

# LYME-OLD LYME SCHOOLS

*Regional School District #18*

*A Private School Experience*



*in a Public School Setting*

## **Regular Board of Education Meeting**

January 6, 2021

*Board Present:* Diane Linderman, Chair; Martha Shoemaker, Vice Chair; Steven Wilson, Secretary; Rick Goulding; Jennifer Miller; Mary Powell St. Louis; Suzanne Thompson

*Present via Telephone:* Stacey Leonardo; Jean Wilczynski

*Administration Present:* Ian Neviaser, Superintendent of Schools; Mark Ambruso, Principal of Lyme-Old Lyme Middle School; James Cavalieri, Principal of Lyme Consolidated School; Michelle Dean, Director of Curriculum; Melissa Dougherty, Director of Special Services; Kelly Enoch, Principal of Mile Creek School; Holly McCalla, Business Manager; Jeanne Manfredi, Assistant Principal of Lyme-Old Lyme High School; Ron Turner, Director of Facilities & Technology; Noah Ventola, Assistant Principal of Lyme-Old Lyme Middle School; James Wygonik, Principal of Lyme-Old Lyme High School

*Others Present:* Hildie Heck, Athletic Director; Tim Griswold, Old Lyme First Selectman; Isabella Hine and Ellery Zrenda (via telephone), High School Student Representatives; 8 community members from Lyme-Old Lyme

### **I. Call to Order**

The meeting was called to order at 6:34 p.m. by Chairwoman Linderman. The Pledge of Allegiance was recited.

### **II. Approval of Minutes**

MOTION: Mrs. Miller made a motion, which was seconded by Dr. Goulding, to approve the minutes of the Regular Meeting of December 2, 2020 as presented.

VOTE: the Board voted unanimously in favor of the motion.

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### III. Visitors

#### 1. Report from Student Representatives

Isabella Hine and Ellery Zrenda reported on the following activities taking place at the schools:

*At LOLHS:* The high school is back in business after the holiday break. Students and teachers are happy to be back. In lieu of a traditional musical production, the Old Lyme Players have begun producing a film version of *High School Musical*. Look for a show date later this spring. For the 2020-21 school year, the high school has cancelled the mid-term exams. Teachers will use the days as traditional instructional days. January 22 will mark the end of the first semester. The majority of clubs and student activities are active either virtually or in person when COVID protocols are possible. Teachers and students are working hard to keep high school life as normal as possible.

*At LOLMS:* The month of December was exciting at the middle school. The annual door decorating competition was held with Superintendent Neviaser judging and choosing the top three doors. Spirit week was highlighted by PJ Day with all proceeds going to the Connecticut Children's Medical Center. The faculty, staff and students have worked diligently throughout the entire fall season to meet curricular requirements and maintaining COVID mitigation strategies. All looked forward to the winter recess.

*At Lyme Consolidated School:* The district's Trex Challenge is going strong at Lyme School. The bins must be emptied two times per week. All the grade levels participated in the Second Step social/emotional curriculum during the month of December. On December 18, all the Lyme School students and staff wore their PJ's to school and collected donations that totaled \$613 for the Connecticut Children's Hospital. Also on December 18, the Lyme students participated in the 2nd virtual Town Meeting of the year. The Holiday Circle of Giving donations allowed us to help four Lyme School families. On December 22, we had our annual visit from the LOLHS Select Singers; this year it was done virtually thanks to music teacher Mrs. Pekar. On December 23, the 2020 year ended with a festive sweater spirit day.

*At Mile Creek School:* December was a busy month at Mile Creek. As part of the Second Step curriculum, students focused on the concept of empathy. The community outreach programs for the month aligned nicely with the theme. Students had a Pajama Day sponsored by the PTO. The PTO made a donation to the Connecticut Children's Hospital on behalf of the school. The Holiday Giving initiative went very well. We are very thankful for all the generous donations from Mile Creek families. Many gifts and gift cards were donated for local families in need. The Trex Challenge continues to go strong, and the final day before winter break was celebrated with a festive Hat Day.

*In the Preschool Program:* During the month of January, the themes will be seasons, winter and wild animals. Students will learn the shape of a star, the letters J, K and L and will practice writing numbers from 0-10. The concepts of freezing and melting will be explored during science instruction. Books about Martin Luther King will be read as well as many fun stories about winter. The artist of the month is Vincent Van Gogh. The preschool would like to thank all who donated pajamas and pet food for the annual holiday giving.

## 2. Public Comment

Mrs. Linderman read the following statement before public comment commenced: *In response to the public comment from last meeting and other communications from the community about crumb rubber, the Facilities Committee met in December and had a presentation on an organic infill called BrockFill which is a wood product made in the U.S. Unlike other organic infills, it does not require watering and therefore meets our criteria. The recommendation from the Facilities Committee presented later in the meeting will specify BrockFill rather than crumb rubber infill.*

Mrs. Linderman reported that they created a Zoom meeting for people to make comments remotely in addition to those in the audience.

The following public comment was given by students and community members – all in relation to the agenda item on the proposal for an artificial playing surface for the field behind Lyme-Old Lyme High School.

The following Lyme-Old Lyme High School students, Emily Mecham, Gretchen Burgess, Fiona Frederiks and Sadie Bowman, voiced their support for the proposal for an artificial turf field. Their statements included the following reasons for this support:

- The benefits of turf over grass field related to athletic injuries, i.e., no divots with turf field.
- Most surrounding towns have turf fields and athletes from those towns have benefit of becoming accustomed to playing on turf which is beneficial during tournament time.
- Turf field would benefit the community (holding fundraisers, younger athletics getting experience on turf field, etc).
- Runoff to ponds with current grass fields; no watering or pesticides on turf field.
- The condition of current grass fields after inclement weather which impedes many games and practices.
- Football team could practice at home.
- Competitive edge (turf vs. grass).
- Environmental reasons: saves water and less maintenance.
- The ability to start the season sooner.
- Other teams have advantages as they can practice in bad weather.
- The district won't have to rent local fields.
- Important for the district's growing athletic program.
- The new proposal includes a healthier choice for the fill (BrockFill).

Judith Read, Old Lyme resident, voiced concern over the very large expense for the turf field and asked if the public would be weighing in on this decision or would it solely be a Board of Ed decision.

Christopher Kerr, an Old Lyme resident who has an agreement with the district to use his pond to alleviate water shortage on the current grass fields, asked if the water intake would change with the proposed turf field. Mr. Neviasser assured Mr. Kerr that they closely monitor the water usage from the

pond so as not to affect his well and that the usage would not change with the addition of the turf field.

Kristin Geshel, a Lyme resident, voiced her opposition to the turf field. She cited the horrible smell of turf fields and health debates and the importance of playing on soil which benefits the immune system. She also voiced support for the community having more say in the decision-making; she thanked the Board for all their hard work.

Christina Gotowka, an Old Lyme resident, recommended that the district test the pond water before installing a turf field for baseline purposes as she believed there would be runoff changes to the pond.

Martha Grossel asked for and received clarification that the turf field proposal included a more environmentally-friendly fill vs. the original proposal which included crumb rubber material. She thanked the Board for listening to their neighbors and taxpayers. She asked that in the future, the Board make these decisions more public and that the taxpayers have more say in the process. She voiced concern over the lack of a response to questions on this subject and the importance of educating the community.

#### **IV. Administrative Reports**

##### **1. Superintendent's Report**

Mr. Neviasher reviewed the January personnel report. Of note, two instructional assistants and one special ed long-term substitute were recently hired.

Mr. Neviasher reviewed the January enrollment report, which reflected a total of 1,290 students (in-house) enrolled (seven more students than last month). Mr. Neviasher noted that as a part of the budget development process and in terms of long-range planning, they have updated the staffing proposals based on the current and projected enrollments.

Mr. Neviasher reminded the Board to clear their schedules for the next three Wednesday evenings when the annual budget workshops take place. The Board was provided with the budget calendar as a reminder of the schedule.

Mr. Neviasher gave an update on the progress towards the district goals.

*Curriculum. Provide a rigorous educational experience for students, in all modes of instruction (remote or in-person), that is in alignment with the high standards and expectations of the communities we serve.*  
Witness Stones Project – teachers training in January/February with student instruction beginning in spring.

Shifted LOLHS mid-terms to formative assessments to ensure student progress in an unusual year.

Shifted to live remote learning at LOLHS versus recording lessons.

LEARN providing English Language Learning (ELL) training to district staff using Title III monies.

*Human Resources. Provide additional support for staff to ensure existing and new employees have the resources necessary to perform the duties of their jobs at the highest level possible.*

Budget for more technology support and devices.  
Hot spots for those without Internet for remote work.

*Community. Support the social emotional needs of students and staff, with emphasis on self-care and community responsibility during this time of uncertainty.*

Snow day message was focused on social and emotional learning and normalcy for students and staff.  
Safe Schools online training done remotely to provide time off before holiday.

*Facilities. Monitor and evaluate five-year facility, safety, and technology plans to ensure appropriate improvements and maintenance of buildings, grounds, and infrastructure in line with recommendations from the DPH and the CSDE.*

Met with Milone and MacBroom and representative from BrockFill (100% sustainable) to review alternative infill in response to community concerns.

Utilized new approach to snow removal to respond to first major snowfall with Director and Assistant Director of Facilities.

*Board of Education. Provide resources to support students and staff through a variety of different means during this time of uncertainty.*

Held pre-AFT negotiations discussion/meeting.

Dr. Goulding asked that in the future Mr. Neviaser upload the goals to CAGE meeting website.

Dr. Goulding asked for an update on students achieving curriculum goals during COVID. Mr. Neviaser reported on the administration's confidence of students meeting goals; a presentation on this subject will be made at the February Board meeting by Michelle Dean, Director of Curriculum.

Dr. Goulding asked about the choice of a non-recorded classroom environment vs. live remote learning and the possible negative effect on some families. Mr. Neviaser reported that they have not found this to be an issue but that they would make accommodations for families negatively affected.

## 2. Business Manager's Report

Mrs. McCalla reviewed the Executive Budget Summary as of December 31, 2020. Fluctuations of note:

*Spending year to date is on track vs. last year this time. Does not include COVID reimbursement.*

*Special Education is down year over year due to reduced tuition costs.*

*Debt Service change is due to refunding from January 2020 and moving payment to August.*

*Transportation is due to billing differential due to collapsed/reduced routes.*

## Year To Date Revenue Report

	2019-2020 Received	2020-2021 Received YTD
Town of Old Lyme	\$27,556,679	\$12,497,987
Town of Lyme	\$6,579,421	\$2,891,817

Mrs. McCalla reviewed the Contingency Maintenance Report, which reflected a balance of \$154,245. There was \$14,465 in new spending for a chemical feed pump/analyzer/recorder.

## **V. Educational Presentation**

### **1. Witness Stones Project**

Michelle Dean, Director of Curriculum, gave a PowerPoint presentation on the Witness Stones Project whose purpose is to restore the history and honor the humanity and contributions of the enslaved individuals who helped build our communities.

#### **Project Highlights:**

First implemented in Guilford in 2017

- Developed by Dennis Culliton, a Guilford High School History Teacher
- Modeled after the Stolpersteine Project in Berlin, Germany
- Focuses on the five themes of slavery
- Directly connects to the 3Cs/Four Dimensions of Inquiry
- Promotes civic engagement and partnerships with local organizations
- Encourages interdisciplinary work

This project is currently being implemented in the 7<sup>th</sup> grade social studies curriculum. A copy of Mrs. Dean's report is attached to these minutes for informational purposes.

Follow-up discussion included whether this project required approval by the Old Lyme Historic Commission; possible similar opportunities in other areas of the community; the continuance of this project in the curriculum; and residents' feeling on markers being placed on property showing where enslavement took place.

Mrs. Linderman thanked Mrs. Dean for her presentation which she described as a great opportunity for the students.

## **VI. Chairman & Board Report**

Mrs. Linderman stated that she would forgo her report due to the length of the meeting agenda.

## **VII. New Business**

### **1. Board of Ed Meeting Schedule for 2021-2022**

The Board was presented with a meeting schedule for the 2021-2022 school year. The schedule remains similar to past years with monthly meetings occurring the first Wednesday of the month. This schedule must be posted in the town halls and requires Board approval.

**MOTION:** Mrs. Thompson made a motion, which was seconded by Mrs. Shoemaker, to approve the Board of Education meeting schedule for 2021-2022.

VOTE: the Board voted unanimously in favor of the motion.

## 2. AP Statistics Textbook

The LOLHS math department is recommending the purchase of 20 copies of *The Practice of Statistics (AP Edition)* for the AP Statistics course. This recommendation comes after two professional development training sessions for the AP course and data noting that 95% of AP statistics teachers use this book.

Mrs. Dean noted that this book would be made available for Board review in the Central Office. The selection of this book will be voted on at the next Board meeting.

## 3. Tuition Student Request

Mr. Neviasser reported on a request for a student to attend LOLHS as a tuition student.

MOTION: Mrs. Miller made a motion, which was seconded by Dr. Powell St. Louis, to approve the tuition student request as presented.

VOTE: the Board voted unanimously in favor of the motion.

## 4. Approval of Multipurpose Artificial Playing Surface

Ron Turner, Director of Facilities and Technology, provided the following background information on this agenda item: Milone and MacBroom was selected in 2017 as the school district's design agent to address and evaluate athletic field options and has been involved through every step of the process. Currently, Milone and MacBroom has completed the design of an artificial turf field to be located on the existing practice field, and the district has received all applicable approvals from the Town of Old Lyme. The next steps in the process will involve a final design plan, release of a public competitive bid, and oversight and administration of the construction.

Aside from the architectural and engineering fees, approval of this total package will include general conditions, site preparation, a synthetic turf field utilizing a shock pad and BrockFill as infill material, earthwork, drainage, and general site improvements.

The Facilities and Finance Committee has recommended the Board of Ed move forward with the turf field project and award Milone and MacBroom the contract to perform the final phases of the process.

Mr. Neviasser gave a PowerPoint presentation on the artificial playing surface. A copy of this presentation is attached to these minutes for informational purposes. This presentation included some history on the proposed field, proposed budget, budget types (budget sources), breakdown of construction costs, and timeline.

Ron Turner, Director of Facilities and Technology, gave background information on the BrockFill composite which is an alternative to crumb rubber. *After some concerns regarding the use of crumb rubber, we were able to find a suitable alternative that is completely natural and sustainable, known as BrockFill. BrockFill is made from Southern Yellow Pine, and the trees are a row crop that is planted in farmland. BrockFill employs a proprietary process that removes splinters, buffs and rounds the particles, and sifts out dust. The fill lasts for the lifespan of the turf field, and the old fill can be recycled as top dressing for the other grass fields or as mulch. Some additional benefits of the Brockfill are better traction, as better foot stability is achieved with the fill, and it does not absorb heat like the crumb rubber. There is also no fear of the fill leaching to harm water quality or human health. The Brockfill does require the installation of a shock pad under the turf surface, but this pad will add to the safety of the playing surface. The Brockfill pad material is indefinitely recyclable.*

MOTION: Dr. Goulding made a motion, which was seconded by Mrs. Miller, to approve the construction of a multipurpose playing surface behind LOLHS as detailed in the attached proposal; forgo policy 3324.1 and award Milone and MacBroom the contract to perform final design, bid assistance\*, and construction administration for an estimated cost of \$2,347,250. This project will be funded from the reserve fund balance.

\*Note: Once bids are received the Board will vote on who constructs the field.

A lengthy discussion on the motion followed.

Mrs. Thompson asked about the stability of the costs during a period when renovations and materials are abnormally high. Mr. Neviasser voiced his confidence in the costs and the timing of the project.

Mrs. Thompson inquired about the usage of Brockfill in the Connecticut area. Two fields using this product are being installed in Bristol and two in Rhode Island. This product has been manufactured since 2018. This product was created specific to compete with crumb rubber because of the environmental concerns associated with crumb rubber.

Mr. Wilson recommended getting a better sense of how the community feels about this large expenditure and possibly letting them vote on the issue. Mrs. Linderman explained funding bonded projects such as the high school renovation (voted via referendum) and those projects funded out of the undesignated fund monies (decision by the Board).

Mrs. Thompson voiced additional concerns: environmental, using monies from the undesignated fund that could be used for future bonding, and whether certain parameters were looked at when deciding on a turf field vs. maintaining the grass fields. She suggested that a second opinion be sought on maintaining the grass fields. Dr. Goulding gave the history behind previous studies, i.e., loss of field space, cost and labor of maintaining grass fields, the district's athletic needs, lack of appropriate field space, lack of irrigation, etc.



Mrs. Miller reviewed costs associated with the turf field that would have to be done (earthwork/field drainage) even if they kept the grass fields. She voiced her support for the project; she detailed how she came to support the project and how it answered many of the issues facing the district with continued use of the grass fields, not the least of which was that the turf field gave them the usage needed and addressed the water (or lack thereof) issues.

Mrs. Thompson inquired if the need for lighting the field would come next. Dr. Goulding explained that the proposal came in with the bare minimum necessities with the goal to be fiscally responsible, yet also meet the district's needs.

Mr. Wilson inquired about the reasoning behind action on this now during an unstable time during a pandemic. Dr. Goulding and Mr. Neviasser discussed the positive impact this would have for the students in the fall (project completion) and the timing for municipal contracts being a good one. They also noted that it would give the other fields a resting period for regeneration.

The Board discussed the length of warranty of the turf field. It was noted that the warranty is approximately ten years, which is not an entire redo – the fill and carpet would need to be replaced at the same time, while the shock pad could last for several cycles. The turf field maintenance would be budgeted just as the maintenance of grass fields would be budgeted. The additional savings in maintenance of the grass fields was noted.

Dr. Powell St. Louis voiced her concern over the quick decision for the use of BrockFill, i.e., fairly new composite, not widely used in this area, and a rushed decision. Dr. Powell St. Louis also voiced her concern over the community not having a higher level of decision-making on this matter, that they were not addressing the Library Lane aquatic effect, and that the district could not host tournaments without lighting, seating, etc. She stated that she would not be voting in favor of the motion.

Mrs. Linderman voiced her support for the project (forward thinking initiative, meets limitations on water supply, and tremendous opportunity for students). She also noted the various benefits of using BrockFill, i.e., sourced in U.S., can be reused, safer surface.

Mrs. Thompson again voiced her concern over a rushed decision; she recommended that other ways of achieving extra playing space be investigated. Dr. Goulding, noting that there will always be other options down the road, voiced his support for the current plan for the turf field. He noted his residence's close proximity to the Duck River and that he had confidence in the BrockFill selection for the turf field.

Mrs. Wilczynski discussed the financial aspect of the project noting the savings in the undesignated fund supported the cost. She voiced her support in regards to the financial aspect of the project. She noted that the Board still had to approve the bids that come in for the project. In regards to the community weigh-in, Mrs. Wilczynski stated that the community had a voice in the election of the Board members to keep their best interests in mind when making decisions.

Mrs. Shoemaker inquired about the request for getting a baseline water quality and how best to further investigate concerns being brought up.

Dr. Powell St. Louis read an excerpt from the scope of services from Milone & MacBroom which noted that “analysis of soils for the presence of contaminated materials” was listed as one of the exclusions from the scope of services. It was noted that the Facilities Committee reached consensus to recommend an outside group provide this service vs. Milone and MacBroom.

There was discussion on whether the motion should be amended due to Mr. Wilson’s concern over some of the verbiage. Mr. Wilson again voiced support for administering an informal poll of the public which would be non-binding but would assist in determining the community’s support or non-support of this project.

Dr. Goulding called for a vote on the motion currently on the floor.

VOTE: the Board voted on the motion to approve the construction of a multipurpose playing surface behind LOLHS as detailed in the attached proposal; forgo policy 3324.1 and award Milone and MacBroom the contract to perform final design, bid assistance\*, and construction administration for an estimated cost of \$2,347,250. This project will be funded from the reserve fund balance.

\*Note: Once bids are received the Board will vote on who constructs the field.

FOR: Mrs. Miller; Dr. Goulding; Mrs. Shoemaker, Mrs. Linderman, Mrs. Wilczynski, Mrs. Leonardo

OPPOSED: Dr. Powell St. Louis; Mrs. Thompson; Mr. Wilson

Motion passed with a vote of six in favor and three opposed.

### **VIII. Old Business**

#### **1. Closing of LOLHS Project**

The district is still waiting for the final change order from the State so there is no action required on this agenda item.

#### **2. 2021-2022 School Calendar**

MOTION: Mrs. Shoemaker made a motion, which was seconded by Dr. Goulding, to approve the 2021-2022 school calendar as presented.

VOTE: the Board voted unanimously in favor of the motion.

#### **3. Policy Review: 5145.44 Title IX**

This was the second reading of this policy.

MOTION: Mrs. Thompson made a motion, which was seconded by Dr. Powell St. Louis, to approve Policy 5145.44 as presented.

VOTE: the Board voted unanimously in favor of the motion.

4. Report of Committees:

- a. *Facilities*. Dr. Goulding reported that this committee met earlier in the evening in which the Mile Creek School received a positive facility report. The administration and staff are working on creative ways to use outside spaces so that the students can get breaks from mask wearing. Dr. Goulding expressed appreciation over the approval of the artificial playing surface even though there was not total consensus by the Board. Mrs. Miller recommended continued communication on the turf field project to the community as it progresses.
- b. *Finance*. No report.
- c. *Communications*. No report.
- d. *Policy*. No report.
- e. *LEARN*. Mrs. Linderman reported that LEARN is renovating the second floor of their building on Ocean Avenue in New London.
- f. *LOL Prevention Coalition*. No report.
- g. *Sustainability*. Mrs. Miller reported on the continued success with the Trex Challenge; over 1,000 pounds of plastic film has been collected thus far. They are reaching out to Best Cleaners for plastic film contributions towards this project.

IX. Executive Session

1. Superintendent's Mid-Year Review

Upon motion by Mrs. Miller and seconded by Mr. Wilson, the Board voted unanimously to move into executive session for the purpose of discussing the superintendent's mid-year review. Mr. Neviaser was invited to attend the executive session.

X. Adjournment

The regular meeting adjourned upon a motion by Mrs. Miller and a second by Mr. Wilson at 9:26 p.m.

Respectfully submitted,

Steven Wilson, Secretary

# The Witness Stones Project

Connecting students to local history



## What is The Witness Stones Project?

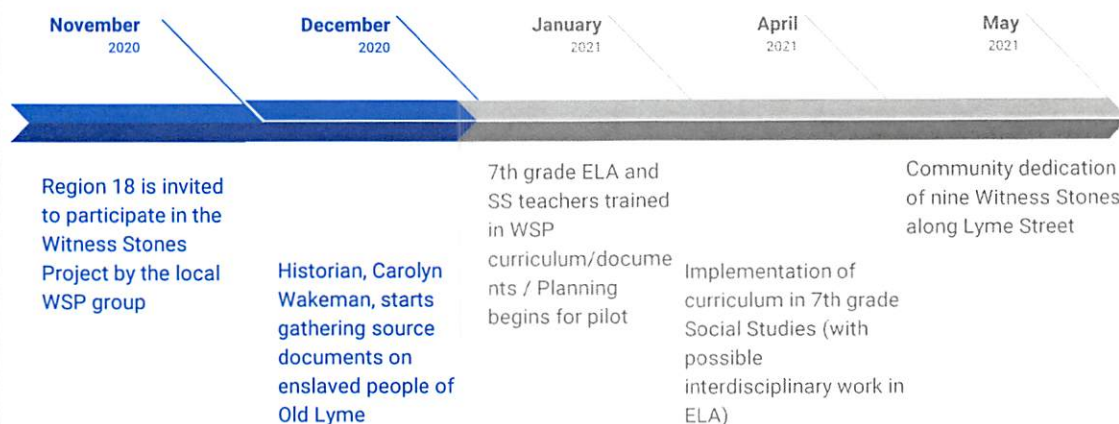
***“The aim of the Witness Stones Project is to restore the history and honor the humanity and contributions of the enslaved individuals who helped build our communities”.***

- First implemented in Guilford CT in 2017
- Developed by Dennis Culliton, History Teacher
- Modeled after the Stolpersteine Project in Berlin, Germany
- Curriculum unit focuses on the five themes of slavery
- Directly connects to the 3Cs/Four Dimensions of Inquiry
- Promotes civic engagement and partnerships with local organizations
- Encourages interdisciplinary work

## Components to the Witness Stones Project (WSP)

1. Students engage in research on one of nine enslaved people from their community
  - Possible visit to the FG Museum to see actual ledgers/source documents
  - Possible mini-poetry unit in ELA with local CT Poet Laureate
1. Students develop a presentation on the life and contributions of the person
1. Students will be invited to participate in the dedication ceremony in May on Lyme Street

## Timeline of Events/Pilot Curriculum



Creating community connection, civic engagement  
and enduring understandings of the human condition





# Artificial Playing Surface

Board of Education  
January 6, 2020

## History

2017

- April 17 - First meeting of the special committee to review and research the current state of our athletic fields and develop a long-term plan to address our water issues. The committee came back with a two-part recommendation.
- October 4 – The BOE voted to approve the use of funds to support the design and bidding of a dedicated system that would supply water to our two irrigated athletic fields, leaving the remainder of our water supply for potable use.
- October 4 – The BOE approved the committee's second recommendation to pursue the concept of installing a synthetic field.



## History

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### 2019

- June – Completed installation of pump system that allows us to use a limited amount of pond water to supplement our irrigation water supply
- October 2 - BOE approved funding for second recommendation
- December 4– Malone & McBroom presentation to BOE

### 2020

- May 26 – Inland Wetlands Commission Approval
- October 21 - Public Forum
- December 14 – Zoning Commission Approval

## Needs and Considerations

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- Reason for new field
  - Excessive overuse of existing fields
  - Unmet need for additional playing and practice space
  - Lack of available water to irrigate fields resulting in high maintenance costs
- Considerations
  - Safety for students
  - Safety for the environment
  - Short and long term costs



## Proposed Budget

- Design, bidding and construction administration \$74,500
- Turf field installation with shock pad and Brock Fill \$2,273,250
  - Inclusion of shock pad and use of Brock Fill resulted from community feedback.
- Funding would come from Undesignated Fund
  - C.G.S. Sec. 10-51(d)(2) allows regional Boards of Education to appropriate up to 1% of the current fiscal year's budget to a "reserve fund for capital and nonrecurring expenditures."

## Budget Types

- Generally, three budget sources based on size of project
  - Annual budget
  - Undesignated Fund- savings account
  - Bonds - Goal is consistency over time

December 23, 2020

Mr. Ronald Turner  
Director of Facilities and Technology  
Lyme-Old Lyme Public Schools  
49 Lyme Street  
Old Lyme, CT 06371

**RE: Synthetic Turf Field – Phase II  
Final Plans, Permitting, and Construction Administration  
Regional School District #18 Athletic Facilities  
MMI #2999-03-0**

Dear Mr. Turner:

Pursuant to your request, Milone & MacBroom, Inc. (MMI) is pleased to provide this proposal for professional engineering services for the design of a synthetic turf multipurpose field at the Old Lyme Middle School/High School campus. With the completion of design development documents and receipt of all local land use approvals, it is our understanding the Regional School District #18 (RSD18) is now ready to proceed with final construction document-level design and competitive bidding of the project followed by construction

Utilizing the Design Development/Land Use Approval drawing set entitled "Synthetic Turf Field, Lyme-Old Lyme High School," dated July 2, 2020, revised November 9, 2020, MMI offers to provide the following services to complete this project:

## **SCOPE OF SERVICES**

### **1.0 Final Design and Construction Documents**

- 1.1 Meet with the project team to review the final details and decisions prior to proceeding with the preparation of final plans and specifications.
- 1.2 Prepare the final plans (bid-ready) for construction, incorporating comments from RSD18 and stakeholders on the design development submission. The final drawings will be prepared at a scale of 1 inch = 30 feet and will include the following:
  - 1.2.1 Cover sheet, including general notes and legend
  - 1.2.2 Demolition and removals plan
  - 1.2.3 Layout and landscaping for the desired improvements
  - 1.2.4 Grading, including spot elevations at critical locations
  - 1.2.5 Site drainage improvements, including field underdrainage, with slopes and invert elevations
  - 1.2.6 Site utility improvements, including stormwater management features

- 1.2.7 Erosion and sedimentation control plan, including a sequence of construction and a brief narrative
  - 1.2.8 Field cross sections and construction-level site development details
- 1.3 Prepare the technical specifications for the proposed improvements based on the Construction Specifications Institute (CSI) three-part format. It is assumed that RSD18 will provide for our use its "front-end" specifications, including bidding and insurance requirements, general conditions, supplemental conditions, etc. It is also assumed that the project will be bid as a lump sum with a schedule of values for the project components provided at the time of the bid.
- 1.4 Prepare a final opinion of probable construction costs for the proposed improvements.
- 1.5 Meet with the project team to review the final plans and specifications. Make minor revisions as may be required.

## **2.0 Bid Assistance**

- 2.1 Assist RSD18 in seeking competitive bids for the proposed improvements, including the following:
  - Participate in a prebid meeting with prospective bidders.
  - Respond to reasonable requests for information and issue addenda, if required.
  - Review the bids, review bidder qualifications, and assist in awarding the contract.

## **3.0 Construction Administration**

- 3.1 Assist in administering the construction contract by performing the following:
  - Attend a preconstruction meeting with the contractor, school officials, and other affected parties.
  - Respond to requests for information from the contractor.
  - Review shop drawings and product data submittals from the contractor.
- 3.2 Observe the work in progress for general consistency with the plans and specifications. It is assumed that there will be weekly site visits under this task as well as special visits during critical construction operations. We have assumed that project construction will take approximately 3 months to complete.
- 3.3 Perform a semifinal observation of the completed work and prepare a punch list of incomplete or deficient items.
- 3.4 Perform a final observation of the completed work and make a recommendation to RSD18 regarding the acceptance of the project.

#### **4.0 Additional Services Rendered**

- 4.1 Attend and present at additional meetings with the Old Lyme Zoning Commission, the Regional School District #18 Board of Education, and the Facilities and Finance Committee.
- 4.2 Provide a memorandum regarding the environmental impacts of crumb rubber infill.
- 4.3 Provide estimates for a grass field in lieu of synthetic turf, and provide revised estimates for a synthetic turf field with alternative infill.

#### **ESTIMATED SCHEDULE**

The schedule for the services noted above will be determined at the review meeting with the project committee.

#### **PROFESSIONAL FEES**

The work in the above-noted scope of services will be performed for the following lump sum fees. Please note that the fees are in line with the original project proposal, which based final design and construction-related service fees off of a percentage of the anticipated construction costs.

Task 1.0 – Final Design and Construction Documents .....	\$30,400
Task 2.0 – Bid Assistance .....	\$4,600
Task 3.0 – Construction Administration.....	\$29,500
Task 4.0 – Additional Services Rendered .....	<u>\$10,000</u>
<b>Total Budget .....</b>	<b>\$74,500</b>

Reimbursable Expenses – Cost not-to-exceed ..... \$1,500\*

\*The direct expense values represent a not-to-exceed value for nonsalaried expenses such as mileage, printing, special mailings, and other expenses that you may authorize.

#### **STANDARD TERMS AND CONDITIONS**

This proposal is subject to our Standard Terms and Conditions, which are attached hereto and incorporated herein.

#### **EXCLUSIONS AND LIMITATIONS**

Please note that the following services are not included in this proposal:

1. Boundary surveys
2. Environmental assessments
3. Traffic services
4. Nonlocal regulatory permitting that is not explicitly included in the above scope
5. Meetings and/or presentations in addition to those noted above

6. Design of off-site improvements
7. Lighting design and/or site electrical engineering
8. Resident inspection or full-time construction inspection
9. Design of special structures such as retaining walls
10. Analysis of soils for the presence of contaminated materials

Should the above items or any additional services be required, they can be provided under a supplemental agreement.

### ACCEPTANCE

The original and one copy of this agreement are enclosed. If the above is acceptable, please confirm your acceptance by signing one copy in the space provided and returning it to us for our files.

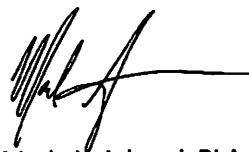
We appreciate the opportunity to be a part of your project and look forward to a continued pleasant and rewarding association.

Sincerely,

MILONE & MACBROOM, INC.



Kevin C. Fuselier, PLA, LEED GA  
Principal Landscape Architect



Mark A. Arigoni, PLA  
Manager of Landscape Architecture – US

Enclosures

2999-03-0-d2320-prop.docx

The above proposal and attached Standard Terms and Conditions are understood and accepted:

By \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
(Print name and title)



## **STANDARD TERMS AND CONDITIONS**

Unless specifically excluded in the Contract, these Terms and Conditions are incorporated by reference into the foregoing proposal or contract and shall be part of the Agreement under which Services are to be performed by Milone & MacBroom, Inc. (MMI) for the Client.

1. **Method of Payment:** Monthly, MMI will invoice Client for all Services rendered during the previous month. Invoices will be due upon receipt. Any unpaid invoices and charges will draw late payment fees at 1½% per month commencing 30 days after date of invoice. Client shall notify MMI in writing of any disputed amount within 10 days after date of invoice; otherwise, Client shall be deemed to have waived any objection to all invoice charges and agreed to the invoice being acceptable. Payment thereafter shall first be applied to accrued interest and then to the principal unpaid amount. Lump Sum Fee Price and Fixed Price contracts will be invoiced on a percent-complete basis as determined by MMI. Unless otherwise agreed, out-of-pocket costs for mileage, special mailing, reprographics, and similar costs will be invoiced as additional direct expenses. Subconsultant fees will be invoiced at cost plus a 10 percent markup for processing. In the event that MMI retains a collection agency or attorneys to recover any monies owed by Client to MMI, then MMI shall also be entitled to recover its reasonable cost of collection and legal costs from Client, including, but not limited to, all fees and costs incurred by MMI under mediation and litigation proceedings. MMI may suspend or terminate any and all of the Services if payment of any invoiced amount not reasonably in dispute is not received by MMI within 60 days from the date of MMI's invoice. Such suspension of services is done without waiving any other claim against Client and without incurring any liability to Client for such suspension due to Client's breach of payment terms. Termination shall not relieve Client of its obligation to pay amounts incurred up to termination.

The Client's obligation to pay for the Services performed under this Agreement is in no way contingent upon Client's ability to obtain financing, zoning, approval of governmental or regulatory agencies, favorable judgment of lawsuit, or upon Client's successful completion of project. Should Services be suspended for a period of ninety (90) days, MMI shall be entitled to additional compensation to reinitiate work. Lump sum fees, if applicable, quoted in this Contract shall remain valid for a period of twelve (12) months from the date of Contract. Thereafter, they may be adjusted in accordance with MMI's current rate structure. Hourly personnel rates may be adjusted on an annual basis.

2. **Level of Services:** The Level of Service will be performed for the exclusive benefit of Client. MMI will perform the Services using that degree of skill and care ordinarily exercised under similar conditions by reputable members of MMI's profession practicing in the same or similar locality at the time of performance. No other warranty, express or implied, is made or intended, and the same are specifically disclaimed.

Client shall not be entitled to assert a claim against MMI based on any theory of professional negligence or violation of the standard of care unless and until Client has obtained the written opinion from a licensed, independent, and reputable engineering and/or environmental professional, as appropriate for the Services in question, that MMI has violated the standard of care applicable to MMI's performance of those Services under this Contract. Client shall promptly provide such independent opinion to MMI, and the parties shall endeavor in good faith to resolve the claim within 30 days.

3. **Deliverables:** All hard paper copies of deliverables, including, and limited to, any and all reports, drawings, plans, and specifications prepared by MMI hereunder shall be delivered to Client upon final payment for MMI's Services. Deliverables may not be used or reused by Client, its employees, agents, or subcontractors in any extension of the project or on any other project or any other use without the prior written consent of MMI. Client agrees that all deliverables furnished to the Client not paid for in full will be returned to MMI upon demand and will not be used for design, construction, permits, or licensing. All originals of such deliverables shall remain in possession of and the property of MMI. Copies of any electronic media or disks of originals of any of MMI's deliverables, such as designs, specifications, calculations, CAD documents, etc., shall not be made available unless a specific agreement is made to the contrary as part of the Scope of Services. All the drawings, plans, specifications, and deliverables prepared by MMI are instruments of MMI's service, and MMI shall be deemed the author of them and will retain all common law, statutory, and other reserved rights, including, but not limited to, the copyrights.

MMI shall have the right to include photographic or artistic representations of the Project among MMI's promotional and professional materials. MMI shall be given reasonable access to the Project to make such representations. Client shall advise MMI of confidential or proprietary information which should be excluded from promotional materials.

4. **Limitation of MMI's Liability to Client:** In recognition of the relative risks and benefits of the Project to both the Client and MMI, the Client agrees that except for circumstances caused by the willful misconduct of MMI, all claims for damages asserted against MMI by Client, including claims against MMI's directors, officers, shareholders, employees, and agents, are limited to the total fee for services rendered or \$250,000.00, whichever is less. MMI is solely responsible for its personnel only, and no others. MMI shall not be responsible for any special, incidental, indirect, or consequential damages (including loss of profits) incurred by Client as a result of MMI's performance or nonperformance of Services. MMI shall not be liable for extra work or other consequences due to changed conditions or for costs related to failure of the construction contractor or materialmen or service provider to install work in accordance with the plans, specifications, or applicable code, or for the actions or inactions of regulatory agencies. Any claim shall be deemed waived unless made by Client in writing and received by MMI within one (1) year after completion or termination of the Services.

5. **Client Indemnification:** Client shall indemnify and hold harmless MMI and its shareholders, directors, officers, employees, and agents against all losses or claims, and costs incidental thereto (including costs of defense, settlement, and reasonable attorney's fees) which any or all of them may incur, resulting from bodily injuries (or death) to any person, damage (including loss of use) to any property, or contamination of or adverse effects on the environment, arising out of or which are in any way connected with (i) the acts or omissions of Client, Client's employees, agents, and subcontractors, or (ii) Client's breach of Contract.
6. **Required Disclosures by Client:** Client shall provide MMI all information which is known or readily accessible to Client which may be reasonable and/or necessary for completion of the Services by MMI or protection or safety of MMI personnel.
7. **Force Majeure:** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Contract, Force Majeure includes, but is not limited to, adverse weather conditions; floods; epidemics; war; riot; strikes; lockouts and other industrial disturbances; unknown site conditions; accidents; sabotage; fire; loss of or failure to obtain permits; unavailability of labor, materials, fuel, or services; court orders; acts of God; and acts, orders, laws, or regulations of the Government of the United States or the several states, or any foreign country, or any governmental agency. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the Services may be continued.
8. **Termination:** This Contract may be terminated by either party upon thirty (30) days' written notice to the other party. Irrespective of which party terminates or the cause therefor, Client shall, within thirty (30) days of termination, compensate MMI for fees, charges for services, and costs incurred up to the time of termination, as well as those associated with termination activities. It is agreed, at any time after the total compensation payable to MMI under this Contract is met, that MMI shall have the right to suspend or terminate further performance or continuance of Services until Client and MMI have executed an extension to the contract or a new contract.
9. **Entire Contract:** This Contract constitutes the entire agreement, including herein-referenced proposal(s), attachments, and schedules, etc., between the parties and supersedes any and all prior written or oral agreements, negotiations, or understandings existing between the parties. This Contract may be amended only by written instrument signed by each party.
10. **Testimony:** Should MMI or any MMI employee be requested by any party or compelled by law to provide nonexpert testimony or other evidence with respect to the Services, and MMI is not a party to the dispute, MMI shall be compensated by Client for MMI's preparations, document retrieval, document reproduction, and testimony at MMI's current hourly rates. MMI shall provide expert witness testimony pertaining to any Services at premium rates of 1.5 times the then current hourly rates. Client agrees to reimburse MMI for reasonable travel, lodging, and meal expenses that are incurred in conjunction with providing either expert or nonexpert testimony or other evidence.
11. **Precedence and Survival:** This Contract shall take precedence over any inconsistent or contradictory provisions contained in any Client-issued purchase order, requisition, notice to proceed, or like document regarding the Services. All obligations arising prior to the termination of this Contract and all provisions of this Contract allocating responsibility or liability between Client and MMI shall survive the completion of Services hereunder and the termination of this Contract.
12. **Governing Law:** This Contract shall be governed by, construed, and interpreted in accordance with the laws of the State of Connecticut, excluding any choice of law rules which may direct the application of the laws of any other jurisdiction.
13. **Claims, Disputes/Mediation:** For any claim, dispute, or other matter in question between parties to this Contract arising out of or relating to this Contract or breach thereof, the parties shall first attempt to resolve such issue through discussions between MMI and Client. Any claim or dispute not resolved per the above discussions shall be subject to and decided by and through the process of nonbinding mediation. Such mediation process shall be done by and through an independent court-certified mediator. All mediation proceedings, hearings, and meetings shall be held in Cheshire, Connecticut. Any unsettled claims, disputes, or other matters in question between parties not settled and agreed to by this process of mediation shall be subject to and decided by and through litigation.
14. **Equal Opportunity/Non-Discrimination Statement:** MMI is an Affirmative Action Equal Opportunity Employer. MMI and the Client shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by MMI and the Client that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut; and MMI and the Client further agree to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability, or physical disability, including, but not limited to, blindness, unless it is shown by MMI and the Client that such disability prevents performance of the work involved.

# REGION 18 ATHLETIC FACILITIES CONCEPTS

Engineer's Opinion of Probable Construction Costs | New Synthetic Turf Field

December 23, 2020

MMI #2999-03

## ➤ Multipurpose Synthetic Field

- General Conditions, Bonding, Site Preparation, Site Removals, Erosion Controls \$100,000

### Turf Field

- Synthetic Turf Field (143,000 square feet) \$865,000
  - BrockFill/Sand Infill
  - Brock SP 17 Shock Pad Underlayment
  - Field Striping
  - Maintenance Equipment (Groomer and Sweeper)
- Earthwork/Field Drainage \$1,040,000
  - Strip and Dispose of Excess Topsoil
  - Mass Earthwork
  - Formation of Subgrade
  - Subsurface Drainage
- Site Improvements \$160,000
  - Perimeter Drainage
  - Safety Netting
  - Fencing
  - Walkways
  - Electrical Conduit

**Subtotal** **\$2,165,000**

**5% Contingency** **\$108,250**

**Total Suggested Construction Budget** **\$2,273,250**

**Final Design, Bid Assistance, and Construction-Administration Fee** **\$64,500**

**Additional Fee for Local Approvals and Information Gathering** **\$10,000**

**Total Remaining Architectural and Engineering Fee** **\$74,500**

**Total Suggested Project Budget** **\$2,347,750**