee acknowledge and agree that within thirty (30) days from the full execution date of this Agreement, Lessee will make a true-up payment to Lessor equaling the difference between Lessee’s current payment of \$600 per month and the new amount of Rent beginning January 1, 2023 (the “Back Rent”). Rent will be increased annually on the anniversary of the Commencement Date (during the Initial and all Renewal Terms) by three (3) percent (3%) of the rent rate in effect for the prior month. In the event Tenant fails to pay the Back Rent within thirty (30) days after the full execution of this Agreement or Rent within ten (10) days after Rent becomes due and payable, Tenant shall be assessed a late fee of five percent (5%), payable on the first day of the following month as additional Rent. Within thirty (30) business days of execution of the Agreement, Tenant shall pay Lessor the amount of Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) to compensate Lessor for professional and development fees incurred by Lessor in negotiating this Agreement.

4. Title and Quiet Possession.

Lessor represents and agrees (a) that it has the right to enter into this Agreement; (b) that the person signing this Agreement has the authority to sign; and (c) that subject to the requirements herein, Tenant is entitled to the quiet possession of the Leased Site throughout the Term of this Agreement subject to zoning and other requirements imposed by governmental authorities, any easements, restrictions, or encumbrances of record throughout the Initial Term and each Renewal Term so long as Tenant is not in default beyond the expiration of any cure period. This Agreement is subordinate to any mortgage or deed of trust now of record against the Site.

5. Assignment/Subletting

Tenant may not assign or transfer this Agreement without the prior written consent of Lessor, which consent will not be unreasonably withheld, delayed or conditioned. However, Tenant may assign upon prior notice to but without the Lessor’s prior written consent to any party controlling, controlled by or under common control with Tenant. Tenant may not sublease this Agreement. In the event Tenant assigns this Agreement as permitted herein, Tenant shall be relieved of all its obligations and liability hereunder accruing after the date of such assignment provided such assignee agrees to assume the obligations of Tenant accruing after the date of such assignment.

6. Access.

Tenant will have unrestricted access twenty-four (24) hours a day seven (7) days a week to the Site. Lessor shall maintain all access roadways from the nearest public roadway to the Site in a manner sufficient to allow vehicles and pedestrians to the Leased Site. Lessee shall promptly

selected by Tenant. Lessor agrees to cooperate with Tenant's reasonable requests, at Tenant's expense, with respect to obtaining any required zoning approvals for the Site and any improvements located thereon. The Tenant Equipment and all modifications, repairs and maintenance shall be constructed, placed and made in a first-class workmanlike manner in accordance with this Agreement, including Exhibit B. All such plans are incorporated into this Agreement by reference. In addition, prior to any alteration or modification to the Tenant Equipment (excluding routine maintenance, repairs, the like-kind replacement of the Tenant Equipment, or any modifications to the interior of the equipment shelter or items housed therein), Tenant shall submit a copy of the site plan and specifications, including any construction drawings (and where applicable, zoning drawings and as-builts) ("**Plans**") to Lessor for prior written approval, which approval will not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant shall have the right to alter or replace the Tenant Equipment at any time during the Term or Renewal Term with equipment that is of the same or smaller size, shape, or number, upon prior written notice to Lessor. All work to be done by Tenant shall be performed in accordance with the approved plans unless otherwise approved in writing by the Lessor.

Construction of the Tenant Equipment shall be coordinated with Lessor and conducted so as not to create an unsafe or dangerous condition or unduly interfere with the conduct of any other activities at Lessor's Site. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. Tenant shall make proper arrangements for receiving, handling, storage and installation of its equipment and other personal property. Lessor shall not be liable for any loss, damage or injury to properties of any kind that are shipped or otherwise delivered to the Site or stored in or on the Site, except to the extent caused by the negligence or willful misconduct of Lessor, its employees, agents, or contractors. Lessor shall assume no responsibility for losses suffered by Tenant, its agents, employees or invitees, which are occasioned by theft or the disappearance of equipment or other personal property except to the extent such loss, damage or injury is caused by the gross negligence or willful misconduct of Lessor, its employees, agents, or contractors. Within thirty (30) days after termination or expiration of this Agreement ("**Removal Period**"), Tenant shall remove the Tenant Equipment and improvements and will restore the Leased Site to the condition existing on the Commencement Date, except for ordinary wear and tear and insured casualty loss. Tenant shall perform all obligations under the Agreement during the Removal Period, including without limitation, the payment of Rent at the rate in effect upon the expiration or termination of the Agreement until such time as the removal of the Tenant Equipment is completed. Any property not so removed shall be deemed abandoned in place by Tenant and Tenant shall pay Lessor an abandonment fee of \$2,000 and any remaining Tenant Equipment may be removed and disposed of by Lessor in such manner as Lessor shall determine without any obligation on the part of Lessor to account to Tenant for any proceeds therefrom. Except for the abandoned Tenant Equipment, Tenant shall reimburse Lessor for any actual and reasonable expense incurred as shown by receipts submitted to Tenant for Lessor restoring the Site should Tenant fail to restore the Site as provided in this Paragraph 8.

9. Compliance with Laws

Lessor represents to the best of its knowledge that the Site and all improvements located thereon, are in compliance with building, life/safety, disability and other laws, codes and regulations of applicable governmental authorities. Tenant will comply with all applicable laws relating to its possession and use of the Leased Site and its Tenant Equipment.

10. Insurance.

Tenant including any and all contractors, shall procure and maintain Commercial General Liability insurance, with limits of not less than \$1,000,000 for bodily injury, \$1,000,000 for property damage, \$2,000,000 aggregate, with a certificate of insurance to be furnished to Lessor prior to performing any work. Tenant shall name Lessor, Bark Out Loud Dogs Media, LLC and WLNG as additional insureds on such policy. Tenant shall cause the insurance policy obtained by it to provide that the insurance company waives all rights of recovery by subrogation against Lessor in connection with any damage covered by the policy. Each party waives its right of recovery against the other for any loss or damage covered by any property insurance policies maintained by the waiving party. The certificate of insurance shall provide for thirty (30) day's prior notice to Lessor of cancellation, material modification or reduction of any such policy.

11. Interference.

Tenant understands that it is the intent of Lessor to accommodate as many users as possible and that Lessor may rent space to any other entity or person(s) desiring its facilities. Tenant shall not use the Leased Site in any way that interferes with the Site and Tenant shall not cause interference to Lessor or other tenants that commenced commercial operations prior to Tenant. If interference occurs which involves Tenant, and Lessor determines that the interference is the responsibility of Tenant, Lessor will notify Tenant and Tenant shall have five (5) days from date of notice to begin to correct the interference. Lessor and Tenant acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, Lessor shall have the right to require Tenant to cease operations causing the interference except for testing purposes. If the interference is not corrected within fifteen (15) days from Lessor providing Tenant with notice, and such interference precludes other tenants from using the Lease Site for its intended purpose, Lessor may terminate this Agreement without penalty or liability upon thirty (30) days written notice to Tenant. In addition, Lessor shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance. In the event that Tenant determines that another tenant at the Site is causing interference to Tenant and the interference is not corrected within fifteen (15) days from Tenant's determination, and such interference precludes Tenant from using the Leased Site for its intended purpose, Tenant may terminate this Agreement without penalty or liability upon thirty (30) days prior written notice to Lessor. Lessor will require substantially similar interference language as outlined in this paragraph in all future tenant Agreements related to this Site.

12. Utilities/Shelter.

Lessor shall provide Lessee with space as shown on the Plans reflecting approximately 2 x 2 (to be measured on-site and filled in) feet of rack space (the "Rack") for the Lessee Equipment, plus the additional space to accommodate the door and standing space to access the Rack. Lessor shall

be responsible for maintaining the Rack, Tower, Site and utilities on the Site up to the Lessee's Meter or utility-tie in where Lessor provides such services to the Lessee. Lessee will be responsible for utility service, Telephone service and any other public utility service not provided by the Lessor. Tenant will pay for all utilities used by it at the Leased Site through its own electric meter. Tenant will be responsible directly to the appropriate utility companies for all utilities required for Tenant's use of the Site. However, Lessor agrees to cooperate with Tenant, at Tenant's expense, in its efforts to obtain utilities from any location provided by the Lessor or the servicing utility, subject to Lessor's prior written approval.

Lessee understands and agrees that except as may be currently located above ground at the Site and/or Leased Site, all utilities on the Leased Site shall be underground and no aerial wiring shall be allowed unless on the ice bridge or as approved in writing by Lessor. As partial consideration of the Rent, Lessor will provide access to emergency power. Lessee shall be required to review requirements with the Lessor prior to installation and access to such power. Any changes to the original systems must be submitted to and approved by Lessor in writing prior to modification during the term of this Lease.

13. Termination by Tenant.

Except as otherwise provided herein, this Lease may be terminated by Tenant after the Initial Term without any penalty or further liability upon 90 days written notice if Lessee determines that the Leased Site or tower facilities are inappropriate or unnecessary for Lessee's operations for economic or technical reasons. In the event that Tenant terminates the Lease, except for Lessor's uncured default, prior to the end of the Initial Term, Rent shall be due and payable to Lessor for the remainder of the Initial Term.

14. Default.

If the Rent or other amount due hereunder is not paid in accordance with the terms hereof, Tenant will pay interest on the past due amounts at the lesser of (i) the rate of one and one-half percent (1.5%) per month, or (ii) the maximum interest rate permitted by applicable law. If either party is in default under this Agreement for a period of (a) ten (10) days following receipt of notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (b) thirty (30) days following receipt of notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, in either event, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Agreement. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default, provided the time period to cure the default does not exceed ninety (90) days following receipt of written notice from the non-defaulting party.

Upon a default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting party's duty or obligation on the defaulting party's behalf, including but not limited to the obtaining of reasonably required insurance policies. The reasonable costs and

expenses of any such performance by the non-defaulting party shall be due and payable by the defaulting Party within thirty (30) days of invoice therefor. In the event of a default by either party with respect to a material provision of this Agreement, without limiting the non-defaulting party in the exercise of any right or remedy which the non-defaulting party may have by reason of such default, the non-defaulting party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting party under the laws or judicial decisions of the state in which the Site is located.

15. Taxes.

Tenant shall pay all taxes, including, without limitation, sales, use and excise taxes (but excluding Lessor's income and property taxes) imposed by any government authority in connection with Tenant's payments to Lessor, Tenant's Equipment or Tenant's use of the Site. Notwithstanding the foregoing, Tenant shall be responsible for any real property taxes levied on Lessor's Property that is directly attributable to improvements to the Site made by Tenant. Tenant shall pay such amount to Lessor within thirty (30) days after receipt of an invoice from Lessor (together with supporting documentation provided by Lessor that reasonably demonstrates such taxes including, without limitation, an invoice from the municipality indicating the tax increase due to Lessee's installation at the Premises and proof of payment of said taxes). In the event Lessor shall not submit any documentation within 6 months for the applicable tax invoice, Lessor shall not be entitled to any reimbursement for that particular tax invoice. Lessee, within thirty (30) days following receipt and verification of such calculation, shall reimburse Lessor for such tax payment. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment. In the event that Lessee does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, Lessor will pursue such dispute at Lessee's sole cost and expense upon written request of Lessee.

16. Indemnity.

Subject to Paragraph 10 and to the extent allowed by law, each party shall indemnify, defend and hold the other party, and such party's affiliates, subsidiaries, directors, officers, managers, employees and contractors, harmless from and against any third party claim, action, damages, liability loss, cost or expense (including reasonable attorney's fees), resulting from or arising out of the indemnifying party's or any of its employees', contractors', subcontractors', servants', agents' or invitees' negligence or willful misconduct. The indemnifying party's obligation under this section are contingent upon its receiving prompt written notice of any event giving rise to an

obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. The indemnity obligations under this Section shall survive termination of this Agreement. Tenant and Lessor hereby waive any claim for any punitive, special, consequential damages or loss of profits against the other that may arise under this Agreement.

17. Hazardous Substances.

Lessor represents that it has no knowledge without a duty to investigate of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Tenant or Lessor will not introduce or use any such substance on the Site in violation of any applicable law, or permit any discharge or release of such substance on the Site. Tenant and Lessor will indemnify, defend and hold harmless each other from and against all Claims arising out of a breach of this paragraph. The indemnity obligations under this Section will survive termination of this Agreement.

18. Liens.

Tenant will not permit any mechanics, materialman's or other liens to stand against the Leased Site for any labor or material furnished the Tenant in connection with work of any character performed on the Leased Site by or at the direction of the Tenant. In the event that any notice of lien is filed or given, Tenant will, within twenty (20) days after the date of filing take action seeking the same to be released or discharged by either payment, deposit, or bond. Lessor shall be indemnified by Tenant from and against any losses, damages, costs, expenses, fees or penalties suffered or incurred by Lessor on account of the filing of the claim or lien.

19. Casualty or Condemnation.

In the event of any damage, destruction or condemnation of the Site, or any part thereof, not caused by Tenant that renders the Site unusable or inoperable in Tenant's reasonable discretion, Tenant may terminate this Agreement within thirty (30) days after the damage, destruction or condemnation, without penalty or liability provided however that notwithstanding the foregoing, Tenant shall not have the right to terminate this Agreement pursuant to this Paragraph 19 in the event the damage to the Site or the Tenant Equipment may be repaired by Tenant within one hundred and eighty (180) days from the date of such damage. If Tenant does not terminate this Agreement: (i) the Rent payable hereunder will be reduced or abated in proportion to the actual reduction or abatement of use of the Leased Site by Tenant; and (ii) Lessor will promptly make any necessary repairs to the Site caused by the damage or destruction and will be entitled to use any and all insurance proceeds to pay for any repairs. In the event Lessor has not proceeded to repair, replace or rebuild the Site within sixty (60) days after the damage or destruction, after giving thirty (30) days written notice and Lessor's failure to comply within that time frame, then Tenant may terminate this Agreement.

20. Condition of the Site.

Subject to the terms and conditions of this Agreement, Tenant hereby accepts the Site "AS IS" (IN THE CONDITION EXISTING as of the effective date of the Agreement), subject to all applicable zoning, municipal, county and state laws and ordinances governing the use of the Site and any covenants or restrictions of record and accepts this Agreement subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Except for any representations or warranties expressly contained in this Agreement, Tenant acknowledges that neither Lessor nor Lessor's agents have made any representations or warranties as to the present or future suitability of the Site for the conduct of Tenant's business. Lessor's duties and warranties are limited to those expressly stated in this Agreement and shall not include any implied duties or any implied warranties (including, without limitation, any implied warranty of suitability of Lessor's Site), whether now or in the future.

21. No Personal, Partnership or Corporate Liability.

Notwithstanding anything to the contrary contained herein, neither Lessor, nor any general or limited partner in or of Lessor, whether direct or indirect, nor any direct or indirect partners in such partners, nor any disclosed or undisclosed officers, shareholders, principals, directors, employees, partners, servants or agents of Lessor, nor any of the foregoing, nor any investment adviser or other holder of any equity interest in Lessor, their successors, assigns, agents, or any mortgagee in possession shall have any personal liability with respect to any provisions of this Agreement and, if Lessor is in breach with respect to its obligations, Tenant shall look solely to Lessor's interest in Lessor's Site for satisfaction of Tenant's remedies.

22. Subordination and Non-Disturbance.

This Agreement is subordinate to any mortgage or deed of trust of record against the Site as of the Effective Date or which Lessor may enter into in the future. Tenant agrees that it shall, upon request of Lessor, execute, acknowledge and deliver any and all reasonable instruments deemed by Lessor necessary or desirable to give effect to or notice of such subordination or priority.

23. Maintenance. Tenant will be responsible for repairing and maintaining the Tenant Equipment and any other improvements installed by Tenant at the Site in a commercially acceptable and reasonably safe condition; provided, however, if any repair or maintenance is required due to the acts or omissions of Lessor, its agents, contractors or employees, such shall be deemed a material breach of this Agreement and Tenant will notify Lessor and Lessor will promptly make the necessary repairs and/or maintenance. In the event Lessor fails to make the necessary repairs and/or maintenance, Tenant may elect to terminate this Agreement without penalty or liability and/or to make the necessary repairs and/or maintenance and in such an event, Lessor shall reimburse Tenant for the reasonable costs incurred by Tenant to restore the damaged areas to the condition which existed immediately prior thereto.

24. Successors and Assigns

- (a) This Lease shall be binding upon and inure to the benefit of the parties, their representatives, successors, personal representatives and assigns.

25. Miscellaneous

- (a) This Lease is governed under the laws of the State of New York.
- (b) This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations or any other communications among the parties, agents or assigns.
- (c) Each party will execute, within fifteen (15) business days after written request, an estoppel certificate or statement certifying that this Agreement is unmodified and in full force and effect or, if modified, describing such modification(s), and that the other party is not in default (beyond applicable cure periods), except as specified in the statement. The estoppel certificate may also certify the current rent amount and whether any rent has been paid in advance.
- (d) The provisions of the Agreement relating to indemnification from one party to the other party shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.
- (e) Lessor shall be solely responsible for any Tower markings or lighting required by the Federal Communications Commission or the Federal Aviation Administration.
- (f) This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same agreement. The original execution pages of counterpart copies of this Agreement may be attached to any one such copy to form a single, complete document. Execution of this Agreement by facsimile or electronic signature shall be effective to create a binding agreement and, if requested, Lessor and Tenant agree to exchange original signed counterparts in their possession.

The following Exhibits are attached to and made a part of this Agreement: Exhibit A (Site and Access Area Legal Descriptions) and Exhibit B (Specifications of Leased Site and Tenant Equipment).

Top Tower Realty, LLC

Lessor's Authorized Signature:  Date 10/27/2023

Name & Title of Authorized Person: Sandra Foschi, Managing Member

Phone: 631-725-0800

Town of Monroe, Connecticut

Lessee's Authorized Signature: _____ Date _____

Name & Title of Authorized Person: Kenneth Kellogg, First Selectman

Address: 7 Fan Hill Road, Monroe, CT 06468

Phone: 203-452-2821

Exhibit A

Legal Description of Premises

ALL that certain plot, piece or parcel of land, together with the buildings and improvements thereon erected, situate, lying and being at Noyac in the Town of Southampton Suffolk County, New York, more particularly bounded and described as follows:

BEGINNING at a point on the southwesterly side of Millstone Road, distance 994.20 feet northwesterly, as measured along the southwesterly side of Millstone Road, as it turns, from the corner formed by its intersection with the northerly side of Middle Line Highway and;

RUNNING THENCE South 62 degrees 39'30 West, 319.40 feet to land now or formerly of Arthur H. Newman;

THENCE along said land now or formerly of Newman North 29 degrees 20' 38" West 411.30 feet to other land now or formerly of Arthur H. Newman;

THENCE along said land now or formerly of Arthur H. Newman North 60 degrees 39' 22" East 248.03 feet to the southwesterly side of Millstone Road;

THENCE in a generally southeasterly direction along the southwesterly side of Millstone Road

(1) South 46 degrees 23' 38" East 314.26 feet and

(2) on an arc bearing to the right with a radius of 137.25 feet for a distance of 128.46 feet to the point or place of BEGINNING.

THE PREMISES herein are identified on the Suffolk County Real Property Tax Map as DISTRICT 0900, SECTION 022.000, BLOCK 01.00. LOT 064.000 and is known as 1017 Millstone Road, Noyac, Sag Harbor, but this reference for information only and is not intended to alter or modify the metes and bounds description set forth above.

Exhibit B

Specifications of Leased Site and Tenant Equipment

1. Specifications:

1) Tower Installation:

- a) 1 Shively 6812B antenna mounted on a 15 ft pole with a center of radiation at 111 ft AGL**
 - b) 1 Scala CL-FMRX FM Log-Periodic Receive Antenna at 50 ft AGL**
- 2) Rack Equipment Layout: 1 Crown 100 watt 100.3 Mhz FM translator**



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Lisa Pane, EMS Administrator
Craig Rosenberg, EMS Chief
Keith White, Chief of Police

Subject: Resolution Regarding the Accentable Services, Inc. Terms of Service

There are occasions when our Emergency Medical Services ("EMS") personnel respond to emergency calls and determine that a language barrier exists that impacts patient assessment and the delivery of emergency medical care. Our EMS Administrator has recommended implementation of a phone-based interpreting service through an annual subscription with Accentable Services, Inc. The annual subscription is a minimal cost of \$118.80 per year and includes 120 minutes of service.

This agreement, which is provided for your review and consideration, has been reviewed by our Town Attorney who provided the attached opinion letter.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-132: RESOLVED, that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Terms of Service Agreement with Accentable Services, Inc. for Over-the-Phone Interpreting Services for Emergency Medical Services.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
EMS-Agreement for the provision of interpreting services (“Agreement”) by and between
Town of Monroe-EMS (“Town”) and Accentable Services, Inc. (“ASI”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the Agreement by and between the Town-EMS and ASI for the provision of over-the-phone interpretation services to assist EMS personnel when it requires same in conjunction with its service to the Town.

Based upon its scope and content, and pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreement and recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,



Francis Lieto



Terms of Service

1. Services.

Accentable Services will provide Over-the-Phone Interpreting Services (“Service” or “Services”) as requested by Client according to the following Terms of Service Agreement.

2. Authority.

If you are accepting this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement in which case the term “Client” shall refer to such entity.

3. Term.

This Agreement will become effective on the date of signature and will continue in effect for one year. It will automatically renew for a one-year period if neither party notifies of intent to cancel.

4. Payment and Conditions for Services.

Client is subscribing to Services according to the following Plan:

Special Annual Subscription: The Special Annual Subscription costs \$118.80 per year and includes 120 minutes of Over-the-Phone Interpreting Services. For additional minutes used or requested, Client will be billed once a month at the rate of \$0.99 per minute.

Client agrees to pay the Plan subscription, any and all Service fees, and any related charges.

Client acknowledges that Interpreting Services are counted in one-minute increments. In addition, Client acknowledges that any unused Plan minutes will not be refunded, reimbursed, credited or rolled over.

Client agrees to pay for all Services and charges obtained using its Account Number and/or Account Access. Client can obtain a new Account Number and/or Account Access at any time upon request. Furthermore, Client should request a new Account Number and/or Account Access if Client suspects that any unauthorized parties have obtained the Account Number and/or Account Access.

Client acknowledges that using any Over-the-Phone Interpreting Services outside of the US/Canada service area may incur long-distance telephone charges. Client agrees to pay for such charges, if applicable.

If Client disagrees with the amount of any fee or charge, Client must notify Accentable Services in writing (by email is acceptable) within fifteen (15) days of the receipt of the invoice or notice of the charge, or Client waives any claim related to the fee or charge.

5. Invoicing and Payment Method.

Client will be invoiced via email for all amounts due. Payment must be received by Accentable Services within thirty (30) days from the date of the invoice, or as otherwise mutually agreed.

Accentable Services accepts payment by credit card, ACH and check. Client authorizes Accentable Services to use a third party to process payments, and consents to the disclosure of payment information to such third party.

6. Scheduled Interpreting Sessions.

Client may schedule Interpreting Services in advance. For confirmed bookings, there is a minimum fee equal to 30 minutes, or the duration requested at time of scheduling, regardless of actual time spent during the interpreting session. If cancelation is not received at least 48 hours before the scheduled session, Client will be charged the 30-minute minimum fee, or if the Client reserved a specific length of time longer than 30 minutes, charged for the scheduled length of the session.

7. Representations and Warranties. Accentable Services represents and warrants to Client that Accentable Services shall provide the Services in conformity with good commercial practice, the terms and conditions of this Agreement, and the reasonable instructions of Client.

8. Cancelation of Service. Client may cancel Service at any time. However, Client is responsible for paying for all Plan subscriptions, Service fees and/or any other applicable charges that were incurred before Service was canceled.

9. Late Fees/Nonpayment Charges. After 90 days, Accentable Services reserves the right to additionally assess finance charges at the lesser amount of fifteen percent (15%) per year (or 1.25% per month) or the maximum amount permitted by law, until amounts due have been paid in full.

10. Limitation on Liability. Accentable Services' aggregate liability for damages for any claim or cause of action related to or arising out of this Agreement, whether in contract, negligence or tort, will not exceed the fees and charges paid by Client to Accentable Services under this Agreement for the 12 months prior to the date such liability accrued. No action may be brought more than two (2) years after the cause of action has accrued.

The undersigned have executed this Agreement:

Client: _____

Accentable Services, Inc.

Signature: _____

Signature:

Name of Authorized Signatory:

Name of Authorized Signatory:

Title: _____

Title:

Date: _____

Date:



TOWN OF MONROE

OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Kim Cassia, Director of Community & Social Services

Subject: Resolution Regarding Memorandum of Understanding with RW Solutions, Inc.

As you will recall from my report to Town Council from earlier this year, we launched a federally-funded congregate meal program in partnership with the Southwest Agency on Aging ("SWCAA") and RW Solutions, Inc. ("RW"). Through this Elderly Nutrition Program, we offer a healthy and nutritious lunch option every Wednesday at the Senior Center. Members over age 60 can register to participate in the meal program at no cost. For those that can afford to do so, there is a suggested \$3 - \$5 donation. The actual cost of the meal service provided, which is funded through the Older Americans Act, is \$10.85 per meal.

Our Director of Community & Social Services advised me last week that SWCAA is now requiring a Memorandum of Understanding for this program, retroactive to October 1, 2023. RW has provided the attached MOU, which has been reviewed by our Town Attorney, whose opinion letter is also attached.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-133: RESOLVED, that that Kenneth M. Kellogg, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Memorandum of Understanding (FY 2023-2024), and any associated documents by and between RW Solutions, Inc., for the Elderly Nutrition Program.

Thank you.



TOWN OF MONROE

OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road
Monroe, CT 06468
Mobile: 203-331-2597
www.monroect.org

Francis Lieto
Town Attorney
flieto@monroect.org

November 9, 2023

VIA ELECTRONIC DELIVERY

Hon. Kenneth M. Kellogg
First Selectman
Town of Monroe
7 Fan Hill Road
Monroe, CT 06468

RE: Letter of Opinion
Memorandum of Understanding (“Agreement”) regarding Elderly Nutrition Program meals per OAA-
Title III by and between the Town of Monroe-Senior Center (“Town”) and RW Solutions, Inc. (“RWI”)

Dear First Selectman Kellogg:

At your direction, I have reviewed the attached Agreement between the Town and RWI regarding the provision of services to the Town Senior Center related to the administration of meals pursuant to the Elderly Nutrition Program utilizing funds from the Older Americans Act, Title III Grant.

Based upon the scope and substance thereof and further pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I hereby approve the Agreement in form and substance and recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

Please do not hesitate to contact me with any questions or comments related to this matter at your leisure.

Respectfully,


Francis Lieto

Memorandum of Understanding (FY 2023-2024)

By and between Monroe Senior Center and RW Solutions, Inc.

This Memorandum of Understanding sets out the terms by which Older Americans Act, Title III funds can reimburse the congregate meals served and prepared for Monroe Senior Center as part of the Greater Bridgeport Senior Nutrition Program. The Memo shall describe the process and requirements of the Elderly Nutrition Program (ENP) as it relates to the provision of a single mid-day meal at Monroe Senior Center located in Monroe, Connecticut.

Authorized Contacts:

Host Site- Monroe Senior Center

Kimberly Cassia, 235 Cutlers Farm Road, Monroe, CT 06468; 203-452-2815

First Selectman

Kenneth Kellogg, Monroe Town Hall, 7 Fan Hill Road, Monroe, CT 06468; 203-452-2821

Elderly Nutrition Program (ENP) - RW Solutions, Inc.

Rose Booker, 200 Myrtle Street New Britain CT 06053; (860) 229-7700

Roles and Responsibilities:

The Tables below outline the roles and responsibilities of each party in this agreement.

Senior Nutrition Program Responsibilities	
Provisions by RW Solutions	RW Solutions, Inc. agrees to provide meals for elderly people at the above-named site upon execution of this agreement. Currently, the day of operation is Wednesday, 9:00am – 1:00pm. However, the number of days open could again change at any time depending on funding levels and participation. The actual cost of the meal service provided at your site is calculated @ \$10.85 per meal.
Paid Staff	Functions include: Arranging all aspects of meal service at site as directed by the Senior Nutrition Program Coordinator, including daily set up and clean-up of the kitchen and dining area relating to Senior Nutrition Program. In addition, responsibilities include collecting, safeguarding, and depositing donations; registering new clients and tracking attendance for meal services utilizing equipment provided by RW Solutions (other duties noted on job description).

<p>Technical Support and Training</p>	<p>RW Solutions, Inc. agrees to supervise and train the site manager along with meal site volunteers. RW will provide ongoing training as needed. Site Manager will attend yearly training provided by CANASP, which meets the requirements listed in The State of Connecticut Regulation of Department of Public Health, QFO Testing Requirements, Section 1. Subsection of 19-13-B42:</p> <ul style="list-style-type: none"> 8) Responsibilities of qualified food operators <ul style="list-style-type: none"> (A) The qualified food operator is responsible for operating the food service establishment in compliance with all the provisions of section 19-13-B42 of the Regulations of Connecticut State Agencies. The qualified food operator of each food service establishment is responsible for ensuring training of food preparation personnel. The following are exempt from the examination requirement for qualified food operators but shall receive training from any qualified food operator: <ul style="list-style-type: none"> (i) volunteers who serve meals for a nonprofit organization; and (ii) persons who serve meals at registered congregate meal sites funded under Title III of the Older Americans Act of 1965, as amended, which were prepared under the supervision of a qualified food operator. All such personnel shall receive training that shall include but not necessarily be limited to: instruction in proper food temperature control; food protection; personal health and cleanliness; and sanitation of the facility, equipment, supplies and utensils. The qualified food operator of each food service establishment shall maintain written documentation of a training program, and training records of individual employees, and shall make these records available to the local health department upon request. The owner, operator, manager or qualified food operator of a food service establishment at a nonprofit organization or registered congregate meal site for senior citizens shall maintain such documentation and make such records available to the local health department upon request.
<p>Grievance Procedure</p>	<p>RW Solutions, Inc. will provide a Grievance Procedure that includes RW’s Ethics Hotline. This Procedure will be available to all participants who eat at meal site. Grievance Procedure will be available via Café Manager and listed in The Greater Bridgeport Café Pamphlet.</p>

Congregate Site Monitoring	RW Solutions, Inc. will complete quarterly, unscheduled monitoring visits to ensure all Operational Procedures and State Regulations are followed. The State Unit on Aging Nutrition Educator will conduct an unscheduled visit throughout the year. The Assistant Grants Manager from the Southwest Agency on Aging will also conduct an unscheduled visit at least one time per year.
Client Satisfaction Survey	RW Solutions, Inc. will provide all café participants with an annual survey in August. RW will share summarized results with the Southwest Agency on Aging and Host Site upon survey completion.
Congregate Menu and Submission Approval	RW Solutions, Inc. Registered Dietician will develop menus that must meet or exceed State requirements for 1/3 RDI and include required nutritional components. The RD will then submit the menu to the State Unit on Aging for approval. The Registered Dietician, Director of Food Service, Lead Kitchen Supervisor, and Nutrition Coordinator work together to review and ensure menu has variety, color and introduce new menu items regularly. They also work together to develop upgraded meals for special events. Completed menu will be provided to the Host Site by the 5 th of the preceding month.
Form 5 Registration	Host Site will register all new participants on site by filling out Form 5 in its entirety. Form 5 is then sent to ENP office for review and to validate participant is not on the Home Delivered Meal Program. ENP will then submit to Southwest Agency on Aging via a link provided by AAA.
Track and Monitor reservations	Host Site is responsible to track and make all reservations for lunch. They will monitor who participates daily and keep an accurate record of who has had lunch. This will ensure an accurate record for the end of the month reporting.
Collect and Track all Donations Amounts	Café Manager will provide coin envelopes to all participants to ensure their anonymity. A collection box is provided for all donations. Host Site is responsible for storing and handling of all donations. Donations are then sent to ENP office daily via Delivery Driver. Donations are then recorded and deposited weekly.
Nutrition Counseling On-Demand of Meal Participant	Participants in the Elderly Nutrition Program are entitled to nutrition counseling upon request. The Café Manager, a representative from the Host Site, or participant can make a referral to RW Solutions for Counseling. RW Solutions, Inc. Registered Dietician will then provide counseling. Counseling will be provided in-person at meal site or by telephone.
Congregate Nutrition Education	Participants in the Elderly Nutrition Program are entitled to nutrition education. RW Solutions will coordinate with Host Site to set the schedule quarterly. RW's Registered Dietician will provide the education.
Health Inspections	Health Inspections by the local health department are a Program requirement. All reports must be sent to ENP to keep on file. A copy will also be sent to the Southwest Agency on Aging.

Café Signage	RW Solutions, Inc. will provide all required signage for meal site. Signage must be visible to all participants in the dining area. Signage will be updated as needed. Signs required include: -Reservation Policies -The Full Cost of Each Meal -Suggested Client Contribution -Eligibility Requirements, “Attention Consumers...” -Food Removal Policy -Grievance Policy
Insurance Liability	RW Solutions, Inc. maintains a Certificate of Liability for the space provided by Host Site during the hours of operation.
Host Site Responsibilities	The host agrees to provide the facility as specified below for purposes of the RW Solutions Senior Nutrition Services for the effective period, upon execution of this agreement.
Schedule	The Host agrees to make the above-named site acceptable and available for Senior Meal Services on serving days and times specified on the 1 st page of this agreement.
Facility	The facility must be accessible to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973. The host shall provide toilet facilities equipped for use by persons with disabilities. The Host agrees to maintain health and fire standards of the site facility. The Senior Community Café should be designed, constructed and maintained in compliance with all Federal, State, and local building, safety and fire codes. In addition, the Host shall make arrangements for: 1. The clear identification of hazards such as high steps, steep grades, etc. 2. A safe and secure interior and exterior with well-lit areas and paved exterior walkways free of debris cleared of snow and ice in the winter months. 3. At least one fire extinguisher with a minimum of 2-A rating for each floor, including the basement. Fire extinguishers must also be inspected and approved annually. 4. An annual on-site fire safety inspection by the local fire department or any other fire safety authority. 5. Emergency exits to be unobstructed, unlocked, and clearly marked. 6. Room temperatures must be maintained at a level to ensure the comfort and health of consumers throughout the year.
Maintenance/Housekeeping	The Host shall provide sufficient maintenance and housekeeping to assure that the building is clean, sanitary, and safe when the Cafe is open. In addition, the Host agrees to donate the use of the below designated facilities for use by RW Solutions, Inc.: a) Kitchen Facility b) Telephone

	<p>c) Locked Storage Area</p> <p>d) Dining Facility</p> <p>e) Furnishings</p> <p>f) Lavatory Facility</p> <p>g) Utilities</p> <ul style="list-style-type: none"> • Provision shall be made for frequent, safe, and sanitary disposal of trash and garbage. • Painting and redecorating shall be done as appropriate. • Provisions should be made for equipment maintenance, repair and replacement. The refrigerator must maintain a temperature of 40°F or lower and the freezer must maintain a temperature of 0°F or lower.
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Mutual Agreements	
RW Solutions and Host Site agree to the following:	
Name	Any mention of this program in any type of facility will refer to this program as "The RW Solutions Senior Nutrition Services funded under Title III of the Older American Act" through Southwestern Connecticut Area Agency on Aging.
Serving Days	The calendar menu for each month will show serving days, scheduled holidays, training days, etc. Closing due to weather conditions is announced on local radio stations and TV stations by 7:30 a.m. on the day of the closing. The Host will notify the Senior Nutrition Service's personnel, as far in advance as possible should it be necessary to close the facility for any other reason.
Non-Discrimination	The meal site facility will be open and available to all persons aged 60 and older and will not discriminate on the basis of gender, race, national origin, age, sexual orientation, religion and/or handicap.
Assignment of this Agreement	The Host shall not assign its responsibilities under this agreement to any other. RW Solutions, Inc. may assign its rights and responsibilities under this agreement to another entity approved by the Board of Directors of Southwestern Connecticut Area Agency on Aging to operate the Senior Nutrition Services, upon sixty (60) days written notice to the Host.
Termination of this Agreement	The Senior Nutrition Services may cancel this agreement at any time if project guidelines are not adhered to, if client participation decreases to a level where it is no longer feasible to operate the site, or if funding is discontinued by Southwestern Connecticut Area Agency on Aging. This agreement may be terminated by the Host Site Agency with sixty (60) days written notice.

Upon authorized signatures from each party, this agreement is in place from October 1, 2023 – September 30, 2024 and may be amended as necessary for changes where all parties agree.

Signatures: The signatures below indicate agreement and commitment to the terms set forth in this Memorandum of Understanding.

Kenneth Kellogg
First Selectman
RE: Monroe Senior Center

Rose Booker
Director of Food Services
RW Solutions, Inc.

Date: _____

Date: _____

[End of Document]



TOWN OF MONROE

DEPARTMENT OF PUBLIC WORKS

7 Fan Hill Road

Monroe, CT 06468

Phone: 203-452-2814

www.monroect.org/PublicWorks

Date: 11-3-2023

To: Ken Kellogg

From: Chris Nowacki, Director

cc: Ron Bunovsky, file

Subject: Increase to Solid Waste Hauler Fees

As you are aware, we collaborate with the Towns of Trumbull and Easton in the use of the Trumbull Transfer Station. Private haulers operating in the Town of Monroe are required to dispose municipal solid waste as the Trumbull location. The Town of Trumbull allocates certain costs of the operation of the facility and we in turn pass along these costs to the haulers in the form of a disposal fee. Our current hauler disposal fee of \$110 per ton, which went into effect on October 1, 2019, needs to be increased. I have analyzed the current costs with the Finance and pursuant to § 452-6(B) of the Town Code, I recommend the disposal fee be increased to \$132 per ton in order to cover the current increase in cost.

The Town of Trumbull's monthly cost to operate the facility has increased from \$35,030 to \$43,694.02. The Greater Bridgeport Regional Solid Waste Interlocal Committee disposal tipping fee for municipal solid waste brought to the Wheelabrator "trash to energy" facility in Bridgeport has increased from \$63.58 to \$70.49 per ton.

Thank you.



TOWN OF MONROE


OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road
Monroe, CT 06468
Phone: 203-452-2821
www.monroect.gov



Date: November 9, 2023

To: Jonathan Formichella, Town Council Chair

From: Kenneth M. Kellogg, First Selectman 

cc: Chris Nowacki, Director of Public Works
Ron Bunovsky, Director of Finance

Subject: Resolution Regarding Increase to Hauler Fees

The Town has a long-standing collaboration with the Towns of Trumbull and Easton in the use of the Trumbull transfer station. Pursuant to the Town Code, private haulers operating in the Town of Monroe are required to dispose municipal solid waste at the Trumbull location. From there, it is further processed, consolidated, and transported to the Wheelabrator "trash to energy" facility in Bridgeport.

The Town of Trumbull allocates certain costs of the operation of their facility on a volume and per capita basis. The Town of Monroe, in turn, passes along those costs to the hauler in the form of a disposal fee. That charge, currently \$110 per ton, has not been adjusted since 2019.

Since 2019, Trumbull's monthly cost to operate the facility has increased by nearly 25%, from \$35,030 to \$43,694 per month. The Greater Bridgeport Regional Solid Waste Interlocal Committee disposal tipping fee for municipal solid waste brought to Wheelabrator has increased by almost 11%, from \$63.58 to \$70.49 per ton.

As a result, our Directors of Public Works and Finance have recommended that the Town's hauler fees be increased by 20%, to \$132 per ton.

I ask that you place the following resolution on the agenda of your next meeting for consideration and adoption:

RESOLUTION #23-134: RESOLVED, that pursuant to §452-6(B) of the Town Code, a disposal charge of \$132 per ton of solid waste shall be established effective January 1, 2024.

Thank you.