

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda  
Regular Meeting @ 7:00 PM  
Thursday, March 6, 2014  
Colchester Town Hall  
Meeting Room 1**

RECEIVED  
COLCHESTER, CT  
2014 MAR -3 PM 3:42

NANCY A. BRAY  
TOWN CLERK  
*Nancy A. Bray*

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the February 20, 2014 Regular Board of Selectmen Meeting
4. Approve Minutes of the February 25, 2014 Special Board of Selectmen Meeting
5. Citizen's Comments
6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
  - a. Chatham Health District – Russell Melmed to be Interviewed
  - b. TVCAA Board of Trustees – Eleanor Phillips reappointment to a Three Year Term to expire 03/06/17
  - c. Economic Development Commission – Bruce H. Fox Possible Appointment for a Five Year Term to Expire 10/1/2014
  - d. Ethics Commission – Denise Ward Possible Appointment for a Three Year Term to Expire 11/1/2015
7. Budget Transfer
8. Tax Refunds & Rebates
9. Discussion and Possible Action to accept the final design and bid specifications package for the Linwood Avenue Streetscape Project and permit the First Selectman to execute such documents to complete the project.
10. Discussion and Possible Action to approve the lease of a new Canon Copier with CCP Solutions, LLC for the period 2/24/14 to 2/24/19 and authorize the First Selectman to sign all necessary documents.
11. Discussion and Possible Action to authorize the Selectman to appoint Nancy A. Bray, Town Clerk, as applicant for the Historic Documents Grant Application FY 2015
12. Discussion and Possible Action on UTMC Contract
13. Discussion and Possible Action on Historical Society Reimbursement Request
14. Discussion and Possible Action on Memorandum of Agreement with CES Inc. (KX Dispatch)

Page 2 Board of Selectman Meeting March 6, 2014

15. Discussion and Possible Action on 2014 – 2015 Budget

a. Police Commission Presentation

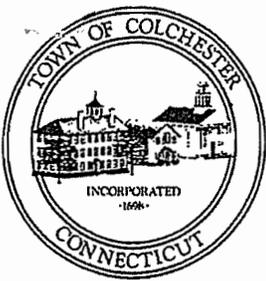
16. Citizen's Comments

17. First Selectman's Report

18. Liaison Report

19. Executive Session to Discuss negotiations with Clerical Union Local 1303-254 of CT Council 4

20. Adjourn



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

RECEIVED  
COLCHESTER, CT  
2014 FEB 24 PM 2:18

NANCY A. BRAY  
TOWN CLERK

**Board of Selectmen Minutes  
Regular Meeting Minutes  
Thursday, February 20, 2014  
Colchester Town Hall – 7:00 PM  
Meeting Room 1**

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman Stan Soby, Selectman Denise Mizla, Selectman Rosemary Coyle and Selectman Mike Caplet

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Rob Esteve, Walter Cox, Sal Tassone, Diana Giles, Nancy Bray, Dottie Mrowka, Tricia Dean, Gail Therian, and other citizens.

**1. Call to Order**

First Selectman G. Schuster called the meeting to order at 7:02 p.m.

**2. Additions to the Agenda –**

G. Schuster asked the Board if they would be willing to move forward Item #11 regarding the Registrars' presentation. He said that an addendum to Item #12 contract regarding the lease of the Canon Copier with CCP Solutions was received today and this should be removed from this agenda.

R. Coyle moved to move Item 11 "Discussion and Possible Action on Registrars Presentation" to after Item 7 and to remove Item 12 "Discussion and Possible Action to approve the lease of a new Canon Copier with CCP Solutions, LLC for the period 2/24/14 to 2/24/19 and authorize the First Selectman to sign all necessary documents." And to renumber accordingly, seconded by S. Soby. MOTION CARRIED UNANIMOUSLY.

G. Schuster introduced Tricia Dean as the new Executive Assistant.

**3. Approve Minutes of the February 6, 2014 Regular Board of Selectmen Meeting**

G. Schuster said that under Item 6.B.1 the date 6/1/14 should be 6/1/15.

S. Soby moved to approve the Regular Board of Selectmen Meeting minutes of February 6, 2014 as amended, seconded by M. Caplet. Abstentions: R. Coyle All others in favor MOTION CARRIED.

**4. Citizen's Comments- None**

**5. Boards and Commissions – Interviews and/or Possible Appointments and Resignations**

**a. Sewer and Water Commission - K. Frantzen Possible Appointment for a Three year Term to expire 10/01/2015**

1. K. Frantzen to be appointed for a Three Year Term to expire 10/01/2015

R. Coyle moved to appoint K. Frantzen as a member of the Sewer and Water Commission for a three year term to expire 10/1/2015, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY.

**b. Historic District Commission – Stanley Stefanowicz Possible Appointment for a Five Year Term to Expire 11/30/2017**

1. M. Caplet moved to appoint Stanley Stefanowicz as a member of the Historic District Commission for a five Year Term to expire 11/30/2017, seconded by S. Soby. MOTION CARRIED UNANIMOUSLY.

**c. Economic Development Commission – Bruce H. Fox to be Interviewed**

Bruce Fox was interviewed.

**d. Building Committee**

1. Resignation of Pam Scheibelein of WJJS Building Committee

R. Coyle moved to accept the resignation of Pam Scheibelein with regret and a thank you for all the work she did on the Building Committee, seconded by S. Soby. MOTION CARRIED UNANIMOUSLY.

2. **Steve Wells Possible Appointment**

G. Schuster said that Steve Wells had been on the WJJS Building Committee but had to step down due to other commitments. He would like to return to the Commission now. Discussion followed

S. Soby moved to appoint Stephen Wells to the WJJS Building Committee, seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY.

- e. **Ethics Commission** – Denise Ward to be interviewed.  
Denise Ward was interviewed.

6. **Budget Transfers -**

An Addition Appropriation request had been submitted by Sal Tassone, Town Engineer for \$3,900 for an Engineering Consultant proposal for a Feasibility of Improvements Study for the Paper Mill Road Bridge. Discussion followed and the Board agreed that in order to follow the Purchasing Policy three (3) verbal quotes are needed.

7. **Tax Refunds & Rebates**

S. Soby moved to approved tax refunds in the amount of \$191.01 to Jonathan Ross; \$37.71 to Pamela Bartol; \$2700.98 to Jeffrey Brooks and Dorothy Walden Brooks and \$1118.85 to Jeffrey and Lauren Moroch, seconded by M. Caplet. MOTION CARRIED UNANIMOUSLY.

8. **Discussion and Possible Action on Registrars Presentation**

Todd and Christine Reisel of Coastal Business Technologies, LLC did a presentation on their Voter Registration Program, which the Registrars are considering using for elections. Discussion followed regarding the equipment required, security issues, cost and the generation of reports from the software.

9. **Discussion and Possible Action on Fire Department Task Force Recommendations**

G. Schuster said that the Fire Department Task Force presented their recommendations at the last Board of Selectmen meeting. He asked Board members their ideas on which recommendation should be handled first. Discussion followed with the Board members concurring that the first recommendation to be addressed should be the development of a contract between the Town and the Colchester Hayward Volunteer Fire Company. G. Schuster advised the Board that there is a contract which has been in effect since 1974 but needs updating. Chief Cox said that he was in agreement and that there are templates available to help develop a contract. Don Lee, Deputy Chief, suggested contacting other towns such as Farmington or Essex to review their contracts. The Board also agreed that the second item to be addressed will be a strategic plan.

G. Schuster will begin developing a list of bullet items and concepts to present to the Board to start the development of a contract.

10. **Discussion and Possible Action on Selectmen Operations Committee Recommendations**

R. Coyle moved to establish a bipartisan committee of the First Selectman and a member of the Board of Selectmen and two (2) members of the Board of Finance to enter into negotiations with the Bacon Academy Board of Trustees for the possible purchase of the Senior Center Building and associated property and make a recommendation to both Boards regarding said purchase prior to the end of the current fiscal year, seconded by S. Soby.

Discussion was held regarding the formation of the proposed bipartisan committee. The Board members agreed that the Senior Center issue needs to be addressed and this would be a first step in the process. A \$16,000 place holder in the budget is to help the Bacon Academy Board of Trustees with the operational deficit and this financial help will help to get to the next step of a lease purchase agreement.

Vote was taken. MOTION CARRIED UNANIMOUSLY.

G. Schuster called for a five (5) minute recess at 8:55 p.m. He called the meeting back to order at 9:01 p.m.

11. **Discussion and Possible Action on Restructuring of Town Hall Operations**

G. Schuster presented a power point presentation "Town Hall Utilization of Resources". He said that the Board of Finance asked him to explore the possibility of Town departments sharing personnel. One option was the sharing of a "floater" employee and the other was to combine departments with employees cross trained to serve the public. Discussion followed regarding the advantages of the combination of departments, the configuration of office space, the negotiations with unions regarding job descriptions, the cost of redesigning office space and the next steps in the process.

S. Soby moved to investigate possible options for restructuring Town Hall operations, seconded by M. Caplet. MOTION CARRIED UNANIMOUSLY.

**12. Discussion and Possible Action on UTMC Contract**

No action was taken on this item as an error was noticed regarding the effective date of Agreement.

**13. Discussion and Possible Action on formation of a Charter Review Committee**

G. Schuster told the Board that it was time to form a Charter Review Commission which is required by the Town Charter. This Commission will review the present Charter and make recommendations to the Board of Selectmen if any revisions are necessary. Discussion followed regarding the number of members who should be on the Commission.

S. Soby moved that the Board of Selectmen, pursuant to Section-1401 of the Town Charter, form a Charter Review Commission consisting of five members, seconded by D. Mizla. MOTION CARRIED UNANIMOUSLY.

**14. Discussion and Possible Action on Security Upgrades**

G. Schuster said that Board of Finance had reviewed the Security upgrades.

S. Soby moved that the Board of Selectmen enter into a contract with Associated Security for the supplying of Town Hall and School Security Improvements as detailed in the Town of Colchester RFGP#2013-19 and to award the base and alternative #1 therein and to authorize the First Selectman, with consultation of the Superintendent of Schools to sign and deliver said agreement and necessary documents required, seconded by M. Caplet. MOTION CARRIED UNANIMOUSLY.

**15. Discussion and Possible Action on 2014 – 2015 Budget**

G. Schuster said that he is still working with the Department Heads to finalize their requests. He distributed copies of the budget survey that will be available to citizens. Discussion followed regarding making the questions open ended.

**16. Citizen's Comments –**

Dot Mrowka asked for direction regarding the purchasing of the software and computers for voter check-in that was presented this evening. G. Schuster told her to include this into next year's budget at the Department level and to talk with Mark Tate, IT Coordinator regarding the cost of computers.

John Malsbenden said that the Board of Selectmen should remember that the Youth Center needs are equally important along with the Senior Center needs.

Rob Esteve, member of the Board of Finance, said that the Board of Selectmen should consider the training facility when developing a contract with the Fire Company.

**17. First Selectman's Report**

G. Schuster told the Board that there is a recurring leak at the Senior Center and when the weather clears some patch work will be done to correct the situation. He said that the General Assembly is back in session and he will keep them informed about any new legislation that might affect the Town. He said that Public Works has received 100 tons of salt from the State and received a delivery from the Town supplier of 50 tons. They are mixing sand with the salt to make it last longer. He commended both Jim Paggioli and the Public Works crew for their hard work during these frequent storms. He said that the Board of Education approved the Building Committee Scope Statement.

**18. Liaison Reports**

S. Soby told the Board that the Planning and Zoning Commission met on Wednesday, February 19<sup>th</sup> and a few items of business were handled before Glen Chalder of Planimetrics began the discussion on the updating of the Plan of Conservation and Development. G. Chalder reviewed the Potential Planning Program document. He took the comments from the Commission members and audience and will begin drafting the updated Plan of Conservation and Development. This will take at least a month before it is given to the Commission members for their review and then a meeting will be set the public's input.

M. Caplet said that the Sewer and Water Commission were meeting this evening. He did attend the Historic District Commission meeting. He said the Commission discussed the Jack's Chevrolet property and that it is their wish that the Town have control of the look of the property when it is developed. They also discussed the improvements to the Town Green to make it ADA compliant and would like to see a sample of the materials to be used.

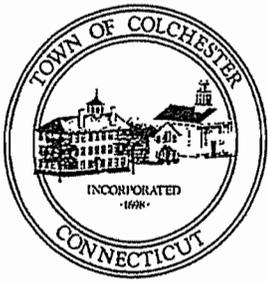
No report from R. Coyle or D. Mizla.

**19. Adjourn**

M. Caplet moved to adjourn at 10:03 p.m., seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY.

Respectfully submitted,

Gail Therian, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

RECEIVED  
COLCHESTER, CT  
2014 FEB 26 AM 11:40

NANCY A. BRAY  
TOWN CLERK  
*Nancy A. Bray*

Gregg Schuster, First Selectman

Board of Selectmen Minutes  
SPECIAL Meeting Minutes  
Tuesday, February 25, 2014  
Bacon Academy Cafeteria – 7:00 PM

**MEMBERS PRESENT:** First Selectman Gregg Schuster, Selectman Stan Soby, Selectman Denise Mizla, Selectman Rosemary Coyle and Selectman Mike Caplet

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Rob Tarlov (via teleconference), James McNair, John Ringo, Tom Kane, Atty. Patrick McHale and Gail Therian

**1. Call to Order**

First Selectman G. Schuster called the meeting to order the Special Meeting of Tuesday, February 25, 2014 at 7:08 p.m. G. Schuster told the Board that M. Cosgrove, CFO was attending the Board of Education meeting in Bacon Academy and would be available to answer any questions.

**2. Executive Session to Discuss Separation Agreement with a Town Hall Employee –**

S. Soby moved to go into Executive Session to discuss Separation Agreement with a Town Hall Employee, and to invite the members of the Board of Finance, the Chief Financial Officer and Atty. Patrick McHale, seconded by M. Caplet. Unanimously approved. MOTION CARRIED

Entered into executive session at 7:10 p.m.  
The Board exited from executive session at 7:41 p.m.

**3. Budget Transfers**

Motion by M. Caplet to move the appropriation of \$34,295 from the General Fund – Unassigned Fund Balance to Tax Collector – Regular Salary for \$31,858 and Tax Collector FICA and Retirement for \$2,437 for Separation Agreement with the Tax Collector, seconded by S. Soby. Unanimously approved. MOTION CARRIED.

**4. Recess for Board of Finance Meeting**

R. Coyle motioned to go into recess until the conclusion of the Board of Finance meeting, seconded by S. Soby. Unanimously approved. MOTION CARRIED

Board of Selectmen recessed at 7:43 p.m.

G. Schuster called the Board of Selectmen meeting back to order at 7:45 p.m.

**5. Discussion and Possible Action on a Separation Agreement with a Town Hall Employee**

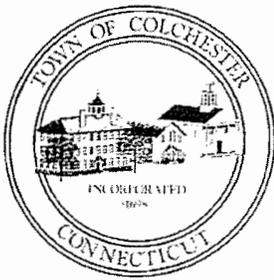
Motion by M. Caplet to approve the Separation Agreement with the Tax Collector, Tricia Coblentz, and to authorize the First Selectman to execute said Agreement, seconded by S. Soby. Unanimously approved. MOTION CARRIED

**6. Adjourn**

S. Soby moved to adjourn at 7:46 p.m., seconded by M. Caplet. Unanimously approved. MOTION CARRIED

Respectfully submitted,

Gail Therian, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 2/19/2014

## BOARDS & COMMISSIONS 02-20-14A0 APPLICATION

Name: Russell Melmed

Address: 219 Carli Blvd Colchester, CT. 06415

Home Phone: 860-705-4453

Email: rmelmed@sbcglobal.net

FAX:

Work Phone: 860-448-4885 x311

Email rmelmed@llhd.org

Town Residency

4

Years

Party Affiliation:

Democrat

Republican

Unaffiliated

(circle one)

Commission or Board you are interested in serving on: Chatham Health District

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

College: Clark University, Worcester, MA, graduated with a Bachelor's degree in Biology

University of Connecticut, Farmington, CT, graduated with a Master's degree in Public Health

Trade, Business  
Or Correspondence  
School \_\_\_\_\_  
\_\_\_\_\_

CONTINUED ON REVERSE SIDE

**Work Experience: List length of employment, name and address of employer, position & reason for leaving:**

Current employment: Ledge Light Health District, 216 Broad St. New London, CT – Epidemiologist, 2010-present

Previous employment: American Red Cross, 209 Farmington Ave Farmington, CT – Senior Research Associate, 2001-2010, left to pursue a career in public health service.

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

**Why are you interested in serving?**

I would like to help ensure that the residents of my town receive the highest quality, most effective and most efficiently delivered public health services possible. In an era of stagnant or contracting budgets, I feel that my experience in the area of public health coupled with my familiarity with Colchester's needs can help steer the district towards that end.

**Do you have any experience or familiarity with this area?**

I have worked in a public health district for 4 years, having operational experience in all areas of service delivery, including environmental health, communicable disease, emergency preparedness, health education, and regulation enforcement. I also appreciate the competing pressures inherent in delivering these services within budgetary constraints.

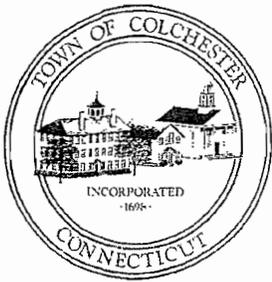
If you are not appointed to this board or commission, would you be interested in other forms of public service? No

Which ones? \_\_\_\_\_

Date: 2/19/2014

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





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 12-20-13

## BOARDS & COMMISSIONS APPLICATION

Name: Bruce H Fox

Address: 567 Westlister Road Colchester, CT. 06415

Home Phone: 267-0752 Email bhfox@aol.com FAX: \_\_\_\_\_

Work Phone: 723-2124 Email bhfox@ctnews.com Town Residency 25 Years

Party Affiliation: Democrat Republican Unaffiliated (circle one)

Commission or Board you are interested in serving on: Econ. Development

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: William H. A. High 73 High Hous

College: UConn School of Connecticut 1977.  
Wharton School of Business / Entrepreneurial Programs

Trade, Business Or Correspondence School: CT Media Mentoring

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

CT 1 media / Fox CT 10 years Hosted CT  
WTWS / WHPX / PAX NBC 17 years Sales / General Manager  
Vice President - Took a buy out.

Are you capable of making the commitment of time necessary to serve on this Board or Commission? yes

Why are you interested in serving? My commitment to new business development has been recognized throughout my career. Having managed a TV operation I recognized the need to serve your committee's needs, and to have a vision of what needs to be done to accomplish the goal.

Do you have any experience or familiarity with this area?

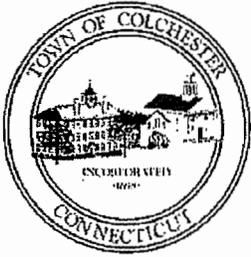
My current position puts me in the lead role for the largest media group in CT. as a business development specialist, my awareness of who is coming into the state is acute, and my passion to serve Colchester is high. I work with business leaders, and CEO's every day in my job.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? This is my true strength, but I am open to things that benefit Colchester's growth.

Date: 12-20-13

Signature: Bruce H. Fox



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 2/4/2014

## BOARDS & COMMISSIONS APPLICATION

Name: Denise Ward

Address: 5 Village Court Colchester, CT. 06415

Home Phone: 860-334-8267 (cell) Email denise.ward@uconn.edu FAX: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email \_\_\_\_\_ Town Residency 3.5 Years

Party Affiliation:  Democrat  Republican  Unaffiliated (circle one)

Commission or Board you are interested in serving on: Ethics Commission

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: See cv

College: See cv

Trade, Business see cv

Or Correspondence \_\_\_\_\_

School \_\_\_\_\_

CONTINUED ON REVERSE SIDE

**Work Experience: List length of employment, name and address of employer, position & reason for leaving:**

see cv

**Are you capable of making the commitment of time necessary to serve on this Board or Commission?** yes

**Why are you interested in serving?**

I am interested in the study of standards and ethics and teach these subjects at the graduate level.

I have an interest in public service that avoids political issues.

**Do you have any experience or familiarity with this area?** I have many years of experience determining whether medical service providers (physical therapists and physicians) met an acceptable standard of care. These decisions often include determination of whether a specific act met defined ethical principles.

**If you are not appointed to this board or commission, would you be interested in other forms of public service?**

**Which ones?** probably not

**Date:** 2/4/2014

**Signature:**

Denise Ward

## CURRICULUM VITAE

Denise Ward, PT, MS  
5 Village Court  
Colchester, CT

CT PT license # 001374  
(860) 486-0020 (office)  
(860) 334-8267 (mobile)

Electronic Mail: Denise.Ward@uconn.edu

### Education:

#### Graduate

University of Connecticut  
Storrs, Conn.  
1980 to 1983  
Allied Health, Master of Science

#### Undergraduate

University of Connecticut  
Storrs, Conn.  
1967 to 1971  
Physical Therapy, Baccalaureate

University of Connecticut  
Storrs, Conn.  
1988 to 1990  
Horticulture, Baccalaureate

### Employment

Director of Clinical Education  
University of Connecticut Physical Therapy Program  
Storrs, Conn.  
1994 to present  
Job functions: Manage all matters related to PT student clinical internships

Physical Therapist Consultant – Medicare  
United Health Care, Government Operations  
Meriden, Conn.  
1987 to 2001  
Job Functions: Review of PT, OT and SLP Medicare Claims, Investigation of Fraud and Abuse,  
Writing Local Medical Review Policies

Staff Physical Therapist  
Valley Physical Therapy  
Middletown, Conn.  
1992 to 1994  
Job Functions: Direct orthopedic patient care

Vice President  
Easter Seal Rehabilitation Center  
Uncasville, Conn.  
1980 to 1988  
Job Functions: Managed the pediatric rehabilitation service

Director, Physical Medicine  
Backus Hospital  
Norwich, Conn.  
1976 to 1980  
Job Functions: Managed the Physical Medicine Dept. , provided direct acute care physical therapy

Staff physical therapist positions  
New Mexico, Minnesota, Maine, Conn.  
1971 to 1976  
Job Functions: Direct acute care physical therapy

**Consultative Positions**

PT Consultant, Regulations Enforcement  
Conn. Dept. of Public Health  
1996 to present

Disciplinary Panelist, Medical Examining Board  
Office of Adjudications  
Conn. Dept. of Public Health  
1/99 to present

Conn. Hospital Association, Task Force on Clinical Placement Capacity Assessment, 1/07-6/08

Physical Therapist Consultant for Medicare Fraud  
Federal Bureau of Investigations  
1995- 2000

Physical Therapist Consultant for Medicare Fraud  
Office of the Inspector General  
1995- 2000

**Certifications:**

APTA Credentialed Clinical Instructor  
APTA Credentialed Advanced Clinical Instructor  
APTA Credentialed Clinical Trainer

**Professional Presentations:**

Credentialed Clinical Instructor Program  
Hartford, CT February, 2011

Legal and Ethical Requirements for Conn. Physical Therapists  
EastConn Regional Education Conference, February, 2011

Credentialed Clinical Instructor Program  
APTA National Conference, Boston June, 2010

Credentialed Clinical Instructor Program  
Groton, CT, April, 2010

Credentialed Clinical Instructor Program  
Springfield, MA, October, 2009

Medicare Documentation  
Connecticut Physical Therapy Association Fall Conference, October, 2008

New Part B Medicare Regulations  
Eastern Connecticut Health Network, Oct. 2007

Correct use of Current Procedural Terminology Codes  
Conn. Children's Medical Center, March 2008

Documentation Requirements: New Medicare Regulations and Connecticut Requirements  
Connecticut Physical Therapy Association Fall Conference, Oct. 2006

Physical Therapy Documentation Standards  
EastConn Regional Education Conference, April, 2006

Membership in Professional Organizations:

American Physical Therapy Association (APTA)  
Sections: Education and Health Policy and Administration  
Connecticut Physical Therapy Association (CPTA)  
New England Consortium of Academic Coordinators of Clinical Education (NECACCE)

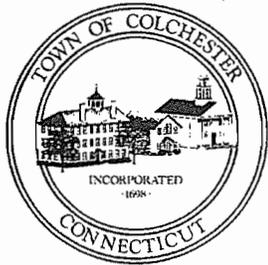
Community Service:

- Volunteer Physical Therapist, St Luc's Hospital, Haiti, July 2012
- Connecticut Physical Therapy Association (CPTA), Quality Management and Practice Committee, Member 1978-2009 – Chair: 1984-1989
- New England Consortium of Academic Coordinators of Clinical Education:  
Administration Committee, Member 2004- present  
Clinical Faculty Institute Committee, Member 2005-2010  
Workshop Committee, Member 2009-present

Recent Continuing Education Attended:

APTA Combined Sections Meeting, February, 2012  
APTA National Meeting, District of Columbia, June 2011  
APTA National Meeting, Boston, June, 2010  
APTA Advanced Clinical Instructor Credentialing Program, March, 2010  
Assessment, Research and Evaluation Colloquium, NEAG school of education, April 2010  
Developing Effective Multiple Choice Tests, Institute for Teaching and Learning, February, 2010  
Opportunities in Clinical Education: Maximizing Learning for All Students, October, 2009  
The Basics of Digital Imaging, October, 2009  
APTA Professionalism Modules 1-3, August, 2009  
APTA CPI Training Course, Sept. 2009  
Sexual Harassment, May, 2009  
Embracing Clinical Education Standards, October, 2008  
CPTA Fall Conference, October, 2008  
APTA Train the Trainer Course, April, 2008  
Legal Issues In Clinical Education, April, 2008  
APTA, CSM, Nashville, TN, February, 2008

UConn Winter Teaching Institute, January, 2008  
Clinical Education Invitational Conference, Springfield, MA November, 2007  
APTA Educational Leadership Conference, Minneapolis, October, 2007  
Evidence Based Practice is Here to Stay: How to Make it Work in Your Clinical Setting, October, 2007  
Mentoring Professionalism in the Clinical Setting: How Do We Inspire Students?, April, 2007  
Use of Electronic Student Response System, March, 2007  
APTA, CSM, Boston, MA, February, 2007  
Getting Started with Student Learning Assessment, January, 2007  
Functional Performance Tests, November, 2006  
APTA, AASIG Mtg, Chrystal City, VA, October, 2006  
Clinical Instructor Education and Credentialing Program, September, 2006  
Case – Based Instruction, May 2006  
APTA, CSM, San Diego, CA, February, 2006  
Practical Strategies for Teaching Ethics In Clinical Education, November, 2005  
Positive Behavior Support, October, 2005  
APTA, Annual Meeting, Boston, MA, June, 2005  
Innovative Approaches to Clinical Education, April, 2005



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

---

March 3, 2014

To: Colchester Board of Selectmen  
Copy: James Paggioli – PWD, Maggie Cosgrove – CFO  
From: Salvatore Tassone P.E – Town Engineer   
Re: Additional appropriation to fund the Paper Mill Road Bridge Feasibility of Improvements Study.

As a follow up to the Board of Selectmen's request to obtain two additional cost estimates for the referenced item, in order to comply with the town's purchasing policy, I contacted Lenard Engineering Inc. and Weston & Sampson, consulting firms that have previously performed work for the Town of Colchester. The three bids received are as follows:

Original Bid from Anchor Engineering Services Inc. = \$3,900 lump sum fee

Lenard Engineering, Inc. = \$1,800 lump sum fee (copy of bid attached)

Weston & Sampson = \$6,000 lump sum fee (copy of bid attached)

All three proposals are very similar. A notable difference is Anchor's more detailed/inclusive proposal to explore several funding sources and Anchor's advantage of having been present during the Town's on-site meeting with DOT representatives and the abutting property owner. Also, both Anchor and Weston & Sampson give specific mention to performing a review of the abutment conditions to determine the need for reinforcement/remediation.

## Sal Tassone

---

**From:** Jim Ericson <ericson@lenard-eng.com>  
**Sent:** Tuesday, February 25, 2014 11:34 AM  
**To:** Sal Tassone  
**Subject:** Quotation for Feasibility Study, Paper Mill Road Bridge over Jeremy River

Sal- Thanks for asking Lenard Engineering, Inc (LEI) to submit a proposal on this project. As discussed, we will complete the following scope of work for the Town:

- Review the recent DOT inspection report
- Conduct a detailed field inspection, take critical measurements and photos
- Prepare a feasibility study to determine one or more feasible repair options, as well as a replacement option.
- Develop conceptual design plans for the recommended repair option as well as the replacement option.
- Develop conceptual level cost estimates for construction of each option, as well as estimates for additional engineering, surveying, permitting, design, and construction administration.

We will provide you with a draft copy of our report, meet with you on one occasion to review this in person, and make agreed upon changes to the final report. Our final deliverable will allow the Town to make necessary decisions on how to proceed with improvements as well as the needed funding for this work.

LEI will complete this work for a lump sum fee of \$ 1,800.

Please contact me with any questions or comments. Thank you for this opportunity.

Jim Ericson, PE  
Vice President  
Lenard Engineering, Inc.  
2210 Main Street  
P.O. Box 1088  
Glastonbury, CT 06033  
Direct Dial (860) 266-4460  
Tel: (860) 659-3100  
Fax: (860) 659-3103

## Sal Tassone

---

**From:** Grandy, Peter <grandyp@wseinc.com>  
**Sent:** Tuesday, February 25, 2014 4:23 PM  
**To:** Sal Tassone  
**Cc:** Jacobs, Ingrid  
**Subject:** Paper Mill Road over Jeremy River (Bridge No. 05528)

Mr. Tassone,

I am forwarding you a scope of services for the Feasibility report that you requested including the preparation for the preliminary application to CDOT to seek Federal funding under the State Local Bridge Program. This bridge is eligible for Federal Funding.

### Scope of Services

#### Task 1.0 Site Visit, Condition Inspection and Feasibility Report

- 1.1 Visit the site to become familiar with the bridge, stream and other significant site features.
- 1.2 Visual inspection those areas of the site and bridge components which are accessible from outside of the stream.
- 1.3 Take a photographic record of the bridge and site.
- 1.4 Evaluate rehabilitation alternatives to repair or replace the existing bridge.
- 1.5 Determine feasible methods to replace or repair the existing superstructure.
- 1.6 Review the condition at the abutment to determine if remediation is also required.
- 1.7 Discuss methods with the Town and make a recommendation as to the most cost efficient approach for the rehabilitation or replacement of bridge.

#### Task 2.0 Application Preparation

- 2.1 Assist town in preparation of preliminary application to the Connecticut Department of Transportation (CDOT) to seek Federal Funding under the State Local Bridge Program.

The anticipated cost to perform this work would be \$6000.00.

Should you have any questions please do not hesitate to call me.

Thank you,

**Peter J. Grandy, P.E.**  
Chief Structural Engineer

***Weston&Sampson®***

273 Dividend Road  
Rocky Hill, Connecticut 06067  
[www.westonandsampson.com](http://www.westonandsampson.com)  
Office: 860-513-1473  
Direct: 800-726-7766 ext. 3012  
Fax: 860-513-1483

To: Gregg Schuster; Board of Selectman

From: Adam Turner

Re: Final Design; Linwood Avenue

Date: February 27, 2014

### MEMORANDUM

In September 2012 the Town applied for a State funded Main Street Investment Grant (MSIG) for a streetscape project on Linwood Avenue. The Main Street Investment Fund Program providing grants of up to \$500,000 to eligible municipalities that have approved plans to develop or improve their town's commercial centers. The Main Street Investment Fund Program is administered by the Office of Policy and Management (OPM) through an application process. Over 80 communities applied for these grants.

In July 2013, Governor Malloy announced that 14 communities had been selected to receive MSIG grants and that Colchester was one of the Towns selected. The Town was awarded \$285,000 to complete the project

Enclosed is the final design and bid specifications. The design addresses the DOT staff comments made during an October 2013 site walk. The staff's intent is to hold a non-mandatory pre-bid conference for interested contractors on Friday March 21, 2014 and to have a bid opening on April 4, 2014. The project will be completed by September 2014.

Motion: To accept the final design and bid specifications package for the Linwood Avenue Streetscape Project and permit the First Selectman to execute such documents to complete the project.

# **PROPOSED STREETScape IMPROVEMENTS**

**(Repair of existing sidewalks and proposed stamped concrete sidewalk)  
Linwood Avenue, Colchester CT.**



## **Bid Proposal and Technical Specifications**



*Partial Funding by:*

Connecticut Department of Housing  
DOH Grant No. MS-13-028-01

*Prepared in conjunction with:*

Town of Colchester Engineering,  
Planning and Public Works Departments

**BREWSTER | ARCHITECTS<sub>LLC</sub>**  
Lebanon, Connecticut

*Prepared for the:*

**Town of Colchester**  
127 Norwich Avenue  
Colchester, CT

**Issued for: Bidding and Construction  
28 Feb 2014 - Rev1**

**BID PROPOSAL**

**PROPOSED STREETScape IMPROVEMENTS**  
**(Repair of existing sidewalks and proposed stamped concrete sidewalk)**  
**Linwood Avenue, Colchester Connecticut**

TO: Gregg Schuster  
 First Selectman  
 127 Norwich Avenue  
 Colchester, CT. 06415

The undersigned, having familiarized (himself, itself, themselves) with the existing conditions on the Project Site affecting the cost of the work, and with the Contract Documents for the Proposed Streetscape Improvements Linwood Avenue, Colchester CT., hereby proposes to furnish all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, services, materials not supplied by the Owner, and anything else necessary, including utility and transportation services required to perform and complete this Contract, all in accordance with the Contract Documents, at end for the unit prices for work in place for the following work items.

Unit prices are to be written in both words and figures. In case of discrepancy, the unit price shown in words will govern.

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	5" thick concrete sidewalk	3,120	S.F.		
	UNIT PRICE IN WORDS:				
2	8" thick concrete sidewalk with 6x6x2.9x2.9 wire mesh	320	S.F.		
	UNIT PRICE IN WORDS:				
3	5" thick stamped concrete (accent) sidewalk	3,840	S.F.		
	UNIT PRICE IN WORDS:				
4	Cut bituminous concrete	150	L.F.		
	UNIT PRICE IN WORDS:				
5	Bituminous concrete drive 3" thick	300	S.F.		
	UNIT PRICE IN WORDS:				
6	Bituminous concrete curb 6" high	30	L.F.		
	UNIT PRICE IN WORDS:				
7	Extruded concrete curb 8" high	380	L.F.		
	UNIT PRICE IN WORDS:				

**PROPOSED STREETScape IMPROVEMENTS**  
 (Repair of existing sidewalks and proposed stamped concrete sidewalk)  
 Linwood Avenue, Colchester CT.  
 February 28, 2014 – Rev1

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8	Reset existing signs	15	EA.		
	UNIT PRICE IN WORDS:				
9	Reset/reconstruct existing roof drain discharge pipe	1	L.S.		
	UNIT PRICE IN WORDS:				
10	Reset/reconstruct existing utility vault	1	L.S.		
	UNIT PRICE IN WORDS:				
11	Replace existing "C-L" catch basin including all drain connections	1	L.S.		
	UNIT PRICE IN WORDS:				
12	Reset existing stone sidewalk	80	S.F.		
	UNIT PRICE IN WORDS:				
13	Regrade existing lawn/apply loam, seed, fertilizer and mulch	600	S.Y.		
	UNIT PRICE IN WORDS:				
14	Hay matting for slope stabilization	250	S.Y.		
	UNIT PRICE IN WORDS:				
15	E&S Controls/silt sacks at catch basins	1	L.S.		
	UNIT PRICE IN WORDS:				
16	ADA Sidewalk ramps at road crossings	3	EA.		
	UNIT PRICE IN WORDS:				
17	Solar lighting fixtures	7	EA.		
	UNIT PRICE IN WORDS:				
18	Concrete light pole base	7	EA.		
	UNIT PRICE IN WORDS:				
19	Street furnishings: Benches	4	EA.		
	UNIT PRICE IN WORDS:				
20	Street furnishings: Planters	5	EA.		
	UNIT PRICE IN WORDS:				
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT

**PROPOSED STREETScape IMPROVEMENTS**  
 (Repair of existing sidewalks and proposed stamped concrete sidewalk)  
 Linwood Avenue, Colchester CT.  
 February 28, 2014 – Rev1

				<b>PRICE</b>	
21	Trees	8	EA.		
	UNIT PRICE IN WORDS:				
22	Trees Grates	7	EA.		
	UNIT PRICE IN WORDS:				
23	Plantings: Mid-height plants	28	EA.		
	UNIT PRICE IN WORDS:				
24	Plantings: Low-height plants	18	EA.		
	UNIT PRICE IN WORDS:				
25	Plantings: Groundcover	1,900	EA.		
	UNIT PRICE IN WORDS:				
26	Sloped Paving (granite block)	660	S.F.		
	UNIT PRICE IN WORDS:				
<hr/>					
<b>TOTAL PRICE:</b>					
<b>TOTAL PRICE IN WORDS:</b>					

The undersigned agrees, if awarded the Contract, to execute and complete the work within 120 days after issuance of Notice to Proceed.

The undersigned has checked carefully all the above figures and understands that the Owner will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

The Bidder acknowledges the receipt of the following addenda:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Enclosed is the Bidder's Bond, Certified Check or Cashier's Check No. \_\_\_\_\_ in the amount of five (5%) of the Bid.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding, including selecting other than the low bid as may be deemed in the best interest of the Town of Colchester.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the scheduled closing time for receiving bids:

**PROPOSED STREETScape IMPROVEMENTS**  
**(Repair of existing sidewalks and proposed stamped concrete sidewalk)**  
**Linwood Avenue, Colchester CT.**  
**February 28, 2014 – Rev1**

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver Insurance Certificates and Save Harmless endorsement with Insurance Certificate, in addition to a Performance Bond in the amount of 100% of Bid.

The Bid Security attached in the sum of \_\_\_\_\_ is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

(Seal – if bid is by a corporation)

**TOWN OF COLCHESTER  
NOTICE OF BID**

**PROPOSED STREETScape IMPROVEMENTS  
(Repair of existing sidewalks and proposed stamped concrete sidewalk)  
Linwood Avenue, Colchester Connecticut.**

Sealed bids are invited and will be received by the Town of Colchester, CT. until **2:00 p.m. Friday, April 4, 2014**, at the Colchester Town Hall, in the First Selectman's Office, 127 Norwich Avenue, Colchester, Connecticut at which time and place they will be publicly opened and read aloud.

Proposals must be submitted on the forms provided and in a sealed envelope plainly marked with the appropriate title.

A non-mandatory pre-bid conference to review the project will be held at **2:00 p.m. Friday, March 21, 2014** at the First Selectman's Office, 127 Norwich Avenue, Colchester, CT.

The Bid Proposal, Specifications and other contract documents may be obtained or examined at the First Selectman's Office, 127 Norwich Avenue, Colchester, Connecticut from 8:30 a.m. - 4:30 p.m., Monday thru Friday. The cost for the bid package is \$50.00, non-refundable. Checks should be made out to the Town of Colchester.

The Town of Colchester reserves the right to accept or reject any or all bids; to waive any informality, or; to accept any bid deemed in the best interests of the Town of Colchester.

All bids will be considered valid for a period of forty-five (45) days.

AN AFFIRMATIVE ACTION/EQUAL OPPORTUNITY EMPLOYER

## TECHNICAL SPECIFICATIONS

### INDEX TO TECHNICAL SPECIFICATIONS

SECTION	TITLE
1.0	Summary of Work
2.0	Measurement and Payment
3.0	Maintenance and Protection of Traffic
4.0	Work On Or Near Private Property
5.0	Excavation Notifications
6.0	Concrete Sidewalks
7.0	Cut Bituminous Concrete Pavement
8.0	Loam, Seed, Fertilizer and Mulch
9.0	Soil Erosion Control
10.0	Stamped Concrete Sidewalk
11.0	Extruded Concrete Curb
12.0	Bituminous Concrete Curb
13.0	Reset Existing Signs
14.0	Reset/reconstruct existing roof drain discharge pipe
15.0	Reset/reconstruct existing utility vault
16.0	Replace existing “C-L” catch basin including all drain connections
17.0	ADA Sidewalk Ramp
18.0	Sloped Granite Paving
19.0	Reset Existing Stone Sidewalk
20.0	Install Trees/Shrubs/Groundcover Plantings
21.0	Tree Grates
22.0	Street Furnishings
23.0	Solar LED Light Fixtures and Posts
24.0	Concrete Light Pole Bases

## **1.0 SUMMARY OF WORK**

---

### **1.01 Description:**

- A. The work under this contract covers the repair/construction of concrete sidewalks, construction of stamped concrete sidewalk and associated proposed streetscape improvements.

### **1.02 Location of Site:**

- A. The work site for this contract lies in the Town of Colchester and encompasses the south side of Linwood Avenue from South Main Street to the Stop & Shop entrance drive (approximately Kmick Lane), and the north side from South Main Street to Cragin Court.

### **1.03 Grades, Lines and Levels:**

- A. The contractor shall lay out his own work. The Owner (Town of Colchester) will establish such general reference points as in its judgment will enable the Contractor to proceed with the work. The Contractor, at his own expense, shall provide all materials and equipment and such qualified helpers as necessary for setting the general reference points and shall protect and preserve all stakes, benches, and other markers used to identify the reference points. The Contractor shall lay out all the Contract work from said reference point and shall be responsible for the accuracy of all lines, grades, and measurements.

### **1.04 Intent:**

- A. The entire work provided for in these technical specifications and on the Drawings shall be constructed and finished in every respect in a good workmanlike manner. All parts necessary for the proper and complete execution of the work whether the same may have been specifically mentioned or not, or indicated in a manner corresponding with the rest of the work, as if the same were particularly described and specifically provided for herein. It is not intended that the Drawings shall show every detail piece of material or equipment, but such parts and pieces as may be in accordance with the best practices and regulatory requirements, even though not shown, shall be furnished and installed. Unless otherwise noted all work shall be in conformance with the State of Connecticut Department of Transportation Standard Specifications for Roads, Bridges and Incidental Construction Form 814, 1988 or latest.

### **1.05 Project Duration:**

- A. The project duration is anticipated to be approximately 4 months (120 days) or less.
  - a. All concrete and lawn work shall be completed prior to cold weather not later than October 31, 2014; thereby making cold weather protections un-necessary. However, street furnishings and lighting installations may be installed after October 31, 2014; weather permitting and with the express approval of the Town Engineer.

### **1.06 Job Site Progress Meetings:**

- A. Conduct periodic job site meetings at intervals to be determined at the pre-construction conference, for the purpose of reviewing, scheduling and coordinating project progress, as well as other matters of general interest to the project.
- B. Notify Engineer/Owner and all major subcontractors involved in work to be discussed of each meeting. Keep written record of the minutes of each meeting, and make record available for review by any person attending each meeting, and by the Engineer/Owner whether or not present at any meeting.

**1.07 Survey Assistance:**

- A. Furnish helpers on an as needed basis to assist Engineer/Owner in checking work.

**2.0 MEASUREMENT AND PAYMENT**

---

**2.01 General:**

- A. Payment for the work will be made when the work outlined in the specifications is completed or in accordance with the terms stated herein. Invoices shall be prepared in prescribed form by the Contractor and shall be submitted to the Owner in triplicate for checking and certifications. No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay from any cause in the progress of work, whether such hindrance or delays be avoidable or unavoidable.
- B. Each invoice shall provide for 5% retainage which will be released after 'Final Project Acceptance' by the Town.

**2.02 Description:**

- A. The following Sections describe the measurements of, and payment for, the work to be done under the respective items listed in the Bid.
- B. Each unit price stated shall constitute full compensation as herein specified, for each item of work completed in accordance with the Drawings and specifications.
- C. No separate payments will be made for cleaning up. Such clean-up shall be considered incidental to the item to which it applies and shall be included in the price for that item.

**2.03 Measurement:**

- A. Scope of measurement and payment shall be as follows:

ITEM No.	SPEC TITLE	SPEC SECTION	MEASUREMENT	PAYMENT
1	Maintenance and Protection of traffic (uniformed officers)	3.0	none	Base Bid
2	Work On Or Near Private Property	4.0	none	Base Bid
3	Excavation Notifications	5.0	none	Base Bid
4	Concrete Sidewalks	6.0	S.F.	Per S.F.
5	Cut Bituminous Concrete Pavement	7.0	L.F.	Per L.F.
6	Loam, Seed, Fertilizer and Mulch	8.0	S.Y.	Per S.Y.
7	Soil Erosion Control	9.0	none	Base Bid
8	Stamped Concrete Sidewalk	10.0	S.F.	Per S.F.
9	Extruded Concrete Curb	11.0	L.F.	Per L.F.
10	Bituminous Concrete Curb	12.0	L.F.	Per L.F.
11	Reset Existing Signs	13.0	EA.	Per EA.
12	Reset/Reconstruct Existing Roof Drain	14.0	L.S.	Lump Sum

	Discharge Pipe			
13	Reset/Reconstruct Existing Utility Vault	15.0	L.S.	Lump Sum
14	Replace Existing “C-L” Catch Basin, Including All Drain Connections	16.0	L.S.	Lump Sum
15	ADA Sidewalk Ramp	17.0	EA.	Per EA.
16	Sloped Granite Paving	18.0	S.F.	Per S.F.
17	Reset Existing Stone Sidewalk	19.0	S.F.	Per S.F.
18	Install Trees/Shrubs/Groundcover Plantings	20.0	EA.	Per EA.
19	Tree Grates	21.0	EA.	Per EA.
20	Street Furnishings: Benches and Planters	22.0	EA.	Per EA.
21	Solar LED Light Fixtures and Posts	23.0	EA.	Per EA.
22	Concrete Light Pole Bases	24.0	EA.	Per EA.

**2.04 Payment Items**

**ITEM 1 - MAINTENANCE AND PROTECTION OF TRAFFIC**

- A. The work covered by this Section will not be measured for payment.
- B. No separate payment will be made for Maintenance and Protection of Traffic. The cost of such work shall be considered included in the contract unit price bid for each respective item.

**ITEM 2 - WORK ON OR NEAR PRIVATE PROPERTY**

- A. The work covered by this Section will not be measured for payment.
- B. No separate payment will be made for Work on or near Private Property. The cost of such work shall be considered included in the contract unit price bid for each respective item.

**ITEM 3 - EXCAVATION NOTIFICATIONS**

- A. The work covered by this Section will not be measured for payment.
- B. No separate payment will be made for Agency Notification. The cost of such work shall be considered included in the contract unit price bid for all work requiring excavation, including but not limited to Concrete Sidewalks, Stamped Concrete Sidewalks and Plantings installation.

**ITEM 4 - CONCRETE SIDEWALKS**

- A. This work will be measured by the actual number of square feet of completed and accepted concrete sidewalk.
- B. Any sidewalks, which during the course of construction and throughout the concrete curing period are damaged by negligent operations of the Contractor shall be repaired or replaced by the Contractor at his own expense as directed by the Engineer. Said repairs/replacements will not be measured for payment.

- C. EXCAVATION: Excavation below the finished grade of the sidewalk, the formation and compaction of embankments, grading, backfilling, disposal of surplus material, and repair of driveways as necessary will not be measured for payment, but the cost shall be included in the price bid for the sidewalk.
- D. GRAVEL BASE: This work will not be measured for payment but the cost included in the price bid for the sidewalk.
- E. REINFORCEMENT: This material will not be measured for payment but the cost included in the price bid for the sidewalk.
- F. CONCRETE SIDEWALK: This work will be paid for at the contract unit price per square foot complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, formation and compaction of embankments, gravel base, concrete, expansion joints, joint sealer, driveway repairs, reinforcement, and all materials, equipment, tools, labor and work incidental to or necessary for the completion of the Item.
- G. There will be no direct payment for adjusting to grade merestones, water gates, manhole frames and covers, hatchways or other existing surface structures in any existing concrete sidewalk, driveway ramp or pedestrian ramp, but the cost of this work shall be considered as included in the general cost of the work.

**ITEM 5 - CUT BITUMINOUS CONCRETE PAVEMENT**

- A. This work will be measured by the actual number of lineal feet of completed and accepted cut bituminous concrete Pavement.

**ITEM 6 - LOAM, SEED, FERTIZER AND MULCH**

- A. This item will be measured by the actual number of square yards of completed and accepted areas which are loamed, seeded, fertilized and mulched as indicated on the drawings or as directed by the Engineer.
- B. Any excavation required to provide for the specified thickness of loam in the designated area will not be measured for payment but the cost shall be included in the price bid for loam, seed, fertilizer and mulch.
- C. "Loam, seed, fertilizer and mulch" measured as provided above, will be paid for at the Contract unit price bid per square yard completed and accepted in place, which price shall include all materials, equipment, tools, excavation, labor and work incidental thereto.

**ITEM 7 - SOIL EROSION and CONTROL**

- A. The work covered by this Section will not be measured for payment.
- B. No separate payment will be made for Soil Erosion and Control. The cost of such work shall be considered included in the contract unit price bid for Concrete Sidewalks, Stamped Concrete Sidewalks and Plantings installation.

**ITEM 8 - STAMPED CONCRETE SIDEWALKS**

- A. Stamped concrete: This work will be measured by the actual number of square feet of completed and accepted stamped concrete as indicated on the drawings or as directed by the Engineer.
- B. Excavation below the finished grade, backfill or removal of surplus materials shall not be measured for payment, but the cost will be included in the cost of stamped concrete.

- C. Gravel or reclaimed miscellaneous aggregate will not be measured for payment, but the cost will be included in the cost of stamped concrete.
- D. This work will be paid for at the contract unit price per square foot for “stamped concrete” complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, color additives, stamp pattern, equipment, tools, labor and incidental thereto.

**ITEM 9 - EXTRUDED CONCRETE CURB**

- A. Extruded concrete curb will be measured by length in linear feet along the base of the curb face.
- B. The footage for removal and replacement of concrete straight curb, curb and gutter, and flume, measured as specified, will be paid for at the contract unit price per linear foot. The contract unit price shall be full compensation for furnishing all material, including concrete masonry, transverse expansion material, backfill material, removal and disposal of existing bituminous concrete curb and pavement structure and any surplus material and site restoration.

**ITEM 10 - BITUMINOUS CONCRETE CURB**

- A. Bituminous concrete curb will be measured by length in linear feet along the base of the curb face.
- C. The footage for removal and replacement of concrete straight curb, curb and gutter, and flume, measured as specified, will be paid for at the contract unit price per linear foot. The contract unit price shall be full compensation for furnishing all material, including concrete masonry, transverse expansion material, backfill material, removal and disposal of existing bituminous concrete curb structure and any surplus material and site restoration.

**ITEM 11 - RESET EXISTING SIGNS**

- A. This item shall be measured by each relocated sign, in-place including new sign socket where re-installed in new concrete sidewalk or stamped concrete sidewalks.
- B. The resetting of all signs indicated will be paid for at the contract unit price per each sign.

**ITEM 12 - RESET/RECONSTRUCT EXISTING ROOF DRAIN DISCHARGE PIPE**

- A. The work covered by this Section will be by lump sum payment.
- B. The cost of such work shall include all excavation, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, pipe, fittings, accessories, equipment, tools, labor and incidental thereto.
- C. All work shall be in accordance with CTDOT specifications.
- D. All necessary permits shall be secured by the contractor.

**ITEM 13 - RESET/RECONSTRUCT EXISTING UTILITY VAULT**

- A. The work covered by this Section will be by lump sum payment.

- B. The cost of such work shall include all excavation, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, replacement vault structure and cover, conduit, fittings, accessories, equipment, tools, labor and incidental thereto.
- C. All work shall be in accordance with the utility company's specifications.
- D. All necessary permits shall be secured by the contractor.

**ITEM 14 - REPLACE EXISTING "C-L" CATCH BASIN INCLUDING ALL DRAIN CONNECTIONS**

- A. The work covered by this Section will be by lump sum payment.
- B. The cost of such work shall include all excavation, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, new type 'C-L' catch basin and grate, pipe, fittings, accessories, equipment, tools, labor and incidental thereto.
- C. All work shall be in accordance with CTDOT specifications.
- D. All necessary permits shall be secured by the contractor.

**ITEM 15 - ADA SIDEWALK RAMP**

- A. Concrete ramps with detectable warnings will be measured per each item installed.
- B. The footage for removal and replacement of concrete sidewalk, curb, bit. conc. patch, measured as specified, will be paid for at the contract unit price per each item. The contract unit price shall be full compensation for furnishing all material, including concrete masonry, transverse expansion material, backfill material, removal and disposal of existing concrete structure and any surplus material and site restoration.

**ITEM 16 - SLOPED GRANITE PAVING**

- A. Sloped Granite Paving: This work will be measured by the actual number of square feet of completed and accepted sloped granite as indicated on the drawings or as directed by the Engineer.
- B. Excavation below the finished grade, backfill or removal of surplus materials shall not be measured for payment, but the cost will be included in the cost of sloped paving.
- C. Gravel or reclaimed miscellaneous aggregate and paver bedding materials will not be measured for payment, but the cost will be included in the cost of sloped paving.
- D. Geotextile fabric and accessories (holding staples/pins, etc.) will not be measured for payment, but the cost will be included in the cost of sloped paving.
- E. This work will be paid for at the contract unit price per square foot for "sloped granite paving" complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, gravel or reclaimed miscellaneous aggregate base, geotextile fabric and accessories, equipment, tools, labor and incidental thereto.

**ITEM 17 - RESET EXISTING STONE SIDEWALKS**

- A. This work will be measured by the actual number of square feet of completed and accepted reset stone paving.
- B. Any existing granite paving, which during the course of construction are damaged by negligent operations of the Contractor shall be repaired or replaced by the Contractor at his own expense as directed by the Engineer. Said repairs/replacements will not be measured for payment.
- C. EXCAVATION: Excavation below the finished grade of the sidewalk, the formation and compaction of embankments, grading, backfilling, disposal of surplus material, and repair of driveways as necessary will not be measured for payment, but the cost shall be included in the price bid for the granite paving.
- D. GRAVEL BASE: This work will not be measured for payment but the cost included in the price bid for the sidewalk.
- E. RESET STONE PAVING: This work will be paid for at the contract unit price per square foot complete in place, which price shall include all excavation as specified above, backfill, disposal of surplus material, formation and compaction of embankments, gravel base, concrete, expansion joints, joint sealer, driveway repairs, reinforcement, and all materials, equipment, tools, labor and work incidental to or necessary for the completion of the Item.
- F. There will be no direct payment for adjusting to grade merestones, water gates, manhole frames and covers, hatchways or other existing surface structures in any existing sidewalk, driveway ramp or pedestrian ramp, but the cost of this work shall be considered as included in the general cost of the work.

**ITEM 18 - INSTALL TREES/SHRUBS/GROUNDCOVER PLANTINGS**

- A. This item shall be measured in per each item installed.
- B. Shrubs, planting materials and mulch indicated will be paid for at the contract unit price per each item.
- C. Excavation below the finished grade, backfill or removal of surplus materials shall not be measured for payment, but the cost will be included in the cost of tree/shrub planting.
- D. Planting materials, fabric, and mulch will not be measured for payment, but the cost will be included in the cost of tree/shrub planting.

**ITEM 19 - TREE GRATES**

- A. This item shall be measured per each tree grate indicated to be installed.
- B. Tree Grates indicated will be paid for at the contract unit price per each item.

**ITEM 20 - STREET FURNISHINGS: BENCHES and PLANTERS**

- A. This item shall be measured per each item installed.
- B. Furnishings indicated will be paid for at the contract unit price per each item.

**ITEM 21 - SOLAR LED LIGHT FIXTURES and POSTS**

- A. This item shall be measured per each unit installed, including pole, fixture. Excludes base.

- B. New solar light fixture, pole and base indicated will be paid for at the contract unit price per each unit.

**ITEM 22 - CONCRETE LIGHT POLE BASES**

- A. This item shall be measured per each unit installed, including base, excavation, backfill, etc. Excludes pole and fixture.
- B. New concrete light pole base indicated will be paid for at the contract unit price per each unit.

**3.0 MAINTENANCE AND PROTECTION OF TRAFFIC**

---

**3.01 Description:**

- A. The contractor shall maintain traffic in the project area to the satisfaction of the owner. The contractor must maintain pedestrian and vehicular traffic and permit access to businesses, factories, residences, and intersecting streets. The contractor shall supply, install, maintain, adjust, move, relocate and store all signs, suitably lighted barricades, traffic cones and traffic delineators, as necessary to carry necessary traffic routing and maintain vehicular and pedestrian traffic. All of this work shall meet with the requirements of the local and State governing agencies and the owner.

**4.0 WORK ON OR NEAR PRIVATE PROPERTY**

---

**4.01 Description:**

- A. The work under this section includes the protection of private property and the restoration of areas near or on private property. Every effort shall be made to protect private or public property during construction. All damaged areas shall be repaired/replaced in kind by the contractor at no additional cost to the owner or private property owner. All areas affected by the construction outside of the work limits shall be repaired to the complete satisfaction of the owner.

**5.0 EXCAVATION NOTIFICATIONS**

---

**5.01 Description:**

- A. Use “Call Before You Dig” (888-922-4455) prior to scheduled removals to identify utilities within the area.
- B. Protect all underground utilities from damage by excavation.
- C. Notify Town, CTDOT and Utility Companies of scheduled work as applicable.
- D. Perform all work in accordance with state and local ordinances and all applicable Codes.

**6.0 CONCRETE SIDEWALKS**

---

**6.01 Description:**

- A. The work under this item shall be the construction of new concrete sidewalks. Sidewalks shall be constructed on a gravel base course at the locations and to the dimensions and details shown on the Contract Drawings or as ordered by the Engineer and in accordance with these Specifications.

**6.02 Materials:**

- A. Materials for this work shall conform to the requirements of Article M.03.01 of the Standard Specifications except that air-entrained Portland Cement shall not be used. Concrete for sidewalks shall be Class “F” Concrete. Concrete shall have a minimum compressive strength of 4000 psi at 28 days.
- B. Preformed Expansion Joint Filler shall comply with the provisions of ASTM D 1751 (AASHTO M 213).
- C. Gravel for the base course shall conform to Article M.02.01 of the Standard Specifications for gravel fill.
- D. Joint sealer shall be of the hot-poured elastic type and shall conform to the requirements of ASTM D 1190 unless otherwise specified.
- E. Reinforcement, where indicated on the Contract Drawings shall conform to the requirements of Article M.06.01 of the Standard Specifications.

**6.02 Construction Methods:**

- A. Excavation: Excavation, including removal of any existing sidewalk, driveway, driveway ramp or pedestrian ramp, shall be made to the required depths below the finished grade, as shown on the Contract Drawings or as directed by the Engineer. All soft and yielding material shall be removed and replaced with suitable material. Some or all surplus excavated material shall be used where directed by the Engineer, to widen embankments, to flatten slopes, to fill low places, or for such purposes as the Engineer may direct.
- B. Gravel Base: The processed gravel base shall be placed in layers not to exceed 8 inches in depth and to such depth that after compaction it shall be at the required depth below the finished grade of the sidewalk. The base shall be wetted and rolled or tamped after the spreading of each layer. Satisfactory outlets for draining the base shall be provided.
- C. Forms: Forms shall be made of metal, wood or other town approved material, straight, free from warp and of sufficient strength to resist springing from the pressure of the concrete. Forms shall be securely staked, braced and held firmly to the required line and grade and shall be sufficiently tight to prevent leakage of concrete or mortar. Forms shall have a depth equal to the depth of the concrete and shall be thoroughly cleaned and oiled before concrete is placed against them. Forms that are worn, bent or damaged shall not be used.
- D. Joints: Preformed expansion joint filler, ½ inch in thickness, of the full depth and width of the sidewalk, shall be placed at the locations shown on the Contract Drawings, at intervals not exceeding 20 feet, at significant changes in sidewalk widths or as directed by the Engineer. Unless otherwise shown on the Contract Drawings, the sidewalk slabs between expansion joints shall be divided into squares by scoring transversely with an approved jointing tool. Scoring shall be 1/8 inch wide by 1 inch deep.
- E. Placing Concrete: The correct cross section of the base shall be checked just before the concrete is placed by testing with a template of wood or metal, the bottom surface of which conforms to the desired cross section. Any irregularities thus indicated shall be corrected. The base shall be kept in a satisfactory condition by rolling with an approved roller, as often as may be necessary to maintain the required contour and compaction. Concrete shall be placed on a moist base. If the base is dry it shall be thoroughly wetted a sufficient time in advance of placing the concrete. The base shall not be allowed to dry out before the concrete is placed, but concrete shall not be placed in puddles of water.

- F. Concrete: The concrete shall be proportioned, mixed, placed, etc., in accordance with the provisions of Section 6.01 of the Standard Specifications for Class “F” Concrete, except as modified herein.
1. The use of transit-mixed concrete is not permitted unless otherwise specified. Transit-mixed concrete is defined as concrete wet mixed partially or completely in a truck mixer at the batching plant or while in transit or en-route to the point of deposition. Concrete can be dry mixed in the truck; however, **NO WATER MAY BE ADDED TO THE CONCRETE MIX IN THE TRUCK EXCEPT AT THE JOB SITE.**

## **7.0 CUT BITUMINOUS CONCRETE PAVEMENT**

---

### **7.01 Description:**

- A. The work under this section shall consist of saw cutting bituminous concrete driveway pavement where sidewalk crosses existing paved driveways.

## **8.0 LOAM, SEED, FERTILIZER AND MULCH**

---

### **8.01 Description:**

- A. It shall be the Contractor’s responsibility to restore to the line, grade and surface all eroded areas with approved material and to keep topsoil areas in acceptable condition until completion of the construction work.
- B. The areas to be seeded shall be made friable and receptive to seeding by approved methods, which will not disrupt the line and grade of the slope surface. In no event will seeding be permitted on hard or crusted soil surface. All areas shall be free from weeds taller than three (3) inches.
- C. The normal seeding season shall be March 15<sup>th</sup> to June 15<sup>th</sup> and August 15<sup>th</sup> to October 15<sup>th</sup>. Seeding at other times shall be done only when ordered by the Engineer.
- D. Seed shall be uniformly applied by any agronomically acceptable and feasible method approved by the Engineer. Seed mixture shall be applied at the rate of 200 pounds per acre. Fertilizer shall be uniformly placed at the rate of 640 pounds per acre.
- E. All seeded areas shall be mulched with hay or, if hydroseeding is used, wood fiber. Hay shall be uniformly applied by an approved method to a placed depth of two (2) inches. Wood fiber mulch shall be uniformly applied at the rate of one (1) ton per acre.
- F. The Contractor shall keep all equipment and vehicular and pedestrian traffic off areas that have been seeded to prevent excessive compaction and damage to young plants.
- G. The Contractor shall be required to replant areas damaged by water, wind, fire, equipment or pedestrian traffic when ordered by the Engineer at no cost to the Owner.
- H. Work under this item shall not be complete until all stones and debris have been removed from the seeded areas, and vegetation or grass has been established to a height of 2 inches or greater. In areas where topsoil and seeding are not required, all disturbed areas shall be neatly graded and cleared of all debris.

## **9.0 SOIL EROSION CONTROL**

---

**9.01 Description:**

- A. Areas of disturbed soil which will contribute significantly to air and stream pollution shall be established to the designated vegetative cover as soon as feasible or when directed by the Engineer. Minimize areas of disturbed soil adjacent to sidewalk and utilize haybale check dams during construction to help prevent soil erosion and sedimentation during rain storm events.

**10.0 STAMPED CONCRETE SIDEWALK**

---

**10.01 Description:**

- A. This item shall consist of stamped concrete constructed on a gravel or reclaimed miscellaneous aggregate base course in the locations and to the dimensions and details shown on the plans or as ordered in accordance with these specifications.

**10.02 Materials:**

- A. For all stamped concrete on this project concrete shall conform to the requirements of Article M.03.01 for Class “F” Concrete and as recommended by the color additive manufacturer. Slump of concrete shall be four inches or less.
- B. Expansion joint filler and sealant shall comply with the provisions of ASTM D 1751 (AASHTO M 213) Expansion joint shall extend the full thickness of the stamped concrete pavement.
- C. Sealant for expansion joints in stamped concrete shall closely match the color of the stamped and colored concrete.
- D. Liquid integral color for concrete shall be Brickform “Brick Red” Liquid Integral Color as manufactured by Brickform Rafco Products or an approved equal. Pigments shall be UV-resistant and compliant with ASTM C979. Mix design and shall conform to manufacturer's recommendations, and directions of the Engineer to achieve proposed color. Strictly monitor additive/cement ratio throughout job to ensure uniform color.
- E. Imprinting tool shall be “Brick- Running Bond Pattern”.
- F. Release agent shall be Brickform Liquid Release Agent as manufactured by Brickform Rafco Products or an approved equal. Release agent shall be colorless and shall provide a bond breaker between the plastic concrete and imprinting tools.
- G. Seal concrete with a clear, non-yellowing concrete curing compound. Curing compound shall be Super Diamond Clear TB manufactured by The Euclid Chemical Company or an approved equal.

**10.03 Submittals:**

- A. Description of Methods and Sequence of Placement. For each type of specially-finished concrete provide description of methods and sequence of placement.
- B. Submit manufacturer's product data for the following:
  - 1. Concrete coloring additive, release agent, and sealer.
  - 2. Concrete imprinting pattern tool.
  - 3. Prefabricated control joint.
- C. Submit samples of the following:
  - 1. Color chart for selection of concrete coloring agent.
  - 2. Color chart for selection of sealant color for expansion joint.

3. Full size imprinting patterns
- D. Construct Stamped Concrete Sample Panels:
1. Construct a 6 foot x 6 foot sample panel of finished stamped concrete with coloring agent, release agent, surface imprinting, and sealer, for approval, at least 15 days prior to final stamped concrete paving work. Samples shall be constructed within the vicinity of the proposed finish work to facilitate comparisons during construction. Samples shall not be constructed in an area of proposed finish work. The samples shall demonstrate the typical installation of concrete, including full depth of concrete proposed, score lines, curing and finishing material, surface texture, color, and edge treatment. The accepted sample, upon approval, shall be maintained as the standard of minimal quality for approval of all proposed colored concrete pavement work required for the project. Unacceptable sample panels shall immediately be removed from the site.
  2. Contractor shall be responsible to consult with a representative of the Manufacturer of the coloring agent, release agent, surface imprinting tool, and sealer to ensure compliance with the Manufacturer's product literature and installation instructions and directives.
- 10.04 Construction Methods:**
- A. Joint alignment shall be straight and true.
  - B. Installation of colored concrete.
  - C. Follow the integral coloring agent manufacturer's specifications for installation for concrete mixing, placement, finishing, curing and sealing.
  - D. Expansion joints shall be 1/2 inches wide and shall be as located on the Contract Documents. Expansion joint shall be formed in the concrete to required width with preformed joint filler in place. Joint filler shall extend the full depth of the slab. Joint filler shall extend the full length of the expansion joint.
  - E. Place expansion joints spaced on 20-foot centers unless otherwise shown on the Contract Documents. When provided, clarification documents that show specific locations of expansion joints shall direct the Contractor where to place expansion joints. Such clarification documents may place joints closer than 20-foot centers. Expansion joints shall align with the stamped joints in the brick pattern.
  - F. Contractor shall request the presence of the Engineer to review the layout of expansion joints prior to pouring the concrete.
  - G. Follow the manufacturer's application recommendations for joint filler and sealer.
  - H. Apply clear sealer at rates and in a manner recommended by manufacturer.
  - I. All surfaces should be thoroughly inspected to verify and approve installation and safety, including wet and dry slip resistance, prior to opening the cured or sealed color-hardened surface to traffic.
  - J. Acceptance Standards: The following acceptance standards shall be applied to this Contract. These standards are considered superior to typical industry standards. Any portion of the concrete

paving that does not come up to these required acceptance standards shall be removed at the direction of the Engineer. Saw cut pavement at nearest adjacent tooled joint, remove concrete pavement and discard off site in a legal manner and replace with new stamped concrete pavement.

1. Pavement surfaces shall be free of all cracking.
2. Pavement surfaces shall not pond water.
3. Pavement surfaces shall be free of visible high and low spots.
4. Color and imprinting shall be consistent.
5. Tooled joints and all expansion joints shall be straight, true, uniform in width and free from twists, bends, kinks and misalignments.
6. Tooled edges and the associated edging patterns shall be consistent, true, crisp and complete.
7. Pavement shall show no graffiti. Pavement shall show no rubbed surfaces indicative of attempts to erase graffiti.
8. Concrete surfaces shall be free of all stains, including those created during the course of the construction by the Contractor, caused by natural events, or caused by vandalism.
9. Stains from construction or from natural causes
10. Pours not conforming to the Contract Documents.

#### **11.0 EXTRUDED CONCRETE CURB**

---

##### **11.01 Description:**

- A. The work in this section shall consist of installation of extruded concrete curb as shown on the project plans and construction details

#### **12.0 BITUMINOUS CONCRETE CURB**

---

##### **12.01 Description:**

- B. The work in this section shall consist of installation of extruded bituminous concrete curb as shown on the project plans and construction details

#### **13.0 RESET EXISTING SIGNS**

---

##### **13.01 Description:**

- A. The work in this section shall consist of removal and relocation/re-installation of existing street and DOT signage due to new work in the immediate area of each sign, as shown on the project plans and construction details.

##### **13.02 Reset Signs:**

- A. All signs removed shall be stored and protected until re-installation.
- B. Final locations as determined with the Town/DOT.

#### **14.0 RESET/RECONSTRUCT EXISTING ROOF DRAINAGE DISCHARGE PIPE**

---

##### **14.01 Description:**

- A. The work in this section shall consist of resetting/reconstructing an existing 6” diameter roof leader pipe from the southern right-of-way line of Linwood Avenue to the edge of road as needed to provide a minimum 1.5 feet of cover over pipe within the area of proposed sidewalk and stamped concrete accent stip. This work will include all excavation, backfill, disposal of surplus material, gravel or reclaimed aggregate base, pipe, fittings, accessories, equipment, tools, labor and incidental thereto. All new pipe material shall be ASTM Schedule 40.

---

**15.0 RESET/RECONSTRUCT EXISTING UTILITY VAULT**

---

**15.01 Description:**

- A. The work in this section shall consist of resetting/relocating an existing electric utility vault in accordance with the utility owners specifications to the new line and grade created by the installation of the new concrete sidewalk and stamped concrete accent stip. This work will include all excavation, backfill, disposal of surplus material, gravel or reclaimed aggregate base, conduit, wiring, fittings, accessories, equipment, tools, labor and incidental thereto as well as a new utility vault structure if deemed necessary by the utility owner.

---

**16.0 RESET/RECONSTRUCT EXISTING “C-L” CATCH BASIN INCLUDING ALL DRAIN CONNECTIONS**

---

**16.01 Description:**

- A. The work in this section shall consist of removal and replacement/relocation of existing type c-l catch basin, and all attached incoming and outgoing pipes as detailed on the project plans/details. This work will include all excavation, backfill, disposal of surplus material, gravel or reclaimed aggregate base, pipe, fittings, accessories, equipment, tools, labor and incidental thereto as well as installation of a new type c-l catch basin and new pipe connections.

---

**17.0 ADA SIDEWALK RAMP**

---

**17.01 Description:**

- A. The work in this section shall consist of installation of cast-in-place concrete ramps with detectable warnings as shown on the project plans and construction details

---

**18.0 SLOPED GRANITE PAVING**

---

**18.01 Description:**

- A. The work in this section shall consist of sloped granite paving noted on the plans.

**18.02 Submittals:**

- A. Product Data: For each type of product.
- B. Specification Drawing: Detail drawing of product including overall dimensions and options. Include plans, elevations, sections, details, and attachments to other work.

**18.03 Materials:**

- A. Granite pavers: Granite cobblestones ‘Jumbo’ 10” x 7” x 4”, color: salt and pepper light gray. Product by New England Silica or equal.
- B. Setting Bed: Washed fine aggregate concrete sand in accordance with ASTM-33. Manufactured sand or stone dust may be acceptable as agreed to by the Town Engineer.
- C. Geotextile fabric: Nonwoven geotextile, AASHTO M-288-06 for Class 2 applications, minimum tensile strength 160 lbs., weight: 6.0 oz./sy. Provide miscellaneous accessories such as, but not limited to holding staples, etc. Product: US Fabrics #US160NW or equal.
- D. Edge Restraints: Aluminum (6063 alloy) paving restraint, 3/16” x 2-1/4”. Finish: mill. Provide all connectors, pre-formed corners, 3/8” x10” spiral spikes @12” o.c. minimum. Product: Permaloc ‘Structuredge’ or equal.
- E. Joint filler: Polymeric sand for use up to 1” wide, flat and sloped surfaces, color: gray. Product: Flexlock ‘Ultra Sand’ or equal.
- F. Gravel Base: The processed gravel base shall be placed in layers not to exceed 6 inches in depth and to such depth that after compaction it shall be at the required depth below the finished grade of the sloped paving. The base shall be wetted and rolled or tamped after the spreading of each layer. Satisfactory outlets for draining the base shall be provided.

## **19.0 RESET EXISTING STONE SIDEWALK**

---

### **19.01 Description:**

- A. The work in this section shall consist of the addition or reduction of base material as required to reestablish line and grade, compact and reset existing stone sidewalk to match adjacent. Provide tight joints with stone dust.

## **20.0 INSTALL TREES, SHRUBS and GROUNDcover PLANTINGS**

---

### **20.01 Description:**

- A. The work in this section shall consist of planting of street trees, landscape shrubs and groundcover plantings.

### **20.02 Submittals:**

- A. Product Data: For each type of product from a certified nursery dealer.
- B. Warranty information.
- C. Maintenance information.

### **20.03 Installation:**

- A. Tree Installation:
  - 1. Excavate planting beds as indicated in construction documents and details.
  - 2. Set tree grate frame per manufacturer’s installation instructions. Cast adjacent concrete sidewalk and concrete stamped brick sidewalk.
  - 3. Construct planting bed using CU-Structural fill to limits indicated.
  - 4. Install new trees with stakes as indicated on details.
  - 5. Mulch as indicated.

6. The watering Schedule shall be dependent upon the time of the year and the species of trees. In General, the trees shall be planted in the early spring of the year (April-May & shall be watered twice a day in conjunction with water sacks or any other acceptable mechanism for Hydration. The ultimate and final planting and watering schedule shall be determined by Town Staff and the Contractor at the time of pre-construction Meeting. If necessary, to ensure the survival of the planted trees, the contractor shall be responsible to hire a CT Licensed Arborist.
  7. The Contractor shall be responsible to monitor plant health and growth for a period of one (1) year. Replace as necessary.
- B. Shrub and Ground cover Plantings Installation:
1. Excavate planting beds as indicated in construction documents and details.
  2. Construct planting bed using planting soil to limits indicated.
  3. Install new shrubs as indicated on details.
  4. Mulch as indicated.
  5. Water twice per day, for three weeks and as necessary during based on weather conditions to promote healthy growth.
  6. Monitor plant health and growth for 1 year. Replace as necessary.

## **21.0 TREE GRATES**

---

### **21.01 Description:**

- A. The work in this section shall consist of new cast iron tree grates as shown on the project plans and construction details.

### **21.02 Submittals:**

- C. Product Data: For each type of product.
- D. Specification Drawing: Detail drawing of product including overall dimensions and options. Include plans, elevations, sections, details, and attachments to other work.

### **21.03 Installation:**

- A. Provide manufacturer's recessed frame with all necessary fasteners and accessories.
- B. Set frames level with adjacent concrete sidewalks, meeting all manufacturer's frame clearances.

### **21.04 Method of measurement:**

- A. This item shall be measured per each tree grate indicated to be installed.

## **22.0 STREET FURNISHINGS**

---

### **22.01 Description:**

- A. The work in this section shall consist of Benches and Planters as shown on the project plans and construction details.

### **22.02 Submittals:**

- A. Product Data: For each type of product.

- B. Specification Drawing: Detail drawing of product including overall dimensions and options. Include plans, elevations, sections, details, and attachments to other work.
- C. Accessories: Show locations and features of accessories and accessibility provisions.
- D. Samples: For each type of exposed color, finish, texture, and pattern indicated.
- E. Closeout Submittals: Operation and maintenance data.

**22.03 Assembly:**

- A. Furnishings shall be shipped fully assembled.

**22.04 Installation:**

- A. Furnishings shall be surface mounted using the holes that are predrilled in each of the footplates.
- B. Surface mounted furnishings are to be mounted using tamper resistant stainless steel fasteners as recommended by manufacturer or with a minimum of three Ø1/2" x 4-5" stainless steel anchor bolts.
- C. Do not locate anchor bolts until product is in place.
- D. All furnishings must be permanently affixed to the ground.

**22.05 Protection:**

- A. Protect products prior to installation by having them remain in the manufacturer's packaging and container.
- B. In cases of severe scratching, use manufacturer's touch up paint matching exactly the specified finish. Prep areas prior to paint application for an 'invisible' repair.

**22.06 Products:**

- A. Provide the following products by SiteScapes Inc, P.O. Box 22326, Lincoln, NE 68542, Phone: 888.331.9464, Fax: 402.421.9479 or a comparable product.
  - 1. Benches: Westport Horizontal Strap Seating
    - a. Seat Straps: 1/4 inch by 1-1/2 inch carbon steel flat bar.
    - b. Support Tubes: Seat straps are supported by 1 inch dia. schedule 40 carbon steel tube.
    - c. End Units: Cast iron.
    - d. Foot plates: 5/16 inch by 1-1/2 inch stainless steel, with a 9/16 inch mounting hole.
    - e. Mounting: Surface mounted.
    - f. Provide tamper resistant stainless steel anchor bolts as recommended by manufacturer.
    - g. Length: As indicated on Drawings.
      - i. 8 foot (96"L x 34"h x 28"d)
    - h. Back: Backed bench.
    - i. Center Armrest: None.
    - j. Finish: Duracoat, 8 Mils minimum.
    - k. Color: As selected by Architect from manufacturer's full range.
  - 2. Planters: CityView Vertical Strap Planters.
    - a. Capacity: 22 Gallon.
    - b. Vertical Straps: 5/16 inch by 1-1/2 inch carbon steel flat bar.

- c. Top Ring: 5/8 inch dia. solid steel round bar.
- d. Foot Plates: 5/16 inch by 1-1/2 inch stainless steel, with a 9/16 inch mounting hole.
- e. Mounting: Surface mounted.
- f. Provide stainless steel anchor bolts as recommended by manufacturer.
- g. Finish: Duracoat, 8 Mils minimum.
- h. Color: As selected by Architect from manufacturer's full range.

### **23.0 SOLAR LED LIGHT FIXTURES and POSTS**

---

#### **23.01 Description:**

- A. The work in this section shall consist of Solar Operated Light Fixtures, posts, precast concrete bases and accessories indicated in the documents.
  - 1. Refer to Appendix A: Specification Section 16529b - Solar Powered Led Lighting System.
  - 2. Refer to Appendix B: Hadco Light Fixtures, poles and accessories.

### **24.0 CONCRETE LIGHT POLE BASES**

---

#### **24.01 Description:**

- A. The work in this section shall consist of precast concrete light post bases indicated in the documents.

#### **24.02 Submittals:**

- A. Product Data: For each type of product.
  - a. Coordinate with light post manufacturer for bolt pattern, etc.

#### **24.03 Installation:**

- A. Perform all work in accordance with state and local ordinances and all applicable Codes.

**END OF TECHNICAL SPECIFICATION**

APPENDIX A

SECTION 16529b SOLAR POWERED LED LIGHTING SYSTEM

Project: Linwood Ave, Town of Colchester

Specific System Design Notes - All performance criteria must be specified based on December solar resource, temperatures and night length in Hartford, CT. December sun hours will be de-rated for less than average conditions and battery capacity calculations adjusted for cooler temperatures.

- Operating Profile: *The system will be capable of reliably providing a total of 8 hours of lighting (longest night) at peak light levels in winter while providing 6.8 hours of dimmed light levels at 30% for a total of 14.8 hours of lighting at two stages. The user will have the ability to select other pre-set programs and custom programs with the use of an IR sensor and remote control.*
- Lamp Height: *14' Above Grade*
- Lamping: *Each fixture will contain 4 lamps*
- Battery enclosure – *Hadco Transformer Base Enclosure.*
- *Minimum 6.8 days of storage based on battery capacity less LVD reserve and temperature de-rating factor.*

## SECTION 16529b SOLAR POWERED LED LIGHTING SYSTEM

### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. The following specifications detail the minimum performance and related criteria for photovoltaic (solar electric) powered lighting using Light Emitting Diodes (LED)'s for outdoor lighting.
- B. Section covers: Providing photovoltaic (solar electric) lighting systems for local roadways, bikeways, walkways, parking lots and perimeter as specified herein for the areas indicated on the drawings, specifications and load schedule(s).

#### 1.02 REFERENCES

- A. Provided equipment shall have the following references as required in section:
  - a. International Electro-technical Commission (IEC)
  - b. American Society of Testing Materials (ASTM)
  - c. Underwriters Laboratory (UL)
  - d. ISO 9001
  - e. Institute of Electronics and Electrical Engineers (IEEE)
  - f. Illumination Engineering Society of North America (IESNA)
  - g. American Association of State Highway and Transportation Officials (AASHTO)

#### 1.03 SUBMITTALS

- A. Submittals shall include estimates of:
  - “Days of Storage” battery capacity calculation will be based on an assumption of no sun and will show Battery cycle life using manufacturer’s cycle life vs. average depth of discharge. Estimates must take into account affect of temperature on cycle life.
  - Worst case (winter) average PV panel amp-hour production to specific worst case amp-hour load ratio (Array-to-Load Ratio). Calculations of Array-to-Load shall be based on the lowest average irradiance data from an accredited source (e.g. NREL TMY2), with an additional de-rating factor of 0.75 to account for worst-case conditions. Calculation should also take into account other aspects that could affect PV panel output, including temperature, shading, snow or dust coverage and sub-optimal orientation.
  - Estimate of actual maximum LED Junction Temperature ( $T_j$ ) using worst-case ambient conditions, maximum drive current, measured solder joint temperature ( $T_{sj}$ ) or case temperature  $T_c$  and LED manufacturer’s estimate of thermal resistance between “case” or solder joint and junction.
- B. Line drawing of lighting system(s)
- C. Wiring diagram(s)
- D. LM79 IES electronic files of lamp output or Photometric Plots on surface from defined lamp height
- E. Calculation of Effective Projected Area (EPA) of the lighting system, along with reference to the AASHTO design wind speed for the area and the EPA rating of the pole.
- F. Product specification sheets
- G. List of customer references that have deployed similar system.

H. Installation Instructions

I. Shall include all exceptions taken to the specification.

#### **1.04 APPROVALS**

A. Deviations from this specification must be documented in writing to the Architect and/or Engineer at least ten business days in advance of the bid date. Complete catalog data, specifications, and technical information on alternate equipment must be provided with all associated cost savings or additions, including but not limited to equipment, equipment installation, power wiring and materials, programming, documentation and project management.

#### **1.05 QUALITY ASSURANCE**

- A. Manufacturer shall have a minimum of 5 years experience in the design of photovoltaic lighting systems.
- B. Solar Panels shall be IEC 61215 or IEEE 1262 listed and/or UL 1703 listed.
- C. Lamps should be a UL, IP66 Recognized component
- D. Battery shall be rated “non-spillable” by ICAO/IATA/DOT manufactured in an ISO 9001 qualified facility.

#### **1.06 PROJECT/SITE CONDITIONS**

- A. PV lighting system shall be rated to operate in an ambient temperature range of -4°C (-20°F) and 50°C (140°F) and up to 100% relative humidity.
- B. All Electronic components shall be rated for between -4°C (-20°F) and 60°C (140°F) or better.
- C. PV module, mounting system, pole and footing must be rated for local wind loading conditions
- D. PV module must withstand Hailstone impact described in ASTM E1038-93 and Surface Cut Susceptibility tests (UL 1703-24)

#### **1.07 WARRANTY**

- A. Manufacturer shall provide a minimum five year limited warranty on system and 20 year or greater power warranty on the solar module.
- B. Manufacturer warranty shall begin on the date of purchase.

#### **1.08 REGULATORY REQUIREMENTS**

- A. Conform to applicable building codes for design, fabrication and erection.

#### **1.09 STORAGE AND HANDLING**

- A. Battery shall be stored and handled in accordance with manufacturer’s instructions. Provisions for charging battery shall be made if not installed in system within 6 weeks of delivery.

### **PART 2 - PRODUCTS**

#### **2.01 ACCEPTABLE MANUFACTURERS**

- A. SolarOne Solutions, Inc, 330 Reservoir St., Needham, MA 02494

- B. The contractor shall use only the Photovoltaic/LED system hardware by the listed manufacturer, which meet the requirements and intent of this specification.
- C. Exceptions to the specifications are not acceptable.

## 2.02 MATERIALS AND PERFORMANCE

### A. Photovoltaic Modules

- Construction consists of crystalline silicon solar cells in a module package consisting of low-iron tempered cover glass, UV stabilized encapsulant and tempered glass or Tedlar® back material protected in aluminum frame. Actual Module power ratings shall not be lower than 5% of nominal rating at Standard Test Conditions (STC)<sup>1</sup>. Other electrical characteristics shall be within 10% of nominal ratings. Modules shall carry a minimum 1 year workmanship warranty and 20 year power warranty. System shall solar panel that meets IEC 61215 or equivalent standard.
- Alternative construction of Thin-film solar cells in a module package consisting of low iron glass or Tefzel® front cover material and metal substrate (e.g. stainless steel) protected by Tedlar® or glass back material . Actual Module power ratings shall not be lower than 5% of nominal rating at Standard Test Conditions (STC). Other electrical characteristics shall be within 10% of nominal ratings. Module electrical characteristics shall reflect “stabilized” condition. Module shall carry a minimum 1 year workmanship warranty and 20 year power warranty. System shall solar panel that meets IEC 61215 or equivalent standard.
- System solar panel wattage shall be selected to meet or exceed an Array-to-Load ratio of 1.1, in other words the system shall be designed to provide sufficient energy to serve design load and cover losses for longest night and lowest average daily sunshine for a given month, taking into account such factors as panel orientation and built-in energy saving measures of the controller.

### B. Batteries

- Shall be leak-proof, sealed Valve Regulated Lead Acid (VRLA) type of either Gel or Absorbed Glass Mat construction. Battery capacity shall be selected based on number of days of no sun operation during the period of longest nights, taking into account factors such as temperature and discharge rates and low voltage disconnect of the controller.
- Energy capacity should not be below seven days of no-sun days. Discharge rate shall not exceed the c/20 rate. Average battery state of charge shall be designed for over 75% over the course of a given year – taking into account energy saving capabilities of controller.
- Terminals shall be protected from inadvertent shorting (e.g. dropped tool)
- Ampacity of cabling must be at least 1.56 times greater than array short circuit current - 1.25 for possible boost in array output and 1.25 so as not to operate cable at more than 80% ampacity. Expected maximum temperature must be taken into account to derate cable ampacity.

Cabling shall be protected with overcurrent device rated to protect wiring under continuous load and rated to interrupt current from battery bank.

### C. Solar-Lighting Controller(s)

- Shall be an ETL or UL recognized device conforms to UL1741
- Shall be capable of properly charging battery from photovoltaic panel, including bulk, absorb, and float stages.

---

<sup>1</sup> STC is 1000 w/m<sup>2</sup> irradiance, 25° C cell temperature and air mass of 1.0

- Shall include 15.5 volt high voltage disconnect of PV panel from 12 nominal VDC battery bank, 31 volt disconnect for a 24 nominal VDC battery bank.
- Shall step up or down battery voltage to lamp voltage
- Shall include low voltage load disconnect that the user can set either to 11.5 volts or 10.5 volts for 12 nominal VDC battery bank or 23 volts or 21 volts for 24 nominal VDC battery bank.
- Shall provide Dusk (lights on) to dawn (lights off) operation
- Shall provide the user with the ability to set light levels and timing for peak and off-peak periods.
- Shall provide the user ability to control and diagnose the lighting system without having to open control box or requiring the need of tools (e.g via remote control or wireless).
- Providing user the ability to adjust light level anywhere from 0% to 100% of peak light level in 10% increments of full current to the lights and input timing profiles to fine tune operation with traffic patterns and system capacity.
- Adjusting the light level according to battery state of charge so as to extend battery run time in the event that state of charge reaches certain critical levels. Controller shall provide user with ability to select a range of battery run time extension algorithms. (a.k.a Run Time Extension)
- Ability to program peak lighting level for a period of time after dusk and before dawn, as well as ability to set an off-peak lighting level in between the post-dusk and pre-dawn peak period. This should not be done with a time-of-day clock that must be reset for changes in daylight savings time.
- Adjustments to programs and light levels must be made without out the use of tools, equipment or the requirement to get inside battery box.
- Ability to Maximum Peak-Power Track (MPT) the solar module output power and adjust its characteristics in order to optimize charge to suit the battery's needs.
- Ability to optimize charge to battery based on its temperature (a.k.a Temperature Compensation).
- Ability to diagnose system settings and status including battery voltage, error messages and operating profile using remote control and without the use of external display.
- Manufacturer shall provide option to add motion detector that interfaces with controller. Motion detector shall bring lights from "off-peak" levels to "peak" levels during "off-peak" periods for a segment of time between 2 and 20 minutes that is settable through the remote controller.
- Self protection via built-in surge protection
- Shall be protected with fusing and/or circuit breakers, sufficient to withstand a reverse polarity connection to battery and/or solar panel
- Shall be provided with means to disconnect all circuits (solar, battery, and load).

D. Remote Control

The solar powered lighting system will include a minimum of two (2) IR remote control units. Each remote will have a "lock out code" to prevent unauthorized use of the device. Each remote control will communicate with any light within the project, without requiring the user to open the battery/control enclosure. The remote control will be used in the commissioning process to verify system integrity and for future maintenance and diagnostics. Capabilities will include:

- Suspend and Resume: Operator will be able to suspend and resume nighttime lighting.
- Test Battery: Single push button will trigger the system to report battery voltage through a series lighting responses.
- Test Profile: Allows the user to run an operating profile at an accelerated rate (1 hr = 1 sec)

- Report: Allows the user to get information on any currently loaded value in the controller (eg: Time PM, Time AM, Preset, Peak, Mode, Battery Type, LVD, Aux Time, Run Time Extension)
- Test Solar: This button triggers a report on the solar panel open voltage
- Error Codes: Verifies that the system has been operating error free or reports on the last 5 system errors.
- Reset: Returns system to the factory preset.
- Time AM: Allows the user to adjust the number of peak predawn hours
- Preset: Allows the user to change the factory profile to one of 10 alternate profiles.
- Peak Level: Allows the user to change the peak light level from 100% to 0% on 10% increments
- Off Peak Level: Allows the user to change the off-peak light level from 100% to 0% on 10% increments
- LVD (on/off): In cases of system failure this is used to override the 11.5V Low Voltage Disconnect and to reset it. Overriding the LVD allows the user to execute a limited number of diagnostic activities.
- Run Time Extension: Allows the user to change the degree to which the system responds to falling battery voltage.
- Battery type: Allows the user to set the system to optimize for either Gel or AGM Batteries.
- Aux Time: Allows the user to set length of time for time out for auxiliary devices such as motion detector.

D. Battery and Control enclosure(s):

- Vented Transformer Base Enclosure for Battery Storage.

E. Luminaires and Poles

- HOUSING: 360 low-copper die-cast aluminum alloy. 356 HM high-strength, low-copper, proprietary cast aluminum alloy. 0.090" thick spun aluminum. Tool-less lamp access. Hinged roof with stainless steel thumb screw. All non-ferrous fasteners prevent corrosion and ensure longer life. Slip Fitter Dimensions: 3" I.D. x 3" deep. HADCO V092 fixture to match existing.
- FINISH: Thermoset polyester powdercoat is electrostatically applied after a five-stage conversion cleaning process and bonded by heat fusion thermosetting. Laboratory tested for superior weatherability and fade resistance in accordance with ASTM B117 specifications. For larger projects where a custom color is required, contact the factory for more information.
- LED Engine: Class 2 – custom 40 LED LEDGINE, Type 5 optic. Color Temperature of 4000K. Expected life (LM70) – 90,000 hours. Drive current of 175mA or less.

F. Refer to Appendix B for separate drawing and additional specification.

- Fixtures will be supplied by Hadco Lighting, 100 Craftway, Littlestown, PA

G. It is recommended that solar panel should be oriented and tilted for maximum energy production during the longest night/shortest day. This typically means facing the panel “true” south – if project is located in the Northern Hemisphere (true north in the Southern hemisphere) and tilting the panel off of the horizontal an amount equal to the latitude of the project + 15°. Solar Panel Sizing calculations should be appropriately adjusted to take into account conditions where this is not met.

- H. All additional wiring shall be UL Listed stranded copper with minimum 14 gage diameter. Any outdoor exposed wire shall be sunlight resistant.
- I. All other metal parts shall be either aluminum, stainless steel or primed and painted consistent with 20 year life.

**2.03 ACCESSORIES AND SPARE PARTS**

- A. Manufacturer shall provide options and accessories for grounding
- B. Manufacturer shall offer replacement parts including replacement lamps, controllers, drivers and batteries.
- C. Manufacturer shall provide option for user to log key parameters of fielded system including battery voltage, solar panel charging current or load current for at least a one month period.
- D. Manufacturer shall offer an optional motion detector accessory that brings lights up to “peak-levels” in the event that the shelter is occupied during a period where light is at the “off-peak” level.

**2.04 SOURCE QUALITY CONTROL**

- A. Manufacturer shall factory test 100% of lighting systems to ensure functionality, as well as test controller profile operation in a minimum of 2% sample size of a given project or order. In this test, lamp load current shall be measured.

**PART 3 - EXECUTION**

**3.01 INSTALLATION**

- A. Installer shall install system per manufacturers’ installation instructions.
- B. Installer shall provide means for properly grounding the system.
- C. Installer shall measure and document battery voltage of each battery before it is installed in the system.
- D. Installer shall select and erect a pole and footing (if applicable) capable of withstanding forces in excess of added Effective Projected Area (EPA) of solar panel and battery housing for local wind-loading requirements.
- E. For lighting in close proximity to vehicular traffic (e.g. roadway, parking lot), pole/foundation design shall take into account possibility of vehicular impact in accordance to applicable standards.
- F. The PV system shall be installed in accordance with NEC Article 690 (Solar Photovoltaic Systems).

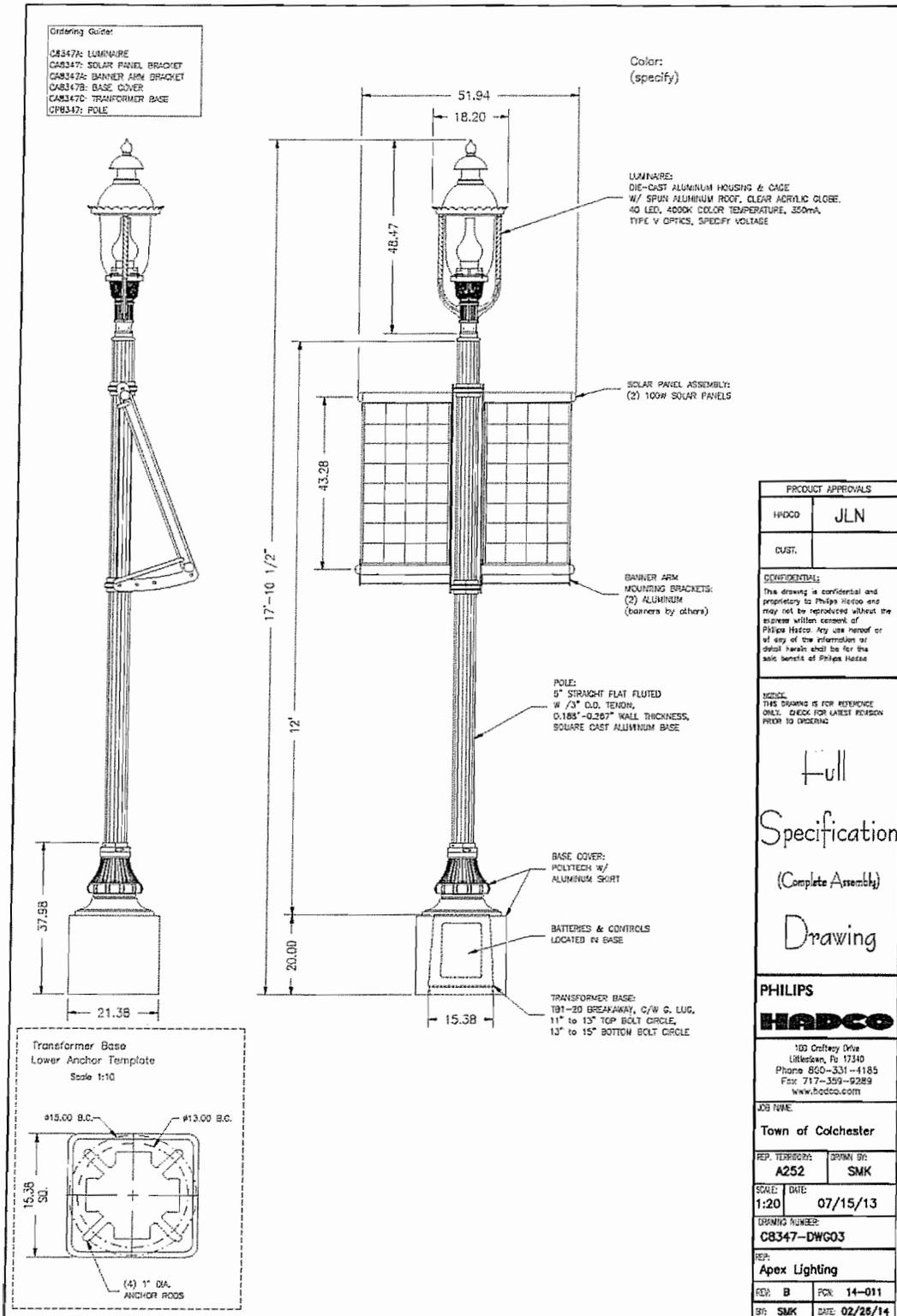
**3.02 MANUFACTURERS SERVICES**

- A. Manufacturer shall provide toll-free phone technical support assistance during business hours, Eastern Standard Time.
- B. Manufacturer shall provide contact information for local or regional representative – Apex Lighting Solutions, 446 Smith Street, Middletown, CT.

**END OF SECTION 16529b**

APPENDIX B

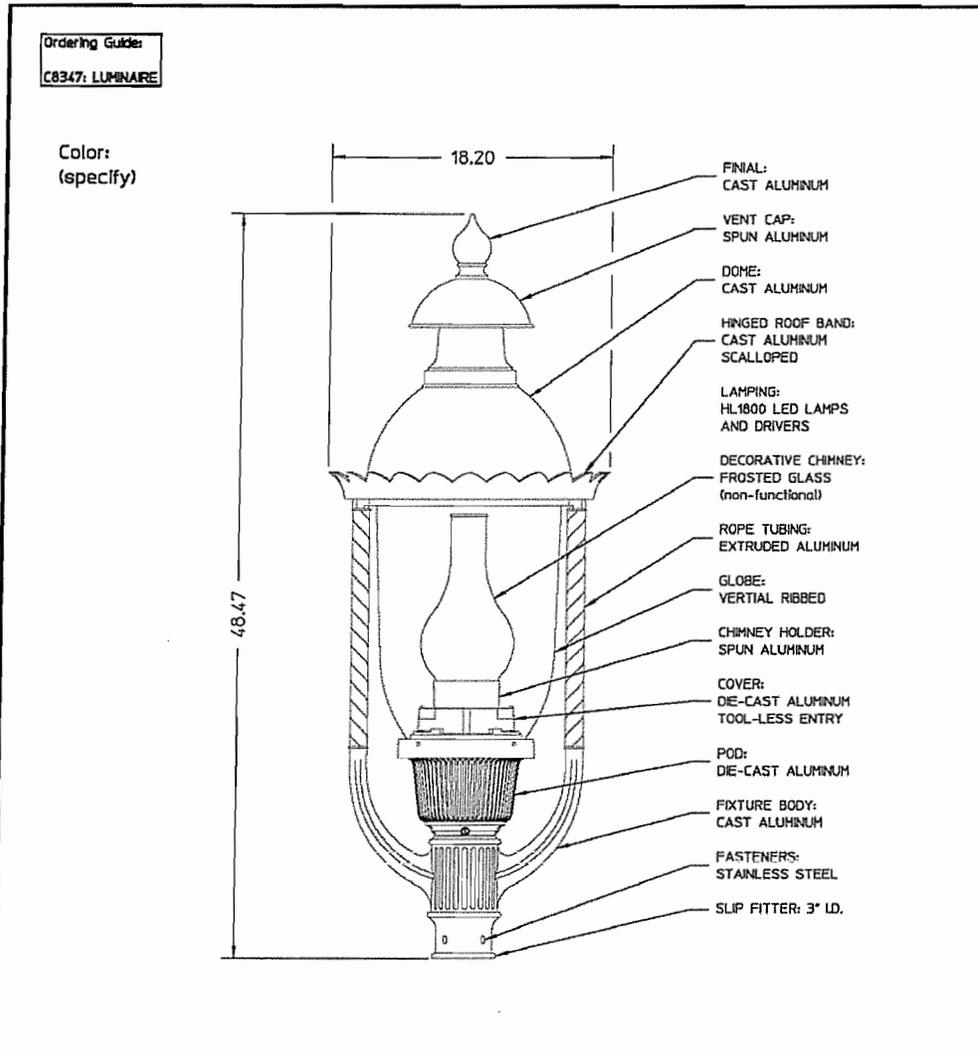
HADCO POST MOUNTED LIGHTING FIXTURE



PRODUCT APPROVALS	
PHOOD	JLN
DUST	
<b>CONFIDENTIAL:</b> This drawing is confidential and proprietary to Philips Hadco and may not be reproduced without the express written consent of Philips Hadco. Any use thereof or all or any of the information or detail herein shall be for the sole benefit of Philips Hadco.	
<b>NOTE:</b> THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING.	
Full Specification (Complete Assembly) Drawing	
<b>PHILIPS HADCO</b> 153 Oratory Ave Littleton, CO 80120 Phone 800-331-4185 Fax 717-359-9289 www.hadco.com	
JOB NAME: Town of Colchester	
REP. TERRITORY:	DRWN. BY:
A252	SMK
SCALE:	DATE:
1:20	07/15/13
DRAWING NUMBER: C8347-DWG03	
REP: Apex Lighting	
DES. B	PCN 14-011
DR. SMK	DATE 02/26/14

APPENDIX B - continued

HADCO POST MOUNTED LIGHTING FIXTURE



<p>Full Specification Fixture Drawing</p> <p>NOTICE: THIS DRAWING IS FOR REFERENCE ONLY. CHECK FOR LATEST REVISION PRIOR TO ORDERING</p>	<p>PHILIPS <b>HADCO</b></p>		<p>100 Crafway Drive Littletown, Pa 17340 Phone 800-331-4185 Fax 717-359-9289 www.hadco.com</p>			
	<p>JOB NAME: <i>Town of Colchester</i></p>		<p>REP. TERRITORY: <i>27</i></p>			
<p>CONFIDENTIAL: This drawing is confidential and proprietary to Philips Hadco and may not be reproduced without the express written consent of Philips Hadco. Any use hereof or of any of the information or detail herein shall be for the sole benefit of Philips Hadco.</p>	<p>PRODUCT APPROVALS</p>		<p>SCALE: <i>1/8"</i></p>	<p>DATE: <i>02/19/11</i></p>	<p>DRAWN BY: <i>SMK</i></p>	<p>DRAWING NUMBER: <i>C8347-DWG02</i></p>
	<p>HADCO</p>	<p><i>JLN</i></p>	<p>REP: <i>Lightoller - Connecticut</i></p>		<p>REV: <i>A</i></p>	<p>PO#: <i>11-097</i></p>
	<p>CUST.</p>		<p>BY:</p>	<p>DATE:</p>		



# STREETSCAPE IMPROVEMENTS; Linwood Avenue and Main Street

(Repair of existing sidewalks and proposed stamped concrete sidewalk)

## Town of Colchester, Connecticut

Gregg Schuster, First Selectman  
Denise Mizla, Selectman  
Rosemary Coyle, Selectman  
Michael J. Caplet, Selectman  
Stan Soby, Selectman

**BREWSTER|**  
**ARCHITECTS, LLC**  
111 Oliver Road  
Lebanon, Connecticut 06249  
860.642.2997



Prepared in conjunction with:  
The Town of Colchester Engineering,  
Planning and Public Works  
Departments

Partial Funding by:  
Connecticut Department of Housing  
DOH Grant No. MS-3-028-01

- AS1.0 Cover, Project Scope and Notes
- AS1.1 Enlarged Plans
- AS2.0 Site Details
- AS2.1 Site Details

### 7 DRAWING LIST

NO SCALE

**PROPOSED WORK**

LINWOOD AVENUE: Limits of Construction - Station 00+00 to 11+90  
(NOTE: Station locations are approximate, coordinate final layout with Town Engineer)

STATION POINT	PROPOSED WORK	NOTES / SPECIAL CONDITIONS
00+80 to 04+30	Remove existing bituminous curb. Install new 8 inch extruded concrete curb.	Realign curb at STA. 03+25 to 04+30, up to 2 feet further north (into road).
00+80 to 11+90	Install new 2 foot-wide stamped concrete accent adjacent to front of walk.	Do not install across driveways or roadways.
00+80 to 11+90	Install silt sacks at all CBs along road.	South side of Linwood Avenue.
00+80 to 08+65	Install 4 foot-wide concrete walk.	
00+80	Install ADA sidewalk ramp.	South side of Linwood Avenue.
00+80 to 03+20	Install stamped concrete accent between existing curb and front of existing concrete walk.	North side of Linwood Avenue, along front of Cragin Library.
02+10 to 04+20	Install granite block slope paving. Install new plants and planting bed along upper edge of pavers, and around existing telephone pole, per schedule.	Slope paving from back of walk to approx. 3 feet up out slope.
02+85 to 03+05	Reset existing granite stone walk.	North side of Linwood Avenue.
02+85	Install new Solar Light Pole and Base.	
02+90	Reset/reconstruct existing 6 inch diameter roof leader pipe from property line to edge of road as needed to provide minimum 1.5 feet of cover over pipe.	Pipe appears to pitch from property line down slope toward road, then turn west parallel to toe of slope and discharge to 'C-L' CG at STA 04+30
03+60	Reset/relocate existing electric utility vault.	Per Utility Owner's specifications.
04+25	Install new Solar Light Pole and Base.	
04+30	Replace existing Type 'C-L' CB, 15 inch diameter concrete pipe and 4 inch diameter HDPE pipe with new Type 'C-L' CB, 15 inch diameter ADS CPP and 4 inch diameter HDPE pipe to connect to existing Type 'C' CB in road.	Move Type 'C-L' CB approx. 4 feet south. Set top to match rip-rap swale FL.
04+90	Install new tree, planting bed and grate.	
05+40 to 05+60	Install new 4 foot-wide stamped concrete accent. Install new 8 foot bench and planter.	Match back of new concrete walk.
05+60	Install new Solar Light Pole and Base.	
05+95	Install new tree, planting bed and grate.	

SECTION / STATION POINT	PROPOSED WORK	NOTES / SPECIAL CONDITIONS
06+15	Relocate stop sign and install stop bar in drive, south of concrete walk.	Install per CT DOT/MUTCOD specifications.
06+20	Install ADA sidewalk ramp.	
06+70	Install ADA sidewalk ramp.	
06+90 to 07+50	Install new 18 foot-wide planting bed and plantings, per schedule.	
07+30	Install new Solar Light Pole and Base.	
07+95	Install new tree, planting bed and grate.	
07+75 to 08+65	Remove/reconstruct approx. 90 lineal feet of existing 4 foot-wide concrete sidewalk. Patch existing bituminous concrete curb and driveway to match.	
08+60	Install new Solar Light Pole and Base.	
09+20 to 09+32	Remove/reconstruct approx. 12 lineal feet of existing 4 foot-wide concrete sidewalk.	
09+90	Install new tree, planting bed and grate.	
10+35	Install new tree, planting bed and grate.	
10+80	Install new tree, planting bed and grate.	
10+85 to 11+05	Install new 4 foot-wide stamped concrete accent. Install new 8 foot bench and planter.	Match front of concrete walk.
11+10	Install new Solar Light Pole and Base.	
11+25	Install new tree, planting bed and grate.	

©2014 BREWSTER|ARCHITECTS, LLC  
Detailed, coordinated and final documents, including those in electronic form, prepared by BREWSTER|ARCHITECTS, LLC and the Architect/Engineer and its members or agents for use solely in connection with the project. The Architect/Engineer and its members or agents shall not be liable for any reproduction or use of these documents for any other project, in whole or in part, without the written consent of BREWSTER|ARCHITECTS, LLC. All rights reserved. No part of these documents may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of BREWSTER|ARCHITECTS, LLC. All other rights reserved.

REVISIONS:

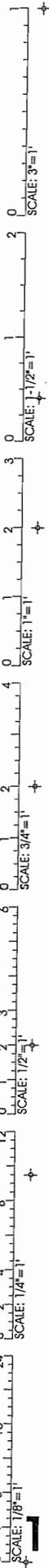
DATE: 28 FEB 2014  
PROJECT NO: 12.008a  
DRAWN: WWB  
CHECKED: ARC  
ISSUED FOR: ISSUED FOR  
 PROGRAMMING  
 SCHEMATIC DESIGN  
 DESIGN DEVELOPMENT  
 BIDDING + CONSTRUCTION  
 PERMIT  
 PROGRESS ONLY - NOT FOR CONSTRUCTION

FILE NAME: 12-008a LINWOOD AVE  
COVER, PROJECT SCOPE and  
GENERAL PROJECT NOTES

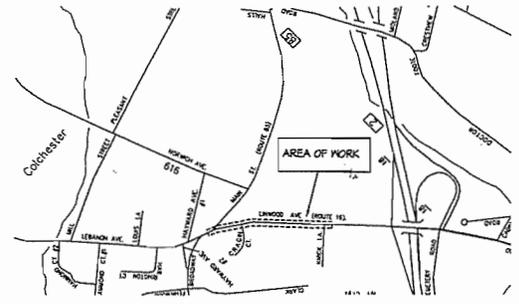
### 5 PROJECT SCOPE NOTES

NO SCALE

# AS1.0



- 1) ALL WORK SHALL BE IN CONFORMANCE WITH ALL APPLICABLE STATE AND LOCAL CODES, ORDINANCE AND STATUTES.
  - 2) REFERENCE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
  - 3) BOUNDARY INFORMATION TAKEN FROM REFERENCED MAPS. THIS MAP IS COMPILED FROM AVAILABLE MAPPING AND OTHER SOURCES OF INFORMATION AND IS NOT TO BE CONSTRUED AS AN ACCURATE BOUNDARY OR TOPOGRAPHIC SURVEY.
  - 4) ALL PROPOSED WORK WITHIN THE STATE OF CONNECTICUT RIGHT-OF-WAY FOR CONN ROUTE 16 (LINWOOD AVENUE) WILL REQUIRE ENCROACHMENT PERMITS FROM THE CONNECTICUT DEPARTMENT OF TRANSPORTATION. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS.
  - 5) CALL BEFORE YOU DIG 1-800-922-4455
- THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES WITHIN THE WORK AREA. NOTIFY EACH AFFECTED UTILITY COMPANY AND DIG TEST PITS AS REQUIRED PRIOR TO COMMENCING CONSTRUCTION.
- 6) PROPERLY PROTECT ALL BUSINESSES. PROVIDE FOR SAFE PASSAGE TO CUSTOMERS. ALLOW ACCESS FOR THE USE OF UNOBSTRUCTED ENTRANCES TO BUSINESSES AND PROVIDE NECESSARY SIGNS FOR DURATION OF CONSTRUCTION.
  - 7) EXACT LOCATION OF NEW/PROPOSED STAMPED CONCRETE SIDEWALKS (ACCENT STRIP) WILL BE DETERMINED IN THE FIELD BY THE TOWN.
  - 8) REPLACE EXISTING SIDEWALK WITH 5-INCH THICK CONCRETE PER TOWN STANDARD SPECIFICATIONS IN WALKWAY AREAS AND 8-INCH THICK WITH WELDED WIRE MESH IN DRIVE AREAS. REFER TO DETAILS.
  - 9) REMOVAL OF EXISTING SIDEWALK, EXCAVATION BELOW THE FINISHED GRADE OF THE SIDEWALK, THE FORMATION AND COMPACTION OF EMBANKMENTS, GRADING, BACKFILLING, DISPOSAL OF SURPLUS MATERIAL AND REPAIR OF ADJACENT PRIVATE DRIVEWAYS AND WALKWAYS (WITHIN 1 FOOT OF ANY NEW SIDEWALK) AS NECESSARY WILL NOT BE MEASURED FOR PAYMENT, BUT THE COST SHALL BE INCLUDED IN THE PRICE BID FOR CONCRETE SIDEWALK.
  - 10) EXPOSED EDGES OF SIDEWALK WITHIN LAWN AREAS WILL BE BACKFILLED WITH A MINIMUM OF 4-INCHES OF SCREENED LOAM, SEEDED AND MULCHED TO RE-ESTABLISH A LAWN.
  - 11) IT MAY BE NECESSARY TO INSTALL NEW BIT, CONC, CURBING AND/OR REPAIR EXISTING BIT, CONC, CURBING WHERE THE SIDEWALK TRAVERSES EXISTING CURBED TRAFFIC ISLANDS. THE ANTICIPATED QUANTITY OF CURBING IS SMALL AND LOCATION OF SUCH WORK SHALL BE DETERMINED IN THE FIELD BY THE TOWN.
  - 12) REOPEN SIDEWALK, CLEAN ALL WORK AREAS, DISPOSE OF ALL WASTE MATERIALS.
  - 13) CONTRACTOR MUST CONFER WITH DOT CONSTRUCTION INSPECTOR REGARDING EXACT LOCATIONS OF RELOCATED ROAD SIGNS.
  - 14) FROM APPROXIMATE STATION 3+25 TO 4+30, THE ROADSIDE CURBING WILL NEED TO BE REALIGNED (MOVED NORTH BY UP TO 2 FEET) TO PROVIDE ADEQUATE ROOM TO INSTALL NEW CURB, STAMPED CONCRETE ACCENT STRIP AND CONCRETE SIDEWALK BETWEEN ROAD AND EXISTING UTILITY POLES.
  - 15) ROUTE 16 (LINWOOD AVENUE) IS A STATE ROAD. ALL NECESSARY TRAFFIC CONTROL MUST BE PROVIDED BY THE CONTRACTOR PER THE STATE OF CONNECTICUT DOT'S REQUIREMENTS. THERE WILL BE NO SEPARATE PAYMENT FOR TRAFFIC CONTROL. ALL BID ITEMS MUST REFLECT THE COST OF NECESSARY TRAFFIC CONTROL. CONTRACTOR SHOULD CONSULT WITH DOT PRIOR TO PREPARING AND SUBMITTING BIDS TO ADEQUATELY ACCOUNT FOR TRAFFIC CONTROL REQUIREMENTS/COSTS.
  - 16) REGRADE EXISTING EMBANKMENT LAWN AREA ABOVE THE PROPOSED GRANITE BLOCK SLOPE PAVING (STATION 2+10 TO 4+20) TO MATCH EXISTING GRADES. FINISH GRADES NOT TO EXCEED 2 HORIZONTAL TO 1 VERTICAL SLOPES. THIS ITEM IS INCLUDED IN THE BID QUANTITY FOR "REGRADE EXISTING LAWN/APPLY LOAM, SEED & FERTILIZER". INSTALL HAY MATTING FOR SLOPE STABILIZATION IN REGRADED AREA ABOVE SLOPE PAVING.
  - 17) EXISTING OFF ROAD TYPE "C-1" CATCH BASIN AT STATION 4+30 WILL BE REMOVED AND A NEW TYPE "C-L" CATCH BASIN INSTALLED APPROXIMATELY 4 FEET FURTHER SOUTH TO PERMIT INSTALLATION OF THE PROPOSED STAMPED CONCRETE ACCENT STRIP AND CONCRETE SIDEWALK BETWEEN THE EXISTING TYPE "C" CATCH BASIN ON LINWOOD AVENUE AND THE NEW CATCH BASIN. THE NEW CATCH BASIN IS TO BE PROPERLY ELEVATED TO MATCH THE EXISTING RAIN GARDEN OVERFLOW RBP RAMP CHANNEL AND ALL EXISTING PIPE CONNECTIONS ARE TO BE PROPERLY RESTORED INTO THE NEW CATCH BASIN.



**12 LOCATION MAP**  
SCALE: 1" = 200'

- 1) IMPROVEMENT LOCATION SURVEY FOR FEDERATED CHURCH, 60 MAIN STREET COLCHESTER CT., PREPARED BY BSC GROUP, DATED OCTOBER 7, 2010, LATEST REVISION 12/01/10.
- 2) DEMOLITION PLAN, PROPOSED BANK BRANCH OFFICE, 71-79 LINWOOD AVENUE (ROUTE 16) PREPARED FOR COLVEST/COLCHESTER, LLC, BY DUTTON ASSOCIATES, LLC., DATED 7/03/2008, LATEST REVISION 10/14/2008.
- 3) CRAGIN MEMORIAL LIBRARY ADDITION AND PARKING LAYOUT, SITE PLAN, LINWOOD AVE., COLCHESTER, CT, PREPARED BY CIA ENGINEERS, INC., DATED 10/02/2000, LATEST REV 3/13/2002.

**11 MAP REFERENCES**  
NO SCALE

	MULCH BED		EXISTING UTILITY POLE		PLANTER
	SLOPE PAVING		EXISTING HYDRANT		PLANTING - TREE REFER TO SCHEDULE
	CURB RAMP		EXISTING SIGN		PLANTING - GRAND COVER REFER TO SCHEDULE
	CONCRETE SIDEWALK		EXISTING LIGHT POLE		PLANTING - SHRUB REFER TO SCHEDULE
	STAMPED CONCRETE ACCENT STRIP		LIGHT POLE		TREE GRATE

**14 GENERAL PROJECT NOTES**  
NO SCALE

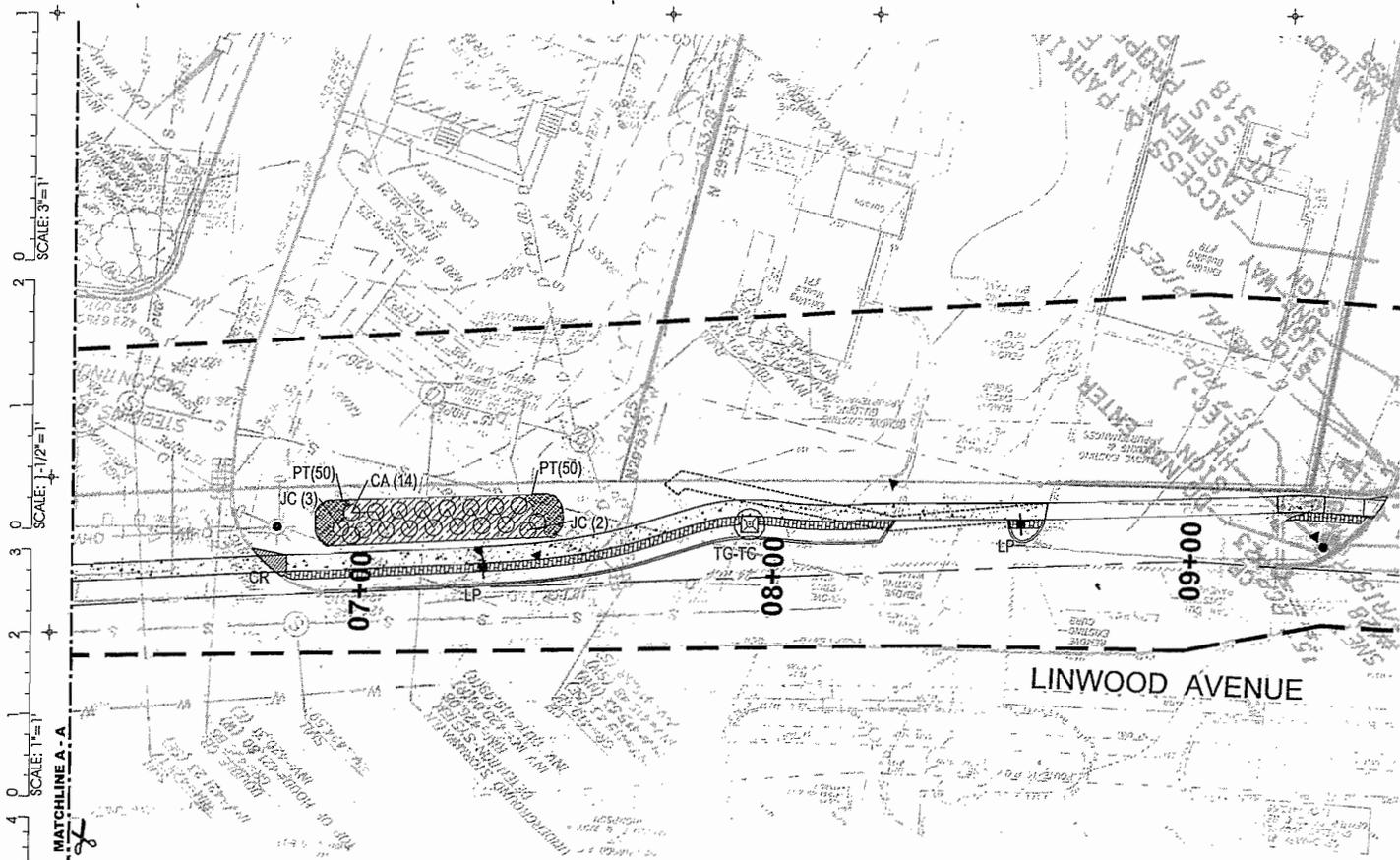
EXISTING SIGNS, LIGHT POLES +HYDRANT LOCATIONS ALONG LINWOOD AVENUE  
LINWOOD AVENUE: Limits of Construction - Station 00+00 to 11+90  
(NOTE: Station locations are approximate, coordinate final layout with Town Engineer)

STATION POINT	TYPE OF SIGN and WORDING	DISTANCE BACK FROM ROAD E.P.	REMARKS / PROPOSED WORK
00+73	Sign: "TO (OVER) 2 (OVER) --"	2.0 ft (sign faces S.B. 85)	RESET/RELOCATE
00+73	Sign: "WEST (OVER) 16 (OVER) --"	2.5 ft (sign faces S.B. 85)	RESET/RELOCATE
00+88	Sign: "LINWOOD AVENUE"	15.0 ft	EXISTING TO REMAIN, PROTECT
00+96	Sign: "-- LEFT ONLY -- RIGHT ONLY"	4.0 ft	EXISTING TO REMAIN, PROTECT
01+40	Sign: "NO PARKING ANYTIME"	2.0 ft	RESET/RELOCATE
01+90	Sign: "WAR OFFICE (OVER) TRUMBULL HOUSE (OVER) --"	4.5 ft	RESET/RELOCATE
02+50	Sign: "-- ONLY -- ONLY (OVER) NO PARKING ANYTIME"	4.0 ft	RESET/RELOCATE
03+10	Sign: "NORTH/SOUTH (OVER) 85 (OVER) -- -- (OVER) EAST (OVER) 16 (OVER) --"	4.0 ft	RESET/RELOCATE
03+53	Sign: "M (OVER) WENDY'S (OVER) --"	5.0 ft	RESET/RELOCATE
03+53	Sign: "LIONS INTERNATIONAL (OVER) ST. JOSEPH'S POLISH SOCIETY 2ND WED. 7PM"	2.5 ft	RESET/RELOCATE
04+06	Sign: "SPEED LIMIT 30 (OVER) NO PARKING ANYTIME"	2.0 ft	RESET/RELOCATE
05+30	Sign: "-- LEBANON (OVER) -- HEBRON (OVER) -- STATE POLICE"	10.0 ft (to first of twin posts)	EXISTING TO REMAIN, PROTECT
05+89	Sign: "JCT (OVER) 85"	4.5 ft	RESET/RELOCATE
06+22	Sign: "STOP"	2.0 ft (from drive radius curb)	RESET/RELOCATE
07+31	Sign: "OLD "STEBBINS ROAD" CONCRETE SIGN POST	8.0 ft	REMOVE
07+43	Sign: "PED (OVER) AHEAD"	4.0 ft	RESET/RELOCATE
08+30	Sign: "STOP"	13 ft (2 ft back from drive e.p.)	EXISTING TO REMAIN, PROTECT
09+30	Sign: "DO NOT ENTER"	4 ft (2 ft from drive curb)	EXISTING TO REMAIN, PROTECT
09+89	Sign: "DO NOT ENTER"	7 ft	EXISTING TO REMAIN, PROTECT
09+94	Sign: "X (OVER) NO RIGHT TURN"	6 ft	EXISTING TO REMAIN, PROTECT
01+05R	EXISTING LIGHT POLE	4 ft (at front of Cragin Library)	EXISTING TO REMAIN, PROTECT
01+73R	EXISTING LIGHT POLE	9.5 ft (at front of Library)	EXISTING TO REMAIN, PROTECT
01+99R	Sign: "NO PARKING ANYTIME"	2.5 ft	RESET/RELOCATE
02+27R	Sign: "YOU ARE LEAVING COLCHESTER HISTORIC DISTRICT"	7.5 ft	RESET/RELOCATE
02+39R	EXISTING LIGHT POLE	8.0 ft (at front of Library)	EXISTING TO REMAIN, PROTECT
02+59R	EXISTING FIRE HYDRANT	5.5 ft	EXISTING TO REMAIN, PROTECT
02+80R	Sign: "WEST (OVER) 16 (OVER) NO PARKING ANYTIME"	4.0 ft	RESET/RELOCATE
02+99R	EXISTING LIGHT POLE	6.0 ft	EXISTING TO REMAIN, PROTECT

**10 LEGEND**  
NO SCALE

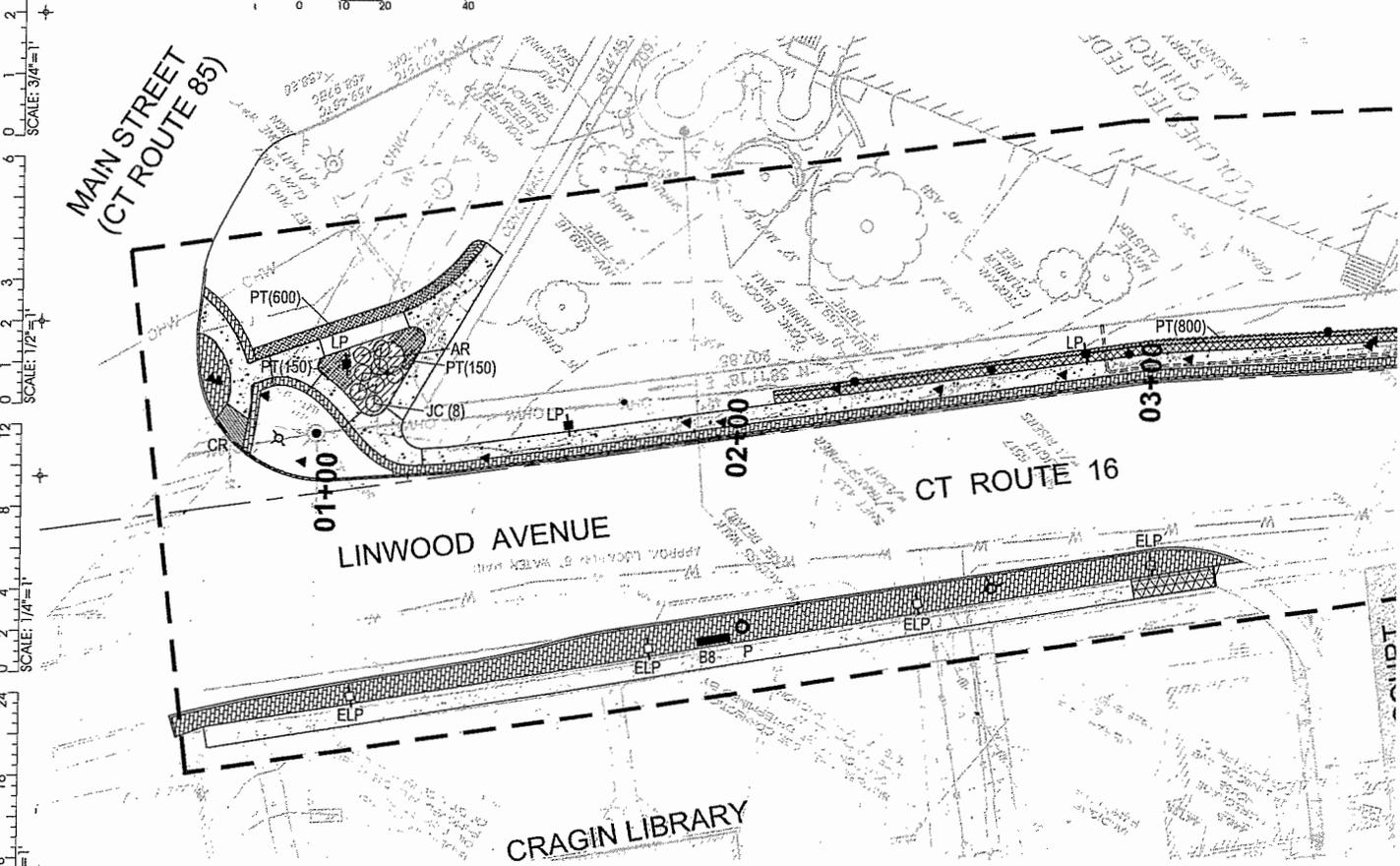
IF THIS SHEET IS NOT 24 X 36, IT IS A REDUCED SCALE PRINT - SCALE ACCORDINGLY:

**13 TREATMENT OF EXISTING SIGN, LIGHT POLE +HYDRANT LOCATIONS**  
NO SCALE



**15** PROJECT EXTENTS - LINWOOD AVENUE - PART B (WEST)

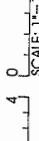
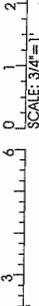
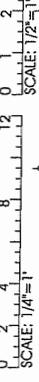
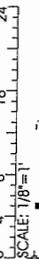
SCALE: 1" = 20' - 0"



**13** PROJECT EXTENTS - LINWOOD AVENUE - PART A (EAST)

SCALE: 1" = 20' - 0"

IF THIS SHEET IS NOT 24 X 36, IT IS A REDUCED SCALE PRINT - SCALE ACCORDINGLY:



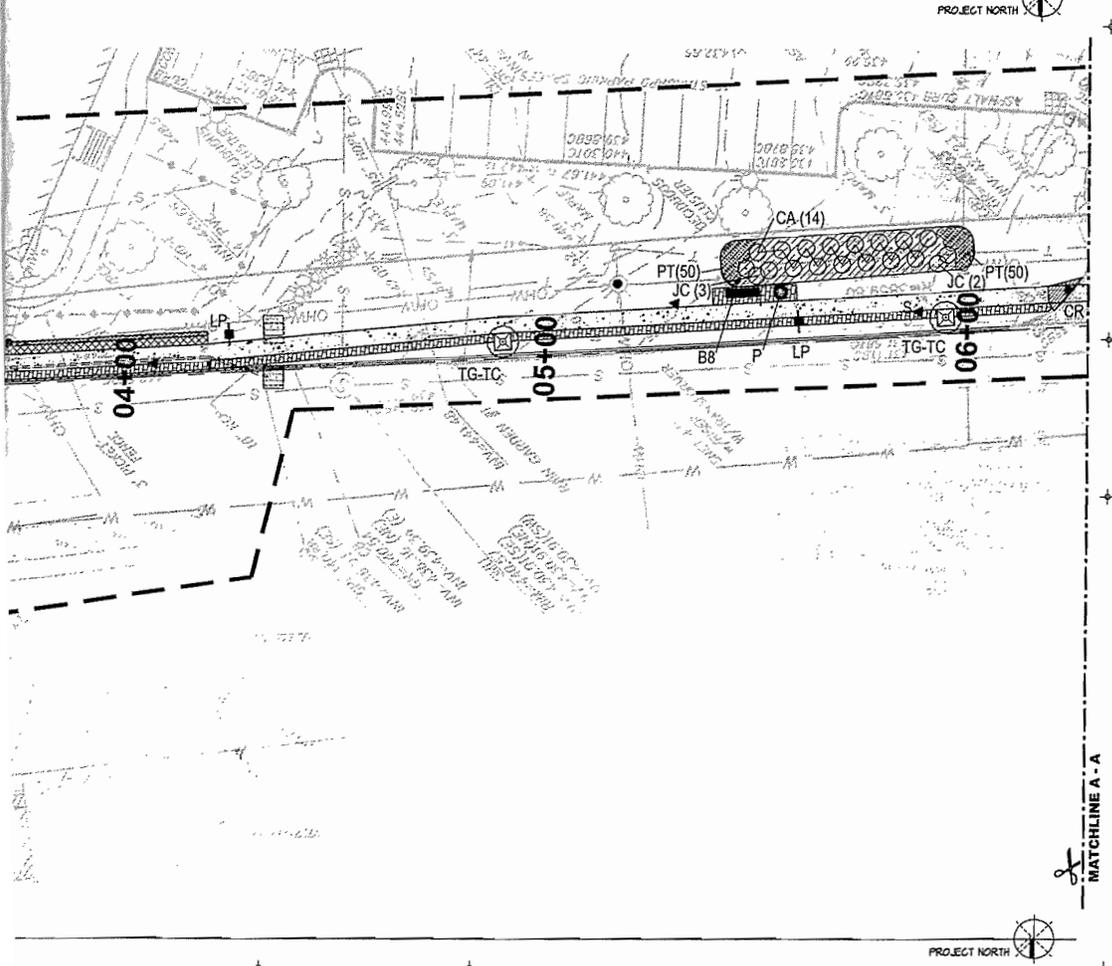
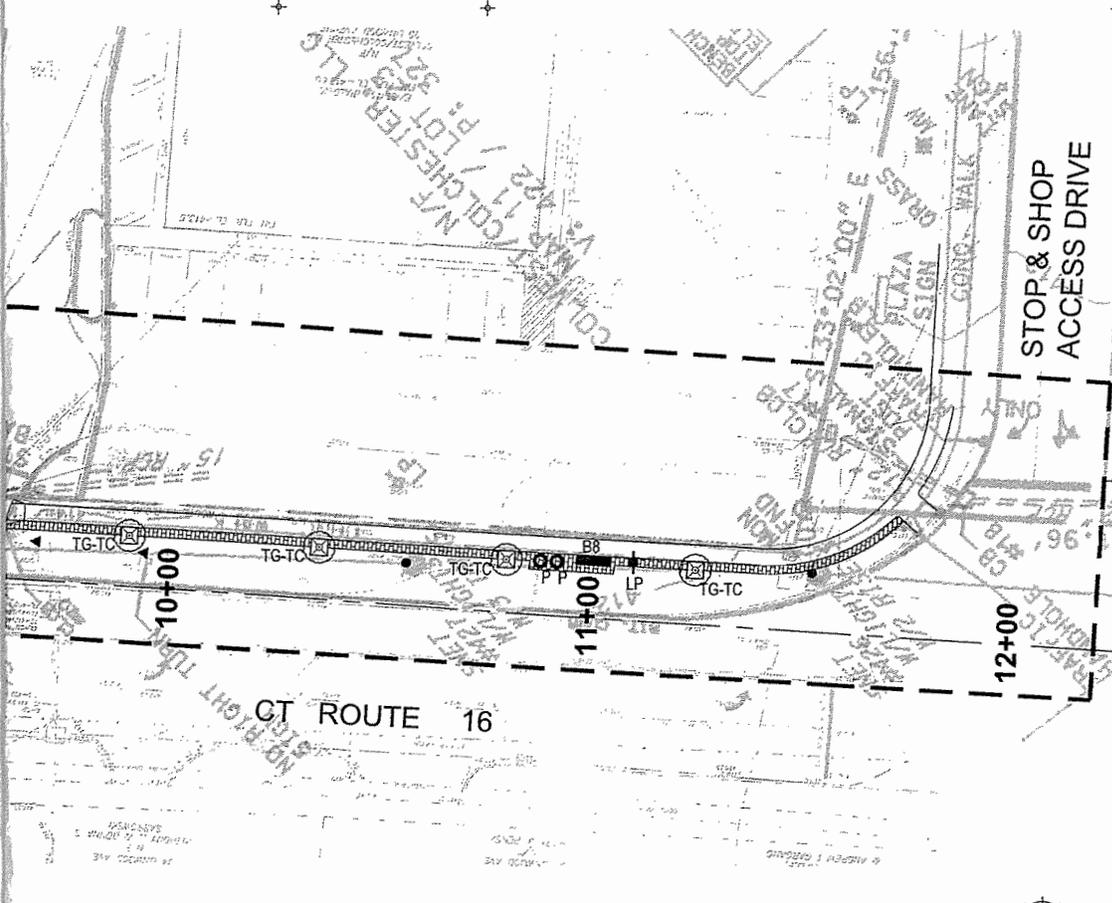
**STREETSCAPE IMPROVEMENTS:**  
 Linwood Avenue and  
 Main Street  
 Colchester, CT

**BREWSTER|**  
**ARCHITECTS,LLC**  
 111 Oliver Road  
 Lebanon, Connecticut 06249  
 860.442.9907



Prepared in conjunction with:  
 The Town of Colchester Engineering,  
 Planning and Public Works  
 Departments

Partial Funding by:  
 Connecticut Department of Housing  
 DOH Grant No. MS-3-028-01



©2014 BREWSTER | ARCHITECTS LLC  
 All drawings, specifications and other documents, including those to which copyright may be claimed by BREWSTER | ARCHITECTS, LLC are the property of BREWSTER | ARCHITECTS, LLC and shall remain the property of BREWSTER | ARCHITECTS, LLC. The recipient of these documents shall not be permitted to reproduce or use any part of these documents for any purpose other than that for which they were prepared. Any use of these documents for any other purpose without the written consent of BREWSTER | ARCHITECTS, LLC is prohibited. BREWSTER | ARCHITECTS, LLC shall not be held responsible for any errors or omissions.

REVISIONS:  
 DATE: 28 FEB 2014  
 PROJECT NO: 12.008a  
 DRAWN: WWB  
 CHECKED: ARC  
 ISSUED FOR: ISSUED FOR  
 PROGRAMMING  
 SCHEMATIC DESIGN  
 DESIGN DEVELOPMENT  
 BIDDING + CONSTRUCTION  
 PERMIT  
 PROGRESS ONLY -  
 NOT FOR CONSTRUCTION  
 FILE NAME: 13-005 LINWOOD AVE  
 PHASE 1 PROJECT EXTENTS and  
 GENERAL PROJECT NOTES

**AS1.1**

MATCHLINE A - A

ES IN THICKNESS, AND LAID OVER 8 INCHES OF THOROUGHLY COMPACTED  
 IN A OF CONN-DOT FORM 814. THERE SHALL BE ONE-HALF (1/2) INCH WIDE  
 T APART LONGITUDINALLY. SURFACES SHALL BE BROOM FINISHED.

ISTING STREET PAVEMENT AND GENERALLY ONE FOOT FROM THE STREET  
 E NEW SIDEWALK WILL BE INSTALLED IN THE SAME LOCATION AS THE OLD.  
 H THE PITCH OF THE ADJACENT SIDEWALK. SIDEWALKS SHALL BE RAMPED TO  
 OSS DRIVEWAYS.

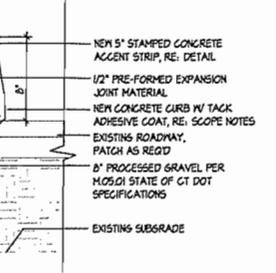
! GROUND BETWEEN THE SIDEWALK AND THE STREET SHALL PITCH NOT LESS  
 ET UNLESS OTHERWISE APPROVED BY THE TOWN.

INFORCED WITH 6" X6" X 2.9 X2.9 WELDED WIRE FABRIC, 8 INCHES THICK AND

IE GRAVEL BASE. NO LESS THAN A COMPLETE SECTION BETWEEN EXPANSION

IMING OF WATER ON DRIVEWAYS.

**OTES**



RB RAMPS SHALL BE CONSTRUCTED AT ALL  
 CROSSWALKS IN ALL NEW DESIGNS AND AT  
 CROSSWALK LOCATIONS WHERE AN EXISTING CURB  
 BE DISTURBED BY CONSTRUCTION.

! CURB RAMPS SHALL BE CONSTRUCTED IN  
 WITH THE DETAILS FOR 5 INCH THICK CONCRETE  
 EPT THAT THE FINAL TEXTURE OF THE CONCRETE  
 L BE A COARSE BROOM FINISH TRANSVERSE TO  
 THE RAMP.

BE TAKEN TO ASSURE UNIFORM GRADE ON THE  
 SAGS AND GRADE CHANGES.

OF THE RAMP AT THE GUTTER LINE SHALL BE

TIONS SHALL BE INTERPRETED TO COMPLY WITH  
 E STATUTES OF THE STATE OF CONNECTICUT AND  
 REQUIREMENTS CONCERNING THE CONSTRUCTION  
 RB RAMPS.

B RAMP DETAILS ALSO APPLY FOR SIDEWALK  
 CURVE.

ES OF ADJOINING GUTTERS AND ROAD SURFACES  
 DJACENT TO THE SIDEWALK CURB RAMP OR  
 UTE SHALL NOT EXCEED 20:1.

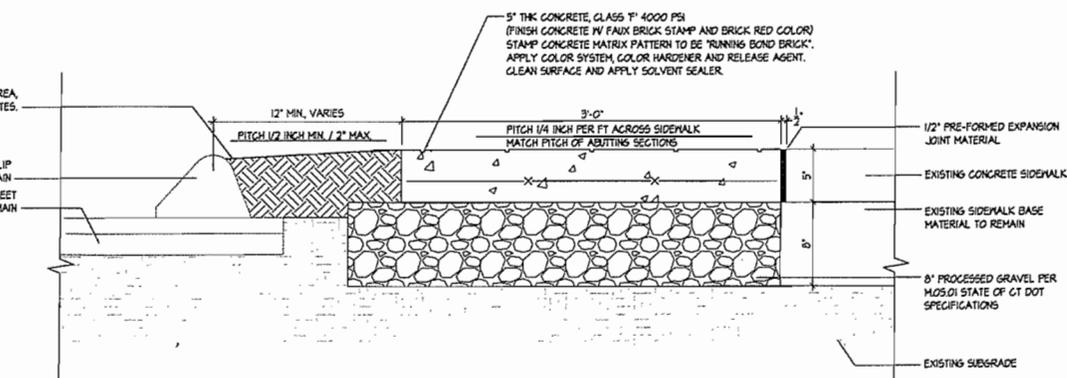
HE EXISTING SIDEWALK FOR NEW CURB RAMP  
 SHALL BE TO THE NEAREST EXPANSION JOINT,  
 VISE INDICATED.

! RAMPS AT MARKED CROSSING SHALL BE WHOLLY  
 WITHIN THE MARKINGS, EXCLUDING ANY FLARED

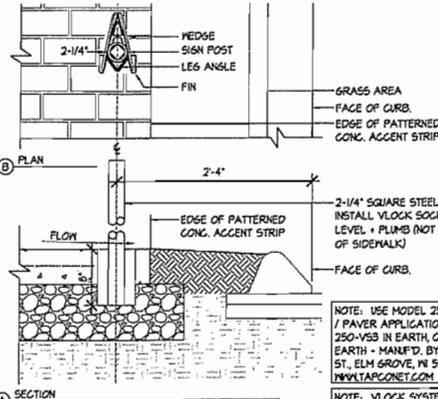
ENTS IN CONCRETE SHALL MATCH THOSE IN  
 WALKS BUT IN NO CASE SHALL THE SPACING  
 , UNLESS OTHERWISE NOTED.

WARNING PANELS SHALL BE EQUAL TO:  
 1A CAST-IN-PLACE SYSTEM DETECTABLE WARNING  
 BRICK REDY (FED COLOR Z2144).

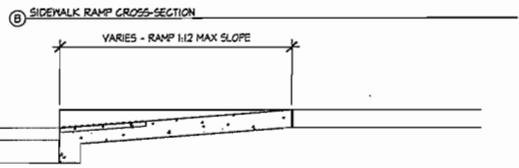
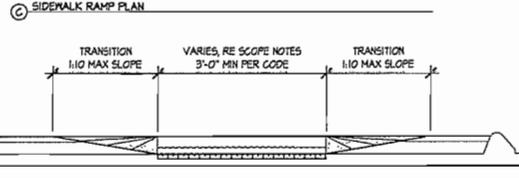
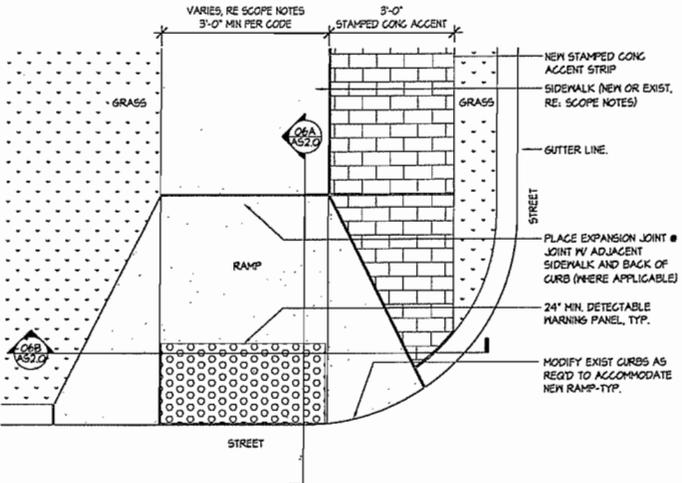
**CURB RAMP DETAILS**



**STAMPED CONCRETE ACCENT**



**04 BREAK-AWAY SIGN POST**  
 SCALE: 1" = 1'-0"



**STREETScape IMPROVEMENTS:**  
 Linwood Avenue and  
 Main Street  
 Colchester, CT

**BREWSTER | ARCHITECTS, LLC**  
 111 Oliver Road  
 Lebanon, Connecticut 06249  
 860.642.9907

Prepared in conjunction with:  
 The Town of Colchester Engineering,  
 Planning and Public Works  
 Departments

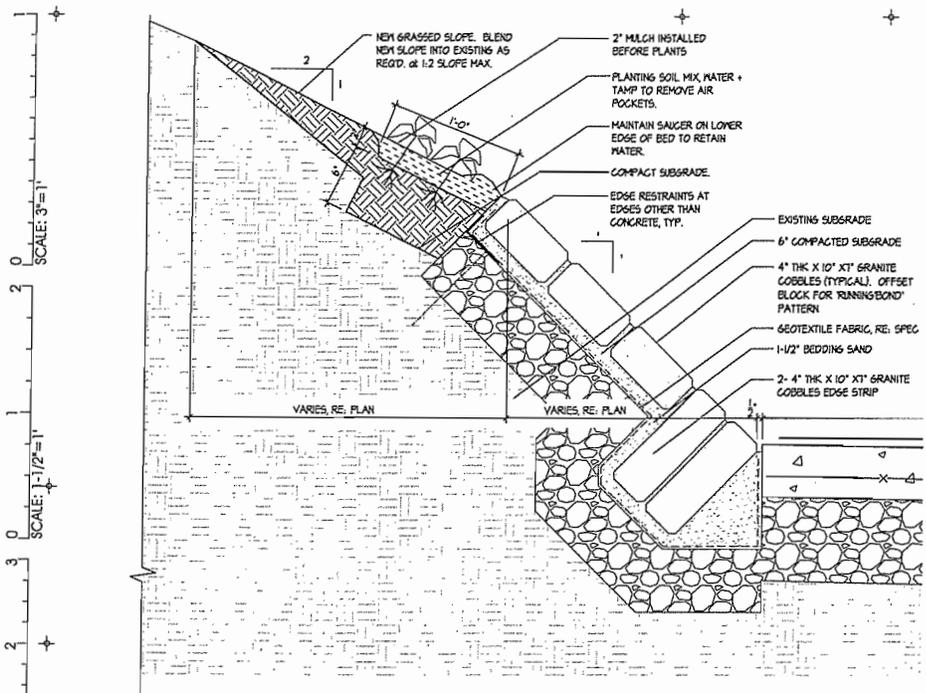
Partial Funding by:  
 Connecticut Department of Housing  
 DOH Grant No. MS-3-028-01

©2014 BREWSTER | ARCHITECTS LLC  
 Design, illustration and other documents, including those in electronic form, prepared by Brewster Architects, LLC, and its members constitute the intellectual property of Brewster Architects, LLC. All rights reserved. No part of this document may be reproduced, stored in a retrieval system, or transmitted, in any form or by any means, without the prior written permission of Brewster Architects, LLC. All other intellectual property rights are acknowledged elsewhere.

REVISIONS:

DATE:	28 FEB 2014
PROJECT NO:	12.008a
DRAWN:	WWB
CHECKED:	ARC
ISSUED FOR:	ISSUED FOR
<input type="checkbox"/>	PROGRAMMING
<input type="checkbox"/>	SCHEMATIC DESIGN
<input type="checkbox"/>	DESIGN DEVELOPMENT
<input checked="" type="checkbox"/>	BIDDING + CONSTRUCTION
<input type="checkbox"/>	PERMIT
<input type="checkbox"/>	PROGRESS ONLY - NOT FOR CONSTRUCTION
FILE NAME:	12-008a Linwood Sidewalks
SITE DETAILS	

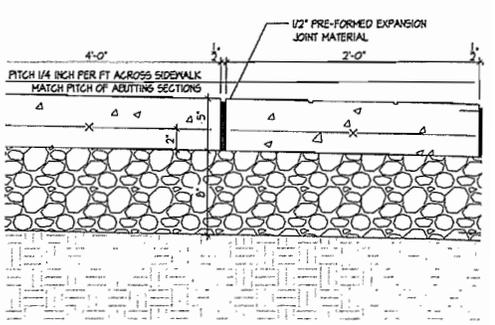
**AS2.0**



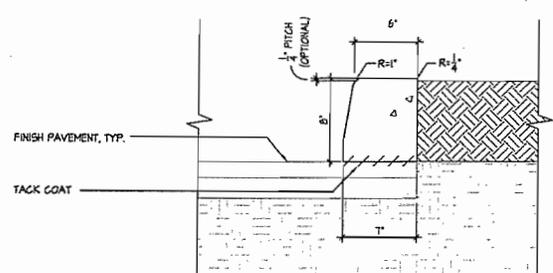
**16 SLOPED PAVING and ADJACENT SIDEWALK**  
SCALE: 1-1/2" = 1'-0"

1. SIDEWALKS SHALL BE CLASS 'F' 4,000 PSI PORTLAND CEMENT CONCRETE PROCESSED GRAVEL MEETING THE REQUIREMENTS OF SECTION M.02.0 PREFORMED EXPANSION JOINT FILLER ACROSS THE SIDEWALK WIDTH E.V.
2. SIDEWALKS SHALL BE LAID IN THE STREET RIGHT-OF-WAY PARALLEL, RIGHT-OF-WAY LINE. WHERE EXISTING SIDEWALKS ARE BEING CONSTRUCTED PROPOSED 3 FOOT WIDE STAMPED CONCRETE SIDEWALK ACCENT STRIP MEET THE PAVEMENT AT INTERSECTING ROADWAYS AND SHALL BE CONT.
3. SIDEWALKS SHALL PITCH ONE-FOURTH INCH PER FOOT TOWARDS THE STREET THAN ONE-HALF (1/2) INCH NOR MORE THAN 2 INCHES PER FOOT TOWARDS THE STREET.
4. WHERE A SIDEWALK CROSSES A PRIVATE DRIVEWAY, THE CONCRETE SHALL BE LAID OVER 12 INCHES OF THOROUGHLY COMPACTED PROCESSED GRAVEL.
5. CEMENT FOR SIDEWALKS SHALL BE POURED AFTER INSPECTION BY THE ENGINEER. JOINTS SHALL BE POURED AT ONE TIME.
6. CARE SHOULD BE TAKEN WHEN SETTING SIDEWALK FINISHED GRADES TO MATCH PITCH OF ADJUTING SECTIONS.

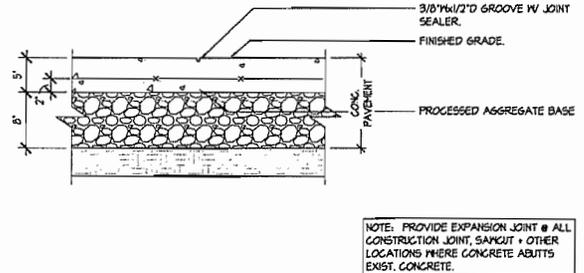
**12 TYPICAL SIDEWALK CONSTRUCTION**  
NO SCALE



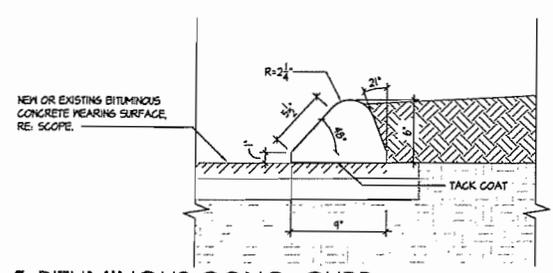
IF THIS SHEET IS NOT 24 X 36, IT IS A REDUCED SCALE PRINT - SCALE ACCORDINGLY:



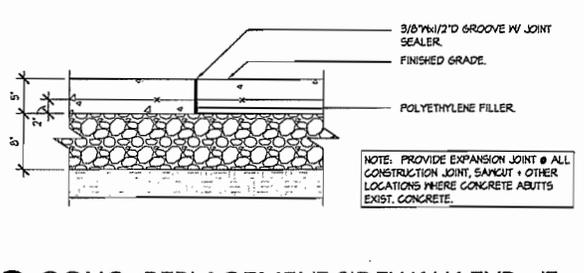
**15 EXTRUDED CONC. LIP CURB (ECLC)**  
SCALE: 1-1/2" = 1'-0"



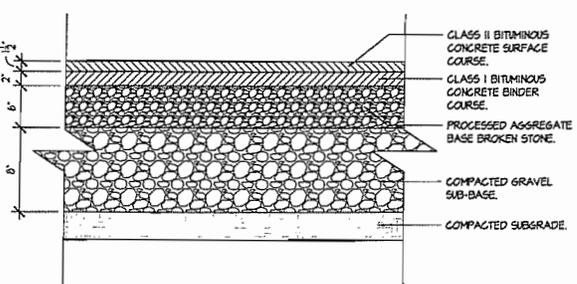
**11 STAMPED CONC. ACCENT EXP. JT.**  
SCALE: 1" = 1'-0"



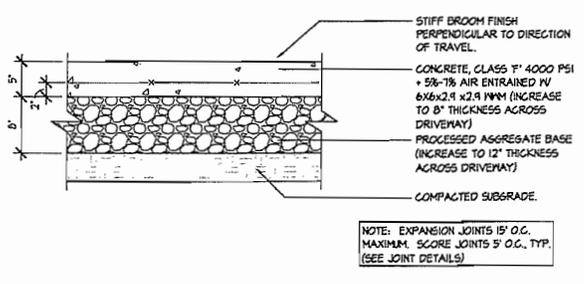
**14 BITUMINOUS CONC. CURB**  
SCALE: 1-1/2" = 1'-0"



**10 CONC. REPLACEMENT SIDEWALK EXP. JT.**  
SCALE: 1" = 1'-0"



**13 BITUMINOUS CONC DRIVES + ROADS**  
SCALE: 1" = 1'-0"



**09 CONC. REPLACEMENT SIDEWALK**  
SCALE: 1" = 1'-0"

1. SIC PEI PEI OR
2. AU AC SIC SU TH
3. CA RA
4. TH BE
5. SA TH TH OF
6. SII SE
7. M IM AC
8. RE IN UP
9. SI CI SI
10. ED AI ED
11. DI "A PI

**06 T N**

**05 I S**

NOTE: EXPANSION JOINTS 15' O.C. MAXIMUM. SCORE JOINTS 5' O.C., TYP. (SEE JOINT DETAILS)

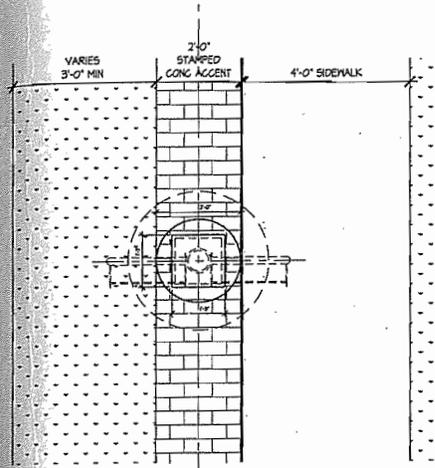
**STREETSCAPE IMPROVEMENTS:**  
 Linwood Avenue and  
 Main Street  
 Colchester, CT

**BREWSTER ARCHITECTS LLC**  
 111 Oliver Road  
 Lebanon, Connecticut 06249  
 860.642.9997

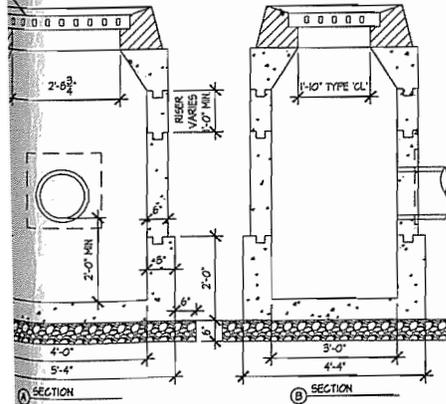
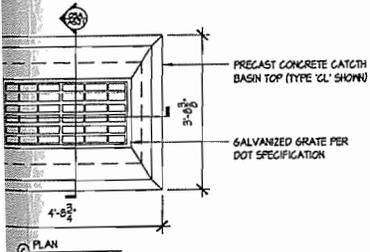


Prepared in conjunction with:  
 The Town of Colchester Engineering,  
 Planning and Public Works  
 Departments

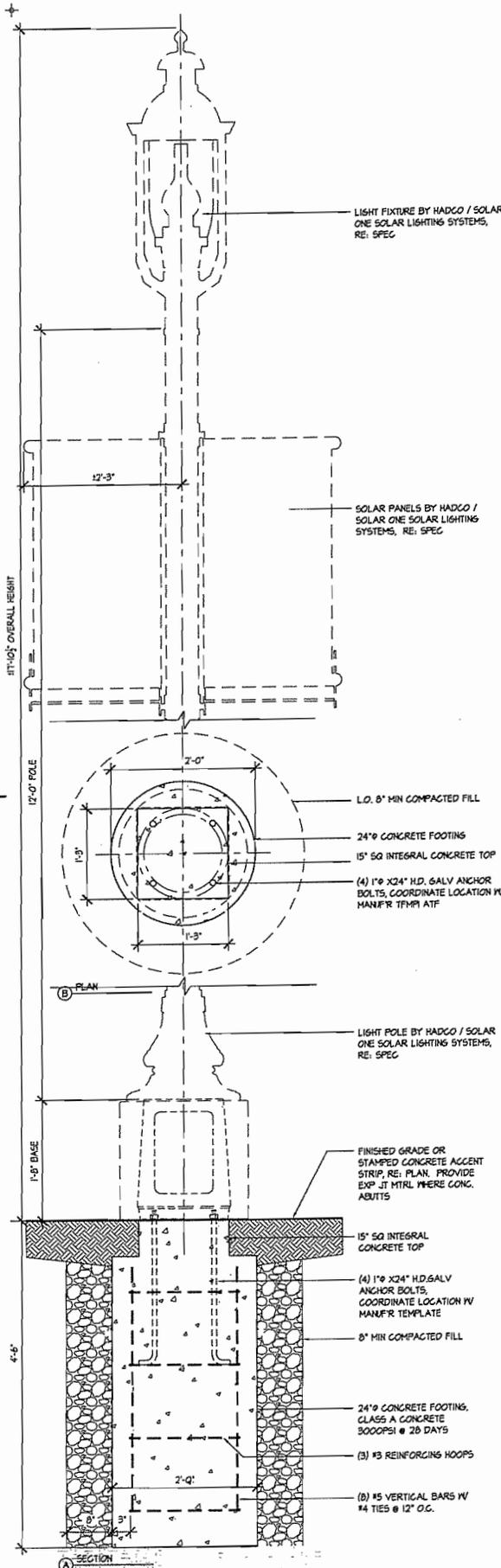
Partial Funding by:  
 Connecticut Department of Housing  
 DOH Grant No. MS-3-028-01



**POLE LOCATION**  
 1/2" = 1'-0"



CATCH BASIN TOPS SHALL CONFORM TO CONNECTICUT DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATION FORM 814 SECTION M.08.02-4. CAST RISER SECTIONS, THE KNOCKOUTS OR OPENINGS AROUND THE PIPES BE MORTARED TO 6". 6" REDUCER SHALL BE SPECIFICALLY SIZED AND PLACED FOR THE TYPE PIPED. ALL PRECAST UNITS, TOPS AND CONCRETE BLOCKS IN A CEMENT BED. 5" UNITS SHALL BE REINFORCED WITH WELDED WIRE FABRIC.



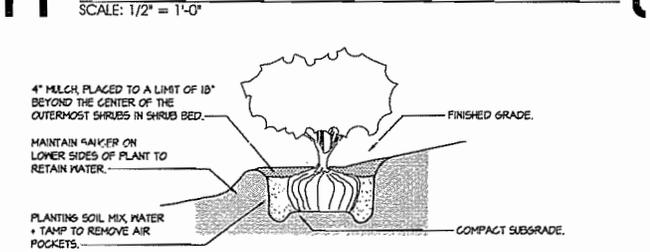
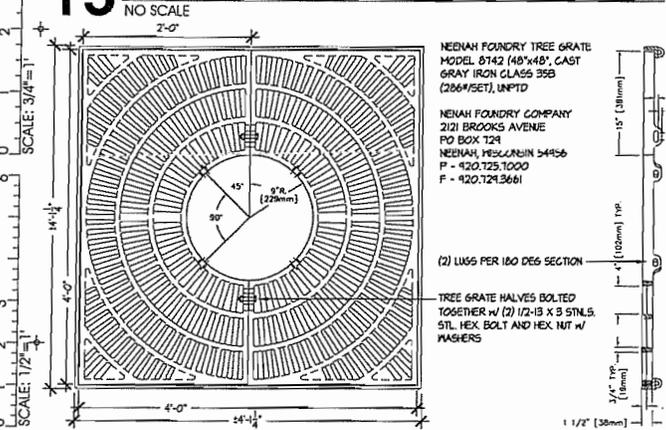
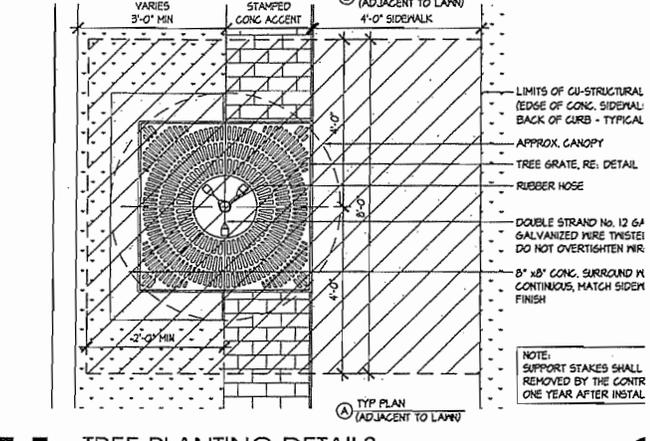
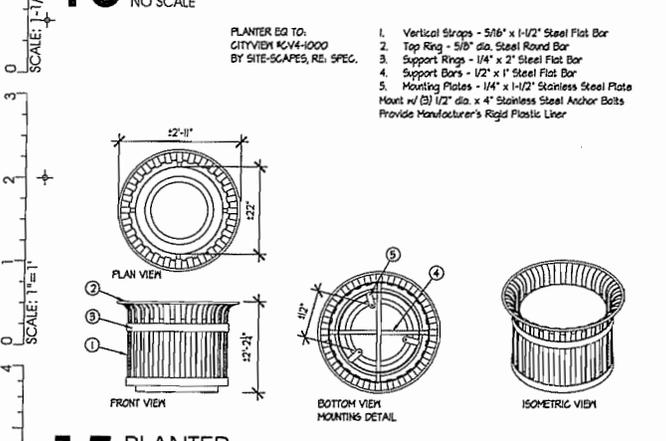
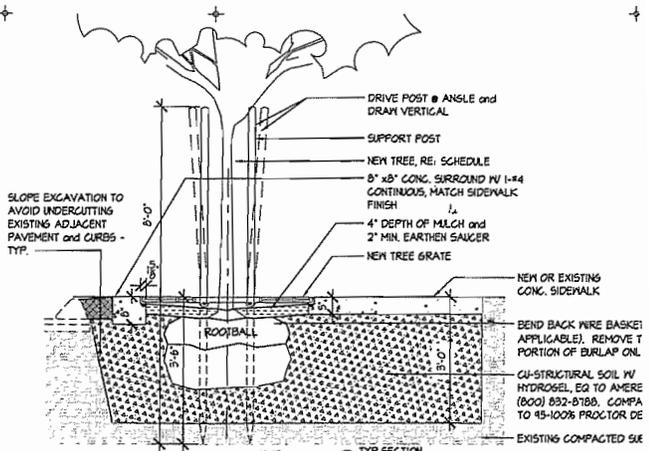
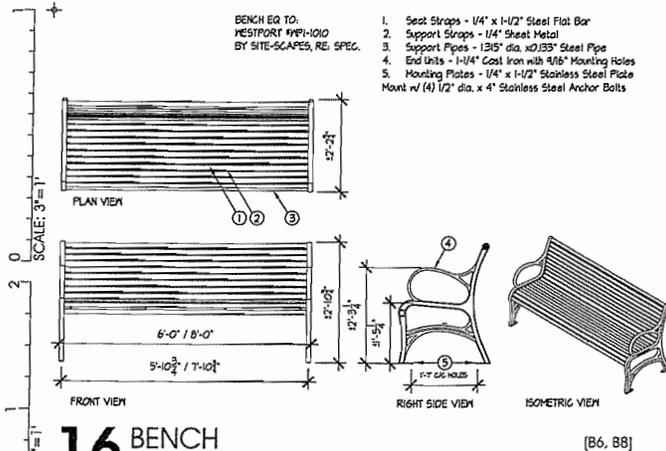
**01 LIGHT POLE FOUNDATION**  
 SCALE: 1" = 1'-0"

©2014 BREWSTER ARCHITECTS LLC  
 Drafting, coordination and other documents included herein by electronic form, prepared by BREWSTER ARCHITECTS, LLC and the drafter(s). Consultant's use of electronic form does not constitute an offer of any services or products, nor does it constitute an offer of any insurance or other financial product. The drafter(s) shall be responsible for the accuracy of the information provided. BREWSTER ARCHITECTS, LLC will not be held responsible for any errors or omissions.

REVISIONS:

DATE:	28 FEB 2014
PROJECT NO:	12.0080a
DRAWN:	WMB
CHECKED:	ARC
ISSUED FOR:	ISSUED FOR
	<input type="checkbox"/> PROGRAMMING
	<input type="checkbox"/> SCHEMATIC DESIGN
	<input type="checkbox"/> DESIGN DEVELOPMENT
	<input checked="" type="checkbox"/> BIDDING + CONSTRUCTION
	<input type="checkbox"/> PERMIT
	<input type="checkbox"/> PROGRESS ONLY - NOT FOR CONSTRUCTION
FILE NAME:	12-0080a_Linwood Sidewalks
	SITE DETAILS

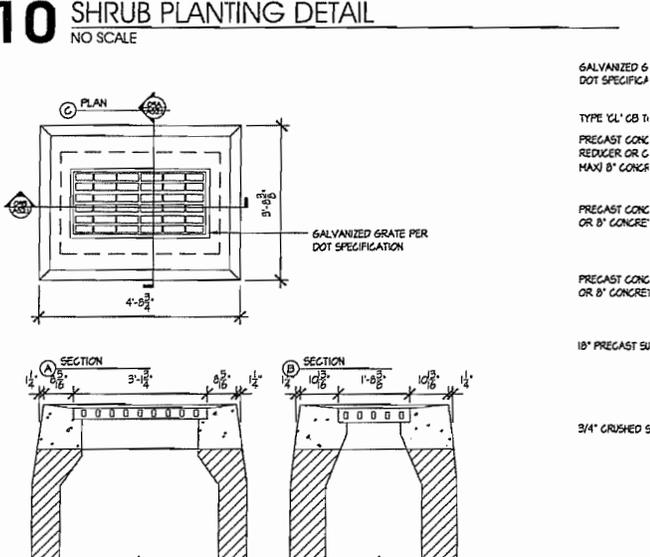
**AS2.1**



**13 PLANTING SCHEDULE**  
SCALE: 1" = 1'-0"

SYMBOL	QTY	COMMON NAME	BOTANICAL NAME	SIZE
TL	1	LITTLELEAF LINDEN	TILIA CORDATA	3" MIN. GALIPER
AR	1	AR-STRONGS MAPLE	ACER RUBRUM	3" MIN. GALIPER
JL	10	CHINESE JUNIPER	JUNIPERUS CHINESIS PFITZERIANA AUREA	2 GALLON MIN.
CA	20	RED TWIG DOGWOOD	CORNUS ALBA 'SIBIRICA'	2 GALLON MIN.
PT	1900	PACHYSANDRA	PACHYSANDRA TERMINALIS	3" H

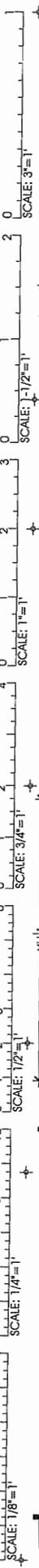
NOTE: REFER TO DETAILS 10AS21, 11AS21 and SPECIFICATION



IF THIS SHEET IS NOT 24 X 36, IT IS A REDUCED SCALE PRINT - SCALE ACCORDINGLY:

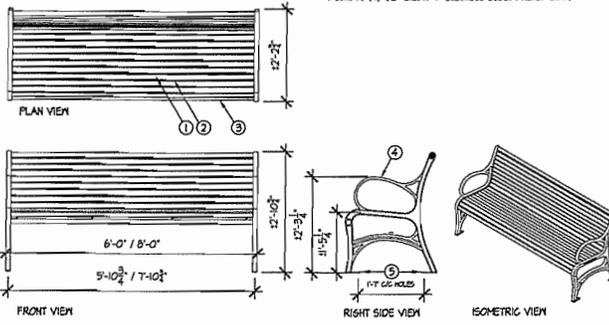


IF THIS SHEET IS NOT 24 X 36, IT IS A REDUCED SCALE PRINT - SCALE ACCORDINGLY:



BENCH EQ TO:  
WESTPORT #WPH-1010  
BY SITE-SCAPES, RE. SPEC.

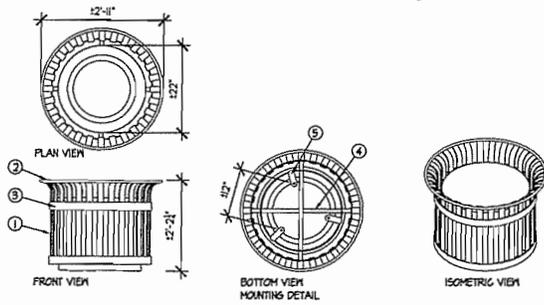
1. Seat Straps - 1/4" x 1-1/2" Steel Flat Bar
2. Support Straps - 1/4" Sheet Metal
3. Support Pipes - 1.315" dia. #10133" Steel Pipe
4. End Units - 1-1/4" Cast Iron with 9/16" Mounting Holes
5. Mounting Plates - 1/4" x 1-1/2" Stainless Steel Plate  
Mount w/ (4) 1/2" dia. x 4" Stainless Steel Anchor Bolts



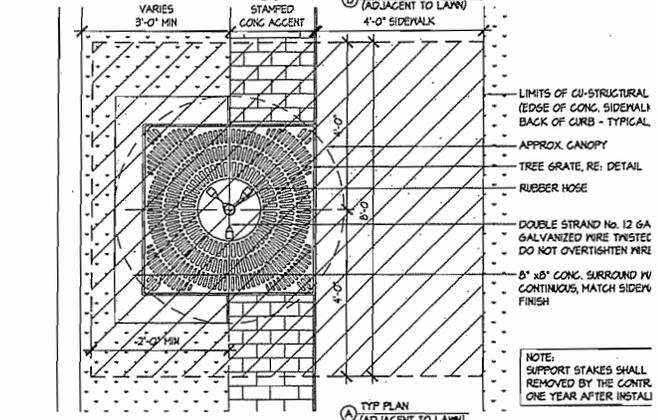
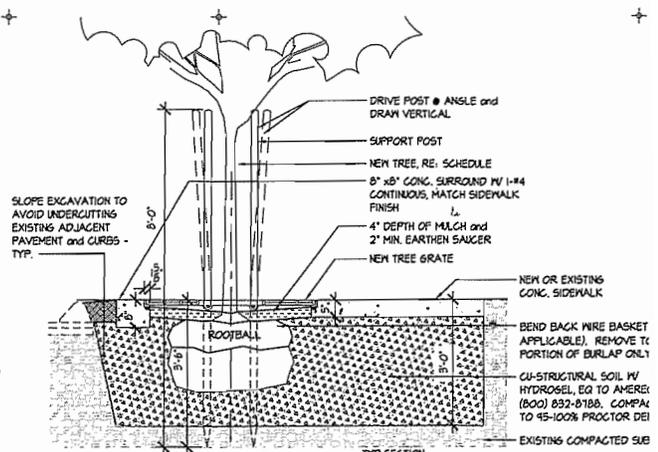
**16 BENCH**  
NO SCALE [B6, B8]

PLANTER EQ TO:  
CITYVIEW #CV4-1000  
BY SITE-SCAPES, RE. SPEC.

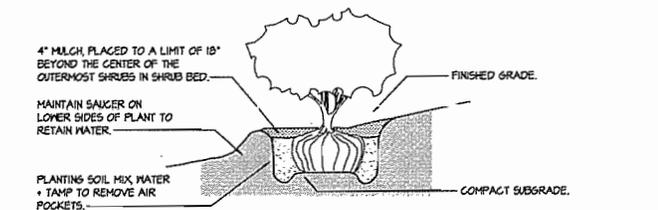
1. Vertical Straps - 5/16" x 1-1/2" Steel Flat Bar
2. Top Ring - 5/8" dia. Steel Round Bar
3. Support Rings - 1/4" x 2" Steel Flat Bar
4. Support Bars - 1/2" x 1" Steel Flat Bar
5. Mounting Plates - 1/4" x 1-1/2" Stainless Steel Plate  
Mount w/ (3) 1/2" dia. x 4" Stainless Steel Anchor Bolts  
Provide Manufacturer's Rigid Plastic Liner



**15 PLANTER**  
NO SCALE [P]



**11 TREE PLANTING DETAILS**  
SCALE: 1/2" = 1'-0"



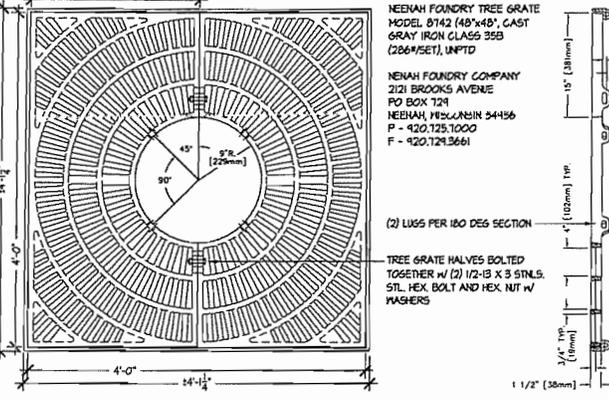
**10 SHRUB PLANTING DETAIL**  
NO SCALE

NEENAH FOUNDRY TREE GRATE  
MODEL 8142 (48"x48"), CAST  
GRAY IRON CLASS 35B  
(286#/SET), UNPTD

NEENAH FOUNDRY COMPANY  
2121 BROOKS AVENUE  
PO BOX 129  
NEENAH, WISCONSIN 54956  
P - 920.125.1000  
F - 920.129.3661

(2) LUGS PER 180 DEG SECTION

TREE GRATE HALVES BOLTED  
TOGETHER w/ (2) 1/2"-13 X 3 STNLS.  
STL. HEX. BOLT AND HEX. NUT w/  
WASHERS

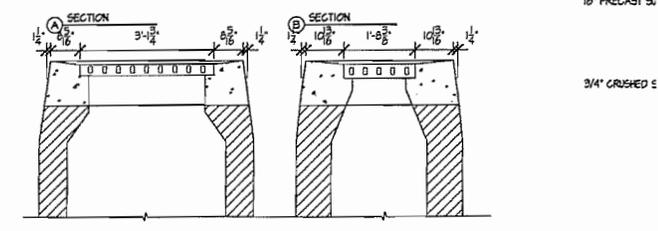
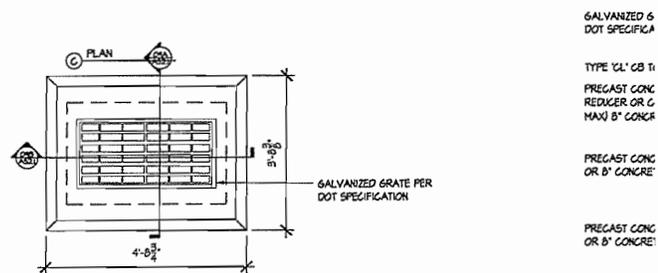


**14 TREE GRATE**  
NO SCALE [TG]

SYMBOL	QTY	COMMON NAME	BOTANICAL NAME	SIZE
TG	7	LITTLELEAF LINDEN	TILIA CORDATA	3" MIN. GALIPER
AR	1	ARMSTRONGS MAPLE	ACER RUBRUM	3" MIN. GALIPER
JG	10	CHINESE JUNIPER	JUNIPERUS CHINESIS PFTIZERANA ALREA	2 GALLON MIN.
CA	20	RED TYNS DOGWOOD	CORNUS ALBA 'SIBIRICA'	2 GALLON MIN.
PT	1900	PAGHY SANDRA	PAGHY SANDRA TERMINALIS	3" H

NOTE:  
REFER TO DETAILS 10AS2.1, 11(A)S2.1  
AND SPECIFICATION

**13 PLANTING SCHEDULE**  
SCALE: 1" = 1'-0"



NOTE:  
1. TYPE 'CL' CATCH BASIN TOPS SHALL CONFORM TO CONNECTICUT DEPARTMENT OF  
TRANSPORTATION STANDARD SPECIFICATION FORM 616 SECTION M.08.02-4

**09 TYPE 'CL' CATCH BASIN TOP**  
NO SCALE

- GALVANIZED 6 DOT SPECIFICA
- TYPE 'CL' CB T1
- PRECAST CONC. REDUCER OR C MAXI 8" CONCR
- PRECAST CONC. OR B' CONCRE
- PRECAST CONC. OR B' CONCRE
- 18" PRECAST SU
- 3/4" CRUSHED S



**Cragin Memorial Library**  
8 Linwood Avenue  
Colchester, CT 06415  
860-537-5752 ☎ Fax: 860-537-4559  
[www.colchesterct.gov/library](http://www.colchesterct.gov/library)

Date: March 3, 2014

To: Board of Selectmen

From: Kate Byroade, Library Director

Subject: Cragin Memorial Library- Photocopier for Library

Background

The Library has been looking for a complete photocopying solution that would provide copying and printing for the public and library use, including the ability to scan and print in color. The solution would replace three machines currently in place at the Library. The key concern has been to find a company that would integrate with the Library's print management system.

The proposed lease is \$177.33 per month for 60 months, for a color and black & white copier to serve as a network printer, offering scanner capabilities. The proposal includes a cash and coin-op machine for the public to pay for their copies and printouts. There is a per copy charge of \$0.01 per page for black & white and \$0.069 per page color, which will be billed quarterly. The lease includes all toner, parts, service calls, labor, and drum repair/replacement.

This proposal is lower than all other quotes received and is within the approved budget. The vendor has many years of experience serving public libraries in Connecticut and has recently completed a comparable installation at the East Hartford Public Library, utilizing the same print management system used at Cragin. The attached addendum includes a non-appropriation clause.

Recommendation

Approve the lease of a new Kyocera / Copystar CS-3051ci photocopier with CCP Solutions, LLC for the period March 7, 2014 to March 4, 2019 and authorize the First Selectman to sign all necessary documents.



74 Marine Street, Farmingdale NY 11735  
www.ccpcopy.com

Tel: 631-414-7945  
Fax: 631-414-7312

Document Solutions • Copier MFP's • Print Management

## Cragin Memorial Library CS-3051ci Proposal

Rev 3. February 12, 2014

Kate Byroade  
Director  
Cragin Memorial Library  
8 Linwood Ave.  
Colchester, Ct 06415  
860-537-5732 ext.103

Dear Ms. Byroade,

This is the revised price quote you requested for the Color copier/printer to replace your current vended copier and printer. The new CS-3051ci is a Color copy/print system equipped with a Jamex coin/bill vend box configured for walk up copies and connection to your Cassie print management system. I will assist your IT department with installation to your network. Quoted price includes delivery, setup of equipment, demonstration and removal of our equipment.

A 60 Month Lease Term is available for \$177.33 per month. Service for this machine is contracted at \$0.01 per page B&W and \$0.069 per page color. Toner, parts, service calls and labor are included for a 5 year term. Please see our Service agreement for details.

Lease payments are made to the leasing institution separate from the service contract. Service is provided Monday through Saturday and after normal business hours if necessary. A 5 hour response time is our goal. Page billing is done through CCP Solutions (Continental Copy) on pay as you use on a quarterly basis, with no minimums or overages.

Thank you for continued partnership with myself and CCP Solutions LLC

Please sign below and I'll setup a day for delivery.

\_\_\_\_\_

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

## **Equipment schedule**

- 1-CS3051ci Color Multi-function Product (MFP)
- 1- Stand for MFP
- 1 Flat platen cover
- C,M,Y,K toners, 1 each
- 1 Jamex 6557 JPCIO coin/bill box (incl. interface for copier and print system)
- Instructions and keys for Vend box
- Delivery and installation
- Removal of the KM-2050 copier and coin box

Dan Alvarez  
CCP Solutions LLC  
203-376-1323  
[Dan.ccpcopy@gmail.com](mailto:Dan.ccpcopy@gmail.com)



18 Beadel Street, Brooklyn NY 11222  
 www.ccpcopy.com  
 Tel: 718-782-5064  
 Fax: 718-388-7894

Document Solutions = Copy Products = Print Management

### Service Agreement

MFP

Printer

Fax

Coin-op

Customer Billing Info				Equipment Location. (If different from billing address)			
Customer Name: <b>Cragin Memorial Library</b>				Customer Name:			
Contact Name: <b>Kate Byroade</b>				Contact Name:			
Dept.: <b>Library Director</b>				Dept.:			
Street/PO: <b>8 Linwood Ave</b>				Street/PO:			
City: <b>Colchester</b>		State: <b>CT</b>	Zip: <b>06415</b>	City:		State:	Zip:
Bldg.:	Room#:	Suite:		Bldg.:	Room#:	Suite:	
Phone#: <b>860-537-5732 Ext: 103</b>				Phone#:			
Fax#:				Fax#:			
Email:				Email:			

ID#:	Equipment Description	Scan charge	Page charge	Minimum	Cost per term	Excess charge
	CS-3051 MFP	NA				
	B&W pages per		\$0.01			
	Color Pages per		\$0.69			
	Covers all toner, parts, maintenance, labor.					
<b>TOTALS: NA</b>						

#### USE ADDITIONAL PAGES FOR ADDITIONAL EQUIPMENT

All service agreements include: Toner, parts, service calls and Labor. Unless stated IT network is NOT included.

Sales Tax Not Included. Tax Exempt? Yes  No  If Yes, Attach Certificate

Length of contract: 60 Months	Invoicing: All units on one <input type="checkbox"/> Separately <input type="checkbox"/>
Meter Reading Frequency: Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/>	Purchase Order? No <input type="checkbox"/> Yes <input type="checkbox"/> PO#

Accepted by: **CCP Solutions LLC**

BY: \_\_\_\_\_  
 (Authorized signature)

Title: \_\_\_\_\_  
 (Please Print)

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

Customer (Legal Name)

BY: **X** \_\_\_\_\_  
 (Authorized signature)

Title: \_\_\_\_\_  
 (Please Print)

Date: \_\_\_\_\_ Fed ID#: \_\_\_\_\_

# *Addendum to Equipment Lease Contract for leases to state or municipal entities*

This addendum (the "Addendum") is incorporated into and a part that certain Equipment Lease Contract by and between CCP Solutions, LLC \_\_\_\_\_ ("Lessor," "we," "us") and Town of Colchester, Connecticut \_\_\_\_\_, a state or municipal governmental entity ("Lessee," "you," "your") executed by the Lessee on \_\_\_\_\_, 2014, under which the Lessee will lease Kyocera / Copystar CS-3051ci photocopier \_\_\_\_\_ from the Lessor. This Addendum and the Equipment Lease Contract together are one contract. This Addendum shall amend the Equipment Lease Contract to the extent, and only to the extent, that the terms of this Addendum are inconsistent with the terms of the Equipment Lease Contract. All other terms of the Equipment Lease Contract shall be and remain in full force and effect. In consideration of the Lessor's ("we") agreement to purchase the equipment and lease it to the Lessee ("you"), the Lessee agrees as follows:

- I. REPRESENTATIONS, COVENANTS AND WARRANTIES OF LESSEE.** You hereby represent, covenant and warrant to us as follows: (a) You are authorized under the Constitution and laws of the State to enter into this Lease (and the other agreements and documents relating to the Lease, hereinafter included in the definition of "Lease") and to perform all of your obligations hereunder and thereunder; (b) The officer of the Lessee entity who is executing the Lease and each Schedule has been duly authorized to execute and deliver same under the terms and provisions of a resolution of your governing body, or by other appropriate official action; (c) In authorizing and executing the Lease, you have complied with all public bidding, usury and other State and Federal laws applicable to the acquisition of the Equipment; (d) You have sufficient appropriations or other funds available to pay all amounts due under Lease for the applicable fiscal year; (e) The Equipment is essential to your proper, efficient and economic operation; (f) You have never terminated an equipment lease, lease-purchase or similar contract due to non-appropriation of funds or defaulted under the terms thereof.
- II. NON-APPROPRIATION OF FUNDS.** You believe that funds can and will be obtained in amounts sufficient to make all Lease Payments during the Lease term. You and your fiscal officer hereby covenant that you (the Lessee entity) and he/she will do all things within your and his/her power to obtain, maintain and properly request and pursue funds from which the lease payments and payments for other related charges, if any, may be made, specifically including in your annual budget requests amounts sufficient to make such payments for the full Lease term. You intend to make all such payments for the full Lease term if funds are legally available for that purpose. If your official governing body does not allot you funds for the succeeding fiscal year to continue such payments under the Lease, and you have no other available funds to continue making such payments under the Lease or to purchase, lease or rent other equipment or services to perform functions similar to those performed by the Equipment under this Lease, you may terminate the Lease at the end of the then current fiscal year, by giving ninety (90) days prior written notice to us, and enclosing therewith a sworn, notarized statement that the foregoing conditions exist. **The foregoing shall be the sole circumstance in which you will not be legally obligated to continue making such payments beyond the end of the then current fiscal year.** Upon the occurrence of this event, if any Lease is terminated by you in accordance with this paragraph, you agree (i) not to purchase, lease or rent personal property to perform the same or similar functions as, or functions taking the place of, those performed by the Equipment under this Lease, and (ii) not to permit such functions to be performed by your own employees or by any agency, contractor, service provider or other entity affiliated with or hired by you, for a period of three hundred sixty (360) days; provided, however, that these restrictions shall not be applicable in the event that the Equipment under this Lease is sold by us and the amount received from such sale, less all costs of such sale, is sufficient to pay the then balance otherwise then due from you under this Lease. If the application of these restrictions would affect the validity of this Lease, you agree to provide us with an opinion of your counsel relating to the circumstances of non-appropriation. Upon the occurrence of this event, you shall, at your cost and expense, both restore the Equipment to its original condition (excepting only reasonable wear and tear) and return it to us in accordance with the terms set forth in Section III of this Addendum. Upon termination of the Lease by reason of non-appropriation of funds as provided herein, you shall not be responsible for the payment of any additional Lease Payments coming due with respect to succeeding fiscal years. However, (a) **you shall continue to remain responsible for the payment of all past due payments and other obligations that accrued under the Lease prior to the end of the 90-day notice period referred to above;** and (b) **if you have not delivered possession of the Equipment to us at your expense and conveyed title to us or released your interest in the Equipment to us within ten (10) days after the termination of the applicable Lease, the termination shall nevertheless be effective, but you shall be responsible for the payment of damages in an amount equal to the amount of the lease payments thereafter coming due under the Lease that are attributable to the number of days after such ten (10) day period during which you fail to take such actions, plus all other losses suffered by us as a result of your failure to take such actions as required.** Non-Appropriation under one Lease shall not affect the validity or enforceability or any other lease or contract between you and us.

**III. RETURN OF EQUIPMENT.** Notwithstanding any contrary terms set forth or implied in the "Equipment Lease Contract," upon the expiration or termination of the Lease in accordance with its terms prior to the payment of all lease payments and other amounts due to us hereunder, you shall return the Equipment to us in the same condition it was in as of the date it was delivered to you, excepting only reasonable wear and tear, in the following manner as may be specified by us in our sole discretion: (a) by delivering the Equipment at your cost and expense to such place within the State as we shall specify; or (b) by loading such portions of the Equipment as are considered movable at your cost and expense, on board such carrier as we shall specify and shipping the same, freight prepaid by you, to a place specified by us. If you refuse to return the Equipment in the manner designated above, we may repossess the Equipment and charge you with the costs of such repossession and/or pursue any other remedy provided to us in this Lease or under law.

**IV. OPTION TO PURCHASE.** Notwithstanding any contrary term set forth or implied in the "Equipment Lease Contract" or any separate purchase option document executed by us, upon the expiration of the originally scheduled term of the Lease, provided you have made all scheduled payments to us, have not terminated the Lease by reason of non-appropriation or other reason, and are not then in default under the Lease, you shall have the option to purchase our interest in the Equipment for the purchase option price specified in such purchase option.

**V. FINANCIAL INFORMATION.** During the term of this Lease, you annually shall provide us with current annual financial reports, budgets, proof of appropriation for the ensuing fiscal year and such other financial information relating to your ability and commitment to continue the Lease as may be requested by us.

The terms of this Addendum shall inure to the benefit of Lessor's successors and assigns.

Intending to be legally bound, the parties hereto have executed this Agreement effective as of the effective date of the Equipment Lease Contract.

LESSOR: CCP Solutions LLC 74 Marine St.Farmingdale, NY 11735

LESSEE: Town of Colchester, Connecticut

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

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

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

# Memo

**To:** Board of Selectmen

**From:** Nancy A. Bray, Town Clerk

**Date:** 2/26/2014

**Re:** Application Targeted Grant FY 2015

---

This is the Historic Documents Grant Application from the State Library for this year. Gregg needs to sign the second page of the application after the following motion:

**"Motion to appoint Nancy A. Bray, Town Clerk, as the applicant for the Grant".**

*Thank You!*

**APPLICATION**  
**TARGETED GRANT FY 2015**  
 Historic Documents Preservation Program  
 Connecticut Municipalities  
 GP-001 (rev. 12/11)



STATE OF CONNECTICUT  
 Connecticut State Library  
 PUBLIC RECORDS ADMINISTRATOR  
 231 Capitol Ave., Hartford, CT 06106

*This form may be completed and printed for submission at <http://www.ctstatelibrary.org/organizational-unit/public-records>*

<b>Name of Municipality:</b>	<b>Colchester</b>		
<b>Name of Municipal CEO:</b>	<b>Gregg B. Schuster</b>	<b>Title:</b>	<b>First Selectman</b>
<b>Phone with Area Code:</b>	860-537-7220	<b>FAX:</b>	860-537-0547
<b>Email:</b>	selectman@colchesterct.gov		
<b>Name of Town Clerk:</b>	<b>Nancy A. Bray</b>	<b>Title:</b>	<b>Town Clerk</b>
<b>Phone with Area Code:</b>	860-537-7215	<b>FAX:</b>	Same
<b>Email:</b>	townclerk@colchesterct.gov	<b>Check if Designated Applicant:</b>	<input checked="" type="checkbox"/>
<b>TC Mailing Address:</b>	127 Norwich Avenue, Colchester, CT 06415		
<b>MCEO Address if Different:</b>			

**Grant Application Deadline:**  Cycle 1: April 30, 2014       Cycle 2: September 30, 2014

**Grant Contract Period:** The contract period begins after July 1, 2014 AND receipt of the fully executed contract. Grant projects must be completed and funds expended by June 30, 2015.

**Maximum Grant Allowed:**

\$5,000	Small Municipality	Population less than 25,000
\$7,500	Medium Municipality	Population between 25,000 and 99,999
\$10,500	Large Municipality	Population of 100,000 or greater

**Amount Requested:**      \$ **\$5,000.00**

**Grant Category(ies):**

<input type="checkbox"/> Inventory and Planning	<input type="checkbox"/> Organization and Indexing
<input type="checkbox"/> Program Development	<input type="checkbox"/> Storage and Facilities
<input checked="" type="checkbox"/> Preservation/Conservation	

Budget Summary	Grant Funds (A)	Local Funds (B)	Total Funds (A+B)
<b>1. Consultants/Vendors</b> (Total cost for all consultants and vendors)	\$ 4,752	\$	\$ <b>4,752</b>
<b>2. Equipment</b> (Total cost for eligible items, i.e. shelving)	\$	\$	\$
<b>3. Supplies</b> (Total cost for eligible items, i.e. archival supplies)	\$ 248.00	\$	\$ <b>248.00</b>
<b>4. Town Personnel Costs</b> (Total cost for all town personnel)	<sup>1</sup> \$	<sup>2</sup> \$	\$
<b>5. Other</b> (Please specify on a separate sheet)	\$	\$	\$
<b>6. TOTAL</b>	\$ <b>5,000</b>	\$	\$ <b>5,000</b>

<sup>1</sup> Base pay only for personnel hired directly by the municipality. Personnel costs for vendors should be listed under Consultants/Vendors.

<sup>2</sup> Personnel taxes and benefits must be paid by the municipality if grant funds used for base pay.

**Narrative**

Answer the following four questions on a separate page, numbering each answer to correspond with the question. If applying for more than one project, be sure to include information on each project. A vendor's proposal or prepared text may not be used in place of the applicant's own words.

1. **Describe the project(s).** Identify the specific records involved (including type of records, volume numbers and dates), what will be done, and why.
2. **Identify the vendors and/or town personnel.** Include their assigned duties and the timeframe for completing the work.
3. **Describe what the municipality hopes to accomplish with the grant.** Indicate how the project(s) will impact the records, the office and the municipality.
4. **Provide a detailed budget.** For each Budget Summary line item (*Consultants/Vendors, Equipment, Supplies, and Town Personnel Costs*), list the detailed expenses that make up that line item. Split the costs between grant and local funds, if applicable. For any *Town Personnel Costs*, include the job title, hourly rate, and total number of working hours for each individual.

**Note:** If applying for only one project and using only one vendor, you may omit the detailed budget provided that the expenses are clearly indicated on the enclosed vendor proposal.

**Supporting Documentation**

Enclose copies of supporting documentation. For consultants/vendors, provide a copy of the proposal or quote. For direct purchases of equipment or supplies, provide a copy of the product information/pricing.

**Designation of Town Clerk as Applicant**

This section to be completed only if the MCEO wishes to designate the Town Clerk to make the application for the grant.

I hereby designate, Nancy A. Bray, the Town Clerk, as the agent for making the above application.

\_\_\_\_\_  
Signature of MCEO

\_\_\_\_\_  
Date

Gregg B. Schuster, First Selectman  
Typed Name and Title of MCEO

**Certification of Application**

This section must be signed by the applicant.

If the Town Clerk has been designated above, the Town Clerk must sign. If the Town Clerk is not designated, the MCEO must sign.

I hereby certify that the statements contained in this application are true and that all eligibility requirements as outlined in the *FY 2015 Targeted Grant Guidelines* have been met.

\_\_\_\_\_  
Signature of Applicant (MCEO or Town Clerk if Designated)

\_\_\_\_\_  
Date (must be same as or later than above date)

Nancy A. Bray, Town Clerk  
Typed Name and Title of Applicant

**For State Library Use Only**

Grant Disposition:  Approved  Denied

Grant Award: \$ \_\_\_\_\_

Grant Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_  
Signature of Public Records Administrator

\_\_\_\_\_  
Date

**TOWN OF COLCHESTER**  
**Historic Documents Preservation**  
**Targeted Grant Application Second Page**

**Narrative Description:**

1. Most of the grant money will be used for paper preservation/conservation. We have several early land record volumes that need repairing, binding replacement from about 1843-1850; we plan on starting with one of those volumes for this year. We also have a Treasurer's Book from 1791 that has sepia ink that is bleeding as well as frayed and worn edges in need of repair.

The rest will be used to purchase archival storage boxes for retention purposes.

2. The vendor is KOFILE Preservation, 1 Allen Martin Drive, Essex, VT 05452. Joe Degnan has assisted us in many previous preservation projects and we have been very happy with the end product. This project should be completed in approximately four months.

The archival boxes will be purchased from Dupont Storage Systems, 17 Canoe Birch Court, Berlin, CT 06037.

3. This project will preserve our hand-written land records dating back to the 1800's. The pages are being destroyed over time by regular handling. These volumes are of historical value to the Town.

The second part of this grant has to do with a larger plan to put a Document Management and Preservation system in place at our Town Hall. We would start with identification, next step would be software, followed by storage and end with digitization.

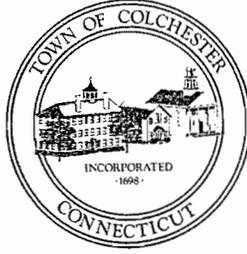
**TOWN OF COLCHESTER**  
**Historic Documents Pres. Targeted Grant**  
**Detailed Budget Page**

Part 1: Consultant/Vendor – Grant Funds (A) \$4,752.00  
Paper Conservation as follows:

Treasurer’s Book 1791	1,280.00
Warrantee Deed Book Vol. 29	3,472.00

Part 3: Supplies – Grant Funds (A) 248.00  
80 Archival Boxes

\$5,000.00



**N. Maggie Cosgrove  
Chief Financial Officer  
Finance Department**

Date: March 3, 2014

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Unemployment Tax Management Corporation - Service Agreement

Background

Unemployment Tax Management Corporation currently provides services to the Town and Board of Education related to unemployment compensation claims.

These services include claims processing, the representation of the employer at all unemployment claim hearings, auditing of claims and benefit payments, consulting services and training. The proposed annual fee for these services reflects a \$30 per quarter increase effective 4/1/14. The current contract expires on 3/31/14 and the Town has requested that the contract period be revised to the Town's fiscal year.

Recommendation

Approval of Services Agreements for the periods 4/1/14-6/30/14 and 7/1/14-6/30/15 with the Town and authorization for First Selectman to sign all necessary documents.

## UNEMPLOYMENT COMPENSATION SERVICE AGREEMENT

The UNEMPLOYMENT TAX MANAGEMENT CORPORATION (UTMC) agrees to perform the services listed below for the tax rating account(s) designated:

A. Claims Services

(1) Process unemployment compensation claims transmitted to UTMC, (2) where applicable, present reasons for claimant termination to the state agency, (3) provide complete follow through on protested and non-protested claims, dealing with the state agency on behalf of the client, and (4) discuss claims of unusual or problematical nature with the client.

B. Auditing Services

(1) Establish auditing parameters for all claims so as to control the state's charging of the client's account, (2) review each claim's wage data and record and compute that is required for "cost-efficient" auditing, (3) audit all benefit charge statements, (4) protest and appeal illegal, excessive, and unwarranted benefit charges, and (5) provide follow through on prior protests and inquiries to maximize the opportunity for a client credit.

C. Tax Rating Services

(1) Review client's quarterly contribution report and extract data for benefit charge auditing, where applicable and cost-efficient, and verification of state's tax assignment, (2) maintain a "debit-credit" ledger for each tax rating account, (3) verify the accuracy of the state's tax rate assignment to the client, and take appropriate protest action if client's taxes will be or could be higher than justified and (4) where applicable, notify the client as to the appropriateness of making a voluntary contribution as well as the recommended procedure and amount needed.

D. Consultation and Reporting Services

(1) Consult with the client on all matters relating to the control of unemployment compensation costs when requested by the client or when necessary, (2) give advice, when requested on personnel and administrative procedures relating to unemployment compensation costs, (3) acquaint the client of unemployment compensation statute or regulation changes or other matters which might require significant policy or procedural changes for the client, (4) assist in the formulation of client personnel policies which do or could relate to unemployment compensation costs, and (5) submit a detailed written annual report to the client at the expiration of this agreement, thereby allowing the client to fully evaluate the effectiveness of the UTMC program.

E. Special Training Services

Provide educational seminars and informal discussions for any groups of company personnel designated by the client provided that -

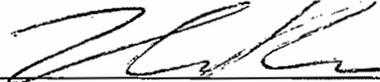
1. the client shall request these sessions of UTMC;
2. the times of such meetings shall be at the mutual convenience of the client and UTMC;
3. the sessions shall be presented to groups of reasonable size; and
4. the contents of these meetings shall be applicable to the unemployment compensation statute and procedures there under.

For the services above TOWN OF COLCHESTER agrees to submit timely  
quarterly payments to UTMC in the amount of

TWO HUNDRED AND FIFTY DOLLARS (\$250)

This Agreement shall be effective for one quarter from APRIL 1, 2014 - JUNE  
30, 2014.

For client: \_\_\_\_\_

For UTMC:  \_\_\_\_\_

## UNEMPLOYMENT COMPENSATION SERVICE AGREEMENT

The UNEMPLOYMENT TAX MANAGEMENT CORPORATION (UTMC) agrees to perform the services listed below for the tax rating account(s) designated:

### A. Claims Services

(1) Process unemployment compensation claims transmitted to UTMC, (2) where applicable, present reasons for claimant termination to the state agency, (3) provide complete follow through on protested and non-protested claims, dealing with the state agency on behalf of the client, and (4) discuss claims of unusual or problematical nature with the client.

### B. Auditing Services

(1) Establish auditing parameters for all claims so as to control the state's charging of the client's account, (2) review each claim's wage data and record and compute that is required for "cost-efficient" auditing, (3) audit all benefit charge statements, (4) protest and appeal illegal, excessive, and unwarranted benefit charges, and (5) provide follow through on prior protests and inquiries to maximize the opportunity for a client credit.

### C. Tax Rating Services

(1) Review client's quarterly contribution report and extract data for benefit charge auditing, where applicable and cost-efficient, and verification of state's tax assignment, (2) maintain a "debit-credit" ledger for each tax rating account, (3) verify the accuracy of the state's tax rate assignment to the client, and take appropriate protest action if client's taxes will be or could be higher than justified and (4) where applicable, notify the client as to the appropriateness of making a voluntary contribution as well as the recommended procedure and amount needed.

D. Consultation and Reporting Services

(1) Consult with the client on all matters relating to the control of unemployment compensation costs when requested by the client or when necessary, (2) give advice, when requested on personnel and administrative procedures relating to unemployment compensation costs, (3) acquaint the client of unemployment compensation statute or regulation changes or other matters which might require significant policy or procedural changes for the client, (4) assist in the formulation of client personnel policies which do or could relate to unemployment compensation costs, and (5) submit a detailed written annual report to the client at the expiration of this agreement, thereby allowing the client to fully evaluate the effectiveness of the UTMC program.

E. Special Training Services

Provide educational seminars and informal discussions for any groups of company personnel designated by the client provided that -

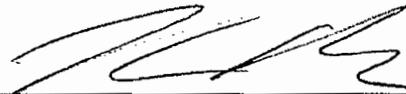
1. the client shall request these sessions of UTMC;
2. the times of such meetings shall be at the mutual convenience of the client and UTMC;
3. the sessions shall be presented to groups of reasonable size; and
4. the contents of these meetings shall be applicable to the unemployment compensation statute and procedures there under.

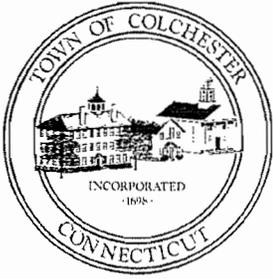
For the services above TOWN OF COLCHESTER agrees to submit timely  
quarterly payments to UTMC in the amount of

TWO HUNDRED AND FIFTY DOLLARS (\$250)

This Agreement shall be effective for one year from JULY 1, 2014.

For client: \_\_\_\_\_

For UTMC:  \_\_\_\_\_



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

---

Gregg Schuster, First Selectman

## MEMORANDUM

**To:** Board of Selectmen

**cc:**

**From:** Gregg Schuster, First Selectman *gjs*

**Date:** 3/3/14

**Re:** Historical Society Reimbursement Request

---

Attached please find correspondence from the Historical Society requesting reimbursement for repairs made to the museum. Also attached is the lease.

The board should discuss this request and determine if the town should reimburse the Historical Society.

**Tricia Dean**

---

**From:** Andy and Angela George <aageorge27@sbcglobal.net>  
**Sent:** Wednesday, February 19, 2014 7:36 AM  
**To:** Gregg Schuster  
**Cc:** Steve and Laurie Kane; Gigi Liverant; John Hoban; Don Standish; Debbie Hayn; Mary Tomasi; Goldie Liverant; Joann Riddell; Linda Stoddard; Gary Walter  
**Subject:** Re: CHS Museum Building Repairs

Hello, Gregg,  
Thank you for reviewing the lease. We have had the same interpretation. Over the past several years, the Historical Society has done all necessary to maintain and repair the building. As this seems a rather major "repair" to the main foundation of the building, we would like to have the Board of Selectman consider our plight for financial compensation of this work. Please do add this request to the agenda. Is this an open meeting that we should send representatives?  
Regards,  
Angela

**From:** Gregg Schuster <[FirstSelectman@colchesterct.gov](mailto:FirstSelectman@colchesterct.gov)>  
**To:** Andy and Angela George <[aageorge27@sbcglobal.net](mailto:aageorge27@sbcglobal.net)>  
**Sent:** Tuesday, February 18, 2014 4:32 PM  
**Subject:** RE: CHS Museum Building Repairs

Angela,

I've located our copy of the lease. The lease does say that the tenant is responsible for these repairs. If you would like, I could bring your request to the Board of Selectmen meeting on 3/6/14 to see if they are willing to discuss this.

Thanks,

Gregg

\*\*\*\*\*

Gregg Schuster  
First Selectman  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415  
860.537.7220

-----Original Message-----

**From:** Andy and Angela George [<mailto:aageorge27@sbcglobal.net>]  
**Sent:** Tuesday, January 14, 2014 5:23 PM  
**To:** Gregg Schuster  
**Subject:** RE: CHS Museum Building Repairs

Hello, Gregg,

I believe we have a copy of the lease. Tomorrow evening there is a CHS meeting at the museum. I will try to get a copy for you.

Angela

-----  
On Tue, 1/14/14, Gregg Schuster <[FirstSelectman@colchesterct.gov](mailto:FirstSelectman@colchesterct.gov)> wrote:

Subject: RE: CHS Museum Building Repairs  
To: "Andy and Angela George" <[aageorge27@sbcglobal.net](mailto:aageorge27@sbcglobal.net)>  
Date: Tuesday, January 14, 2014, 3:48 PM

Angela, I'm trying to find the original lease in order to make a recommendation on how to proceed. As soon as I take care of that, I will be in touch. Thanks, Gregg \*\*\*\*\*Gregg SchusterFirst SelectmanTown of

Colchester127 Norwich AvenueColchester, CT  
06415860.537.7220 From: Andy and Angela George [mailto:[aageorge27@sbcglobal.net](mailto:aageorge27@sbcglobal.net)]  
Sent: Wednesday, January 08, 2014 1:01 PM

To: Gregg Schuster  
Subject: Re: CHS Museum Building Repairs Hello,

Gregg, Thanks for the prompt reply. The work was not "authorized" by anyone from the town. Although we had the Town Engineer look at the foundation (crumbling), and he agreed with the assessment of need, he did not authorize the work since we lease the building from the town. CHS acted on it own to have the work completed lest the building have more extensive problems Angela

From: Gregg Schuster <[FirstSelectman@colchesterct.gov](mailto:FirstSelectman@colchesterct.gov)>  
To: Andy and Angela George <[aageorge27@sbcglobal.net](mailto:aageorge27@sbcglobal.net)>

Cc: James Paggioli <[JPaggioli@colchesterct.gov](mailto:JPaggioli@colchesterct.gov)>

Sent: Wednesday, January 8, 2014 11:31 AM  
Subject: Re: CHS Museum Building Repairs

Angela,  
Who authorized this work?

Thanks,  
Gregg Gregg  
SchusterFirst  
Selectman  
Sent  
from my iPhone

On Jan 7, 2014, at 12:11 PM, "Andy and Angela George" <[aageorge27@sbcglobal.net](mailto:aageorge27@sbcglobal.net)> wrote:Dear Gregg, The Colchester Historical Society has recently had to make a major repair to the foundation of the building which houses our museum. As the town is the owner of this building, we had previously contacted the town engineer who agreed the work was needed. No discussion of cost was agreed upon. Since then I understand the that the town may be approached to assume such costs for major repairs of town buildings. We have not yet received the invoice from the contractor but it is estimated to be approximately \$2500. What is the best way to approach reimbursement of this repair cost to the Colchester Historical Society? Thank you,Angela  
GeorgePresident860  
537-5596

## LEASE

THIS LEASE is made as of October 8, 2003, by the **TOWN OF COLCHESTER**, a municipal corporation ("Landlord"), and the **COLCHESTER HISTORICAL SOCIETY, INC.**, a Connecticut nonstock corporation ("Tenant").

### ARTICLE 1. AGREEMENT

Landlord leases the Premises (as defined in Article 2) to Tenant, and Tenant leases the Premises from Landlord, according to the terms, covenants and conditions in this Lease.

### ARTICLE 2. PREMISES

The Premises are the land and building commonly known as the Parsonage, located at 24 Linwood Avenue, Town of Colchester, County of New London, State of Connecticut, as further described on Exhibit A attached hereto and made a part hereof.

### ARTICLE 3. TERM

The term of this Lease is ninety-nine (99) years, beginning on October 8, 2003 ("Commencement Date") and expiring on October 7, 2102 ("Term").

### ARTICLE 4. RENT

(a) Fixed Rent. Tenant will pay Landlord an annual rent of one dollar (\$1.00), receipt of which is hereby acknowledged ("Fixed Rent"). Any amounts to be paid by Tenant under this Lease which are not Fixed Rent are referred to collectively herein as "Additional Rent." Fixed Rent and Additional Rent shall collectively be referred to as "Rent."

(b) Additional Rent. Tenant shall pay directly to the taxing authority when due, or, at Landlord's option, to Landlord, the real estate and personal property taxes, if any, assessed and levied upon the Premises, as well as any special assessments or charges of any kind imposed upon the Premises for any purpose whatsoever during the Term and any interest, penalties, liens, fees and late charges, if any, relating thereto, as to which Tenant shall indemnify and hold Landlord harmless ("Taxes").

(c) Taxes. In any case where a tax may be levied, assessed or imposed upon the Additional Rent reserved hereunder in lieu of or as a substitute, in whole or in part, for Taxes levied, assessed or imposed by any governmental authority upon the Premises or any part thereof, Tenant shall pay the same, the intention of this paragraph being that Tenant shall pay all Taxes arising out of the operation of or imposed in connection with the Premises, without regard to how such tax is described, interpreted, construed or characterized by any governmental authority or court, provided that this Section shall not

be construed to include income taxes assessed against Landlord, franchise, estate, succession, inheritance or transfer taxes or any tax or charge in replacement or substitution of the foregoing or of a similar character.

(d) Net Lease. This Lease is and shall be deemed and construed to be a "net lease," and Tenant shall pay all operating, maintenance, repair and utility costs and insurance premiums, except for those costs under Article 6(c) and Article 11(c), and, in addition, shall pay to Landlord, absolutely net throughout the Term, the Rent and all other payments required hereunder, free of any charges, assessments, impositions or deductions of any kind and without abatement, deduction or setoff of any kind.

#### ARTICLE 5. UTILITIES

Tenant will pay directly to the appropriate suppliers, or at Landlord's option, to Landlord, fees for all utilities used in the Premises, including, but not limited to, water, gas, electricity, light, heat, telephone, power, and other utilities and communications services. Tenant will also procure, or cause to be procured, without cost to Landlord, any and all necessary permits, licenses, or other authorizations required for the lawful and proper installation and maintenance upon the Premises of wires, pipes, conduits, tubes, and other equipment and appliances for use in supplying any of the services to and upon the Premises. Landlord, upon request of Tenant, and at the sole expense and liability of Tenant, will join with Tenant in any application required for obtaining or continuing any of such services.

#### ARTICLE 6. INSURANCE

(a) Tenant's Insurance. Tenant shall, at Tenant's expense, obtain and keep in force during the Term a policy of comprehensive public liability insurance (including comprehensive general liability insurance) in the amount of \$1,000,000 per occurrence, insuring Tenant against any liability arising out of the use, occupancy or maintenance of the Premises. Such insurance shall be in the amounts designated by the Landlord, in its sole discretion. Such amounts may be reasonably increased by Landlord from time to time. The limit of any such insurance shall not, however, limit the liability of Tenant hereunder. Such insurance shall also name Landlord as an additional insured therein. If Tenant shall fail to procure and maintain said insurance, Landlord may, but shall not be required to, procure and maintain the same, but the cost thereof shall be borne by Tenant as Additional Rent. Insurance required hereunder shall be in companies rated A-XI or better in Best's Insurance Guide. Tenant shall deliver to Landlord, prior to or at the beginning of the Term, a copy of the policy of liability insurance required herein or certificate evidencing the existence and amounts of such insurance. No such policy shall be subject to reduction of coverage without thirty (30) days' prior written notice, provided that the coverage cannot be reduced below the minimum levels set forth above. All such policies shall be written as primary policies not to be cancelable or reduced as aforesaid by the insurer without first giving to Landlord at least thirty (30) days' prior

written notice. Tenant shall also obtain and keep in force during the Term, at Tenant's expense, a policy of hazard insurance for its property located in the Premises.

(b) Glass. Tenant shall be responsible for all breakage or injury to plate glass, other glass or structural glass in the Premises and agrees to replace all the glass as cited herein in the Premises which may be injured or broken during the Term with glass of the same kind and quality, unless same shall be broken by fire, and shall carry insurance to cover such breakage or injury in an approved casualty company in the name of Landlord and pay the premium when due and payable.

(c) Landlord's Insurance. Landlord shall maintain in full force and effect throughout the Term a policy of hazard insurance insuring the Premises against loss by or damage due to risks covered by the broadform policy or such broader coverage as may from time to time be customary, including fire, lightning, extended coverage, boiler explosion, vandalism and malicious mischief. Such policy shall be in an amount deemed reasonable by the Landlord. Nothing herein shall preclude any such policy from bearing a loss payee endorsement(s) in favor of the holder(s) of any mortgage encumbering the Premises. Proceeds from said fire insurance policy shall be payable, first, to the holder(s) of any such mortgage to the extent required thereby, and the balance shall then be payable solely to Landlord.

(d) Tenant's Use Not To Affect Insurance. Tenant shall not use the Premises, nor permit the Premises to be used, nor acts to be done therein which will cause a cancellation of any such insurance policies. Tenant shall not keep or permit to be kept in or about the Premises any article which may be prohibited by any standard form policy of fire insurance. Tenant shall, at Tenant's expense, comply with all insurance company requirements pertaining to the use of the Premises, so that the Premises shall at all times be insurable for fire extended coverage and the risks specified above. That the Premises are being used for the purpose set forth in Article 7 hereof, shall not relieve Tenant from the foregoing duties, obligations and expenses.

#### ARTICLE 7. USE

(a) General. The Premises will be used for Tenant's general office use and museum use, and upon Landlord's prior written consent, which consent shall be in Landlord's sole discretion, any other lawful purpose relating to the Tenant's function as a historical society.

(b) No Representations. Tenant acknowledges that neither Landlord nor any representative or agent thereof has made any representation or warranty to Tenant as to the suitability of the Premises for the conduct of Tenant's business.

(c) Compliance With All Laws. Tenant shall, at its sole cost and expense, comply with all federal, state, and municipal statutes, ordinances and regulations in force during the Term affecting the Premises and with any direction of any public officer,

pursuant to law, which shall impose any violation, order or duty upon Landlord or Tenant with respect to the Premises, or the use or occupation thereof. Should any standard or regulation affecting Tenant's use of the Premises now or hereafter be imposed on Landlord or Tenant by any governmental body charged with the establishment, regulation and enforcement of occupational, health or safety standards for employers, employees, lessors or lessees, then Tenant agrees, at its sole cost and expense, to comply promptly with such standards or regulations.

#### ARTICLE 8. ENVIRONMENTAL MATTERS

(a) Definitions. For purposes of this Article the following definitions apply:

(1) "Environmental Conditions" means circumstances with respect to soil, surface waters, groundwaters, stream sediment, air and similar environmental media, both on-site and off-site of the Premises, that could require remedial action and/or that may result in claims and/or demands by and/or liabilities to third parties, including, but not limited to governmental entities. Environmental Conditions shall include those discovered after the termination of this Lease that result from the Tenant's occupancy or operations on the Premises.

(2) "Environmental Laws" means any and all federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, Hazardous Materials (as hereinafter defined), worker and community right-to-know, hazard communication, noise, remediation standards associated with soil and/or groundwater, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental, health, safety, building, land use, and local government concerns as may now or at any time hereafter be in effect. Such laws include, but are not limited to, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Administration and Regulations, the Comprehensive Environmental Response, Compensation, and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substance Control Act, the Federal Insecticide Fungicide and Rodenticide Act, the Clean Water Act, the Clean Air Act, the Safe Drinking Water Act, and Title 22a of the Connecticut General Statutes, all as amended and effective on the date hereof and including subsequent amendments thereto.

(3) "Existing Environmental Compliance Liability" means any or all environmental permits, approvals, consents, stipulations, licenses, registrations, certificates and authorizations which are required under the Environmental Laws applicable to the Tenant's operations or occupancy on the Premises during the Term.

(4) "Hazardous Materials" means any petroleum, petroleum products, waste oil, fuel oil, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, asbestos or asbestos containing materials, PCB's, or infectious materials all as may be defined under the Environmental Laws, and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health or the environment.

(5) "Notice" means any summons, citation, directive, order, claim, litigation, pleading, investigation, proceeding, judgment, letter or any other written or oral communication from the United States Environmental Protection Agency ("USEPA"), the Connecticut Department of Environmental Protection, or any other federal, state or local agency or authority, or any other entity or any individual, concerning any intentional or unintentional act or emission which has resulted in or which may result in the Release (as hereinafter defined) of any Hazardous Material into the environment including, the surface water, groundwater, soil, air or other environmental media, or other violation or alleged violation of Environmental Laws and shall expressly include the imposition of any lien pursuant to any Environmental Laws.

(6) "Release" means releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, ejecting, escaping, leaching, disposing, seeping, infiltrating, draining or dumping. This term shall be given its broadest meaning under the Environmental Laws, and be interpreted to include both the present and past tense, as appropriate.

(7) "Site Remediation Measures" means any efforts of federal, state or local government, or Landlord, or Tenant, their contractors, subcontractors, or agents, which are made, designed, initiated, or maintained to ensure that Environmental Conditions are consistent with Environmental Laws or to mitigate Existing Environmental Compliance Liability, and may include, without limitation, investigation, site monitoring, containment, clean-up, transport, removal, disposal, restoration and other remedial efforts of any kind.

(b) Tenant's Restrictions. Tenant shall not cause or permit to occur:

(1) Any violation of any Environmental Law during the Term arising from Tenant's use or occupancy of the Premises; or

(2) The use, generation, Release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Materials on, under, or about the Premises, or the transportation to or from the Premises of any Hazardous Materials; or

(3) Any activity at the Premises which would cause the Premises to be subject to the Connecticut Transfer Act, Sections 22a-134 et seq., or Title 40, Section 264 of the Code of Federal Regulations pertaining to Hazardous Waste Treatment, Storage or Disposal Facilities; or

(4) The installation or use of any underground storage tank as defined and regulated under the Environmental Laws.

(5) Subsections (1), (2), (3), and (4) are collectively "Tenant's Restrictions."

(c) Tenant's Obligations.

(1) Tenant shall, at Tenant's expense, comply with all Environmental Laws relating to Tenant's use and occupancy of the Premises.

(2) Tenant shall be responsible for any Environmental Condition or a Release of Hazardous Materials occurring during the Term, at or from the Premises relating to Tenant's use and/or occupancy of the Premises. Tenant shall, at Tenant's expense, implement all Site Remediation Measures and post with Landlord a bond or other financial assurance to complete such remediation.

(3) Tenant shall promptly provide a copy of any Notice, or information relating to a Release of Hazardous Materials on the Premises, to the Landlord, and thereafter, at its expense, comply with the provisions of such Notice, or implement Site Remediation Measures to address the Release.

(4) If Tenant fails to fulfill any duty imposed under this Article within a reasonable time, Landlord may do so; and in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the Environmental Laws to the Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. Tenant shall reimburse Landlord for all costs of response, including attorneys' fees, and no such action by Landlord and no attempt made by Landlord to mitigate damages under any Environmental Law shall constitute a waiver of any of Tenant's obligations under this Article.

(5) Subsections (1), (2), (3), and (4) are collectively "Tenant's Obligations."

(d) Tenant's Environmental Indemnity. Tenant shall indemnify, defend and hold harmless Landlord and its respective officers, directors, beneficiaries, shareholders, partners, agents and employees from all fines, suits, procedures, penalties, claims,

liability, damages, expenses and actions of every kind, and all costs associated therewith (including, without limitation, attorneys' and consultants' fees) arising out of or in any way connected with a breach of Tenant's Obligations or Tenant's Restrictions, including, but not limited to the Release of Hazardous Materials or the creation of an Environmental Condition occurring during the Term, on, under, about or from the Premises, or which arises at any time from Tenant's use or occupancy of the Premises, or from Tenant's failure to comply with Environmental Laws or its Existing Environmental Compliance Liability.

(e) Inspection. Landlord and its designated agents shall have the right, but not the duty, to inspect the Premises at any time to determine whether Tenant is complying with the terms of this Lease. If Tenant is not in compliance with this Lease, Landlord shall have the right to immediately enter upon the Premises to remedy any Environmental Condition caused by Tenant's failure to comply notwithstanding any other provision of this Lease. Landlord shall use its best efforts to minimize interference with Tenant's business but shall not be liable for any interference caused thereby, and Tenant shall reimburse Landlord for all costs of response, including attorneys' fees.

(f) Condition of Property. Landlord and Tenant agree that:

(1) Tenant will be leasing the Premises "as is," and that Landlord is making no representations or warranties about the Environmental Conditions on the Premises;

(2) Tenant has been given the opportunity to thoroughly inspect the Premises;

(3) Tenant is responsible for all Environmental Conditions except as otherwise proved by Tenant to be existing prior to the Commencement Date;

(4) Upon expiration or termination, the Premises will be returned to Landlord in same condition as it was in on the Commencement Date.

(g) Survival. The provisions of this Article 8 shall survive the expiration or earlier termination of this Lease.

#### ARTICLE 9. ASSIGNMENTS AND SUBLEASES

(a) No Assignment by Tenant. Tenant expressly covenants that it shall not assign, mortgage or encumber this Lease, or sublet, or permit the Premises or any part thereof to be used by others.

(b) Landlord's Assignment. Landlord shall be entitled to convey and otherwise dispose of the Premises and shall be entirely free and released of all covenants and obligations of the Landlord after the Premises are so conveyed, and Landlord shall not

be subject to any liability resulting from any act or omission or event occurring after such conveyance. The purchaser, or any person who takes title to the Premises from the Landlord or any person who subsequently holds title to the Premises other than by reason of foreclosure, shall be deemed to have assumed and agreed to carry out any and all covenants on Landlord's part to be performed under this Lease. No further agreement will be required between the Landlord and Tenant and any person holding title subsequent to Landlord in connection with the assumption of the obligations of Landlord hereunder.

#### ARTICLE 10. SIGNS

Tenant may install signs on the Premises and such signs shall be installed in accordance with federal, state, and local statutes, laws, ordinances, and codes. In addition to any governmental approvals, all signs are subject to the prior written approval of Landlord, which consent shall not be unreasonably withheld. This provision shall not restrict the Town of Colchester when acting in its municipal or zoning capacity. Approval of any signs by the Town of Colchester pursuant to its zoning regulations shall not constitute approval by the Landlord pursuant to this Article 10.

#### ARTICLE 11. REPAIRS AND MAINTENANCE

(a) **Tenant's Obligations.** Tenant shall repair, replace and maintain the Premises in good order and condition, including without limitation, the exterior walls, underflooring and roof of the Premises, and the plumbing, electrical and HVAC systems serving the Premises. Tenant shall be responsible for maintaining the Premises at its expense in a neat and orderly condition.

(b) **Tenant's Failure To Repair.** If Tenant fails to make repairs or replacements or to maintain the Premises, Landlord may make the repairs or replacements or maintain the Premises at the expense of Tenant, and the expense will be collectible as Additional Rent to be paid by Tenant within fifteen (15) days after delivery of a statement for the expense.

(c) **Landlord's Obligations.** Notwithstanding the above, Landlord shall perform all grounds maintenance at the Premises, including the maintenance of lawns, shrubbery and gardens, if any, and the removal of snow on walkways and parking areas. Landlord shall repair the walkways and parking areas in a manner deemed reasonable by Landlord. Tenant may install ornamental and/or historical gardens and/or plantings, and if it does so, Tenant shall install and maintain such gardens and/or plantings at its sole cost.

(d) Notwithstanding anything in this Article 11 or in Article 12 to the contrary, all work done by Tenant shall be done in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 Code of Federal Regulations, Part 68, Sections 68.1 – 68.3, as they may be amended from time to time (the "SI

Standards"). In addition, Tenant agrees that it shall repair and maintain (as required by this Article 11) and make any additions, alterations or improvements under Article 12, to the standards that Landlord would be held to if it were repairing, maintaining, altering or improving the Premises, including but not limited to, any requirements of any grant funding for the Premises, inclusion of the Premises in a historic district, any recorded encumbrances in regards to the Premises and inclusion of the Premises on the National Register of Historic Places. Tenant specifically agrees that this Lease is subject to and Tenant acknowledges and agrees to be bound by the Easements, Declaration of Covenants and Declaration of Preservation Restrictions in favor of the State of Connecticut, dated September 28, 2001 and recorded in Volume 590, Page 74 of the Colchester Land Records.

#### ARTICLE 12. ALTERATIONS

(a) Written Consent of Landlord. Tenant shall not make, or suffer to be made, any additions, alterations or improvements to the Premises or any part thereof, without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld:

(1) Tenant shall notify Landlord in writing specifying in detail the alterations or additions contemplated;

(2) Such notice shall be accompanied by a plan, blueprint or diagram showing such proposed alterations or additions, and a bid or contract signed by a reputable builder or contractor, undertaking to perform said work as shown on said plan, blueprint or diagram for a specified cost stated thereon;

(3) Tenant shall provide proof that the proposed alterations will be in accordance with the SI Standards;

(4) Landlord shall within a reasonable time indicate in writing its approval or disapproval of said contemplated alterations or addition;

(5) If Landlord approves thereof and the specified cost as above stated is less than Ten Thousand Dollars (\$10,000) such approval shall constitute the necessary consent to such alterations or additions; and

(6) If the cost of the proposed alterations is more than Ten Thousand Dollars (\$10,000), Tenant shall also furnish to Landlord proof of funding to complete the proposed alternations and agrees to indemnify Landlord against any and all claims, losses or damages resulting from the failure of Tenant, its agents, servants or employees or independent contractors fully to complete said alterations or additions in accordance with said plan or blueprint, or fully to pay therefor.

(b) No Liens. Tenant shall not create or permit to be created or to remain, and shall promptly discharge, any mechanic's lien or any conditional sale, title retention agreement or chattel mortgage, which might be or become a lien, encumbrance or charge upon the Premises or any part thereof. If any mechanic's lien shall at any time be filed against the Premises or any part thereof, Tenant, within thirty (30) days after notice of the filing thereof, shall cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, after ten (10) days' notice to Tenant, Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord and all costs and expenses incurred by Landlord in connection therewith, together with interest thereon at the rate of ten percent (10%) per annum from the respective dates of Landlord's making of the payment or incurring of the cost and expense shall constitute Additional Rent payable by Tenant and shall be paid by Tenant to Landlord on demand.

(c) In Accordance with Laws. Any alterations, additions, or improvements to the Premises shall be in accordance with accepted building practices and in compliance with all applicable laws, including but not limited to, building codes, zoning ordinances, rules and regulations of the Town or State of Connecticut. Tenant shall obtain all necessary and appropriate permits, licenses and approvals from all applicable governmental authorities. Tenant shall not do anything or permit anything to be done upon the Premises which will adversely affect the safety or security of the Premises.

(d) Part of the Realty. Any additions, alterations or improvements to the Premises, including carpeting, partitions and fixtures of any kind, shall, at Landlord's option, become at once a part of the realty and belong to Landlord, except for furniture, trade fixtures, furnishings, machinery and equipment belonging to Tenant.

#### ARTICLE 13. END OF TERM

At the termination of this Lease, Tenant will surrender the Premises in good order and condition, ordinary wear and tear excepted. If Tenant is not then in default, Tenant may remove from the Premises any trade fixtures, equipment, and movable furniture placed in the Premises by Tenant, whether or not the trade fixtures or equipment are fastened to the building. Tenant will not remove any trade fixtures or equipment without Landlord's prior written consent if the trade fixtures or equipment are used in the operation of the building or if the removal of the fixtures or equipment would impair the structure of the building. Whether or not Tenant is then in default, Tenant will remove alterations, additions, improvements, trade fixtures, equipment, and furniture that Landlord has requested be removed. Tenant will fully repair any damage

occasioned by the removal of any trade fixtures, equipment, furniture, alterations, additions, and improvements. All trade fixtures, equipment, furniture, alterations, additions, and improvements not so removed will conclusively be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant or to any other person and without obligation to account for them. Tenant will pay Landlord all expenses incurred in connection with Landlord's disposition of such property, including without limitation the cost of repairing any damage to the building or Premises caused by removal of the property. Tenant's obligation to observe and perform this covenant will survive the termination of this Lease.

#### ARTICLE 14. DAMAGE AND DESTRUCTION

If, at any time during the Term, the Premises or any part thereof shall be damaged or destroyed by fire or other casualty of any kind or nature, foreseen or unforeseen, Tenant shall immediately notify Landlord in writing of such occurrence.

(a) **Substantially Damaged.** If the Premises are substantially damaged or destroyed by fire or other casualty, Landlord may terminate this Lease by notice to Tenant within one hundred twenty (120) days of such damage or destruction, and this Lease shall terminate immediately, upon which Tenant shall vacate and surrender the Premises to Landlord. If Landlord does not terminate this Lease, Tenant has the option of promptly repairing the damage and restoring and rebuilding the Premises to substantially the same condition the Premises were in immediately prior to the fire or other casualty, at Tenant's sole cost and expense, including the proceeds of insurance with respect of such damage or destruction, if any. Any such repair, restoration and rebuilding is to be done within a reasonable time after the damage or destruction. Subject to the rights of any lender, the proceeds of insurance, if any, shall be made available to Tenant for the prosecution of such repair, restoration or rebuilding. Tenant shall notify Landlord that it will be repairing, restoring and rebuilding the Premises within one hundred and twenty (120) days after the earlier of: (i) the expiration of Landlord's right to terminate this Lease or (ii) Landlord's notification to Tenant that Landlord is not terminating this Lease pursuant to its right of termination. If Tenant elects not to repair, restore or rebuild the Premises, then Landlord may terminate this Lease at any time after the earlier of: (i) notification by Tenant that it will not repair, restore or rebuild or (ii) the passage of the aforementioned time periods.

(b) **Not Substantially Damaged.** If the Premises are not substantially damaged or destroyed by fire or other casualty, Tenant shall promptly repair or restore the Premises to substantially the same condition the Premises were in immediately prior to the fire or other casualty, at Tenant's sole cost and expense, including the proceeds of insurance with respect of such damage or destruction, if any. Subject to the rights of any lender, the proceeds of insurance, if any, shall be made available to Tenant for the prosecution of such repair or restoration, which shall be undertaken in accordance with the provisions of Article 12.

(c) Definition of Substantially Damaged. The Premises shall be deemed substantially damaged or destroyed if more than twenty-five percent (25%) of the Premises is damaged or destroyed or if the Premises cannot be used by Tenant in substantially the same manner it was being used immediately prior to the fire or other casualty.

(d) No Costs to Landlord. Tenant may not terminate this Lease or repair the Premises at Landlord's expense as a result of a casualty, and no damages, compensation or claim shall be payable by Landlord for any casualty or any inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises pursuant to this Article 14.

(e) Tenant's Improvements. Notwithstanding anything in this Lease to the Contrary, Landlord shall not be required to (i) carry any insurance for, (ii) make any insurance proceeds available to Tenant for, (iii) repair any injury or damage by fire or other cause to, or (iv) make any repairs or replacements of the following: the interior of the Premises; any leasehold improvements made by Tenant; or fixtures, inventory or other personal property of Tenant, of employees and those claiming by, through or under Tenant. Rather, Tenant shall maintain at its own cost and expense insurance insuring all fixtures, equipment, improvements and appurtenances attached to or built into the Premises, whether or not by or at the expense of Tenant, any carpeting or other personal property in the Premises on the beginning of the Term installed by Landlord, all movable partitions, other business and trade fixtures, furnishings, furniture, machinery and equipment, and other personal property located in the Premises acquired by or for the account of Tenant.

(f) Waiver of Subrogation. Each policy of fire insurance carried by Landlord and Tenant shall provide that the insurer waives any right of subrogation against the other party in connection with or arising out of any damages to the Premises or Tenant's property contained in the Premises caused, as the case may be, by fire or other risks or casualty covered by such insurance. In no event shall Tenant, any person or corporation claiming an interest in the Premises by, through or under Tenant, or Landlord claim, maintain or prosecute any action or suit at law or in equity against the other party for any loss, cost or damage caused by or resulting from fire or other risk or casualty in the Premises or any part thereof, for which Landlord or Tenant is required to be insured under the provisions of this Lease, whether or not caused by the negligence of the other party, or the agents, servants or employees of the other party.

#### ARTICLE 15. CONDEMNATION

(a) General. In the event of any permanent taking of all or any portion of the Premises (or any interest therein), which permanent taking of such portion materially impairs the use of the Premises then being made by Tenant, prior to the expiration or earlier termination of this Lease and by reason of any exercise of the power of eminent

domain (whether by condemnation proceedings or otherwise) or by reason of any transfer of all or any part of the Premises (or any interest therein) made in avoidance of such an exercise, the rights and obligations of Landlord and Tenant with respect to this Lease shall terminate as of the date of the Appropriation, as hereinafter defined. Such permanent taking, damage and/or transfer is an "Appropriation."

(b) Permanent Taking. A taking is permanent if its duration is more than one week.

(c) Respective Rights. Landlord and Tenant shall each have the right to represent its respective interest in each proceeding or negotiation with respect to an Appropriation or intended Appropriation and to make full proof of its claims, but Tenant's rights hereunder are limited to the award entitlements set forth in Article 15(d) below. No agreement, settlement, sale or transfer to or with the condemning authority shall be made without the consent of Landlord.

(d) All Awards to Landlord. All awards, settlements and the like for the taking of the Premises, or any part thereof, shall be paid to Landlord and shall belong to Landlord absolutely, and Tenant shall have no claim or right against Landlord for the value of any unexpired Term.

#### ARTICLE 16. SUBORDINATION

(a) General. This Lease and Tenant's rights under this Lease are subject and subordinate to any ground lease or underlying lease, first mortgage, first deed of trust, or other first lien encumbrance or indenture, together with any renewals, extensions, modifications, consolidations, and replacements of them, which now or at any subsequent time affect the Premises, any interest of Landlord in the Premises, or Landlord's interest in this Lease and the estate created by this Lease. This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Nevertheless, Tenant will execute, acknowledge and deliver to Landlord, at any time and from time to time, upon demand by Landlord, any documents as may be requested by Landlord, any ground landlord or underlying lessor, or any mortgagee, or any holder of a deed of trust or other instrument described in this section, to confirm or effect the subordination. If Tenant fails or refuses to execute, acknowledge, and deliver any such document within twenty (20) days after written demand, Landlord, its successors, and assigns will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints Landlord, its successors, and assigns, as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any documents described in this paragraph.

(b) Attornment. If any holder of any mortgage, indenture, deed of trust, or other similar instrument described in subparagraph (a) above succeeds to Landlord's interest in the Premises, Tenant will pay to it all Rent subsequently payable under this

Lease. Tenant will, upon request of anyone so succeeding to the interest of Landlord, automatically become the Tenant of, and attorn to, the successor-in-interest without change in this Lease. The successor-in-interest will not be bound by (1) any payment of Rent for more than one month in advance, (2) any amendment or modification of this Lease made without its written consent, (3) any claim against Landlord arising prior to the date on which the successor succeeded to Landlord's interest, or (4) any claim or offset of Rent against the Landlord. Upon request by the successor-in-interest and without cost to Landlord or the successor-in-interest, Tenant will execute, acknowledge, and deliver an instrument or instruments confirming the attornment. If Tenant fails or refuses to execute, acknowledge, and deliver the instrument within twenty (20) days after written demand, the successor-in-interest will be entitled to execute, acknowledge, and deliver the document on behalf of Tenant as Tenant's attorney-in-fact. Tenant constitutes and irrevocably appoints the successor-in-interest as Tenant's attorney-in-fact to execute, acknowledge, and deliver on behalf of Tenant any document described in this Article 16.

#### ARTICLE 17. LANDLORD'S ACCESS

Landlord, its agents, employees, and contractors may enter the building at the Premises at any time in response to an emergency, and at reasonable hours with prior written notice to (a) inspect the Premises, (b) exhibit the Premises to prospective purchasers or lenders, (c) determine whether Tenant is complying with its obligations under this Lease, (d) supply any other service which this Lease requires Landlord to provide, (e) post notices of nonresponsibility or similar notices, or (f) make repairs or conduct maintenance which this Lease requires Landlord to make. Landlord may enter upon the land at the Premises at any time for any municipal purpose. Tenant waives any claim on account of any injury or inconvenience to Tenant's business, interference with Tenant's business, loss of occupancy or quiet enjoyment of the Premises, or any other loss occasioned by the entry. Landlord will at all times have a key with which to unlock all of the doors in the Premises (excluding Tenant's vaults, safes, and similar areas designed in writing by Tenant in advance). Landlord will have the right to use any means Landlord may deem proper to open doors in the Premises and to the Premises in an emergency in order to enter the Premises. No entry to the Premises by Landlord by any means will be a forcible or unlawful entry into the Premises or a detainer of the Premises or an eviction, actual or constructive, of Tenant from the Premises, or any part of the Premises, nor will any entry entitle Tenant to damages or an abatement of Rent or other charges which this Lease requires Tenant to pay.

#### ARTICLE 18. INDEMNIFICATION, WAIVER AND RELEASE

(a) Indemnification. Tenant will indemnify Landlord, its officers, agents and employees against, and hold Landlord, its officers, agents and employees harmless from, any and all demands, claims, causes of action, fines, penalties, damages (including consequential damages), losses, liabilities, judgments, and expenses (including without limitation attorneys' fees and court costs) incurred in connection with or arising from:

(1) the use or occupancy of the Premises by Tenant or any person claiming under Tenant;

(2) any activity, work, or thing done or permitted or suffered by Tenant in or about the Premises;

(3) any acts, omissions, or negligence of Tenant, any person claiming under Tenant, or the employees, agents, contractors, invitees, or visitors of Tenant or any person;

(4) any breach, violation, or nonperformance by Tenant, any person claiming under Tenant, or the employees, agents, contractors, invitees or visitors of Tenant, of any term, covenant, or provision of this Lease or any law, ordinance, or governmental requirement of any kind; or

(5) any injury or damage to the person, property, or business of Tenant or its employees, agents, contractors, invitees, visitors, or any other person entering upon the Premises.

If any action or proceeding is brought against Landlord, its employees, or agents by reason of any claim, Tenant, upon notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

(b) **Waiver and Release.** Tenant waives and releases all claims against Landlord, its officers, employees and agents with respect to all matters for which Landlord has disclaimed liability pursuant to the provisions of this Lease. In addition, Tenant agrees that Landlord, its agents, and employees will not be liable for any loss, injury, death, or damage (including consequential damages) to persons, property, or Tenant's business occasioned by: theft; act of God; public enemy; injunction; riot; strike; insurrection; war; court order; requisition; order of governmental body or authority; fire; explosion; falling objects; steam, water, rain or snow; leak or flow of water, rain or snow from the Premises or into the Premises or from the roof, street, subsurface, or from any other place, or by dampness, or from the breakage, leakage, obstruction, or other defects of the pipes, sprinklers, wires, appliances, plumbing, air conditioning, or lighting fixtures of the building; or from construction, repair, or alteration of the Premises or from any acts or omissions of any visitor of the Premises; or from any cause beyond Landlord's control.

#### ARTICLE 19. COVENANT OF QUIET ENJOYMENT

So long as Tenant pays the Rent and performs all of its obligations in this Lease, Tenant's possession of the Premises will not be disturbed by Landlord.

## ARTICLE 20. LIMITATION ON TENANT'S RECOURSE

Tenant's sole recourse against Landlord, its successors and assigns, is to the interest of Landlord in the Premises.

In this paragraph the terms "Landlord" and "successors" and "assigns" include the officers, directors, and employees of Landlord and its successors and assigns.

## ARTICLE 21. BREACH AND LANDLORD'S REMEDIES

- (a) Breach. As used in this Lease, "Breach" means any of the following:
- (1) The failure of Tenant to pay when due any Rent, monies or charges required by this Lease to be paid or caused to be paid by Tenant.
  - (2) The failure of Tenant to do any act, other than the payment of Rent, monies or charges, required by this Lease to be done or caused to be done by Tenant, within ten (10) days after receipt by Tenant of written notice from Landlord stating that such act to be done by Tenant has not been done. In the event such act cannot be accomplished within said ten (10) day period, then Tenant, to preclude a Breach, must commence the accomplishment of such act within said ten (10) day period and thereafter proceed with diligence and good faith to accomplish same.
  - (3) Tenant's causing, permitting or suffering to be done any act: (i) required by this Lease to have prior written consent of Landlord, unless such consent is so obtained; or (ii) prohibited by this Lease.
  - (4) Tenant's abandonment or vacation of the Premises or failure to occupy the Premises for more than ten (10) consecutive days.
  - (5) Tenant's failure to maintain and repair the Premises as provided in Article 11 or to renovate or restore the Premises in accordance with Article 12.
  - (6) Any (i) attachment, execution or other judicial levy upon the leasehold estate hereunder; (ii) assignment of said leasehold estate for the direct or indirect benefit of creditors of Tenant; (iii) any agreement whereby Tenant loses control of its business to a committee of its creditors; (iv) judicial appointment of a receiver or similar officer to take possession of said leasehold estate or the Premises; or (v) filing of any petition by, for or against Tenant or filing for a debtor's proceeding under any chapter of federal bankruptcy law or state bankruptcy law, which, only with respect to any filing against Tenant and not consented to or acquiesced in by Tenant, is not released or terminated within thirty (30) days of said filing.

(b) Remedies. Following the occurrence of a Breach, Landlord, without notice to Tenant in any instance (except where expressly provided for below) may do any one or more of the following:

(1) perform, on behalf and at the expense of Tenant, any obligation of Tenant under this Lease which Tenant has failed to perform, the reasonable cost of which performance by Landlord together with interest thereon at the rate of ten percent (10%) from the date of such expenditure shall be payable by Tenant to Landlord upon demand;

(2) terminate this Lease and the tenancy created hereby by giving notice of such election to Tenant;

(3) re-enter the Premises by summary proceedings, or otherwise, and remove Tenant and all other persons and property from the Premises, and store such property in a public warehouse or elsewhere at the cost of and for the account of Tenant without Landlord being liable for trespass or for any loss or damage occasioned thereby; and

(4) exercise any other legal or equitable right or remedy Landlord may have.

Tenant hereby specifically waives the right to receive any notice to quit as prescribed by the Connecticut General Statutes. All costs and expenses incurred by Landlord, including, without limitation, attorneys' fees, in enforcing any of its rights and remedies under this Lease shall be repaid to Landlord by Tenant upon demand.

(c) Damages. If this Lease or Tenant's possessory interest pursuant thereto is terminated by Landlord pursuant to this Article, Tenant nevertheless shall remain liable for (a) all Rent and other sums due and all damages which Landlord sustained to the date of such termination, and all costs, fees and expenses, including attorneys' fees, incurred by Landlord in pursuit of its remedies hereunder and/or in connection with any bankruptcy proceedings of Tenant, if any, and/or in connection with renting the Premises to others from time to time (collectively, "Termination Damages") plus (b) additional damages which shall be an amount equal to (as of the date of such termination) all Rent which, but for the termination of this Lease, would have become due during the remainder of the Term (collectively, "Residual Damages"). If this Lease or Tenant's possessory interest pursuant thereto is terminated pursuant to this Article, Landlord may rent the Premises or any part thereof, alone or together with other premises, for such period or periods which may be greater or less than the period which otherwise would have constituted the balance of the Term, and on such terms and conditions (which may include concessions for free Rent and alterations of the Premises) as Landlord, in its discretion, may determine. If Landlord relets the Premises, Landlord shall reimburse Tenant from any Rent received prior to the end of the Term from such reletting (in an amount up to but not exceeding the Residual Damages) if and when

Landlord receives any such Rent. Landlord shall be under no obligation to Tenant to take any action against any new tenant to enforce payment of any such Rent, provided that all costs, including but not limited to attorneys' fees, incurred by Landlord in reletting the Premises and enforcing payment of any such Rent shall be deducted from amounts otherwise reimbursable to Tenant hereunder to the extent not recovered from such new tenant.

Any and all rights and remedies which Landlord may have under this Lease, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other and any two or more or all of such rights and remedies may be exercised at the same time.

#### ARTICLE 22. ARBITRATION

Disputes between Landlord and Tenant arising out of or relating to Tenant's obligations under Article 11(a) of the Lease shall be subject to and decided by arbitration. Such arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association using an arbitrator acceptable to both parties. Any arbitration proceeding initiated under the terms of this Lease shall be brought in Hartford, Connecticut. Demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association at its offices in Hartford, Connecticut. A demand for arbitration shall be made within thirty (30) days after the date that the dispute has arisen. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. The Landlord agrees not to declare a Breach under Article 21(a)(2) or Article 21(a)(5) with regards to disputed repairs or maintenance under Article 11(a) if arbitration pursuant to this Article is pending until a decision is rendered by the arbitrator.

#### ARTICLE 23. MISCELLANEOUS

(a) Recordation. At either party's request, the other party shall execute and deliver to the requesting party a notice of this Lease, in recordable form, in accordance with Section 47-19 of the Connecticut General Statutes, as amended, for the purpose of evidencing this Lease of record.

(b) Holding Over. If Tenant remains in possession of the Premises after the end of this Lease without the express consent of Landlord, Tenant will occupy the Premises as a Tenant from month-to-month, subject to all conditions, provisions, and obligations of this Lease in effect on the last day of the Term.

(c) Estoppel Certificate. Each of the parties, at the request of the other party and within ten (10) days of such request, shall furnish to such party a statement that this Agreement is in full force and effect; that it has not been assigned, modified or amended in any way (or if it has, then stating the nature thereof); that there are no known

breaches thereof (or if there are, describing the same with particularity); and other matters as may be reasonably requested by the requesting party.

(d) No Waiver. No waiver of any condition or agreement in this Lease by Landlord will imply or constitute a further waiver by the Landlord of the same or any other condition or agreement. No act or thing done by Landlord or Landlord's agents during the Term will be deemed an acceptance of a surrender of the Premises, and no agreement to accept the surrender will be valid unless in writing signed by Landlord. The delivery of Tenant's keys to any employee or agent of Landlord will not constitute a termination of this Lease unless Landlord has entered into a written agreement to that effect. No payment by Tenant, or receipt from Landlord, of a lesser amount than the Rent or other charges stipulated in this Lease will be deemed to be anything other than a payment on account of the earliest stipulated Rent. No endorsement or statement on any check or any letter accompanying any check or payment as Rent will be deemed an accord and satisfaction. Landlord will accept the check for payment without prejudice to Landlord's right to recover the balance of the Rent or to pursue any other remedy available to Landlord. If this Lease is assigned, or if the Premises or any part of the Premises are sublet or occupied by anyone other than Tenant, Landlord may collect Rent from the assignee, subtenant, or occupant and apply the net amount collected to the Rent reserved in this Lease. No collection will be deemed a waiver of the covenant in this Lease against assignment and subletting; the acceptance of the assignee, subtenant, or occupant as tenant; or a release of Tenant from the complete performance by Tenant of its covenants in this Lease.

(e) Authority. If Tenant signs this Lease as a corporation, each of the persons executing this Lease on behalf of Tenant warrants to Landlord that Tenant is a duly authorized and existing corporation, that Tenant is qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to enter into this Lease, and that each and every person signing on behalf of Tenant is authorized to do so. Upon Landlord's request, Tenant will provide evidence satisfactory to Landlord confirming these representations.

(f) Notices. Any notice, request, demand, consent, approval, or other communication required or permitted under this Lease will be written and will be deemed to have been given (1) when personally delivered, (2) by deposit in any depository regularly maintained by the United States postal service, postage prepaid, certified or registered mail, return receipt requested or (3) by deposit with a nationally recognized overnight delivery service, addressed to:

Landlord:	Town of Colchester Town Hall 127 Norwich Avenue Colchester, CT 06415 Attn: First Selectman
with a copy to:	Shipman & Goodwin LLP

One American Row  
Hartford, CT 06103-2819  
Attn: Real Estate Department Chairperson

Tenant: Colchester Historical Society, Inc.  
24 LINWOOD AVE,  
Colchester, CT 06415  
with a copy to: Purtil, Purtil & Pfeffer, P.C.  
19 Water Street  
South Glastonbury, CT 06073  
Attn: George M. Purtil

Either Landlord or Tenant may change its address for purposes of this section by giving written notice according to this section. Any notice from Landlord to Tenant will be deemed to have been given if delivered to the Premises, addressed to Tenant, whether or not Tenant has vacated or abandoned the Premises.

(g) **Binding Effect.** This Lease will inure to the benefit of, and will be binding upon, Landlord's successors and assigns.

(h) **Entire Understanding.** This Lease sets forth the entire understanding between the parties hereto with respect to all matters referred to herein, and the provisions hereof may not be changed or modified except by an instrument in writing signed by both parties hereto.

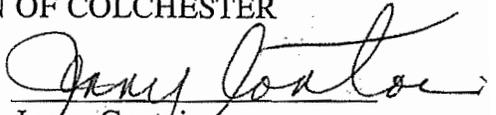
(i) **Governing Law.** This Lease is made and delivered within the State of Connecticut and shall be construed and enforced in accordance with the internal laws, as opposed to the rules governing conflicts of laws, of the State of Connecticut.

(j) **Severability.** If any term(s) or provision(s) of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law.

(k) **COMMERCIAL TRANSACTION WAIVER. TENANT ACKNOWLEDGES THAT THIS LEASE IS A COMMERCIAL TRANSACTION AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY THE LAW OF ANY STATE AND FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH LANDLORD MAY DESIRE TO USE.**

Landlord and Tenant have executed this Lease as of the date first above written.

LANDLORD:  
TOWN OF COLCHESTER

By:   
Jenny Contois  
First Selectman

TENANT:  
COLCHESTER HISTORICAL  
SOCIETY, INC.

By:   
Name:  
Its: President

282921 v.06

EXHIBIT A

Legal Description of Premises

That certain piece or parcel of land situated in the Town of Colchester, County of New London and State of Connecticut, shown as "REVISED #24 LINWOOD PARCEL REMAINING LAND OF TOWN OF COLCHESTER AREA = 12,237 ± SF OR 0.281 ± AC" on a map entitled "Boundary Survey Lot Line Revision New Right of Way for Cragin Court Library Lease Parcel Linwood Avenue (CT Route 16) Town of Colchester, CT Project No. CL-00-2334 Proj. Engineer R.L.M. Date: 12/21/00 [last revised to] 7/25/01 Sheet No. 2 SCALE: 1" = 20' CLA Engineers, Inc. Civil • Structural • Surveying 317 Main Street Norwich, Connecticut (860) 886-1966 Fax (860) 886-9165 e-mail: CLAengrs@aol.com", which map is on file or to be filed in the Office of the Colchester Town Clerk. Said piece or parcel is more particularly described as follows:

Beginning at a point, said point being the southeasterly corner of the parcel shown as "SHADED AREA TO BE CONVEYED BY TOWN TO TRUSTEES OF CRAGIN LIBRARY AREA = 9,505 ± S.F. OR 0.218 ± AC" on the above referenced map and the northeasterly corner of the herein described parcel; thence running S 52°08'07" W a distance of 55.92 feet to a point;

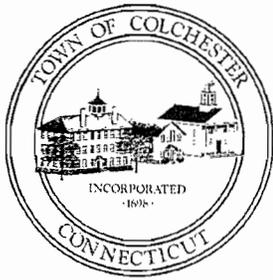
Thence turning and running along a curve to the right with a delta 88°39'52", a radius of 10.00 feet, a chord of 13.98 feet, and a distance of 15.47 feet to a point;

Thence turning and running N 36°29'22" W 101.40 feet to a point;

Thence turning and running along a curve to the right with a delta of 48°32'13", a radius of 158.15 feet, a chord of 130.00 feet, and a distance of 133.97 feet to a point;

Thence turning and running N 12°03'11" E 5.88 feet to a point;

Thence turning and running S 38°28'40" E 232.38 feet to the point and place of beginning.



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

---

Gregg Schuster, First Selectman

## **MEMORANDUM**

**To:** Board of Selectmen

**cc:** Walter Cox, CHFD Chief

**From:** Gregg Schuster, First Selectman *GS*

**Date:** 3/3/14

**Re:** MOA with CEC, Inc. (KX Dispatch)

---

Attached please find an MOA from KX Dispatch. This agreement is to bind the existing towns in KX in a tighter financial arrangement in order to give KX time to complete their merger without any towns moving to a different dispatch service. Both East Hampton and Marlborough have executed this agreement. The agreement does not take effect unless all parties execute it.

**Recommended Motion – “Move that the Board of Selectmen approve the Memorandum of Agreement with Colchester Emergency Communications and authorize the First Selectman to execute said agreement.”**

## **MEMORANDUM OF AGREEMENT**

This Memorandum of Agreement is entered into by and between the Towns of Colchester, Salem, East Hampton, East Haddam, Marlborough, Bozrah, Lebanon, Haddam, and Colchester Emergency Communications, Inc. ("CEC").

**WHEREAS**, the parties wish to add financial stability to the current agreement by providing a financial disincentive for any party to terminate their participation; and

**WHEREAS**, the parties understand that significant and perhaps irrevocable harm may occur to CEC if a town shall terminate their contract early which can be avoided if a consolidation occurs with another entity or entities; and

**WHEREAS**, CEC is and shall be in active discussions with another entity or entities to consolidate operations in an effort to solve organizational and budgetary issues created by the withdrawal of Hebron; and

**WHEREAS**, the parties wish to support CEC in these discussions by preserving the current participation of each party;

**NOW THEREFORE**, the parties hereby agree as follows:

1. Effective January 15, 2014, through January 15, 2016, any party bound by the current contract with CEC shall be permitted to withdraw from said contract under the terms set forth in the contract with the provision that any party doing so shall pay a penalty of an amount equal to the amount paid by that party to CEC in the fiscal year that notice is given.
2. The above penalty shall not be assessed if any of the following conditions exist:
  - a) CEC abandons any attempt to consolidate with an entity or entities
  - b) CEC does not have a signed letter of intent to consolidate with an entity or entities by February 28, 2014
  - c) CEC does not have a binding consolidation agreement with an entity or entities by 6/30/14
  - d) CEC does not have a transition plan, approved by their Board of Directors and the other consolidating entity or entities, by 12/31/14
  - e) CEC is no longer able to adequately provide effective dispatch service
  - f) A final consolidation has not occurred by 1/15/16
3. All of the other terms of the parties' agreement covering the period of July 1, 2011 through June 30, 2016 shall remain in effect.

4. This agreement shall become effective only when executed by all parties involved.
5. The total revenue raised from the existing CEC participants shall not increase more than 3% in a given fiscal year covered under this agreement.

The parties have reached this agreement as of this \_\_\_\_ day of November, 2013.

\_\_\_\_\_  
Colchester Emergency Communications, Inc.

\_\_\_\_\_  
Town of Colchester

\_\_\_\_\_  
Town of Salem

\_\_\_\_\_  
Town of East Haddam

\_\_\_\_\_  
Town of East Hampton

\_\_\_\_\_  
Town of Bozrah

\_\_\_\_\_  
Town of Marlborough

\_\_\_\_\_  
Town of Lebanon

\_\_\_\_\_  
Town of Haddam