



Monday, February 23, 2026 | 6:00 PM

COMMITTEE OF THE WHOLE - AGENDA

Mayor Jill Rusk, Deputy Mayor Stephen Sheffield, Councilor Jean-Claude Ambroise, Councilor Nicholas Johns, Councilor Christy McElroy, Councilor Christine Piazza, Councilor Paul Norris and City Clerk Dani Baycura

Join Zoom Meeting

<https://us06web.zoom.us/j/86127609439?pwd=CijExcLSYRWopc0K14hbjahs3admjT.1>

Meeting ID: 8612760 9439

Passcode: 391470

I. ROLL CALL

II. NEW BUSINESS OR REFERRAL

A. Boards and Commissions

1. Planning and Zoning Commission Appointment – M. Lhowe
2. Youth Advisory Committee Re-appointment – K. Strickland
3. Youth Advisory Committee Re-appointment – L. Lambert
4. Youth Advisory Committee Re-appointment – M. Bishop

B. Economic Development

1. CT Main Street Invite

C. Parks and Recreation

1. Lower Thames View Update
2. Mohegan Basketball Club Donation
3. SubVets Memorial Guardrail

D. Public Safety/Public Works Committee Update

1. West Pleasant Valley Fire Inspection Fees
2. Fire Staffing

III. ADJOURNMENT



Date 2/17/2026	Department Mayor's Office
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Initiative:

Mayor & Council to approve Mary Lhowe as a regular member to the Planning & Zoning commission

Information:

The Planning & Zoning Commission currently has two vacancies for regular members, and three vacancies for alternate members. The Commission is comprised of seven regular members and three alternates, all with three-year terms.

The Mayor's office has been actively seeking residents who are interested to apply to sit on various open boards and commissions within the City.

State Statutes Planning and Zoning, Section 8-1 and City of Groton Ordinance #41 states, "Appointments shall be made by the Mayor with the approval of the City Council"

Mayor Rusk conducted a phone interview with Mary Lhowe to learn about her background and why she was interested in joining the Commission. Based on that conversation, Mayor Rusk recommends accepting Mary's application and appointing her as a regular member. Mary's application and resume are enclosed.

Options:

1. Approve the appointment
2. Deny the appointment
3. Request additional information about the candidate
4. Do nothing

Recommended Action:

The Mayor's Office recommends option #1, approve the appointment

APPLICATION FOR BOARDS, COMMISSIONS & COMMITTEES

Please return the completed application to: City Clerk, 295 Meridian Street, Groton, CT 06340

BOARD OR COMMISSION: Planning and Zoning Commission

NAME: Mary Lhowe

ADDRESS: 169 Monument St - Groton

EMAIL: MaryLhowe827@gmail.com

Political affiliation (if any) _____ Daytime telephone: 401-330-7503

1. What do you know about this Board or Commission? _____

makes decisions on land use

2. Why would you like to serve on this Board or Commission? _____

What to make a useful contribution
to the future of the City

3. List qualifications you have (education, work, hobbies, community activities) that would help you in fulfilling your responsibilities as a member. BA + MS in journalism

Decades of news reporting on many topics,
including local governments

Date: Feb. 9, 2026 Signature: Mary B Lhowe

Please include a resume with application

For office use only	Date
Copy to Mayor	
City Council Appointment	

(Rev September 22, 2023)

2026 FEB - 9 P 6:27

MARY B. HOWE

Email: MaryLhowe827@gmail.com

401-330-7503

REPORTER • WRITER • COMMUNICATOR • PERSUADER • PROMOTER

Attributes

- Extensive experience interviewing, using diverse sources, writing for targeted audiences
- Proven ability to elicit and synthesize information, to cultivate sources, to organize time and resources, to meet deadlines
- Expert in every format of print, online, and social media
- Ability to mentor, supervise and inspire fellow workers

Education

- San Francisco State University – B.A. in journalism
- Columbia University Graduate School of Journalism – M.S. in journalism

Work History

ecoRI.org — Freelance Reporter Rhode Island

May 2022 to present

Report and write news stories about many environmental topics, particularly offshore wind industry, plastics and plastic pollution, and solar power, among others, for Rhode Island-based environmental news website.

VisitNewEngland.com — Editor Warwick, Rhode Island

June 2006-October 2021

Create fresh, useful content for New England travel and tourism website with 1 million annual viewers. Improve search engine optimization. Develop cooperative relationships in regional travel industry. **Achievements:** Enhanced editorial content; produced a spike in readership and Facebook interaction. Familiar with website management, PhotoShop, InDesign.

Catholic Digest magazine — Copy Chief New London, Connecticut

February 2002-June 2006

Managed copy flow for 330,000-circulation monthly magazine in the United States and Canada. Directed editors, production manager, and art director; managed deadlines; designed editorial packages. **Achievements:** Created several popular editorial packages; helped maintain high staff productivity during several changes of editor.

Newport Daily News — City Editor Newport, Rhode Island

January 2001-January 2002

Supervised news operations for 12,000-circulation six-day-a-week newspaper. **Achievements:** Led staff through on-deadline local reporting on September 11, 2001; managed coverage of a series about local tourism. Organized and managed preparation for extensive reporting on the 2000 U.S. Census. Newspaper won the New England Newspaper Association Newspaper of the Year award for 2001.

**Providence Journal — Reporter
Providence, Rhode Island**

July-December 1999

As a full-time reporter on a temporary assignment in the West Bay bureau of the Providence Journal, covered the public schools, city planning, and economic development. Full time at 40 hours + per week.

**Mashantucket Pequot Tribal Nation — Publications Manager
Mashantucket, Connecticut**

1997-1999

As publications manager for the public relations department for Indian tribe that operates a casino and other businesses, wrote monthly newspaper; wrote and produced the tribe's annual report; promoted tribe's message to diverse audiences; worked on media relations with national and international visitors.

**Mystic River Press — Owner and Editor
Mystic, Connecticut**

1995-1997

Managed all editorial aspects of writing and producing a weekly community newspaper; built relationships with individuals, organizations, opinion leaders, and other sources; supervised a comprehensive redesign of the paper. Full time at 40 hours + per week.

**Watson Institute for International Studies at Brown University — Editor
Providence, Rhode Island**

1992-1999

Edited books and other manuscripts on topics of international affairs; wrote and produced quarterly newsletter of the institute. Full time at 40 hours + per week.

**Alamance-Orange Enterprise — Owner and Editor
Mebane, North Carolina**

1984-1989

As co-owner and editor, managed all aspects of producing a weekly newspaper. **Achievements:** Improved news and opinion content, increased readership, developed productive relationships with all sectors of the community; sold business after five years for almost twice the original purchase price. Full time at 40 hours + per week.

**Westchester-Rockland Newspapers — Reporter
Rockland County, Mount Vernon, and Mamaroneck, New York**

1980-1984

Reporter covering education in several school districts and private schools, including budgets, school board elections; covered general assignment and spot news. Laid out Saturday newspapers. Full time at 40 hours + per week.

Freelance writer for *Providence Business News*, the *Providence Journal*, *Providence Monthly*, the *Providence Phoenix*, *MAX* magazine, and the alumni magazine of the University of North Carolina at Chapel Hill.

Volunteer and Community Activities

- First volunteer coordinator for the parent/child reading program **Books Beyond** at Rhode Island prisons 2004 to 2010. Managed state and federal grants; ordered and organized books; recruited and trained about 20 volunteers; worked with inmates. Developed links with local colleges, churches, and community service groups. Won Volunteer of the Year Award for RI Department of Corrections in 2010.
- Directed editorial content of *Street Sights*, Rhode Island's all-volunteer street newspaper about homelessness 2008-2010. Tutored and guided reporters, including homeless people and college students; designed and laid out the paper; served on advisory board directing development of the enterprise. **Achievements:** Helped improve the editorial product; guided staff members through an ever-changing mix of needs and capacities.
- Bandemonium Jazz Band (first alto saxophone)



Date 2/17/26	Department Parks & Recreation
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Initiative:

Re-Appointment of a regular member of the Youth Advisory Committee

Information:

Keona Strickland's term on Youth Advisory Committee expired on 3/7/2025 and she desires to continue to serve on this committee. Terms for this committee are 2 years and appointed by Mayor and Council.

Options:

1. Approve and accept Keona Strickland's re-appointment
2. Don't approve re-appointment
3. Postpone vote to a later meeting

Recommended Action:

Motion to recommend a resolution to re-appoint Keona Strickland as a full term regular member on the Youth Advisory Committee



Date 2/17/26	Department Parks & Recreation
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Initiative:

Re-Appointment of a regular member of the Youth Advisory Committee

Information:

Lisa Lambert's term on Youth Advisory Committee expires on 3/7/2026 and she desires to continue to serve on this committee. Terms for this committee are 2 years and appointed by Mayor and Council.

Options:

1. Approve and accept Lisa Lambert's re-appointment
2. Don't approve re-appointment
3. Postpone vote to a later meeting

Recommended Action:

Motion to recommend a resolution to re-appoint Lisa Lambert as a full term regular member on the Youth Advisory Committee



Date 2/17/26	Department Parks & Recreation
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Initiative:

Re-Appointment of a regular member of the Youth Advisory Committee

Information:

Megan Bishop's term on Youth Advisory Committee expires on 3/7/2026 and she desires to continue to serve on this committee. Terms for this committee are 2 years and appointed by Mayor and Council.

Options:

1. Approve and accept Megan Bishop's re-appointment
2. Don't approve re-appointment
3. Postpone vote to a later meeting

Recommended Action:

Motion to recommend a resolution to re-appoint Megan Bishop as a full term regular member on the Youth Advisory Committee



Date 2/19/2026	Department Economic Development & Parks & Rec.
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Initiative:

Lower Thames View Park & Dock Development Timeline
Address: 343 & 353 Thames Street
Goal: ADA Accessibility & 8 transient slip for 26' Vessels

Information:

Development Timeline

2005 – Property Acquisition

- City purchased parcels at:
 - o 334 Thames St. (Office)
 - o 343 Thames St. (Duplex)
 - o 342 Thames St. (Boarding House)

2007 – Site Preparation

- Demolition of pre-existing buildings

2009 – Waterfront Stabilization

- Removed deteriorated stone bulkhead
- Installed new steel sheet pile bulkhead

2013 – Public Access Improvements

- Installed retaining wall
- Added stair access to waterfront

Options:

2026 – ADA Accessibility Phase (Next Critical Step)

- ADA compliance required for use of dock facility
- Loureiro identified as preferred consultant for:
 - o Schematic design → construction documents
 - o Bid support
 - o Construction administration

Consultant Fees:

- Design & Bid Preparation: \$24,881
- Construction Administration: \$22,066.50

Construction Funding:

- Portion may be encumbered from FY 25–26 Planning budget

Recommended Action:

Current Status & Next Phase

- Dock permits active (through 2026/2027 deadlines)
- Lower Thames View Park must be ADA accessible to activate dock facility
- ADA construction is the next essential phase to fully operationalize the park and docks
- Approval to contract with Loureiro to complete the ADA Accessibility Phase



September 15, 2025

Purchasing Agent
City of Groton
295 Meridian Street
Groton, CT 06340

RE: Agreement, Engineering Design Services, Bid Preparation & Review, Construction Administration and Inspection Services for ADA Compliant Access
Project Location: 343 Thames Street, Groton, CT RFP #05-06-25

This Agreement is executed between Loureiro Engineering Associates, Inc. (hereinafter "LEA" or "Consultant") located at 15 Thames Street, Groton, Connecticut and The City of Groton (hereinafter the "City") located at 295 Meridian Street, Groton, Connecticut for City of Groton project RFP #05-06-25, Engineering Design Services, Bid Preparation & Review, Construction Administration and Inspection Services for ADA Compliant Access at 343 Thames Street.

1.0 SCOPE OF SERVICES

1.1 Design Services and Bid Preparation

Task 1 - Project Initiation

LEA will attend a kick-off meeting with the City to review the project's goals, review existing conditions, discuss the design process, and confirm the project schedule. Following the kick-off meeting, LEA will issue a project schedule to identify each project task/sub-task and their associated timeframes/key dates.

Task 2 - Site Survey

LEA's in-house survey team will conduct an existing conditions survey of the park within the Project Area shown on Attachment 1. The survey will be used to develop an "Existing Conditions Plan" that will be used as the basis for all design.

1. LEA will mobilize to the park to locate the horizontal and vertical locations of existing improvements within the Project Area such as the edge of sidewalk, concrete wall, stairs, gravel access drive, stone blocks, fence line, etc. The surveyors will document the topography of the park, including spot grades at critical locations.

Loureiro Engineering Associates, Inc.

15 Thames Street, Suite 211 • Groton, CT 06340 • 860-448-0400 • Fax 860-448-0899 • www.Loureiro.com

AN EMPLOYEE-OWNED COMPANY

Affirmative Action / Equal Opportunity Employer



2. LEA will prepare an Existing Conditions Plan of the park that will document the locations of features and topography. Elevations of the ground surface (topography) will be depicted at one-foot intervals, and additional spot grade elevations will be included as obtained. Areas beyond the park, as applicable, will be obtained from aerial mapping. Since a complete title search and Property Boundary Survey are not included in the survey, the Existing Conditions Plan will be considered a “Compilation Plan”.

Task 3 - Preliminary Design

1. LEA’s design team will conduct a visit to the park to observe existing conditions, verify design considerations, and assess design layouts relative to existing conditions. LEA would also accommodate a site visit with City representatives so that specific design elements and areas of concern can be discussed at the park in “real time”.
2. LEA’s design team will work in a collaborative manner to assess various options for accessibility to the park. We will produce various sketches and cross-sections to contemplate potential layouts and grades for access that serve the public and the needs of the City.
3. LEA will attend a Preliminary Design meeting with the City to review and discuss the work in-progress. This meeting will be a “working session” in which LEA will actively collaborate to discuss layout and design concepts, ideas, benefits/drawbacks of options, concerns, special considerations, etc. as relates to proposed accessibility. The LEA design team will be equipped with supporting materials such as existing conditions photographs, design examples, precedent images, plan sheets, etc. Additional coordination can be conducted throughout Preliminary Design via telephone, e-mail, and virtual meetings.
4. LEA will prepare Preliminary Design drawings to define the specific scope of improvements to support accessibility. The Preliminary Design will include elements of the proposed work depicted in a dimensionally accurate format using an appropriate scale. The plans will be supplemented with the appropriate callouts and notations for clarity. The Preliminary Design will generally include the following drawings:
 - Existing Conditions Plan
 - Site Plan (accessibility improvements)
 - Details and Cross Sections
 - Material/Product Specifications
 - Precedent/Example Images
 - Material samples (as appropriate)
5. LEA will prepare an opinion of probable construction cost based on the Preliminary Design. The opinion of probable construction cost will utilize the Unit Quantity Method and will be based on the material types and quantities included in the design. The opinion of probable



construction cost will be broken down by applicable Construction Specifications Institute (CSI) numbered divisions.

6. LEA will submit the Preliminary Design package and opinion of probable construction cost to the City review and comment. We will then meet with the City to review and discuss the Preliminary Design materials. Comments received from this review will be incorporated into the Final Design.

Task 4 - Final Design

1. LEA will prepare Final Design drawings to refine the Preliminary Design based on comments received from the City to incorporate additional detailed design information and notations as appropriate for bidding, contracting, and construction of the improvements.
2. LEA will prepare technical specifications to coincide with the Final Design drawings. Technical specifications will be prepared in CSI 2020 MasterFormat®, and will define administrative, technical, material, procedural, and coordination requirements for the project.
3. LEA will update the Preliminary Design opinion of probable construction cost based on the Final Design.
4. LEA will submit a 90% Final Design package and opinion of probable construction cost to the City for review and comment. We will then meet with the City to review and discuss the 90% Final Design materials. LEA will document the City's comments for incorporation into the design.
5. LEA will update the 90% Final Design package to 100% Final Design and issue a complete package to the City.

Task 5 - Bid Documents

1. Using the Final Design, LEA will compile Bid Documents for the City's use in soliciting bids and contracting the work. Bid Documents will generally include the following:
 - Final Design Drawings: "Issued for Bid".
 - Project Manual.
 - Bidding Materials (e.g., Instructions for Bidders, General Bid Requirements, bid form, bonds, qualifications, affidavits, General Specifications, etc.; coordinated with the City).
 - Agreement/Contract and General Conditions (as provided by the City).
 - Supplementary Conditions (if required; as provided by the City; edited by LEA). Technical Specifications (by LEA).



LEA will submit the following Bid Documents for use by the City:

- One (1) bound set of drawings and Project Manual as a “record set” for the City.
 - One (1) USB Drive or data file link of the Complete Bid Documents in .pdf.
2. LEA will work with the City’s Finance Department to prepare an "Invitation to Bid". It is assumed that the City will address all advertising and bid solicitations. It is also assumed that all bid documents will be issued by the City in electronic format or provided to a commercial printer who will handle all bid document distribution.

1.2 Construction Administration/Inspection

Task 6 - Bidding Support

LEA will provide the following services during the bidding phase of the project in support of the City.

1. Attend a pre-bid site walk with prospective bidders.
2. Response to bidder’s Requests for Information (RFIs).
3. Preparation of bid addenda if required.

Task 7 - Design Services During Construction

LEA will provide consultation, including design-related services associated with construction of the project. These services will be completed under the direction of a Connecticut Licensed Professional Engineer.

1. Attendance at a pre-construction meeting.
2. Review/processing/tracking of project submittals, shop drawings, and catalog cuts submitted by the contractor.
3. Review of materials sampling/testing and in-field testing conducted by the contractor’s testing agency to assess compliance with the contract documents.
4. Preparation of responses to Requests for Information (RFIs) or similar construction-phase inquiries submitted by the contractor.
5. Issuing technical clarifications during construction to clarify the design intent for the contractor.
6. Technical review of contractor change order proposals and associated recommendations to the City.
7. LEA will be available to the contractor via telephone and email Monday through Friday from 7:30 am to 5:00 pm to respond to inquiries. LEA will provide the City and contractor with telephone and email contact information for an LEA Primary Contact and a LEA Secondary Contact.



Task 8 - Construction Observation Services

LEA will provide construction monitoring and observation of the contractor's work to document that the project is being executed in accordance with the Bid Documents. These services will be provided under the direction of a Connecticut Licensed Professional Engineer and will include the following.

1. Periodic visits to the project to observe the progress and prosecution of the contractor's work, document work-in-progress (e.g., notes and photographs) and observe delivered materials and products. LEA will document each site visit with a site observation report. Our fee includes up to 6 site visits over a 10-week construction period. The actual frequency of the site visits will be commensurate with the contractor's scope and extent of work underway at the time.
2. Report observed discrepancies or deficiencies of the contractor or his operations to the City.
3. Conduct a semi-final inspection of the completed improvements associated with the project at one of the visits described in this task.
4. Based on the semi-final inspection, develop a Punch List to identify construction that is not in conformance with the Final Design.
5. Conduct a final inspection of the completed improvements associated with the project to confirm that items indicated on the Punch List have been addressed.

1.3 Services Not Included

The following services are not included as part of the scope of services. If required, these services will be performed for an additional fee.

1. Utility tracing/detecting.
2. Test pits or investigations related to subsurface conditions, utilities, or similar features beyond those described above.
3. Geotechnical or environmental assessments.
4. Local land use permitting.
5. Bid Documents reproduction or distribution services.
6. Resident engineer or clerk of the works services.
7. Construction layout.
8. Health and safety services.
9. Testing of materials or finished construction.
10. Instrumented field survey of completed construction.



2.0 Communications and Reporting

The Consultant's point of contact is:

Kurt A. Prochorena, PE
Vice President
15 Thames Street, Groton, CT 06340
Email: kaprochorena@loureiro.com
Telephone: 860-418-7342

The City's point of contact is:

NAME
ADDRESS
Email:
Telephone:

3.0 Fees

3.1 Design Services and Bid Preparation

Based on our understanding of the project and the services described herein, we propose to complete the Scope of Services for Design Services and Bid Preparation (Tasks 1 through 5) for a lump sum fee of \$24,881.00. This fee is inclusive of labor and anticipated Reimbursable Expenses.

Our proposed fees are based on our current understanding of the project and the level of effort necessary to complete the scope of services specified herein. Should additional information or circumstances affect the level of effort necessary to complete the proposed work, or if additional services are required due to changes in the scope of services, LEA will inform you in advance of any potential impact to the proposed fees. LEA will not exceed the fees indicated above without prior written authorization from you. Any changes in fee/budgets will be mutually revised by written amendment.

3.2 Construction Administration/Inspection

Based on our understanding of the project and the services described herein, we propose to complete the Scope of Services for Design Services and Bid Preparation (Tasks 6 through 8) for a lump sum fee of \$22,066.50. This fee is inclusive of labor and anticipated Reimbursable Expenses.

Our proposed fees are based on our current understanding of the project and the level of effort necessary to complete the scope of services specified herein. Should additional information or circumstances affect the level of effort necessary to complete the proposed work, or if additional services are required due to changes in the scope of services, LEA will inform you in advance of



any potential impact to the proposed fees. LEA will not exceed the fees indicated above without prior written authorization from you. Any changes in fee/budgets will be mutually revised by written amendment.

3.3 Billing and Payment

LEA will bill Client monthly and payment in full is due within 30 days of the date of each invoice. The amount invoiced will be based on the progress of the scope of services as a percentage of the Lump Sum fee applicable to the prior month.

Client agrees that payment will not be subject to retainage of any kind and will not be contingent upon any type of lien waiver, regulatory approval, project financing, funding commitment or audit. Client understands that LEA's services may be put on hold or terminated if invoices are not paid per this Agreement. In such case, Client waives its rights to delay claims and agrees to release LEA from all liabilities associated with schedule changes and/or project delays of any kind.

4.0 Schedule

Consultant will begin work within five business days of executing an Agreement with City. The project schedule is included herein as Attachment 2.

5.0 General Terms and Conditions

The General Terms and Conditions included herein as Attachment 3 apply to all services provided by LEA. In the event the Client issues a purchase order or other instrument related to LEA's services, it is understood and agreed that such document is for the Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the attached General Terms and Conditions.

6.0 Supplemental Services

In the event LEA is to prepare for or appear in any litigation on behalf of the Client or is to perform other services not included herein, additional compensation shall be paid to LEA, charges for which will be based upon LEA's fee schedule at the time the additional services are performed.



This Agreement is executed this DATE day of September 2025.

THE CITY OF GROTON, CONNECTICUT

Name

Printed

Title

LOUREIRO ENGINEERING ASSOCIATES, INC.

Name

Printed

Title

- Attachments: 1 - Project Area
2 - Project Schedule
3 - General Terms and Conditions

INSERT PROJECT AREA MAP HERE

Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15
DESIGN SERVICES AND BID PREPARATION (Phase I)															
DESIGN	Project Initiation	Blue	Blue												
	Site Survey	Green	Green												
	Preliminary Design			Orange	Orange	Orange									
	Final Design							Pink	Pink	Pink					
	Bid Documents											Yellow	Yellow	Yellow	Yellow
CONSTRUCTION ADMINISTRATION/INSPECTION (Phase II)*															
BIDDING	Bidding Support	Yellow	Yellow	Yellow											
	Design Services	Blue													
	Observation Services	Pink													

* Schedule restarts

LOUREIRO ENGINEERING ASSOCIATES, INC.
General Terms and Conditions

These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between The City of Groton (CLIENT) and Loureiro Engineering Associates, Inc. (CONSULTANT) in respect of the Project described therein.

ARTICLE 1: GENERAL

The CONSULTANT shall perform for the CLIENT professional services in all phases of the Project to which this Agreement applies as described in the Proposal Letter and as hereinafter provided.

As used herein the term "Agreement" refers to the Proposal Letter or Agreement to which these General Terms and Conditions are attached as if they were part of one and the same document.

If CONSULTANT shall be unable to perform in accordance with the terms hereof due to naturally occurring soil, water or other environmental conditions, the presence of foreign or hazardous substances, violent weather, strike, civil disturbance or similar event beyond CONSULTANT'S control, CONSULTANT may request from the CLIENT that the terms of this Agreement affected thereby be modified by a written Amendment to be signed by the parties. The CLIENT, as its option, may agree to a modification on CONSULTANT'S terms or to such other terms as the parties may find acceptable.

ARTICLE 2: RESPONSIBILITIES OF THE CLIENT

As applicable and necessary for CONSULTANT to perform its services, the CLIENT will:

- Provide all criteria and full information as to its requirements for CONSULTANT'S services, including the CLIENT's objectives, constraints or standards.
- Assist CONSULTANT by placing at its disposal all available information pertinent to the Project, excluding any financial information, but including previous environmental permits, engineering reports and any other similar data relative to the Project.
- Provide CONSULTANT all permissions, access and rights of entry to enter the property owned by the CLIENT and/or others in order for CONSULTANT to fulfill the scope of work included under this Agreement.

ARTICLE 3: PROJECT SCHEDULE

CONSULTANT shall commence the Project upon the date of execution of this Agreement and proceed expeditiously to complete the various tasks of the proposed scope of services within the time periods specified in the Proposal Letter, subject to the terms and conditions hereof.

ARTICLE 4: COMPENSATION

For the services authorized under this Agreement, CONSULTANT shall be compensated as specified in the Proposal Letter. If the Proposal Letter specifies that

compensation will be on a time and expense basis and includes an upper limit or "not to exceed" amount, the amount due hereunder shall not exceed the stated maximum amount unless a supplemental Agreement or Amendment approving the increase in the maximum amount has been executed.

The CONSULTANT will submit monthly invoices requesting payment from the CLIENT based upon the work completed for the services performed to date by the CONSULTANT under this Agreement. CLIENT agrees to bring to CONSULTANT'S attention in writing any questions regarding CONSULTANT'S invoice within ten (10) days of receipt. In the event that CLIENT does not provide CONSULTANT with written questions within ten (10) days, the invoice shall be deemed accurate and acceptable to CLIENT. CLIENT agrees to make payment to the CONSULTANT within thirty (30) calendar days after receipt of the CONSULTANT'S invoice. If an invoice remains unpaid after sixty (60) calendar days of submission to the CLIENT, the CONSULTANT has the right to cease all work until all amounts due CONSULTANT are paid in full.

In the event that payment for services is not made within thirty (30) calendar days after receipt of the CONSULTANT'S invoice, the CLIENT agrees to pay a service charge of 1.5% per month on the unpaid balance. Should it become necessary for CONSULTANT to commence legal action to collect any sums due it, it is agreed that CONSULTANT shall be entitled to collect from the CLIENT its costs incurred in any such action(s) including reasonable collection fees, attorney's fees, litigation costs and cost for defense.

CLIENT shall address payments to:

Loureiro Engineering Associates, Inc.
Accounts Receivable
100 Northwest Drive
Plainville, CT 06062

ARTICLE 5: LIABILITY INSURANCE

CONSULTANT shall, during the performance of the Agreement, keep in force the following insurance, together with any other coverage that may be required by law:

Workers' Compensation Insurance, including Employer's Liability Insurance for its employees in compliance with statutory limits; Commercial General Liability Insurance with \$1,000,000 per occurrence combined single limit and policy aggregate; Business Automobile Insurance, including operation of owned, non-owned and hired automobiles, with combined single limits for bodily injury and property damage of



\$1,000,000 per occurrence and policy aggregate;
Professional Liability Insurance with \$1,000,000 per
occurrence and policy aggregate.

CONSULTANT shall furnish to the CLIENT, at their request, certificates of insurance, evidencing the insurance required hereby. All policies required hereunder shall contain a provision that at least thirty (30) days' prior written notice shall be given to the CLIENT in the event of cancellation, reduction or non-renewal of any such insurance.

ARTICLE 6: ESA SERVICES

In consideration of the substantial risks to CONSULTANT in performing Environmental Site Assessment (ESA) services, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold CONSULTANT harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising out of or resulting from the performance of the services under this Agreement or related in any manner whatsoever to the existence, release, or disposal of toxic or hazardous substances, excepting only those damages, liabilities or costs arising directly from the sole negligence or willful misconduct of CONSULTANT. In addition, the CLIENT agrees, to the maximum extent permitted by law, to waive any claims against CONSULTANT arising out of the performance of the services under this Agreement.

ARTICLE 7: KNOWN OR SUSPECTED ENVIRONMENTAL HAZARDS

In consideration of the substantial risks to CONSULTANT posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, his or her officers, directors, employees, agents, and independent consultants and any of them from all claims and losses, including reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent jurisdiction that the claims at issue are a direct result of the sole negligence of CONSULTANT.

ARTICLE 8: SCOPE OF WORK

The CLIENT and CONSULTANT have agreed to a list of basic services that CONSULTANT will provide to the CLIENT, listed in the Proposal Letter. Services not set forth in the Proposal Letter are excluded from the scope of services and CONSULTANT assumes no responsibility to perform such services.

ARTICLE 9: STANDARD OF CARE

Services provided by CONSULTANT under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same locality. The CONSULTANT makes no other warranties, express or implied, with respect to the services rendered hereunder.

ARTICLE 10: MUTUAL INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the Client, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties to the extent such damage is determined to have been caused by the negligent acts, errors or omissions or willful misconduct by Consultant in the performance of its services under this Agreement. Consultant shall not be responsible for any loss, damage or liability arising from negligent or willful acts by the Client or any of its, employees, agents, affiliates or subsidiaries. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Consultant, its employees, agents, affiliates and subsidiaries, for any and all claims, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and other court costs, asserted by any third parties against Consultant arising from or relating to 1) any unknown site condition or subterranean structures of which Consultant does not have actual knowledge; 2) any errors, omissions or inconsistencies in any data, documents, records or information provided by the Client on which Consultant reasonably relied; 3) any breach of contract, tort, error, omission, wrong, fault or failure to comply with applicable law by the Client or any third party over which Consultant has no control; 4) the Client's unauthorized use of plans, reports, documents and related materials prepared by Consultant in performing its services.

ARTICLE 11: PERMITS AND APPROVALS

CONSULTANT shall assist the CLIENT in applying for those permits and approvals typically required by law for projects similar to the one for which CONSULTANT'S services have been engaged. This assistance consists of completing and submitting forms as to the results of certain work included in the Scope of Services. This assistance does not include payment of permit fees, special studies, special research, attendance at meetings with public authorities, special testing, or special documentation not normally required for this type of project. CONSULTANT will provide such special services as Additional Services, in accordance with CONSULTANT'S prevailing fee schedule, as authorized by the CLIENT.

ARTICLE 12: MEDIATION

In an effort to resolve any conflicts that arise during the project or following completion of the project, the CLIENT and CONSULTANT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation first before arbitration is commenced. Such mediation shall take place within thirty (30) days of such dispute arising. The CLIENT and CONSULTANT further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained.

ARTICLE 13: ARBITRATION

Any controversy or claim relating to or arising out of this Agreement, or any breach thereof, which is not resolved by



mediation in accordance with ARTICLE 12, shall be resolved by arbitration in the City of Hartford, CT in accordance with the then current Commercial Rules of the American Arbitration Association. Judgment upon the arbitration award, rendered by the arbitrator(s) may be entered in any Connecticut courts having jurisdiction thereof. The Prevailing party in such arbitration shall be entitled to recovery of all reasonable costs incurred, including staff time, administrative costs, attorneys' fees and other related expenses. Any claim brought pursuant to this paragraph shall be filed no later than one year after the date of substantial completion of the services rendered under this Agreement or the expiration of the applicable statute of limitations, whichever is earlier.

ARTICLE 14: DELAYS

CONSULTANT is not responsible for delays caused by factors beyond CONSULTANT'S reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove CONSULTANT'S services or work product promptly, or delays caused by faulty performance of the CLIENT or by contractors of any level. When such delays occur, the CLIENT agrees that CONSULTANT is not responsible for damages, nor shall CONSULTANT be deemed to be in default of this Agreement.

ARTICLE 15: RESTORATION

The CLIENT understands that use of testing or other equipment may cause unavoidable damage, the correction of which is not part of this Agreement. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

ARTICLE 16: CHANGED CONDITIONS

The CLIENT shall rely on CONSULTANT'S judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or known to CONSULTANT. Should CONSULTANT call for contract renegotiation, CONSULTANT shall identify the changed conditions necessitating renegotiation and CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.

ARTICLE 17: FORCE MAJEURE

Each party shall not be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform is caused by or results from causes beyond its control, including, without limitation, strikes or lockouts; civil disturbances; fires; acts of God; viral or other biologic pandemics; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental

body or agency; or inability to obtain transportation or necessary materials in the open market.

If any such force majeure condition occurs and continues for a period of more than seven (7) consecutive days, then the party experiencing such condition shall deliver immediate written notice to the other party which may then elect to: (1) terminate the affected service requested or any party thereof; or (2) suspend the affected service or any part thereof for the duration of the force majeure condition and resume performance once the force majeure condition ceases. Until written notice is delivered of the force majeure conditions, the other party shall be deemed to have elected option 2

ARTICLE 18: CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees, subconsultants and subcontractors, if appropriate, any data and information not previously known to and generated by CONSULTANT or furnished to CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict CONSULTANT from giving notices required by law or complying with any order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for CONSULTANT to defend itself from any suit or claim.

ARTICLE 19: LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of CONSULTANT and CONSULTANT'S officers, directors, partners, employees, agents and subconsultants, and any of them, to the CLIENT or anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract or warranty, express or implied, of CONSULTANT or CONSULTANT'S officers, directors, employees, agents or subconsultants, or any of them, shall not exceed the total compensation received by CONSULTANT under this Agreement.

CONSULTANT'S goal is to provide you with the answers to your questions regarding what lies below the surface. CONSULTANT employs state of the art electromagnetic signal tracing and radar imaging technologies. However, CLIENT acknowledges that no method of locating underground structures or utilities can ever guarantee 100% accuracy or completeness. CLIENT further acknowledges that, in certain circumstances, CONSULTANT'S results will be based, in part, upon the quality of the data provided by CLIENT, and that the decision to proceed with drilling, excavation or any destructive methods is left entirely up to the CLIENT.

CONSULTANT will not accept liability for inaccurate data provided by CLIENT and CLIENT agrees to release and indemnify CONSULTANT and its agents and



representatives from all losses and damages asserted by CLIENT or third parties which arise from the negligence, carelessness or other misconduct by CLIENT in providing data or in CLIENT'S interpretation of data.

It is the CLIENT'S responsibility to prepare the site for scanning, including clearly identifying areas to be scanned, securing access to all areas required for scanning, and keeping these areas clean and free of obstructions. Delays caused by CLIENT'S failure to do so shall not be the responsibility of CONSULTANT and may result in an increased price.

ARTICLE 20: STATUTE OF LIMITATIONS

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder must be brought within twelve (12) months from the date of substantial completion of the Scope of Services, unless CONSULTANT'S services shall be terminated earlier, in which case the date of termination of this Agreement shall be used as the accrual date.

ARTICLE 21: EXCLUDED SERVICES

Other services available from CONSULTANT and applicable to the project have been made known and explained to the CLIENT. Where CONSULTANT has deemed a service needed or advisable, CONSULTANT had made this opinion known to the CLIENT and the CLIENT has confirmed his or her opinion that such services are not requested of CONSULTANT and/or that the CLIENT has made or shall make arrangements to obtain those services from a source other than CONSULTANT.

The CLIENT hereby agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S failure to perform a service referenced above and excluded at the CLIENT'S direction.

ARTICLE 22: INFORMATION PROVIDED BY OTHERS

CONSULTANT shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to CONSULTANT such information as is available to the CLIENT and the CLIENT'S consultants and contractors, and CONSULTANT shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is impossible for CONSULTANT to assure the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and its subconsultants harmless from any claim, liability, or cost including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information provided by the CLIENT to CONSULTANT.

ARTICLE 23: RIGHT TO RETAIN CONSULTANTS

CONSULTANT may retain the services of subconsultants when, in CONSULTANT'S sole opinion, it is appropriate

and/or customary to do so. CONSULTANT'S use of other consultants shall not be unreasonably restricted by the CLIENT provided that CONSULTANT notifies the CLIENT in advance.

ARTICLE 24: CERTIFICATIONS, GUARANTEES, AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in having to certify, guarantee, or warrant the existence of conditions whose existence CONSULTANT cannot ascertain. The CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to CONSULTANT in any way contingent upon CONSULTANT'S signing any such certification.

ARTICLE 25: CORPORATE PROTECTION

It is intended by the parties of this Agreement that CONSULTANT'S services in connection with the project shall not subject CONSULTANT'S individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against CONSULTANT, a Connecticut corporation, and not against any of CONSULTANT'S employees, officers, or directors.

ARTICLE 26: WASTE DISPOSAL

It shall be the responsibility of the CLIENT to make arrangements for the transportation and disposal of any and all hazardous and/or contaminated wastes generated as a result of the work required under this Agreement. Samples obtained for laboratory analysis will be returned to the CLIENT for disposal upon completion of analytical testing. In addition, it will be the responsibility of the CLIENT to sign any hazardous waste manifests required for the proper transportation and disposal of these wastes.

ARTICLE 27: BURIED UTILITIES AND OTHER SUBSURFACE FEATURES

CONSULTANT will make reasonable efforts to obtain information from "Call Before You Dig" and local authorities concerning subsurface features at the project site. The CLIENT will furnish any and all available information to CONSULTANT concerning any buried utilities or subsurface features. Prior to the commencement of the project, CONSULTANT will obtain the CLIENT'S approval for all proposed subsurface penetration locations. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT and his or her subconsultants harmless from any damage, liability, or cost, including reasonable attorneys' fees and defense costs, for any property damage, injury, or economic loss arising or allegedly arising from subsurface penetrations in locations authorized by the CLIENT or from inaccuracy of information provided to CONSULTANT by the CLIENT, except for damages caused by the sole negligence of CONSULTANT in his or her use of CLIENT furnished information.

ARTICLE 28: PUBLIC RESPONSIBILITY



The CLIENT recognizes that both the CLIENT and CONSULTANT owe a duty of care to the public that requires them to conform to applicable codes, standards, regulations, and ordinances, principally to protect public health and safety. CONSULTANT will do his or her best to alert the CLIENT to any matter that requires the CLIENT'S immediate action to protect public health and safety or conform to applicable codes, standards, regulations, or ordinances. Should the CLIENT decide to disregard CONSULTANT'S recommendations in these respects, the CLIENT agrees that CONSULTANT has the right to employ his or her best judgment in deciding whether or not to notify public health officials or take other appropriate action. The CLIENT agrees that CONSULTANT shall not be held liable in any respect for reporting or failing to report said conditions. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from CONSULTANT'S notifying, or failure to notify, public officials.

ARTICLE 29: REUSE AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, designs, analyses and all other materials resulting from CONSULTANT'S efforts are intended solely for the purpose of the AGREEMENT; any reuse by CLIENT or others for purposes outside of this Agreement or any failure to follow CONSULTANT'S recommendations, without CONSULTANT'S written permission, shall be at the user's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT'S subconsultants and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT'S subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out or resulting therefrom. All reports, field notes, calculations, estimates, specifications and other documents of whatever kind which are prepared, as instruments of service, shall remain CONSULTANT'S property and CONSULTANT shall retain the intellectual property rights to such material.

ARTICLE 30: TERMINATION

This Agreement may be terminated by either party by ten (10) days' written notice to the other party without cause; by mutual written agreement of the parties; or by either party on one days' written notice to the other in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If this Agreement is terminated, the CLIENT shall within thirty (30) days pay the CONSULTANT for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this Agreement.

Notice of termination shall be given by the terminating party by hand delivery or by mailing certified mail, return receipt requested, to the principal office of the other. The effective date of termination shall be computed from the date of receipt of notice.

ARTICLE 31: SUCCESSORS AND ASSIGNS

The CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

CONSULTANT shall not assign, or transfer any rights or obligations under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the prior written consent of the CLIENT. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the CLIENT and CONSULTANT.

ARTICLE 32: EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the CLIENT and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral, or purchase order terms and conditions for this Project.

No change, alteration or modification of this Agreement shall be binding upon either party hereto, unless the same is in writing and is signed by a duly authorized officer or representative of such party.

ARTICLE 33: NOTICES

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the Proposal Letter (as may be modified from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

ARTICLE 34: SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and the CONSULTANT shall survive the completion of the services hereunder and the termination of this Agreement.

ARTICLE 35: INSURABILITY

CLIENT and CONSULTANT agree it is essential that CONSULTANT'S applicable insurance coverage apply to the project involved, for protection of CLIENT, CONSULTANT, and any appropriate third parties that may be involved. Accordingly, CONSULTANT shall have this Agreement reviewed for insurability. Any element of this Agreement which is not insurable or whose insurability is questionable shall be considered null and void, and CLIENT and CONSULTANT shall work together in good faith to replace any such element with another of similar intent,



whose insurability is not in question. Should CLIENT require any special coverage, policy, amendment, or rider in order to attain insurability or for any other purpose, CLIENT shall pay the additional cost, if any, thereof.

ARTICLE 36: GOVERNING LAW

The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Connecticut.



Date 2/19/26	Department Parks & Recreation
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Initiative:

Acceptance of donation in the amount of \$25,000 from Mohegan Basketball Club, LLC

Information:

This is the final installment of donations as agreed upon in the MOU dated 4/10/2024 and will be used for future maintenance of the basketball courts at Washington Park.

Options:

1. Accept the donation
2. Don't accept the donation
3. Postpone vote to a later meeting

Recommended Action:

Motion to recommend a resolution to accept a donation of \$25,000 from Mohegan Basketball Club, LLC for future maintenance of the basketball courts at Washington Park.

April 10th, 2024**Parties:**

1. The Mohegan Basketball Club, LLC dba Connecticut Sun, a professional basketball team located in Uncasville, CT, represented by Paul D. Rector, Vice President – Growth, hereinafter referred to as "Connecticut Sun".
2. The City of Groton, represented by Keith Hedrick - Mayor, hereinafter referred to as "City of Groton".

Background:

The Connecticut Sun and the City of Groton share a common interest in promoting community engagement, youth development, and enhancing recreational facilities for the benefit of the residents of Groton, CT. Washington Park, located within the City of Groton, possesses basketball courts in need of revitalization and renovation to better serve the community.

Purpose:

This Memorandum of Understanding (MOU) outlines the collaboration between the Connecticut Sun and the City of Groton to revitalize and renovate the community basketball courts at Washington Park.

Agreement:

1. ****Scope of Work****: The parties agree to jointly undertake the revitalization and renovation of the basketball courts at Washington Park. This includes but is not limited to demolition of the current court, resurfacing, installing new basketball hoops, painting court lines and logos, and any other necessary improvements to ensure the courts meet safety and quality standards, including functioning as a concert stage for Groton Parks & Recreation's, "Concerts in the Park" series beginning June 21st, 2024.
2. ****Financial Contributions****:
 - a. The Connecticut Sun agrees to provide financial support in the amount of \$110,000 over 3-years for the revitalization, renovation, and maintenance efforts as follows:
 - i. \$45,000 from the team's operational budget in 2024.
 - ii. \$15,000 from the team's non-profit Connecticut Sun Foundation in 2024.
 - iii. \$25,000 from the team's operational budget in 2025.
 - iv. \$25,000 from the team's operational budget in 2026.The Sun intend to extend funding for maintenance services beyond the contracted dates outlined in the agreement. The amount will be determined by the completion of Year 2 of this agreement.
 - b. Supplemental support for the basketball hoops will be provided by Electric Boat / General Dynamics in the form of a \$15,000 donation to the City of Groton in 2024.
 - c. The City of Groton agrees to solicit bids and select the contractor, place Connecticut Sun, City of Groton, and corporate partner "BuildSubmarines.com" branding on the court (see page 3 illustration), place Electric Boat / General Dynamic logos on the basketball hoop stanchions, allocate resources and personnel to oversee the project, and ensure its successful completion.



3. ****Project Timeline****: The parties shall work collaboratively to establish a timeline for the commencement and completion of the revitalization and renovation project. Completion date is intended to be as soon as possible in order to provide summer Parks & Recreation programming as planned. Both parties agree to make reasonable efforts to adhere to the agreed-upon timeline.
4. ****Maintenance and Oversight****: Following the completion of the project, the City of Groton shall assume responsibility for the ongoing maintenance and upkeep of the revitalized basketball courts at Washington Park, as long as the funding is available and for the duration of this current MOU. The Connecticut Sun will provide maintenance funding for two years as outlined in Section 2(a).
5. ****Publicity and Recognition****: Both parties agree to jointly promote the revitalization project through appropriate channels, including but not limited to press releases, social media, and community events. The Connecticut Sun will host a minimum of three (3) free basketball clinics for Groton youth from June to September each year and provide promotion and support for "Concerts in the Park." The Connecticut Sun and the City of Groton shall acknowledge each other's contributions, as well as the support of BuildSubmarines.com, and support in all publicity materials related to the project.

In witness whereof, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

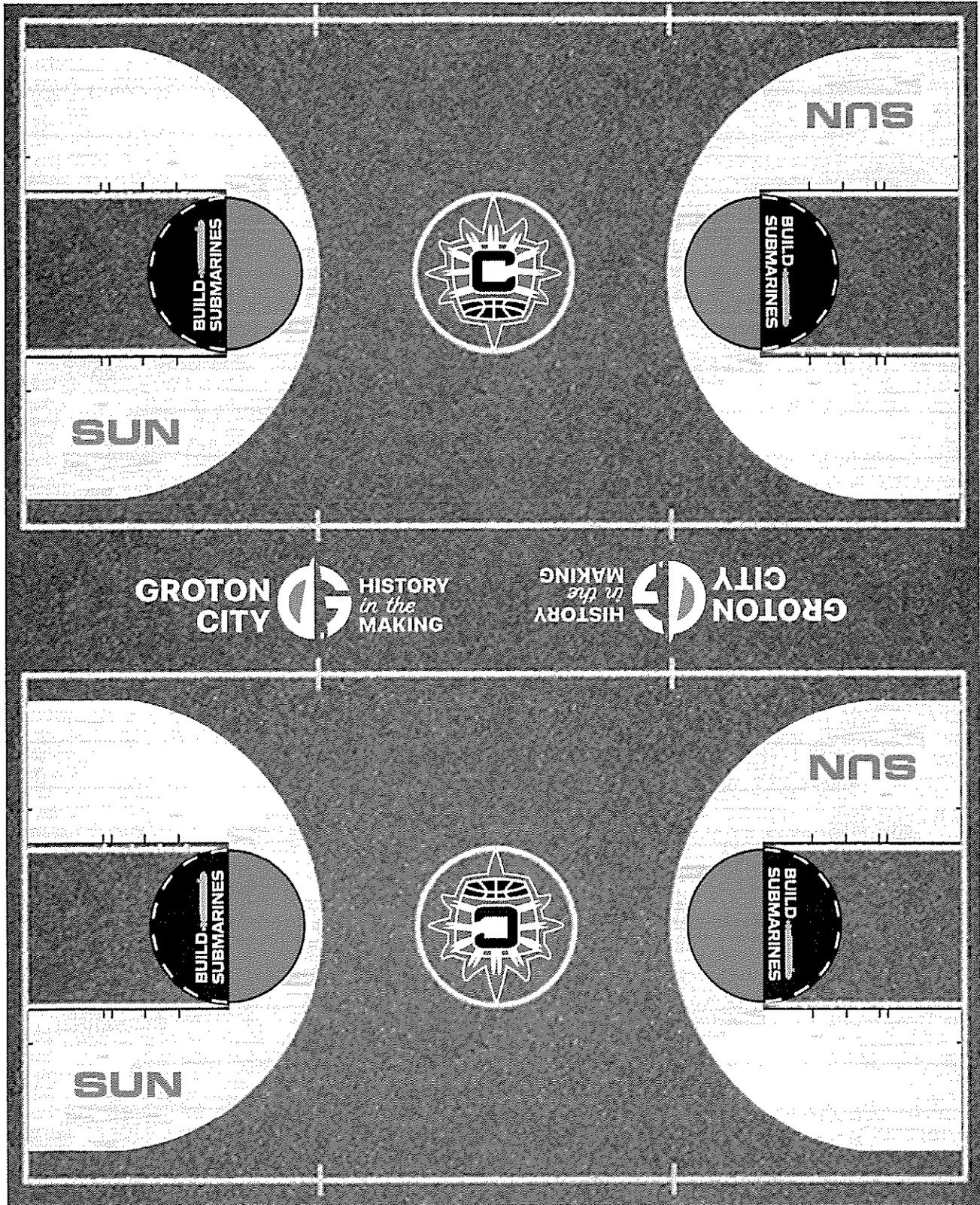
Connecticut Sun: Pat A. Rector Date: 4/23/24

City of Groton: Keith Hedrick Date: 4/23/2024

Connecticut Sun: Paul D. Rector

City of Groton: Keith Hedrick, Mayor

COURT DESIGN ILLUSTRATION



PROPOSED SCOPE OF WORK

Washington Park Court & Community Revitalization Scope of Work
Remove and replace +/- 10,400 SF court
Remove existing basketball hoops Reclaim existing basketball court Stake and engineer new grades Fine grade and compact for pavement Supply and install 2 inch binder course using class 1 bituminous concrete Supply and install 2 inch top course using class 2 bituminous concrete
Supply and install 4 Jaypro 48 inch Church yard hoops
Acrylic color coatings and logos
Supply and install 1 coat of acrylic resurfacer with sand Supply and install 2 coats of Latexite acrylic recreation paint within the 4 three-point circles with sand (Beige/Tournament Blue/Orange) Supply and install 2 WNBA regulation basketball court lines using high pigmented white line paint Supply and install custom logos CT Sun (2) center court, Build Submarines (2) in free throw circles, and City of Groton (2) on sideline aprons
Asphalt escalation based on current material cost as of 3/8/24. (CT DOT index \$585.00 /liquid ton)



Date 2/17/26	Department Parks & Recreation
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Initiative:

Authorize and approve the replacement of guardrail fence at the National Submarine Memorial

Information:

A resolution is needed to approve work for a guardrail fence at the National Submarine Memorial, located at 37 Bridge Street in Groton, to be replaced. This has gone through the bid process and WBE Fence Company was selected as the vendor to do the work at a cost not to exceed \$33,462.00.

Options:

1. Move resolution to Mayor and Council for approval
2. Deny approval for work to be done
3. Move decision to another meeting pending further investigation

Recommended Action:

Motion to move resolution to Mayor and Council for approval



CITY OF GROTON

295 Meridian Street
Groton, Connecticut 06340-4040
Purchasing Department

**CITY OF GROTON
REQUEST FOR PROPOSALS
REPLACEMENT OF GUARDRAIL FENCE
SUBMARINE VETERANS MEMORIAL
37 BRIDGE STREET
GROTON, CT
DECEMBER 2, 2025
BID PROPOSAL #12-02-25**

The City of Groton will receive sealed proposals at the Office of the Purchasing Agent, 295 Meridian Street, Groton, Connecticut 06340, until 11:00 A.M. on December 22, 2025.

There will be an optional Pre-Bid meeting, December 10, 2025, at 10:00 A.M.

The City is requesting sealed proposals for replacement of the guardrail fence surrounding the SUBVETS WWII National Memorial at 37 Bridge St, Groton CT, 06340.

CITY OF GROTON

Dominic Jengo
Purchasing Agent
860-446-4117

**CITY OF GROTON
REQUEST FOR PROPOSALS
REPLACEMENT OF GUARDRAIL FENCE
SUBMARINE VETERANS MEMORIAL
GROTON, CT
DECEMBER 2, 2025
BID PROPOSAL #12-02-25**

TECHNICAL SPECIFICATIONS

The City of Groton will receive proposals at the Office of the Purchasing Agent, 295 Meridian Street, Groton, Connecticut 06340, until 11:00 A.M. on December 22, 2025.

The City is requesting proposals for materials and labor to replace the wood on the existing Ironwood Guardrail fence at the SUBVETS WWII National Memorial. All metal hardware of the existing fence is to be reused, only the wood is to be replaced.

The replacement wood for the Ironwood Guardrail should be pressure-treated red pine, with an additional alternative option pricing for red cedar wood (Alternative 1).

Upon selection of the wood to be used, the City will decide whether the contractor shall strip, prime and repaint the existing hardware for the guardrail fence (Alternative 2). Contractor will work with City officials to determine materials and colors to be used, and final selection will be per approval of the City.

In your proposal, please also include a price list for the replacement of any metal hardware, i.e. metal posts, metal rails, nuts, bolts, etc. (Alternative 3).

The fence is approximately 180 feet in length, with 30 posts.

The manufacturer of Ironwood guardrails is West-East Partners, LLC. Point of Contact is Christopher Hubbell, c.hubbell@west-eastpartners.com, (315)-414-1316.

There will be an optional Pre-Bid meeting on December 10, 2025, at 10:00 A.M. The pre-bid meeting will be held at the Submarine Veterans Memorial, 37 Bridge Street, Groton, CT, 06340.

GENERAL BID REQUIREMENTS

1. Termination & Liquidated Damages:

Following implementation, should the Director of Finance find that the firm has failed in any material respect to perform its agreed upon obligation, the agreement shall be canceled by the City as being in the best interest of the City of Groton. In the event of termination of this agreement as a result of breach by contractor hereunder, the City shall not be liable for any fees and may at its sole option, award an

agreement for the same services to another qualified firm with the best proposal or call for new proposals and award the agreement thereunder. The contractor shall be responsible for direct and consequential damages as a result of its breach, including but not limited to, extra costs required under the new agreement of similar services.

2. Indemnification:

To the fullest extent permitted by law, the Provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless the City of Groton including but not limited to, their respective elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the Provider's performance of the Agreement or any other agreements of the Provider entered into by reason thereof. The Provider shall indemnify and defend the City of Groton, including but not limited to their respective elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the Provider, its subcontractor, agents, servants, officers or employees and any and all losses or liabilities resulting from any such claims, including but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall expressly apply to any failure to comply with state, federal and/or municipal laws, statutes, ordinances, rules and regulations. This indemnification shall not be affected by any other portions of the Agreement relating to insurance requirements. The Provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

3. Insurance:

The Provider shall provide a certificate of insurance in the minimum amounts as specified herein. City of Groton is to be listed as additional insured on Commercial General Liability and Excess/Umbrella Liability coverage. Insurance requirements are also included in the Specifications Package, General Conditions Section 1.21. In the case of conflicting coverage limits etc. the higher amount/coverage will be required.

- A. Workers Compensation - limits as required per State of Connecticut statute, with employer liability limits of \$500,000/500,000/500,000.
- B. Commercial General Liability
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 personal/advertising injury
 - \$2,000,000 products/completed operations aggregate
- C. Commercial Automobile
 - \$1,000,000 combined single accident for owned, non-owned, and hired autos

- D. Excess/Umbrella Liability (over commercial general liability and automobile liability coverage)
 \$1,000,000 per occurrence
 \$2,000,000 general aggregate

4. Other Insurance Provision:

The policies are to contain, or be endorsed to contain, the following provisions:

Workers' Compensation and Employers' Liability Coverage:

1. The insurer shall agree to waive all rights of subrogation against the City of Groton for losses arising from the work performed by the contractor for the City.
2. If State statute does not require the contractor to obtain Worker's Compensation insurance, than the contractor shall furnish the City with adequate proof of the self-employment status. The contractor shall agree to waive all rights of claims against the City for losses arising from the work performed by the contractor for the City. In the event that during the contract period this self-employment status should change, the contractor shall immediately furnish proper notice to the City and a certificate of insurance indicting.

That Worker's Compensation insurance and Employer's Liability Coverage has been obtained by the contractor.

5. Acceptability of Insurance:

1. Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-/VIII.
2. Insurance companies must be licensed to do business in the State of Connecticut.

6. Verification of Coverage:

The contractor shall furnish with its proposal the City with certificates of insurance affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before work commences. Renewal of expiring certificates shall be filed thirty days (30) prior to expiration. The City of Groton reserves the right to require completion of all required policies, at any time.

The Certificates of Insurance must be received by the City of Groton prior to the signing of any Contract documents.

7. Bonding Requirements

Each bid must be accompanied by a BID BOND signed by a responsible Surety in the amount of ten percent (10%) of the total amount of the tendered bid and made payable to the order of the City of Groton. All BID BONDS, except those of the lower three (3) bidders will be returned within ten (10) days of the opening of bids. Those of the lower three (3) bidders will be retained by the City of Groton until one (1) of the lower three (3) bidders signs the CONTRACT or until all bids are rejected; however, in no case will the BID BOND be retained for more than sixty (60) days unless forfeited as hereinafter stipulated. No bidder may withdraw his bid within sixty (60) days after the actual date of opening thereof.

Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

AND

A PERFORMANCE BOND in an amount equal to one hundred percent (100%) of the CONTRACT price recorded in the proposal form of the CONTRACT as executed and a PAYMENT BOND in like amount, will be required from the successful BIDDER for the City of Groton and executed by a surety company authorized to transact business in the State of Connecticut, and accompanied by power of attorney for the type of bond submitted.

8. Drug and Alcohol Testing Program

The City of Groton, is obligated by law/regulation to assure that all contractors providing services to the City of Groton involving driving commercial vehicles with a gross vehicle weight of more than 26,000 pounds (inclusive of a towed unit with a gross vehicle weight of more than 10,000 pounds), or are used in the transportation of hazardous materials in a quantity requiring "placarding" be in compliance with substance abuse testing requirements, and when applicable, alcohol testing requirements.

The contractor to whom the work is awarded and all contractors that provide driving services must be able to deliver evidence that they and their subcontractors are in compliance with this part of this contract/purchase order. For those Contractors/Subcontractors who do not have a Drug and Alcohol Testing Program in place, the City of Groton will make available to the Contractor/Subcontractor at an additional cost, it's Program Administrator to put the Contractor/Subcontractor in compliance with the state and/or federal laws and regulations regarding drug and/or alcohol testing as determined by the City of Groton or it's designee.

9. Permitting

The awarded contractor is responsible for obtaining required permits from the City building Official. The City however, will waive permit fees for this project. This does not include the City's permit application fee or fees the City is required to collect for pass thru to the State of Connecticut, (education fee).

10. Non-Collusion

The undersigned bidder, having fully informed themselves regarding the accuracy of the statements made herein, agrees to abide by the conditions set forth in the attached bid document, and certifies that:

- a. The bid has been arrived at by the bidder independently and has been submitted without collusion and without any agreement, understanding, or planned common course of action designed to limit independent bidding or competition, with any other vendor of materials, supplies, equipment or services described in the invitation to bid.
- b. The bidder has submitted this bid without collusion with the City of Groton, any of its affiliated companies, or any employee thereof, and is unaware of any direct, personal pecuniary interest of any employee of the City of Groton or any of its affiliated companies in the outcome of this bid.
- c. The bidder has not communicated the contents of the bid to its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- d. The contractor has not been debarred, suspended or excluded from any publicly-funded projects or programs.

11. Compliance With Laws

The Bidder shall comply with all federal, state and local laws and regulation and shall procure all necessary license and permits, pay all charges and fees and give all notice necessary and incident to the due and lawful performance of the contract and bid process. Such laws shall include, without limitation, the following:

Non-Discrimination and Affirmative Action

Contractor, in performing under this contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, age, marital status, sexual orientation, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by the contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or the State of Connecticut, nor otherwise commit an unfair employment practice. Contractor further agrees that this article, (and any additional provisions required by law), will be

incorporated by contractor in all contracts entered into with suppliers of materials or services contractors and sub-contractors and all labor organizations, furnishing skilled, unskilled and craft union skilled labor or who may perform any such labor or services in connection with this contract. The following principles and requirements of Equal Opportunity and Affirmative Action, as incorporated herein, will be incorporated into "Equal Opportunity - Non-Discrimination Clause" are hereby deemed to be included in all City bid documents, purchase orders, lease and contracts entered into with the City. The principles of Affirmative Action are addressed in the 13th, 14th and 15th Amendments of the United States Constitution, Civil Rights Act of 1964, Equal Pay Act of 1963, Title VI and VII of the 1964 United States Civil Rights Act, Presidential Executive Orders 11246, 11375, 11478 (nondiscrimination under federal contracts), Act 1, Section 1 and 20 of the Connecticut Constitution, Governor Grasso's Executive Order Number 11, Governor O'Neill's Executive Order Number 9, the Connecticut Fair Employment Practices Law (Sec. 46a-60-69) of the Connecticut General Statutes (CGS), Connecticut Code of Fair Practices (46a-70-81), Deprivation of Civil Rights (46a-58 (a)(d)), Public Accommodations Law (46a-63-64), Discrimination against Criminal Offenders (46a-80), definition of blind (46a-51(1)), definition of Physically Disabled (46a-51 (15)), definition of Mentally Retarded (46a-51-13), cooperation with the Commission on Human Rights and Opportunities (46a-77), Sexual Harassment (46a-60 (a)-8), Connecticut Credit Discrimination Law (360436 through 439), Title 1 of the State and the Local Fiscal Assistance Act 1 1972. If a project is funded in whole or in part by State funds, CGS Sections 46a-68c through 46a-68k apply to contractors. These Sections trigger affirmative action plan requirements for contractors and the filing of compliance reports with the State by contractors.

Occupational Safety and Health Administration Requirements

According to CGS, Section 31-53b (a) each contract entered into on or after July 1, 2009, for the construction, remodeling, refinishing, refurbishing, rehabilitation, alteration or repair of any public building project by the state or any of its agents, or by a political subdivision of the state or any of its agents, where the total cost of all work to be performed by all contractors and subcontractors in connection with the contract is at least \$100,000 shall contain a provision requiring that, not later than thirty days after the date such contract is awarded, each contractor furnish proof to the Labor Commissioner that all employees performing manual labor on or in such public building, pursuant to such contract, have completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, in the case of telecommunications employees, have completed at least ten hours of training in accordance with 29 CFR 1910.268. The aforesaid provisions shall be deemed to be incorporated into the Contract with the City. The contractors should familiarize themselves with all aspects of state law and any applicable regulations pertaining to these requirements in order to ensure full compliance.

12. General

Any variations from specifications and/or recommended options must be clearly indicated and/or explained and the final decision of acceptance or rejection is that of the City Purchasing Agent.

The City of Groton reserves the right to accept any quotation or to reject any bid or any part of any bid should it deem it to be in its own best interest to do so.

The City of Groton is an Equal Opportunity Employer; Minority/Woman's Business Enterprises are encouraged to bid.

It is the City's intent to award this Contract to the lowest responsible and qualified bidder, with the most appropriate building, the best value to the City of Groton. However the Purchasing Agent will determine which proposal in its entirety is most beneficial to the City. The City reserves the right, for any reason or for no reason, to reject any Bid or all Bids, to negotiate with any or all Bidders, to waive any informalities, irregularities or omissions in any bids received or to afford any Bidder an opportunity to remedy any informality or irregularity if in the opinion of the City it is in the best interest of the City to do so.

Questions regarding this project should be directed to the Purchasing Agent, Dominic Jengo, at jengod@cityofgroton-ct.gov, no later than December 15, 2025. If questions are received, an addendum with questions and answers will be issued.



CITY OF GROTON

295 Meridian Street
Groton, Connecticut 06340-4040
Purchasing Department

**CITY OF GROTON
REQUEST FOR PROPOSALS
FOR CONSTRUCTION OF GUARDRAIL FENCE
SUBMARINE VETERANS MEMORIAL
GROTON, CT
DECEMBER 2, 2025
BID PROPOSAL #12-02-25**

REQUIRED BID FORM

The City of Groton reserves the right to accept any proposal or to reject any proposal or any part of any proposal should it deem it to be in its own best interest to do so.

Project Cost: \$ 28,880.00

Alternative 1 (Cost to Substitute Red Cedar): \$ 13,500.00

Alternative 2 (Cost to Repaint Hardware): \$ 2,988.00

Alternative 3 (Please attach hardware price list)

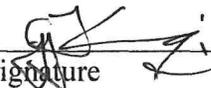
Expected Completion Date: 10-12 weeks from purchase order

WBE Fence Company, Inc.

Company

11 Deer Court, Brewster, NY 10509

Address


Signature

Gjylfidon Krasniqi

Print or Type Name

845-279-5335

Telephone and Fax

December 22, 2025

Date

City of Groton Acceptance of Proposal

Dominic Jengo

Purchasing Agent

Alternate 3)

5/8" x 9" Carr. Bolt, Nut	\$16.00
3/4" x 8" Carr. Bolt, Nut	\$15.50
7/8" x 2 1/4" Hex Bolt, Nut	\$14.00
315.7 x 5' -3" Post w/spade	\$219.75
Splice Plate 9 Saddle Plate	\$309.00
Plate Washer	\$30.00

STATE OF CONNECTICUT ♦ DEPARTMENT OF CONSUMER PROTECTION
Be it known that

WBE FENCE COMPANY INC
11 DEER CT
BREWSTER, NY 10509-2161

has satisfied the qualifications required by law and is hereby registered as a

HOME IMPROVEMENT CONTRACTOR

Registration #: HIC.0636155

Effective: 04/01/2025

Expiration: 03/31/2026



Bryan T. Cafferelli, Commissioner



CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
WBE FENCE COMPANY INC.
ATTN: D. KRASNIQI
11 DEER COURT
BREWSTER, NY 10509
1b. Business Telephone Number of Insured
914-755-2583
1c. Federal Employer Identification Number of Insured or Social Security Number
454972756
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
City of Groton
295 Meridian Street
Groton, CT 06340
3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company
3b. Policy Number of Entity Listed in Box "1a"
DBL376225
3c. Policy effective period
04/15/2025 to 04/14/2027

4. Policy provides the following benefits:
[A] A. Both disability and paid family leave benefits.
[B] B. Disability benefits only.
[C] C. Paid family leave benefits only.
5. Policy covers:
[A] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
[B] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 12/4/2025 By [Signature]
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)
Telephone Number 516-829-8100 Name and Title Wade Harrison, President

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.
If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board
According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.
Date Signed By
(Signature of Authorized NYS Workers' Compensation Board Employee)
Telephone Number Name and Title

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

Form with fields for: 1a. Legal Name & Address of Insured, 1b. Business Telephone Number of Insured, 1c. NYS Unemployment Insurance Employer Registration Number of Insured, 1d. Federal Employer Identification Number of Insured or Social Security Number, 2. Name and Address of the Entity Requesting Proof of Coverage, 3a. Name of Insurance Carrier, 3b. Policy Number of entity listed in box "1a", 3c. Policy effective period, 3d. The Proprietor, Partners or Executive Officers are:

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premium or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: John C. Webb III (Print name of authorized representative or licensed agent of insurance carrier)

Approved by: [Signature] 12/4/2025 (Signature) (Date)

Title: President & Chief Operating Officer

Telephone Number of authorized representative or licensed agent of insurance carrier: (845) 896-6727

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



WBFEFENC-01

TTOBIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/4/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Emery & Webb, Inc. - Pawling Office 33 East Main Street Suite 2 Pawling, NY 12564	CONTACT mf NAME:	
	PHONE (A/C, No, Ext): (845) 855-1112	FAX (A/C, No): (845) 855-1115
E-MAIL ADDRESS: info@emerywebb.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Union Insurance Company		25844
INSURER B : Acadia Insurance Co		31325
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED WBE Fence Company, Inc. 11 Deer Court Brewster, NY 10509	INSURER A : Union Insurance Company		25844
	INSURER B : Acadia Insurance Co		31325
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPA5659535-10	10/17/2025	10/17/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAA5659536-10	10/17/2025	10/17/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUA5659537-10	10/17/2025	10/17/2026	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$
								\$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCA5659538-10	10/17/2025	10/17/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Groton is included as additional insured as required by written contract or written agreement subject to the language of the policy. 30 Days Notice of Cancellation applies.

CERTIFICATE HOLDER City of Groton 295 Meridian Street Groton, CT 06340	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 