

Town Council Regular Meeting Agenda
Wednesday, February 05, 2025 at 8:00 AM
Town Hall Green Room

1. Pledge
2. Visitors
3. Approval of Minutes – January 22, 2025
4. Appointments
Richard Way (R) Local Veterans Advisory Committee for a term until 6/30/25
5. Clinton Placemakers Exemption Request to Ordinance 194-4A and 194-5A, Mardi Gras Celebration February 28th
6. Town Planner and Zoning Update
7. STEAP Grant Application
8. Department of Transportation Revised Master Municipal Agreement for Construction Projects
9. Town Manager's Report
10. Chairman's Report
11. Council Discussion
12. Town Council Committee Liaison Reports
13. Adjourn

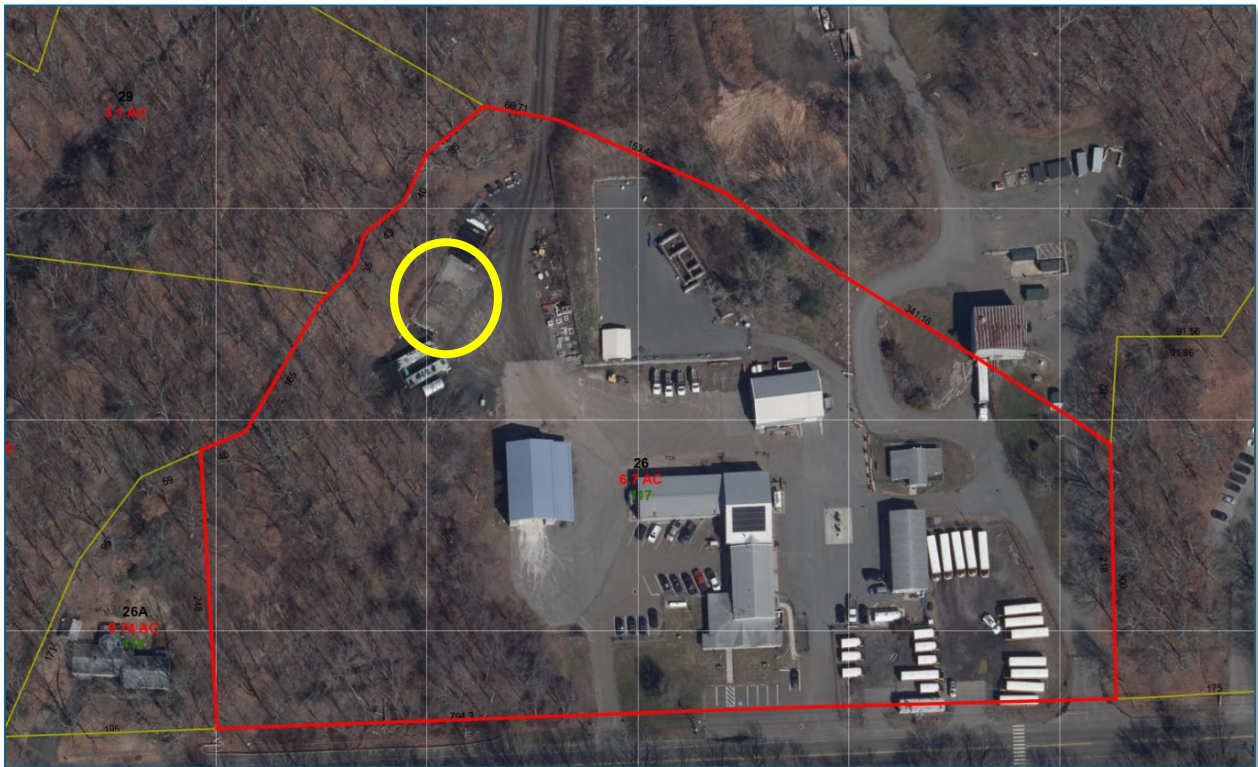
The Small Town Economic Assistance Program (STEAP) has announced a new round of funding for 2025. The Program is managed by the Office of Policy and Management (OPM) and was last available in 2023. Clinton's last STEAP grant was awarded to support the Façade Improvement Program for commercial properties. Since that time, the potential funding awards were raised from \$500,000 to \$1million.

STEAP covers 80% of project costs to fund capital projects in eligible communities. This is a reimbursable grant, therefore the Town is required to fund the project in its entirety and seek reimbursement for 80% of eligible costs. The deadline to apply is February 20th.

Eligible projects include capital investments, including new construction of public buildings. Priority is given to projects that are "shovel-ready" and can proceed to implementation upon award. Planning and engineering costs are not eligible.

In reviewing potential projects that are in Clinton's capital projects pipeline against the grant criteria, it was determined that a new building at Public Works is the most "ready" project at this time. A new building would serve to store vehicles and equipment that are currently stored outside. A portion of the building would be dedicated to storage and working space for Emergency Budget Management Operations. Funding for this building is currently included in the FY26 Capital Budget request. If the Town Council endorses the project, and upon a successful referral to the Planning and Zoning Commission pursuant to C.G.S. §8-24, Public Works would seek Planning and Zoning Commission approval for an updated site plan.

The location of the proposed building at Public Works is shown below:



The Director of Public Works prepared a project budget to assist with the FY26 Capital budget and this grant request. Per this budget if the STEAP grant is awarded at the maximum amount, the Town's final cost would be \$135,900 for this new facility.

DPW STORAGE BUILDING 2025			
Site Survey and Layout		\$12,000.00	
Blasting		\$15,000.00	
Electrical (Tie in to existing)		\$7,500.00	
Building		\$595,000.00	
Site preparation, permitting, and administrative costs		\$50,000.00	
		\$679,500.00	TOTAL

Next steps for this application would include:

1. Review the Town Council's support for the project and obtain authorization to apply for the grant.
2. Prepare and submit the grant application by February 20, 2025.
3. Refer the project to the Planning and Zoning Commission for review pursuant to C.G.S. §8-24.
4. Fund the project in the FY26 Capital request.
5. After July 1, and upon a grant award, apply for a site plan amendment with the Planning and Zoning Commission.
6. Proceed with bidding as necessary and construction.

In order for the grant application to proceed, Town Council would need to endorse the project and authorize the Town Manager to submit the application.

STEAP Grant Suggested Motion

I move to endorse the construction of a new building at the Public Works facility at 117 Nod Road, and authorize the Town Manager to submit a STEAP grant application on behalf of the Town of Clinton to seek funding for the project and to acknowledge that the Town is required to fund the project in its entirety and seek reimbursement for 80% of eligible costs.

October 18, 2024

To: All Connecticut Municipalities

Subject: Master Municipal Agreement for Construction Projects – Errata Memorandum

The Connecticut Department of Transportation (CTDOT) and your municipality have recently executed a new ten-year Master Municipal Agreement for Construction Projects (MMAC). It has been brought to CTDOT's attention that there are some minor grammatical and referencing errors carried over from the previous iteration of the MMAC. Additionally, Schedule H, which includes CTDOT Policy Statement No. EX.O.-33 (June 25, 2015) was inadvertently omitted. In consultation with CTDOT's Office of Legal Affairs, all errors have been deemed non-substantive and, except for the one omission, all can be characterized as either typographical or as inaccurate cross-referencing of sections.

Based upon the above-noted findings, CTDOT does not intend to send out revised MMACs. Please file this letter and enclosed memorandum with your copy of the executed MMAC for future use. If you have any questions, please contact Michael Cherpak, Principal Engineer, by email at Michael.Cherpak@ct.gov.


Very truly yours,



James A. Fallon, P.E.
Assistant Chief Engineer
Bureau of Engineering and Construction

Enclosures

MEMORANDUM

To: All Connecticut Municipalities
From: James A. Fallon, Assistant Chief Engineer 
Date: October 15, 2024
Re: Master Municipal Agreement for Construction Projects Template Errata

The purpose of this memorandum is to provide a list of errors in the above-referenced agreement template which were recently brought to the attention of the Connecticut Department of Transportation (CTDOT). Significantly, all errors are non-substantive, and with the exception of one omission, all can be characterized as either typographical or as inaccurate cross-referencing of sections.

The errors are listed below, by numerical order of the section or subsection in which the error appears. For each error, the original wording is shown first (highlighted in yellow), followed by a duplicate sentence or sentences with the revision in red font and/or yellow highlight.

Finally, attached to this memo is what should be the last page of the Master Municipal Agreement for Construction Projects, as referred to in Schedule H: CTDOT Policy Statement No. EX.O.-33 (June 25, 2015).

1. Article 1. Definitions.

1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.8).

1.1 "Accumulative Costs" means the total, collective expenditure by the Municipality and the DOT to complete the Construction Project (defined in section 1.10).

1.5 "Authorization to Award Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.28), including, but not limited to, awarding the contract(s) for performance of the work.

1.5 "Authorization to Award Notice" means the written notice from the DOT to the Municipality authorizing the Municipality to perform its Administration obligations for the Construction Project under the Project Authorization Letter (PAL) (defined in section 1.32), including, but not limited to, awarding the contract(s) for performance of the work.

1.9 "Consulting Engineer" means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.12).

1.9 "Consulting Engineer" means the person or entity, whether an employee of, or a contractor engaged by, the Municipality, who performs the Design Services During Construction (defined in section 1.15).

- 1.15 “Design Services During Construction” means design services required during the construction phase, with the DOT’s prior approval, which may include, but are not limited to, construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.26), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT’s prior approval, all in accordance with the Standard Specifications (as defined in section 1.32).
- 1.15 “Design Services During Construction” means design services required during the construction phase, with the DOT’s prior approval, which may include, but are not limited to, construction engineering services, consultation in the field, advice, visits to the work site, review and approval of all shop plans and construction drawings received from the Prime Contractor (defined in section 1.30), design modification of original construction drawings as may be necessary, and any other design services as may be required, with the DOT’s prior approval, all in accordance with the Standard Specifications (as defined in section 1.36).
- 1.16 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 2.2) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.
- 1.16 “Designated Official” means the municipal official or representative designated by title who is duly authorized by the Municipality to receive PALs issued by the DOT under this Agreement and who submits to the DOT a Written Acknowledgment of the PAL (defined in section 1.32) binding the Municipality to the terms and conditions of the PALs issued by the DOT under this Master Agreement.
- 1.17 “Disadvantage Business Enterprise (DBE)” has the meaning defined in Schedule E.
- 1.17 “Disadvantage Business Enterprise (DBE)” has the meaning defined in Schedule D.
- 1.34 “Small Business Participation Pilot Program (SBPPP)” has the meaning defined in Schedule G
- 1.34 “Small Business Participation Pilot Program (SBPPP)” has the meaning defined in Schedule F

Article 2. Issuance and Acknowledgment of PALs for Construction Projects.

2.7 Federal Requirements & Title VI Assurances.

- (a) With respect to this Master Agreement and each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but not limited FHWA, the Municipality shall comply with such federal

agency or office's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the federal agency or office may permit otherwise in writing.

(a) With respect to this Master Agreement and each PAL issued and acknowledged under this Master Agreement that involves the passing of Funds from any agency or office of the federal government, including, but **not limited to FHWA**, the Municipality shall comply with such federal agency or office's contracting requirements, directives, and policies that are in place at the time the respective PAL is in effect, except to the extent that the DOT and the federal agency or office may permit otherwise in writing.

Article 3. Municipality-Administered Construction Projects. When the Municipality is responsible for Administering the Construction Project with Funding provided on a reimbursement basis, or as otherwise disbursed by the DOT as specified in the PAL, the sections of this Article 3 apply.

3.1 **Content of the PAL.** The PAL issued by the DOT to the Municipality shall set forth, at a minimum: ...

(d) an amount for Contingencies, which upon written authorization from the DOT shall be available to fund required work or change in costs, as approved by DOT, via the Construction Order process and in accordance with applicable federal requirements and **in accordance Municipality** Construction Manual;

(d) an amount for Contingencies, which upon written authorization from the DOT shall be available to fund required work or change in costs, as approved by DOT, via the Construction Order process and in accordance with applicable federal requirements and **in accordance with the Municipality** Construction Manual;

3.13 **Affirmative Action (AA) Goals & On-the-Job Training Requirement.**

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the "Special Provision, Disadvantaged Business Enterprises" (2023), as may be revised, the **"Special Provision, Small Contractor and Small Contractor Minority Business Enterprise (Set Aside)"** (2023), as may be revised, or the "Special Provision, Small Business Participation Pilot Program" (2023), as may be revised, attached to this Master Agreement as Schedules D, E & E, respectively (the "AA Special Provision"). ...

(a) The Municipality agrees to include the assigned DBE goal, SBE goal, or SBPPP goal, as applicable, and associated requirements, set forth in the PAL, as requirements within any contract the Municipality enters into with its Prime Contractor, and, if applicable, its Inspection Consultant, and to require its Prime Contractor and, if applicable, its Inspection Consultant, to comply with the current version of the "Special Provision, Disadvantaged Business Enterprises" (2023), as may be revised, the **"Special Provision, Small Business Enterprise (Set Aside)"** (2023), as may be revised, or the "Special Provision,

Small Business Participation Pilot Program” (2023), as may be revised, attached to this Master Agreement as Schedules D, E & F, respectively (the “AA Special Provision”). ...

3.22 Contingencies & Extra Work. ...

(b) The PAL will provide a line item category for Extra Work to **set-aside** funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT’s sole discretion and with the DOT’s written approval, to be necessary for completion of the Construction Project. ...

(c) Once approved in writing by the DOT, the Extra Work will be funded as follows: ...

- (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, **the** DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. ...

(b) The PAL will provide a line item category for Extra Work to **set aside** funds that may be requested later by the Municipality to fund the requested additional work if it is deemed, at the DOT’s sole discretion and with the DOT’s written approval, to be necessary for completion of the Construction Project. ...

(c) Once approved in writing by the DOT, the Extra Work will be funded as follows: ...

- (2) If the Extra Work results in an Accumulative Cost greater than the Project Amount specified in the PAL, **and the** DOT determines that the appropriate federal or state government funding is available for the increased costs of the Construction Project, then the DOT will issue a Supplemental PAL to provide for the cost increase to the Construction Project for this Extra Work. ...

3.25 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project. ...

(c) Funding of Acceptable Work. ...

(4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality **itself**.

(5) **performed**, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the **case of Construction** Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

(c) Funding of Acceptable Work. ...

(4) If the DOT or FHWA (or other applicable federal authority), deems any of the work that the Municipality **itself performed**, or engaged a third party to perform on its behalf, to be unacceptable, then upon demand by the DOT or FHWA (or other applicable federal authority), the Municipality shall promptly return, in whole or in part, to the DOT or FHWA (or other applicable federal authority), the DOT or federal Funding that prior to the effective date of termination was disbursed to the Municipality to fund that unacceptable work.

(d) In the **case of a Construction** Project which received no federal or state government funding during its design phase, the Municipality agrees that it will pay for the costs of any DOT-provided services performed prior to termination, including but not limited to, DOT oversight services for the Construction Project.

Article 4. Municipality-Administered Grant Construction Projects. When the Municipality is responsible for Administering the Grant Construction Project, with Funding provided on an upfront basis, or as otherwise disbursed by the DOT as specified in the PAL, the sections of this Article 4 apply.

4.4 Engaging a Prime Contractor. ...

(c) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the **DOT**. **If** the Municipality imposes any local rules, policies, terms, conditions, or requirements, ...

(c) The Municipality may not impose any local rules, policies, terms, conditions, or requirements on any bidder, Prime Contractor, or Inspection Consultant, unless it has received prior written approval from the **DOT**. **If** the Municipality imposes any local rules, policies, terms, conditions, or requirements, ...

4.24 Suspension, Postponement, or Termination of a Municipality-Administered Construction Project. ...

(c) Funding of Acceptable Work. Upon suspension, postponement, or termination in accordance with subsection (a) or (b), upon request by the DOT, the Municipality shall promptly return the Funding **disbursed prior** to the effective date, in whole or in part in the amount determined by the DOT in its sole discretion giving consideration to the percentage balance of work not completed versus the acceptable work completed to the DOT's satisfaction as of the approved date of termination, suspension, or postponement.

...

(c) Funding of Acceptable Work. Upon suspension, postponement, or termination in accordance with subsection (a) or (b), upon request by the DOT, the Municipality shall promptly return the Funding **disbursed to the Municipality prior** to the effective date, in whole or in part in the amount determined by the DOT in its sole discretion giving consideration to the percentage balance of work not completed versus the acceptable work completed to the DOT's satisfaction as of the approved date of termination, suspension, or postponement. ...

Article 6. Utilities and Highway Right-of-Way.

6.3 **Access to Right-of-Way.** ... Nothing in this section **5.3** shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of way, including but not limited to, applying for and obtaining an encroachment permit.

6.3 **Access to Right-of-Way.** ... Nothing in this section **6.3** shall be construed as waiving any requirements under State of Connecticut laws or regulations relating to access to the highway right-of way, including but not limited to, applying for and obtaining an encroachment permit.

Article 13. Term and Termination of the Master Agreement. ...

13.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for **Municipality-Administered projects**) or section **4.9** (for **DOT-Administered Projects**).

13.4 Effect on In-progress PALs.

(a) Upon expiration of the Term or the DOT's earlier termination for convenience of the Master Agreement, any issued PAL for a Construction Project that is still in-progress will remain in full force and effect and will continue through completion and final acceptance by the DOT of the respective Construction Project, and the Municipality shall be subject to all applicable terms and conditions of the PAL and this Master Agreement, unless the respective PAL is itself terminated in accordance with section 3.25 (for **Municipality-Administered Construction Projects**) or section **4.24** (for **Municipality-Administered Grant Construction Projects**).

Article 15. Insurance.

15.1 Minimum Limits of Coverage.

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the

work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance: ...

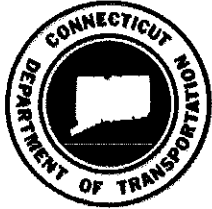
(3) Railroad Protective Liability Insurance (when the Construction Project requires construction or demolition work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) ...

(b) With respect to the Inspection Activities on the particular Construction Project that the Municipality performs or that the Municipality engages an Inspection Consultant to perform, respectively, on the Construction Project, and with respect to Design Services During Construction performed by the Municipality or by a Consulting Engineer, the Municipality when performing the work shall carry, or when the Inspection Consultant or Consulting Engineer is performing the work, the Municipality shall require the Inspection Consultant or Consultant Engineer to carry and to impose on any subconsultant(s) the requirement to carry, for the duration of the Construction Project, the following insurance: ...

(3) Railroad Protective Liability Insurance (when the Construction Project requires construction or demolition work within fifty (50) feet of the railroad right-of-way or DOT-owned rail property), with coverage limits of not less than Two Million Dollars (\$2,000,000) per occurrence for all damages arising out of any one accident or occurrence in connection with bodily injury or death or injury to or destruction of property, and, subject to that limit per accident, an aggregate limit of Six Million Dollars (\$6,000,000) ...

15.5 Update to Minimum Insurance Limit Requirements. The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality agrees to shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.

15.5 Update to Minimum Insurance Limit Requirements. The Municipality acknowledges and agrees that the minimum insurance coverage limits set forth in this Master Agreement are subject to increase by the DOT, at its sole discretion, from time to time during the Term of this Master Agreement. The DOT will provide the Municipality with the updated minimum insurance coverage limit requirements as applicable to the particular Construction Project. Upon issuance of a PAL by the DOT, and submission of the Written Acknowledgment of the PAL by the Municipality, the Municipality shall comply with the updated minimum insurance coverage limit requirements as specified by the DOT for the particular Construction Project.



CONNECTICUT DEPARTMENT OF TRANSPORTATION

POLICY STATEMENT

POLICY NO. EX.O. - 33
June 25, 2015

SUBJECT: Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department

On May, 4 2015 the Office of Policy and Management (OPM) rescinded OPM General Letter No. 97-1. OPM is currently working, in consultation with DOT, to establish revised guidelines regarding the reasonableness and allow-ability of various cost factors related to engineering consultant services as required by Section 13b-20m of the Connecticut General Statutes.

In the interim, the Department will utilize the following Policy on Non-Federally Funded Contract Fees for Architects, Engineers and Consultants performing services for the Department:

All contracts for architects, engineers and consultants shall be negotiated and awarded on the following basis:

1. Burden, Fringe, Overhead and Profit – Actual but not to exceed 165% for work utilizing a Home Office rate and 130% for work utilizing a Field Office rate.
2. Travel – Maximum is established per the State Travel Regulations (Manager's Agreement).

Each such contract must contain appropriate language to clearly acknowledge the parameters of this letter.

A handwritten signature in cursive script, appearing to read "James Redeker", is written over a horizontal line.

James Redeker
Commissioner