



# TOWN OF MONROE

## TOWN COUNCIL

### AGENDA

Session # 2024-22

Regular Meeting - Monday, November 25, 2024 – 7:00 P.M.

#### **HYBRID PUBLIC MEETING**

#### **TOWN HALL COUNCIL CHAMBERS & UTILIZING ELECTRONIC EQUIPMENT**

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

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

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

- Via computer, tablet or smartphone at this link:

<https://us06web.zoom.us/j/84706987767?pwd=XBir1twcEEqj4hvkhl7N72kMO0qcFT.1>

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

Meeting ID: **847 0698 7767**

Passcode: **213025**

Please note:

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

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**I. PLEDGE OF ALLEGIANCE**

**II. ROLL CALL**

**III. CONSENT CALENDAR**

- A.** Approval of the minutes of the Town Council Regular Meeting held on November 12, 2024 (Session 2024-21).

**IV. COMMUNICATIONS**

- A.** Memo from the First Selectman to the Town Council Chair dated November 21, 2024, regarding an appointment to the Commission on Aging.

- B. Memo from the First Selectman to the Town Council Chair dated November 21, 2024 regarding the Professional Engineering Services Agreement for the Geothermal Feasibility Study.
- C. Letter of Opinion from the Town Attorney to the First Selectman dated November 5, 2024 regarding the Professional Engineering Services Agreement for the Geothermal Feasibility Study.
- D. Memo from the First Selectman to the Town Council Chair dated November 21, 2024 regarding the 2025 Radio Community Service Grant Agreement.
- E. Letter of Opinion from the Town Attorney to the First Selectman dated November 12, 2024 regarding the 2025 Radio Community Service Grant Agreement.
- F. Memo from the First Selectman to the Town Council Chair dated November 21, 2024 regarding the WhoFi Library Room Management Software Agreement.
- G. Letter of Opinion from the Town Attorney to the First Selectman dated November 12, 2024 regarding the WhoFi Library Room Management Software Agreement.

**V. PUBLIC PARTICIPATION**

**VI. APPOINTMENTS**

- A. **Resolution #24-154:** To consider and act upon the resolution regarding the appointment of **Susan Bannay (D)** to the Commission for the Aging for a term ending July 2, 2027.

**VII. ACTION ITEMS**

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

**VIII. UNFINISHED BUSINESS**

None

**IX. NEW BUSINESS**

- A. **Resolution #24-155:** To consider and act upon a resolution regarding the Professional Engineering Services Agreement for the Geothermal Feasibility Study.
- B. **Resolution #24-156:** To consider and act upon a resolution regarding the 2025 Radio Community Service Grant Agreement.
- C. **Resolution #24-157:** To consider and act upon a resolution regarding the WhoFi Library Room Management Software Agreement.

**X. PUBLIC PARTICIPATION**

**XI. ADJOURNMENT**

**GUIDELINES FOR PUBLIC PARTICIPATION**

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

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

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

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



# TOWN OF MONROE

## TOWN COUNCIL

### MEETING MINUTES

Session # 2024-21

Regular Meeting – Tuesday, November 12, 2024 – 7:00 P.M.  
Meeting conducted in Council Chambers of Town Hall  
& Remotely via Zoom

**PRESENT:** Chairperson Jonathan Formichella  
Vice-Chairperson Enid Lipeles  
Councilmember Vincent A. Duva  
Councilmember Cathy Kohut  
Councilmember Jason Maur  
Councilmember Sean O'Rourke  
Councilmember Janice Persico (remote)  
Councilmember Kevin Reid (remote)  
Councilmember Dona-Lyn Wales

**ABSENT:** None

**ALSO PRESENT:** First Selectman Terrence P. Rooney  
Director of Economic & Community Development William Holsworth  
Special Projects Coordinator Rosemary Riber

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#### I. PLEDGE OF ALLEGIANCE

**Formichella** called the meeting to order at 7:15PM and led with the Pledge of Allegiance.

#### II. ROLL CALL

**Formichella** took the roll call as noted above. **Formichella** stated they were previously in a different zoom recording and there were a few items accomplished. He noted they said the pledge, had a moment of silence for Manny Cambra, Jr. who was a former member of our Board of Finance and former Tax Collector who passed away.

#### III. SUSTAINABLE CT DISCUSSION & GRANT UPDATES

William Holsworth and Rosemary Riber presented to Council the Sustainable CT designation and provided an overview of the Grant landscape. The presentation has been incorporated into the minutes.

#### IV. CONSENT CALENDAR

- A. Approval of the minutes of the Town Council Regular Meeting held on October 21, 2024 (Session 2024-20).
- B. Approval of the Tax Collector's Request for Refunds, dated November 4, 2024, totaling \$22,410.08.
- C. Acceptance of the donations received for the following programs:
  - Community & Social Services: \$392.00
  - Edith Wheeler Memorial Library: \$600.00 & In-kind of toys, play food, 24 books, 1 CD and 3lbs of craft beads
  - Emergency Medical Services: \$607.50
  - Farmers' Market: \$423.00

- Fire Department: \$1,000.00
- Food Pantry: \$4,430.66
- Police Department: \$310.00
- Project Warmth: \$92.00

- D. Resolution #24-146: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the FY 2025 Highway Safety Project Grant Application and any associated documents by and between the Connecticut Department of Transportation, for the Comprehensive DUI Enforcement Program for Municipal Police Department.
- E. Resolution #24-147: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's reappointment of **Michael Vitello (R)** to the Board of Police Commissioners for a term ending May 16, 2027.
- F. Resolution #24-148: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's reappointment of **Kristina MacPhail (R)** to the Zoning Board of Appeals for a term ending November 20, 2028.
- G. Resolution #24-149: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's reappointment of **Ben Maini (R)** to the Zoning Board of Appeals for a term ending February 22, 2029.

## V. COMMUNICATIONS

- A.** Memo from the First Selectman to the Town Council Chair dated November 7, 2024 regarding various donations.
- B.** Memo from the Tax Collector to the Town Council Chair dated November 4, 2024 regarding a Request for Refunds.
- C.** Memo from the First Selectman to the Town Council Chair dated November 7, 2024 regarding reappointments to various boards and commissions.
- D.** Memo from the First Selectman to the Town Council Chair dated November 7, 2024, regarding an appointment to the Monroe Housing Authority.
- E.** Memo from the First Selectman to the Town Council Chair dated November 7, 2024, regarding an appointment to the Economic Development Commission.
- F.** Memo from the First Selectman to the Town Council Chair dated November 7, 2024, regarding an appointment to the Commission on Aging.
- G.** Memo from the First Selectman to the Town Council Chair dated November 7, 2024 regarding the FY 2025 Highway Safety Project Grant Application for the Comprehensive DUI Enforcement Program.
- H.** Letter of Opinion from the Town Attorney to the First Selectman dated November 5, 2024 regarding the FY 2025 Highway Safety Project Grant Application for the Comprehensive DUI Enforcement Program.
- I.** Memo from the Town Attorney to the Town Council dated November 12, 2024 regarding the State of Connecticut Trail Maintenance Agreement.
- J.** Resolution from the Town Attorney to the Town Council dated November 12, 2024 regarding the State of Connecticut Trail Maintenance Agreement.
- K.** Memo from the Town Attorney to the Town Council dated November 12, 2024 regarding the State of Connecticut Trail Maintenance Agreement.
- L.** Trail Maintenance agreement from the Town Attorney to the Town Council dated November 12, 2024.

## VI. PUBLIC PARTICIPATION

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

## VII. APPOINTMENTS

- A. Resolution #24-150:** To consider and act upon the resolution regarding the appointment of **Bonnie Schneider (D)** to the Monroe Housing Authority for a term ending October 31, 2029.

**Motion by Maur** to adopt **RESOLUTION #24-150: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's appointment **Bonnie Schneider (D)** to the Monroe Housing Authority for a term ending October 31, 2029.

**Second: Kohut**

**Discussion: Maur** stated that Bonnie Schneider and her husband Chuck moved to Monroe, CT in December of 1991 with two small children and a third born a few months later. Bonnie obtained a degree from Indiana University in Human Development in the Family and a Master's degree from the Scripps Institute of Genealogy with a concentration of Nursing Home Administration. Bonnie's workload has been entirely with the elderly and disabled population, most recently spending 24 years as Executive Director of the Monroe Housing Authority. Bonnie is involved in the community as a member of Silver Steel Band and also contributing to the music program at Monroe Congregational Church. This appointment fills the vacancy of Jocelyn Hudson Brown whose term ended on October 31, 2024.

**Rooney** noted that having met Bonnie many times at the Fairway Acres location, every time I had visited she was there. He noted that he did not believe there was another person that cared more about their well-being, than Bonnie. **Rooney** stated that by having her there made him happy and would put the town at ease because she would always do the right thing for Fairway Acres. **Rooney** stated he was very happy to put this appointment forward. **Duva** stated that she was the Executive Director during his time on the board and that the residents felt comfortable with her and liked her. He stated that he thought she would do a great job.

**Motion passed 9-0:**

Voting Yes: **Formichella, Lipeles, Duva, Kohut, Maur, O'Rourke, Persico, Reid, Wales**

Voting No: None

Absent: None

- B. Resolution #24-151:** To consider and act upon the resolution regarding the appointment of **Sundeep (Sunny) Gill (R)** to the Economic Development Commission for a term ending January 31, 2028.

**Motion by Lipeles** to adopt **RESOLUTION #24-151: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's appointment of **Sundeep (Sunny) Gill (R)** to the Economic Development Commission for a term ending January 31, 2028.

**Second: Wales**

**Discussion: Lipeles** stated that Sunny moved to Monroe in June of 2022 with her husband and two children. She obtained a degree in Economics from UCONN and worked in corporate for more than 14 years. Sunny is a volunteer for the Stepney Elementary PTO, Monroe Newcomers, Junior League, and as the bookkeeper for the Great Oak Farm HOA. The Economic Development Commission needs members and Sunny would like to volunteer her time and energy to this commission. Sunny is excited to bring her passion for responsible growth to the town and would be an asset to this commission. This appointment fills the vacancy created by Jeff DeSanti.

**Motion passed 9-0:**

Voting Yes: **Formichella, Lipeles, Duva, Kohut, Maur, O'Rourke, Persico, Reid, Wales**

Voting No: None

Absent: None

- C. Resolution #24-152:** To consider and act upon the resolution regarding the appointment of **Marion Callo (R)** to the Commission on Aging for a term ending July 2, 2026.

**Motion by Lipeles** to adopt **RESOLUTION #24-152: RESOLVED**, that the Monroe Town Council hereby approves the First Selectman's appointment **Marion Callo (R)** to the Commission on Aging for a term ending July 2, 2026.

**Second: Maur**

**Discussion: Lipeles** stated that Marion has been a long-time resident for the Town of Monroe and has served a variety of boards and commissions including many years on the Zoning Board of Appeals. The Commission on Aging needs members and Mrs. Callo would like to volunteer her time and expertise.

She has a strong knowledge of how boards and commissions work and would be an asset to this commission. This appointment fills a standing vacancy on this committee.

**Motion passed 9-0:**

Voting Yes: **Formichella, Lipeles, Duva, Kohut, Maur, O'Rourke, Persico, Reid, Wales**

Voting No: None

Absent: None

**VIII. ACTION ITEMS**

- A. Town Council Committee on Finance, Education, Health & Public Safety Matters – **Lipeles** noted they had not met since the last Council meeting.
- B. Town Council Committee on Planning & Zoning, Public Works and Park & Recreation – **Duva** stated there was no update.
- C. Town Council Committee on Legislative & Administrative Matters – **Reid** noted they met prior to the meeting and discussed one item #24-146 for the 2025 Highway Safety Project Grant Application for the Comprehensive DUI Enforcement which did reach consensus for Council.
- D. Strategic Planning Committee - **Formichella** stated that he was in the process of contacting the Historic District Commission in scheduling a meeting. He noted that the holidays may pose a challenge in scheduling but that he was confident they would be able to have a meeting regarding the Beardsley property before the end of the year.
- E. Open Space Preservation and Acquisition Committee – **O' Rourke** noted they have not met since the last Council meeting.
- F. First Selectman's Update –First Selectman Rooney provided an update as follows:

**Operations Update:**

Animal Control Facility Renovation

- Building project according has been awarded to Zeiss Construction and the project is anticipated to begin the last week of November.

Open Gov

- A directors meeting was conducted on 11/5 and reports of progress were positive. All departments have been satisfied with the Open Gov staff and the high-level assistance requested during this process. Departmental forms have been created and are being implemented on the Open Gov platform.

New Hires

- Senior Center Driver PT
- Assistant Town Clerk I- Peggy Scalzo
- Administrative Assistant Detective Division
- Police Dispatcher
- Police Records Clerk
- Police Uniformed Officer
- Library Aide PT (2)
- Library Tech & Information Services Assistant PT

Manny Cambra

- Our former Tax Collector has passed away. Manny served as Monroe's Tax Collector for several years, however, was also known as coach. Having coached youth sports, Manny was respected in everything he did for Monroe. Manny and his wife Fran, while healthy, contributed and supported every town event possible.

**Emergency Services Update:**

Governor fire/Burn ban

- Our fire service professionals have been adamantly stating and relaying to our residents, per a Governor executive order, the need to cease any burning. Connecticut is experiencing an extreme drought creating a more susceptible environment for fire to spread rapidly. I urge citizens to follow this order until it is lifted as we have had some preventable incidents in

town regarding this matter.

### **Community Update:**

#### Bradshaw Fundraiser Dinner

- Dennis Bradshaw worked for the Monroe Police Department for 20 years and on the August 18<sup>th</sup> flooding, he and wife lost their home. On October 14<sup>th</sup> I attended a dinner in support to raise money for their lost home. Many people were in attendance, as the Bradshaw's are wonderful people who gave so much kindness to our community.

#### Ribbon Cuttings

- One More Rep, an interactive one on one training facility, located in the plaza at the corner of route 59 and Route 25.

#### Halloween Parade & Stepney Halloween Parade

- The annual Halloween Parade came through Town Hall. Families enjoyed decorations, candy and were led by Beauty and Beast, fun was had by all. I also attended the Save Our Stepney event and Halloween Parade having been a deciding voice on costume winners. Halloween was well celebrated in Monroe this year.

#### Early Voting

- Thank you, Registrar of Voters, for all your hard work. About 4,000 residents voted at Town Hall. Overall, it was a pleasant experience for all who took advantage of more days to make their vote count.

#### Diwali

- A small celebration was organized by myself and the citizens of Monroe to present a proclamation for Diwali. Diwali is celebrated by millions around the world, it symbolizes light over darkness and knowledge over ignorance. It represents values of peace and prosperity. I had the privilege of meeting new people and take part in some food sampling and prayers on the Town Hall green to celebrate this joyous occasion. The Town of Monroe proudly embraces its many cultures and recognizes the contributions of our Indian-American community.

#### Veterans Day Ceremony

- Thank you to our American heroes. A ceremony was held at Stepney Green on November 11<sup>th</sup> in their honor. The spirit of America lives in the hearts of our brave men and women of the armed forces. These honorable individuals protect all that we hold dear on land, sea, in air and space.

#### Local Election Results

- Congratulations to Tony Scott on your re-election to the position of State Representative in the 112<sup>th</sup>.
- Congratulations to Sujata Gadkar-Wilcox for being elected to State Senator covering the 22<sup>nd</sup> State Senatorial district.
- Thank you, Marilyn Moore, for your years of service as our State Senator in the 22<sup>nd</sup> and we wish you a prosperous healthy life transitioning from public office.

**O'Rourke** inquired if we should notice that the burn ban is in effect until further notice. **Rooney** stated that we would have to contact the Governor's office. **O'Rourke** noted that the dates the burn ban was in effect was changing. **Rooney** stated the State is who communicates the dates with the Town.

## **IX. UNFINISHED BUSINESS**

None

**Formichella** made a motion to add the following items to the agenda and incorporate documents into the communication items as I, J, K which include the draft motion for Resolution 24-153, a legal opinion from the Town Attorney dated November 12, 2024, as well as the Trail Maintenance Agreement.

**Second: Kohut**

**Discussion:** **Formichella** stated that earlier that evening Attorney Lieto emailed members of Council a request to add item B, which contemplated the revisions to the Trail Maintenance Agreement, which was earlier passed by this Council in May. He noted there were certain revisions that were needed to be made by the State of Connecticut, therefore he asked that the motion to add this item to the agenda be passed. **Maur** stated that on a housekeeping matter, the only item added to communication should be the legal opinion. **Formichella** noted as a matter of transparency to include it under communications as the item was added late.

**Motion passed 9-0:**

Voting Yes: **Formichella, Lipeles, Duva, Kohut, Maur, O'Rourke, Persico, Reid, Wales**  
Voting No: None  
Absent: None

**Formichella** made a motion that the Town Council waive the Legislative & Administrative Subcommittee requirement for item B as the L&A meeting was a special meeting and special meetings cannot have the agendas amended.

**Second: Wales**

**Discussion:** **Maur** stated that he did have an opportunity to review the documents and the letter of opinion and had it gone to L&A he would have supported bringing it to Council.

**Motion passed 9-0:**

Voting Yes: **Formichella, Lipeles, Duva, Kohut, Maur, O'Rourke, Persico, Reid, Wales**  
Voting No: None  
Absent: None

**X. NEW BUSINESS**

**A. Motion by Lipeles** to accept the following donations that individually exceed \$1,500.00:

Community & Social Services:

- \$3,000.00 from Robert L. Giampe

Emergency Medical Services:

- \$1,500.00 from the Mellen Foundation

**Second: Maur**

**Discussion:** **Rooney** thanked the donors and noted that the funds would be used well. He noted that we are extremely thankful for donations.

**Motion passed 9-0:**

Voting Yes: **Formichella, Lipeles, Duva, Kohut, Maur, O'Rourke, Persico, Reid, Wales**  
Voting No: None  
Absent: None

**B. Resolution #24-153:** To consider and act upon a resolution regarding the Animal Control Renovation Contract.

**Motion by Lipeles** to adopt **RESOLUTION #24-153: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Trail Maintenance Agreement, as revised by the State of Connecticut, and any associated documents by and between the Town of Monroe and the State of Connecticut regarding Housatonic Valley River Trail Maintenance Agreement.

**Second: Maur**

**Discussion:** **Formichella** stated that the town attorney had changes that were requested by the State of Connecticut regarding the agreement we passed in May. He noted the town attorney asked that we adopt the changes.

**Motion passed 9-0:**

Voting Yes: **Formichella, Lipeles, Duva, Kohut, Maur, O'Rourke, Persico, Reid, Wales**  
Voting No: None  
Absent: None

**Kohut** inquired if there had been an appointment selected as the Inland Wetlands Appeals Officer. **Rooney** stated there was not and noted that someone was in mind but there were some conflicts. He noted this was still in the process.

**XI. PUBLIC PARTICIPATION**

**None**

**XII. ADJOURNMENT**

**Formichella** adjourned the meeting at 8:26PM.

*Respectfully submitted by, Kerry McAndrew, Clerk*

# Sustainable CT and Grant Landscape

**Presentation for Town Council**

**Tuesday, November 12, 2024**

William Holsworth – Director Economic & Community Development

Rosemary Riber – Special Projects Coordinator

# Agenda

- Welcome and Introductions
- Sustainable CT Overview
  - Program
  - Application process
  - Submissions and review
- Grants Overview
  - Notice of Funding Opportunities
  - Application process
  - Managing / Administering the grant contract
  - Close out
- Questions and Answers

# Sustainable CT



Mission – To foster inclusive, resilient and vibrant Connecticut Municipalities that provide opportunities for all to thrive by providing a menu of sustainability actions that:

- Build local economies;
- Support equity
- Respect the finite capacity of the environment

Voluntary certification available to all municipalities within the State of Connecticut

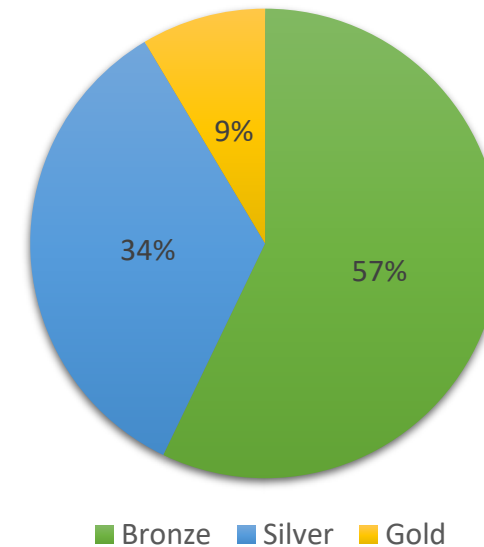
# Requirements of Sustainable CT

- 13 Categories of activities
  - At least one activity from each category must be completed; three (3) activities for Silver Certification; four (4) activities for Gold Certification;
  - Points are awarded for each completed activity;
    - 200 Points for Bronze Certification
    - 500 Points for Silver Certification
    - 750 Points for Gold Certification
      - Additional 150 points required for Climate Leader Designation
      - Additional points can be obtained to “boost” certification status
  - Certification in place for three (3) years, then requires renewal application
  - Two (2) certification cycles per calendar year, Spring and Fall;
  - Activities must have been completed within the past three (3) years;

# By the numbers...

- Of the 169 Municipalities, 138 are registered with Sustainable CT
  - 70 Municipalities have achieved certification
    - Bronze Certification – 40 Municipalities
      - 2 of which are Climate Leaders
    - Silver Certification – 24 Municipalities
      - 8 of which are Climate Leaders
    - Gold Certification – 6 Municipalities
      - 6 of which are Climate Leaders
  - 43 certifications awarded Fall 2024

**Certifications**



# Categories and Actions

1. Inclusive and Equitable Community Impacts
  - 1.1 – Optimize for Equity
  
2. Thriving Local Economies
  - 2.3 – Inventory and Promote Local Products and Services
  - 2.4 – Provide Resources and Supports to Local Businesses
  
3. Well-Stewarded Land and Natural Resources
  - 3.4 – Develop an Open Space Plan
  - 3.5 – Create a Natural Resource and Wildlife Inventory
  - 3.8 – Implement Low Impact Development
  - 3.10 – Facilitate Invasive Species Education and Management
  - 3.12 – Enhance Pollinator Pathways
  - 3.13 – Promote Dark Skies

# Categories and Actions, continued

## 4. Vibrant and Creative Cultural Ecosystems

4.2 – Support Arts and Creative Culture

## 5. Dynamic and Resilient Planning

5.3 – Develop Agriculture-Friendly Practices

5.5 – Inventory and Assess Historic Resources

## 6. Clean and Diverse Transportation Systems and Choices

6.1 – Implement Complete Streets

6.6 – Manage Municipal Fleets

## 7. Renewable and Efficient Energy Infrastructure and Operations

7.9 – Participate in and Promote the C-Pace Program

# Categories and Actions, continued

## 8. Inclusive Engagement, Communication and Education

8.1 – Hold a Sustainable Event

8.7 – Engage with Youth on Community Sustainability

## 9. Strategic Materials Management

9.3 – Recycle Additional Materials

## 10. Optimal Health and Wellness Opportunities

10.5 – Support Equitable Food Access and Local Farmers

10.6 – Plan and Prepare for Extreme Heat

# Categories and Actions, continued

## 11. Healthy, Efficient and Diverse Housing

11.1 – Implement an Affordable Housing Plan

## 12. Effective, Compassionate Homelessness Prevention

12.2 – Increase Public Awareness and Support for Efforts to End Homelessness

## 13. Innovative Strategies and Practices

13.1 – Implement Your Own Sustainability Action

# Grant Overview – what are grants?

- Grants are:
  - A grant is a financial award available to fund a focused project to make something better within the applicant's community.
  - Grants are a type of financial assistance, which is a general term for how the government redistributes resources to eligible recipients.
  - Investment in the future of the applicant's community.
  - A legally binding contract.
  - Grants can be awarded through the Federal Government, State Government or through private / local organizations.
- Grants are **NOT**:
  - A Loan; they do not have to be paid back.
  - A short-term purchase solution; typical grant cycle is 9-12 months.
  - “Free” money – reporting and match requirements.
  - A guarantee of funding.

# Types of Grants

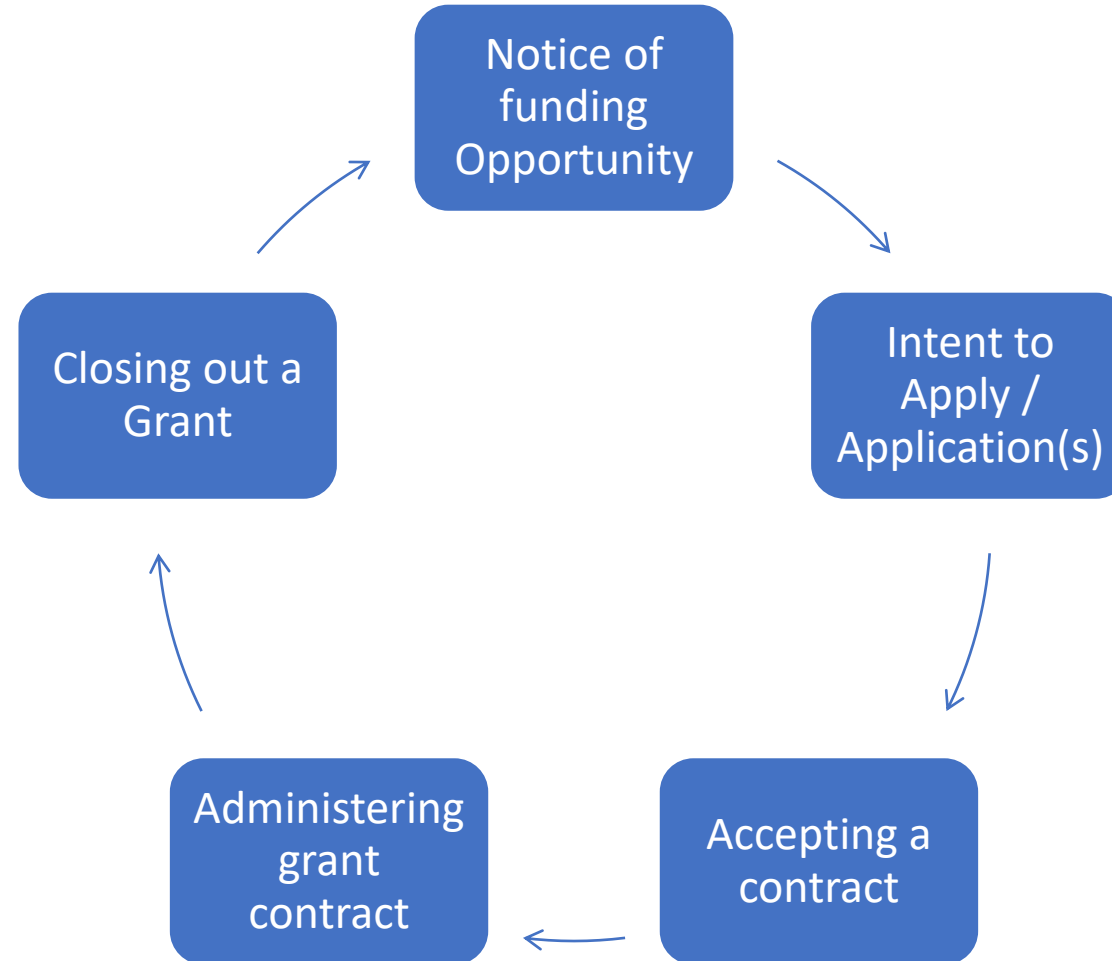
## Discretionary Grants –

- Competitive grants.
- Grantor retains considerable authority in selecting the recipient, determining the amount of the award, and negotiating scope of work.

## Non-Discretionary Grants –

- Non-competitive / formulaic.
- Awarded primarily to state, tribal and local governments.
- Congressionally directed through an authorizing statute based on eligibility criteria.
- Amount of award is determined by a pre-defined formula.

# Grant Lifecycle



# Current Grant Activity \*

Grant name:	Amount:	Stage:
Congressionally Directed Spending (STEM Computer Labs)	\$200,000	Close out
Congressionally Directed Spending (Senior Center Septic)	\$200,000	Awaiting contract
Congressionally Directed Spending (Police Body Cameras)	\$250,000	Awaiting notification
Small Town Economic Assistance Program (STEAP)	\$500,000	Administration
Open Space and Watershed Land Acquisition (OSWA)	\$1,803,750	Awaiting contract
State Bonding – Wolfe Park Basketball Courts	\$150,000	Close out
State Bonding – Monroe Community Center	\$750,000	Awaiting contract

\* Activity does not include grants obtained within other areas such as DPW Local Capital Improvement Program (LoCIP), Local Transportation Capital Improvement Program (LOTICIP), Old Americans Title III Grant (SWCAA), Edith Wheeler Memorial Library, Health Department, Town Clerk or WMNR.

# Current Grant Activity – recently submitted

Grant name:	Amount:	Project:
Healthy Communities Grant	\$40,000	Geothermal design
MetroCOG Active Transportation Micro Grant	\$5,000	Bike Helmets
MetroCOG EPA Climate Pollution Reduction Grant		Rooftop solar, HVAC Assessments and Geothermal Evaluation
AARP Livable Communities Grant	\$5,000	Benches / Library Program
Local and Regional Project Assistance Grants (RAISE)	<\$1,000,000	Culvert Replacement on Hammertown Road
Regional Infrastructure Accelerators Demonstration Program	<\$975,000	Hammertown Road Culvert

# Notice of Funding

- Also known as a Competitive Solicitation Announcement
- Articulates project requirements as well as eligibility requirements
- Memorializes rationale for grant to support Grantor's mission or to further a National Objective
  - Details vary by Grantor Agency
  - Leverage local expertise
- Provides timelines and deadlines

# Intent to Apply / Application(s)

- Grant application may require a number of forms to be submitted
  - Letter of Intent to apply
  - Application to Grantor Agency or other designated entity
  - Project Narrative
  - Work plan and timeline for completion
  - Budget documentation
  - Maps, Project areas,
- Submitted through Grants.gov, via email, MetroCOG or other portal as defined in the NOFO.

# Acceptance of Contract

- Grantor Agency provides Grant Award Agreement for review
  - Grant application, included by reference
  - Award document, which contains various information about the award, such as contact information for project officer / Grant Specialist, and the amount of the award
  - Terms and conditions of the award
    - Terms and Conditions are legal requirements imposed on the recipient by statute, regulation, program guidance or grant award itself
      - Administrative – based on regulations or policy
      - Programmatic – based on specific requirements of program office, such as timing and content of progress reports.

# Administering a Grant

Many types of requirements, policies and guidance must be followed to manage a grant:

- Statutes enacted by Congress hold the most authority.
- Federal Regulations that detail how the Executive Branch interprets those Statutes.
- Grantor agency can also develop numerous internal and external policies and guidance to ensure effective Grant Management.

# Financial Management Controls

Financial Management Systems and Internal Control Capacity must have the following:

- Financial data must be:
  - Accurate
  - Current
  - Complete
- Costs / expenses must represent:
  - Allowability
  - Reasonableness
  - Allocability of costs
- Indirect Costs
- Program Income
- Sub awards
- Payroll
- Travel
- Procurement of Equipment, Goods and Services

# Closing out a Grant

Closing out a grant must be done in a timely fashion and is tied to the end of the performance period.

- Close out letter
- Final Progress Reports
- Final Financial Reports
- Demonstrating and Communicating results

# Take-aways and Recap

- Pre cursor action steps are taken to advance our positioning and expand our opportunity set.
- Grants are not a “one size fits most”, and while there is commonality amongst grant requirements, the details, scope, requirements and opportunities are all unique and different.
- Proactive communication and collaboration is done to vehemently pursue funding opportunities.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Date: November 21, 2024

To: Jonathan Formichella, Town Council Chair

From: Terrence P. Rooney, First Selectman *TR*

cc: Alan Vaglivello, Monroe Democratic Town Committee  
Vida Stone, Town Clerk

**Subject: Appointment to the Commission for the Aging**

---

Pursuant to Chapter IV, §2 of the Town Charter, I hereby make the following appointment subject to the approval of the Town Council:

**Susan Bannay (D) to the Commission for the Aging with a term ending July 2, 2027.**

Susan Bannay brings a wealth of experience and a deep commitment to community service. Before retiring in 2019, she served as Dean of Students at Fairfield Ludlowe High School in Fairfield, CT. Over the past 35 years, Susan had been actively engaged in the Monroe community, contributing to initiatives like Save Our Stepney and participating in regional activities. She is also a dedicated volunteer with Meals on Wheels in Newtown and an advocate for senior services. A long-time resident of Monroe, Susan has four generations of family living in town. Her 94-year old mother, a former active participant at the senior center, has greatly benefited from its invaluable programs and support. Inspired by this personal connection, Susan is passionate about enhancing the quality of life for seniors in our community. She is eager to bring her experience, dedication, and vision to the Commission on Aging.

This appointment fills the vacancy of Debbie Malewicki, whose term ended on July 2, 2024.

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

<p><b>RESOLUTION #24-154: RESOLVED</b>, that the Monroe Town Council hereby approves the First Selectman's appointment of <b>Susan Bannay (D)</b> to the Commission on Aging for a term ending July 2, 2027.</p>
--

Thank you.



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
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[www.monroect.gov](http://www.monroect.gov)

Date: November 21, 2024

To: Jonathan Formichella, Town Council Chair

From: Terrence P. Rooney, First Selectman *T.P.R.*

cc: William Holsworth, Director of Economic & Community Development

**Subject: Resolution Regarding the Professional Engineering Services Agreement for the Geothermal Feasibility Study**

As you know, the Town has closed on the St. Jude property and would like to have a geothermal feasibility study of the property completed. Geothermal energy can provide an alternative heating, cooling, and electricity source for the building. The geothermal feasibility study report will identify if the current mechanical and electrical systems could support a geothermal system, any limitations of the building, and summarize the feasibility of a geothermal system application.

The Town has contacted Consulting Engineering Services, Inc. to provide these services and attached is their proposal for professional engineering services. The cost of the study is \$7,500 and would be paid from the Scope & Design Development Reserve account.

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

I ask that you place the following agreement on the agenda of your next meeting:

**RESOLUTION #24-155: RESOLVED**, that Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Professional Engineering Services Agreement and any associated documents by and between Consulting Engineering Services, Inc., for the St. Jude Geothermal Feasibility Study.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

November 12, 2024

### VIA ELECTRONIC DELIVERY

Hon. Terrence P. Rooney  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion-Community Center  
Geothermal Feasibility Study Professional Engineering Agreement (“Agreement”)  
between the Town of Monroe (“Town”) and Consulting Engineering Services, Inc. (“CES”)

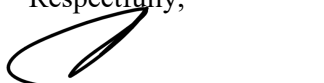
Dear First Selectman Rooney:

At your direction, I have reviewed the Agreement relative to the retention of CES by the Town for the specific purpose of performing and preparing a geothermal feasibility study for the former St. Jude School building which has been recently acquired by the Town. Upon my review, I made significant changes to the Agreement based upon the scope of the assignment and am pleased to report that CES has accepted same.

As such and pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”), I approve the Agreement as presented and recommend that it be forthwith submitted to the Town Council for approval and execution thereof pursuant to Chapter II, Section 4 of the Charter.

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

Respectfully,



Francis Lieto



October 29, 2024 (Revised November 8, 2024)

Mr. William Holsworth  
Director, Economic & Community Development  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

Re: Town of Monroe Geothermal Feasibility Study – Former St. Jude Parish Building

Dear Bill,

We are very pleased to have this opportunity to provide to you this proposal for professional engineering services. It is our understanding that the project is best described as the preparation of a geothermal feasibility study of the former St. Jude Parish School (approximately 32,500SF) located at 707 Monroe Turnpike, Monroe, CT. To complete this work, the following items shall be considered as our “Scope of Services” (hereinafter called the “Project”) and will be provided by our firm.

**SCOPE OF SERVICES -- INCLUDED**

1. Initial Investigation, Study and Report:
  - A. We will field survey the existing facility to determine the existing condition of the mechanical, plumbing, fire protection, electrical power, lighting and fire alarm systems.
  - B. We will review the existing blueprints for the existing building’s mechanical and electrical systems and determine the general accuracy of the prints.
  - C. We will prepare a feasibility report stating our findings of the building’s existing mechanical and electrical systems, and the capacity to support a geothermal system. This report will identify limitations of the building/site summarizing the feasibility of a geothermal system application.
  - D. We will prepare schematic level diagrammatic mechanical site plans showing the general direction of systemic improvements (i.e. preliminary geothermal bore field.)
  - E. We will prepare an approximate order of magnitude construction cost range for the recommended geothermal system improvements.
  - F. We will present our findings to your office.
  - G. Upon selection of the desired systems and phasing of the construction, we will provide you with a proposal to complete the necessary contract documents to implement the work.

**SCOPE OF SERVICES -- EXCLUDED**

It is our understanding that the following items, in general, are not required by us and have therefore been excluded from our “Scope of Services”. Any of these items can be added to our Scope of Services if you so desire.

1. We will not be providing engineering services or contract documents for the mechanical systems, plumbing systems, electrical systems, exterior site lighting or interior lighting systems.
2. We will not be providing engineering services or contract documents for structural, civil or environmental engineering or architectural services for the project.
3. We will not be providing engineering services or contract documents for the removal of any existing fuel oil tank, fuel oil piping, pumps and associated controls.
4. We will not be providing engineering services or preparing documentation for participation in energy efficiency rebate and incentive programs.
5. We will not be providing a life cycle cost analysis or whole building energy model.
6. We will not be providing consulting services or attending meetings for public forums such as public hearings, planning and zoning, environmental impact assessment, etc.

**SCHEDULE FOR COMPLETION OF SCOPE OF SERVICES**

We should be able to meet any reasonable schedule you may have at this time. The actual completion dates will be established based on the receipt date by this office of your acceptance of this proposal.

**FEES FOR SCOPE OF SERVICES**

To complete the Professional Services required for the Project, we propose the following lump sum fees:

- |                                 |             |
|---------------------------------|-------------|
| 1. Feasibility Study and Report | \$ 7,500.00 |
|---------------------------------|-------------|

**BILLING TERMS FOR SERVICES RENDERED**

CES, Inc. shall invoice monthly for all services rendered, as a percentage complete of overall scope. Invoices shall be generated by the end of each month, and shall be directly mailed to the accounts payable department (or other entity assigned). Invoices are due and payable upon receipt. Notwithstanding anything to the contrary herein, the total fee of \$7,500.00 shall not be exceeded without the prior approval of the Client, authorized by the First Selectman, via written change order or separate agreement.

**STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER**

Finally, we have attached to this Scope of Services our “Standard Form of Agreement Between Client and Engineer” that details specific contractual items. Please review this carefully and acknowledge your acceptance of our “Standard Form of Agreement Between Client and Engineer” by signing the last page of the document and returning one copy to our office. Once we have received the signed copy of the Standard Form of Agreement Between Client and Engineer, we will consider this to be your acceptance of this “Scope of Services” and “The Standard Form of Agreement Between Client and Engineer”. This shall constitute as our notice to proceed on the Project.

Thank-you very much for the opportunity to provide you with this proposal. In the meantime, if we can be of any assistance to you, please feel free to call.

Sincerely yours,

CONSULTING ENGINEERING SERVICES, INCORPORATED

A handwritten signature in black ink, appearing to read 'Cody J. Pereira', with a long horizontal flourish extending to the right.

Cody J. Pereira, EIT  
Team Leader

Cc: Mike Bouchard, PE

**STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER (version 2.1c)**

Consulting Engineering Services, Inc. (Identified as "CES, Inc." throughout this document) shall perform the services outlined in this agreement for the stated Fee Arrangement.

**Access to Site**

Unless otherwise stated, CES, Inc. will have access to the site for activities necessary for the performance of the services, CES, Inc. will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage, unless otherwise agreed upon.

**Fee**

The total fee, except stated lump sum, shall be understood to be an estimate, based upon Scope of Services, and shall not be exceeded without written approval of the Client.

**Billings/Payments**

Invoices will be submitted monthly for services and are due when rendered. Invoices shall be considered PAST DUE if not paid within 30 days after the invoice date and CES, Inc. may without waiving any claim or right against Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoices. A service charge will be charged at 1.5% (or the legal rate) per month on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the client shall pay cost of collection, including reasonable attorney's fees.

**Indemnifications**

To the fullest extent permitted by law, the Client shall indemnify and hold harmless CES, Inc. and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except CES, Inc.) or anyone for whose acts any of them may be liable.

**Hidden Conditions**

A condition is hidden if concealed by existing finishes or is not capable of investigation by reasonable visual observation. If CES, Inc. has reason to believe that such a condition may exist, CES, Inc. shall notify the client who may authorize and pay for all costs associated with the investigation of such a condition, and, if necessary, all costs necessary to correct said condition. If (1) the client fails to authorize such investigation or correction after due notification, or (2) CES, Inc. has no reason to believe that such a condition exists, the client is responsible for all risks associated with this condition, and shall not be responsible for the existing condition nor any resulting damages to persons or property.

**Termination of Services**

This agreement may be terminated upon 10 days written notice by either party should the other fail to perform his obligations hereunder. In the event of termination, the Client shall pay CES, Inc. for all services rendered to the date of termination.

**Ownership of Documents**

All documents produced by CES, Inc. under this agreement shall become the property of the Client.

**Applicable Law**

Unless otherwise specified, this agreement shall be governed by the laws of the state of Connecticut and any action at law in connection herewith shall be brought in the Superior Court for the Judicial District of Fairfield at Bridgeport.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
CES, INC. PRINCIPAL-IN-CHARGE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

## **STANDARD FORM OF AGREEMENT BETWEEN CLIENT AND ENGINEER (Version 2.0)**

### **SECTION 1-GENERAL**

1.1. Standard of Care: ENGINEER may employ other such Engineer's Consultants as ENGINEER deems necessary to assist in the performance or furnishing of professional engineering and related services hereunder. The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality. ENGINEER makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with ENGINEER'S services.

1.2. Definitions. Wherever used in this Agreement the following terms shall apply:

1.2.1. Additional Services. Additional Services means the services to be performed for or furnished to CLIENT by ENGINEER which go beyond the "Scope of Work" as indicated in the proposal.

1.2.2. Reimbursable Expenses. Reimbursable Expenses means the expenses incurred directly in connection with the performance or furnishing of Basic and Additional Services for the Project for which CLIENT shall pay ENGINEER.

1.2.3. The "CLIENT" in this agreement shall be that entity which the proposal is addressed to. The individual signing this contract as CLIENT warrants he/she has the authority to sign such an agreement.

1.2.4. The "ENGINEER" in this agreement shall be Consulting Engineering Services, Incorporated.

1.2.5. The "PROJECT DESCRIPTION" is outlined in the scope of work sections within the Proposal.

1.3. Corporate Protection: It is intended by the parties to this agreement that the ENGINEER's services in connection with the project shall not subject the ENGINEER's individual employees, officers, shareholders 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 the ENGINEER, a Connecticut corporation, and not against any of the ENGINEER's employees, officers, shareholders or directors.

### **SECTION 2-BASIC SERVICES OF ENGINEER**

2.1 See Proposal under "Scope of Work" for basic services which are to be provided.

2.2. Construction Phase. When included in the Scope of Work, the following will apply:

2.2.1. General Administration of Construction Contract. ENGINEER shall consult with and advise CLIENT and act as CLIENT's representative. The engineer of record is responsible for review of shop drawings and observing the work during construction. If the CLIENT does not engage the ENGINEER for such services during construction, it is agreed that the CLIENT thereby releases/indemnifies and holds the ENGINEER harmless from any claims arising from the design and construction.

2.2.2. Visits to Site and Observation of Construction.

2.2.2.1. ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction as ENGINEER deems necessary in order to view the work in progress. Involved detailed inspections of the work is beyond the responsibilities specifically assigned to ENGINEER in this Agreement, but rather are to be limited to spot checking, selective sampling and similar methods of general observation of the work based on Engineer's exercise of professional judgment.

2.2.2.2. Shop Drawings. ENGINEER shall review and approve (or take other appropriate action in respect of) Shop Drawings, Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

2.2.2.3. Limitation of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization performing or furnishing any of the work.

### **SECTION 3-ADDITIONAL SERVICES OF ENGINEER**

3.1. Additional Services Requiring Authorization in Advance. If authorized in writing by CLIENT, ENGINEER shall furnish or obtain from others Additional Services of the types listed in this section, inclusive, as amended and supplemented as indicated. These services are not included as part of Scope of Work except to the extent stated. These services will be paid for by CLIENT as indicated in Section 6.

3.1.1. If additional services are required and thus requested by the ENGINEER to the CLIENT resulting from significant changes in the scope, extent or character of the portions of the Project designed or specified by ENGINEER or its design requirements including, but not limited to, changes in size, complexity, CLIENT's schedule, character of construction or method of financing; and revising previously accepted studies, reports, Drawings, Specifications or Contract Documents. Such revisions may also be required and billed to the CLIENT as additional services when there are enacted changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, drawings, specifications, or Contract Documents, or due to any other cause beyond ENGINEER's control.

3.1.2. Preparing to serve or serving as a consultant or witness for CLIENT in any litigation, arbitration or other legal or administrative proceeding involving the project.

3.1.3. Prepare a set of reproducible record drawings known as "As-Built" showing record information. ENGINEER will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the record drawings or other record documents.

### **SECTION 4-CLIENT'S RESPONSIBILITIES**

Except as otherwise noted, CLIENT shall do the following in a timely manner so as not to delay the services of ENGINEER and shall bear all costs incident thereto:

- 4.1. Provide all criteria as to requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CLIENT will require to be included in the Drawings and Specifications.
- 4.2. Give prompt written notice to ENGINEER whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of Engineer's services, or any defect or non-conformance in Engineer's services or in the work of any Contractor.

**SECTION 5-TIMES FOR RENDERING SERVICES**

5.1. Engineer's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the Construction Phase.

**SECTION 6-PAYMENTS TO ENGINEER FOR SERVICES AND Reimbursable EXPENSES**

- 6.1. Methods of Payment for Services and Expenses of ENGINEER.
  - 6.1.1. For Services as described in the "Scope of Work" the CLIENT shall pay ENGINEER for Services performed or furnished.
  - 6.1.2. For Additional Services the CLIENT shall pay ENGINEER for Additional Services on an hourly rate basis in accordance with the hourly rate schedule listed below.
  - 6.1.3. Where compensation is based on an hourly rate, the ENGINEER current hourly rates are as follows:

<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>	<u>Description of Position</u>	<u>Hourly Rates For Services Rendered</u>
Principal-In-Charge	\$300/hr	Senior Engineering Designer	\$175/hr
Associate/Team Leader	\$275/hr	Engineering Designer	\$155/hr
Project Manager	\$250/hr	Technician	\$135/hr
Senior Engineer	\$225/hr	Clerical/Secretarial	\$105/hr
Engineer	\$200/hr		

- 6.2. Invoices.
  - 6.2.1. Preparation of Invoices. Invoices for Basic and Additional Services will be prepared in accordance with ENGINEER'S standard invoicing practices and will be submitted to CLIENT by ENGINEER at least monthly.
  - 6.2.2. Preparations of Invoices for Lump Sum Contracts: The portion of the amount billed for Engineer's services which is on account of the Lump Sum will be based upon Engineer's estimate of the proportion of the total services actually completed at the time of billing. The portion related to services rendered on a Salary Cost basis will be billed based on the Salary Cost (multiplied by a factor, if any, as stated above) incurred at the time of billing.
  - 6.2.3. Preparation of Invoices for the Hourly Rate Cost Contract. The amount billed for Engineer's services will be based on the billing hourly rate, incurred at the time of billing.
  - 6.2.4. Unpaid Invoices. If CLIENT fails to make any payment due to the ENGINEER for services and expenses within thirty days after receipt of Engineer's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days written notice to CLIENT, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. In the event a lawsuit is filed to enforce any provision of this agreement, reimbursement of all court costs & reasonable attorney's fees will be payable to the prevailing party..

**SECTION 7-OPINIONS OF COST**

7.1. Opinion of Probable Order of Magnitude Construction Cost.

Engineer's opinions of probable Construction Cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, ENGINEER cannot and does not guarantee that proposals, bids or actual Construction Costs will not vary from Opinions of Probable Order of Magnitude Construction Cost prepared by ENGINEER.

**SECTION 8-GENERAL CONSIDERATIONS**

8.1 Reuse of Documents.

All documents including Drawings and Specifications provided or furnished by ENGINEER (or Engineer's Consultants) pursuant to this Agreement are instruments of service in respect of the Project, and ENGINEER and Engineer's Consultants, as appropriate, shall retain property interest therein (including the right of reuse by and at the discretion of ENGINEER and Engineer's Consultants, as appropriate) whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by ENGINEER and Engineer's Consultants, as appropriate, for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to ENGINEER, or to Engineer's Consultants, and CLIENT shall indemnify and hold harmless ENGINEER and Engineer's Consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CLIENT and ENGINEER.

8.2 Insurance.

8.2.1. ENGINEER shall procure and maintain insurance, for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting there from.

8.3 Indemnifications

To the fullest extent permitted by law, the Client shall indemnify and hold harmless Consulting Engineering Services, Incorporated and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is caused by the negligent act or omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Consulting Engineering Services, Incorporated) or anyone for whose acts any of them may be liable.

8.4 Controlling Law.

This Agreement is to be governed by the laws of the state of Connecticut and any action at law in connection herewith shall be brought in the Superior Court for the Judicial District of Fairfield at Bridgeport.

8.5 Dispute Resolution.

The CLIENT and ENGINEER agree to negotiate any claim, dispute or other matter in question arising out of or related to this agreement in good faith for a period of thirty days.

8.6 Limitation of Engineer's Liability

8.6.1 Agreement Not to Claim for Cost of Certain Change Orders

CLIENT recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications and other design documentation furnished by ENGINEER or in the other professional services performed or furnished by ENGINEER under this Agreement whether caused by professional negligence or by imperfections that are within professional standards ("Covered Change Orders"). Accordingly, CLIENT agrees not to sue and otherwise to make no claim directly or indirectly against ENGINEER on the basis of professional negligence, breach of contract or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed 15% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of ENGINEER for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that CLIENT would have incurred if the Covered Change Order work

had been included originally in the Contract Documents without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Drawings, Specifications and other design documents furnished by ENGINEER or in Engineer's other professional services related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if ENGINEER is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order.

8.7 Jobsite safety clause

Neither the professional activities of the ENGINEER, nor the presence of the ENGINEER, or the ENGINEER's employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordination all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The ENGINEER and the ENGINEER's personnel have no authority to exercise any control over any construction contractor or their entity or their employees in connection with their work or any health or safety precautions. The client agrees that the General Contractor is solely responsible for jobsite safety, and warrants that this intent shall be made evident in the Client's agreement with the General Contractor. The Client also agrees that the Client, the ENGINEER and the ENGINEER's consultants shall be indemnified and shall be made additional insured's under the General Contractors general liability insurance policy.

8.8 Severability

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

**SECTION 9-TERMINATION OR SUSPENSION**

9.1 If the client fails to make payments to the ENGINEER in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ENGINEER's option, cause for suspension of performance of services under this Agreement. If the ENGINEER elects to suspend services, prior to suspension of services, the ENGINEER shall give seven days written notice to the Client. In the event of a suspension of services, the ENGINEER shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the ENGINEER shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the ENGINEER's services. The ENGINEER's fees for the remaining services and the time schedules shall be equitably adjusted.

9.2 If the Project is suspended for more than 90 consecutive days by either party, the ENGINEER may terminate this Agreement by giving not less than seven days' written notice.

9.3 In the event of termination not the fault of the ENGINEER, the ENGINEER shall be compensated for services performed prior to termination.

\_\_\_\_\_  
CLIENT

\_\_\_\_\_  
CES, INC. PRINCIPAL-IN-CHARGE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Date: November 21, 2024

To: Jonathan Formichella, Town Council Chair

From: Terrence P. Rooney, First Selectman *T.P.R.*

cc: Kurt Anderson, General Manager, WMNR

**Subject: Resolution Regarding WMNR Corporation for Public Broadcasting Grant**

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Once again, WMNR is able to benefit from an annual grant from the Corporation for Public Broadcasting (CPB). The grant for 2025 is for \$102,828, which goes directly for the operation of WMNR, is not a matching grant, and is relatively unrestricted. Only \$24,023 will be required to be spent on the purchase or production of nationally syndicated programs. The station spends at least this amount on national overnight and early morning classical music programs.

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

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

**RESOLUTION #24-156: RESOLVED**, that the 2025 Radio Community Service Grant Agreement and Certification of Eligibility dated October 1, 2024, by and between the Corporation for the Public Broadcasting (CPB) and the Town of Monroe and WMNR-FM are hereby approved and that Terrence P. Rooney, First Selectman and Kurt Anderson, General Manager of WMNR- FM are authorized to execute the agreement on behalf of the Town of Monroe as Licensee and WMNR-FM as Grantee, respectively.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

November 12, 2024

### **VIA ELECTRONIC DELIVERY**

Hon. Terrence P. Rooney  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion-WMNR  
FY2025 Radio Community Service Grant from Corporation for Public Broadcasting (“Grant”)  
between the Town of Monroe (“Town”) and  
Corporation for Public Broadcasting (“CPB”) (“Agreement”)

Dear First Selectman Rooney:

At your direction, I have reviewed the annual Grant from CPB for the benefit of WMNR regarding the provision of annual grant funding to the radio station for fiscal year 2025. As you and the Town Council are by now familiar, this annual Grant provides WMNR with much of its required fiscal year operational funds. The total grant funding this year is \$102,828. As has historically been the case, the Grant requires dual execution, by both WMNR General Manager Kurt Anderson, as the “head of grantee” and the First Selectman as “licensee official”.

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

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

Respectfully,

Francis Lieto

# WMNR

## *Fine Arts Radio*

TO: Terry Rooney, First Selectman  
FROM: Kurt Anderson, WMNR General Manager  
DATE: November 5, 2024

RE: WMNR's grant from the Corporation for Public Broadcasting

Each year the government gives the Corporation for Public Broadcasting roughly \$535 million for Public Radio and TV operating grants. The Public Radio grantees then receive about \$100 million which is distributed to around 400 grantees who operate approximately 1,200 stations. WMNR has received a yearly operating grant from the Corporation for Public Broadcasting since 1993.

I would like to recommend approval of this WMNR grant from the Corporation for Public Broadcasting. The grant application was released on November 4, 2024 for \$102,828.

This grant is for the ongoing operation of WMNR and is not a matching grant. It is largely an unrestricted grant with only \$24,023 to be spent on the purchase or production of nationally distributed programs. We spend this on purchasing and producing classical music programs for overnight and early morning broadcast on WMNR.

The grant can be spent in a two-year period but we always spend it in the same fiscal year as it is received. The accounting for this grant is noted in the specific WMNR audit that gets done each year by CPA's from Accavallo & Company of Shelton. A copy can be found on our web site at [wmnr.org](http://wmnr.org).

By receiving this grant we are required to follow a number of Corporation for Public Broadcasting's requirements. These include transparency so WMNR posts on our web site our annual financial audit, our CPB financial report, the Town Council members, the WMNR Commission members and their meeting dates and our annual CPB Diversity Statement.

The grant also requires that WMNR must have all its management, employees and interns complete harassment prevention training which has been done.

A copy of the grant is attached. After the Town Council approves the grant I will then sign it and forward it to you for electronic signature and then forwarding to CPB.

Thank you for your time and assistance with this request.

KURT ANDERSON

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

Current Grantee View:

**WMNR-FM**

## 2025 Radio Community Service Grant Agreement and Certification of Eligibility

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

By this agreement (the Agreement), dated October 1, 2024, by and between the Corporation for Public Broadcasting (CPB) and the Licensee and Grantee named in Section I below (collectively Grantee), CPB and Grantee, in consideration of the mutual covenants herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, hereby agree as follows:

### I. Licensee/Grantee Information

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

### II. Grant Offer, Acceptance and Conditions

- A. Grant Offer and Acceptance:** CPB offers, and Grantee accepts the grants (Grant(s)) set forth in Section III below, subject to all the terms and conditions herein and subject to Grantee's certification that it complies with requirements described in Sections IV and V below. CPB has calculated and offered the Grants in reliance and contingent upon the accuracy of the following:
- The representations and warranties made by Grantee to qualify for and receive the Grants.
  - Grantee's FY 2023 audited financial statements (or unaudited if permitted by CPB) and its Annual Financial Report (AFR) or Annual Financial Summary Report (FSR), whichever is applicable.
- B. Conditions:** In addition to the terms and conditions stated herein, this Agreement incorporates by reference and Grantee must fully comply with the Communications Act of 1934, 47 U.S.C. § 396, et seq. ([Communications Act or Act](#)); CPB's Radio Community Service Grant General Provisions and Eligibility Criteria ([General Provisions](#)), the Financial Reporting Guidelines, and the Application of Principles of Accounting and Financial Reporting Applicable to Public Telecommunications Entities. These documents are incorporated herein by reference as if fully set forth herein.
- C. Grant Adjustments:** Grantee acknowledges that the only source of funding for the Grants is the appropriation to CPB by the United States Congress, and that the Grants are, therefore, contingent upon CPB receiving its FY 2025 federal appropriation in the amount of **\$535,000,000**. In the event reductions occur in the amount of the FY 2025 appropriation, which is allocated to such Grants, whether by rescission or otherwise and whether before or after Grant funds are paid to Grantee, the Grants shall be recalculated based on the revised appropriation and reduced accordingly. CPB will notify Grantee of the amount of any such reduction, and Grantee agrees to promptly return the amount to CPB. CPB may, at its sole discretion, elect to recover all or part of such funds immediately or by reducing future payments that may be due Grantee under this or any other CPB grant program. Grantee hereby agrees to any adjustments to its Grants as determined solely by CPB. The FY 2025 Grants will also include the one percent of the appropriation that was reserved in FY 2024.
- D. Indemnification by Grantee:** Unless Grantee is a governmental entity prohibited by applicable state law from providing indemnification, Grantee agrees to indemnify and hold harmless CPB, its directors, officers, agents, and employees, from and against any and all liabilities (including attorneys' fees) arising out of Grantee's use of the Grant(s), and any breach by Grantee of any term of the Agreement, or the General Provisions.
- E. Representations and Warranties:** Grantee represents and warrants:

1. That the information Grantee provided in this Agreement is true and accurate;
2. That Grantee shall promptly notify CPB, at [csg@cpb.org](mailto:csg@cpb.org), of its failure to comply with any of the requirements set forth in this Agreement and in the General Provisions, and of any changes to or inaccuracies in its Communications Act Compliance, as set forth in Section IV, below;
3. That Grantee shall comply with all the terms and conditions herein and in the General Provisions; and
4. That all funds Grantee received pursuant to the FY 2023 General Provisions were expended during the period beginning October 1, 2022 and ending September 30, 2024; and, if not, the unexpended funds were returned to CPB.

**III. Grant Amounts and Spending Period**

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

**Community Service Grant (CSG), Rural Support Grant (RSG)                      CAP Category: 5**  
**Spending Period: 10/01/2024 - 09/30/2026**

Grant	CSG	RSG
<b>Final Amount</b>	<b>\$102,828</b>	<b>\$0</b>

<b>Radio CSG Amount (Unrestricted):</b>	<b>\$74,221</b>	<b>Percent:</b>	<b>72.18%</b>
<b>Radio CSG Amount (Restricted):</b>	<b>\$28,607</b>	<b>Percent:</b>	<b>27.82%</b>
<b>Radio CSG Amount Total:</b>	<b>\$102,828</b>	<b>Percent:</b>	<b>100%</b>

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

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

**IV. Communications Act Compliance**

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

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

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

C. **Open Financial Records**

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

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

Does Grantee comply with these requirements?

D. **Community Advisory Board**

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

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

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

If yes, does the CAB advise the governing body of Grantee's station on whether its programming and policies meet the specialized educational and cultural needs of the communities served by the station, and make recommendations that it deems appropriate to meet such needs? If yes, please answer the following questions. If no, please proceed to question IV.E.

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

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

(500 characters)

E. **CPB Employment Statistical Report**

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

**Yes No Question**

Does Grantee comply with each of these requirements?

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

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

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

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

**F. Donor Information**

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

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

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

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

(500 characters)

**V. Selected General Provisions Requirements**

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

**Yes No Question**

**A. Annual Harassment and Bias Prevention Training Requirement**

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

Does Grantee comply with these requirements?

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

     Does Grantee comply with this requirement?

- C.   **Website Postings Required**

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

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

     Does Grantee comply with these requirements?

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

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

     Does Grantee comply with these requirements?

- D.   **Discrete Accounting**

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

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

Code CSG Unrestricted Revenues:

Code CSG Restricted Revenues:

Code CSG Unrestricted Expenses:

Code CSG Restricted Expenses:

## VI. Signatures

### CORPORATION FOR PUBLIC BROADCASTING

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



October 1, 2024

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

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

Have you reviewed the Radio CSG Agreement?  Yes  No

Save



# TOWN OF MONROE

## OFFICE OF THE FIRST SELECTMAN

7 Fan Hill Road  
Monroe, CT 06468  
Phone: 203-452-2821  
[www.monroect.gov](http://www.monroect.gov)

Date: November 21, 2024

To: Jonathan Formichella, Town Council Chair

From: Terrence P. Rooney, First Selectman *T.P.R.*

cc: Nicole Cignoli, Library Director

**Subject: Resolution Regarding the WhoFi Room Management Software Agreement**

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The Edith Wheeler Memorial Library would like to utilize WhoFi for the Library's room and meeting space management and reservation system. The current provider sunset services effective October 31, 2024. WhoFi had comparable costs and services and offered room management services free until December 31, 2024.

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

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

**RESOLUTION #24-157: RESOLVED**, Terrence P. Rooney, First Selectman of the Town of Monroe, is authorized to execute and deliver on behalf of the Town of Monroe, the Room Management Software Agreement and any associated documents by and between 1030 LLC dba WhoFi, for the Edith Wheeler Memorial Library room management system.

Thank you.



# TOWN OF MONROE

## OFFICE OF THE TOWN ATTORNEY

7 Fan Hill Road  
Monroe, CT 06468  
Mobile: 203-331-2597  
[www.monroect.org](http://www.monroect.org)

Francis Lieto  
Town Attorney  
[flieto@monroect.org](mailto:flieto@monroect.org)

November 12, 2024

### VIA ELECTRONIC DELIVERY

Hon. Terrence P. Rooney  
First Selectman  
Town of Monroe  
7 Fan Hill Road  
Monroe, CT 06468

RE: Letter of Opinion-Edith Wheeler Memorial Library  
Room Management Software Agreement (“Agreement”) by and between the Town of Monroe (“Town”) and  
1030 LLC dba WhoFi (“WhoFi”)


Dear First Selectman Rooney:

At your direction, I have reviewed the Agreement by and between the Town and WhoFi for the provision and use of room management software for the Edith Wheeler Memorial Library.

Based upon the scope and nature of the services to be provided, I hereby approve the Agreement pursuant to Chapter V, Section 14 of the Town of Monroe Charter (“Charter”) and further recommend that it be forthwith submitted to the Town Council for approval and authorization of your execution thereof pursuant to Chapter II, Section 4 of the Charter.

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

Respectfully,

  
Francis Lieto

**(WhoFi – US)**

This License Contract (the "**Contract**") is entered into by and between **IO30 LLC dba WhoFi** ("**WhoFi**") and the undersigned entity designated as "Customer" (the "**Customer**") as of the date the contract is executed by the parties below ( the "**Execution Date**").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. Definitions.** In addition to the terms defined in the body of the Contract, the following terms have the following meanings:

"**Customer Services**" are the professional services provided by WhoFi related to the implementation and operation of the Service which Customer may purchase in accordance with Schedule B.

"**Documentation**" means the manuals and other training and instructional materials, in printed or electronic format, provided by WhoFi to Customer under this Contract.

"**Hardware**" means the third-party hardware or equipment that Customer may purchase in accordance with Schedule C.

"**Order Forms**" means the ordering documents from Customer's purchases from WhoFi that are executed by the parties from time to time. Order Forms shall be deemed incorporated herein.

"**Software**" means WhoFi downloadable software modules identified in Schedule A. The term Software also includes all corrections, upgrades and new releases of the Software produced by WhoFi from time to time during the term of this Contract.

"**Support**" or "**Maintenance**" means the purchased annual support and maintenance services provided by WhoFi with respect to the Software or Website, in accordance with Section 8.

"**Supported Facility**" means a Customer's facility that is serviced by the Software and is listed in Schedule A.

"**Third-Party Software**" means the third party software or hardware that Customer may purchase from WhoFi in accordance with Schedule C.

"**User**" means the Software may be installed for use by a single named user defined by the User's login name. Only the designated named User may use or otherwise run the Software. Customer may have multiple Users accessing the Software concurrently ("**Concurrent Users**") in accordance with the limits provided in Schedule A.

"**Website**" means the WhoFi Online Website identified in Schedule A. The term Service also includes all corrections, upgrades and new releases to the Website produced by WhoFi from time to time during the term of this Contract.

**2. License Grant.**

**2.1 Customer.** Subject to the terms and conditions set forth herein, WhoFi hereby grants Customer a non-transferable, non-exclusive License, to run the Software and login to the Website for the benefit of the Supported Facilities listed in Schedule A, together with Documentation during the License Term (the "**License**").

**3. Delivery of the Software and Website.**

**3.1** WhoFi shall make the downloadable software available on a website for the Customer to download and install across their multiple networks.

3.2 Unless otherwise specified in Schedule A, Customer shall be responsible for the installation of the Software.

#### 4. Use Guidelines

4.1 The License purchased by Customer entitles solely the Customer's business unit approved by WhoFi to run the Software and connect to the Website for the benefit of the Supported Facilities. Customer shall not be allowed to connect the Software to the Website to serve non-authorized facilities without prior written authorization from WhoFi. Additional fees may apply if Customer desires to connect the Software to the Website to serve non-authorized facilities. If Customer is unable to operate the Software at the Supported Facilities due to an equipment malfunction, the license to use the Software and Website may be transferred temporarily to other locations during the period of equipment malfunction for testing purposes.

4.2 The Customer shall use the Software and the Website for internal purposes only as contemplated by the Contract and shall not: (i) attempt to probe, scan or test the vulnerability of the Software or the Website or breach the security or authentication measures without proper authorization; (ii) willfully render any part of the Software or Website unusable; (iii) lease, distribute, license, sell or otherwise commercially exploit the Software or Website or make the Website available to a third party other than as contemplated in this Contract; (iv) use the Software in violation of this Contract and/or the Documentation.

4.3 Customer shall not use ship, transfer or otherwise export the Software to any territories or countries with export restrictions nor may Customer access the Website from such territories.

#### 5. Third-Party Software and Hardware

5.1 As part of the use of the Software and Website, WhoFi may make available to Customer Third-Party Software or Hardware which interoperates with or are used in connection with the Software. Customer recognizes that Customer is not obligated to purchase or use the Third-Party Software and/or the Hardware but that in the event Customer does, some of these third-party providers may require Customer's Contract to additional or different license terms and/or Contracts prior to Customer's use of or access to such software or hardware. WhoFi makes no warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for any particular purpose, regarding any such Third-Party Software, Hardware or any of these third-party providers, their products or services, whether or not such products or services are designated by WhoFi as "compatible". Any interaction between Customer and a third-party provider, and any purchase by Customer of any Third-Party Software or Hardware offered by such third-party provider is solely between Customer and such third-party provider. WhoFi is not an agent nor does it endorse any of the Third-Party Software or Hardware. WhoFi shall not be responsible for any defects or failures of Third-Party Software or Hardware. Customer agrees that the sole remedy for any defects, losses, damages, or failures of the Third-Party Software and/or Hardware shall be against the provider, licensor and/or manufacturer of the Third-Party Software and/or Hardware.

5.2 Any fees related to orders for Third-Party Software and/or Hardware under this Contract, if any, shall be listed separately in Schedules C and D.

5.3 All purchases of Third-Party Hardware under this Contract are final and not subject to being returned. WhoFi will not provide refunds to Customers based on the purchase of Third-Party Hardware under any circumstances.

#### 6. Confidentiality Provisions

6.1 **Definition of Confidential Information.** As used herein, "**Confidential Information**" means all confidential information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**") that is designated as confidential as well as the Documentation and the terms and conditions of this Contract. Confidential Information shall not include information which: (a) is known publicly; (b) is generally known in the industry before disclosure; (c) has

become known publicly, without fault of the Receiving Party, subsequent to disclosure by the Disclosing Party; or (d) has been otherwise lawfully known or received by the Receiving Party.

**6.2 Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Contract, except with the Disclosing Party's prior written permission.

**6.3 Protection.** The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own (at all times exercising at least a reasonable degree of care in the protection of Confidential Information).

**6.4 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**6.5 Injunctive Relief.** The Receiving Party agrees that monetary damages for breach of confidentiality hereunder may not be adequate and that, if necessary, the Disclosing Party shall be further entitled to injunctive relief.

## 7. Fees and Taxes

**7.1 Fees.** The Customer shall pay to WhoFi all of the fees specified and agreed to in the Order Forms. Except as otherwise provided in the Order Form, all fees are quoted in United States currency; payment obligations are non-cancellable; and fees are non-refundable.

**7.2 Invoicing and Payment.** License fees, Customer Service fees and Support fees shall be invoiced in accordance with the terms of their respective Order Forms. If Customer wishes to purchase additional Support, Hardware, Third-Party Software and/or Customer Services after the **Execution Date** hereof, the parties will issue a new Order Form, which shall be deemed incorporated hereto and additional fees may be required. Unless otherwise stated in the Order Form, fees are due within thirty (30) days of the date of the invoice. When any fee is generated under this Contract based on an automatic renewal, WhoFi will provide with an invoice documenting the fee that has automatically been charged to Customer's account.

**7.3 Overdue Payments.** Any payment not received from the Customer by the due date shall accrue (except with respect to charges then under reasonable and good faith dispute), at the lower of 1.5% or the maximum rate permitted by law of the outstanding balance per month from the date such payment is due until the date paid.

**7.4 Taxes.** The Customer shall be responsible for all sales, use, value added, withholding or other taxes or duties, payable with respect to its purchases hereunder, other than WhoFi income taxes. If WhoFi pays any such taxes on the Customer's behalf, the Customer agrees to reimburse WhoFi for such payment unless the Customer provides WhoFi with a valid exemption certificate authorized by the appropriate taxing authority.

**7.5 Expenses.** If WhoFi is required to incur in additional costs or expenses in providing Support to the Customer, WhoFi shall first notify Customer.

## 8. Support

**8.1** WhoFi shall provide Customer with commercially reasonable programming corrections, system support services, and telephone/web support for the Software and Website as stated below. Support may also be referred to as "Maintenance".

**8.2** WhoFi will continue to provide support to Software and Website while Customer is within the License Term under this Contract. If Customer's License is terminated or is not renewed, Support shall not be provided.

**8.3** Support shall run concurrently with the then-current version of the Software and Website. WhoFi shall not be obligated to provide Customer with Support for any prior release of the Software that is older than 12 months.

**8.4** WhoFi shall be available to provide Customer with Support from 9:00 a.m. to 5:00 p.m. (CST), Monday through Friday, excluding U.S. Federal Holidays. Telephone/web support does not include training and education or additional expenses requested by Customer. Customer Services such as training and education services are available for a fee as stated in Schedule B.

**8.5** WhoFi shall have no obligation to provide Support where problems arise from: (i) any modifications to the Software carried out by anyone other than WhoFi; (ii) use of Software or hardware not expressly approved by WhoFi ; (iii) any failure to implement in a timely fashion any Software remedy or workaround that WhoFi has provided Customer; (iv) any electrical or other environmental work external to the Software or the recovery or reconstruction of any lost or spoiled data or software; (vi) any failure to provide a clean or suitable operating environment; (vii) any damage caused by or related to Customer's negligence or malice.

**8.6** Customer acknowledges that WhoFi is relying on the active cooperation of Customer in order to provide Support. As a result, the accuracy and provision of the Support is dependent upon the accuracy and completeness of the information furnished by Customer. Any delays due to Customer's failure to provide WhoFi with information related to any problems may result in delays in providing the Support.

## **9. Warranties and Disclaimers**

**9.1 Authority to enter into this Contract.** Each party represents and warrants that it has the legal power to enter into this Contract.

**9.2** Customer's claims under the above limited warranty must be made in writing within ninety (90) days of the claimed failure to perform. WhoFi shall take commercially reasonable steps to correct the failure to perform or shall, at its discretion, provide Customer with a new release of the Software. Customer must fully cooperate with WhoFi in locating the failure or defect and its cause. WhoFi 's sole liability and Customer's exclusive remedy under the above warranty shall be the correction of any part of the Software that is in breach of this warranty. WhoFi does not otherwise warrant, expressly or impliedly, the results, performance or quality of the Software or Website.

**9.3 Customer Services Warranty.** WhoFi warrants that the Customer Services shall be performed by qualified personnel in a professional manner. WhoFi 's sole liability and Customer's exclusive remedy under this warranty shall be the correction of any part of the Customer Services that are in breach of this warranty. WhoFi does not otherwise warrant, expressly or impliedly, the results, performance or quality of the Customer Services rendered under this Contract.

**9.4** WITH THE EXCEPTION OF THE WARRANTY EXPRESSLY PROVIDED IN THIS SECTION 9, WhoFi DISCLAIMS WARRANTIES, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE HARDWARE AND THIRD-PARTY SOFTWARE ARE BEING PROVIDED TO THE CUSTOMER SOLELY ON AN "AS IS" BASIS, WITH NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND OR NATURE WHATSOEVER. WhoFi does not warrant that the Software or Website will meet the Customer's requirements or that the operation of the Software or Website will be uninterrupted or error-free. Further, WhoFi does not warrant that all errors in the Software or Website can or will be corrected.

**9.5 Customer's Warranty.** Customer warrants that it is aware of, and will comply with, all applicable federal, state, or other laws with regard to, access to, or use of, Software or Website, or other products to which access is provided by WhoFi.

## **10. Proprietary Rights.**

**10.1 Proprietary Rights.** The Software and all intellectual property rights therein and all intellectual property rights relating to the Documentation and the provision of the Customer Services and the Support are owned or licensed by WhoFi. Except for the License granted herein, nothing in this Contract gives the Customer any right, title or interest to the Software, the Documentation, the Customer Services, or the Support. Customer hereby grants WhoFi a perpetual non-exclusive license to use for its own purposes the data provided by Customer to WhoFi in connection with the Software, other than personally identifiable information that may be considered private or sensitive. Such data may be used by WhoFi for industry reports in the aggregate or in statistical form only without disclosure of Customer's Confidential Information.

**10.2 Restrictions.** Customer shall not: (i) modify, translate, or create derivative works based on the Software; (ii) frame or mirror any content contained or accessible in the Software, (iii) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software; (iv) or use the Software or Website in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or graphics of the Software and/or the Documentation.

## 11. Term and Termination.

**11.1 Term of the License.** Subject to Customer's payment of the fees and strict compliance with all of the terms of this Contract, the License granted hereunder shall commence on the **Execution Date** and continue for a period of 12 months, unless the License is terminated sooner under Section 11.3 below (the "**License Term**"). The **License Term** shall automatically renew for periods of 12 months at the fees in effect at the time of the renewal unless either party gives the other written notice of non-renewal at least thirty (30) days prior to the end of the relevant **License Term**.

**11.2 Provision of Support.** Provision of Support shall commence on the beginning of the **License Term** and continue for the duration of the **License Term**, including renewals, unless the License is terminated sooner under Section 11.3 below.

**11.3 Termination of the License.** The License may only be terminated by either party for cause upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; Failure to pay all of the fees required under this Contract when due is considered a "material breach".

**11.4 Outstanding Fees.** Termination of the License or Support shall not relieve Customer of the obligation to pay WhoFi the fees agreed in the Order Form.

**11.5 Effects of Termination.** Upon termination of the License for any reason, all of the rights granted to Customer in this Contract shall cease to exist. Customer shall promptly discontinue the use of the Website and Uninstall Software.

**11.6 Surviving provisions.** Those provisions that by their nature should survive termination of the License or the Support, will survive the expiration or termination of this Contract

## 12. Limitation of Liability.

**12.1** IN NO EVENT SHALL A PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, LOST PROFITS OR REVENUE. EXCEPT FOR AMOUNTS PROPERLY PAYABLE HEREUNDER, A PARTY'S AGGREGATE LIABILITY FOR DAMAGES HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE IN WHICH THE CAUSE OF ACTION AROSE.

**12.2** Because some states and jurisdictions do not allow limitation of liability in certain instances, portions of the above limitation set forth in this section may not apply.

**12.3** No action against either party arising out of this Contract may be brought by the other party more than one year after the cause of action has arisen.

### **13. WhoFi Indemnification.**

**13.1** WhoFi may indemnify and hold harmless the Customer against any loss, damage or cost (including reasonable attorney's fees) incurred in connection with claims, demands, suits or proceedings ("**Claims**") made or brought against Customer by a third party alleging that the use of the Software or Website, as contemplated hereunder, infringes the intellectual property rights of a third party. Prior to WhoFi's obligation being activated, Customer will provide WhoFi with written notice of the claim, demand, suit or proceeding in which claim of infringement is being made and all related documents.

**13.2** Notwithstanding the foregoing if WhoFi reasonably believes that the Customer's use of any portion of the Software, Website, and/or Support is likely to be enjoined by reason of a Claim of infringement, violation or misappropriation of any third party's intellectual property rights then WhoFi may, at its expense: (i) procure for the Customer the right to continue using the Software, Website, or Support; (ii) replace the same with, in WhoFi's sole judgment and discretion, other software, services or other material of equivalent functions and efficiency that is not subject to an action of infringement; or (iii) modify the applicable software, website, support services or other material so that there is no longer any infringement or breach. To the extent that WhoFi completes one of three options contained in this sub-section, it shall have no further obligation or liability to Customer.

**13.3** WhoFi shall have no liability respecting any Claim of infringement or breach as aforesaid to the extent such Claim is based upon the combination, operation or use of the Software or support with other equipment, hardware or software not supplied by WhoFi or in a manner not consistent with WhoFi's instructions.

### **14. Indemnification**

**14.1 Customer Indemnification.** Customer agrees to indemnify, defend and hold WhoFi harmless, at Customer's expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against WhoFi (and its officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with WhoFi to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the License by Customer; (b) Customer's noncompliance with or breach of this Contract, (c) Customer's use of Third-Party Products, or (d) the unauthorized use of the License by any other person using Customer's User information. WhoFi will notify Customer in writing within thirty (30) days of our becoming aware of any such claim; give Customer sole control of the defense or settlement of such a claim; and provide Customer (at your expense) with any and all information and assistance reasonably requested by Customer to handle the defense or settlement of the claim. Customer shall not accept any settlement that (i) imposes an obligation on WhoFi; (ii) requires WhoFi to admit liability; or (iii) imposes liability not covered by these indemnifications or places restrictions on WhoFi without WhoFi prior written consent.

### **15. General Provisions.**

**15.1 Entire Contract** This Contract, inclusive of the Schedules, Order Forms and any amendments or additions thereto, constitutes the entire Contract and sets forth the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior Contracts and discussions with respect thereto. In the event of an inconsistency between the terms and conditions of this Contract and the Schedules now or hereafter appended hereto, the terms of the Schedules shall govern.

**15.2 Relationship of Customer and WhoFi.** The parties are independent contractors. This Contract does not create a joint venture or partnership between the parties; no party is by virtue of this Contract authorized as an agent, employee or representative of the other party.

**15.3 Modifications and Waiver.** No modification of, amendment or addition to this Contract is valid or binding unless set forth in writing and fully executed by both parties hereto. Any waiver of any right or remedy under this Contract must be in writing and signed by each party. No delay in exercising any right or remedy shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a waiver of any right or remedy on any future occasion.

**15.4 Assignment.** Customer may not assign, license, sub-license, or otherwise transfer this Contract or any rights under this Contract, whether voluntarily or by operation of law, without the express prior written consent of WhoFi. Without limiting the scope of the previous sentence; any sale or transfer of assets, stock, or any interest in customer, along with any merger, consolidation, restructuring, or other business reorganization, shall be considered a transfer covered by the previous sentence. WhoFi may, in its sole discretion, require that Customer pay an additional license fee as a condition of obtaining our consent to any such transfer.

**15.5 Governing Law.** The rights and obligations of the parties and all interpretations and performance of this Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma, USA, without regard to conflicts of laws principles. The parties agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply to this Contract. The parties irrevocably and unconditionally agree to the exclusive jurisdiction of the courts of the State of Oklahoma. Moreover, the parties agree that any actions arising out of or relating to this Contract shall be brought only in the Oklahoma County District Court in Oklahoma City, Oklahoma or the United State District Court for the Western District of Oklahoma, located in Oklahoma City, Oklahoma. The parties waive any right to jury trial in connection with any action or litigation in any way arising out of or related to this Contract.

**15.6 Notices.** Any notices under this Contract shall be in writing and shall be deemed to have been delivered: (i) upon personal delivery; (ii) the third business day after mailing; (iii) the next business day after sending by confirmed facsimile; or (iv) the next business day after sending by email. Notices to WhoFi shall be addressed to the support department. Notices to the Customer shall be addressed to Customer's signatory unless otherwise designated below.

**15.7 Severability.** If any provision of this Contract is held to be unenforceable or illegal by a court of competent jurisdiction, such provision shall be modified to the extent necessary to render it enforceable, or shall be severed from this Contract, and all other provisions of this Contract shall remain in full force and effect.

**15.8 Facsimile Transmission/Counterparts.** This Contract (including any Order Form or Schedule) may be executed and delivered by facsimile or email, and upon receipt such transmission shall be deemed delivery of an original. This Contract (including any Order Form or Schedule) may be executed in several counterparts each of which when executed shall be deemed to be an original, and such counterpart shall each constitute one and the same instrument and notwithstanding their date of execution shall be deemed to bear the day and year first above written.

**15.9 Electronic Signatures.** The parties consent to electronic signatures for the purpose of executing this Contract by e-mail or other electronic means, subject to compliance with any applicable laws, rules or regulations. Any such documents that are delivered electronically and accepted are deemed to be "in writing" to the same extent and with the same effect as if the Contract had been signed manually. In no event shall the electronic execution expand such assent to include any terms other than those explicitly set forth in this Contract.

**15.10 Force Majeure.** Neither party to this Contract shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, governmental action or terrorism, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances.

**15.11 Export.** The Software and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer may not use or otherwise permit access to the Software in a U.S.-embargoed country or in violation of any

U.S. export law or regulation. WhoFi may terminate this Contract and all licenses granted hereunder immediately upon written notice to Customer if Customer breaches this Section.

**IN WITNESS WHEREOF**, the parties' authorized signatories have duly executed this Contract.

**IO3O LLC, doing business as  
WhoFi**

**Customer: Town of Monroe**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Luke Buikema

Printed Name: \_\_\_\_\_

Title: Co-Founder

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 15820 N. Pennsylvania Ave, Ste. 2  
Edmond, OK 73013

Address: 733 Monroe Turnpike  
Monroe, CT 06468

**SCHEDULE 1**

**ORDER FORM  
LICENSE, SOFTWARE, AND SUPPORT**

**End User:** Town of Monroe

**Address:**

733 Monroe Turnpike  
Monroe, CT 06468

**Supported Facilities:** Single location of the Edith Wheeler Memorial Library

**Software and Modules:** 12 Month License

**License Fees:**

Item	Description	List Unit Price	Quantity	List Total
License	12 Month Library License - Single Location	\$1,450	1	\$1,450
Data Storage	3 Years	0.00	1	0.00
			<b>Total:</b>	<b>\$1,450</b>

**Pricing:** Based on delivery being made by January 1st, 2025, the duration and pricing on the initial licensing term will be for 12 months at the single location at a rate of \$1,450 and each subsequent license term will reflect a 12 month term and price quoted above under "Discount Total" reflects the price for subsequent terms subject to fee adjustments made prior to the subsequent terms.

**Number of Locations:** 1

**Payment Terms:** Net 30 from the Execution Date

**Special Instructions:** N/A

This Order Form is subject to the terms and conditions of the License Contract into by and between Customer and WhoFi.

**IO3O LLC, doing business as  
WhoFi**

**Customer: Town of Monroe**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Luke Buikema

Printed Name: \_\_\_\_\_

Title: Co-Founder

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE B**  
**ORDER FORM**  
**CUSTOMER SERVICES**

**Customer:** Town of Monroe

**Address:**  
733 Monroe Turnpike  
Monroe, CT 06468

**Billing Contact:**

**Supported Facilities:** See Schedule E

**Pricing:** \$275 per hour(Plus travel and expenses if necessary)

**Payment Terms:** Net 30 from date of invoice

**Description of Services:**

**Training** - Any training either during or after implementation outside the materials and videos that may be provided to help aid in deployment, as well as any other services which fall outside of the scope of Support as described in Section 8.

<b>Service</b>	<b>Description</b>	<b>List Unit Price/Hour</b>
Training	Customized training per client's needs	\$275.00
Implementation	Customized implementation per clients needs	\$275.00
Other Services	Additional services requested by customer	\$275.00

**Special Instructions:** N/A

This Order Form is subject to the terms and conditions of the License Contract entered into by and between Customer and WhoFi.

**IO3O LLC, doing business as  
WhoFi**

**Customer: Town of Monroe**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Luke Buikema

Printed Name: \_\_\_\_\_

Title: Co-Founder

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE C**  
**ORDER FORM**  
**THIRD PARTY SOFTWARE**

**Customer:** Town of Monroe

**Address:**

733 Monroe Turnpike  
Monroe, CT 06468

**Billing Contact:**

**Supported Facility:** N/A

**Software:** N/A

**Number of Facilities:** 1

**License Fees:** N/A

**Payment Terms:** N/A

**Special Instructions:** N/A

This Order Form is subject to the terms and conditions of the License Contract entered into by and between Customer and WhoFi (the "Contract"). Capitalized terms otherwise not defined herein have the meanings given in the Contract. WhoFi sells all Third-Party Software "as is," without any warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, except that WhoFi hereby assigns any manufacturer warranties to Customer. In no event shall WhoFi be liable for any lost profits or special, incidental or consequential damages arising out of or in connection with the Third-Party Software listed herein. Customer warrants that the Third-Party Software is bought primarily for use internally as part of Customer's business and will be kept at the Supported Facility named above. Customer will promptly notify WhoFi of any change in the location of the Third-Party Software at any time during the Term of the Contract as additional fees may apply.

**IO3O LLC, doing business as  
WhoFi**

**Customer: Town of Monroe**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Luke Buikema

Printed Name: \_\_\_\_\_

Title: Co-Founder

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE D**

**ORDER FORM  
THIRD PARTY HARDWARE**

**Customer: Town of Monroe**

**Address:**

733 Monroe Turnpike  
Monroe, CT 06468

**Billing Contact:**

**Supported Facility:** N/A

**Payment Terms:** Net 30 from date of invoice

**Special Instructions:** N/A

This Order Form is subject to the terms and conditions of the License Contract entered into by and between Customer and WhoFi (the "Contract"). Capitalized terms otherwise not defined herein have the meanings given in the Contract. WhoFi sells all Hardware "as is," without any warranties, express or implied, including any warranties of merchantability or fitness for a particular purpose, except that WhoFi hereby assigns any manufacturer warranties to Customer. In no event shall WhoFi be liable for any lost profits or special, incidental or consequential damages arising out of or in connection with the Hardware stated herein. To secure performance of all obligations herein, Customer hereby grants WhoFi a purchase money security interest in the goods described herein. If Customer defaults in the payment or performance of any obligations to WhoFi, WhoFi may declare the unpaid balance owed immediately due and payable and enforce its remedies as a secured party under the US Uniform Commercial Code. WhoFi may require Customer to assemble the Hardware and make them immediately available to WhoFi. Customer agrees to pay WhoFi the expenses of retaking and selling the Hardware, including reasonable attorneys' fees and legal expenses. Customer warrants that the Hardware is bought primarily for use internally as part of Customer's business and will be kept at the address above. Customer will promptly notify WhoFi of any change in the location of the Hardware at any time during the Term of the Contract.

**IO30 LLC, doing business as  
WhoFi**

**Customer: Town of Monroe**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: Luke Buikema

Printed Name: \_\_\_\_\_

Title: Co-Founder

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_