

**BRANFORD REPRESENTATIVE TOWN MEETING
LEGAL NOTICE AND CALL
December 14, 2022 8:00 p.m.**

RECEIVED
2022 DEC - 14 AM 10:24
MAY EMMETT
BRANFORD TOWN CLERK

The RTM will be convened on Wednesday, December 14, 2022 at 8:00 p.m. at Fire Headquarters, 45 North Main Street, to consider and act upon the following matters:

1. Roll Call.
2. Approval of minutes of the 10/12/22 meeting.
3. Reception of communications, reports of committees, and citizen petitions.
4. To consider and if appropriate, Review Tree Warden Ordinance, Charter 16, Article 11 of the Town Code.
5. To consider a request from the Town Planner, pursuant to a policy adopted by Planning and Zoning, that Branford “opt-out” of universal “as-of-right” accessory dwelling unit additions for property owners, and if appropriate, approve the following resolution:

RESOLVED: *“That having received notice that the Planning and Zoning Commission, after a duly warned Public Hearing per CGS Section 8-7d, the Town of Branford has voted to “opt-out” of provisions Section 6, subsection (a) to (d) of Public Act 21-29, the RTM as the legislative body of the Town of Branford “opts-out” of Section 6 subsection (a) through (d) of Public Act 21-29 as provided for by Section 6, subsection (f) of said Public Act.”*

6. To consider, and if appropriate, adopt a policy for virtual meetings into our Town Meeting Rules.
7. To consider and if appropriate, approve the Board of Finance recommended Capital Fund 700, 720, and 730 Reports pursuant to the Capital Projects Ordinance Sec. 47-4 Expiration of Funds. (Detailed list attached.)
8. To consider and if appropriate, approve a transfer request from undesignated fund balance for Town Green improvements and the resolution as follows:

General Fund

Increase:

10190000-480296	Fund Balance	\$200,000
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Increase:

10150000-599102	Operating Transfers Out – Fund 203	\$200,000
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Fund 203

Increase:

20390000-490010-xxxxxx	Transfer In	\$200,000
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20343050-411350-xxxxxx	State Grants	500,000
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Total	\$700,000
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Increase:

20343050-544300-xxxxxx	Town Green Improvements	\$700,000
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(continued from page 1)

RESOLVED: That the RTM approves an increase in appropriations for the fiscal year 2023 General Fund budget from \$124,524,065 to \$124,724,065. This increase will be funded through an appropriation from fund balance and STEAP grants and will be used to fund improvements to the Town Green.

- To consider and if appropriate, approve a transfer request from the Finance Director regarding the Harbor Street Culvert Project and the resolution as follows:

General Fund

Increase:

10190000-480296	Fund Balance	\$97,000
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Increase:

10150000-599132	Operating Transfers Out – Fund 730	97,000
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Fund 730

Increase:

73090000-490010-15372	Transfer In	\$97,000
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Decrease:

73090000-490040-15372	Bond Proceeds	97,000
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RESOLVED: That the RTM approves an increase in appropriations for the fiscal year 2023 General Fund budget from \$124,724,065 to \$124,821,065. This increase will be funded through an appropriation from the undesignated general fund balance.

- To consider, and if appropriate, hear a request from the Board of Education for the following re-designation request:

From:

70048000-579410-20403	BHS-Entrance Security Upgrade (Extend)	\$30,498
70048000-579410-20405	INS- “ “ “ (Extend)	101,185
70048000-579410-15408	INS-Asbestos Abatement Flooring (Redesignate/Combine)	26,075
70048000-533960-19408	BHS Architectural Study Sports Complex (Redesignate/Combine)	15,000
70048000-579410-20407	System-wide Door Replacements (Transfer/Combine)	28,584
70048000-544300-19410	Code Compliance (Transfer/Combine)	<u>1,851</u>
	Total	\$203,192

To:

70048000-579410-22415	BHS-Entrance Security Upgrade (New Project)	\$30,498
70048000-579410-20416	INS- “ “ “ (New Project)	101,185
70041190-579150-22407	System-wide Door Replacements (Increase FY22 Project)	69,659
70041190-579150-22404	Code Compliance-Bldg. & Fire Codes (Increase FY22 Project)	<u>1,851</u>
	Total	\$203,192

11. To consider and if appropriate, approve a transfer request from the First Selectman for consulting services related to athletic field improvements as follows:

From:

26090000-480296-xxxx Fund Balance Transfer \$400,000

To:

26041020-588320-xxxx Consulting Services-Field Study 400,000

RESOLVED: That the RTM approves an increase in the ARPA fund budget from \$2,327,000 to \$2,727,000. This appropriation will be for consulting services related to WIS athletic field improvements, and the development of a strategic plan for athletic facilities town wide. This will be funded through an appropriation from the ARPA fund balance.

12. Discussion regarding ARPA fund allocations, and if appropriate, approve the following resolutions:

RESOLVED: That the RTM acknowledges the Branford community's desire to use a portion of the American Rescue Plan's allocation to assist nonprofit organizations within the Town that have suffered negative impacts as a result of the pandemic. Therefore, the RTM hereby declares its intent to reserve \$425,000 of the Town's \$8,257,021 allocation.

RESOLVED: That the RTM requests the First Selectman to research and provide administrative and distribution options to the Board with regard to local non-profit organizations negatively impacted by the pandemic.

13. To consider and if appropriate, approve the calendar of RTM meetings for 2023.

14. Any other business to come before the RTM.

15. Adjournment

Dennis T. Flanigan, Moderator

Dated this 30th day of November, 2022



PLANNING AND ZONING COMMISSION

Item #5

1019 Main Street, PO Box 150, Branford, CT 06405
Tel: (203) 488 - 1255, Fax: (203) 315 - 2188

October 4, 2022

Dennis T. Flanigan
Moderator, Representative Town Meeting
Town of Branford
1019 Main Street
Branford, Connecticut 06405

Mai Stephen
BRANFORD TOWN CLERK

2022 OCT -4 P 4: 13

RECEIVED

Re: P.A. 21-29 Accessory Dwelling Units (a.k.a. Accessory or In-law apartments)

Dear Mr. Flanigan:

I am writing on behalf of the Planning and Zoning Commission Public Act 21-29 included many changes to state statutes regarding municipal zoning authority. One of them affects how the Town may regulate Accessory Dwelling Units (ADU's). Currently, these are only allowed in the residential zoning districts with larger lot requirements R-3, R-4, and R-5 zoning districts (see annotated Zoning Map attached) after issuance of a Special Exception (requires notice to the neighbors, a Public Hearing, and the approval by the Planning and Zoning Commission). In the other residential zones with smaller lot size requirements (R-1 and R-2) accessory apartments are not allowed, but in these districts two, three, and four unit dwellings are allowed as long as sufficient land area is provided on the property involved and after a Public Hearing.

The changes to state law regarding ADU's made by PA 21-29 mandate that municipalities must allow them on all properties that contain a single family dwelling (regardless of the zoning district within which the properties are located) as-of-right (no notice to the neighbors, no Public Hearing, and no consideration by the Planning and Zoning Commission allowed). No consideration can be given to the density of existing development, existing parking concerns that may be exacerbated by the ADU, or any needs for additional fencing or landscaping to offset impacts of the parking or access to the ADU on abutting residents/properties.

However, PA 21-29 did contain a provision for municipalities to "opt-out" of the above mandates, allowing the municipalities to prohibit ADU's or control them and the locations where they would be allowed to a greater extent that would otherwise be allowed. **The process must be completed by December 31, 2022 or the Town loses the option to opt-out.** The opt-out process requires action by both the Planning and Zoning Commission and a municipality's legislative body (in Branford, of course, the RTM).

Planning and Zoning Commission action:

P.A. 21-29 requires that a Public Hearing be held by the Planning and Zoning Commission before at least a two-thirds vote of the Commission to opt-out. The Commission has held the public hearing and voted unanimously to opt-out and forward this decision to the RTM for its review and, hopefully, concurrence.

RTM action:

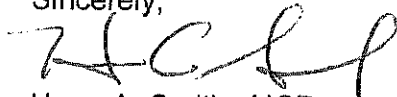
The process provided in P.A. 21-29 also requires at least a two-thirds vote of the municipality's legislative body (RTM) to complete the opt-out process.

Why the Planning and Zoning Commission voted to opt-out:

In making its decision to "opt-out" the Planning and Zoning Commission cited the following reasons:

- 1) ADU's are already allowed in the majority of the area of Town zoned residential.
- 2) The Planning and Zoning Commission wanted to retain the ability to determine what provisions the Zoning Regulations should contain regarding ADU's.
- 3) The Planning and Zoning Commission wanted to retain the Public Hearing (including the notification of neighbors) that was part of the Special Exception process which would be prohibited if the Town did not "opt-out." The Commission felt this process provided for the airing of any concerns that the proposed ADU may create and allow the Commission to ensure adequate parking was available and require landscaping/fencing if screening of parking etc. was needed.
- 4) The current Special Exception process (in place since the 1990's) had not resulted in the denial of proposals for ADU's.
- 5) The R-2 zoning (where ADU's are not currently allowed) allows very small lots (4,500 sq. ft. – approx. 1/10 acre).

Sincerely,



Harry A. Smith, AICP
Town Planner

p.c. Charles R. Andres, Chairperson – Planning and Zoning Commission
James B. Cosgrove, First Selectman
Lisa E. Arpin, Town Clerk

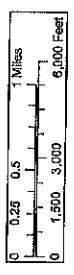
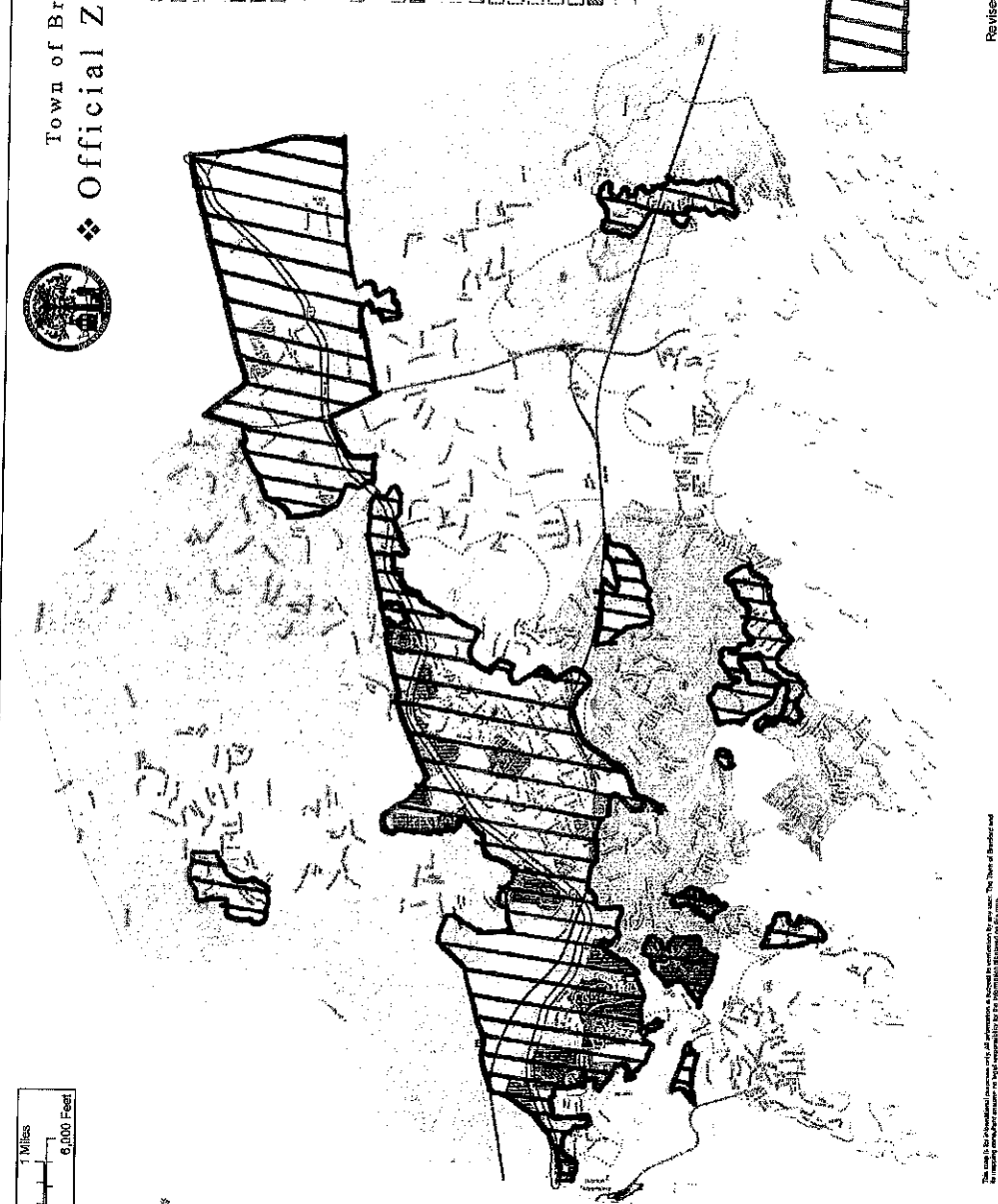
Town of Branford, CT
Official Zoning Map



Branford Zoning

- Amended Business (AB)
- Mixed Use (MU)
- Local Business (BL)
- United Business Hybrid Near-District (BL/UB)
- Business Center (BC)
- Overseas Park (OP)
- General Industrial 1 (GI-1)
- General Industrial 2 (GI-2)
- Residential 1 (R-1)
- Residential 2 (R-2)
- Residential 3 (R-3)
- Residential 4 (R-4)
- Residential 5 (R-5)
- Multi-Family Residential (MF)
- Age Restricted Housing District (ARHD)
- Possible Subsidized Housing (PSH)
- Planned Development District (PDD)
- Pine Orchard Zoning
- Stone Creek Village District
- Stone Creek Village District
- Short Beach Zoning
- Access Management Overlay
- Innovative Playway Overlay District (IBOD)
- County Boundary
- Railroad

AREAS WHERE ADUS ARE NOT ALLOWED



Revised September 1, 2022



The user is the professional licensee and all information is subject to verification by the user. The Town of Branford and NECEO shall not be held responsible for any information obtained on the map.

**ANNOTATION BY
 H. SMITH
 TOWN PLANNER 10/1/22**

RECEIVED
OFFICE OF THE TREASURER
BRANFORD, CONNECTICUT
2022 NOV 23 A 11: 32

Item #7

1019 MAIN STREET
POST OFFICE BOX 150



Kae E. Appin
BRANFORD TOWN CLERK

(203) 315-0663
Fax: (203) 315-3736
www.branford-ct.gov

Date: November 22, 2022

To: Joseph Mooney
Board of Finance

From: James Finch
Finance Director

Re: Capital Projects Transfer Request

As you may recall in September our office presented to the Board of Finance three separate fund reports listing various capital projects that were required by ordinance to be extended or closed with the balance being swept to the appropriating fund which in most cases is the general fund. In the case of those projects being combined and/or extended a new FY 2022 project will be established in the financial system unless a FY 2022 project for the same purpose already exists in which case the dollars will increase the budget in that account.

As a result, I am requesting approval of the attached transfers. The transfers and actions are organized by committee and fund to assist the RTM in developing their agendas. I would also like to note, however, that in some cases the dollar amounts may be different from the September report due to subsequent activity.

Item #7

ADMINISTRATIVE SERVICES

FUND 700 - CAPITAL FUND

FROM:

70041190	579200	08319	New Tax/Financial System	Transfer/Combine	446.44
70041190	579200	09310	MUNIS - Project Accounting Module	Transfer/Combine	2,681.00
70041190	579450	14304	TCM Upgrade Equipment	Transfer/Combine	1,804.65
70041190	579200	17302	Online Permitting Software	Extend	17,384.31
70041190	579150	17303	Police Dept - Body Cameras	Extend	340.00
70041190	579150	20318	Technology Acquisitions - Phone System	Extend	36.85
					<hr/>
					22,693.25

TO:

70041190	579450	22318	Financial System Upgrades/Projects	New Project	4,932.09
70041190	579200	22319	Online Permitting Software	New Project	17,384.31
70041190	579150	22320	Police Dept - Body Cameras	New Project	340.00
70041190	579150	22321	Technology Acquisitions - Phone System	New Project	36.85
					<hr/>
					22,693.25

PUBLIC SERVICES

FUND 700 - CAPITAL FUND

FROM:

70041170	544300	11314	Town Clerk Vault	Transfer/Combine	7,000.00
70041170	544300	12315	Town Clerk Vault	Transfer/Combine	15,000.00
70041170	544300	13307	Town Clerk Vault Upgrades	Transfer/Combine	15,000.00
70041170	544300	14365	Town Clerk Vault Upgrades	Transfer/Combine	15,000.00
70041170	544300	15319	Town Hall - Exterior Front Steps Maintenance	Transfer/Combine	8,080.00
70041170	544300	15320	Town Clerk Vault Upgrades	Transfer/Combine	15,000.00
70041170	544300	16305	Police Dept - Carpet Replacement	Extend	6,411.00
70041170	544300	16319	Town Hall - Exterior Front Steps Maintenance	Extend	35,000.00
70041170	544300	16320	Town Clerk Vault Upgrades	Transfer/Combine	15,000.00
70041170	544300	17310	Town Clerk Vault Upgrades	Transfer/Combine	15,000.00
70041170	544300	18303	Town Clerk Vault Upgrades	Transfer/Combine	15,000.00
70041170	579410	18310	Transfer Station Roof Rep/Bldg Repairs	Transfer/Combine	145,542.00
70041170	579410	19312	Town Buildings - HVAC Equipment Replacement	Transfer/Combine	4,629.00
70041170	544300	19315	Future Energy Savings Projects	Transfer/Combine	3,323.15
70041170	579350	20220	Vehicles (GGB)	Extend	7,500.00
70041170	579250	20306	HVAC Equipment Replacement	Transfer/Combine	8,300.00
70042060	579350	14371	Vehicles (Animal Shelter)	Transfer/Combine	1,213.55
70042060	579350	15303	Vehicles (Animal Shelter)	Transfer/Combine	4,820.00
70043010	579300	19301	Center Decorative Lights	Extend	20,000.00
70043010	579480	19302	Paving - Town Parking Lots	Extend	5,609.04
70043010	579480	20311	Paving - Town Parking Lots	Extend	57,650.00
70043040	544300	11319	Tip Floor Repair - Transfer Station	Transfer/Combine	26,077.84
70043040	579400	15311	Transfer Station Improvements	Transfer/Combine	136,481.30
70043040	579400	16311	Transfer Station Improvements	Transfer/Combine	15,000.00
70043050	579480	12321	Rose Hill Rd/Pent Rd Sewer Extension	Extend	1,100,000.00
70043050	533900	14308	GIS Database Update	Extend	776.25
					<hr/>
					1,698,413.13

PUBLIC SERVICES (Continued)

TO:					
70041170	579410	22322	Town Clerk Vault Upgrades	New Project	112,000.00
70041170	544300	22323	Town Hall - Exterior Front Steps Maintenance	New Project	43,080.00
70041170	544300	22324	Police Dept - Carpet Replacement	New Project	6,411.00
70041170	579410	22325	Town Buildings - HVAC Equipment Replacement	New Project	12,929.00
70041170	579350	22326	Vehicles (GGB)	New Project	7,500.00
70042060	579350	22327	Vehicles (Animal Shelter)	New Project	6,033.55
70043010	579300	22328	Center Decorative Lights	New Project	20,000.00
70043010	579480	22329	Paving - Town Parking Lots	New Project	63,259.04
70043040	579400	22330	Transfer Station Improvements	New Project	323,101.14
70043050	579480	22331	Rose Hill Rd/Pent Rd Sewer Extension	New Project	1,100,000.00
70043050	533900	22332	GIS Database Update	New Project	776.25
70041170	544300	22305	Future Energy Savings Projects	Increase FY22 Project	3,323.15
					1,698,413.13

FROM:					
70041170	579410	17319	Town Hall Roof & Gutters	Close	98,200.00
70043050	579480	19508	Capital Outlay - Riverview Ave Sewers	Close	3,510.00
					101,710.00

TO:					
70041170	599100	17319	Transfer to General Fund	Project Closed	98,200.00
70043050	599119	19508	Transfer to Sewer Assessment Fund	Project Closed	3,510.00
					101,710.00

FUND 720 - MUNICIPAL FACILITIES FUND

FROM:					
72041170	579410	14358	Police Dept - Exterior Stucco Repairs	Transfer/Combine	75,000.00
72041170	579410	14359	Police Dept - Garage Door Repairs	Transfer/Combine	4,000.00
72041170	544300	14363	Town Hall - Front Step Maintenance	Extend	13,020.00
72041170	579410	14364	Town Hall - Generator Installation	Extend	73,703.00
72041170	579410	14367	Transfer Station - Roof Replacement	Transfer/Combine	86,952.47
72041170	579410	14368	Transfer Station - Vinyl Siding Replacement	Transfer/Combine	35,000.00
					287,675.47

TO:					
72041170	579410	22333	Police Department Improvements	New Project	79,000.00
72041170	544300	22334	Town Hall - Front Step Maintenance	New Project	13,020.00
72041170	579410	22335	Town Hall - Generator Installation	New Project	73,703.00
72041170	579410	22336	Transfer Station Improvements	New Project	121,952.47
					287,675.47

FROM:					
72041170	579410	14355	Senior Center - Exterior Bldg Repairs	Close	8,394.06
					8,394.06

TO:					
72041170	599100	14355	Transfer to General Fund	Project Closed	8,394.06
					8,394.06

PUBLIC SERVICES (Continued)

FUND 730 - INFRASTRUCTURE ENHANCEMENT FUND

FROM:

73043050	579480	16521	Capital Outlay - Linden Ave Shoreline Stabilization	Extend	<u>1,071,412.50</u>
					1,071,412.50

TO:

73043050	579480	22337	Capital Outlay - Linden Ave Shoreline Stabilization	New Project	<u>1,071,412.50</u>
					1,071,412.50

RULES & ORDINANCES

FUND 700 - CAPITAL FUND

FROM:

70045100	533900	20317	Natural Resource Inventory	Extend	20,000.00
70043030	579480	10309	Relining Sewer Line - Harbor Street	Transfer/Combine	40,309.80
70043030	579250	19229	Generator Restoration Program	Transfer/Combine	28,766.34
70043030	579480	19230	Manhole & Sewer Line Repair	Transfer/Combine	33,403.65
70043030	579250	20229	Generator Restoration Program	Transfer/Combine	50,000.00
70043030	579480	20230	Manhole & Sewer Line Repair	Transfer/Combine	<u>79,645.98</u>
					252,125.77

TO:

70045100	533900	22338	Natural Resource Inventory	New Project	20,000.00
70043030	579250	22229	Generator Restoration Program	Increase FY22 Project	78,766.34
70043030	579480	22230	Manhole & Sewer Line Repair	Increase FY22 Project	<u>153,359.43</u>
					252,125.77

WAYS & MEANS

FUND 700 - CAPITAL FUND

FROM:

70045050	579480	20316	Pisgah Brook Preserve Improvements	Extend	250.05
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TO:

70045050	579480	22339	Pisgah Brook Preserve Improvements	New Project	250.05
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RECEIVED

2022 NOV 23 A 9:23

Wai E. Arpin
BRANFORD TOWN CLERK

Date: November 22, 2022

To: Joseph Mooney, Chairman Board of Finance

From: James Finch, Finance Director

Re: Appropriation from Undesignated Fund Balance for Town Green Improvements.

Over the summer the Town of Branford applied for and received an award from the state through the Small Town Economic Assistance Program (STEAP) to make improvements to the green. The maximum award is \$500,000 per project. The process is competitive and applications that contemplate a local match are given favorable consideration. The application contained an estimate of \$670,000 with \$170,000 coming from local sources. In my discussion with the Town Engineer and First Selectman we are looking to increase the local match to \$200,000 as an added buffer against continued price increases.

Therefore, I am asking the Board to approve an appropriation of \$700,000 with \$200,000 coming from the undesignated fund balance in the general fund. As this letter primarily addresses the appropriation components you will also be receiving a letter from the Town Engineer to discuss the project and application in more detail and to demonstrate how this effort compliments the planned improvements in the main street area.

General Fund

Increase:		
10190000-480296	Fund Balance	200,000
Increase:		
10150000-599102	Operating Transfers Out Fund 203	200,000

Fund 203

<u>Increase:</u>	Description	Amount
20390000-490010-xxxxx	Transfer In	200,000
20343050-411350-xxxxx	State Grants	500,000
	Total	700,000
<u>Increase:</u>		
20343050-544300-xxxxx	Town Green Improvements	700,000

Transfer and Resolution from Fund Balance

Resolved: That the Board of Finance recommends to the RTM an increase in appropriations for the Fiscal Year 2023 General Fund Budget from \$124,524,065 to \$124,724,065. This increase will be funded through an appropriation from fund balance and STEAP grants and will be used to fund improvements to the town green.

RECEIVED

TOWN OF BRANFORD
OFFICE OF THE TOWN ENGINEER
1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405

2022 NOV 23 A 9:06

Wae Estepin
BRANFORD TOWN CLERK
Tel. 203-315-0606
Fax: 203-315-2188

JOHN M. HOEFFERLE, PE, CFM
TOWN ENGINEER

Mr. Joseph Mooney, Chairman
Board of Finance

November 23rd, 2022

Re: Branford Town Green – STEAP Grant – Local Match

Dear Chairman Mooney:

The Engineering Department applied for a grant through the State Small Town Economic Assistance Program (STEAP) to refresh, and make improvements to, the Town Green. The conceptual project is a continuation of the Town Center improvements, which include the recently completed Tyler Green Beautification – Phase I project and East Main Street gateway island, and the upcoming Main Street Reconstruction project.

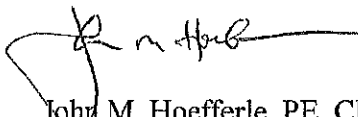
The STEAP program has increased the maximum award this year to \$500,000 and has introduced a local match component, making the program more competitive than prior years. The State awarded the Town the grant in the full amount requested. The conceptual project estimate is \$670,000, requiring a local match of \$170,000. However, as we have commonly seen unpredictable material and labor prices over the last few years, we are requesting a total of \$700,000 to have some contingency for the project. No local funds have been encumbered for the project, nor have any funds been expended at this time.

The Engineering Department is in support of the Finance Director's request for an appropriation of \$700,000, of which \$200,000 would be appropriated from the undesignated fund balance.

If you have any questions or would like to discuss this project prior to the meeting, please feel free to reach out to my office. A copy of the conceptual plan and grant application are enclosed.

Thank you for your attention to this matter.

Sincerely,



John M. Hoefflerle, PE, CFM
Town Engineer

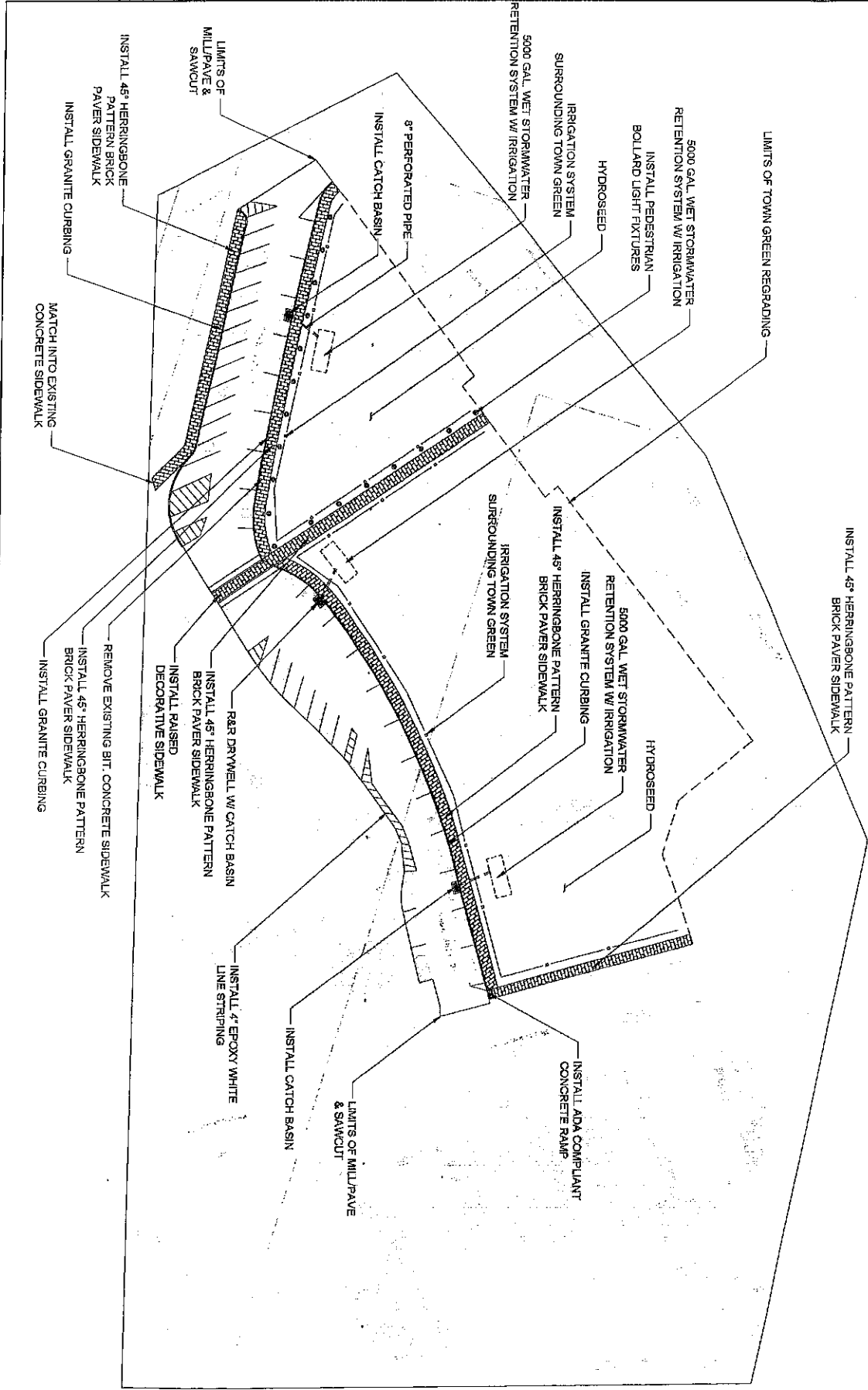
Enclosures

cc: James Cosgrove, First Selectman
James Finch, Finance Director
Lisa Arpin, Town Clerk

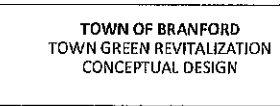
RECEIVED

2022 NOV 23 A 9:0

Neil E. Arpin
BRANFORD TOWN CLERK



10-1 SHEET	TOWN OF BRANFORD TOWN GREEN REVITALIZATION CONCEPTUAL DESIGN
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10-1
 SHEET
 TOWN OF BRANFORD
 TOWN GREEN REVITALIZATION
 CONCEPTUAL DESIGN

State of Connecticut
Office of Policy and Management www.portal.ct.gov/opm
2022 STEAP Project Application
Pursuant to Connecticut General Statutes Section 4-66g

APPLICATION FOR FY 2022 STEAP GRANT FUNDING

No individual municipality may receive more than five hundred thousand dollars in any one fiscal year under said program. No group of municipalities may receive an amount exceeding in the aggregate five hundred thousand dollars per municipality in such group in any one fiscal year under said program.

You must save your completed application then attach your completed application along with all other required attachments to an email and send to:
opm.steapapplications@ct.gov

--- IMPORTANT ---
DO NOT ENTER "SEE ATTACHED" IN SECTIONS THAT ASK FOR DETAILS.
PLEASE PROVIDE THE REQUESTED INFORMATION ON THE ACTUAL APPLICATION UNLESS A SECTION SUGGESTS USING A SEPARATE PAGE OR ATTACHMENT.

Applicant Town: **Branford** Tax ID (FEIN) No.: **06-6001964**

Authorized Signatory Full Legal Name: **James B. Cosgrove**

Authorized Signatory Title: **First Selectman, Town of Branford**

Authorized Signatory Email: **jcosgrove@branford-ct.gov**

Authorized Signatory Phone Number: **203.315.0620** Extension:

Town Office Street Address / PO Box: **1019 Main Street / P.O. Box 150** Town Office Zip Code:
06405

Project Name/Title: **Branford Town Green Revitalization**

Proposed Project Street Address: **1019 Main Street** Zip Code: **06405**

RECEIVED
2022 NOV 23 A 9:06
James B. Cosgrove
BRANFORD TOWN CLERK

If no project address is available, please provide street intersection detail.

Provide a list of all parcel numbers impacted by the project: **1011 Main Street (Town Green)**

Does the town own the property on which the STEAP-funded work will be undertaken?

YES or NO **YES**

If NO, does the town hold a long-term lease on the property?

If YES, include copy of lease and enter lease end date here

The 2022 round of STEAP grants will be funded from an aggregate amount of \$30,000,000, with a maximum cap of \$500,000 awarded to any one municipality. Individual grant award amounts will depend on the number of qualified applications selected to receive an award, and the requested grant amounts of those qualified applications selected to receive an award.

Requested amount of STEAP Funding (cannot exceed \$500,000.00):\$500,000

Name, phone and email address of person preparing this application:

Kevin Ortiz, (203)315-0606, kortiz@branford-ct.gov

Identify town officials and professionals that may be contacted with questions regarding this application:

Names, phone numbers and email addresses:

Town Engineer, John Hoefflerle, (203)315-0606, jhoefflerle@branford-ct.gov

First Selectman, Jamie Cosgrove, (203)315-0620, jcosgrove@branford-ct.gov

1.) Provide a description of the proposed project which includes the purpose of the project. **Please be as comprehensive as possible in the description of this project (*Note: only capital projects will be considered: new construction, expansion, renovation, or replacement project for an existing facility or facilities. Project costs can include the cost of land, construction and contract services needed to complete the project. For a description of expenditures that cannot be funded with STEAP funds, see Guideline document).**

The Town of Branford is proposing to repair, regrade and enhance Branford's Town Green. The current condition of the Green does not have an irrigation system causing an increase in maintenance, the brick paver sidewalks surrounding the center are coming apart creating a tripping hazard for pedestrians, during heavy rainstorms grades do not allow for enough water to runoff into the stormwater system causing large puddles throughout the Green, there is not sufficient lighting to keep the Green well lit for pedestrians to safely maneuver, the existing crosswalk does not allow for

vehicles to adequately see pedestrians, the pavement is in poor condition and existing curbs have deteriorated causing vehicles to park on top of the grass.

The Town proposes to tackle all of these issues by regrading the Green to allow for better runoff. Catch basins and a stormwater retention system will be installed to capture the water for potential reuse. An irrigation system that uses the captured stormwater is proposed to maintain the Green vibrant throughout the year. The brick paver sidewalks will be reconstructed with pavers being set in concrete to increase the durability and prevent any tripping hazards. Additional brick paver sidewalks will be installed along the Green to allow for safer pedestrian movement. Pedestrian lighting and a raised crosswalk will be installed to allow for better pedestrian visibility. Town Hall Dr. will be repaved and restriped and granite curbing will be installed along the Green to prevent vehicles from parking on top of the grass.

This funding request will go towards construction, inspection and administration costs.

2.) How will this project impact and benefit the community? Please include any projected economic impact and job creation or retention estimates.

Revitalizing the Town Green will strengthen the community structure aiding the goals set in the Town's POCD. A key component is protecting and enhancing elements that maintain community character and quality of life in Branford. Maintaining the Green is a top priority of this project in order to continue supporting the character and quality of life within the community. Other key components from the POCD are promoting the Branford Center and pedestrian-friendly, mixed-use developments. By moving forward with this project Branford will continue to attract residents, tourist and visitors alike; supporting the hundreds of small businesses surrounding the Green. As stated in the 2008 POCD, "Branford's Town Center is a quintessential New England town green surrounded by commercial, governmental and religious buildings. The Town Center is one of the region's most attractive retail and community center areas." Adding pedestrian lighting, regrading the Green and repairing the brick paver walk will enhance access and mobility to pedestrians. This will continue to promote pedestrian amenities from parking areas to key areas in Branford Center.

Branford's Town Center is known for its independent, locally owned shops and restaurants owned and run by town residents and are family businesses. Many of these business are nationally well-respected in the retail and restaurant circle, receiving various awards and recognitions. Branford's strong sense of community is seen and gathered at the Center. This is where:

- The annual Father's Day Weekend "Branford Festival" draws thousands of residents, visitors and tourists to its arts, crafts and entertainment surrounding the boutiques and eateries,

- It hosts the annual Branford Road race which garners nearly three thousand runners from across the state,
- Thousands of residents and visitors are joined each Thursday evening from June through August for free jazz concerts, creating an attraction for visitors to discover the local shops and restaurants,
- The annual Holiday Parade and tree lighting attracts thousands to greet Santa as he arrives by firetruck, kicking off the holidays and the shopping season at the local stores and boutiques.
- "Friends of the Blackstone Library", a public library celebrating its 125th anniversary this year, holds an annual book fair on the green, just one example of the many non-profits who utilize the green all year round.

This project will allow for Branford to remain attractive to new businesses and aid in expanding existing businesses. The continued expansion of existing businesses and the arrival of new ones are critical to the Town of Branford's economic development.

Improving upon the Town's infrastructure is a top priority to ensure the safety of those who work and patronize these businesses and enhance the healthy business climate that the Town has created. It will continue to grow attraction from visitors, shoppers and restaurant patrons to make Branford a destination for day trips for antiquing, dining, music and great place to run a business.

3.) What, if any, planning or design work has begun or been completed on this project?

The Town's Engineering Department has developed a conceptual design and cost estimate.

4.) Is the proposed project consistent with the State Plan of Conservation and Development?

YES or NO **YES**

5.) Is the proposed project consistent with your Municipal Plan of Conservation & Development (POCD) Plan? YES or NO

YES

6.) Last date Municipal Plan of Conservation and Development (POCD) Adopted: **02/01/2019**
(mm/dd/yyyy)

7.) Will the project require the conversion of lands currently in agricultural use to non-agricultural use?

YES or NO **NO**

8.) Does the project area contain prime or important agricultural soils that are greater than 25 acres in area?

YES or NO **NO**

9.) Does this project impact state-owned property (i.e.: state facilities, state roads and/or bridges, state parks, forests or other state-owned land.) If yes, please provide the location and a brief explanation.

NO

10.) Will any project related activities be conducted within a floodplain*?

YES or NO **NO**

(*If you answer "yes" to question 10, please be advised that the provisions of the Dept. of Energy and Environmental Protection's Flood Management Certification are applicable.)

11.) Describe the environmental and social impacts of the proposed project. For example, impacts related to traffic, floodplains, natural resources/wetlands, endangered species, archeological resources, historical structures, neighborhoods, utilities, parks, cemeteries etc. (If necessary, attach response in a separate document with the following heading: "Environmental & Social Impacts".)

This project will have a positive impact on pedestrian safety and traffic. The Town Green is one the heavily used areas in the Town, repairing and enhancing it will make it safer for everyone regardless of their mode of transportation – by foot, bicycle or automobile. A high emphasis is being placed on safety towards the pedestrian with the installation of pedestrian lights, installing new and repairing existing brick paver walks and installing a raised crosswalk.

The Green is important to the Town Center in terms of traffic and business reasons, but it is also an important part of the Town's History. This historic Town Green is where Yale College was founded in 1701 by ten area ministers, led by Branford's Rev. Samuel Russell. Revitalizing the Green will allow the many annual events, which thousands come to enjoy, to continue to be their home.

Revitalizing the Green will continue to have a positive social impact as it serves as the religious center for the Town and Shoreline Community. The First Congregational Church, the First Baptist Church of Branford and Trinity Episcopal Church are all located on Main Street surrounding the Green. Each Church is home to an active community that serves its

members and the greater community with Sunday services, as well as a broad range of program and services that take place throughout the week.

In addition to the positive impact on the safety of pedestrians and historical elements of the Green, it will also benefit the Town's resiliency efforts. Through installing more catch basins connected to a stormwater retention system, the Town plans on reusing the stormwater for the irrigation system. Not only will this help in resiliency efforts but it also aides the town's MS4 requirements. By retaining the stormwater from the Green the Town will move towards creating cleaner and safer water sources, like the Branford River.

12.) Does this project require State Historic and Preservation Office (SHPO) review and determination? If you answer "yes" to question 12, please advise if the determination has been received and include a copy with the application.

YES or NO **NO** Unsure

If yes, determination date:

13.) Is this project a phase of a larger plan? YES or NO **NO**

If YES, please complete a through e below.

If NO, skip to #14.

- a.) What phase are you applying for?
- b.) How many phases are there in total?
- c.) What state agency/agencies administers/administered the previous phase(s)?
Agency Name: or n/a
- d.) Who is/was the state agency contact person for this project?
Agency Contact Name: or n/a
- e.) Attach additional information regarding the overarching, long-term plan if applicable. Attachment heading should read "Long Term Plan".

Attached: YES or NO

14.) What is the total project cost? Amount \$ 669,043.58

15.) What is the amount of municipality matching funds for this project (while a municipal match is not required, preference for awards will be given to those that provide at least a 20% municipal match of the total project cost)?

Amount \$ 170,000 / 25 %

16.) Please summarize amounts and types of funds, if any that have been expended to date for this project.

No funds have been expended to date for this project.

17.) If this is not part of a multi-phase project, has any work already begun? If yes, please summarize.

The Town of Branford's Engineering Department has developed a conceptual plan and estimate.

18.) If this is a multi-phase project, please provide a brief summary of the work completed to date.

19.) Should this project be awarded a STEAP grant, how soon after our contract is fully executed, would STEAP funded project work begin? (CHECK ONE BOX BELOW)

30 days 60 days 90 days 90+ days **X**

20.) Will this project move forward if the requested STEAP funds are not awarded?

Yes of No **No, due to the high cost involved in implementing this project, it will not be a project that will move forward in the foreseeable future.**

21.) Was this project not selected in a previous round of STEAP grants?

Yes of No **NO** If yes, provide year

22.) Will this project require a referendum/legislative body vote? If "no", check this box **YES** and skip to question 23. If already approved by vote, enter vote date here and skip to question 23. If to be voted on in future, enter projected date of vote here **within 30 days of award notification**. If your application is selected for an award, the project must be approved by vote within 30 days of being notified of the award. A copy of the municipality's approval of the project, whether in resolution format or memorialized in meeting minutes, must be submitted to the administering agency.

23.) Has this project been rejected at a previous referendum/legislative body vote? YES or NO **NO**. If yes, what has changed that leads you to believe that it will pass at the next referendum/legislative body vote?

24.) Has there been, or do you anticipate a measurable level local opposition to the project which may interfere with the expedient use of grant funds should this project be selected for an award?

NO

25.) Is there any other relevant information you feel may be helpful, please include it below:

ACCEPTANCE & CERTIFICATION

(Page 1 of 2)

This Acceptance and Certification must be read and signed by the Authorized Signatory of the municipality in order for the municipality/project to be considered for STEAP funding.

My signature below, as Authorized Signatory of the Town of **Branford**, indicates acceptance of the following and further certifies that:

1. I understand that should this grant application be approved I will be required to sign an assistance agreement/contract with the assigned administering agency delineating the terms and conditions of this grant;
2. I will comply with any grant terms and conditions required by the administering agency;
3. I understand that various permits and permit-related documentation may be required by the administering agency as required by either the Connecticut General Statutes or Connecticut regulations, including but not limited to the Connecticut Environmental Policy Act Evaluation, Environmental Impact Evaluation, Flood Management Certification; State Historic and Preservation Office and/or Municipal Plan of Conservation and Development;
4. I understand that funding associated with this grant application is one-time in nature and that there is no obligation for additional funding from the Office of Policy and Management or the State of Connecticut;
5. I understand that if this project warrants a Connecticut Environmental Policy Act (CEPA) review pursuant to Sections 22a-1 through 22a-1h of the Connecticut General Statutes that I will comply with such an environmental assessment. Further, if a CEPA is required, I understand that there are costs associated with such a review and that the municipality is in a position to continue with the proposed project despite this cost;
6. I understand that this application will be examined by the Intergovernmental Policy and Planning Division of the Office of Policy and Management for consistency with the State Plan of Conservation and Development and that I may be contacted if additional information is required for that review;
7. I understand that projects which convert twenty-five or more acres of prime farmland to a nonagricultural use will be reviewed by the Commissioner of Agriculture, in accordance with Section 22-6 of the Connecticut General Statutes;
8. I understand that I am responsible for meeting the requirements to remain eligible for discretionary state funding as outlined at [this link](#).

ACCEPTANCE & CERTIFICATION

(Page 2 of 2)

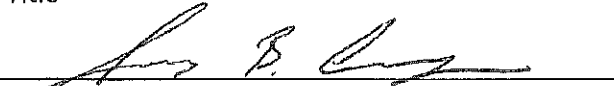
9. I will supply the Office of Policy and Management with all documentation supporting my authority to enter into an assistance agreement, including but not limited to applicable certified minutes and by-laws from the town denoting my authority to apply for the grant and the authority to enter into such an agreement should a grant be awarded;
10. I understand that if this application leads to the award of a STEAP grant for this project, that no payment will be made for project expenses incurred prior to the start date or after the end date as set forth in the fully executed contract; and
11. I have read, in full, all pages of this application package and the 2022 Small Town Economic Assistance Program (STEAP) Guidelines.

James B. Cosgrove

Authorized Signatory's Name (Please Print)

First Selectman

Title



Signature James B. Cosgrove

Date 8/15/2022

**You must save this completed application.
Send your completed application and all other required attachments to
opm.steapapplications@ct.gov**

IMPORTANT NOTE

Maximum file size: Files must be in a ZIP file not to exceed 10MB. If your ZIP file exceeds 10MB you will need to separate your submission into smaller ZIP files and send them in separate emails clearly identified, for example, 1 of 3, 2 of 3, 3 of 3.

Town of Branford
**Municipal Certification of
Eligibility for Discretionary State Funding**
(This form to be completed by municipality)

Name of Discretionary Grant Funding Program: Small Town Economic Assistance Program (STEAP)

Name of Municipality & Town Code: 014 Branford (hereinafter referred to as "Town/City")

In accordance with C.G.S. § 8-23, as amended by Public Act 15-95, any municipality that has not adopted a plan of conservation and development (POCD) within the past ten years is ineligible for **discretionary state funding** unless they submit a "Notice of Expired POCD" to the OPM Secretary and to the Commissioners of Transportation, Energy and Environmental Protection, and Community and Economic Development, **and** they request and receive a waiver from the prohibition on a grant-by-grant basis from the OPM Secretary

In accordance with C.G.S. § 8-23(a)(1), the Town/City has adopted a POCD within the last ten years; the adopted plan expires 2/1/2029.

The Town/City has **not** adopted a POCD within the last ten years as required by C.G.S. § 8-23(a)(1) and:

In accordance with C.G.S. § 8-23(a)(2), the Town/City has submitted a "Notice of Expired POCD" to the OPM Secretary and the Commissioners of Transportation, Energy and Environmental Protection, and Economic and Community Development that explains why such plan was not adopted within the required ten year period (copy attached).

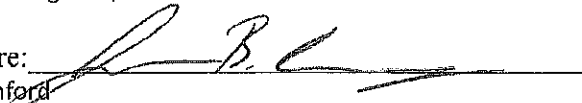
AND

In accordance with C.G.S. § 8-23(b), the Town/City has submitted a "Waiver Request Letter" to the OPM Secretary requesting a waiver of the discretionary state funding prohibition for this grant application (copy attached).

I attest that the aforementioned information is accurate and complete and that I am the representative of the Town/City who is authorized to execute this certification.

James B. Cosgrove, First Selectman

Signature:
014 Branford



Select Date

8/15/2022

STATEMENT OF WORK AND GRANT AWARD BUDGET

NAME OF APPLICANT TOWN: Branford
GRANT PROGRAM NAME: Small Town Economic Assistance Program (STEAP) 2022
CONCISE GRANT PROGRAM SUMMARY (PROGRAM PURPOSE/INTENT/MISSION): The Small Town Economic Assistance Program (C.G.S. Section 4-66g) funds economic development, community conservation and quality of life projects for localities that are ineligible to receive Urban Action bonds (CGS Section 4-66c). STEAP funds are issued by the State Bond Commission and can only be used for capital projects. A project is considered to be a capital project if it is new construction, expansion, renovation or replacement for an existing facility or facilities. Project costs can include the cost of land, design, engineering, architectural planning, and contract services needed to complete the project.
PROJECT TITLE/NAME (as appears on application): Branford Town Green Revitalization

I. INTRODUCTION

CONCISE PROJECT DESCRIPTION (Limited to 300 characters):

The Town of Branford is seeking to revitalize the Town Green to make it more attractive and safer for residents, businesses, and visitors alike. Revitalizing the Green will support pedestrian safety and the Town's economic development.

II. STATEMENT OF WORK

The grantee proposes to complete the work and/or proposes to purchase goods and/or services as delineated in the following table and in accordance with the below proposed budget. Note that the items listed in the "Tasks" column are simply examples. You may delete any and all that are not applicable.

Category (Optional): Overarching type of work (for example: planning/design/construction/reports)	Tasks: The individual tasks to be performed in order to accomplish the objective of the grant award.	Target Completion Date for Each Task (Specific date or MONTHS FROM contract execution date)
Planning	Conduct Survey	MONTHS 0-4
	Community Outreach	
Design	Preliminary Design	
	Semi-Final Design	
	Final Design	
	Construction Plans	MONTHS 4-12
Construction	Pre-construction Meeting	
	Earth Excavation	
	Installation of Stormwater Retention System	
	Installation of Catch Basins	
	Installation of Pedestrian Lighting	
	Installation of Brick Paver Sidewalks	
	Regrading, Placing Topsoil and Hydroseeding	
	Mill Town Hall Drive	
	Installation of Raised Crosswalk	
	Pave Town Hall Drive	
	Stripe Town Hall Drive	MONTHS 12-24
Reports	Punchlist	
	Construction Administration Closeout	

III. PROPOSED STEAP GRANT AWARD BUDGET :

List proposed grant award budget items below.

Description	Amount of anticipated STEAP Funding	Amount Federal Funding	Amount Grantee Match Funding	Amount Other Funding	If "Other", list source name and type (private, state, etc.)	TOTALS:
STEAP Funding	\$500,000					\$500,000
Local/Town Funds			\$170,000			\$170,000
TOTALS:	\$500,000		\$170,000			\$670,000

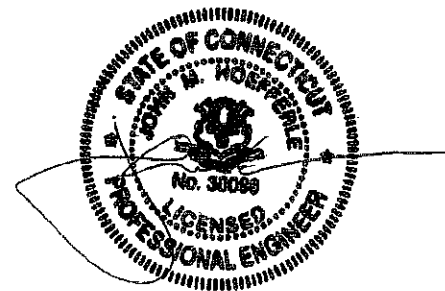
PAYMENT TERMS

- Grantee provides the above proposed budget understanding that should a grant be awarded no reimbursements will be made for expenditures incurred prior to the grant start date or after the grant end date.

TOWN OF BRANFORD
ENGINEERING DEPARTMENT
BRANFORD TOWN GREEN REVITALIZATION



Item	Unit	Quantity	Unit Price	Total Cost
Cut Bituminous Concrete Pavement	LF	70	\$ 4.50	\$ 315.00
Earth Excavation	CY	205	\$ 22.80	\$ 4,674.00
Stormwater Retention System w/ Irrigation	LS	1	\$ 60,000.00	\$ 60,000.00
Catch Basin	EA	3	\$ 3,055.00	\$ 9,165.00
Formation of Subgrade	SY	3900	\$ 3.00	\$ 11,700.00
Processed Aggregate Base	CY	95.00	\$ 50.00	\$ 4,750.00
Granite Curbing	LF	335.00	\$ 46.00	\$ 15,410.00
Reset Granite Curbing	LF	225.00	\$ 30.00	\$ 6,750.00
Concrete Sidewalk	SF	3872.00	\$ 32.00	\$ 123,904.00
Brick Pavers	SF	3872.00	\$ 35.00	\$ 135,520.00
Concrete Sidewalk Ramp	SF	25.00	\$ 21.00	\$ 525.00
Detectable Warning Surface	EA	1.00	\$ 275.00	\$ 275.00
Light Fixtures w/ Conduit & Wiring	EA	18	\$ 275.00	\$ 4,950.00
Furnishing and Placing Topsoil	SY	3900	\$ 12.50	\$ 48,750.00
Hydroseed	SY	3900	\$ 10.00	\$ 39,000.00
Milling	SY	1380.00	\$ 5.00	\$ 6,900.00
Decorative Crosswalk	LS	1.00	\$ 12,000.00	\$ 12,000.00
HMA S1	TON	240.00	\$ 120.00	\$ 28,800.00
HMA SO.375	TON	160.00	\$ 120.00	\$ 19,200.00
4" White Epoxy Resin Pavement Markings	LF	800.00	\$ 1.50	\$ 1,200.00
12" White Epoxy Resin Pavement Markings	LF	24.00	\$ 2.00	\$ 48.00
			Incidentals (10%)	\$ 51,307.30
			Contingency (10%)	\$ 58,482.83
			Inflation (4%)	\$ 25,732.45
			Total Cost	\$ 669,043.58



RECEIVED

2022 NOV 23 P 2: 20

Wesley E. Arpin
BRANFORD TOWN CLERK

Date: November 22, 2022

To: Joseph Mooney, Chairman Board of Finance

From: James Finch, Finance Director

Re: Appropriation from Undesignated Fund Balance in lieu of future bonding for the Harbor Street Culvert Project.

Please find attached a worksheet outlining the activity associated with the completed Harbor Street Culvert Project. One will notice that the project came in under budget however it is anticipated that additional cash will be required prior to closing out the project. As an alternative to utilizing the balance of the existing bond authorization, I am recommending that we avoid issuing bonds for this small amount. Therefore, I am asking the Board to approve an appropriation from the general fund to the infrastructure enhancement fund (Fund 730) of \$97,000. These dollars will come from the undesignated fund balance in the general fund.

General Fund

Increase:		
10190000-480296	Fund Balance	97,000
Increase:		
10150000-599 <i>132</i>	Operating Transfers Out Fund 730	97,000

Fund 730

Increase:		Amount
73090000-490010-15372	Transfer In	97,000
Decrease:		
73090000-490040-15372	Bond Proceeds	97,000

Transfer and Resolution from Fund Balance

Resolved: That the Board of Finance recommends to the RTM an increase in appropriations for the Fiscal Year 2023 General Fund Budget from \$124,724,065 to \$124,821,065. This increase will be funded through an appropriation from the undesignated general fund balance.

Harbor Street Culvert

Budget to Actual

Budget	2,200,000
Expenditures	<u>(1,939,913)</u>
Balance	260,087

Cash

Revenues	
Bond Proceeds	980,000
Grants	950,033
Due to the State (Estimate)	<u>(87,120)</u>
Total	1,842,913

Expenditures 1,939,913

Shortfall Cash (97,000)

Options

Issue bonds

Appropriation from other sources

RECEIVED

Item #10

HAMLET M. HERNANDEZ
Superintendent of Schools

RACHEL M. SEXTON
Assistant Superintendent of Schools

DONALD A. NEEL
Chief Operating Officer

2022 NOV 23 A 9:01

Noel Espin
BRANFORD TOWN CLERK



BRANFORD PUBLIC SCHOOLS

185 Damascus Road, Branford, CT 06405-3717
203.488.7276 • Fax 203. 315.3505
www.branfordschools.org

October 20, 2022

Mr. Joseph Mooney, Board of Finance Chair
3 Pond View Terrace
Branford, CT 06405

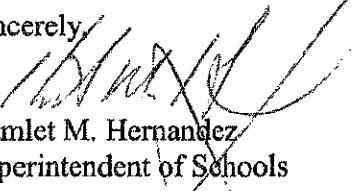
Dear Chairman Mooney,

The purpose of this letter is for your committee to consider a request from the Board of Education (BOE) in accordance with its motion passed on 09/21/2022. The BOE's request is to redesignate ~~\$69,658.51~~ as outlined in the attached memo.

203,192

As always, your collaboration with the BOE to address capital projects is greatly appreciated.

Sincerely,


Hamlet M. Hernandez
Superintendent of Schools

Enc:

- cc: James B. Cosgrove, First Selectman
- James Finch, Town of Branford Finance Director
- Dennis Flanigan, RTM Moderator
- Kevin Healy, RTM Ways & Means Committee Chair
- Ed Prete, RTM Education Committee Chair
- Peter Berdon, BOE Chair
- Donald A. Neel, Chief Operating Officer
- Joseph Carbone, Supervisor, Building & Grounds

**Transfer was amended to
\$203,192 & approved
by the BOF 11/28/2022.**

RECEIVED

2022 NOV 23 A 9:01

HAMLET M. HERNANDEZ
Superintendent of Schools

RACHEL M. SEXTON
Assistant Superintendent of Schools

DONALD A. NEEL
Chief Operating Officer

Wai E. Arpin
BRANFORD TOWN CLERK



**Transfer was amended to
\$203,192 & approved
by the BOF 11/28/2022.**

BRANFORD PUBLIC SCHOOLS
1111 Main Street, Branford, CT 06405-3717
203.488.7276 • Fax 203. 315.3505
www.branfordschools.org

To: Hamlet Hernandez, Superintendent
From: Donald A. Neel, Chief Operating Officer
Date: September 8, 2022
Subject: Capital Funds Extension and Redesignation Request

Under the Capital Funds Ordinance, non-bonded capital funds remain available for two years beyond the year in which they were appropriated unless extended by the Board of Finance and approved by the RTM. We currently have budgeted allocations in Capital Fund 700 that will expire without intervening action. We have a couple projects with small balances that can expire without any significant impact on our capital improvement efforts. Alternatively, I have conferred with Joe Carbone and we agree that there are several other project balances we would like to retain. Desired action for these falls into two categories – extend and redesignate.

Requests for Extension

Project 20403 – BHS Entrance Security Upgrade Balance \$26,475.04

As you know this project is nearly complete. While the construction contract amount has been encumbered, it is possible that there will be some additional costs. We would like to keep this project open through the remainder of the 2022-23 fiscal year and may request redesignation of any residual balance when it is complete.

Project 20405 – INS Entrance Security Upgrade Balance \$101,185

Due to COVID, this project has been delayed. We request an extension of three years to use these funds.

Requests for Redesignation

Transfer from:

Project 15408 – Asbestos Abatement Flooring	Balance \$26,075
Project 19408 – BHS Architectural Study Sports Complex	Balance \$15,000
Project 20407 – Systemwide Door Replacement	Balance \$28,583.51

Total \$69,658.51

Transfer to:

Project 23406- Door replacements \$69,658.51

Transfer from:

Project 19410 – Code Compliance (expiring) Balance \$1,850.62

Transfer to:

Project 22404 – Code Compliance (not expiring)

\$1,850.62

I suggest we propose these actions at the next Personnel & Finance Committee meeting for recommendation to the Town.

c Jim Finch, Finance Director

EDUCATION COMMITTEE

FUND 700 - CAPITAL FUND

FROM:

70048000	579410	20403	BHS - Entrance Security Upgrade	Extend	30,498.04
70048000	579410	20405	INS - Entrance Security Upgrade	Extend	101,185.00
70048000	579410	15408	INS - Asbestos Abatement Flooring	Redesignate/Combine	26,075.00
70048000	533960	19408	BHS - Architectural Study Sports Complex	Redesignate/Combine	15,000.00
70048000	579410	20407	System Wide Door Replacements	Transfer/Combine	28,583.51
70048000	544300	19410	Code Compliance	Transfer/Combine	1,850.62
					203,192.17

TO:

70048000	579410	22415	BHS - Entrance Security Upgrade	New Project	30,498.04
70048000	579410	22416	INS - Entrance Security Upgrade	New Project	101,185.00
70041190	579150	22407	System Wide Door Replacements	Increase FY22 Project	69,658.51
70041190	579150	22404	Code Compliance - Building & Fire Codes	Increase FY22 Project	1,850.62
					203,192.17

**Transfer was amended to
\$203,192 & approved
by the BOF 11/28/2022
per this list. L. Arpin**

BOARD OF SELECTMEN

BRANFORD, CONNECTICUT



JAMES B. COSGROVE
First Selectman

ANGELA M. HIGGINS
RAYMOND E. DUNBAR, JR

1019 MAIN STREET
POST OFFICE BOX 150
BRANFORD, CT 06405
(203) 488-8394
FAX: 481-5561
www.branford-ct.gov

Date: November 23, 2022
To: Joseph Mooney
Board of Finance
From: James Cosgrove *JC*
First Selectman
Re: ARPA Appropriation

Wai Stephen
BRANFORD TOWN CLERK

2022 NOV 23 P 5:02

RECEIVED

I am requesting the Board of Finance consider an appropriation from the ARPA Fund to fund consulting services related to WIS athletic field improvements, and the development of a strategic plan for athletic facilities town wide.

Background:

Through discussions with staff from the Parks & Recreation Department, representatives of local sports organizations, coaches, and residents, it has been determined that there is a need to address the athletic fields in town in order to provide greater availability and playability. Branford has a strong history of building parks and athletic fields throughout town. However, the current conditions and inventory of fields are stressed to meet the demand due to changes in trends in sports. It is recommended that the Town undertake a field improvement project at WIS, and develop a strategic plan to meet the community's needs in the area of sports, both organized and recreational.

The Town issued an RFQ/RFP to solicit a consultant for the project. After reviewing the proposals received and interviewing three firms, BL Companies was selected as the preferred consultant. The proposal (*attached*) consists of two phases. Phase 1 is for the design, permitting, and construction administration for

the WIS field, and phase 2 is the development of an Athletic Facilities Strategic Plan which will *"include written goals, plans, objectives, and policy statements that articulate a clear vision and road map for future athletic field development in the town of Branford."* The total requested funds to carryout the defined scope of work is \$400,000.

Required Actions:

If the Board agrees to fund the request, then the following action is required; amend (increase) the ARPA fund budget and create an appropriation in the fund. Below is the resolution to amend the ARPA fund, and corresponding appropriation.

ARPA Fund

Resolved: The Board of Finance recommends to the RTM an increase in the ARPA fund budget from \$2,327,000 to \$2,727,000. This appropriation will be for consulting services related to WIS athletic field improvements, and the development of a strategic plan for athletic facilities town wide. This will be funded through an appropriation from the ARPA fund balance.

Increase		
26090000-480296-xxxxx	Fund Balance Transfer	\$400,000
Increase		
26041020-588320-xxxxx	Consulting Services - Field Study	\$400,000



An Employee-Owned Company

September 30, 2022

Mr. John M. Hoefflerle, PE, CFM
 Town Engineer
 Town of Branford
 1019 Main Street
 Branford, CT 06405

Re: Project: Athletic Facilities Strategic Plan
 Site: Varies, Town-wide
 BL Project No.: 2201005

RECEIVED
 2022 NOV 23 P 5:02
 Mai Espinoza
 BRANFORD TOWN CLERK

Dear Mr. Hoefflerle:

We are pleased to resubmit this Agreement to perform professional Services in connection with the above-referenced Project based on comments and feedback received at our meeting on September 6, 2022.

BL Companies Connecticut, Inc. directly or through one or more affiliated companies or wholly owned subsidiaries, referred to collectively below as the “Consultant” will perform professional Services for The Town of Branford, Connecticut referred to below as the “Client”.

I. PROJECT UNDERSTANDING

This Agreement is based on Consultant’s understanding that the nature of the Project is to develop an Athletic Facilities Strategic Plan. Based on the RFQ, interview, and email from Town Engineer, Mr. John Hoefflerle, dated August 1, 2022.

The location for the Study is Town-wide, referred to below as the “Sites”. Based on Consultant’s understanding, the parks and properties to be analyzed would include the facilities listed below from the original RFQ Exhibit A - Eighteen (18) locations or Sites:

OWNER NAME	LOCATION	ZONING
BRANFORD TOWN OF	19 MELROSE AVE	R3
BRANFORD TOWN OF	TABOR DR	R3
BRANFORD TOWN OF	48-86 TABOR DR	IG-2
BRANFORD TOWN OF	185 DAMASCUS RD	R4
BRANFORD TOWN OF	15 AUTUMN RIDGE RD	R4
BRANFORD TOWN OF	50 FLAX MILL RD	R-5
BRANFORD TOWN OF BED HILLS PK	68-88 BURBAN DR	R1
BRANFORD TOWN OF COMMUNITY CNTR	30-48 CHURCH ST	R1
BRANFORD TOWN OF HIGH SCHOOL	185 EAST MAIN ST	BL
BRANFORD TOWN OF INDIAN NECK SCH	99 INDIAN NECK AVE	R-3
BRANFORD TOWN OF LAND FILL	100 TABOR DR	R3
BRANFORD TOWN OF MARY T MURPHY	8-32 BRUSHY PLAIN RD	R4
BRANFORD TOWN OF MARY TISKO SC	118 DAMASCUS RD	R4
BRANFORD TOWN OF PARKER MEM PK	20 HARBOR ST	R3
BRANFORD TOWN OF PATTY'S PARK	55 PARISH FARM RD	R-4
BRANFORD TOWN OF SOCCER FIELD	BRUSHY PLAIN RD	R-4
BRANFORD TOWN OF VACANT LAND	THIMBLE ISLANDS RD	R3
BRANFORD TOWN OF YOUNGS POND	60-100 BLACKSTONE AVE	AA1

The above list represents Consultant's best understanding of the study sites based on information provided during the RFQ process.

The professional Services to be provided are more specifically described in the Scope of Services below. Consultant's Services will generally consist of the following:

1. The Scope of Work will include the preliminary design, permitting, construction documents, bidding and construction administration of a one (1) multipurpose artificial turf field (that maximizes usability for multiple sports) at the Walsh Intermediate School.
2. The Scope of Work will include the compilation and review of available information and documents related to the development of the plan; the building of a comprehensive inventory of the Town's existing athletic field facilities and open space areas, the conduct of a public engagement program to create a community vision for the Town's athletic field assets and a supply/demand analysis related to the Town's athletic facilities and programming. The final Athletic Facilities Strategic Plan will include written goals, plans, objectives, and policy statements that articulate a clear vision and road map for future athletic field development future in the Town of Branford.

All work in regard to this Project is subject to this Agreement.

II. CLIENT RESPONSIBILITIES

Client is responsible for providing the following information or other items to Consultant. Delays in providing, or omissions in, such information or items will likely result in Additional Services. Consultant may use such information in performing its Services and is entitled to rely upon the accuracy and completeness thereof. Unless specifically stated in the Scope of Services set forth below, Consultant will not independently verify such information and is not liable for any errors or omissions. The information and other items to be provided by Client, or other consultants acting on behalf of Client, are:

- Providing Consultant with lawful access to the Sites.
- Available information as indicated below and documents related to the development of the plan.
- Town-wide Geographic Information System (GIS) mapping data.
- Any available geotechnical information.
- Available base maps or historical plans.
- Any as-builts or record documents of the properties.
- Other information pertinent to the study.

III. SCOPE OF SERVICES

A. Basic Services

Consultant will perform the following phases of Basic Services in relation to the Site:

1. Phase 1 – Walsh Intermediate School Athletic Field
2. Phase 2 – Town of Branford Fields Assessment

The specific tasks Consultant will perform as part of the Basic Services in relation to the Sites are as follows:

1. Phase 1 - Walsh Intermediate School Athletic Field

1.1.1 Base Mapping and Survey of the Field Area. Consultant will work with the in-house survey team to prepare a base plan for the Walsh Intermediate School Site. Consultant will prepare a comprehensive base plan for the intended work that will include the project area. Ultimately the base map will be a compilation of existing aerial-topo-mapping and on the ground survey to prepare a complete and up to date representation of existing conditions. Consultant's survey will, at a minimum, consist of:

- a. Perform a field examination of the project area to become familiar with the existing conditions.
- b. Perform an existing conditions survey of the project site (being the existing soccer / lacrosse and football field adjacent to the rear parking lot of the school). The survey shall have a T-2 standard of accuracy and shall show topography with one-foot contour intervals and spot elevations at critical points. All visible utilities and structures will be included in the survey.
- c. Locate wetland flags delineated by subconsultant.
- d. Supplement the existing conditions survey with available information provided by the town and utility companies regarding the location of subsurface utilities.
- e. Prepare a base map at an appropriate scale to be used as the basis for the project design. Scale will be determined prior to commencement of survey.

1.1.2 Wetland Delineation, Report and Regulatory Coordination

- a. Connecticut jurisdictional wetland and watercourse delineation to include field placement of sequentially numbered flags around all jurisdictional areas, a sketch map for surveyor orientation, and a summary report describing the work conducted and soil types observed.
- b. Complete a Wetland Functions and Values Report utilizing the standard ACOB's *Highway Methodology*. Report to include a description of the wetland's physical characteristics and flow regime, vegetation type(s), hydrology and functions and values. Report to include necessary mapping and photographs to convey the findings of the evaluation.
- b. Review the site plans for project relating impacts to wetlands and consult with project team on wetland mitigation measures as needed.
- c. Attend up to two (2) Branford IWWA hearings.

1.1.3 Geotechnical Engineering Services. Our subconsultant will perform one boring at each anticipated of new athletic field light towers (6 total) to a depth of 25 feet. We will also complete six shallow borings (up to 10 feet deep) within the existing field to support geotechnical recommendations for a new synthetic turf field. Given our understanding of the subsurface conditions in the Site area, we anticipate that subsurface conditions consist of fill overlying swamp and sand deposits. These services will be overseen by a Connecticut Licensed Professional Engineer.

- a. Preliminary Engineering: We will review the proposed exploration location plan provided by the design team, contact "Call-Before-You-Dig" to clear utilities, and mark-out the borings in the field. We assume that a representative of the Intermediate School will clear the proposed boring locations for private utilities and obstructions (gates, fencing, etc.) prior to completing the borings.
- b. Test Borings We propose drilling three days of geotechnical borings to explore the subsurface conditions at the Site. We will coordinate and retain a geotechnical drilling subcontractor to perform the borings with an ATV-mounted drill rig.

Standard Penetration Tests (SPT) will be performed in general accordance with ASTM D1586 semi-continuously up to ten feet and at five-foot intervals thereafter. Groundwater levels will be recorded when first encountered and at the termination of each boring. All samples collected during the exploration program will be stored for a period of up to thirty (30) days following the submission of our geotechnical engineering report. If the explorations reveal that the subsurface soils are compressible, additional explorations and laboratory testing may be required for foundation design.

- d. Laboratory Testing We propose completing engineering index testing consisting of up to three Atterberg Limits Tests (ASTM D 4318) and up to five Water Content Tests (ASTM D 2947). We intend on correlating the proposed laboratory testing results with published subsurface data to support our geotechnical analyses. Additional laboratory testing may be required for foundation design.
- e. Geotechnical Analysis and Report We will complete geotechnical engineering analyses and prepare a summary report for the proposed light tower foundations and synthetic turf field based on the anticipated loading, the subsurface conditions documented in the borings, and project requirements. Our geotechnical engineering report will provide recommended foundation types, estimated settlement values, seismic site class, liquefaction susceptibility, and subgrade preparation details. The geotechnical engineering report containing our assumptions, findings, conclusions and recommendations will be submitted in pdf format.

1.2 Preliminary Design (50% Design). Participate in a project initiation meeting with the town staff and stakeholders for the following purposes:

- a. Consultant will hold a project kick-off meeting with the Town of Branford to review the project expectations. Consultant will also work with town representatives to establish clear lines of communication for all parties as well as discussing the project reporting protocol. Consultant will review the expected uses of the field, level of play, and the design standards for the desired sports as well as discuss who we should obtain other information from and who the key stakeholders are. Furthermore, in order to maintain effective communication, progress meetings at agreed upon milestone intervals with the Town will be held in addition to normal everyday communication. During this initial meeting Consultant will establish the best approach to engaging the public if needed, exchanging information, building project support and maintaining a high level of collaboration between Town, Consultant and community during each phase of project development.
- b. Review the Scope of Services and confirm the project goals, objectives and expectations.
- c. Review the expected uses of the field, level of play, and the design standards for the desired sports.
- d. Refine the project schedule and project reporting protocol.
- e. Public Engagement and Project Collaboration. At the outset of the project, Consultant will meet with project representatives to establish the best approach to engaging the public, exchanging information, building project support and maintaining a high level of collaboration between Town, Consultant and community during each phase of project development.

Prepare 50% design plans based on initial comments and input from the Town and stakeholders.

- a. Preliminary Design documents, including plans and specifications, will be prepared based on input from the Town and stakeholders and initial comments on a selected design option.
- b. The plans shall include:
 - i. Existing conditions/removals plan
 - ii. Layout plan
 - iii. Existing and proposed grading including spot elevations where appropriate
 - iv. Drainage plan (surface and subsurface) including supporting computations
 - v. Plans and details for fencing and other required site amenities
 - vi. Erosion and sedimentation control plan meeting the CT DEEP 2002 Guidelines
 - vii. Plan for relocating site utilities within the project area, if any.
 - viii. Plan to make electrical connections to the preferred field lighting (vendor provided) from existing electrical panels on the field property.
 - ix. Cross-sections of the field

1.3 Prepare an opinion of probable construction costs based on the preliminary design.
 Unit prices will be based on and supplemented by available industry data, specified vendor calculations and information from recent sport court like projects located within the same geographic area. Costs will include products and systems that will be shown on the design drawings.

NOTE: Client acknowledges that in providing an opinion of probable cost (during all phases of the design) for construction, the Consultant has no control over the cost or price of labor, equipment or materials, or over the Contractor's method of pricing. Accordingly, the opinion of probable cost provided by Consultant is made on the basis of Consultant's professional judgment and experience, but the Consultant makes no warranty or guaranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's opinion of probable cost.

1.4 Meet with the town and stakeholders. Consultant will meet with the Town and stakeholders to review the preliminary design and the opinion of probable construction costs.

Consultant will meet with the town and stakeholders to review the preliminary design and the opinion of probable construction costs and refine the options prior to beginning the Final Design stage. Consultant anticipates two (2) night meetings. Along with four (4) town/stakeholder meetings.

1.5 Permitting

1.5.1 Preparation of Permit Applications. The Consultant, based upon limited information provided at the time of the proposal and interview, has provided an estimated hourly fee for the permitting portion of the proposal.

Consultant has accounted for the following in the estimate fee:

Town of Branford Inland Wetlands Permit. The Consultant will assist in preparation of an Inland Wetlands Permit Application for submittal to the Branford Inland Wetlands and Watercourses Commission. ~~The Consultant will schedule and attend one (1) pre-application meeting with the appropriate Commission/Town representatives before the application is finalized.~~ The Consultant will attend up to two (2) Commission meeting to give a presentation on the proposed project.

Town of Branford Planning & Zoning Permit. The Consultant will assist in preparation of a Planning and Zoning Permit Application for submittal to the Branford Planning and Zoning Commission. The Consultant will schedule and attend up to two (2) pre-application meeting with the appropriate Commission/Town representatives before the application is finalized. The Consultant will attend one (1) Commission meetings to give a presentation on the proposed project.

1.6 Final Design and Construction Documents (100% Design). After addressing comments from the Preliminary Design phase and upon the receipt of preliminary document approvals (and permits), final designs and contract documents, including plans, details, and specifications will be prepared. When finished, the documents will be submitted for the review and consideration of all project stakeholders. Consultant anticipates that final design documents will represent a 95% complete level. After the receipt of comments from the Town and

attendance at any design review meetings, we will prepare final contract documents. Consultant will also structure the bid documents for potential alternates.

Consultant personnel will assist in the compilation of the front end or "Boiler Plate" specifications with representatives of the Town. Consultant will furnish plans and technical specifications in paper and electronic formats to the Town. The cost of publishing contract documents has not been included in this proposal.

During this phase, Consultant will meet with the Town and stakeholders to review the final plans and specifications and make minor revisions as may be required based on comments from Town personnel. Consultant anticipates one (1) meeting to discuss comments from the final review. Final design will include:

1. Address comments from the Preliminary Design phase.
2. Prepare the final plans for review incorporating the comments from the Town and stakeholders on the preliminary design submission.

The plans will include, but may not be limited to:

- a. Existing conditions and removal plan
 - b. Layout plan including coordinate geometry
 - c. Existing and proposed grading plan
 - d. Drainage plan (surface and subsurface) including inverts, pipe sizes and slopes
 - e. Plans and details for fencing and other required site amenities
 - f. Erosion and sedimentation control plan meeting the DEEP 2002 Guidelines
 - g. Electrical plan and details as required to make electrical connections to the preferred field lighting from existing panels on the field property.
 - h. Technical specifications
3. Prepare a final opinion of probable construction costs for the proposed improvements.
 4. Attend a meeting with the town and stakeholders to review the final plans and specifications. Make minor revisions as may be required.
 5. Finalize the plans and technical specifications and provide the town with final, bid- ready construction documents suitable for seeking competitive bids for the work. We will provide digital pdf format set of documents suitable for printing and one hard copy of the plans and specifications.

1.7 Bidding Assistance. The Consultant will attend and assist with one (1) pre-bid conference, answer RFIs during the bidding phase, and assist the Client in evaluating and selecting the winning bid.

1.8 Construction Services.

1.8.1 Pre-Construction Meeting. One (1) representative of the Consultant will meet once (1) with the Contractor and the Town Construction prior to the start of construction. The meeting

will discuss details of the construction of the project including but not limited to: start of construction, construction observation, necessary permits, construction job meetings, change orders & addenda, hours of work, traffic control and clean-up. The Pre-Construction Meeting date, time, and location will be determined by the Town.

1.8.2 Construction Job Meetings. The Consultant will provide up to one (1) Consultant representative to attend job meetings bi-weekly (2 per month) with the Contractor to document construction and provide project coordination. This task is based on a total of up to eighteen (18) job meetings (9 months). Job meeting notes shall be the responsibility of the contractor.

1.8.3 Construction Progress Review. The Consultant will provide up to one (1) Consultant representative to attend construction site reviews bi-weekly (2 per month - as necessary) with the Contractor (4 hour duration per review) to review and document construction and provide project coordination. This task is based on a total of up to twelve (12) construction reviews (6 months).

1.8.4 Requests for Information. The Consultant will review and respond to requests for information from the Contractor, and/or Town during the construction process. This task will cover general information and clarifications through email conversations during the construction period. This task includes up to one hundred (100) hours of responding to RFI's and general communications during construction.

1.8.5 Shop Drawing Review. The Consultant will review site shop drawings. This task includes up to sixty (60) hours of shop-drawing review.

1.8.6 Change Orders. The Consultant will prepare up to two (2) change orders as required to accommodate field conditions, Contractor, and/or Town requests. This task includes up to sixty (60) hours for change orders.

2. Phase 2 - Town of Branford Fields Assessment

2.1 Project Kick-off and Meetings. The Consultant will hold a project kick-off meeting with the Town of Branford to review the project expectations. Consultant will also work with Town representatives to establish clear lines of communication for all parties as well as discuss the project reporting protocol. Consultant will review the expected design standards for the desired activities as well as discuss who we should obtain other information from and who the key stakeholders are. Furthermore, Consultant will meet with the town and stakeholders to review. Consultant anticipates two (2) night meetings, meetings along with five (5) town/stakeholder meetings (and three (3) public workshops - detailed later in this proposal) During the initial kickoff meeting Consultant will establish the best approach to engaging the public, exchanging information, building project support, and maintaining a high level of collaboration between Town, Consultant and community during each phase of project development. During this initial meeting Consultant will:

- a. Receive available information related to the project.
- b. Identify and discuss any technical and policy issues.

- c. Coordinate staff/consultant responsibilities.
- d. Set meeting schedule
- e. Refine the project schedule.
- f. Review this Scope of Services and confirm the project goals, objectives and expectations.
- g. Discuss project reporting protocol.

This first task is designed to enable the Consultant Team and the Town Management Team to coordinate regarding the identification of technical and policy issues, develop a contact list for the project, gather and review pertinent data, coordinate roles and responsibilities, and refine the project schedule – all contributing to the development of the Public Participation Plan (PPP).

Communications Infrastructure

Project Contact List. The Consultant will work with the Town Management Team to develop a preliminary contact list for the project. This list includes the Consultant Team and municipal staff who will be working on the project day-to-day and sharing regular updates.

Stakeholder Contact Database. The Town Management Team will provide the Consultant Team with an email contact list that will be used for e-blast notifications to key stakeholders and the general public. The Consultant Team will assist with identifying potential stakeholders that can help spread these electronic notifications into previously established networks, drawing from the multitude of personnel across Municipal (Town) demographic. Individual names will eventually be placed into different categories based on interests and how each might engage with the project.

Project Website. The Consultant Team will develop a project website (incorporating existing Town social media) to be used as part of the public outreach to post project information, documents, public workshops, and notifications of project milestones. Specific pages would include:

- Home Page (Project Overview, Consultant Team, and PPP).
- Resources Page (Supporting data, reference documents, and previous presentations).
- Current/Upcoming Events Page (Survey availability and Public Workshops).
- Contact/Get Involved Page.

Task 2.1 Deliverables:

- Draft and Final PPP.
- Project website/ Launch of social media campaign.
- Periodic updates to the PPP over the evolution of the project.

2.2 Data Collection and Analysis. After the kick-off meeting, the Consultant will complete a review of plans and documents that are relevant to the development of the Plan. This review may include the following:

- Plan of Conservation and Development
- Past Park Master Plans
- Site Plans
- Policies and Operational Manuals
- Division Strategic Plans
- Parks and Recreation Rules and Regulations
- Transit-Oriented Development Study
- Economic Development Plan
- Town of Branford Strategic Plan
- Board of Education Facilities Waterfall Schedule
- The Towns Website/Documents

The Consultant will also obtain and review any available existing demographic information and related documentation for the past five (5) years as well as any information on future demographic projections and other documents. Consultant's team will collect data and develop a comprehensive inventory of the Town's existing athletic field areas that will include the following:

- Properties identified in the RFQ
- Locations (address) and acreage.
- Inventory of infrastructure and amenities.
- Assessment of physical conditions and functionality of properties.
- Current recreational programming and events.
- Determination of recreation population currently being served.
- Maps illustrating the location of existing field properties and existing pedestrian, bicycle, and vehicular access to those properties.

The Consultant's personnel will visit, record observations, and update all inventories for the designated properties. Our field reconnaissance work will document existing conditions and unique physical features, both natural and manmade, including vegetation, topography, drainage characteristics, wetlands, streams, buildings, roads, drives, walks, active and passive recreation facilities, and utility systems. Consultant's sports & recreation, landscape architectural, engineering, and architecture staff members will review the sites to determine both the opportunities and constraints of the land for supporting existing, refurbished, or new facilities and infrastructure. For each site, findings will be recorded, and schematic design priorities established. The work completed during this phase will yield narratives, photographs and diagrams describing key results for incorporation into the final report. A maintenance plan along with life cycle costs will be provided.

All inventoried assets will be benchmarked against National Recreation and Parks Association standards.

The Consultant will review the specified town viewed field areas and facilities. This will allow a better understanding of how field/facility assets are distributed geographically within the community and how well the resident base is served by an essential range of field opportunities. During this time, Consultant will also work with town representatives to compile site information

and mapping suitable for use during the planning process and for use in the preparation of conceptual improvement plan diagrams. For this purpose, Consultant anticipate making use of town-wide and state Geographic Information System (GIS) mapping and various other surveys/plans specifically related to the sites that may be on file with various town departments. In the end, Consultant's work will be compatible with all town GIS/CADD mapping protocols.

2.2.1 Operating and Capital Budgets along with Revenue Potential and Cost Benefit Analysis (Detailed Financial Forecast (Pro Forma))

Building off the research, data, and input during the project, our sub consultant (SFC) will produce a 5-year cash flow forecast for the project. SFC's pro forma documents are detailed, institutional-grade financial forecasts used to support decision-making and financing. This will produce a baseline and accounts for application to one (1) site. Additional sites may be performed as an additional service not covered in this proposal.

The pro forma will provide insight into the financial potential of the project and will include projections related to construction and start-up costs, revenues/expenses by product/program, EBITDA, net income, facility utilization, and more.

The pro forma will provide the Town with detailed financial projections related to and based on:
The ideal business model

- Realistic and/or recommended debt-to-equity mix and debt service
- Right-sized program spaces and space requirements
- Construction and start-up costs based on recent, comparable projects
- Recommended parking and site size requirements
- A pricing analysis
- Revenue by product/program
- Direct/variable costs (Cost of Goods Sold)
- Facility and operating expenses
- Management and staffing model

2.3 Public Engagement. Our primary goal is to improve opportunities for the public to voice its values, ideas, and concerns regarding planning decisions that will impact daily lives.

Stakeholder Interviews

Interviews. The Consultant will conduct up to six (6) targeted virtual interviews with administrative/programming staff, concessionaires, target user groups and Town Management Team representative(s) to develop an understanding of how program information/registration systems and existing facilities are/are not meeting current or future needs, including discussions on anticipated capital expenses necessary for improvements/expansion.

Task Deliverables:

- Interview summaries.

Online Surveys

Athletic Facility Use Survey. This survey will be targeted towards user groups (league organizers, coaches, and administrators) to better understand how they access and utilize the Town's amenities (playing season, registration, access to/utilization of facilities, conditions of facilities, and existing/future needs).

Field Recreation, and Open Space Community Survey. This survey will be targeted towards the general public to better understand how the community utilizes existing field facilities, what improvements are needed, and any future needs.

Task Deliverables:

- User Group survey summary and raw data.
- Community survey summary and raw data.

Public Workshops

Public Workshop #1. Public Workshop #1 is proposed as an information gathering session to solicit input from the community on the needs and desires for athletic fields in Branford. The workshop's objective will be to clearly understand how residents gauge the Town's progress in meeting needs for athletic field facilities and programs.

A presentation on the overall scope of work and workshop expectations will be followed by facilitated workgroups. Participants will be divided into facilitated workgroups and run through a series of questions.

Public Workshop #2. Public Workshop #2 is proposed as a validation of findings and community visioning session at the completion of the information gathering and analysis phase. This workshop will be used, in part, to present the Consultant Team's findings and solicit input on a community vision and overarching goal statements for the Athletic Fields Plan. The workshop's objective will be to confirm if the Consultant Team clearly understands how residents and stakeholders utilize the athletic fields and programs, both today and into the future.

A presentation of the Consultant Team's findings will be followed by facilitated workgroups. Participants will be divided into facilitated workgroups and asked to contribute towards the development of a community vision and overarching goal statements.

Participants will also be asked to weigh-in on a community vision for the Athletic Field Plan by providing words, phrases, or statements that will contribute to an overarching vision. Participants will be asked to contribute to a series of goal statements that will be used to establish the framework for the action/implementation plan.

Public Workshop #3. Public Workshop #3 is proposed as a consensus building session where participants will be provided an opportunity to weigh-in on the draft Vision Statement, Goals, Objectives and Actions for inclusion in the Athletic Field Plan.

A presentation of the evolution of the project and the goals, objectives, and actions developed as a result will be presented. The presentation will be followed by a gallery-style session where participants circulate through the proposed goals, objectives, and actions and are asked to identify anything that may be missing. Next, participants will be asked to prioritize their top five priorities, so a natural ranking of priorities will emerge.

Task Deliverables:

- Three facilitated Public Workshops with all required materials and files.
- Responsiveness summaries of public engagement process.

2.4 Development of Athletic Plans and Supporting Materials. The Consultant will complete a high-quality, highly illustrative Athletic Fields Plan for delivery to town representatives. The document will be suitable for continued use as individual projects materialize. The report will be made available in hardcopy and electronic formats (suitable for web posting) and include the following items:

- Executive Summary.
- Results of existing conditions inventories and level of service analysis.
- Narratives that describe the current and future user demands.
- Compiled base plans and mapping.
- Conceptual designs for upgraded existing facilities.
- Conceptual designs for new facilities
- Cost estimates for individual property improvements.
- Total cost implications.

Based on information obtained during the kick-off meeting and during field reconnaissance and data gathering efforts, the Consultant will prepare concepts, narratives and support graphics that summarize our initial findings. In addition, we will address property conditions, limitations, opportunities, and improvement options. We will also begin to identify basic cost considerations for all potential improvements, and we will be prepared to discuss potential phasing strategies as part of the initial planning effort.

Final planning efforts are to include the elements described under the tasks above, incorporated into the plan in order to meet all confirmed Town, school, and community stakeholder priorities and preferences.

An Action Plan will be included in the final document and will include:

- Collected and analyzed demographic information for the community.
- Collected and analyzed information on participation, needs, desires, operations, programming, and land use trends and make Level of Service recommendations.

- Provide an Estimate of Probable Construction Costs to implement each renovation, addition and/or other improvement.
- Identify opportunities for available funding and acquisition alternatives.

Consultant will deliver a color version of the draft Master Plan document consisting of one (1) printed and bound color copy and an electronic copy in a format compatible with the Town's software.

Deliverables

- Town-wide Athletic Fields Plan: A phased project plan for athletic fields development, current state assessment for the Town, community visioning/priorities, and initial options.
- Perform analysis of the public input, categorizing the feedback and organizing it so there is line of sight to the plan goals and actions.
- Athletic Plan; Goal identification and Action plan development, and plan finalization and communication, including expected timeframes with assigned responsibility.

B. Exclusions And Additional Services

The Scope and Fee for Basic Services are based on information provided by Client. If Project parameters or field conditions vary significantly or if unforeseen circumstances arise, such changes will likely result in Additional Services and may affect construction costs and other Project costs.

The Services being provided within the Fee for Basic Services are only those which are expressly set forth in this Agreement. All other Services are Additional Services. Additional Services will be provided only if authorized by Client.

Except as may be described in the Basic Services set forth above, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Sites.

Consultant can provide any or all of the following Additional Services which is not an exhaustive list. Any Additional Services not listed below may be provided by others. Additional Services provided by Consultant will be paid on an hourly basis invoiced at the Consultant's Hourly Billing Rates in effect when the Services are performed.

1. In addition to the specific items identified as Additional Services under individual work phases, Consultant can provide additional types of Services including:
 - a. Survey Services including property surveys, topographic surveys, aerial mapping, easement maps, subdivisions, wetlands delineation and mapping, boundary monumentation and construction layout other than indicated above.
 - b. Environmental Services including (i) Phase I and Phase II Environmental Site Assessments, (ii) Hazardous Building Materials Inspection (HBMI), and (iii) investigation of vapor

- intrusion and supervising the design and implementation of remediation or mitigation strategies including vapor barrier and/or ventilation systems.
- c. Geotechnical investigation, analysis and recommendations other than indicated above.
 - d. Subsurface utility engineering (SUE) to locate underground utilities.
 - e. Architectural Concept plans.
 - f. Site Concept plans other than indicated above.
 - g. Traffic studies and analysis.
 - h. Civil site design other than indicated above.
 - i. Off-site improvement design.
 - j. Regulatory analysis and permitting strategies including zoning, wetlands and other local, state and federal requirements other than indicated above.
 - k. Regulatory permitting including local, state and federal environmental permitting
 - l. Regulatory permitting associated with local and state road opening, highway occupancy, encroachment and related traffic permitting.
 - m. Architecture and building design.
 - n. Structural engineering.
 - o. Geotechnical Engineering other than indicated above
 - p. Electrical Engineering (including transformer design or sizing, and or electrical panel design) other than indicated above
 - q. Mechanical, plumbing and fire safety engineering.
 - r. Design and specification of voice and data cabling systems, infrastructure and equipment.
 - s. Interior Design.
 - t. Landscape architecture other than indicated above.
 - u. Final Design other than indicated above.
 - v. Bid phase Services other than indicated above.
 - w. Final Design Construction cost estimating.
 - x. Construction administration other than indicated above.
 - y. Developing and issuing of any bid addenda's
 - z. Construction inspection.
 - aa. Assistance with LEED, Green Globe or similar energy or environmental certifications.
 - bb. Commissioning.
 - cc. Athletic lighting coordination and design.
 - dd. Cultural Resource services including Section 106 compliance; historic architecture and archaeological investigations; and Geographic Information Systems (GIS) analysis.
 - ee. Natural Resource services including National Environmental Policy Act (NEPA) and any state and local environmental policy act compliance, state and federal wetland delineations, jurisdictional determinations and wetland functional assessments including stream assessments and restoration techniques, habitat assessments, vernal pool assessments and surveys as well as Section 7 coordination under the Endangered Species Act, including bat habitat assessments.
 - ff. Topical and comprehensive planning services other than indicated, including community and economic revitalization programs, open space and historic resource preservation, and funding/revenue alternatives, grant writing and management.

2. Redesign or excessive revisions required by Client or public agencies. The Fee specified is based on reasonable and customary revisions required by public agencies. Redesign or excessive revisions will constitute Additional Services.

3. Any services in support of litigation, mediation, an administrative action or arbitration relating to the Project or the Site and any additional design or permitting activities resulting from the final resolution of such litigation, mediation, administrative action or arbitration.

4. Modifications to Consultant's work required by changes in applicable federal, state and local law, including statutes, ordinances and regulations.

5. Preparation, attendance and presentation at meetings and public hearings other than those specified as part of Basic Services.

6. Services necessary to respond to the recommendations of any value engineering exercise including modifications to any reports, drawings, specifications, bidding or other documents.

7. Preparation and maintenance of a Building Information Model (BIM).

8. Review, revision and execution of certifications required by Client or Client's lender. Consultant will not certify to matters that are beyond the scope of services provided by Consultant.

IV. SCHEDULE

A. Schedule

~~Consultant will work with the Client to develop a schedule that is mutually agreeable to both parties, which schedule may be revised during the course of the Project by mutual agreement of the parties.~~

V. FEES AND EXPENSES

A. Fees For Basic Services

The Fee specified is based on consultant and sub consultant providing all of the Services included in Basic Services. If the Client desires Consultant to perform some, but not all, of the Services included in Basic Services, then the Fee for individual phases may increase. The revised Fee will be negotiated separately.

The Fee specified is based on Consultant performing the Basic Services in a logical and efficient sequence. If Client directs a different sequence of Services, such revised sequence will likely require Additional Services and may impact the Schedule of the Project including regulatory review and approvals. Consultant shall not be responsible for any increased costs or delay in the Project resulting from Client's decision to alter the sequence.

The breakdown of the Total Fee among the phases as set forth below is a good faith estimate. The cost of particular phases of Basic Services may exceed the estimate below, but Consultant will not incur Fees beyond the Total Fee as presented below without Client authorization.

Fixed Fee. Consultant will provide the Basic Services identified as "Fixed" for the Fixed Fee set forth. Fees for each phase will be billed monthly on the basis of percentage completion.

Hourly Estimated Fee. Consultant will provide the Basic Services identified as "Hourly Estimated" on an Hourly basis at its Hourly Billing Rates in effect when the Basic Services are performed and Client will pay for the time actually spent. The Hourly Estimated Fee has been provided at the Client's request for tasks as to which: (a) the scope is not fully defined and, therefore, no Total Fee can be provided or (b) the extent of Consultant's effort that will be required to perform the scope is unknown at this time. Accordingly, the Hourly Estimated Fee is a good faith estimate based on the information currently available about the Project, the Scope of Service and the level of effort. Consultant cannot and does not guarantee that the Basic Services can be completed within the Hourly Estimated Fee. Fees for each phase will be billed monthly on the basis of time spent. *Consultant will not incur Fees above the Hourly Estimated Fee without authorization or approval by the Client.*

Fee Schedule:

Task:	Fee type:	Fee:
Phase 1 Walsh Intermediate School Athletic Field		
Survey	Fixed	\$11,000
Geotechnical Engineering	Fixed	\$15,000
Wetlands Delineation, Report and Regulatory Support	Fixed	\$6,000
Preliminary Design	Fixed	\$29,500
Cost Estimate	Fixed	\$4,500
Meetings	Fixed	\$10,000
Permitting	Hourly Est	\$20,500
Construction Documents	Fixed	\$35,000
Bidding Assistance	Fixed	\$5,500
Construction Administration	Hourly Est	\$30,000
	Total Proposed Fee	\$167,000
	Expense Allowance*	Estimate \$2,000
	Total Proposed fee with Expense Allowance	\$169,000

Phase 2 - Town of Branford Fields Assessment			
Project kick-off (and 5 progress meetings)	Fixed		\$10,000
Contact list and database development	Fixed		\$3,000
Project web site	Fixed		\$5,500
Data collection and analysis (base maps)	Fixed		\$16,500
Demand (demographic) analysis	Fixed		\$8,000
Maintenance Plan and Life Cycle Cost	Fixed		\$9,950
Operating and Capital Budget along with Revenue Potential Cost	Fixed		\$60,000
Benefit Analysis (Mater Proforma and first site)			
Stakeholder Interviews (6 virtual)	Fixed		\$6,000
Online Surveys (2)	Fixed		\$18,500
Public Workshops (3)	Fixed		\$24,000
Final Plan Development	Fixed		\$26,500
		Total Proposed Fee	\$187,950
		Expense Allowance*	Estimate \$2,000
		Total Proposed fee with Expense Allowance	\$189,950

*The Reimbursable Expenses are only an estimate. All actual Reimbursable Expenses will be paid.
 **The average estimate cost per site to be taken to preliminary design excluding TBD items.

B. Fees for Additional Services

All Additional Services will be paid in addition to the Total Fee. Unless otherwise agreed, such Additional Services will be paid on the basis of actual time spent using the Hourly Billing Rates in effect when the Services are performed.

C. Reimbursable Expenses

1. Expenses included as overhead:

Routine copies and printing, first class postage, routine local, and long-distance telephone service and facsimile transmission and receipt will be provided without charge.

2. Expenses reimbursable to Consultant:

All other out-of-pocket expenses not indicated in Basic Services including subconsultants, subcontractors, materials, equipment rentals, mileage, travel expenses, traffic control, additional insurance requirements imposed by the Client, multi-set or large volume copying and printing, binding, overnight delivery service, deed and map copies and application fees and related expenses required for agency or Client submissions are Reimbursable Expenses.

D. Hourly Billing Rates

Consultant will utilize the following Hourly Billing Rates, which include fringe, burden and overhead:

**Hourly Billing Rates
January 1, 2022**

<u>Classification:</u>	<u>Hourly Rate:</u>
Senior Principal	\$225-\$300

ENGINEERING & LANDSCAPE ARCHITECTURE

Principal Engineer	\$200-\$280
Principal Landscape Architect	185-225
Senior Project Manager	210-260
Project Manager	170-230
Senior Engineer	150-230
Project Engineer	115-175
Staff Engineer	100-135
Senior Mechanical Gas Designer	150-190
Senior Landscape Architect / Specialist	150-200
Project Landscape Architect / Specialist	110-155
Staff Landscape Architect / Specialist	90-125
Principal Construction Inspector	160-250
Senior Construction Inspector	140-210
Construction Inspector	100-170
Project Coordinator	90-135
Senior GIS Specialist	105-175
GIS Specialist	90-145
GIS Technician	65-115
Senior CADD Designer	100-145
CADD Designer	85-125
Technician	70-100
Senior Administrative Assistant	95-105
Administrative Assistant	60-95

ARCHITECTURE

Principal Architect	\$200-\$280
Senior Project Manager	200-260
Project Manager	160-230
Senior Architect	160-230
Project Architect	145-175
Job Captain	125-170
Staff Architect	70-125

Senior Designer	110-145
Designer	90-130
CADD Operator	75-120
Senior Construction Manager	185-215
Senior Construction Administrator	125-160
Construction Administrator	110-140
Project Coordinator	90-105
Construction Coordinator	75-100
Administrative Assistant	60-95

STRUCTURAL ENGINEERING

Principal Engineer	\$200-\$280
Senior Project Manager	210-260
Project Manager	170-230
Senior Engineer	150-230
Project Engineer	115-175
Staff Engineer	100-135
Project Coordinator	90-135
Senior CADD Designer	100-145
CADD Designer	85-125
Technician	70-100
Senior Administrative Assistant	95-105
Administrative Assistant	60-95

MEP ENGINEERING

Principal Engineer	\$200-\$280
Senior Project Manager	210-260
Project Manager	170-230
Senior Engineer	150-230
Project Engineer	115-175
Staff Engineer	100-135
Senior Mechanical Gas Designer	150-190
Project Coordinator	90-135
Senior CADD Designer	100-145
CADD Designer	85-125
Technician	70-100
Senior Administrative Assistant	95-105
Administrative Assistant	60-95

SURVEY & SUBSURFACE UTILITY ENGINEERING

Principal Land Surveyor	\$225-\$280
Senior Land Surveyor	210-230
Senior Project Manager	180-225
Project Manager	130-200

Survey Technician	100-135
Subsurface Utility Specialist	100-155
Crew Chief / 1-Man Robotic Crew	90-170
Transit Person	85-110
Rod Person/Technician	75-100
Administrative Assistant	60-95

E. Fee Protection

The Fee proposed in this Agreement shall remain valid for three months after the date of this Agreement. Consultant retains the right to revise the Fee and/or update this Agreement if this Agreement is not executed by the Client or work has not yet begun, due to no fault of the Consultant, within three (3) months of such date.

The Hourly Billing Rates shall remain in effect for work done during the calendar year. Consultant adjusts its Hourly Billing Rates annually on January 1.

F. Billing

Consultant will bill Client by issuing invoices at the end of each month beginning with the commencement of work and continuing through Project completion. Each monthly invoice will be for all Fees earned (whether for Basic Services or Additional Services) and Reimbursable Expenses incurred by Consultant during the month. Sales and Use Tax, if any, imposed on the Consultant will be added to the bill. Client agrees that all invoices are due no later than thirty days after the date of the invoice. Client's payment of the invoice will acknowledge that Client is satisfied with Consultant's services and knows of no defect or deficiency in Consultant's services at the time of payment. If Client objects to all or any portion of the invoice, Client will notify Consultant within ten (10) business days from the date of receipt of the invoice and shall make timely payment of the undisputed portion of the invoice. The parties will immediately confer to resolve the disputed portion of the invoice.

Consultant reserves the right to charge interest at 1.5% per month on the unpaid balance of any invoice beginning on the 31st day after the date of the invoice. Consultant also reserves the right to suspend or terminate Services on all of Client's Projects if any balance remains unpaid for more than 30 days after the date of the invoice. If Client is or has been delinquent in its payments, Consultant reserves the right to require payment prior to the commencement of additional work. Consultant shall not be liable to Client for any costs or damages or any impact on Project Schedule that may result from Consultant's suspension of services due to Client's nonpayment. If Consultant resumes services after all invoices have been paid, the schedule and compensation may be equitably adjusted to reflect any delays or additional costs caused by such suspension of services. Continuation of service is not a waiver of Consultant's right to collect all sums due and is not a waiver of Consultant's right to suspend or terminate Services at a later

time. The suspension or termination of Services shall be without further obligation or liability from Consultant to the Client but shall not relieve the Client of the obligation to pay for Services performed by Consultant through the date of termination. Consultant reserves the right to withhold any deliverables until Client has paid in full. If Consultant engages an attorney or collection agency to collect any unpaid balances, the Client shall be responsible for all costs, expenses, attorney fees for outside and in-house counsel and collection fees incurred by Consultant in the collection of any unpaid balances.

Send remittances to:

By Check via USPS Mail: BL Companies, Inc.
PO Box 845920
Boston, MA 02284-5920

By Check Via FedEx: BL Companies, Inc.
355 Research Parkway
Meriden, CT 06450

By Wire: Wire Routing Number: 011500120
ACH Routing Number: 211170114
Citizens Bank Account Number: 2202501333
Swift Code # (for international wire) CTZIUS33

Bank info: Citizens Bank
1 Citizens Drive
Riverside, RI 02915

When initiating a wire, please send remittance advice to AR@BLCompanies.com.
Include your invoice number(s) to assure your payment is applied properly.

VI. TERMS & CONDITIONS

This Agreement is subject to the attached Consultant Contract Provisions, which are incorporated into this Agreement in their entirety.

VII. CLOSING STATEMENT

If this Agreement, along with the attached Consultant Contract Provisions, is agreeable, please indicate your acceptance by signing on the attached acceptance form, and by returning an executed Agreement along with the retainer, if required, to the named individual below. A signature transmitted by electronic means shall be binding and have the same force and effect as an original signature. Any changes to this Agreement must be initialed by both parties to be binding.

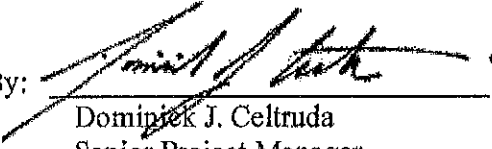
After we receive the executed Agreement from you, and any required retainer, we will execute it to make it a binding Agreement and return one (1) fully executed Agreement to you.

We look forward to participating in the successful realization of this Project.

Very truly yours,

BL COMPANIES CONNECTICUT, INC.

By:


Domipiek J. Celtruda
Senior Project Manager

[Execution signatures on following page]

ACCEPTED AND AGREED

**CLIENT
TOWN OF BRANFORD**

By: _____

Date: _____

Printed Name: _____

Title: _____

**CONSULTANT
BL COMPANIES CONNECTICUT, INC.**

By: _____

Date: _____

Printed Name: _____

Title: _____

~~Please send executed Agreement to:~~

~~BL Companies, Inc.~~

~~355 Research Parkway~~

~~Meriden, Connecticut 06450~~

~~dceltruda@blcompanies.com~~

~~Attention: Dominick J. Celtruda~~

CONSULTANT CONTRACT PROVISIONS

1. **CONTRACT** – This Agreement constitutes the full and complete agreement between the parties and may be changed, amended, added to, superseded or waived only if both parties specifically agree in writing to such amendment of the Agreement. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. In the event of any inconsistency between this Agreement and any proposal, contract, purchase order, requisition, notice to proceed or like document, this Agreement shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the Consultant to perform its Services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant-generated documents for marketing purposes, for purposes other than the purpose for which the documents were prepared by Consultant, or for future modifications, without Consultant's express written permission.

Any reuse or distribution to third parties without such express written permission or specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse or distribution.

4. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any Services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Accordingly, Client shall require all of its contractors and subcontractors to indemnify and hold harmless Consultant from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by Consultant's sole negligence. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents.
5. **STANDARD OF CARE** – Consultant and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that Services provided will be rendered without any warranty, express or implied. The Client recognizes that the professional standard of care does not require that the Consultant's instruments of service be perfect and that some change orders may be required even by instruments of service that meet the professional standard of care. Accordingly, and in recognition of the possibility of unforeseen circumstances

occurring during the life of the Project, the Client agrees that the Project budget for design and construction will include a contingency which is reasonable in light of the stage of the Project and the information available at the time the budget is established. Consultant will not be liable for increased construction costs that are within a reasonable contingency.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's Services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect.

In the event a change is required because the Consultant breached the standard of care, then: (1) the Consultant shall be responsible for revising its instruments of service at no cost to the Client; (2) if a required item or component of the project is omitted from the construction documents or if a change order is otherwise required, Consultant shall be responsible for paying the incremental cost of adding or correcting that item or component, excluding the reasonable cost that would have been incurred by the Client at the time of the original bid for such Project item or component to the extent such item or component would have been required and included in the original construction documents; (3) in no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

6. **OPINION OF PROBABLE COSTS** – When required as part of its work, Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
7. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by Consultant. The Client shall remain liable for, and shall promptly pay Consultant for all Services rendered to the date of suspension of Services. Continuation of the Services at a later date may result in additional fees.
8. **TERMINATION** – This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Client will pay Consultant for all Services rendered and Reimbursable Expenses incurred under this Agreement to the date of termination.
9. **INSURANCE** – Consultant will maintain Worker's Compensation insurance meeting statutory requirements and will maintain general liability, automobile liability, and professional liability coverage of at least one million dollars (\$1,000,000.00) during the time Consultant is providing Services to Client.

10. **AGREED REMEDY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that, to the maximum extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents and subconsultants for any and all of the Client's or anyone claiming by, through or under the Client's damages, injuries, claims, losses, or expenses whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, to the sum of two hundred fifty thousand dollars (\$250,000.00) or the Consultant's Total Fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

It is the intent of the Client and Consultant that the Consultant's Services under this Agreement shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the Services that are performed under this Agreement.

Client may not assert any claim against Consultant after the shorter of three (3) years from substantial completion of Services giving rise to the claim or the statute of repose provided by law.

11. **CHANGES OR DELAYS** - The Fees described in Section V constitute Consultant's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if Consultant's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant. Temporary work stoppages caused by any of the above may result in additional costs. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

12. MISCELLANEOUS

Governing Law and Dispute Resolution: The laws of the State of Connecticut shall govern the validity and interpretation of this Agreement.

The Client and Consultant agree to submit all claims and disputes arising out of Consultant's performance under this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement, however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Client and Consultant mutually consent and submit to the jurisdiction of the federal and state courts for the State of Connecticut and agree that any action, suit or proceeding arising out of this Agreement may be brought in the federal or

state courts for the State of Connecticut. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding, any defense or objection based upon lack of personal jurisdiction, improper venue or inconvenience of forum.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Reliance: Consultant shall be entitled to rely on the accuracy and completeness of any and all information provided by the Client, Client's consultants and contractors and information from public records without the need for independent verification.

Non-solicitation: The Client and the Consultant agree that during the term of this Agreement and for one year thereafter not to for themselves or for any other person or entity, directly or indirectly (1) cause or induce or attempt to cause or induce any employee of the other party who is working on the Project to leave employment or (2) employ or engage or attempt to employ or engage any employee of the other party who is working on the Project.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party.

Certifications: Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

Intended Beneficiaries: No one other than Consultant and Client are the intended beneficiaries under this Agreement and; therefore, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant.

Consequential Damages: Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Project Information: Consultant shall have the right to include photographic or artistic representations and a description of the project among Consultant's promotional and professional materials, print and electronic. Consultant shall be given reasonable access to the completed Project to take photographs or make such representations.

Authorization: Client agrees that the individual signing this Agreement is duly authorized to fully bind the Client, its successors and assigns.

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OFFICE OF THE TREASURER RECEIVED
BRANFORD, CONNECTICUT

2022 NOV 23 P 4:07

1019 MAIN STREET
POST OFFICE BOX 150

Wesley E. Arpin
BRANFORD TOWN CLERK (203) 315-0663
FAX (203) 315-3736
WWW.BRANFORD-CT.GOV

Date: November 23, 2022

To: Joseph Mooney, Chairman Board of Finance
James Cosgrove, First Selectman

From: James Finch, Finance Director

Re: American Rescue Plan Act (ARPA) – Declaration of Intent

At the August meeting we discussed an approach that pursuant to our claiming strategy would allocate approximately 95% to government services with the remaining balance available to support area non-profits.

I recall there was a general consensus on this approach. By contrast, members expressed differing views on how to distribute these dollars. Therefore, at this point it may be helpful for the board to consider a two-step process. The first step is to declare the board's intent to allocate \$425,000 for local non-profits impacted by the pandemic. The second step (future meeting) would be to approve an appropriation after the administration presents an acceptable distribution channel. This approach will assist our planning efforts by outlining the size of our government services bucket relative to the nonprofit bucket. Therefore I ask that you consider taking this first step by adopting the following resolutions:

Resolved that the Board of Finance acknowledges the Branford community's desire to use a portion of the American Rescue Plan's allocation to assist nonprofit organizations within the Town that have suffered negative impacts as a result of the pandemic. Therefore, the Board of Finance hereby declares its intent to reserve \$425,000 of the Town's \$8,257,021 allocation.

Resolved: that the Board of Finance requests the First Selectman to research and provide administrative and distribution options to the Board with regard to local nonprofit organizations negatively impacted by the pandemic.

**BRANFORD REPRESENTATIVE TOWN MEETING
2023 MEETING SCHEDULE**

All meetings will begin at 8:00 p.m. and will be held in-person at Fire Headquarters, 45 North Main Street, 2nd Floor Training Room.

2023 SCHEDULE

January 11 (as per 2022 regular meeting schedule)

February 8

March 8

April 12

May 9 (budget)

June 14

September 13

October 11

November 14 (organizational meeting)

December 13

January 10, 2024

Respectfully submitted,

Dennis T. Flanigan, Moderator

Wai Stephens
BRANFORD TOWN CLERK

2022 DEC - 1 | A 11: 12 |

RECEIVED