



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

Board of Selectmen Meeting Regular Meeting

February 1, 2024 - 7:00PM

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

To join by Zoom, please click the link below to join the Webinar:

<https://us02web.zoom.us/j/89896343014?pwd=NEdFZ25TeEt5cDdLV3VSclpOMXFhUT09>

All items on this agenda are subject to possible action.

1. Call to Order
2. Pledge of Allegiance
3. Correspondence **PAGE 1**
4. Citizen's Comments
5. Changes to the Agenda
6. Consent Agenda
 - a. Approve Minutes from January 18, 2024 **PAGE 2 - 8**
 - b. Tax Refunds **PAGE 9**
7. Discussion and action on award of Norton Park Engineering Bids **PAGE 10 - 21**
8. Discussion and action on DOT CDL Drug Testing Policy **PAGE 22 - 30**
9. Discussion and action on forming Ad-Hoc Committees **PAGE 31**
 - a. Recreation Needs and Coordination
 - b. Facilities Planning
10. Authorize the First Selectman to sign a contract with ClearGov for financial transparency software **PAGE 32 -34**
11. Liaison Assignments **PAGE 35**
12. Liaison Reports
13. First Selectman's Report
14. Citizen's Comments
15. Adjournment

Respectfully submitted,
Bernie Dennler
First Selectman



JOHN J. McGRATH, JR.
JUDGE

COURT OF PROBATE
DISTRICT OF WINDHAM-COLCHESTER
DISTRICT PD28

HEATHER R. ROBINSON
CHIEF CLERK

January 18, 2024

Andreas Bisbikos
First Selectman, Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

RE: Probate Judge Special Election - Windham-Colchester Probate Court PD#28

Dear Mayor, First Selectman and Town Manager,

I'd like to inform you and the residents of your town that there will be a vacancy in the position of probate judge for the Windham-Colchester probate district effective on or about June 12, 2025 as I am required to leave office in accordance with the mandatory retirement statutes.

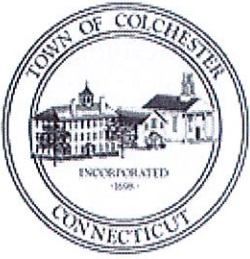
Although it sounds as though this deadline is far in the future, it is important that the district begin the process of electing a new probate judge. If all of the towns in the district are in agreement, the probate court administrator and the Secretary of State will pursue with the governor's consent, a special election. There is a possibility that the election for the remaining portion of my term (June to January) will be scheduled for the November, 2024 election date with the elected judge taking office in June. This means that the town committee endorsements, conventions, and possibly a primary would need to take place in the next few months.

I encourage you to be in contact with Probate Court Administration Office ((860)-231-2442) as well as the Secretary of State's Office as my departure date gets closer.

It has been my honor to serve you and the constituents of this court district.

Sincerely,


John J. McGrath, Jr.
Judge



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

Board of Selectmen Meeting Regular Meeting

January 18, 2024 – 7:00pm

Minutes

Town Hall Meeting Room 1 & Via Zoom

Members Present: First Selectman Bernie Dennler, Selectmen Art Shilosky, Rosemary Coyle, Denise Turner, and Cliff O'Donal

Others Present: Joe Leone, Director of Public Works; Rob Battaglia, ClearGov (via Zoom); Steven Hoffman, Fire Chief; Brad Bernier, Deputy Chief; and Tim Vaillancourt, Board of Finance liaison

1. Call to Order

First Selectman Bernie Dennler called the meeting to order at 7:00 PM.

2. Pledge of Allegiance

B. Dennler led the pledge of allegiance.

3. Correspondence

Email from M. Dubreuil regarding FOI Log

Email from B. Dennler regarding approval of bid waiver for salt purchase from DRVN Enterprises

Email from B. Dennler regarding approval of bid waiver for well redevelopment from SB Church

4. Citizen's Comments

Mr. Egan, Board of Finance spoke about the implementation of ClearGov at this time.

5. Additions and Deletions to the Agenda

R. Coyle MOVED to add the Memo from Steve Hoffman, Fire Chief regarding Fire Apparatus - Ambulance as item 11 and remove the existing item 11 on Norton Park that will be postponed for another day. A. Shilosky SECONDED. MOTION CARRIED 5:0.

6. Consent Agenda

- a. *Approval of Minutes of January 4, 2024 – Special Meeting*
- b. *Approval of Minutes of January 4, 2024 - Joint Special Meeting*
- c. *Adoption of a Board Resolution authorizing First Selectman Bernard Dennler and Michelle Marceau as signatories on VOYA Plan ZHUC08*
- d. *Adoption of a Board Resolution to the Department of Economic Community Development regarding the Senior Center Building Project*

R. Coyle MOVED to approve the consent agenda as presented. D. Turner SECONDED. MOTION CARRIED 5:0.

7. ClearGov Presentation

Rob Battaglia made a presentation the ClearGov financial transparency software.

- a. Discussion and possible action regarding ClearGov

Discussion by the Board followed. No action was taken. The board will review an updated contract at the next meeting.

8. Discussion and action on Memorandum of Understanding between Joint Facilities Committee

Administration and Colchester Fire & EMS for Confined Space Rescue Services.

Presentation by Fire Chief Steven Hoffman and Deputy Fire Chief Brad Bernier.

R. Coyle MOVED to approve the Memorandum of Understanding between Joint Facilities Committee Administration and Colchester Fire & EMS for Confined Space Rescue Services with the correction to page 2, Payment of Cost: Joint Facilities Committee pays the onetime fee of \$15 000. C. O'Donal SECONDED. MOTION CARRIED 5:0.

9. Discussion and action on approving the Private Duty Medical Standby Contract

Chief Steven Hoffman and Deputy Chief Brad Bernier presented a proposed contract.

Discussion by the Board followed. No action taken; the Board will revisit at the next meeting.

10. Fire Apparatus Update

B. Dennler explained four trucks are being delivered this month, the vendor for the fifth cancelled the contract. S. Hoffman and B. Bernier are working with the first selectman on sourcing alternative options.

11. Memo from Chief Steven Hoffman regarding Fire Apparatus – Ambulance

S. Hoffman reported on a contract that was signed in October for the purchase of an Ambulance. The contract had not been approved by the Board of Selectmen and the funding source had not been identified by the Board of Finance. The contract was cancelled; however, the Town may still be billed for the chassis. S. Hoffman is investigating options.

12. Discussion and action on request by the Water & Sewer Commission to reallocate ARPA funding for water tower improvements from the 70' tower to the 40' tower.

Joe Leone, Director of Public Works, presented a request from the Water & Sewer Commission to reallocate ARPA funds because the cost of the 70' tower was higher than the allocated ARPA funds.

By consensus the Board agrees for Joe Leone to get bids on the 40' tower, so the Board can review the numbers that are submitted.

13. Town Hall HVAC/Furnace Update

B. Dennler and J. Leone reported on ongoing issues with the furnace. The Board requested J. Leone get pricing on an engineering plan of the HVAC system.

14. Discussion and possible action on Ad-Hoc Committees

a. Recreation Needs and Coordination

Consensus on 5 members, 2 alternates. One spot will be designated to Park and Rec Commission. B. Dennler will ask T. Quinn to serve as a staff liaison.

b. Facilities Planning

Consensus on 5 members, 2 alternates.

The Board will consider forming the committees at the next meeting.

15. Liaison Assignments

Meeting dates will be added for Board Members to finalize their assignments.

16. Liaison Reports

Liaison reports were shared by R. Coyle, D. Turner, and B. Dennler.

17. Scheduling special meeting to do interviews for Boards/Commissions

By consensus the board agreed to hold a Board of Selectmen Special Meeting for Board and Commission interviews at 6:00pm on February 1, 2024.

18. First Selectman's Report

B. Dennler provided an update that the Finance Office, currently run by Acting Director Michelle Marceau with the help of Maggie Cosgrove continues to work through making corrections in the accounting system.

19. FOIA Log

B. Dennler shared an updated FOIA log.

20. Citizen's Comments

Mr. Dubreuil, Woodbine Rd, spoke about the Memo submitted by the Fire Chief regarding the Ambulance.

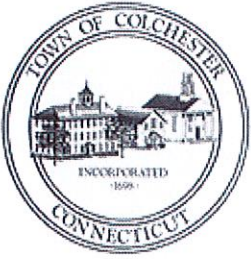
21. Adjournment

A. *Shilosky* *MOVED* to adjourn at 9:36pm. C. *O'Donal* *SECONDED*. *MOTION CARRIED 5:0*.

Respectfully submitted,

Taryn Scott

Executive Assistant First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

Board Resolution

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF SELECTMEN OF THE TOWN OF COLCHESTER HELD ON JANUARY 18, 2024, AT 127 NORWICH AVENUE COLCHESTER, CT 06415.

RESOLVED THAT the Board of Selectmen of the Town of Colchester has decided to authorize, **First Selectman Bernie Dennler and Deputy Director of Town Finance/ Acting Director of Town Finance Michelle Marceau** and is hereby authorized to sign, and submit all the necessary forms, etc. to be submitted in connection with “authorized plan representatives for VOYA Financial Plan ZHUC08. The acts carried out and documents shall be binding, until the same is withdrawn by giving written notice thereof.

Specimen Signatures of Authorized Signatories

Bernie Dennler

Michelle Marceau

RESOLVED FURTHER THAT, A copy of the above resolution duly certified as true by the designated authorized signatory of the Town of Colchester be furnished to VOYA financial.

For the Town of Colchester,

DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT
STATE OF CONNECTICUT
(AN EQUAL OPPORTUNITY EMPLOYER)
CERTIFIED RESOLUTION OF THE GOVERNING BODY

I, _____, _____, certify that below is a true and correct copy of a
(Name of Official) (Title of Official)

resolution duly adopted by _____
(Name of the Applicant)

at a meeting of its _____
(Governing Body)

duly convened on _____ and which has not been rescinded or modified in
(Meeting Date)

any way whatsoever and is at present in full force and effect.

(Date)

(Signature and Title of Official)

SEAL

WHEREAS, pursuant to _____

(State Statutory Reference)

the Connecticut Department of Economic and Community Development is authorized to extend financial assistance for economic development projects; and **WHEREAS**, it is desirable and in the public interest that the _____ Town of Colchester _____ make an application to the State for
(Applicant)

\$ 2,500,000 in order to undertake the Construction of the new Senior Center Building
(Name and Phase of Project)

_____ and to execute an Assistance Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE

Board of Selectmen

(Governing Body)

1. That it is cognizant of the conditions and prerequisites for the state financial assistance imposed by

(State Statutory Reference)

2. That the filing of an application for State financial assistance by

Town of Colchester

(Applicant)

in an amount not to exceed \$ 2,500,000 is hereby approved and that

Bernie Dennler, First Selectmen

(Title and Name of Authorized Official)

is directed to execute and file such application with the Connecticut Department of Economic and Community Development, to provide such additional information, to execute such other documents as may be required, to execute an Assistance Agreement with the State of Connecticut for State financial assistance if such an agreement is offered, to execute any amendments, decisions, and revisions thereto, and to act as the authorized representative of

Town of Colchester

(Name of Applicant)

TAX COLLECTOR'S REFUNDS SELECTMAN'S MEETING

MEETING DATE:

2/1/2024

Check Date:

Taxpayer Name	List Number	Amount	Breakdown	Check #
ENTERPRISE FM TRUST	2022-03-54639	\$415.78	C: \$ 415.78	
TOYOTA LEASE TRUST (MA)	2022-03-64852	\$57.60	C: \$ 57.60	
	2022-03-64826	\$364.37	C: \$364.37	
	2021-03-64517	\$627.69	P: \$607.47 I: \$20.22	
ELIZABETH OWEN	2021-03-6750	\$131.15	P: \$131.15	
ASHLEY F MCDONALD	2022-03-59587	\$22.62	C: \$22.62	
CORELOGIC	2022-01-1327	\$2,032.19	C: \$2,032.19	
DANIEL M CIMBARO	2021-03-52688	\$46.49	P: \$46.49	
CHELSEA GROTON BANK	2022-01-1278	\$3,111.40	C: \$3,111.40	

TOTAL

\$6,809.29

Town of Colchester

Land Use Department
127 Norwich Ave, Suite 105
Colchester, CT 06415
www.colchesterct.gov



Demian Sorrentino, AICP, Planning Director
Stacey Churchill, Land Use Assistant
Isabelle Kisluk, Asst. Planner/ZEO
Daniel Hickey, Wetlands Agent
T: (860) 537-7278

DATE: January 24, 2024

TO: Board of Selectmen Membership

FROM: Demian A. Sorrentino, AICP, CSS, Planning Director

RE: Recommendation of Award for "RFP 2023-006 Civil Design Services for Norton Park - Phase 1"

On 11/16/23 the Town of Colchester issued "RFP 2023-006 Civil Design Services for Norton Park - Phase 1", and on 11/29/23 issued Addendum #1 thereto. The solicitation period was open for 35 days, and sealed bids were opened and read aloud at 2:00 PM on 12/21/23. The Town received 5 proposals in response to the RFP, of which Reynolds Engineering Services, LLC of 63 Norwich Avenue, Suite 202, Colchester, CT 06415 was the apparent low bidder at \$9,880.

Reynolds Engineering Services, LLC and their identified sub-contractors are duly qualified, and I have received affirmation from Town Engineer Sal Tassone via email dated 1/3/24 that the proposal submitted adequately addresses the Scope of Work as detailed in the issued RFP and Addendum #1.

Both Norton Park Committee Chairman Rob Misbach (via email dated 1/19/24) and Norton Park Committee consultant Jay Gigliotti (via email dated 1/4/24) have provided written confirmation of their consent to proceed with awarding the work to Reynolds Engineering Services, LLC.

Funds to be utilized for payment for services related to this award derive from a \$15,000 grant from the Community Foundation of Eastern Connecticut, which was secured by the Norton Park Committee in 2016. I have received written confirmation from Jennifer O'Brien at CFEC (email dated 12/15/23) that these services are an allowable use of the specified grant funding.

For the reasons stated herein, I respectfully request that this matter be placed on the next available Board of Selectmen agenda for review and approval. A recommended motion for award is included below:

RECOMMENDED MOTION:

That the Board of Selectmen approve the award for "RFP 2023-006 Civil Design Services for Norton Park - Phase 1" to the apparent low bidder, Reynolds Engineering Services, LLC of 63 Norwich Avenue, Suite 202, Colchester, CT 06415 in the amount of \$9,880.00 and allow the First Selectman to sign any necessary documents associated with said award as recommended by the Planning Director and Town Engineer.

Attachments:

- RFP 2023-006 Civil Design Services for Norton Park - Phase 1 issued on 11/16/23, Pages 1-2
- RFP 2023-006 Addendum 1 Issued 11/29/23
- RFP 2023-006 Respondent Tabulation dated 12/21/23
- RFP 2023-006 Response - Reynolds Engineering Services LLC, Pages 1-5
- Email from Town Engineer Sal Tassone dated 1/3/24

**TOWN OF COLCHESTER, CONNECTICUT
REQUEST FOR PROPOSALS 2023-006
CIVIL DESIGN SERVICES FOR NORTON PARK – PHASE 1**

The Town of Colchester is requesting proposals from qualified firms or individuals under the direction of a CT Licensed Professional Engineer (PE) for preparation of Site Development Plans, construction documents and bid specifications for construction related to Norton Park – Phase 1, which is to be built upon approximately 1.5± acres of land lying easterly of Westchester Road (CT #149) and northerly of Paper Mill Road in the North Westchester section of Town.

The project area encompasses a portion of two (2) properties currently owned by the Town of Colchester, 129 Westchester Road (Assessor's ID 06-12-013-000, Vol. 1436/Pg. 341, Exhibit 1) and 139 Westchester Road (Assessor's ID 06-12-014-000 Vol. 1283/Pg. 30, Exhibit 2), as depicted on the attached GIS Map of Project Area (Exhibit 3) and the Norton Park – Phase 1 Concept Plan (Exhibit 4).

The following documents are also attached hereto for reference: Property Survey prepared by Arthur F. von Plachecki, LS dated 11/11/15 (Exhibit 5); Fuss & O'Neill Norton Paper Mill Dam Removal Plan dated February 2015 (Exhibit 6); and Connecticut State Highway Department Right of Way Map dated 9/30/42 (Exhibit 7).

Preparation of Site Development Plans, construction documents and bid specifications for the construction of Norton Park – Phase 1 is expected to include, at minimum, the following scope of work:

1. Delineation by a qualified soil scientist of approximately 350' of high-water mark of Jeremy River and any other associated inland wetlands or watercourses within the designated project area.
2. Preparation of an "Improvement Location & Topographic Survey" (Existing Conditions Plan) prepared to horizontal class "A-2" and topographic class "T-2" accuracy standards, depicting the property boundaries westerly of the Jeremy River, delineated wetlands and watercourses, site topography, adjacent roads, above-ground utility appurtenances, specimen trees and approximate tree line.
3. Upon completion of the existing conditions plan, attend a maximum of 2 meetings of the Norton Park Committee to determine the program for proposed park improvements.
4. Preparation of a Site Development Plan depicting proposed improvements as specified by the Norton Park Committee (expected to include a traffic bound gravel surface parking area, stone retaining wall with guide rail or fence, stone steps, ADA compliant stone dust walking path, split rail or similar fencing, a brick patio, picnic tables, landscaping, etc.) proposed site grading, erosion and sediment controls, applicable notes and construction details.
5. Prepare construction documents and bid specifications for competitive solicitation of construction contractors to implement the Site Development Plan.
6. Provide a minimum of 16 paper copies of Site Development Plans for various purposes as well as signed PDF files of all Site Development Plans, construction documents and bid specifications.
7. Assist Norton Park Committee and/or Town Staff with determining lowest qualified bidder for construction as may be required.

Please note:

- A. It is expected that the Town of Colchester Public Works Department will mow the previously cleared (non-forested) portions of the project area in order to aid in the performance of the field survey.
- B. It is expected that Town Staff will obtain any permits/approvals required by the Colchester Planning &

Zoning Commission, any permits/approvals required by the Colchester Conservation Commission, and any permits/approvals required by the Connecticut Department of Transportation prior to construction, so please do not include time in proposal(s) for these purposes.

- C. The CT Licensed Professional Engineer (PE) may be offered additional work, subsequent to award of a construction contract, to assist the Norton Park Committee and/or Town Staff with contractor oversight during construction of Norton Park – Phase 1.

Interested respondents are urged to visit the subject properties at their convenience to familiarize themselves with the project area, current site conditions and the expected scope of work prior to submitting a proposal.

Proposals submitted in response to this RFP shall include a Lump Sum cost for all time and materials required to complete the scope of work as described above, including provision of the specified hard copy and digital deliverables. Proposals shall also include, at minimum:

1. The anticipated duration between award of contract and completion of the Improvement Location & Topographic Survey (Existing Conditions Plan).
2. Names, addresses and license numbers (as applicable) of Soil Scientist, Land Surveyor (LS) and Professional Engineer (PE) that will provide services.
3. Proof of liability insurance for all personnel who will be present on site to perform field work.
4. List of any other subcontractors who will be utilized on the job.
5. Any exclusions, exceptions or clarifications made by the respondent.

Questions shall be submitted in writing to the Planning Director at dsorrentino@colchesterct.gov by the close of business on Thursday 12/14/23. Any RFP Addenda resulting from respondent inquiries will be posted to the Town of Colchester website RFP/RFQ page at the following web address: <https://www.colchesterct.gov/doing-business-colchester/pages/rfp-rfq>.

Sealed proposals shall be clearly labeled “RFP 2023-006 Civil Design Services for Norton Park – Phase 1” and submitted to the attention of Bernie Dennler, Colchester First Selectman, 127 Norwich Avenue, Suite 201, Colchester, Connecticut, 06415 until 2:00 PM prevailing time on Thursday 12/21/23, at which time they will be opened and read aloud.

**TOWN OF COLCHESTER, CONNECTICUT
REQUEST FOR PROPOSALS 2023-006
CIVIL DESIGN SERVICES FOR NORTON PARK – PHASE 1**

ADDENDUM #1 – 11/29/23

Q1: Does the Town of Colchester have standard “front end” contract documents or will the selected firm be responsible for preparing these documents? If Colchester does not have a Town standard are AIA documents acceptable?

A1: The Town of Colchester does not have customized contract documents for construction projects, nor are we requesting that customized contract documents be prepared for the Town. Standard AIA documents are acceptable.

Q2: Does the Town desire assistance with the bidding process beyond providing copies and PDFs of plans and specifications such as running a pre-bid conference, attending bid opening, responding to bidder questions for addenda, etc.?

A2: It is expected that Town staff will perform these functions to the greatest extent feasible. Lump sum proposals should include allowance for up to two (2) rounds of plan revisions as may be required by staff or reviewing agencies.

Q3: Are the results of previously completed geotechnical evaluations available?

A3: Respondents are welcome to review any of the following documents that exist in the Town’s project file, though it is unlikely that these documents contain information on geotechnical evaluation(s) within the project area, as the project area was previously occupied by two single-family residences.

Phase I Environmental Site Assessment Report (164 pages) - September 2015
Phase II Environmental Site Investigation Report (197 pages) - December 2015
Pre-Demolition Hazardous Materials Survey Report (93 pages) - December 2015
Environmental Condition Assessment Form (14 pages) - May 2017
Water Supply Well Receptor Survey (7 pages) - May 2017
Spill Response Closure Report (10 pages) - July 2018
Tank Closure Report (73 pages) - July 2018
Asbestos Abatement Response Action Completion Report (411 pages) - January 2018
Completion of Investigation Report (970 pages) - March 2019
PBP for Cleanup and Disposal of PCB Remediation Waste (2,327 pages) - July 2019
Remedial Action Plan - RAP (2,369 pages) - August 2019

Q4: Are State or Federal funds anticipated to be used in either design or construction? If State or Federal funds are expected, will the Town be responsible for preparing and submitting required permits not mentioned in the RFP?

A4: It is anticipated that funding for the civil design services that are the subject of this RFP will not be from State or Federal sources. Construction will likely utilize American Rescue Plan Act (ARPA) funds that have been earmarked for this purpose. Respondents should not include time or materials for permitting

in their responses to this RFP. If the Town requires assistance with any permitting activities, such additional services may be contracted for on an as-needed basis.

Q5: Are any improvements to Paper Mill Road anticipated to be included in the project?

A5: No, improvements to Paper Mill Road are not anticipated for Phase 1.

Q6: Are the preparation of property descriptions for merger deeds or reciprocal easements required for the improvements on the two subject properties?

A6: No.

Q7: Are landscaping plans by a licensed landscape architect desired or required?

A7: If the Norton Park Committee chooses to involve a Landscape Architect (LA) in formulating design elements of the Park, coordination with the LA will be required in preparation of the Site Development Plan, but the cost of professional LA services should not be included in responses to this RFP.

Q8: Is an opinion of probable construction cost desired?

A8: No, it is expected that the Town Engineer will perform this function.

Q9: Are revisions required by regulatory agencies or in response to prospective bidder questions intended to be included in the lump sum fee?

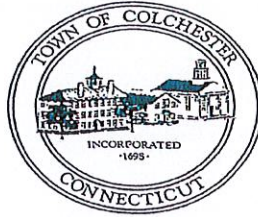
A9: Lump sum proposals should include allowance for up to two (2) rounds of plan revisions as may be required by staff or reviewing agency comments. It is expected that Town staff will respond to prospective bidder questions to the greatest extent feasible but will expect the design PE to answer questions from Town staff as may be necessary. Any and all revisions to the plans or specifications required to correct bona fide deficiencies, errors or omissions identified by prospective bidders will be the responsibility of the design PE with no additional expense to the Town.

Q10: Will the scope of services include construction administration (submittals, rfi's, site meetings/ field reports, punch lists), or will this be handled by the Town Engineer?

A10: It is expected that Construction Administration will be provided by the Town Engineer, and supplemented by the design PE on an as-needed basis. Per the language of the RFP: "The CT Licensed Professional Engineer (PE) may be offered additional work, subsequent to award of a construction contract, to assist the Norton Park Committee and/or Town Staff with contractor oversight during construction of Norton Park – Phase 1."

Any additional questions respondents may have shall be submitted in writing to the Planning Director at dsorrentino@colchesterct.gov by the close of business on Thursday 12/14/23. Any RFP Addenda resulting from respondent inquiries will be posted to the Town of Colchester website RFP/RFQ page at the following web address: <https://www.colchesterct.gov/doing-business-colchester/pages/rfp-rfq>.

Bernie Dennler



First Selectman

BID OPENING

DATE: 12/21/23 TIME: 2:00pm

PLACE: First Selectman's Office, Suite 201, 127 Norwich Avenue, Colchester, CT 06415

BID OPENING: RFP 2023-006 - Civil Design Services Norton Park, Phase 1

IN ATTENDANCE FOR THE TOWN: Sal Tassone

Stacey Churchill

The following companies submitted bids. Those in attendance were advised that the decision to award the bid would be made at the later date by the Board of Selectmen.

COMPANY	BID AMOUNT
1 - <u>Boundaries</u>	<u>\$ 44,910.</u>
2 - <u>Reynolds Engineering SvcS.</u>	<u>\$ 9,880.</u>
3 - <u>Benton + Loguidice</u>	<u>\$ 39,450.</u>
4 - <u>CLA Engineers</u>	<u>\$ 33,880</u>
5 - <u>M+J Engineering, PC</u>	<u>\$ 23,489.</u>
_____	_____
_____	_____
_____	_____
_____	_____



REYNOLDS ENGINEERING SERVICES, LLC
63 NORWICH AVENUE, STE 202 – COLCHESTER, CT 06415
Office: 860-516-0033 – Email: markreynoldsengeer@gmail.com

December 21, 2023

Bernie Dennler
Colchester First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Re: RFP 2023-006 Civil Design Services for Norton Park – Phase 1

Mr. Dennler:

Based on the Scope of Services provided in the above referenced RFP 2023-006 and our understanding of the project, we propose to provide Professional Surveying & Engineering Services for:

Lump Sum Fee \$9,880.00

We can provide Site Design Services with a Team approach. Our staff includes Draftsman, Technicians and Professional Engineers as well as Surveying Technicians and Surveyors both backed by a Registered Professional Land Surveyor. This approach can provide all of the necessary technical expertise, while minimizing the costs for Site Design. I have included a copy of our company profile. As a Colchester based business and personally as a lifelong, local resident (Lebanon), we are well suited to work with the Park Committee to develop the best cost-effective plan for the park.

The licensed professionals in responsible charge are:

Mark Reynolds, Professional Engineer, CT PE #19789

Rob Hellstrom, Professional Land Surveyor, CT PLS #13626

Ian Cole, Registered Soil Scientist / Professional Wetland Scientist #2006

A Subcontractor will provide Wetland Delineation services:

Ian Cole, LLC, PO BOX 619, Middletown, CT 06457

Reynolds Engineering Services, LLC, its affiliates, and subcontractors are fully licensed and insured. I have included Certificates of Insurance.

Following a Notice to Proceed, we can complete the Improvement Location & Topographic Survey (Existing Conditions Plan) within 10 business days.

Thank you for considering our firm for this project. We are looking forward to working with you.

Sincerely,

Mark A. Reynolds, Registered Professional Engineer

Norton Park Phase 1 – Colchester, CT

Reynolds Engineering Services LLC

63 Norwich Avenue
 Suite 202
 Colchester, CT 06415

Estimate

Date	Estimate #
12/21/2023	56

Name / Address
Town of Colchester

Project
Norton Park - Phase 1

Description	Total
Preparation of Site Development Plans, construction documents and bid specifications for the construction of Norton Park - Phase 1 including scope of work Items 1-7 of the Town of Colchester's Request for Proposals 2023-006 Civil Design Services for North Park - Phase 1.	9,880.00
TERMS OF AGREEMENT	0.00
<p>1. TERMINATION: This Agreement may be terminated by either party by mutual consent, or in the event of persistent failures of performance of terms and conditions of Agreement by other party through no fault of the termination party. The Surveyor shall then be paid for services completed up to the time of the termination date based upon the described fees.</p> <p>2. OWNERSHIP OF DOCUMENTS: All documents, including original drawings estimates, specifications, field notes and data are and shall remain the sole and exclusive property of the Surveyor as instruments of service. The client may, at their expense, obtain record prints of drawings, in consideration of which the client will use them solely in connection with the above-described project and not for the purpose of making subsequent extensions or enlargements thereto. Except that, provided the Surveyor has been paid in full for his services, he shall provide copies of all documents, drawings, field notes and data upon request of the client.</p> <p>3. PAYMENT: Unless otherwise specified in this agreement, payment for the above described services shall be due within fifteen (15) days from the first day of billing. In the event that said account is unpaid after the fifteenth day subsequent to the first billing the client shall become subject to a monthly service charge of 1.5% on the then unpaid balance (18% true annual rate). In the event that any portion or all of this account remains unpaid ninety (90) days subsequent to the first billing date, the client shall pay all costs of collection including reasonable attorney's fees.</p> <p>4. AMENDMENT OF AGREEMENT: This agreement may be amended only in writing signed by the client and the Surveyor/Engineer.</p> <p>5. APPLICABLE LAW: Unless otherwise specified, the Agreement shall be governed by the laws of the State of Connecticut.</p>	
Total	

Reynolds Engineering Services LLC

63 Norwich Avenue
 Suite 202
 Colchester, CT 06415

Estimate

Date	Estimate #
12/21/2023	56

Name / Address
Town of Colchester

Project
Norton Park - Phase 1

Description	Total
<p>6. LIMITATION ON LIABILITIES: The client agrees to limit the Surveyor/Engineer's liability to the client and to all construction contractors and subcontractors on the project, due to Surveyor's negligent acts, errors of omissions, such that the total aggregate liability of the Surveyor to all those named shall not exceed \$20,000.00 or the Surveyor total fee for services rendered on this subject, whichever is greater.</p> <p>7. LIMIT OF CONTRACT: This contract may be voided if not executed by the client within 60 days of the contract date.</p> <p>Please sign and return one copy of this Estimate and keep one for your records. Please call with any questions</p> <p>Signature _____ Date _____</p>	
Total	\$9,880.00

COMPANY PROFILE

BACKGROUND

Established in 2003, Reynolds Engineering Services, LLC (RES) is a multi-disciplinary civil engineering firm with two land surveying affiliates and three office locations serving Connecticut. With almost three decades of cost-conscious planning and innovative design solutions—from project conception through post-construction services—we have established long-term relationships with a wide range of public- and private-sector clients throughout the region. Our commitment to practical, client-driven design has resulted in repeat business from more than 75% of our clients.

ORGANIZATION

RES's organization centers around three technical divisions, each of which is managed by a principle or officer of the firm. The divisions include Civil Engineering, Site Planning & Permitting and Land Surveying.

STAFFING CAPABILITIES

RES and its affiliates employ 18 professional, technical, and support personnel. Division managers possess at least 15 years of experience within their fields of specialization, and Project Managers have at least 5 years of applicable experience. The engineering and drafting staff are fluent in the latest computer-aided drafting and design (CADD) applications. The surveying staff are proficient in state-of-the-art methods and are equipped with GPS and conventional survey instruments. A principle personally supports the firm's planning and design efforts, specializing in the coordination and monitoring of all permitting requirements. Through in-house training and the firm's policies for continuing education, RES personnel have remained current with emerging engineering and surveying technologies.

SERVICE AREAS

- Site/Civil Engineering
- Hydrology/Hydraulics
- Water and Wastewater Engineering
- Environmental Permitting and Wetlands
- Traffic and Transportation Engineering
- Stormwater Control and Drainage Facilities
- Dams and Related Structures
- Parks and Recreational Development
- On-site Sewage Disposal Systems (Septic)
- Construction-Phase Services

CLIENTS

- State and Municipal Agencies
- Colleges and Universities
- Manufacturers
- Financial Institutions
- Developers
- Contractors

OFFICES

- 63 Norwich Avenue, Suite 202
Colchester, CT 06415
(860) 516-0033
- 32 Main Street
Hebron CT 06248
(860) 228-9853
- 67 Boulevard
Glastonbury, CT 06033
(860) 633-9401

SITE PLANNING AND ENGINEERING

Reynolds Engineering Services, LLC (RES) provides a full range of planning and engineering services associated with site improvement projects. We are familiar with the requirements of large-scale commercial, institutional, industrial, and residential projects, as well as individual site improvement projects.

Regardless of the project size, RES recognizes overall project success is highly dependent on sequencing, scheduling, and regulatory compliance. Our ability to meet the needs of our clients is reinforced by the firm's full-service, in-house capabilities.

RES has been responsible for the planning and design of site development projects throughout Connecticut. In addition to commercial/industrial and residential sub-divisions, we have planned and designed site improvements associated with office buildings, multi-unit housing, and retail facilities.

REPRESENTATIVE SERVICES:

- **Conceptual and Feasibility Studies**
- **Project Planning**
- **Grading and Drainage Plans**
- **Utility Layout and Design**
- **Preliminary and Final Plan Preparation**
- **Environmental and Wetland Permitting**
- **Traffic Impact Studies**
- **Sanitary Facilities**
- **Water Supply and Transmission**
- **Access Roadways and Sidewalks**
- **Parking Facilities**
- **Storm Water Management Plans**
- **Erosion & Sedimentation Control Plans**

From: [Sal Tassone](#)
To: [Demian Sorrentino](#)
Subject: Civil Design Services for Norton Park - Phase 1
Date: Wednesday, January 3, 2024 4:07:39 PM

Good afternoon Demian,

As requested, I have reviewed the RFP packet submitted by the apparent low bidder (RES Reynolds Engineering Services, LLC) for the referenced project.

Based on my review of the materials submitted and the RFP posted on the Town's website, it appears that the RES proposal includes all work items listed on the RFP and all other requested information and documents including Liability Insurance Coverage for RES personnel.

I believe the liability insurance documents should list The Town of Colchester as the "Certificate Holder", otherwise the Lump Sum proposal appears to be reasonable and in my experience with other projects that RES has worked on in Colchester, I would say they are capable of performing the proposed scope of work noted within the RFP.

Simply based on the lump sum price, I would estimate that the proposed lump sum fee of \$9,880 would represent approximately 80 to 100 personnel work hours based on expected average hourly billable rates. In terms of necessary effort to complete this project, this seems reasonable especially given that the consultant is local to Colchester.

Thanks

Sal Tassone P.E.
Town Engineer
860-537-7281

TOWN OF COLCHESTER

UNDER THE FEDERAL DEPARTMENT OF TRANSPORTATION

ALCOHOL AND CONTROLLED SUBSTANCE TESTING POLICY FOR CDL DRIVERS

STATEMENT OF POLICY:

The safety and wellbeing of our drivers, employees and the public requires that our drivers perform their duties free from the effects of alcohol and/or drugs. A drug-free workplace is especially important to the transportation industry. A driver who uses or abuses alcohol and/or drugs is a hazard to this town, the public, other employees, and him/herself. To ensure safe transportation and provide an efficient and drug-free workplace while complying with the Federal Motor Carrier Safety Regulations, the Town of Colchester has adopted this policy.

PROGRAM ADMINISTRATOR:

The Director/Manager of Human Resources has been designated by the Town as the Alcohol & Drug Testing Program Administrator. In this function he/she will be responsible for answering any questions from the drivers, administrators, or the public in general.

The Program Administrator will handle all information on all tests of covered drivers as confidential. The Program Administrator shall provide all such information to the First Selectman, the Public Works Director, or the Senior Center Director to enable him/her to take proper disciplinary action.

The Program Administrator shall also release test information to the town's Substance Abuse Professional for use to evaluate and recommend appropriate follow-up.

DRIVERS SUBJECT TO TESTING:

All employees who are required to have a Commercial Driver's License to perform their duties, which are considered as **Safety-Sensitive Functions**, are subject to the alcohol and drug testing as outlined in this policy and required by Title 49 Code of Federal Regulations part 382.

DRIVER COMPLIANCE WITH REGULATION:

All drivers subject to alcohol and drug testing must always follow the regulations and this policy while in a working status for the Town. This will include all time spent driving a commercial vehicle as well as time spent performing **Safety-Sensitive Functions** or just before or just after performing **Safety-Sensitive Functions**.

Safety-Sensitive Function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work.

Safety-Sensitive Functions shall include:

1.-All time at an employer or shipper plant, terminal, facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the employer.

2.-All time inspecting equipment as required by Sect.392.7 and 392.8 of 49 C.F.R. otherwise inspecting, servicing, or conditioning any commercial motor vehicle at any time.

3.-All time spent at the driving controls of a commercial motor vehicle in operation.

4.-All time, other than driving time, in or upon any commercial motor vehicle except time resting in a sleeper berth (a berth conforming to the requirements of section 393.76 of 49 C.F.R.).

5.-All time loading or unloading a commercial motor vehicle, supervising, or assisting in the loading or unloading, attending a commercial motor vehicle being loaded or unloaded, remaining in readiness to operate the commercial motor vehicle, or in giving or receiving receipts for shipments loaded or unloaded.

6.-All time repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle.

SUBSTANCES TESTED FOR:

The following substances will be tested to determine their presence:

1.-Alcohol

2.-Marijuana

3.-Cocaine

4.-Amphetamines (Including Methamphetamines, MDA and metabolites)

5.-Phencyclidine (PCP)

6.-Opiates (Including 6-MAM metabolite)

PROHIBITED CONDUCT:

During the time that drivers are performing safety-sensitive functions, they shall not:

1.-Report to or remain on duty with an alcohol concentration of 0.02 or greater.

2.-Possess any alcohol.

3.-Use any alcohol.

4.-Use any alcohol within four hours of going on duty.

5.-Use any alcohol for eight hours after an accident, which will require the driver to be tested for alcohol or until tested.

6.-Refusal to submit to a required alcohol and/or controlled substance test.

7.-Report to or remain on duty when using any controlled substance, except when under a physician's orders AND the physician has informed the driver that the use will not affect the safe operations of a commercial vehicle.

TEST REQUIRED:

All drivers who are required to be tested for alcohol and/or controlled substance use, or misuse will be tested under the following circumstances:

1.-**Pre-employment.** All applicants for jobs requiring a commercial driver's license and/or current employees transferring to a job which requires a commercial driver's license will be required to be tested for the use of controlled substances.

2.-**Random.** All drivers are subject to random testing at ten percent (unless the Federal Highway Administration announces another testing level) of all drivers will be selected to submit to unannounced random alcohol testing, which will be spread throughout the calendar year. Fifty (50) percent (unless the Federal Highway Administration announces another testing level) of all drivers will be selected to submit to unannounced controlled substance testing.

3.-**Post-accident.** Drivers will be alcohol and controlled substance tested in all accidents involving a fatality. If the accident is one where one or more vehicles were towed from the scene of the accident or involves somebody being injured to the degree that the injury must be treated immediately away from the scene of the accident, then the commercial vehicle driver must also receive a summons for a "moving traffic violation" because of the accident, before a test will be directed.

4.-**Reasonable suspicion.** All drivers that exhibit signs and/or symptoms of alcohol and/or controlled substance use or misuse, which are observed by a trained company supervisor, while performing safety sensitive functions will be required to submit to an alcohol and/or controlled substance test.

5.-**Return to duty.** A driver who previously tested positive for alcohol and/or controlled substance, must submit to a return to duty alcohol and/or controlled substance test, the result must be negative to be enabled to return to duty. Employees are financially responsible for return-to-duty tests.

6.-**Follow-up.** A driver who previously tested positive and has returned to duty must submit to at least six (6) alcohol and/or controlled substance tests during the first 12 months after returning to work, if the Substance Abuse Professional determines that the driver has an alcohol or substance abuse problem. A follow-up test will be announced, and testing may continue for up to sixty (60) months after returning to work. Any follow-up tests will be at the direction of the Substance Abuse Professional. Employees are financially responsible for all follow-up tests.

TESTING PROCEDURES:

The Town has contracted with Gregory & Howe for the alcohol test and collection of the urine specimen(s) for controlled substance testing.

Once a driver has been directed to submit to an alcohol and/or controlled substance test, he/she will proceed immediately to the testing area. Drivers must comply with the lawful request to the technician doing the alcohol and/or controlled substance test.

The selected driver will be required to provide a urine specimen for controlled substance testing and/or a breath or saliva sample for analysis of alcohol concentration.

The driver will be required to provide a photo identification prior to testing. Privacy will be ensured at the facility by means of voiding in a private enclosure. A split sample will be procured, and both samples will be sent to the lab.

Proper chain of custody procedures will be followed to ensure that the specimen submitted is indeed the specimen that belongs to the selected driver. The specimen will be sealed to prevent tampering during transport to the laboratory. Federal certified laboratories will be utilized for testing (drugs) and two separate methodologies will be performed to verify all specimens as positive prior to controlled substances reporting to the medical review officer (MRO).

The MRO is a licensed physician that reviews all test results prior to reporting to the Town. Should the specimen test positive, the MRO will contact the driver to discuss the test findings and afford the driver an opportunity to discuss his/her test results and any factors that could have been attributed to the positive test. Should the driver question the test findings, the driver can request that the split sample be forwarded to another certified laboratory for re-analysis?

All test results are treated confidentially, and no results will be released to outside parties without the driver's express consent or when required by law, rule or regulation or expressly authorized.

All testing for alcohol use or misuse will be conducted only by devices, which have been approved by the National Highway Traffic Administration or trained Breath Alcohol Technicians (BATs) or trained Screening Test Technicians.

REQUIREMENTS THAT DRIVERS MUST SUBMIT TO TEST:

All drivers who are required by Federal Motor Carrier Safety Regulations and this policy to be subjected to alcohol and/or controlled substances test must fulfill that requirement when so directed by the Alcohol/Drug Testing Program Administrator or **Trained Supervisor**. Failure to comply with the regulations of this policy will be grounds for disciplinary action up to and including dismissal.

REFUSAL TO TEST:

The following circumstances will be construed as refusing to submit to an alcohol and/or controlled substance test:

- 1.-Fails to give an adequate sample of breath for an alcohol test without a valid medical explanation.
- 2.-Fails to appear for any test (except a pre-employment test) within a reasonable time after being directed to do so by the employer.
- 3.-Fails to remain at the testing site until the testing is completed.
- 4.-Fails to take a second test when directed by the employer.
- 5.-Fails to provide adequate urine sample for a controlled test without a genuine inability to provide a specimen, as determined by medical evaluation.
- 6.-Engages in conduct that clearly obstructs the testing procedures.
- 7.-Fails to undergo a medical examination or evaluation as directed by the MRO as part of the test verification process.
- 8.-MRO reports that you have a verified, adulterated or substituted test result.

FMCSA CLEARINGHOUSE

Effective January 6, 2020, in accordance with 49 CFR, all drivers shall be subjected to a query of the FMCSA Clearinghouse prior to employment as well as yearly throughout the driver's employment with the Town of Colchester.

Drivers should also note that the following information will be reported to the Clearinghouse:

- A verified positive, adulterated, or substituted drug test result.
- An alcohol confirmation test with a concentration of 0.04 or higher.
- A refusal to submit to a drug or alcohol test.
- An employer's report of actual knowledge, as defined at 49 CFR § 382.107.
- On duty alcohol use pursuant to 49 CFR § 382.205.
- Pre-duty alcohol use pursuant to 49 CFR § 382.207.
- Alcohol use following an accident pursuant to 49 CFR § 382.209.
- Drug use pursuant to 49 CFR § 382.213.
- The SAP report on the successful completion of the return-to-duty process.
- A negative return-to-duty test.
- An employer's report of completion of follow-up testing.

DISCIPLINARY ACTION:

Any driver who violates either the Federal Motor Carrier Safety Regulations or this policy may be subject to disciplinary action up to and including dismissal.

Any driver who has tested positive for either drugs or alcohol will be placed on unpaid leave and directed toward a substance abuse professional. The driver may use vacation and PL time until cleared to return to work.

INFORMATION:

This Town will provide each driver subject to the Federal Motor Carriers Safety Regulations with a copy of this policy. In addition, the Town will provide printed material which describes the effects of alcohol and/or controlled substance use or abuse on the individual’s health, work, and personal life, as well as information on the signs and symptoms of an alcohol or controlled substance problems.

ACKNOWLEDGEMENT:

I certify that I have received a copy of the Town of Colchester Alcohol and Controlled Substance Testing policy, and written material concerning the effects of alcohol and controlled substance on an individual’s work and personal life, signs and symptoms of a drug or alcohol problem including co-workers, and the methods to deal with a substance abuse problem.

Employee’s Name (Please Print)	Employee’s Signature	/ / Date
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ACKNOWLEDGEMENT:

I certify that I have received a copy of the Town of Colchester Alcohol and Controlled Substance Testing policy, and written material concerning the effects of alcohol and controlled substance on an individual's work and personal life, signs and symptoms of a drug or alcohol problem including co-workers, and the methods to deal with a substance abuse problem.

_____/_____/_____
Employee's Name (Please Print Clearly) Employee's Signature Date

EMPLOYEE FILE COPY

Pg-7

Town of Colchester

Date: _____

To: _____
(Applicant/Employee Name) (State of Issuance & CDL or CLP #, if applicable)

Re: _____ test on _____
(Type of test: random, etc.) (Collection date of test)

According to the Department of Transportation Regulation 49 CFR Part 40, should a safety-sensitive applicant or employee test positive or refuse to test for drugs and/or alcohol on a pre-employment, random, reasonable suspicion, post-accident, return-to-duty, or follow-up test, they must be removed from or safety-sensitive duties until they comply with the following:

- You must be evaluated by a Department of Transportation (DOT) qualified Substance Abuse Professional (SAP).
- You must comply with all the recommendations given by the SAP.
- You must return for a follow-up evaluation and receive return-to-duty clearance from the SAP.
- You must test negative on a return-to-duty drug and/or alcohol screen.

Until you have completed all the above Department of Transportation requirements:

- You are placed on unpaid leave, (you may use vacation and PL time) until cleared to return to work.
- You are not eligible to perform safety-sensitive duties for ANY employer.

If you are a commercial driver's license (CDL) or commercial learner's permit (CLP) holder and had a DOT FMCSA testing violation on or after January 6, 2020, you are required to register with the FMCSA's Clearinghouse for reporting your assigned SAP's name. Registration and instructions can be found on the following link: <http://clearinghouse.fmcsa.dot.gov/register>

To obtain a list of SAP's in your area, please contact our respective service agent:
SAP Referral Services /SRS, LLC
7939 Honeygo Blvd. Suite 200
Baltimore, MD 21236
Ph 1-410-668-8110
Fax 1-410-668-8103

Should you have any questions, please feel free to contact me directly at _____
(DER's phone Number)

Sincerely,

Designated Employer Representative

Applicant/Employee Signature

Recreation Needs and Coordination Ad-Hoc Committee Proposal:

Membership:

- 5 members
- 2 alternates
- Staff liaisons: Recreation Director and Public Works Director
- Liaisons from Board of Education and Board of Finance needed

Charge: Evaluate current recreation assets operated by the Town and Board of Education and make recommendations on how to coordinate use and access to these resources; identify gaps in resources, and make prioritized recommendations on how to address these gaps including the consideration of turf; recommendations shall be developed based on potential public support and both the practical and financial feasibility of proposals. The committee may make interim recommendations to the Board of Selectmen over the course of their work rather than only making final recommendations.

Facilities Planning Ad-Hoc Committee Proposal

Membership:

- 5 members
- 2 alternates
- Staff liaison: Public Works Director
- Liaison from Board of Finance needed

Charge: Evaluation of current and near-term Town facility space needs to make recommendations with consideration of the following topics with input from relevant stakeholders including staff and the public:

- Future use of the current Senior Center building/parcel
 - Future of the Veteran's Room
- Future use of the current Youth Center building
- Police Department Renovation Plans
 - Potential displacement of Recreation and Public Works Departments
- Future location of Food Bank
- Third floor of Town Hall

Recommendations shall be developed with consideration for potential public support and both the practical and financial feasibility of proposals. The committee may make interim recommendations to the Board of Selectmen over the course of their work rather than only making final recommendations.



Service Order

2 Mill & Main; Suite 630; Maynard, MA 01754

Created by	Rob Battaglia
Contact Phone	631-747-3253
Contact Email	rbattaglia@cleargov.com

Order Date	Jan 19, 2024
Order valid if signed by	Feb 1, 2024

Customer Information			
Customer	Town of Colchester	Contact	Bernie Dennler
Address	127 Norwich Avenue	Title	First Selectman
City, St, Zip	Colchester, CT 06415	Email	BDennler@colchesterct.gov
Phone	860-537-7220	Billing Contact	
		Title	
		Email	
		PO # (If any)	

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions	Tier 2	\$ 2,700.00
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 2,700.00
Subscription Services	Tier	Service Fees
ClearGov BCM Transparency - Civic Edition	Tier 2	\$ 7,300.00
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 7,300.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Feb 1, 2024	Feb 1, 2024	ClearGov Setup Services
Pro-Rata	Feb 1, 2024	Jun 30, 2024	ClearGov Subscription Services
Initial	Jul 1, 2024	Jun 30, 2028	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Feb 1, 2024	\$ 2,700.00	One Time Setup Fee
Feb 1, 2024	\$ 3,041.67	5 Month Pro-Rata Subscription Fee
Jul 1, 2024	\$ 7,300.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein		
Billing Terms and Conditions		
Valid Until	Feb 1, 2024	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Initial Period Rate Increase	3% per annum	During the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.
Rate Increase	6% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions	
Original Service Order	This ClearGov Service Order supercedes the ClearGov Service Order with an Order Date of September 11, 2023, (the "Original Service Order"). The Original Service Order shall be null and void as of the execution of this ClearGov Service Order by both Parties.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work. Please note that ClearGov will not activate and/or implement services for any Customer with outstanding balance past due over 90 days for any previous subscription services.

Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov BCM Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Appropriations	Customer shall have the option to terminate this ClearGov Service Order in advance of any annual renewal in the event that the applicable appropriating body does not appropriate funds for such upcoming renewal period.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov BCM Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov BCM Service Agreement. In event of any conflict between the terms set forth in this ClearGov Service Order and any terms or conditions set forth in the ClearGov BCM Service Agreement, the terms of this ClearGov Service Order shall prevail.

Customer	
Signature	
Name	
Title	

ClearGov, Inc.	
Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)			
This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	

Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- If Customer is subscribing to any products that require data onboarding:
 - ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
 - ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
 - ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
 - After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding/activation process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov IM at least one business day in advance.
- If Customer is subscribing to any products that require data onboarding:
 - Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
 - Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.

<u>Boards and Commissions</u>	<u>Current BOS Liaison</u>	<u>Notes</u>	<u>Dates they meet</u>
<u>Agriculture Commission</u>	R. Coyle		Mondays
<u>ARPA Ad-Hoc Committee</u>	N/a	Defunct	N/A
<u>Board of Assessment Appeals</u>	D. Turner		March 2, 12, 16, 26, 30 and Sept. 14
<u>Board of Education</u>		Vacant	2 nd Tuesday of month 6:00pm
<u>Board of Finance</u>	B. Dennler		2 nd and 4 th Wednesdays 7:00pm
<u>Board of Selectmen</u>	n/a	n/a	1 st , 3 rd Thursdays 7:00pm
<u>Commission on Aging</u>	R. Coyle		2 nd Monday of Month 9:00am
<u>Conservation Commission</u>	D. Turner		2 nd Wednesday (except Tuesday feb 13) 7:00pm
<u>CORE Commission</u>	D. Turner		3 rd Wednesday month 6:00pm
<u>Economic Development Commission</u>		Vacant	3 rd Monday 6:00pm
<u>Ethics Commission</u>		Vacant	2 nd Tuesday of every even numbered month 6:00pm
<u>Fair Rent Commission</u>		Vacant	As needed basis
<u>Historic District Commission</u>	D. Turner		2 nd Monday 7:00pm
<u>Housing Authority</u>		Vacant	3 rd Thursday 7:00pm (conflict BOS meeting)
<u>Norton Park Committee</u>		Vacant	1 st Tuesday Month
<u>Open Space Advisory Committee</u>	R. Coyle		2 nd Monday 6:00pm
<u>Park & Recreation Commission</u>	n/a	n/a	n/a
<u>Planning & Zoning Commission</u>		Vacant	1 st and 3 rd Wednesday 7:00pm
<u>Police Commission</u>	n/a	Defunct	n/a
<u>Senior Center Building Committee</u>	R. Coyle		2 nd and 4 th Tuesday 7:00pm
<u>Sewer & Water Commission</u>	B. Dennler		4 th Wednesday 7:00pm
<u>Youth FIRST Coalition</u>	D. Turner		1 st Wednesday 5:30pm
<u>Zoning Board of Appeals</u>		Vacant	3 rd Tuesday 7:00pm as needed