



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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Bernie Dennler, First Selectman

Board of Selectmen Regular Meeting

May 2, 2024 - 7:00PM

Agenda

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

<https://us02web.zoom.us/j/81912538304?pwd=N205UHI4MjdCQ3cydzZhaGhNWFZYdz09>

*All items on the agenda are subject to possible action*

1. Call to Order
2. Pledge of Allegiance
3. Correspondence
4. Citizen's Comments
5. Additions and Changes to the Agenda
6. Consent Agenda
  - a. Approve the Minutes from Special Meeting April 18, 2024 **PAGE 3 - 13**
  - b. Approve the Minutes from Regular Meeting April 18, 2024 **PAGE 14 - 17**
  - c. Authorize Tax Refunds **PAGE 18**
  - d. Authorize the First Selectman to sign the Competitive School Readiness Grant application including Quality Enhancement funds **PAGE 19**
  - e. Approval of Policy and Notice of Non-Discrimination **PAGE 20 - 22**
  - f. Authorize the First Selectman to sign the Knox Connect Renewal Quote for Knox Decoders used by the Fire Department **PAGE 23 - 25**
7. Review and Discussion of Colchester Parks and Recreation Strategic Plan **PAGE 26 - 37**
8. Discuss and act on possible sale of Engine Tanker 288 (ET228) **PAGE 38 - 39**
9. Discuss and act on authorizing the First Selectman to sign the application for EMPG Pool Grant for \$25,000 **PAGE 40 - 53**
10. Discuss and act on authorizing the First Selectman to sign a contract with Infrastructure Consulting Group LLC for \$22,356.30 for an existing conditions pavement study for Colchester's Local Roads **PAGE 54 - 77**
11. Discuss and act on authorizing the First Selectman to sign a contract with Stula Enterprises for \$22,680 for various pavement shimming projects around town **PAGE 78 - 80**

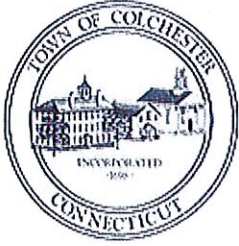
12. Discuss and act on authorizing the First Selectman to sign all necessary documentation with All States Construction Inc for \$489,318.25 for various rubberized chip seal projects around town **PAGE 81- 95**
13. Discuss and act on authorizing the First Selectman to sign all necessary documentation with Charles Pasteryak Jr. Inc. for \$574,657.50 for various 2" mill and fill projects around town **PAGE 96 - 102**
14. Discuss and act as WPCA on authorizing the First Selectman to sign a contract with Stula Enterprises for \$11,970 for the uncovering of 15 paved over valve boxes **PAGE 103 - 105**
15. Discuss and act as WPCA on authorizing the First Selectman to sign all necessary documentation with Haley Ward Engineering for \$24,000 the Elmwood Heights Water Tower project for 3<sup>rd</sup> party inspection and construction management **PAGE 106 - 118**
16. Transfers **PAGE 119 - 120**
  - a. Discuss and act on recommendation to Board of Finance to transfer FY22-23 unexpended bond principal budget to Debt Service Fund for future debt service payments
  - b. Discuss and act on recommendation to Board of Finance to transfer FY23-24 unexpended bond principal budget and bond interest to Debt Service Fund for future debt service payment

17. Citizen's Comments

18. Adjournment

Respectfully submitted,

Bernie Dennler  
First Selectman



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Bernie Dennler, First Selectman

Board of Selectmen Special Meeting

Minutes

April 18, 2024 - 2:00 PM

Colchester Town Hall Meeting Room 1- Hybrid via zoom

<https://us02web.zoom.us/j/86785711511?pwd=OG9KdWl6bnNsVVRlc3pLZl0xTWlodz09>

*All items on the agenda are subject to possible action*

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

**Others Present:** Lori Merker Chapman, HR Manager

**1. Call to Order**

B. Dennler called the meeting to order at 2:00pm

**2. Pledge of Allegiance**

B. Dennler led the Pledge of Allegiance

**3. Review, discussion and possible action concerning report by Malliet Consulting regarding Colchester Finance Investigation**

*D. Turner MOVED to waive attorney-client privilege and release the report from Maura Malliet Consulting regarding Colchester Finance Investigation. R. Coyle SECONDED. MOTION CARRIED 5:0.*

B. Dennler provided a timeline for the investigation and reviewed the report. He stated the report will be included as an attachment to the minutes.

**4. Discussion and possible action regarding pre-disciplinary hearing for Director of Finance**

B. Dennler reviewed the efforts to contact Ms. Williamson regarding the investigation and to serve notice of the pre-disciplinary hearing. Ms. Williamson declined to participate in the investigation and did not respond to the Loudermill notice. She was not in attendance. Discussion by the Board followed.

*A. Shilosky MOVED to terminate Mary Williamson, effective immediately, as Director of Finance, and to direct the First Selectman to send necessary correspondence. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

**5. Adjourn**

Meeting adjourned at 2:24pm

Respectfully submitted,  
Taryn Scott, Executive Assistant to the First Selectman

# Malliet Human Resources Consulting

Maura Malliet, Principal

[mauramalliet@gmail.com](mailto:mauramalliet@gmail.com)

860.463.6678

April 15, 2024

## TOWN OF COLCHESTER INVESTIGATION

Mary Williamson, Town Finance Director

### SCOPE OF INQUIRY

Investigate the conduct of Mary Williamson, Town of Colchester Finance Director in 2023. Specifically,

- A. Mary Williamson's management of the Town of Colchester's Finance organization and responsibilities in accordance with her Finance Director position
- B. Mary Williamson's exercise of her position as Finance Director to authorize additional personal compensation and gain access to employee healthcare coverage without employee deductions

### ENGAGEMENT TIMELINE

January 2, 2024 - Malliet Human Resources Consulting engaged by Kainen, Escalera, and McHale PC - Attorney Daniel Murphy to complete investigation of Ms. Williamson professional conduct as Town Finance Director.

January 2 through February 14, 2024 – Interviewed eight Town of Colchester employees. Notably unavailable was Mary Williamson. Ms. Williamson was contacted via phone, email, and letters beginning January 8 and continuing through March 28 requesting an interview date, or to respond to submitted questions. In addition to email and phone outreach starting January 8, three in-person interview dates were scheduled – January 18, February 15 and March 1. Ms. Williamson, directly, or through Attorney Mark Balaban, refused to be interviewed.

### ALLEGATIONS of MISCONDUCT

In a letter to Ms. Williamson dated March 28 (Attachment 1), First Selectman Bernard Dennler outlined the allegations of misconduct related to Ms. Williamson's job performance and provided Ms. Williamson an opportunity to respond to specific allegation queries. Similar to previous outreach, Ms. Williamson refused to participate.

## BACKGROUND

The misconduct allegations outlined against Ms. Williamson focus on her performance deficiencies in executing her duties as Finance Director; and her receipt of unwarranted compensation for vacation, holiday and personal time as well as the receipt of health coverage benefits without making any employee contributions as required. The Town's Finance Director position description (Attachment 2) makes clear the requirements of the job. This position description has been used to evaluate Ms. Williamson's performance. Key elements of the role are:

### *Essential Duties and Responsibilities:*

Directs the operations of the Finance Department to evaluate, administer and oversee the financial management of the Town. Specific functions include, but are not limited to: accounting and financial reporting, general ledger, budgeting, financial and capital planning, financial software, cash/investment management, debt management, accounts receivable, accounts payable, purchasing, payroll and grants.  
Develops internal control policies, guidelines, and procedures for activities such as budget administration, cash/investment management, accounting and payroll.  
Interprets and enforces policies and procedures.  
Drafts and recommends policies, financial plans and goals

### *Required Knowledge, Skills and Abilities*

Thorough understanding of the principles of government finance.  
Knowledge of the practices and procedures used in governmental accounting, including generally accepted accounting principles (GAAP), pronouncements of the Government Accounting Standards Board (GASB), relevant CT General Statutes regarding Town finances, and State Office of Policy & Management (OPM) financial reporting requirements

## ALLEGATION DETAILS

Below are the five allegation articles contained in Attachment 1 and the relevant investigation discovery:

1. **Failure to perform timely execution of core duties of the Director of Finance including:**
  - a. Failure to balance payroll cash accounts in a timely fashion:
    - i. As of December 15, 2023 (shortly before you were placed on administrative leave), the available cash balance after payroll was -13,746,036.68. (Attachment A)
  - b. Failure to post revenue in a timely fashion
    - i. Ambulance revenue had not been posted since May 2023
    - ii. STIF investment income revenue had not been posted since March 2023; and
  - c. Failure to perform bank reconciliations in a timely fashion
    - i. Despite the Town contracting with temporary help via Robert Half, bank reconciliations were not brought current and continued to fall behind.

## Discovery

Investigator reviewed the Town's Finance Director position description and reviewed Ms. Williamson previous professional Finance experience.

Ms. Williamson's role requires that she oversee Town "financial management including accounting and financial reporting, general ledger, budgeting, financial and capital planning, financial software, cash/investment management, debt management, accounts receivable, accounts payable, purchasing, payroll and grants." As noted above, per Munis (Town municipal Finance system) documentation and discussions with current Finance Department leadership, Michelle Marceau, Acting Director of Finance, and Maggie Cosgrove, former Chief Financial Officer and current Financial Department Advisor, the financial duty failures listed above are accurate. Ms. Williamson had not balanced the payroll cash accounts in a timely fashion, leaving a negative \$13,746,036.68 balance, Ambulance revenue had not been posted in a timely fashion, STIF investment income revenue had not been posted since March 2023 and bank reconciliations have not been brought current. In interviews with Ms. Marceau and Ms. Cosgrove, in addition to the failures referenced, they noted other gaps, including:

1. Not completing the assessment and reporting of imputed income for Town provided life insurance. Life insurance, above a federally prescribed amount, must be taxed. This deduction is generally made in the first pay period, and no later than the second pay period in December for the that year. This is required so employee tax information is accurate for the year. When Ms. Williamson left on December 28 these deductions had not been made.
2. Library employee deductions that should have been entered as not taxable were entered into the system as taxable.
3. Ms. Marceau noted that in contrivance of GAAP financial control rules (GAAP adherence is required as part of her job description) Ms. Williamson made bank deposits of Town funds without involving other Town employees, in violation of segregation of duties.
4. Ms. Williamson made Federal Tax payment via Dime Bank using the Board of Education Federal tax identification number (TIN). This led to overpayments to the Board of Education accounts and underpayments for the Town. Board of Education received a tax refund and turned the refund over to the Town. Ms. Williamson deposited the IRS check without investigating. The refund was then deposited into the general account. The Town still owed the IRS its tax payment.
5. Finance Director is responsible for providing Town Department Heads with monthly financial reports. Both Shannon Ramsey, former HR Director and Ms. Cosgrove learned that Department Heads were not receiving their budget reports.
6. Ms. Cosgrove noted that "because the 2022 Town Audit had not been issued, Moody's sent Town of Colchester a notice that their rating was in danger of being pulled." This is in sharp contrast to the Moody evaluations during her 17 year tenure.

Mary Williamson may have misstated her professional finance background. Ms. Williamson submitted an application cover letter and resume (Attachment 3) when applying for the Finance Director role. She noted in her cover letter to former First Selectman Bisbikos that she

had “22 years of Finance experience, 4 years which is related to government accounting”. However, her resume, submitted at the same time and including her recent role with the Town, stated that she had “16+ years of experience overseeing projects in financial and accounting operations...”. On review of her resume, Ms. Williamson lists only 7+ years of financial roles between 2006 and 2023, of which approximately two and third quarter years relate to government accounting (2 years, 4 months in Texas and her months at the Town of Colchester).

**2. Your compensation for unused vacation, holiday, and personal time hours between November 12, 2023 and November 25, 2023:**

- a. For the payroll date December 1, 2023, you submitted a signed timesheet showing 80 hours of straight time worked. This was signed by yourself and by me as First Selectman and given to your payroll assistant. However, you were paid for 80 hours of straight time, plus 120 hours vacation, 8 hours floating holiday, and 8 hours personal time. Records show that your payroll assistant entered the time as submitted. However, records also show that your user account was used to modify the submission to add the additional time. (Attachment B)

**Discovery**

Investigator found, as outlined above, Ms. Williamson did pay herself an additional 136 hours, additional \$8,022.69 gross compensation, for payroll date December 1, 2023 (Attachment B). Payroll documentation confirms that First Selectman Dennler approved only 80 standard work related hours to the Nov 12 to 25, 2023 time period. Attachment B includes the Munis system audit that captures Ms. Williamson’s entry changing her deductions. This additional payment entry was made outside of the First Selectman review. Notably, no documentation was found authorizing this additional payment.

Andrea Weber, Finance Department Accountant, a direct report to Ms. Williamson and Rafayel Wassef, Payroll & Accounts Payable, another direct report to Ms. Williamson provided statements regarding this extra payment.

Mr. Wassef stated that he did not enter the additional payment. Per Mr. Wassef, at the time of the final payroll review and processing for that period, Ms. Williamson told Mr. Wassef that she had entered the additional payment. Ms. Williamson explained “I added vacation time and Andreas approved it. It’s per Andreas’ agreement”. Andreas is Andreas Bisbikos, the former Town First Selectman who had left office earlier in November 2023. Mr. Bisbikos was no longer responsible for Town payroll at the time of this extra payment. Mr. Wassef stated that he was uncomfortable questioning his boss.

Ms. Weber, when doing the payroll review, questioned Rafayel Wassef regarding the additional payment to Ms. Williamson. Ms. Weber stated that “Rafy explained that Ms. Williamson had told him it was a buy back”. Ms. Weber then spoke to Ms. Williamson who told her she was “buying back vacation”.

Investigator reviewed the *Town of Colchester Employee Handbook* Vacation and Personal Day, Leave Policies (Attachment 4). There is no reference to current employee “buy back” options.



The relevant Vacation Policy passage states “Employees may carry over no more than one year’s worth of allotted vacation leave. Carryover of more than one’s annual vacation allotment per year must be approved by the employee’s supervisor and the First Selectman. Upon termination or retirement, each employee will be paid for accrued vacation at his/her current base of pay.” The Personal Day Policy states “Employees must use their personal days in the year earned. Under no circumstances will employees be permitted to accumulate personal days from one year to the next. The Town of Colchester does not reimburse, or in any other manner compensate employees for unused personal leave days upon termination of employment. Employees forfeit all unused personal days at the expiration of each calendar year.” The Investigator also reviewed the Town’s current *Administrative Collective Bargaining Agreement* (Attachment 5). The *Administrative Collective Bargaining Agreement* Article 16, Section 2 states that “Employees will be allowed to carry over accrued but unused vacation days to a maximum accumulation of 30 days”. Section 4 notes that “Upon termination or retirement each employee will be paid for accrued vacation based at his/her current base rate of pay.” There is no mention of vacation buy back for current employees. Article 17 Personal Leave policy also makes no provision for buy back for current employees. Neither the Town *Employee Handbook* nor the *Administrative Collective Bargaining Agreement* allow current employees to buy back Vacation or Personal Day time.

Note: Investigator is aware that there is a dispute regarding whether Ms. Williamson is a member of the Administrative Collective Bargaining group and therefore reviewed both the Town’s *Employee Handbook* and the *Administrative Collective Bargaining Agreement*.

3. **The circumvention of the Town’s Purchasing Policy and practices by authorizing purchases for the Fire Department between May and June 2023 without the knowledge or approval of the department head (Fire Chief):**
  - a. Purchases shown in Attachment C were made on behalf of Fire Lieutenant Chris Bellantone. These purchase orders appear to have been created by you or at your direction - rather than at the direction or involvement of the Fire Chief or his administrative assistant. Mr. Bellantone’s position did not authorize him to make purchases

### **Discovery**

Investigator confirmed Purchase Order documentation found in Attachment C. Investigator reviewed *Town of Colchester Purchasing Policy* (Attachment 6) to better understand documented Purchasing Order process, and the Fire Lieutenant position description (Attachment 7) to see if this position has authority to approve department Purchase Orders.

On January 8, 2024 Investigator spoke first with Fire Chief Steven Hoffman, and then Fire Lieutenant Chris Bellantone to learn the circumstances surrounding the department’s purchase orders for gear lockers, tanker swivel dump, and headsets referenced in Attachment C.

Per Fire Chief Hoffman, the purchase order process was communicated to all Fire Officers when the Chief requested the officers submit budget requests for the upcoming year using a Budget Request Form. Per Chief Hoffman, the process is “requisition requests require approval from me prior to moving on to Finance. Finance then needs to approve it for the requisition to become a PO for ordering of items/service”. Neither Chief Hoffman, nor Department Assistant Ruby York,

sent an approval for the three Budget Requests initiated by Lt. Chris Bellantone. They did not create or see the requisitions. Finance approved and paid for the equipment requested by Lt. Chris Bellantone without Chief Hoffman's signature in contradiction of published Purchase Order policy and Town standard practice. Chief Hoffman stated that he "knew the purchase orders had been funded and items purchased when the equipment arrived".

Lt. Bellantone stated that he "assumed that communication starts with the Town" and did not question when he received a call from Finance regarding his three budget requests. He stated that he thought the call was to "skip the middleman", "it was a verbal communication". In hindsight this is "out of the normal process". Lt. Bellantone "assumed Chief [was] in the conversation". Lt. Bellantone explained "I'm not authorized to issue PO".

The investigation found that these purchases did not comply with either Town policy or Fire Department practice. No documentation was found indicating that Ms. Williamson sought or received approval from Chief Hoffman, or his assistant Ruby York, before processing the three purchase orders and purchasing the equipment.

**4. Your failure to pay the employee portion of the health insurance contribution:**

- a. You never paid any share of the employee portion of the health insurance contribution throughout your employment with the Town, until this was rectified while you were on paid administrative leave.

**Discovery**

Investigator reviewed Ms. Williamson Benefits Election documentation (Attachment 8) in detail. Documentation includes Ms. Williamson's benefit elections, including for Medical, Dental & Vision coverage effective January 1, 2023 at a cost of \$66.66 biweekly. Also included in Attachment 8 is a record of Ms. Williamson's payroll deductions. There are no recorded Benefit deductions in 2023. Deductions commenced in April 2024.

Emails documents from April and May 2023 (Attachment 9) point to issues regarding some employee benefit deductions. April 24, 2023 there is communication between Ms. Williamson, former HR Director Shannon Ramsey, and the Town's Benefits vendor, PPI, regarding the unexpected termination of Ms. Williamson's benefit coverage on April 1, 2023. Ms. Williamson requested the benefits be reinstated.

Per a February 14, 2024 interview with Ms. Weber, Ms. Williamson and Ms. Weber discussed that Ms. Williamson had no 2023 benefit deductions. This was part of a larger discussion regarding six other employees not having deductions taken. At that time Ms. Williamson told Ms. Weber that she "didn't have to worry about Ms. Williamson's deductions as she was cancelling her coverage". There is no record that Ms. Williamson used the Benefits self-service function to cancel her benefits coverage, there is also no documentation that she requested anyone else to do this on her behalf. Ms. Williamson used her benefits from April 30, 2023 to August 21, 2023, and then December 4, 2023 to February 9, 2024 (Attachment 10).

In other documentation, Ms. Williamson wrote on March 6, 2024 to Rafayel Wassef - "Rafy can you check with HR about my benefits? These were supposed to be stopped in May or June but it looks like I'm still being charged. I'm not sure if it's because Shannon never stopped them or

because he never told you to stop charging me.” This email misdirects. As noted above, Ms. Williamson requested her benefits reinstated in May 2023 (Attachment 9) and used her benefits in 2023 (Attachment 10), and had no deductions taken in 2023 (Attachment 8). In addition, Shannon Ramsey was not responsible for managing Ms. Williamson’s benefits elections. On April 5, 2024 Ms. Williamson wrote to Lori Marker-Chapman, current Town HR Director, in response to a request that Ms. Williamson pay for 2023 benefit coverage that was not deducted from her salary. Ms. Williamson declared coverage had been cancelled. That Ms. Williamson thought benefit coverage had been cancelled is contradicted by her claim history.

## 5. IRS Payroll Tax Issues

- a. On August 28, 2023, the IRS sent notice to the Town of Colchester Finance Department regarding the underpayment of employee tax deposits by the Town of Colchester. The notice included warning that the Town may owe \$5,054 as a failure-to-pay penalty, \$28,429 as a failure to make a proper tax deposit penalty, and \$5,904 in interest charges. (Attachment D)

As the Town continued to receive notices regarding these payments and met with IRS Investigators in March 2024 to correct these issues, it is clear that you did not correct the issues noted by the IRS. Further, at no point since I took office did you alert me as First Selectman to this serious outstanding issue which was only discovered when going through papers on your desk after you were placed on administrative leave in December 2023.

### Discovery

Along with a review of the IRS documentation noted in Attachment D the investigator spoke to Ms. Marceau and Ms. Cosgrove regarding the IRS notices. Ms. Marceau noted that the August 28, 2023 IRS notice referencing non-payment penalties was found in Ms. Williamson’s letter Inbox in mid-January 2024 along with several other IRS notices. No apparent follow up or actions had been taken. This inaction exposed the Town to possible tax penalties and interest charges. Mr. Dennler noted that Ms. Williamson had not made him aware of the IRS notices.

## SUMMARY

Based on materials referenced, including Finance Director Job Description, Mary Williamson’s Job Application Cover Letter and Resume, Payroll records, Benefits records, Purchase Order documentation, emails, and interviews with Town employees, the following are the two investigation conclusions as outlined in the **Scope of Inquiry**:

### A. Mary Williamson’s management of the Town of Colchester’s Finance organization and responsibilities in accordance with her Finance Director position

The Town’s Finance Director job description is clear and complete. Ms. Williamson job performance did not meet the minimum standards for the job including basic Financial Controls and Compliance. As detailed above, Ms. Williamson did not complete or oversee the completion of ordinary, expected, and legally required Finance Department tasks. Regarding

the Fire Department purchases requested by Lt. Bellantone, the Purchase Order Policy was not followed.

Since beginning to review accounts for audit and budget, Michelle Marceau, Acting Director of Finance, questioned if “Mary was qualified to do the job?” Maggie Cosgrove, former Town Chief Financial Officer and current Financial Department Advisor, questioned whether Ms. Williamson was “unfamiliar, unable to perform, or indifferent to the basic job responsibilities?”

**B. Mary Williamson’s exercise of her position as Finance Director to authorize additional personal compensation and gain access to employee healthcare coverage without employee deductions**

In a misuse of her authority as Finance Director, Mary Williamson paid herself \$8,022.69 gross compensation in November 2023. Ms. Williamson surreptitiously entered the payment into the payroll system knowing it was not a legitimate payment, and against published Town employee policies. When questioned, Ms. Williamson misled her subordinates, declaring it was an approved payment. By entering and authorizing the \$8,022.69 payment Ms. Williamson subverted the Town’s Financial Controls which she, as Finance Director, was specifically employed to enforce.

Mary Williamson made 2023 medical coverage elections and knew in 2023 she was not making the requisite payroll deductions. Ms. Williamson, as Finance Director, had an obligation to rectify the error. Insurance documentation confirms she used her medical coverage in 2023 and 2024. No documentation was found that Ms. Williamson cancelled her insurance. The only known statement made in 2023 by Ms. Williamson regarding benefits cancellation was made to Ms. Weber when Ms. Williamson told Ms. Weber not to worry about updating her deductions, “she was cancelling her insurance”.

## **RECOMMENDATION**

Mary Williamson should be terminated from her position as Town of Colchester Finance Director. From the findings of this investigation, taken separately, or together, it is concluded that Ms. Williamson does not meet minimum job performance requirements.

## **APPENDIX**

### **Investigation Interviews Conducted**

January 2 through February 14, 2024 – Interviewed Town of Colchester employees pertinent to the investigation with the exception of Ms. Williamson who declined to participate. In some cases, follow up discussions were held with employees. Employees interviewed, in chronological order, were:

- January 2 – Bernard Dennler, First Selectman

- January 5 – Shannon Ramsey, outgoing Human Resources Director
- January 8 – Steven Hoffman, Fire Chief
- January 8 – Chris Bellantone, Fire Lieutenant
- January 12 – Michelle Marceau, interim Finance Director
- January 12 – Maggie Cosgrove, former Finance Director
- January 18 & February 14 – Andrea Weber, Accountant, Finance Department
- January 18 – Rafayel Wassef, Payroll & AP, Finance Department

## **Attachments**

Attachment A – December 2023 Payroll Cash Balance documentation

Attachment B – Mary Williamson December 1, 2023 Vacation, Holiday and Personal Time payment documentation

Attachment C – Fire Department May and June 2023 Purchase Orders for gear lockers, tanker swivel dump, and headsets

Attachment D – Town of Colchester 2023 IRS Notices documentation

Attachment 1 – Bernard Dennler March 28, 2024 letter to Mary Williamson - Investigation of Allegations of Misconduct and Opportunity to Respond

Attachment 2 – Town of Colchester Finance Director position description

Attachment 3 – Mary Williamson Finance Director application Cover Letter and Resume

Attachment 4 – Town of Colchester Employee Handbook

Attachment 5 – Town of Colchester Administrative Collective Bargaining Agreement

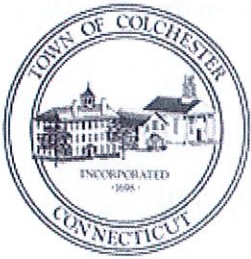
Attachment 6 – Town of Colchester Purchasing Policy

Attachment 7 – Town of Colchester Fire Lieutenant position description

Attachment 8 – Mary Williamson 2023 Benefit Coverage elections and payroll deduction records

Attachment 9 – Town 2023 benefit coverage emails between Town employees and PPI.

Attachment 10 – Mary Williamson benefits claim history April 2023 through February 2024



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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Bernie Dennler, First Selectman

Board of Selectmen Regular Meeting

April 18, 2024 - 7:00PM

Minutes

Colchester Town Hall Meeting Room 1 and Hybrid via Zoom

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

**Others Present:** S. Hoffman, Fire Chief, S. Shoemaker, Assistant Fire Chief/ Fire Marshall/ EMD, B. Bernier, Deputy Fire Chief and J. Leone, Public Works Director.

## 1. Call to Order

B. Dennler called the meeting to order at 7:00pm

## 2. Pledge of Allegiance

B. Dennler led the Pledge of Allegiance.

## 3. Correspondence

Memo from Sal Tassone, Town Engineer regarding a request from Lake Hayward Properties LLC to Discontinue Shugrue Rd No. 1.

Memo from Kayla Fortier, Assistant Town Clerk regarding a naming petition.

Email from Deanna Bouchard regarding Finance Director.

Email from Deanna Bouchard regarding the purchase of trash cans with the Nip bottle funds.

Email from Michael Dubreuil regarding April 18<sup>th</sup> Special Meeting.

## 4. Citizen's Comments

Deanna Bouchard spoke about the use of proposed Nip Bottle Funds, discontinuation of Shugrue Rd, and the Emergency Management department.

Katherine Paquette spoke about the trash cans proposed for the Town Green.

Marli Rudko spoke about the Board of Selectmen Special Meeting earlier in the day and documents for the investigatory report released following the meeting.

## 5. Additions and Changes to the Agenda

No additions or changes were made.

## 6. Consent Agenda

- a. Approve the Minutes from Regular Meeting April 4, 2024

*R. Coyle MOVED to approve the minutes from April 4, 2024, with a correction to the name in item 13. Citizen Comments should read Ron Silberman. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

**7. Discuss Emergency Management Department Consolidation**

Presentation by S. Hoffman, Fire Chief, S. Shoemaker, Assistant Fire Chief/ Fire Marshall/ EMD

*R. Coyle MOVED that the Emergency Management Department become a department of the Colchester Fire & EMS and relocate the primary EOC to the Colchester Fire House pending the approval of the proposed town budget effective July 1, 2024. C. O'Donal SECONDED. CARRIED 5:0.*

**8. Discuss and act on Legal Budget Transfers for FY 22-23 and FY 23-24**

B. Dennler presented why he is asking the board for these transfers. The Board of Finance already agreed to support the consolidation at a previous meeting.

Board discussion followed.

*D. Turner MOVED to consolidate FY 22-23 legal budget lines items in the First Selectman's Office, Human Resources, and Planning and Code Administration to the Legal & Insurances Department. C. O'Donal SECONDED. CARRIED 5:0.*

*D. Turner MOVED to amend the motion above to recommend it to the Board of Finance. R. Coyle SECONDED. MOTION CARRIED 5:0.*

*D. Turner MOVED to consolidate FY 23-24 legal budget lines items in the First Selectman's Office, Human Resources, and Planning and & Code Administration to Legal & Insurances and recommend to Board of Finance. C. O'Donal SECONDED. MOTION CARRIED 5:0.*

**9. Discuss and act on authorizing the First Selectman to award the Water Tower Project and sign all related documents.**

Presentation by J. Leone, Public Works Director. J. Leone spoke about the lowest bidder and his efforts to ensure they are a qualified bidder. The lowest bid came from Worldwide Industries Corp. at \$195 510

Discussion by the Board followed.

*R. Coyle MOVED to award RFP 2024 – 001 Exterior Coating of the 40 ft Water Tank to Worldwide Industries Corp. at \$195 510 for the funds to come from allocated ARPA Money and for the First Selectman to sign all related documents. A. Shilosky SECONDED. MOTION CARRIED 5:0.*

**10. Use of Nip Bottle Funds**

Presentation by J. Leone, Public Works Director

Discussion by the Board followed.

- a. Discuss and act on authorizing the purchase of Garbage bins for the Town Green using Nip Bottle Funds

- b. Discuss and act on authorizing Public Works overtime for Town-wide litter pickup and related purchases to be funded using Nip Bottle Funds

*R. Coyle MOVED that the Board of Selectmen authorizes the use of up to \$32,000.00 Nip Bottle Funds for the overtime for the Townwide litter pickup, the total cost of trash receptacles and litter cleanup tools. Every April, beginning April 2025, a report will be provided to the BOS on Nip money spent to date, the remaining Nip money, and an assessment of the project's effectiveness. The BOS shall then decide to continue or modify the program based on information and recommendations from the Public Works Director. D. Turner SECONDED. MOTION CARRIED 5:0.*

## **11. Review Charge for Ad Hoc Recreation Needs and coordination Committee**

The Board discussed the committee and potential elements of a charge.

*R. Coyle MOVED to approve the following charge for the Recreation Needs & Coordination Ad Hoc Committee:*

1. *Identify all recreation assets, including fields, trails, parks, etc in Town*
2. *Identify recreation assets that the Town may want to plan for in the future*
  1. *Examine proposals for Bacon Academy athletic complex and make prioritized recommendations*
  2. *Consider pros, cons, financial costs, and evaluate public support for artificial turf vs grass fields*
3. *Identify recreation opportunities that currently exist and possible ideas for the future*
4. *Develop recommendation on a coordination mechanism for scheduling use of recreation assets maintained by Town and Schools, particularly fields*

*A. Shilosky SECONDED. MOTION CARRIED 5:0.*

## **12. Liaison Reports**

R. Coyle reported on the Commission on Aging, Senior Centre Building Committee, and the Agriculture Commission.

B. Dennler had to exit the meeting at 8:50pm to attend to other business as First Selectman. A. Shilosky, Vice Chair took over the meeting.

A. Shilosky reported on Norton Park.

## **13. First Selectman Report**

No report was provided as B. Dennler had to exit the meeting early.

## **14. FOI Log update**

A. Shilosky shared that the FOI log is posted online.

## **15. Citizen's Comments**

Brett Mahon thanked the Public Works and Parks and Rec departments for their work and commented on the state of the of the Rec fields and the need for upgrades mainly at Bacon.

Deb Bates suggested to consider using the Nip Bottle funds to install nip bottle storm drains.



Phillipe Theriault spoke about the need for one synthetic field and how to manage the grass ones.  
Deanna Bouchard spoke about the Recreation Needs Committee, Sewage issues in the schools mentioned by the Fire Marshal, Board of Education capped the tuition for next year, the cease-and-desist letter by superintendent, and the Board of Selectman Special Meeting regarding the Finance Director.  
DeAva Lambert spoke about the Finance Director and the Investigative Report shared by the Board of Selectmen in a Special Meeting.  
Ron Silberman spoke about the trash cans proposed for the Town Green, and the school fields.  
Matt Parsons spoke about the Recreation Needs and Coordination Committee charge developed and thanked the Board of Selectmen for his appointment to the committee.

## 16. Adjournment

*R. Coyle MOVED to adjourn the meeting at 9:10pm. D. Turner SECONDED. MOTION CARRIED 4:0.*

Respectfully submitted,

Taryn Scott  
Executive Assistant to the First Selectman

**TAX COLLECTOR'S REFUNDS**  
**SELECTMAN'S MEETING**

**MEETING DATE:**

**5/2/2024**

Check Date:

<b>Taxpayer Name</b>	<b>List Number</b>	<b>Amount</b>	<b>Breakdown</b>	<b>Check #</b>
HONDA LEASE TITLING COMPANY	2022-03-56970	\$391.35	C: 391.35	

**TOTAL**

**\$391.35**

05-02-2024

**SCHOOL READINESS AND QUALITY ENHANCEMENT GRANTS**

**FY 25 CONTINUED FUNDING GRANT SIGNATURE PAGE**

**July 1, 2024 to June 30, 2025**

*(Please provide electronic signature or print to sign)*

DISTRICT NAME: Colchester  
APPLICATION CONTACT PERSON NAME: Cindy Praisner  
CONTACT PHONE: 860.537.0717  
CONTACT EMAIL: cpraisner@colchesterct.org

**ESTIMATED FUNDING REQUESTED**

SCHOOL READINESS: 238,500  
ADMINISTRATIVE FUNDS: 11,925  
TOTAL: 250,425

QUALITY ENHANCEMENT FUNDING REQUESTED: 3,881

We, the undersigned authorized chief administrative officials submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

**Chief Elected Official Signature:**

Printed Name: Bernie Dennler

Agency: Town of Colchester Date:

**Superintendent Signature:**

Printed Name: Daniel P. Sullivan, III

Agency: Colchester Public Schools Date:

Last date for submission to [schoolreadiness@ct.gov](mailto:schoolreadiness@ct.gov) is June 1, 2024.  
This signed document is required for final grant approval.



# Town of Colchester, Connecticut

Bernard Dennler, First Selectman

## **POLICY AND NOTICE OF NONDISCRIMINATION**

Town of Colchester complies with Federal civil rights laws and is committed to providing its programs and services without discrimination in accordance with:

- *Title VI of the Civil Rights Act of 1964*, which prohibits discrimination based on **race, color, or national origin** (including **language**).
- *Section 504 of the Rehabilitation Act of 1973*, which prohibits discrimination based on **disability**.
- *Title IX of the Education Amendments Act of 1972*, which prohibits discrimination based on **sex** in education programs or activities.
- *Age Discrimination Act of 1975*, which prohibits discrimination based on **age**.
- *U.S. Department of Homeland Security regulation 6 C.F.R. Part 19*, which prohibits discrimination based on **religion** in social service programs.

It is against the law for Town of Colchester to retaliate against anyone who takes action to oppose discrimination, files a grievance, or participates in the investigation of a grievance in accordance with the above authorities.

### **To File a Complaint**

If you think that Town of Colchester has failed to provide these services or discriminated in another way based on race, color, national origin (including language), disability, sex, age, or religion, you can file a complaint in person or by mail, fax, or email with: Bernie Denler, First Selectman: - [Selectman@ColchesterCT.gov](mailto:Selectman@ColchesterCT.gov)

You can also file a civil rights complaint with the U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties (CRCL):

**E-mail:** [CRCLCompliance@hq.dhs.gov](mailto:CRCLCompliance@hq.dhs.gov) (fastest method to submit your complaint)

**Fax:** 202-401-4708

**U.S. Mail:** U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Compliance Branch, Mail Stop #0190 2707 Martin Luther King, Jr. Ave., SE Washington, D.C. 20528

### **Information and Services for Persons with Disabilities and Persons with Limited English Proficiency**

Town of Colchester

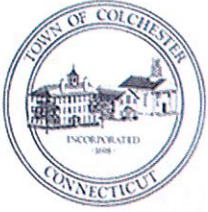
- Provides free aids and services, such as qualified sign language interpreters and written information in other formats (large print, audio, accessible electronic formats, etc.), to communicate effectively with persons with disabilities.
- Provides free language services, such as qualified foreign language interpreters and information written in other languages, to ensure meaningful access to programs and activities for persons with limited English proficiency.

#### **If you need these services, please contact:**

Town of Colchester, Human Resources  
[HR@ColchesterCT.gov](mailto:HR@ColchesterCT.gov)

The Town of Colchester is committed to providing individuals with disabilities an equal opportunity to participate in and benefit from

April 2024



# Town of Colchester, Connecticut

Bernard Dennler, First Selectman

Town of Colchester programs, activities, and services.

Individuals may request reasonable accommodations from [HR@colchesterct.gov](mailto:HR@colchesterct.gov) that they believe will enable them to have such equal opportunity to participate in our programs, activities, and services. To request reasonable accommodations, contact Human Resources at [HR@colchesterct.gov](mailto:HR@colchesterct.gov) or call 860-537-2512.

## **FREQUENTLY ASKED QUESTIONS**

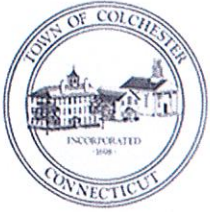
(FAQ) The following FAQ provides information on requesting reasonable accommodation in the Town of Colchester's programs and activities.

- 1. What is a reasonable accommodation in Town of Colchester's program?** A reasonable accommodation is a change or modification to afford a qualified individual with a disability full enjoyment of Town of Colchester's programs or activities, unless modifications of policies, practices, and procedures would fundamentally alter the nature of the program, service, or activity, or result in undue financial and administrative burdens to Town of Colchester.
- 2. How do I request reasonable accommodation?** If you need a reasonable accommodation, please contact [HR@ColchesterCT.gov](mailto:HR@ColchesterCT.gov) or call 860-537-2512.
- 3. Does my request for reasonable accommodation need to be in writing?** No, you do not need to put your request in writing, however, making a written request can be helpful documentation for ensuring that the Town of Colchester provides the desired accommodation. In addition, you do not need to use the specific words "reasonable accommodations" when making your request.
- 4. When should I request reasonable accommodation?** You may request reasonable accommodation from the Town of

Colchester at any time. However, making the request in advance of a meeting, conference call, or visit will help ensure that the Town of Colchester is able to fulfill the request for accommodation. For certain requests, such as requests for sign language interpretation, the Town of Colchester requests at least two weeks' advance notice.

- 5. May someone request reasonable accommodation on my behalf?** Yes, anyone can request a reasonable accommodation on behalf of an individual with a disability who seeks to interact with the Town of Colchester staff or participate in its programs or activities.
- 6. What will the Town of Colchester staff do upon receiving my request for reasonable accommodation?** The Town of Colchester staff may contact you to obtain more information about your request and to better understand your needs. In addition, staff may review your request to determine:
  - Whether the requested accommodation will be effective in allowing you to participate in the activity or program in which you are seeking participation;
  - Whether the requested accommodation is reasonable, or an equally effective alternative to the requested accommodation is available; and
  - Whether providing you with the requested accommodation would fundamentally alter the nature of Town of Colchester's program or impose undue financial or administrative burdens on the Town. In addition, in some cases, Town staff may consult with you in an interactive process to determine on a case-by-case basis what accommodation can be provided. If the Town staff determines that your requested accommodation would fundamentally alter the nature of the program or impose an undue financial or administrative burden, town staff may deny your request. However, in the unlikely event that this

April 2024



# Town of Colchester, Connecticut

Bernard Dennler, First Selectman

occurs, town staff will work with you to identify alternative accommodations that allows you to effectively participate in Town of Colchester's program, activity, or service.

## Limited English proficient individuals (LED)

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166, *"Improving Access to Services for Persons with Limited English Proficiency"*, The Town of Colchester has established the following plan to ensure that individuals with limited English proficiency (LEP) may access all resources and services provided by our agencies. An "LEP individual" is defined as *"an individual who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English."* This plan aims to promote equity and inclusion among beneficiaries, aligning with our mission of the Town of Colchester.

- Service Area: Town of Colchester, CT
- Languages Spoken by LEP Populations: Major languages include English & Spanish.
- Languages Encountered Most Frequently at Points of contact; Public Offices, reception, documenting a grievance, public meetings, filling out paperwork: English & Spanish.
- The First Selectmen and Human Resource offices are responsible for overseeing and implementation of the LED plan.
- 93% of the Colchester population speak English as their primary language. 12%

of the Colchester population speak Spanish as their primary Language.

## Language Assistance Services

It is our understanding that these LEP individuals may interact with our staff in several ways:

- Participation in community programs;
- Outreach programs;
- Public offices, such as Town Clerk, Finance and Police;
- Public meetings and hearings;
- Public access to agency websites;
- Written materials or complaints.

For these LEP populations, both oral and written language assistance services will be provided.

To ensure that members of LEP communities are aware of the free language assistance services provided to them, the following marketing and outreach steps will be taken:

- Provide *"I Speak"* language identification cards to front office staff;
- Place translated materials in conspicuous locations describing different services.

April 2024

## Ruby York

---

**From:** Parker Christiansen <Pchristiansen@knoxbox.com>  
**Sent:** Tuesday, April 23, 2024 9:39 AM  
**To:** Ruby York  
**Cc:** Steven Hoffmann; rorta@knoxbox.com  
**Subject:** Knox Connect Renewal: QT-KA-54770  
**Attachments:** Quote\_QT-KA-54770\_1713879533845.pdf

Greetings,

Please see attached Knox Connect Renewal Quote. Your software is set to expire as of 6/21/2024. To process this renewal and be invoiced, please provide a signed copy of this quote. If you prefer to complete this over the phone with a credit card, please feel free to contact Knox Tech Support directly referencing this quote number.

Regards,  
Knox Tech Support  
800-704-0889

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Knox Company  
 1601 W Deer Valley Rd  
 Phoenix AZ 85027  
 United States

Quote# QT-KA-54770

**QUOTED TO:**

CUS108751  
 COLCHESTER HAYWARD VOL FD  
 52 OLD HARTFORD RD  
 COLCHESTER CT 06415-2736  
 UNITED STATES  
 SOUTHEASTERN CONNECTICUT

**SHIP TO:**

COLCHESTER HAYWARD VOL FD  
 52 OLD HARTFORD RD  
 COLCHESTER CT 06415-2736  
 UNITED STATES  
 SOUTHEASTERN CONNECTICUT

Expires On	Sales Rep	Terms	PO #	Shipping Method
10/20/2024	Ralph Orta	N30 - Net 30		Ground Shipping < 75 LBS

Item	Description	Quantity	Units	Rate	Amount
SMS-9002C1	1YR. KnoxConnect™ Cloud License 7-20 devices	1	EA	\$1298.00	\$1298.00

Installation Address:  
 Primary System Code Role: PS-43-0014-02-85-EKY01

Memo: Knox Connect License Expires 6/21/2024

<b>Subtotal</b>	<b>\$1298.00</b>
<b>Tax Amount</b>	<b>\$0.00</b>
<b>Shipping and Handling</b>	<b>\$0.00</b>

**Total      \$1298.00**



QT-KA-54770



## Terms and Conditions

All pricing is subject to change and is based on a quantity order to be shipped all at one time. Prices quoted are valid through the "Expires On" date shown. All shipping and handling fees, if provided, are estimates based upon ground service to the address shown above. Knox will provide you a firm cost for shipping and handling fees when order is placed. Knox provides detailed installation instructions with each Knox product. However, Knox is not responsible for actual installation.

**SALES TAX DISCLAIMER:** Knox is required to collect sales tax for purchases made in the following states: AL, AR, AZ, CA, CO, CT, FL, GA, IA, IL, IN, KS, KY, MA, MD, ME, MI, MN, NC, NE, NJ, NM, NV, NY, OH, OK, PA, RI, SC, TN, TX, UT, VA, VT, WA and WI. Where applicable, Knox will charge sales tax unless you have a valid sales tax exemption certificate on file with Knox. If you are sales tax exempt, you must provide us with an exemption certificate at the time the order is placed.

Please submit a purchase order form.



# **Strategic Plan**

## **Recreation Commission**

(Adopted 2024)

## **ACKNOWLEDGEMENTS**

The Strategic Master Plan 2024 was made possible by the contributions, insight, and support of the Colchester community. While there are many people who saw the need and advocated for developing a plan to identify and address the community's recreational needs, the list below acknowledges persons who participated in the adoption process.

### **Recreation Department Staff**

Tiffany Quinn, Parks and Recreation Director  
Matt Cicchese, Recreation Program Specialist

### **Parks and Recreation Commission**

Kristin Moody, Chair  
Brenda Kniska, Vice Chair  
Tracey Bruni  
Rosanne Tousignant  
Dan Eveleigh  
Nola Weston  
Amy Domeika

### **Colchester Board of Selectmen**

### **ARPA Committee**

### **Consultant**

Wendy Rubin, Real World Consulting

## **Table of Contents**

1. EXECUTIVE SUMMARY
2. VISION, MISSION, CORE VALUES
3. STRATEGIC MASTER PLAN
  - Plan Purpose
  - Approach and Methodology
  - Data Collection
    - Public Input
    - Public Interest Survey
  - S.W.O.T. Analysis
  - Expected Outcomes
  - Updates to this plan
4. RECOMMENDATIONS, GOALS AND ACTION PLANS
5. APPENDIX

## **EXECUTIVE SUMMARY**

The purpose of a strategic master plan is to examine the expectations and goals that the community has for recreation and leisure needs and devise plan(s) to meet those expectations. The plan will supplement the Plan of Conservation and Development (POCD).

It is the intent of this report to provide a road map for the future and establish priorities. It is a tool for the Town of Colchester, providing a guide for the management of Parks and Recreation programs, facilities, and services. It is a living document, presenting findings which are best evaluated, validated and/or modified periodically as the town responds to future opportunities and constraints, as well as changing community demographics and needs.

## **VISION, MISSION, CORE VALUES**

### **VISION**

Promote the health, well-being, and quality of life for individuals, families, and communities, while preserving and enhancing natural resources for future generations.

### **MISSION**

To enhance the physical, social, and cultural fabric of our community by providing a diverse range of high-quality parks, programs, facilities, and services that foster recreation, enjoyment, and lifelong learning for people of all ages, abilities, and backgrounds. We are committed to preserving and sustaining our natural and cultural resources, promoting healthy lifestyles, and building a strong sense of community through collaboration, innovation, and excellence in everything we do.

### **CORE VALUES**

- Foster a sense of community
- Offer activities for all abilities, ages, and interests
- Promote healthy leisure and lifestyle activities
- Collaborate with community members, organizations, and businesses
- Use resources efficiently

## STRATEGIC MASTER PLAN

### **Plan Purpose**

The Colchester Parks and Recreation department has the potential to have a positive impact on all community members. Our priority is to effectively and efficiently operate the department to maximize these positive impacts.

The purpose of this plan is to determine the Town of Colchester's needs and desires for park facilities and recreational services. A strategic master plan is an opportunity to align the goals of the Department with those of the town's growing and changing needs.

### **Approach and Methodology**

The strategic master plan includes recommendations based on information collected from Parks and Recreation department data, demographics, input from stakeholders, feedback from the public, a Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis, and a community survey.

### **Data Collection**

The Parks and Recreation department utilized data to develop the recommendations and goals. Data was collected through:

#### A. Public Input

The planning process provided opportunities for stakeholders to discuss their expectations and needs. These stakeholders included: Town of Colchester department heads and staff, residents, sports league representatives, business owners, as well as the general public.

#### B. Community Survey

In January of 2023, the Colchester Parks and Recreation department invited residents to participate in a community survey. The survey asked them about their experiences, perceptions, priorities, and preferences about their recreational and leisure needs. The community survey was completed by 525 town residents.

**(See Appendix for 2023 survey results)**

#### C. SWOT Analysis:

A SWOT analysis was conducted with multiple stakeholder groups. The following represents a snapshot of those discussions:

<p><b><u>Strengths</u></b></p> <ul style="list-style-type: none"> <li>• Open Spaces</li> <li>• Programs and opportunities for all age groups</li> <li>• Commission members work well together</li> <li>• Commission represents a wide range of community interests</li> <li>• Interdepartmental cooperation</li> <li>• Department accomplishes a lot with limited resources</li> <li>• Strong staff leadership</li> <li>• ARPA funding utilized for facility improvements</li> </ul>	<p><b><u>Weaknesses</u></b></p> <ul style="list-style-type: none"> <li>• Lack of indoor program space</li> <li>• Field conditions</li> <li>• Misconception that programming/events are funded by tax dollars</li> <li>• Lack of resources to obtain donations/sponsorships</li> <li>• Publicity/marketing and public communication</li> <li>• Public misunderstanding of recreation department roles and responsibilities vs. public works, other town departments, and leagues</li> </ul>
<p><b><u>Opportunities</u></b></p> <ul style="list-style-type: none"> <li>• Promote health awareness</li> <li>• Grow pride in recreation programs and facilities</li> <li>• Community education</li> <li>• Building community relationships</li> <li>• Increase publicity/marketing and public communication</li> <li>• Seek grants and funding for growth and improvements</li> <li>• Create partnerships to increase the town's access to indoor space</li> <li>• Continue strong collaboration with public works to maintain present and future facilities and parks</li> <li>• Increasing public feedback (e.g. increased survey respondents; frequency)</li> </ul>	<p><b><u>Threats</u></b></p> <ul style="list-style-type: none"> <li>• Participation affected by reduced availability of leisure time and competing priorities (national trend)</li> <li>• Increase in unhealthy lifestyles (national trend)</li> <li>• Competing options from private organizations</li> <li>• Social media</li> <li>• Apathy</li> <li>• Expectation of instant gratification (national trend)</li> <li>• Perception that "The grass is always greener"</li> </ul>

### **Expected Outcomes**

By implementing recommendations contained within this strategic master plan, we expect outcomes will include:

- An increased sense of community
- Healthier and more active residents
- Sustainable recreational resources
- Ensuring that Colchester Parks and Recreation department has economic viability
- An inclusive and diverse range of programs and activities

### **Updates to this Plan**

The Colchester Parks and Recreation department and the Colchester Recreation Commission review and update the strategic master plan every six (6) years based on changing town needs and priorities. The Parks and Recreation department will utilize the following sources of information in those updates:

- Town survey every two (2) years
- Review of programs / offerings every one (1) year
- Ongoing review of program participants' feedback
- Community input meeting every two (2) years (alternating with survey years)
- Comprehensive annual review of goals, recommendations and action plans contained within the strategic master plan. (February Recreation Commission meeting)
  - Include new recommendations, goals and action plans as needed (or modify existing)
- Report on status of goals, recommendations and action plans contained within the strategic master plan at Recreation Commission meetings.

### **RECOMMENDATIONS, GOALS AND ACTION PLANS**

The Parks and Recreation department and the Recreation Commission have established recommendations based on the data collected about the community's needs and priorities.

- Recommendations have been organized into two (2) categories:
  - A. Recreation Programs, Events, Activities & Services
  - B. Parks & Facilities
- Goals have been created for each recommendation.
- Action plans have been created that include the steps needed to successfully achieve the desired goals. Measurement of outcomes will be included in each action plan



**A. RECOMMENDATIONS FOR RECREATION PROGRAMS, EVENTS, ACTIVITIES & SERVICES (PEAS)**

**Recommendation 1:** Compare the current Programs, Events, Activities and Services (PEAS) to the community feedback and implement changes if necessary.

**Goal:** Ensure list of programs and services align with town needs and desires

Action	Result	Team	Timing
Audit current PEAS offerings and identify new	List of new programs, activities, events		
Prioritize new PEAS identified above	Rank in order of feasibility		
Develop plans to bring new PEAS to Parks and Recreation offerings	Plans to bring about new programs		
Implement plans	New programs offered to residents		

**Recommendation 2:** Develop and implement a comprehensive marketing plan to promote PEAS.

**Goal:** Increase publicity/marketing and public communication of Parks and Recreation PEAS

Action	Result	Team	Timing
Develop a marketing strategy (define audience, set objective against each and determine the best way to reach them)	Marketing strategic document		
Develop annual marketing calendar	Marketing calendar		
Create communications /collateral for each audience / time period.	Communication materials		
Implement marketing campaigns	Posting materials		

**Recommendation 3:** Develop and implement a formal volunteer program.

**Goal 1:** Create a volunteer program structure.

Action	Result	Team	Timing
Define volunteer roles and responsibilities	Volunteer “job description”		
List out the specific needs for volunteers / when, where etc.	Calendar of volunteer opportunities		
Create volunteer application process (including documentation)	Clear process for adding new volunteers		
Develop volunteer training program	Training program		
Develop volunteer evaluation process	Evaluation process		

**Goal 2:** Manage volunteer program.

Action	Result	Team	Timing
Build database of volunteers	Volunteer database		
Approval of volunteers (paperwork / vetting)	Volunteers approved		
Train Volunteers	Volunteers trained		
Communicate with volunteers	Volunteers contacted		
Volunteers provide service	Volunteers utilized		
Post service evaluation of volunteers	Volunteers evaluated		

**B. RECOMENDATIONS FOR PARKS AND FACILITIES**

**Recommendation:** Look into community desired facilities and spaces

**Goal:** Prioritize community needs for facilities / spaces

Action	Result	Team	Timing
Align with <u>Recreation Needs and Coordination Ad-hoc Committee</u> on how we move forward	Defined roles / action plan		
Communication and coordination with Public Works	Defined roles / action plan		
Evaluate next steps for Parks and Recreation department	TBD		

## APPENDIX 1

### List of Parks and Facilities

- Ruby & Elizabeth Cohen Woodlands: 111 acres (15 acres of active use)
- Airline Trail: 5 miles
- Colchester Railroad Spur 4 miles of trail
- Lighted Little League Field (R1) 1.1 acres
- Lighted Baseball Field (R2) 2.2 acres
- Lighted Softball Field (R3) 1.81 acres
- Lighted Football Field (R5) 1.83 acres
- Practice Little League Field (R4) .97 acres
- Softball Fields (R5 & R6) 5.05 acres
- Soccer Field (R7) 1.83 acres
- 3 Lighted Tennis Courts
- 1 Lighted Basketball Court
- 3 Pickle Ball Courts

## APPENDIX 2

### Community Survey Results



# Colchester Fire & EMS

52 Old Hartford Road Colchester, CT 06415

Phone (860) 537-2512 Fax (860) 531-9393

[firedepartment@ColchesterCT.gov](mailto:firedepartment@ColchesterCT.gov)

## MEMORANDUM

April 12, 2024

**TO:** Bernie Dennler, First Selectman

**RE:** Sale of Engine Tanker 228 (ET228)

The following is regarding the request to sell Engine Tanker 228 (2010 Spartan/Marion) instead of maintaining it as a department spare engine. Upon internal discussion, there are many reasons for this request and the intent to sell this apparatus now which are elaborated on below:

- This engine will be under utilized in the capacity as a spare. We are expecting delivery of a 3,000-gallon tanker with a 1250 GPM pump which will be capable of carrying additional water as well as acting in the capacity as an engine, if needed.
- The current CAF system on ET228 is unreliable and due to this has been unable to be used at certain emergency incidents. This system needs to be exercised regularly to ensure all mechanical parts are operational. This system is expensive, and repairs can be costly. For a piece of apparatus that will be barely utilized, it is an unnecessary expense and daily upkeep.
- The sale of ET228 as a spare engine will not affect the overall ISO rating of a Class 4 presently maintained by Colchester Fire & EMS. The department is working on enhancing our abilities in other areas such as in training and water supply to work to increase our score, which will bring us closer to a higher ISO classification.
- ET228 is a 2010 and in decent shape currently. Sitting in our bays and not being used on a regular basis may create additional issues which could lead to higher maintenance costs. If we sell now, we have potential to obtain a higher dollar value for the unit since it would most likely be purchased as a piece of fire apparatus for another department.



# Colchester Fire & EMS

52 Old Hartford Road Colchester, CT 06415

Phone (860) 537-2512 Fax (860) 531-9393

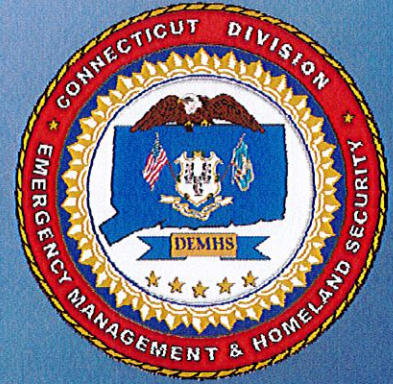
[firedepartment@ColchesterCT.gov](mailto:firedepartment@ColchesterCT.gov)

The space in both our fire stations is limited with our current fleet and we have started to downsize to a more manageable and realistic level of resources. I look forward to further discussion on this topic with the Board of Selectman so a decision can be made on the path forward.

Yours In Service,

Steve Hoffmann  
Fire Chief  
Colchester Fire & EMS

CC: Brad Bernier, Deputy Fire Chief  
Sean Shoemaker, Assistant Fire Chief/Fire Marshal  
Ruby York, Assistant to the Fire Chief



# **E.MERGENCY M.ANAGEMENT P.ERFORMANCE G.RANT**

## **FFY 2023 COMPETITIVE POOL FUNDING**

Municipalities Must Have Submitted an LEOP by April 1st  
and Receive a Certification Letter by May 1st to Apply

**Application Deadline to your DEMHS Regional Office is  
May 15th, 2024**



## **State of Connecticut**

**Department of Emergency Services and Public Protection  
Division of Emergency Management and Homeland Security**





DEPARTMENT OF EMERGENCY SERVICES & PUBLIC PROTECTION  
**DIVISION OF EMERGENCY MANAGEMENT &  
 HOMELAND SECURITY**

1111 COUNTRY CLUB ROAD, MIDDLETOWN, CT 06457 • (860) 685-8531

TO: Municipal Emergency Management Directors

FROM: William H. Turner, State Emergency Management Director, DEMHS

SUBJECT: EMPG Pool Funding Grant Program:

The Connecticut Division of Emergency Management and Homeland Security (DEMHS) is offering municipalities the opportunity to apply for additional funding to upgrade their local Emergency Operations Centers (EOC's) or emergency shelters. Each year a portion of Emergency Management Performance Grant (EMPG) funding goes unclaimed. DEMHS has pooled unclaimed funding from the past 4 years to implement a new grant offering. This new pool funding grant is modeled on an existing pool fund grant process established in the Nuclear Safety Emergency Program (NSEP).

Towns and cities have reported a need to renovate or re-equip local EOC's or upgrade their emergency shelters. A municipality can use this application package to apply for up to \$25,000.00 to renovate or re-equip their EOC or up to \$15,000.00 to upgrade an emergency shelter. This is a competitive grant which requires that a municipality have an updated Local Emergency Operations Plan (LEOP) to apply. In addition, towns can only submit one application for either an EOC or a shelter. Unlike the regular EMPG funding towns receive, this pool funding is 100% EMPG and does not require a match.

Awarded municipalities may also apply \$5,000.00 of their \$25,000.00 grant to professional development (attending conferences or training) for their EMD and Deputy EMD. For an EMD or Deputy EMD to travel to a conference or training, they must first complete IS courses 100, 200, 700, 800 and the FEMA Professional Development Series.

Municipalities who are considering applying for this grant should ensure that their projects can be completed in less than 15 months. Awards to approved applications will be issued on July 1, 2024, with a project completion deadline of September 30, 2025.

DEMHS recognizes the critical role that Emergency Management Directors play in the event of a disaster or other emergency. This grant opportunity continues our goal to provide funding to improve local EOC and shelter capabilities and further professionalize local emergency management programs. Should you need any further assistance in completing this application, please contact your DEMHS Regional Office.

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**NOTE:** When uploading documents or pictures to this application, please check file sizes and please do not exceed 40 Mb. Additional documents may also be emailed along with the application.

## DEMHS REGIONAL CONTACT INFO

For assistance filling out this application please contact your DEMHS Regional Coordinator.

Region 1	Robert Kenny Regional Coordinator	149 Prospect Street, Bridgeport, CT 06604 Phone: 860.250.2478 Email: <a href="mailto:Robert.Kenny@ct.gov">Robert.Kenny@ct.gov</a>	Fax: 203.334.1560
Region 2	Nicole Velardi Regional Coordinator	OB-1 #103 12 Wintergreen Avenue New Haven 06515 Phone: 860.250.3453 Email: <a href="mailto:Nicole.Velardi@ct.gov">Nicole.Velardi@ct.gov</a>	Fax: TBD
Region 3	Josh Cingranelli Regional Coordinator	DEMHS - 360 Broad Street Hartford CT 06105 Phone:860.250-2548 Email: <a href="mailto:Josh.Cingranelli@ct.gov">Josh.Cingranelli@ct.gov</a> Mailing address: P.O. Box 1236 Glastonbury, CT 06033	Fax: 860.257.4621
Region 4	Michael Caplet Regional Coordinator	15-B Old Hartford Road Colchester, CT 06415 Phone:860.250.3449 Email: <a href="mailto:Mike.Caplet@ct.gov">Mike.Caplet@ct.gov</a>	Fax: 860.465.5464
Region 5	John Field Regional Coordinator	55 West Main Street, Suite 300 Box 4 Waterbury, CT 06702 Phone: 860.250.2535 Email: <a href="mailto:John.Field@ct.gov">John.Field@ct.gov</a>	Fax: 203.591.3529

## SECTION A . ELIGIBILITY CRITERIA

All Federal and State EMPG requirements will remain in full force and effect for pool funding subgrants as they are normally in effect for the SLA program per the EMPG Manual.

**Note: This is a 15-month subgrant.** In addition, the following conditions will apply to the use of pool funding.

1. Pool funding may be used for any EMPG eligible activity that will enhance or upgrade a local emergency management program through any of the following eligible activities:
  - a. **Upgrades to an Emergency Operations Center (EOC) in a municipalities or designated shelter in a municipality or region.** Examples of projects include:
    - i. Replacement of a stand-by generator for an EOC or Shelter.
    - ii. Upgrading communications equipment in an EOC. Interoperable Communications approval is required from DEMHS.
    - iii. EOC or shelter renovation projects. If ground is broken, Environmental and Historic Preservation (EHP) approval by FEMA is required.
    - iv. Purchasing furniture or specialized supplies for an EOC or Shelter.
  - b. **Professional development for local Appointed Emergency Management Directors (EMD's) and Deputy EMD's via the REPT**  
Regional Training Committee for any of the following:
    - i. Attendance at professional emergency management conferences or events (e.g. NEMA meetings, EMI classes, NHC courses etc.)
    - ii. Support for local emergency management training/exercise planning and operational costs (e.g. CERT, Local Exercises etc.)
    - iii. Towns may also apply up to \$5,000 of their pool funding for Professional Development.
  - c. Other activities as determined by the DEMHS EMPG Pool Funding Working Group.
2. The maximum subgrant amount will be **\$25,000.00** for an EOC or **\$15,000.00** for a Shelter. Additional funding may be added by the municipality as its discretion. **Municipalities can only submit one application for either an EOC or a shelter, not both.**
3. Towns may not receive more than \$25,000.00 in pool funding in any 5-year period. Shelters may not receive more than \$15,000.00 in pool funding in any 5-year period. This limitation does not apply to REPT's.
4. Pool funding cannot be used for sustainment activities such as planning, salaries, re-occurring services or routine supplies for an EOC.
5. Unlike EMPG regular funding, pool funding is matched by the state.  
**No local match is required.**
6. **The receipt of pool funding requires that the municipality have an updated Local Emergency Operations Plan meeting the current DEMHS standard.**
7. In order to attend professional development training and conferences, the Emergency Management Director and their Deputies must complete all required NIMS Courses (IS 100, 200, 700, 800) and the FEMA Professional Development Series.
8. Allocation and reimbursement of pool funding will be conducted using a separate subgrant and reimbursement form that will maintain a distinction of the funding from the Regular EMPG State and Local Assistance Program.
9. Administrative reimbursement (e.g. staff time putting together the application, management of the project etc.) is not eligible under the pool funding grant. Towns can claim management of pool projects under their regular EMPG reimburse if they wish.

## SECTION B. APPLICATION INSTRUCTIONS

Below are brief instructions for filling out each application form. Please fill out these forms completely and accurately. **Electronic signatures are accepted on all documents.** Please **sign** or **initial** where you see the following tabs:



1. **Manual:** Please print and review the EMPG Program Manual (<https://portal.ct.gov/DEMHS/Grants/Emergency-Management-Performance-Grant/Guidance-and-Forms>). The Subgrantee is responsible for the information contained in this document. More complete instructions are available in this document.
2. **Section B: Applicant Information and Datasheet:** Please fill out boxes 1-16 with the necessary information.
3. **Section C: Municipal Resolution:** Please provide a municipal resolution to grant the Chief Executive Officer (CEO) the authority to sign the EMPG application package on behalf of the municipality. If a municipal resolution was submitted for the regular FY 2023 EMPG grant, that resolution fills this requirement as long as the CEO has not changed. For more information on resolution specifics please reference the EMPG Program Manual.
4. **Section D: EMPG FINANCIAL TOOL-Budget Preparation:** Fill in your budget request for the performance period of 7/1/24-9/30/25 in the Pool Funding EMPG Financial Tool. Please submit this budget electronically to your DEMHS Regional Office for review upon submittal of the application.
5. **Request for Transcripts from EMI** – Use this link <https://training.fema.gov/student/sssp.aspx> to request a transcript of the courses you have completed through FEMA and/or the Emergency Management Institute (EMI).
6. **Cover Letter** Please provide a cover letter signed by the CEO that provides a brief description of the project being proposed and the total project cost.

Once all of the necessary forms are filled out and signed, complete the application by signing and dating the Applicant Information and Data Sheet. Attach the financial tool and submit the Application Package to your DEMHS Regional Office.

**SECTION C. EMPG POOL FUNDING APPLICATION INFORMATION AND DATA SHEET**

<b>Email Completed Applications To:</b> DEMHS Regional Coordinator (See Page 2 of this application for contact information)	<b>SPCP Unit Use Only</b>
<b>1. Name of Municipality or Agency Applying for Subgrant:</b> Town of Colchester	<b>2. Period of Award for this Subgrant:</b> 7/1/24 – 9/30/25
<b>3. Emergency Management Director Name &amp; Address</b> Name: Sean Shoemaker                      Title: EMD Organization: Colchester Emergency Management Address Line 1: 52 Old Hartford Rd Address Line 2: City/State/Zip: Colchester, CT 06415 Phone: 860-207-6870                      Fax: 860-537-3332 E-mail: oem@colchesterct.gov	<b>4. Official Authorized to Sign for the Applicant:</b> Name: Bernard Dennler                      Title: First Selectman Organization: Town of Colchester Address Line 1: 127 Norwich Avenue Address Line 2: City/State/Zip: Colchester, CT 06415 Phone: 860-537-7200                      Fax: E-mail: selectman@colchesterct.gov
<b>5. Municipal/Agency Financial Officer</b> Name:    Title: Organization: Town of Colchester Address Line 1: 127 Norwich Avenue Address Line 2: City/State/Zip: Colchester, CT 06415 Phone: 860-537-7229                      Fax: 860-537-7231 E-mail:	<b>6. Fiscal Point of Contact: (If Different than Financial Officer)</b> Name:    Title: Organization: Address Line 1: Address Line 2: City/State/Zip: Phone:    Fax: E-mail:
<b>7. Applicant DUNS#:</b> 16-60001974	<b>8. Applicant UEI #:</b> 177899317
<b>9. Applicant Fiscal Year End:</b> June 30	<b>10. Date of Last Audit:</b>
<b>11. Dates Covered by Last Audit:</b> to	<b>12. Date of Next Audit:</b>
<b>13. Dates to be Covered by Next Audit:</b> to	
Please note that the information required for boxes 9 through 13 refers to the sub-grantee's audit cycle.	
<b>FEDERAL AUDIT AND DEBARMENT REQUIREMENT CERTIFICATION</b>	
<b>14. ACKNOWLEDGEMENT OF FEDERAL SINGLE AUDIT SELF REPORTING REQUIREMENTS</b> <ul style="list-style-type: none"> <li>• Sub-grantees that are required to undergo a Federal Single Audit as mandated by OMB Circular A-133 must alert CT DEMHS, in writing, to any specific findings and/or deficiencies with regard to the use of federal grant funds within 45 days of receipt of their audit report. This notification must identify the finding(s) / deficiencies and a corrective action plan for each.</li> <li>• All sub-grantees must submit to CT DEMHS a copy of the audit report section pertaining to use of federal grant funds regardless of any findings or deficiencies, within 45 days of the receipt of that report.</li> </ul> Initial to indicate that this requirement has been read and understood: _____ <span style="float: right; border: 1px solid black; padding: 2px 10px;">INITIAL</span>	
<b>15. AKNOWLEDGEMENT OF DEBARMENT REQUIREMENTS:</b> <ul style="list-style-type: none"> <li>• The sub-grantee will confirm the eligibility status (via Sam.gov) of all vendors/contractors that the sub-grantee pays with EMPG SLA funds. The subgrantee will confirm that the vendors/contractors do not appear on the SAM's Exclusion List of federally debarred or suspended vendors.</li> </ul> Initial to indicate that this requirement has been read and understood: _____ <span style="float: right; border: 1px solid black; padding: 2px 10px;">INITIAL</span>	
<b>16. I, the undersigned, for and on behalf of the named municipality, state agency, or regional planning organization, do herewith apply for this subgrant, attest that, to the best of my knowledge, the statements made herein are true, and agree to any general or special grant conditions attached to this grant application form.</b> <span style="float: right; border: 1px solid black; padding: 2px 10px;">SIGN &amp; DATE</span>	
Authorized Signatory: X _____	Date: _____

**SECTION D. AUTHORIZING RESOLUTION**

If your community already submitted an Authorizing Resolution for the FY 2023 EMPG - Please include a Copy and Skip This Step

This Blanket Resolution Can Also Be Used to Satisfy the Requirements of the Homeland Security Grant Program **AUTHORIZING  
RESOLUTION OF THE**

\_\_\_\_\_  
*(Insert name of governing body--for example, town council)*

**CERTIFICATION:**

I, \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_,  
*(keeper of the records—for ex. town clerk or secretary of council)*

do hereby certify that the following is a true and correct copy of a resolution adopted by  
\_\_\_\_\_ at its duly called and held meeting on \_\_\_\_\_, 20\_\_\_\_,  
*(name of governing body)* *(Month, Day)*

at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the \_\_\_\_\_ may enter into with and deliver  
*(name of governing body)*

to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security, any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that \_\_\_\_\_, as \_\_\_\_\_ of  
*(name and title of officer)*

\_\_\_\_\_  
*(Name of governing body)*

is authorized and directed to execute and deliver any and all documents on behalf of the

\_\_\_\_\_  
*(name of governing body)*

and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents.

The undersigned further certifies that \_\_\_\_\_  
*(name of officer)*

now holds the office of \_\_\_\_\_ and that he/she has held that office since \_\_\_\_\_.

IN WITNESS WHEREOF: The undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
*(Name and title of record keeper)*



The Chief Executive Officer has not changed since the previous resolution was authorized on \_\_\_\_\_  
*(Date)*

**SECTION E. EMPG POOL FUNDING FINANCIAL TOOL-BUDGET**

**Please Note: Applications will not be reviewed without the submittal of the EMPG Financial Tool “Application Budget”.**

Fill out the Application Budget portion of the tool by filling out the green boxes for the following (shown below is a sample EOC/Shelter Budget:

**Award Amounts:**

**Total Award:** This amount is set to either \$25,000.00 or to the approved amount whichever is the lesser.

**Federal Share:** This is the total of the federal share, which is matched by the state.

**Enter Categories:**

- **Interior Upgrade** - Enter the total estimated cost for your planned interior upgrade.
- **Equipment** - Enter the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems etc.
- **Generator** - Enter the total estimated cost for the purchase and installation of a backup generator. Note: Any ground disturbance will require an EHP approval from FEMA.
- **Training** - Enter the amount for professional development training.
- **Shelter Supplies** - Enter the amount for shelter supplies.
- **All other-** Enter the total estimated cost for all other items. Must receive pre-approval from DEMHS Regional Coordinator.
- **Unallocated** – This is the remaining balance of funding that you have not yet allocated to a particular category.

EMPG Pool Budget (Fill In Green Cells Only)	
AWARD	
Total:	\$25,000.00
Federal Share:	\$25,000.00
Match (Provided by the State):	\$25,000.00
SUBGRANT ALLOCATION	
Total:	\$25,000.00
Federal Share:	\$25,000.00
Match (Provided by the State):	\$25,000.00
Interior Upgrade	\$5,000.00
<i>Enter the total estimated cost for upgrading the interior of your EOC (e.g. Furniture, Carpeting etc.) Please note that all services must be concluded and paid before seeking reimbursement.</i>	
Equipment:	\$2,500.00
<i>Enter the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems.</i>	
Generator	\$2,500.00
<i>Enter the total estimated cost for the purchase and installation of a generator.</i>	
Training	\$10,000.00
<i>Enter the total amount for professional development training.</i>	
Shelter Supplies	\$5,000.00
<i>Enter the total amount for supplies such as cots, blankets, MRE's, COVID testing supplies, water etc.</i>	
All Other Costs	\$0.00
<i>Enter the total amount of all other costs (need to provide specific details).</i>	
Unallocated:	\$0.00

**SECTION F. GRANT JUSTIFICATION NARRATIVE**

Provide below or attach a clear description of the existing gaps in your EOC or shelter that the project is intended to correct. You may include a sketch if you feel it will help describe the problem. Do not describe the proposed solution (yet).

The current Colchester EOC is located in a basement underneath the intermediate school and was constructed in the 1970's. Currently the EOC has the following gaps in capability:

- 1) Limited WiFi bandwidth that will only support one or two laptops computers. Cost to install fiber network Wifi is estimated to be in excess of \$16,000 alone.
- 2) Desktop computers (14) in EOC are all Windows XP and not capable of further upgrades.
- 3) IT security is lacking due to age of infrastructure.
- 4) Due to subterranean location, air quality in EOC is poor and there is no circulation or ventilation to outside air.
- 5) EOC is located at the low point of the sanitary lines running from the 5th grade wing of the school. Because of this location and a dip in the sanitary line running from the school, the EOC has had raw sewage from the school backup and flood the EOC through the floor drains. This has happened randomly and on at least three occasions. When this occurs, it takes days to correct the issue and weeks for the air quality to improve to the point where it is tolerable to be in the EOC.



**SECTION G. SCOPE OF WORK**

Provide below or attach a clear description of the proposed project and the work to be accomplished.

Project to consist of re-working a conference room space at Colchester Fire & EMS headquarters to allow that space to function as the Emergency Operations Center for the Town of Colchester. Scope of work to include the following:

- Construction of a wall to divide the existing space.
- Paint and finishes for the newly created space.
- Purchase and installation of a door to access the newly created space.
- Lighting upgraded to energy efficient LED fixtures.
- Electrical work as required to ensure full functionality of the space.
- Purchase and installation of a countertop.
- Purchase of a conference room table and eight chairs.
- Purchase and installation of two conference room video monitors.
- Purchase of a video conference device.
- Purchase of two laptop computers.
- Purchase and installation of two docking stations with monitors.

This project will result in a very versatile, usable space that takes advantage of the robust infrastructure in place at our Fire Headquarters such as an on-site generator, full radio communications suite, and redundant phone and internet services. Efficiency of use will further be enhanced through this build-out as our current Emergency Management Director maintains an office space immediately adjacent to the build.

## SECTION H. PROJECT PHOTOGRAPHS

Attach photographs of the project site. Also include photos of any structure or unique features likely to be impacted by the project. Note the position, direction, and date that the photo was taken on a drawing or sketch of the project site. The Sub-grantee should also provide aerial photography of the project area (e.g. google maps).

input image description

input image description

input image description

input image description

input map description

## SECTION I. PROJECT MAPS

Provide a site location map(s) that clearly identifies the proposed project. A United States Geological Survey (USGS) topographic quadrangle map or a detailed local road map is ideal for use as a location map. Google maps are also acceptable.

input map description

input map description

input map description

**NOTE:** When uploading documents or pictures to this application, please check file sizes and please do not exceed 40 Mb. Additional documents may also be emailed along with the application.

**SECTION J. WORK SCHEDULE**

Please provide a detailed work schedule and time frame for the proposed project.

Make sure work schedule allows for grant administration [sub-grant contract execution, close-out, etc], final design and permitting, bidding and advertising, and unanticipated delays. Be conservative and schedule more time than you think you need for each task. You will not be penalized for completing the project sooner than the requested performance period.

Task	Months from Award	
	Start	Complete
Approval of Permit	07/01/2024	07/31/2024
Construction of walls	08/01/2024	08/16/2024
Installation of door	08/19/2024	08/21/2024
Lighting and Electrical upgrades	08/22/2024	08/30/2024
Painting	09/02/2024	09/13/2024
Installation of countertop	09/16/2024	09/17/2024
Install of electronics	09/18/2024	09/20/2024

Total estimated time for project completion  Months

**SECTION K. LEOP CERTIFICATION**

**Approved** LEOP Certification – Please attach certification letter:

**No Plan:** A DEMHS-approved LEOP - consistent with CGS Title 28 – is a pre-requisite for all EMPG Pool funding project applications.



**SECTION L. TRAINING HISTORY**

All courses on this form must be completed prior to travel or training for staff who are requesting to attend training, conferences or other events funded under the EMPG pool funding professional development category.

Instructions: Type your name and position and the dates you completed the required courses. Please provide a copy of the course certificates.

Name	Position	Required Training Courses (Completed Courses Shown with date of completion)										
		IS-100.c	IS-120.c	IS-200.c	IS-230.d	IS-235.c	IS-240.b	IS-241.b	IS-242.b	IS-244.b	IS-700.b	IS-800.c
Sean Shoemaker	EMD	3/12/07	1/4/16	6/17/10	1/6/16	1/8/16	1/11/16	1/11/16	1/14/16	1/12/16	5/18/14	8/11/19

You can search for the required training at <https://training.fema.gov/is/searchis.aspx?search=PDS> (Professional Development Series) or <https://training.fema.gov/is/searchis.aspx?search=ICS> for IS 100, 200, 700, 800. Note: The course letters (IS-100.c) change with each revision. Even if the course letter for the course you completed is different, the course still counts. Please complete the required courses and submit your training certificates to your Division of Emergency Management and Homeland Security (DEMHS) Regional Office. If you need to request training certificates from FEMA, please request your transcript using the Transcript Request Form – EMI. You can find this form on our website at <https://training.fema.gov/emiweb/downloads/tranrqst1.pdf>

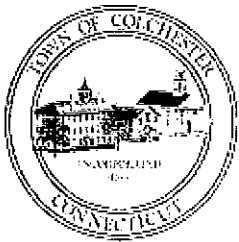
## Taryn Scott

---

**From:** Joseph Leone  
**Sent:** Friday, April 26, 2024 2:41 PM  
**To:** Taryn Scott  
**Subject:** FW: Pavement Maintenance Study  
**Attachments:** Scope of Services Proposal\_Colchester\_4-6.pdf; ICG Flyer.pdf; List of Services.pdf; Norton\_Resume.pdf; References.pdf

Shouldve cc'd you on the email below

**Joseph Leone, EIT, M.Ed**  
**Director of Public Works**  
127 Norwich Ave, Colchester CT, 06415  
Direct: (860) 537-7286



**From:** Joseph Leone  
**Sent:** Friday, April 26, 2024 2:40 PM  
**To:** Bernard Dennler <bdennler@colchesterct.gov>  
**Cc:** Heide Perham <HeidePerham@colchesterct.gov>; Sal Tassone <townengineer@colchesterct.gov>  
**Subject:** FW: Pavement Maintenance Study

Bernie,

Please see the attached for discussion at next weeks board of selectman meeting. This study was requested by the Board of Finance last year and I personally believe it is critical for us to have a 3<sup>rd</sup> party backup to support our ask in FY 25-26. This is quoting us the first half of a study. The second half of the study, which is not included in the quote above, will put together a lane-mile-year analysis to establish an acceptable budget moving forward to keep up with the deterioration of the roads.

Attached is his quote, references & brag sheet, and a bid waiver for these engineering services. The grounds for this bid waiver is that I was unable to find an engineering firm to provide pricing on a pavement preservation study. The firms don't do this type of work anymore because there isn't any money in it when compared with larger infrastructure projects. I have spoken with both Barton and Loguidice and VHB and they both have declined to quote this work.

Thanks!

Joe

## SECTION F WAIVER OF REQUEST FOR PROPOSAL/COMPETITIVE BID PROCESS

In certain situations the bidding, quotation, and proposal processes described in this document may be waived even though the estimated cost exceeds the dollar threshold established in "Section A: Definitions & General Requirements."

The formal process may be waived for any of the following reasons:

- Only one (1) reasonable or qualified source can be identified, including those furnished by monopoly utility. The Purchasing Agent will make the final determination of single source purchases.
- Time is a critical factor.
- A formal process would result in substantially higher costs to the Town or Board of Education, inefficient use of personnel, or cause substantial disruption of Town or Board of Education services.
- Tuition and other services as determined by Planning and Placement Team (PPT).
- Those exempted or determined by law.

The First Selectman or Superintendent may grant a waiver for any of the above-listed reasons. Upon granting such a waiver, the First Selectman or Superintendent must, in writing, state the reason(s) for granting such waiver and shall notify the Board of Selectmen or the Board of Education as applicable by electronic means.

If within two business days following such notification two members or more of such board as applicable object to the granting of such waiver then the waiver shall be suspended pending approval of the waiver by the full board. No bids shall be awarded pursuant to this process until two business days have elapsed.

A waiver for any reason other than those above requires the approval of the Board of Selectmen or the Board of Education as applicable. For a requesting department or school to obtain a waiver, a written waiver request including specific reasons for the waiver shall be provided to the First Selectman or Superintendent. The request must be signed by a department head, principal, or director. Upon receipt of the waiver request, the First Selectman or Superintendent will notify the requestor if the waiver has been granted.

Joseph Leone, EIT, M.Ed  
Director of Public Works  
127 Norwich Ave, Colchester CT, 06415  
Direct: (860) 537-7286

4/6/2024

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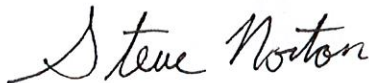
Joseph Leone  
Director of Public  
Works  
127 Norwich Ave,  
Colchester CT, 06415

Dear Joseph Leone,

Enclosed please find the scope of services and estimated cost for the pavement evaluation of the Town of Colchester's roadway network. This scope of services covers the evaluation of the existing roadway network.

The lump sum price for the proposed scope of services is \$22,356.30. Pending your approval of this scope of services and cost proposal, Infrastructure Consulting Group will initiate this work upon a written notice to proceed. If you have any questions or require any additional information, please do not hesitate to contact me.

Sincerely,



**Steven T. Norton, P.E.**

Principal

Enclosures:

Scope of Services Proposal

Town Road List

---

## Infrastructure Consulting Group, LLC

**Phone:** 860-327-2422  
**Email:** [ICGLLCT@gmail.com](mailto:ICGLLCT@gmail.com)

70 Jenny Cliff  
Manchester, CT 06040







INFRASTRUCTURE  
CONSULTING  
GROUP LLC

## Scope of Services Proposal

## **Introduction:**

The Town of Colchester's Department of Public Works has requested that Infrastructure Consulting Group, LLC (ICG) prepare a technical and cost proposal for the pavement condition evaluation of approximately 107 miles of roadway. The road list is attached to this scope of services.

The Town of Colchester's goal is for ICG to provide a recommended repair strategy for each roadway. Identifying the repair strategy and other basic features of the roadway, as noted below, will serve as the basis for a future plan and budget to maintain the Town's roads.

The Town will provide, if available, an excel file of the attached road list including each road's termini (intersecting streets at start and end), and a map(s) of the town road network. The town will also include a list of preferred roadway treatments (e.g. crack seal, chip seal, thin overlay, mill and overlay, peel and pave, full depth reclamation).

## **Scope of Services**

The Scope of Services includes the following tasks:

### **Project Management and Planning**

This task includes project planning and preparation for the field evaluation, which includes:

- Acquiring an excel spreadsheet of the Town's road list and adding appropriate columns and categories for the field evaluation.
- Monitoring of project progress and schedule.
- Providing brief progress updates as work proceeds.

### **Pavement Condition Evaluation**

ICG will evaluate the pavement condition of approximately one hundred and seven (107) centerline miles of Town maintained roads. Where appropriate, ICG will break the Town road network into logical pavement management sections. Sectioning will be based on pavement condition, consistent changes in road width, or intersections with main roads.

ICG's evaluation will include the following information:

- Roadway width
- Repair category (preservation, minor rehabilitation, major rehabilitation, or reconstruction).

- Recommended repair (e.g. perform partial depth patching and crack sealing, performing patching followed by asphalt rubber chip seal, perform a peel and pave, etc.).
- Notes identifying primary distress type or types that impact the recommended repair (e.g. fatigue cracking, raveling, distortions, etc.).
  - This will not quantify individual distresses, or note all distresses present.
- Notes identifying and recommending an approximate timeframe for the repair.

## Data Report

Quality checks on the data collected will be performed in the office. The data will be delivered to the Town in MS Excel format. The Excel file will include a column for each of the bulleted items above.

## Meetings

ICG has assumed one meeting with the Town for this work.

## Services not Included:

The following are **not** included in the scope of services but are recommended as part of a future phase focused on analysis of the data collected.

- Detailed report on network-wide strategy
- Lane-mile year analysis
- Treatment cost information
- Budget optimization or analysis
- Current budget vs. preferred budget
- Evaluation of parking areas and roads associated with apartments, condominiums, mobile homes, or age restricted homes.

## Schedule

NTP.....	TBD
Field Review.....	TBD
Final Deliverable (Data Report).....	TBD

Should circumstances beyond ICG's control, such as changes or an increase in the Scope of Services, or a change in the condition under which the services are to be provided (i.e., snow, leaf, or ice coverage) which require an extension of time, we will notify the Client in writing. If the Client determines that an extension is warranted, both parties shall agree to a revised completion date.



## Cost

### DISTRIBUTION OF MAN-HOURS

TASKS	PROFESSIONAL ENGINEER
Project Management and Planning	12
Pavement Condition Evaluation	88
Data Report	8
Meetings	4
<b>TOTAL</b>	<b>112</b>

### LABOR SUMMARY

CLASSIFICATION	RATE	HOURS	COST
Professional Engineer	\$ 195.00	112	\$ 21,840.00
<b>Total</b>		<b>112</b>	<b>\$ 21,840.00</b>

### DIRECT COSTS

DESCRIPTION	QUANTITY	COST/UNIT	UNIT	TOTAL COST
Mileage	765	0.67	MILE	\$ 512.55
Xerox	25	0.15	EACH	\$ 3.75
<b>Total</b>				<b>\$ 516.30</b>

### TOTAL PROJECT COST

Labor Cost				\$ 21,840.00
Direct Cost				\$ 516.30
<b>Total Cost</b>				<b>\$22,356.30</b>

ROAD NAME	LOCATION	LENGTH	R.O.W.	ACCEPTED
		(per mail-a-map)	(paved/dirt)	
ALEXANDER DRIVE	E7	.37 mile	50'	11-25-1958
ALFRED DRIVE	E4	.23	50'	3-28-1995
AMSTON ROAD	D7-C7	----		STATE
ANTIOCH ROAD	F6	.01/ .07		
APPLE LANE	A1-B2	.26	50'	12-22-1987
ASHLEY LANE	D5	.33	50'	7-12-2001
BALABAN ROAD	D5	.41	50'	7-7-1982(2-7-02)
BEECH PLACE	E5	.11	50'	12-28-1989
BEECHWOOD DRIVE	C6	.16	----	9-29-1964
BERRY LANE	E7	.23	50'	11-25-1958
BIGELOW ROAD	C1	.52/ .31		3-28-1995
BLACKLEDGE DRIVE	A4	.29	50'	9-02-2004
BLUEBERRY LANE	E8	.19	50'	3-2-1993
BORETZ ROAD	F5	.53	50'	1-15-1963(9-10-70)
BRAINARD ROAD	H8-H9	1.02	60'	9-15-1953
BRIARWOOD DRIVE	G6	.35	50'	12-28-1989
BRIDGE STREET	C1	.11		
BRINDLEWOOD PATH	B8	.32	50'	3-28-1995
BROAD MEADOW RD (portion)	D8	.47	50'	10-15-2020
BROADWAY	D6	----		STATE
BROOKSTONE DRIVE	E2	.92	50'	12-3-2009
BRUCE CIRCLE	C6	.08	-----	9-29-1964
BUCKHALTER WAY	E7	.07	50'	
BUCKLEY HILL ROAD (aka Bulkeley Hill Road)	D5-F5	2.46		
BULL HILL ROAD	A2-B1	2.44		
BUSH ROCK ROAD	B8	.07/ .65		
CABIN ROAD	D6-E6	1.42		
CAISSON ROAD	D9	.34	50'	12-28-1989
CAMBRIDGE COURT	H10	.18	50'	2-21-2008
CARLI BOULEVARD	F6	1.22	50'	10-28-1993
CARRIAGE DRIVE	F6	.13		
CARRIER ROAD	E3	.20/ .26		
CARVALHO DRIVE	H9	.14	50'	12/15/2011
CATO CORNER ROAD	B3-D4	2.16		
CAVERLY MILL ROAD	E9	0/ .28		
CEDAR LANE	F8	.22	50'	12-1-2005
CEMETERY ROAD	D2-D3	.72		
CHERRY TREE LANE	E8	.19	50'	3-2-1993
CHESTNUT DRIVE	E7	.35	50'	7-29-1958
CHESTNUT HILL ROAD	E8-E9	2.78	(9-29-77 deeds for improve)	

CHRISTY LANE	D7	.29	50'	3-24-94/ 12-1-05
CHURCH STREET	D2	.09		9-15-1953
CIRILLO DRIVE	G5-F5	.34	50'	12-21-2006
CLARK LANE	D6	.27	30'	9-15-1953
CLARK ROAD	E4	.78/ .38		
COCO DRIVE	D4	.22	50'	12-27-1988
COLBURN DRIVE	G8	.31	50'	12-01-2004
COMSTOCK BRIDGE ROAD	B1-C1	1.00		
COURTNEY TERRACE	H10	.15		12-19-1983
COUSINS ROAD	C7	.17	50'	12-21-2006
CRAGIN COURT (new)	D6	.07	40'	2-8-2001
CRESTVIEW DRIVE	D6-E6	.30	50'	1-8-1959
DANIEL DRIVE	G8	.34	50'	10-4-2007
DARA DRIVE	E6	.21	50'	12-21-1999
DAVID DRIVE	E6	.15	-----	9-10-1970/ 8-30-78
DAVIDSON ROAD	C4-D5	.88/ .29		
DAY POND ROAD	C2	-----		STATE
DEBBIE ROAD	I10	.06		PRIVATE
DEBI CIRCLE	E4	.60	50'	12-27-1988
DEBORAH LANE	D2	.10	50'	8-30-1978
DEEP RIVER ROAD	G8-H8	-----		STATE
DEEPWOOD DRIVE	A8	.04		
DEER RUN ROAD	G6-G7	.32		PRIVATE
DEER RUN DRIVE	A3-A4	1.28	50'	12-28-1989
DIANE LANE	E4	.16	50'	
DIANE ROAD	H10	.03		PRIVATE
DICKINSON ROAD	C1	.22/ .09	50'	7/24/1885(bk36/pg36)
DOCTOR FOOTE ROAD	D6	.73	-----	3-12-1968
DORSET ROAD	E7	.19	50'	11-25-1958
DUTTON ROAD	F7-F8	.16/ 1.00	50'+	81/Moroch map
EDGEWOOD DRIVE	E7	.14	50'	
ELLIOT DRIVE	D6	.41	-----	10-21-1957/ 8-30-78
ELM STREET	D7	.36	40'	
ELMWOOD HEIGHTS (Glass Ave)	D7	.14	30'	6-7-1948
ESTHER LANE	E4	.13	50'	12-21-1999
EVERGREEN TERRACE	D5-D6	.31		12-22-1987
FALLS CIRCLE	D5-E5	.12	50'	8-30-1978
FARM GATE DRIVE	A1	.25	50'	3-28-1995 & 10-16-03
FARMWOOD DRIVE	E5	.40	50'	12-28-1989
FEDESHEN LANE	B4	.08	50'	12-22-1987
FEDUS ROAD	E7	.39		
FELICIA BABER LANE	D2	.23	50'	12-21-1999

FERN DRIVE	E7	.14	50'	11-25-1958
FERNWOOD DRIVE	D6	.23	40'	9-30-1949
FLOM DRIVE	D6-E6	.13		8-30-1978
FOREST DRIVE	B5	.42	50'	12-22-1987
FOUNDERS WAY	E3	.06	50'	8-19-2010
FOX RIDGE DRIVE	D1	.34	50'	12-12-1995
FRAN LANE	G6	.11	50'	3-2-1993
GARY LANE	F4	.11	50'	2-7-2002
GATEWAY ROAD	E7	.08	50'	7-29-1958
GEM DRIVE	C6	.12	-----	1-15-1963
GILL STREET	C6-D6	.28	50'	10-17-1956
GILLETTE'S LANE	D5-E5	.60		
GOLDBERG ROAD	D8	.45	50'	3-28-1995/3-20-2014
GUSTAFSON ROAD	F4	.16	50'	12-28-1989
HALLY LANE	E9	.14	50'	3-28-1995
HALLS HILL ROAD	D6-D7	.78	50'	8-18-1977
HAMMOND COURT	D7	.25	16'	
HARBOR ROAD	D9-E8	.74	40'	9-7-1956
HARRINGTON COURT	D6	.14	30'	8-20-1948
HARVEST LANE	E5	.52	50'	12-28-1989/12-18-90
HAYWARD AVENUE	D6	.24	60'	11-30-59(by agreement w/state)
HEATHERWOOD DRIVE	E5-F5	.90	50'	12-22-1987
HICKORY COURT	D1	.08	50'	3-28-1995
HICKORY ROAD	B5	.27	50'	3-4-1969
HI-LEA FARMS ROAD	F4	.55	50'	12-28-1989
HILLCREST ROAD	B8	.06 (per TAR)		
HILL FARMS ROAD	F9	.32	50'	12-30-1991
HILLSIDE LANE	A2	.17	50'	
HOMONICK ROAD	G7	.40		
HUNTERS COURT	G6	.17	50'	3-2-1993
IVY COURT	D6	.15	50'	12-19-1983
JAFFE TERRACE	D6	.25	30-40'	11-28-1939
JAMES STREET	D6	.18	50'	11-17-1960
JAN DRIVE	G8	.32	50'	12-18-1990
JEREMY RIVER DRIVE	B3	.23	50'	3-28-1995
JOLIN LANE	E5	.29	50'	2-7-2002
JOSEPH LANE	F9	.21	50'	12-18-1990
JUDD BROOK ROAD	B5	.16/ .31		
JURACH ROAD	B8-C8	.68	50'	3-28-1995

KENNEDY DRIVE	D6-E6	.17	-----	10-21-1957
KMICK LANE	D6	.09	40'	2-21-1956
KRAMER ROAD	F8	.58/ .02	50'+	1978
LAKE HAYWARD ROAD	E7-F5	1.92		
LAKEVIEW COURT	E6	.13		12-19-1983
LAKEVIEW DRIVE	E1	.68	30'	PRIVATE
LEBANON AVENUE	D6-D7	-----		STATE
LEE COURT	E5	.13	50'	12-18-1990
LEVY ROAD	D6	.13	(Discontinued 10/4/07)	
LINWOOD AVENUE	D6	-----		STATE
LINWOOD CEMETERY RD	D6	.67		
LOOMIS ROAD	D2	.57	-----	12-16-1965
LOUIS LANE	D6	.08	40'	9-12-1957
LYNN LANE	E6	.21	----	1-8-1959
LYNN STREET	D6	.35	50'	12-18-1958
MCDONALD ROAD	E7-G7	2.77		
MACLYN DRIVE	F8	.25	50'	12-28-1989
MAHONEY ROAD	F9-F10	.54	-----	9-15-1953
MAIN STREET	D6	-----		STATE
MARVIN ROAD	G7-H8	1.67		
MARY LANE	D2	.08	50'	8-30-1978
MELANIE LANE	G6	.66	50'	3-2-1993
MEYER ROAD	C6	.07	----	1-15-1963
MIDDLETOWN ROAD	C1-D6	-----		STATE
MIDLAND DRIVE	D6-E6	.25	50'	1-8-1959
MILES STANDISH ROAD	D3-E3	0/ 1.68		
MILL STREET	D7	.25		
MILLER ROAD	B6-C5	.72/ .69		
MILL HILL ROAD	C5	1.30	----	10-14-1987
MILL LANE ROAD WEST	D5	.19/ .32		
MOUNTAIN ROAD	B5	.41	50'	12-22-1987
NATALIE LANE	F9	.22	50'/60'	3-07-2002
NATURE AVENUE	C6	.34	50'	11-16-2017
NELKIN ROAD	E5-E6	.99		
NEW LONDON ROAD	E7-H7	-----		STATE
NORTH POND WAY (portion)	C8	.22	50'	12-15-2022
NORWICH AVENUE	D6-E9	-----		STATE
NOVELLI PLACE	B3	.21	50'	1-16-1992
NUTMEG CIRCLE	C1	.20	50'	10-4-2007
OAK FARM DRIVE (PORTION)	C8-D8	.54	50'	12-2-2010
OAKLEAF DRIVE	C7	.34	50'	12-12-1995



OAK RIDGE DRIVE	E8-E9	.13	50'	12-12-1995
O'CONNELL ROAD	F4-F5	.28		
OGDEN LORD ROAD	A2	.06		
OLD AMSTON ROAD	B7-C8	.52		
OLD COUNTRY ROAD	D2	.21	50'	9-10-1970
OLD EAST HADDAM TPKE	E3	-----		STATE
OLD HARTFORD ROAD	A4-C6	2.19	(quit claimed to town 4-21-64)	
OLD HEBRON ROAD	B6-C6	1.65		
OLD PARUM ROAD	E7	.25	50'-80'	8-3-1967
OLD ROD ROAD	F7-F8	.49	50'	12-1-2005
OLD TOWN ROAD	B7	.12/ .14		
ORCHARD FARMS ROAD	A1	.25	50'	3-28-1995
PALMER ROAD	E8-E9	.14	turnaround portion	12-3-2009
PAM ROAD	H10	.06		PRIVATE
PAPER MILL ROAD	B3-B4	.01/ .05		
PARK AVENUE	D6	.41	50'	12-18-1958
PARK ROAD	B5	.65		
PARKSIDE DRIVE	C1-D1	.42	50'	3-28-1995
PARUM ROAD	E7	-----		STATE
PEASE ROAD	D7-C9	-----		STATE
PECK LANE	C2-D2	.21		
PENEE LANE	D4	.17	50'	12-18-1990
PICKEREL DRIVE	E1-E2	.26	40'	6-21-1956
PICKEREL LAKE ROAD	D1-D2	.96/ .68		
PIEKARZ ROAD(Mill Lane Rd East)	G7-G8	.33/ .33		
PIERCE LANE	D6	.06		PRIVATE
PINE ROAD	C3	.28		2-12-1965
PINE BROOK ROAD	C3-D3	1.52/ .36	(8-18-77 deeds for improve)	
PLEASANT STREET	D7	.35		
PROSPECT HILL ROAD	B5-C4	1.56/ .51		
PROSPECT STREET	D7-E7	.34	30-35'	2-21-1956
RED SCHOOLHOUSE RD	D3-E3	.45/ .48	extension/turnaround	12-3-2009
RENEE DRIVE	C6	.11	-----	11-21-1967
RESERVOIR ROAD	G10	.64		
RIDGEWOOD DRIVE	F9	.32	50'	12-28-1989
RIVER ROAD	B3-A2-C1	1.68		
ROMIES LANE	D6	.11		
ROUTE CONN. 2	A3-F10	-----		STATE
ROUTE CONN. 11	E6-H6	-----		STATE
ROUTE CONN. 16	C1-C9	-----		STATE
ROUTE CONN. 85	A7-H7	-----		STATE
ROUTE CONN. 149	B4-E1	-----		STATE

ROUTE CONN. 354	E7-H8	-----		STATE
RUDDEN LANE	C7	.24		
RUTKA LANE	D6	.13		PRIVATE
SANDY LANE	C7	.11	50'	12-28-1989
SASHEL LANE	F9-G9	.29	50'	3-24-1994
SCHOOL ROAD	E5	.64		9-15-1953
SCOFIELD ROAD	D5	.14	50'	10-14-1987
SCOTT HILL ROAD	G10-H10	1.49	-----	9-15-1953
SETTLERS LANE	E5	.22	50'	11-6-1997
SHAILOR HILL ROAD	B3-C3	1.24/ .87		
SHAD BUSH DRIVE	G7	0.61	50'	2-10-00/7-26-01
SHADY BROOK LANE	F6	0.23	50'	4-8-1999
SHUGRUE ROAD	E6-E7	.17		
SILVERMEADOW DRIVE	E5	.09	50'	12-28-1989
SKINNER ROAD	D3-D4	.40/ .12		9-15-1953
SKYVIEW DRIVE	C4	.34	50'	3-28-1995
SOUTH ROAD	A2-A3	.37		
SOUTH MAIN STREET	D6-E6	-----		STATE
SPICE BUSH DRIVE	G8	.26	50'	1-25-2001
STANAVAGE ROAD(Krop Rd)	F8-G9	1.67		
STANDISH ROAD	D4-E3	1.38		
STARR ROAD	E2	0/ .26		
STARWOOD TRAIL	F6	.34	50'	3-14-1996
STOLLMAN ROAD	C6	.66		
STONEPOST DRIVE	E5	.19	50'	11-6-1997
STONE RIDGE ROAD	D1	.64	50'	3-28-1995
STULA LANE	G6	.22		
SULLIVAN ROAD	E9	0/ .45		
SUNSET BOULEVARD	C5	.16	50'	12-18-1990
SWEETBRIAR COURT	G5	.12	50'	7-12-2001
TAINTOR HILL ROAD	D5-D6	.36/ .10		
TANGLEWOOD DRIVE	E5	.25	50'	12-18-1990
TAYLOR ROAD	F4	1.33/ .28		4-20-1977
THORNRIDGE DRIVE	F5	.62	50'	12-12-1995
UDE WAY	D5	.15	50''	3-9-2005
UPTON ROAD	C6	.53	50'	12-28-1989
USHER SWAMP ROAD	E3-F4	.29/0	extension/turnaround	8-19-2010
VANCEDARFIELD ROAD	D5	.62	50'	10-14-1987
VECCADOLA DRIVE	E2	.21	50'	12-2-2010
VENTURA DRIVE	F8	.29	50'	12-28-1989
VICTORIA DRIVE	D2	.35	50'	6-28-1973/ 8-30-78

WALL STREET	C6-D6	.53		
WATERHOLE ROAD	C1-E1	.98		
WEST ROAD	E7-H5	2.64		
WESTCHESTER ROAD	B4-E2	-----		STATE
WESTERLY TERRACE	E7	.52		12-19-1983
WESTON TERRACE	C8	.08	50'	12-15-2022
WEST RIDGE ROAD	D2	.17	50'	12-28-1989
WHITE OAK DRIVE	F8	.22	50'	12-1-2005
WHITE TAIL LANE	D8	0.10	50'	3-20-2014
WILLIAMS ROAD	C5	.66	-----	8-18-1977
WINDHAM AVENUE	C7-D7	2.33	(9-29-77 deeds for improve)	
WINTER BERRY DRIVE	G8	0.48	50'	2-10-2000
WOOD ACRES ROAD	A8	.10		
WOODBINE ROAD	G6	.93	50'	12-21-99/ 7-12-01

## APARTMENTS

COUNTRY PLACE	E7			
Birch Circle				
Cobble Way				
Country Place Road				
Meadow Drive				
BREED'S TAVERN	D6			
Tavern Lane				
GA-NA-DEN TOO	D7			
Dogwood Lane				
Maple Drive				

## CONDOMINIUMS

HIGHLAND FARMS	C7-D7			
A Highland farms Drive				
B Southgate Lane				
C Squire Lane				
D Deerfield Terrace				
E Stagecoach Row				
F Springbrook Circle				
G Fieldstone Court				
H Canterbury Lane				
KNOB HILL	B3			
RIDGEVIEW	C6			
Vicki Lane				
WESTCHESTER HILLS	B3			

MOBILE HOMES  
WESTCHESTER VILLAGE C3

**AGE RESTRICTED  
HOUSING – 55 AND OVER**

CHESTNUT HOLLOW  
Chestnut Hollow Road D7-D8

PAR 3  
Fairway Drive C6

PLEASANT STREET CONDOMINIUMS  
Choma Lane D7

NORTHWOODS  
Northern Boulevard D7  
Freedom Way  
East Court  
Granite Court  
Alpine Drive  
Center Court  
North Court

VILLAGE AT COLCHESTER  
Village Court C6

AMSTON VILLAGE  
Old Town Rd. & Amston Rd. C7



**I N F R A S T R U C T U R E  
C O N S U L T I N G  
G R O U P L L C**

**Pavement Engineering Services**

# WHY WORK WITH ICG?

## PASSIONATE

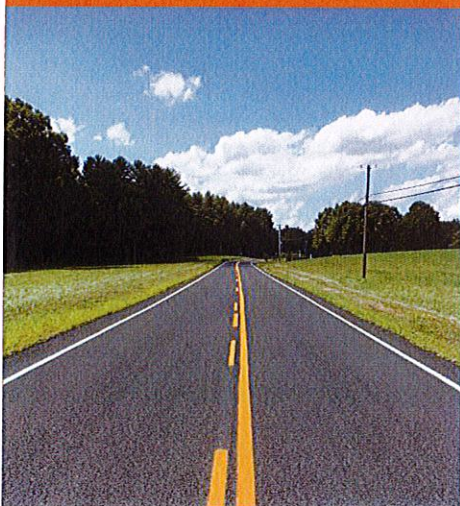
ICG is passionate about pavements and providing value to your program.

## DRIVEN

Pavement consulting is underserved at the municipal level – ICG is determined to help local agencies succeed.

## EXPERIENCED

Major program experience serving the private and public sector and tuned into the latest research and technology.



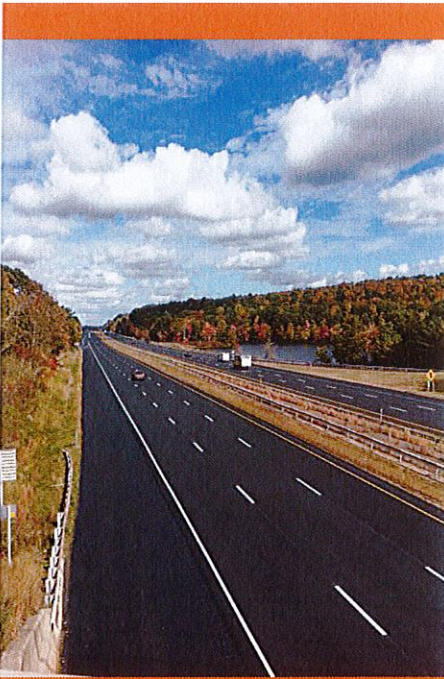
## WHY ICG?

- My name is Steve Norton, I am a licensed professional engineer with over 14 years' experience, and I am an expert in the field of pavement engineering.
- My expertise covers pavement design, construction, preservation, rehabilitation, and pavement management.
- I understand the challenges of managing aging infrastructure.
- I am a native New Englander that knows which strategies work!
- I am connected to the latest research at top universities in the region.
- I have worked on numerous noteworthy projects for clients such as: the City of Boston, National Parks Service, Capital One Financial, and Walt Disney Resorts.
- I serve as a director of the Northeast Pavement Preservation Partnership.
- I serve on projects that advance research nationwide.
- Knowledgeable on numerous contract delivery methods.
- Experienced with pavement recycling strategies and incorporating safety treatments that reduce crashes.

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*ICG's goal is to provide you with valuable knowledge, key resources, and unique direction to provide cost savings and increased quality across your pavement network!*

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## WHY AM I UNIQUE?

- My passion for pavements began while working at one of the nation's top pavement research labs:
  - Studied and tested materials hands on.
  - Researched how to increase pavement durability.
  - Investigated recycled materials to build sustainably.
- My career growth continued working at a top consulting firm:
  - Worked on a full-service pavement engineering team.
  - Provided pavement design, pavement management, materials evaluation, and construction inspection services primarily throughout CT and MA.
- Solidified my expertise by taking on a challenging public sector role where I lead engineers in the following areas:
  - Pavement project selection, scope development, design, and construction support.
  - Support of a major pavement resurfacing program with a contract value exceeding \$150M annually.
  - Development of a data driven process for a pavement preservation and resurfacing program.
  - Implementation of new pavement technologies.
  - Spec. development for latest pavement strategies.
  - Pavement support of the entire capital program.

## CONTACT

Phone: 860-327-2422

Email: [ICGLLCCT@gmail.com](mailto:ICGLLCCT@gmail.com)

## TAKE THE NEXT STEPS

- Enclosed please find the following:
  - List of services

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***No other consultant provides the same depth of pavement knowledge in this region – I sincerely look forward to helping you reach your goals for your pavement network!***

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## Infrastructure Consulting Group – Services

ICG provides roadway and parking lot pavement services. Our core services are listed; however, we would be happy to tailor them based on your specific needs.

### Pavement Preservation Program Development/Refinement

- Pavement preservation is critical to maintain a roadway network in the best possible condition at a given funding level. This service provides program strategies and recommended treatments that work best in the northeast.
- Prioritizing the worst roads first consumes budgets leaving little to preserve good roads.
- Our strategy does not overcomplicate and moves the bar incrementally:
  - Time based triggers
  - Strategic condition review rather than network-wide review
  - Maximize opportunity with lowest cost treatments
  - Annual program delivery
  - Strategically reduce backlog and prioritize preservation

### Project Selection and Program Optimization

- Selecting the right projects, incorporating the right treatment type, and identifying the proper timing is key.
- Benefits owners/managers who are responsible for multiple roadways. Aims to refine your strategy by review of an annual roadway repair program, review of portions of your network, or optimization of treatment types.
- Optimization prioritizes treatment categories such as crack sealing, thin overlays, resurfacing and minor rehabilitation to maximize network benefit.

### Project-Level Condition Report

- Provides a snapshot of the current pavement condition, followed by repair recommendations.
- The report pulls together critical information such as the site area, distresses, local surficial soil conditions and other details. Information is used to make repair recommendations with quantities for each repair identified. In addition, estimated pavement costs may be provided based on available bid information.

### Pavement Design

- Provides detailed structural pavement design recommendations using design procedures followed by state DOTs nationwide.
- Designs are based on site specifics such as soil conditions, traffic volumes and vehicle types. Proper design is a critical — under designing can lead to major premature failures, while over designing can lead to an inflated initial construction cost.

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*According to the FHWA, approximately half of all infrastructure dollars are invested in pavements! ICG can help you maximize that investment!*

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# Steven T. Norton, P.E.

70 Jenny Cliff  
Manchester, CT 06040  
Phone: 860-327-2422  
Email: icgllcct@gmail.com

## EXPERIENCE

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### Infrastructure Consulting Group, LLC

**Pavement Engineering Services**  
**Principal/Owner**  
Manchester, CT

06/2023 – Present

My goal in providing pavement engineering services is to provide municipalities and other infrastructure owners with valuable knowledge, resources, and unique direction that helps improve your pavement program at both the network and project level. The value I provide pulls from a unique career focused almost entirely on pavements and more specifically on pavements in Connecticut. What I bring to the table is knowledge developed hands on researching and testing materials, providing the full scope of pavement services to municipalities in the private sector, and most recently developing and working on major programs and improvements in the public sector. I seek to bring to an underserved area all that I have learned and continue to learn to ultimately provide value to municipalities so they can properly fund, improve, and manage their road networks. While my services are flexible to suit each municipalities' needs, the specific service areas I provide include pavement preservation program development/refinement, project selection and optimization, project level condition reporting, and pavement design.

### Connecticut Department of Transportation

**Engineering Services - Pavement Design Unit**  
**Supervising Engineer**  
Newington, CT

10/2020 – Present

In this position I lead a team of engineers responsible for project-level pavement evaluations, design and review of pavement structures for state and local projects, project selection, scope development and support of pavement resurfacing and rehabilitation programs. My responsibilities also include the evaluations of emerging design methodologies, construction practices, implementation of new pavement technologies and development of material specifications. In addition, I oversee friction testing for various safety assessments and provide technical support for units and programs throughout the Department. This project and technical support spans across a 10,000 lane-mile state network, which has a replacement value of over 11 billion dollars. Our team supports the Department's annual resurfacing program, which has an annual contract value exceeding 150 million dollars and focuses on preservation and minor rehabilitation strategies. This position requires strong problem solving, interpersonal and technical skills. This is a unique position, with broad exposure, which allows me to stay in tune with the latest technology and initiatives from a local up to a national level. The following are additional responsibilities and areas of involvement:

- Serve as project manager overseeing agreements with UCONN's Advanced Pavement Lab in order to support the work of the Pavement Design Unit. My responsibilities include identifying areas of need, developing work plans, overseeing annual delivery of the plans including work progress, and review of invoices. This includes agreements focused on both materials research and tasks associated with delivering the annual resurfacing program. This has incorporated studies and tasks related to intelligent compaction for ultra-thin bonded wearing courses, smoothness, wet weather crash analysis, coring programs, development of a formal pavement design handbook, evaluation of non-destructive methods including Traffic Speed Deflectometer (TSD) and Ground Penetrating Radar (GPR).
- Consistently advance new technologies and materials through partnerships with UCONN, FHWA, and other state agencies, which sets the tone for materials and methods used throughout Connecticut, including on municipal roadways. Recent developments of mixtures and specifications include stone matrix asphalt, binder rich intermediate course, thin friction wearing course, low permeability overlay, use of mastics for patching, and rolling out non-track tack coat as the new standard.
- Provide direction and technical support for vendor in place pavement resurfacing program, which has an annual contract value of roughly 80 million dollars.
- Select and scope projects, develop contract documents and provide construction support for the annual Pavement Preservation Program, which has an annual contract value of roughly 70 million dollars.
- Review scope of work documents submitted by consultants to provide feedback and direction.

- Prepare man-hours for consultant pavement design work in order to negotiate on behalf of the Department.
- Attend value-engineering studies for major pavement projects exceeding 50 million dollars in order to provide direction and technical review.
- Assist in development of new contract delivery methods to expedite projects, which has included close involvement on the Department's first round of design-build projects, and investigation of ID/IQ contracts.
- Build and supervise a team of project designers and project engineers which requires developing formalized procedures, interviewing, training, assigning tasks, monitoring work progress and providing employee evaluations.
- Write and review numerous new specifications and overhaul outdated specifications.
- Develop pavement guidelines and assist in the review of local road programs such as LOTCIP and STP Rural Collector Program.
- Develop various guidance documents for both internal and external use, such as: Superpave guidance, design guidance for parking lot pavements, guide sheets for pavement trenching and full depth concrete pavement, update of pavement guidance for multiuse trail pavements, update of guidance for bridge overlays and development of data triggers for selection of pavement projects.
- Consistently advocate for increased focus on preservation by using strategies such as a lane-mile year analysis to stretch limited resources to maintain and improve the maximum number of roadway miles each year. This effort led to the adoption of an annual asphalt rubber chip seal program, the increased utilization of ultra-thin bonded wearing courses, and the annual use of thin friction wearing courses effectively saving millions of dollars for the Department. These efforts also led to an increase in the total resurfacing program funding from approximately \$100M - \$120M annually to over \$150M annually.
- Assist in delivering an annual High Friction Surface Treatment (HFST) program throughout the state as a part of a larger countermeasures program developed in partnership with FHWA to reduce crashes.
- Led the effort to develop and formalize a Department-wide process for a single and unified resurfacing program, which required extensive effort including presentations to executive leadership within the Department.

In addition to project responsibilities, this position also requires participation in and coordination of workshops, peer exchanges and research studies to promote and implement new technologies. This requires communication with internal staff, consultants, research agencies, town representatives, contractors and federal agencies. Duties also include assessment of surface properties in order to improve safety by reducing risks in high crash areas, which requires data analysis and reporting. The following are some key tasks and projects:

- Currently serve on the board of directors (served as chair in 2022-2023) for the Northeast Pavement Preservation Partnership (NEPPP), which is a group that meets annually to present preservation successes and challenges, while seeking to promote better project success throughout the northeast at the local and state level.
- Provided training for Department staff to help them better understand preservation concepts and needs.
- Responsible for overseeing friction testing performed for high crash areas and making repair recommendations.
- Attend and contribute to TRB committees such as Asphalt Pavement Construction and Rehabilitation and Pavement Preservation at the annual Transportation Research Board meeting in Washington D.C., which attracts more than 14,000 transportation professionals from around the world.
- Served as a panel member for NCHRP Project 20-05, Synthesis Topic 51-16, "Maintenance and Surface Preparation Activities Prior to Pavement Preservation Treatments."
- Served as a panel member on NCHRP Project 14-48, "Construction Guide Specifications for Pavement Treatments – Sand Seals and Ultra-thin Bonded Surface Treatments."
- Serving as a panel member on NCHRP Project 10-131, "Implementation of Full-Scale Laboratory Tests to Determine Performance Properties of Geosynthetic-Reinforced Pavements."
- Conducted research on roundabout pavements in splitter islands and truck aprons, which led to development of a formalized guidance document and guide sheets.
- Serve as a member and contributor to Trans. Pooled Fund: Pavement Surface Properties Consortium – managing the pavement properties for improved safety (TPF-5(345)).

**Engineering Services - Pavement Design Unit**  
**Engineering Services - Pavement Management Unit**  
**Project Engineer**  
 Newington, CT

10/2019 – 10/2020  
 10/2015 – 10/2019

In this position I worked as a lead transportation engineer utilizing technical expertise to review projects and assist in delivery of pavement related projects throughout Department. As the senior engineer for project-level activities, I was responsible for directing engineers in the development of project scopes, designs and contract documents for the delivery of various roadway projects, including the Department's annual Pavement Preservation Program. Primary responsibilities of this position also included review and approval of consultant designs, construction support and knowledge of pavement

material properties and their performance. This position required strong problem solving, interpersonal and technical skills. Although some work areas overlap with those outlined in my current position above the following are some areas of involvement and accomplishment while in this position:

- Served as a panel member on NCHRP Project 14-37, "Guide Specifications for the Construction of Chip Seals and Microsurfacing."
- Member of expert task group for implementation of PCP, which involves collaboration with precasters, contractors, other state agencies, federal agencies and consultants. This group was recently rolled into a larger pavement and materials technical feedback group, which will continue to meet under the direction of FHWA, while covering all aspects of concrete pavement planning, design, construction and preservation.
- Served as a member and contributor to Trans. Pooled Fund: Pavement Surface Properties Consortium – a research program at Virginia smart road phase 2. (TPF-5(141))
- Contributed to the scoping and implementation of the first HFST in CT for the purpose of reducing crashes.
- Served as secretary on the Department's asphalt specification committee. This group is responsible for reviewing and updating Section 4.06 – Bituminous Concrete and Section M.04 – Bituminous Concrete Materials.
- Serve on subcommittee responsible for developing 10-year pavement rehabilitation list for the Department.

**Engineering Services - Pavement Management Unit**  
**Project Designer**  
Newington, CT

09/2014 – 10/2015

Responsible for developing project scopes, designs and contract documents for the delivery of various roadway projects, including an annual preservation program. Primary responsibilities of this position also included review and approval of consultant designs, construction support and knowledge of pavement material properties and their performance. This position required strong problem solving, interpersonal and technical skills. This position also required participation and coordination of workshops, peer exchanges and research studies to promote and implement new technologies, which required public speaking skills. This required communication with internal staff, consultants, research agencies, town representatives, contractors and federal agencies. Duties also included assessment of surface properties for the purpose of developing better designs that improve safety by reducing risks in areas with a high occurrence of traffic accidents.

**Highway Design - State Design**  
**Project Designer**  
Newington, CT

12/2013 – 09/2014

The duties of the position included working independently to prepare plans, estimates, specifications, reports and permits under the direction of a senior engineer on highway design projects. Responsible for working on pavement preservation projects and geometric design projects which included development of profiles and cross sections. Responsible for making mathematical computations for analyzing and evaluating drainage designs as well as horizontal and vertical geometry. Duties also include preparation of technical engineering and administrative reports in order to coordinate with bridge, traffic, drainage and environmental groups for the completion of highway design plans. Became proficient in the use of various software packages including InRoads and MicroStation.

**Vanasse Hangen Brustlin, Inc.**  
**Pavement Engineering Group**  
**Pavement Engineer**  
Middletown, CT

6/2011 – 11/2013

In this position I worked on a team focused on pavement design, construction inspection, pavement management and materials evaluation for preservation, rehabilitation and reconstruction projects. Duties included working independently to prepare plans using AutoCAD, cost estimates, specifications, pavement cross section designs, construction progress reports and pavement management reports. Position regularly included coordination with towns, other consultants and contractors. This position involved managing and inspecting roadway construction activities which included materials testing. This position required strong communication skills when concerns and unforeseen conditions were met during construction. This position included membership in the American Public Works Association. The following are a few clients I worked with and my responsibilities:

Boston, MA: Responsible for materials testing, report preparations, job mix formula approval and design recommendations based on field conditions and soil investigation for the City's annual paving program. Responsible for collecting and filing field tonnage reports for payments and reviewing field test reports for transmittal to client.

Bridgeport, CT: Worked on site as one of the City's QA representatives during Bridgeport's annual paving program. Responsible for tracking in place Hot Mix Asphalt (HMA) milling operations for quality acceptance, quantity and payments. Also involved with evaluating HMA in place densities, and quantities for payment requests and reporting.

Communicated directly with contractor in the field in order to report back to project managers.

Meriden, CT: Worked on numerous pavement design projects for the City's annual roadway program. Working for the City gave me the unique ability to contribute all the way through the process from roadway evaluation to construction completion. I was frequently involved in materials sampling and testing, pavement design and construction inspection. In addition, I was involved in report preparation and development of contract documents.

National Park Service: Prepared detailed construction plans, which included quantifying construction materials. Responsible for assembling construction cost estimates and preparing both pavement preservation and design reports. Performed detailed assessments of roadways involving the determination of specific pavement distresses, as well as other general roadway conditions, such as drainage and ride quality in order to develop preservation and design recommendations.

Providence, RI: Performed detailed assessments of public roadways involving the determination of specific pavement distresses, as well as other general roadway conditions such as drainage and ride quality to assist in preventative maintenance and reconstruction planning for the City's pavement management program.

**UMass Dartmouth**

9/2009 – 5/2011

**Highway Sustainability Research Center**

**Research Assistant**

Fall River, MA

Duties included assisting with designing and verifying hot mix asphalt and warm mix asphalt mix designs as well as assisting with testing road materials following AASHTO and ASTM standards. Responsible for assisting on research projects in the areas of pavement fatigue failure, moisture susceptibility, thermal cracking and various recycling applications for both state and federal projects. This position required technical engineering and administrative report writing. This position developed skills in analyzing data and problem solving.

**Rhode Island Department of Transportation**

5/2010 – 8/2010

**Materials Section**

**Engineering Intern**

Providence, RI

Began at material laboratory for materials testing qualification and was then stationed at the Sakonnet River Bridge project in Tiverton, RI. This was a multimillion-dollar project which included: MSE walls, deep pile foundations, concrete piers and footings, and asphalt road construction. Responsibilities included: updating project plans with materials testing information, report preparations, construction inspection as well as QA testing of concrete placements, gravel placements and asphalt paving. The internship incorporated a final project which included an engineering report and PowerPoint presentation.

**Baker's Landscaping**

5/2007 – 8/2009

**Masonry Division**

**Mason/Laborer**

Norton, MA

Responsible for participating in timely and accurate project completion while working with a team that built walls, walkways and patios. Gained experience working with retaining walls and drainage systems, acquired knowledge of cost estimation and gained firsthand experience of the common challenges faced during construction projects.

**EDUCATION**

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**University of Massachusetts Dartmouth**

North Dartmouth, MA

B.S., *summa cum laude*, Civil Engineering

**CERTIFICATIONS / LICENSES**

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- Professional Engineer License #PEN.0032054
- Certification in Construction Management from the University of Hartford Construction Institute

**REFERENCES**

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Available Upon Request

List of References:

- Gordon Daring, P.E.
  - Managing Director at VHB, Inc (role is changing as he is now retired – moving into a liaison role)
  - Worked for Gordon at VHB where I provided pavement services to many municipalities.
  - Performed pavement management studies under Gordon’s direction for the City of Hartford, City of Providence, Yarmouth Mass, Southbridge Mass and others.
  - E: [Gdaring@vhb.com](mailto:Gdaring@vhb.com)
  - P: 860-573-9856
  
- Howard Weissberg, P.E.
  - Deputy Public Works Director of Middletown, CT
  - Previously the Public Works Director of Meriden, CT
  - Worked with Howard on their roadway program extensively in the Town of Meriden while at VHB. From field investigation and sampling, project scope and design, and field inspection during construction.
  - Continue to interact with Howard on various pavement topics many of which relate to pavement preservation strategies and concepts.
  - E: [howard.weissberg@middletownct.gov](mailto:howard.weissberg@middletownct.gov)
  - P: 860-638-4850
  
- Ed Block, P.E.
  - Supervising engineer at CTDOT
  - Worked for Ed for a time at CTDOT when he was leading the Pavement Management Unit until he moved to a new role but I continue to work with him regularly on projects and programs.
  - E: [Edgardo.block@ct.gov](mailto:Edgardo.block@ct.gov)
  - P: 860-490-7305
  
- Dr. Walaa Mogawer, P.E.
  - Director of the Highway Sustainability Research Center, UMass Dartmouth
  - Worked for Dr. Mogawer at UMass where I really developed a passion for pavements. I continue to interact with him related to research and advancements in pavements.
  - E: [wmogawer@umassd.edu](mailto:wmogawer@umassd.edu)
  - P: 508-910-9824

I am happy to provide additional references upon request.

## Taryn Scott

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**From:** Joseph Leone  
**Sent:** Friday, April 26, 2024 3:49 PM  
**To:** Bernard Dennler  
**Cc:** Taryn Scott; Heide Perham  
**Subject:** Shim Paving BOS/Approval  
**Attachments:** Shim Paving quote.pdf

Bernie,

Please see the attached for BOS review and approval. We are required to shim pave to level any roads receiving chip seal. Shawn Stula has provided us a labor only day rate with this quote. He stated that this work will take 3 days but I suggest that we budget for 4 days (\$22,680) just in case it is needed.

This qualifies for a bid waiver because of the type of quote Shawn provided us. It is a labor/equipment only quote placing hotmix furnished by the town. Other contractors price based on furnish and install. Shawns style of contract save the town money because we are contracting this work without the markup on material

Thanks!

Joe

## SECTION F WAIVER OF REQUEST FOR PROPOSAL/COMPETITIVE BID PROCESS

In certain situations the bidding, quotation, and proposal processes described in this document may be waived even though the estimated cost exceeds the dollar threshold established in "Section A: Definitions & General Requirements."

The formal process may be waived for any of the following reasons:

- Only one (1) reasonable or qualified source can be identified, including those furnished by monopoly utility. The Purchasing Agent will make the final determination of single source purchases.
- Time is a critical factor.
- A formal process would result in substantially higher costs to the Town or Board of Education, inefficient use of personnel, or cause substantial disruption of Town or Board of Education services.
- Tuition and other services as determined by Planning and Placement Team (PPT).
- Those exempted or determined by law.

The First Selectman or Superintendent may grant a waiver for any of the above-listed reasons. Upon granting such a waiver, the First Selectman or Superintendent must, in writing, state the reason(s) for granting such waiver and shall notify the Board of Selectmen or the Board of Education as applicable of such action by electronic means.

If within two business days following such notification two members or more of such board as applicable objects to the granting of such waiver then the waiver shall be suspended pending approval of the full board. No bids shall be awarded pursuant to this process until two business days have elapsed.

A waiver for any reason other than those above requires the approval of the Board of Selectmen or Board of Education as applicable. For a requesting department or school to obtain a waiver, a written waiver request including specific reasons for the waiver shall be provided to the First Selectman or Superintendent. The request must be signed by a department head, principal, or director. Upon receipt of the waiver request, the First Selectman or Superintendent will notify the requestor if the waiver has been granted.

Joseph Leone, EIT, M.Ed  
Director of Public Works  
127 Norwich Ave, Colchester CT, 06415  
Direct: (860) 537-7286

**Stula Enterprises**  
 362 Wawecus hill rd.  
 Norwich Ct. 06360

# Proposal

**Proposal Date:** 4/25/2024

**Proposal #:** 286

**Project:** Shim Paving

**Bill To:**

Town Of Colchester  
 Colchester Ct. 06415

HIC # - HIC.0645245 Electrical # - ELC.0203255-F1 Septic # - 006267 Piping # - PLM.0288885-P7	
Phone:	E-mail
860-639-1351	Shawn@StulaLLC.com

Description	Rate	Est. Qty.	Total
<p>Labor and equipment to Shim pave various roads around town, on roads including but not limited to Jurach Rd, Shugrue, Stula Ln, Lake Hayward rd, and bull hill. Exact areas to be paved to be decided while on site with highway foreman during paving process. Price includes the following.</p> <ul style="list-style-type: none"> <li>- Paving box - \$ 145/Hr</li> <li>- Roller - \$ 100/Hr</li> <li>- Truck and trailers for moving equipment - Included with equipment costs</li> <li>- Equipment operators - Included with equipment costs</li> <li>- Labor for spreading tack coat, shoveling, raking, etc. - 4 @ \$65/Hr.</li> </ul> <p>This price does not include traffic control, and this price does not include any materials. Town is to pay directly for asphalt, Trucking for asphalt, and buckets of tack coat directly. It is recommended the town has the asphalt company send 2 tri-axle dump trucks for trucking for maximum efficiency of the paving project. Invoicing to be billed daily including setup and cleanup. The estimated Qty in this quote is for a 9 hour day actual hours for day can change based on job conditions.</p> <p>Cost per Hour for 2 flaggers for traffic control, and associated signs Would be an Additional 125/Hr.</p>	505.00	9	4,545.00
<b>Subtotal</b>			\$4,545.00
<b>Sales Tax (6.35%)</b>			\$0.00
<b>Total</b>			\$4,545.00



## Taryn Scott

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**From:** Joseph Leone  
**Sent:** Friday, April 26, 2024 5:13 PM  
**To:** Bernard Dennler  
**Cc:** Taryn Scott; Heide Perham; Sal Tassone; Tyler Molcan  
**Subject:** Chipseal for BOS Review and Approval  
**Attachments:** Town of Colchester Ct - 20\_ Rubber Quote.pdf; Rubberized Chip Study Michigan Tech.pdf; All States Construction 23PSX0102 Exhibit B (2).xlsx; Comer Contracting 23PSX0102 Exhibit B.xlsx; The Gorman Group 23PSX0102 Exhibit B (1).xlsx; Tilcon Connecticut 23PSX0102 Exhibit B.xlsx

Bernie,

Please see the attached for the BOS award and approval for rubberized Chip seal. I have attached the state bid results, the quote, and a Michigan Tech Study showing the benefits of rubberized emulsion for the chip seal in lieu of the cheaper water based.

The Notables of this project are:

- Project duration: 4 days to take place in late June early July
- Price is \$5.65/SY which is \$.10 (or 1.8%) cheaper than the lowest bid in state bid "23PSX0102". You can find the award information here: <https://portal.ct.gov/das/ctsource/bidboard>
- Benefits to rubberized emulsion
  - Rubberized has a 12 Year lifetime vs the 5-7 year lifetime of conventional
  - Rubberized is more durable/pliable in northern climates with frost heaves.
  - Rubberized chipseal will be swept immediately, reducing construction impact to residents.
  - Rubberized has .6 gal of asphalt/SY vs conventional water based with only .3 gal asphalt/SY.
  - Rubberized is thicker due to more asphalt/SY and the rubber crumb used.
  - Green: 1 mile of 24 wide road of rubberized chipseal contains 1200 recycled passenger tires

Work will take place on the following roads:

- Shugrue Rd 660 FT
- Jurach Rd 2,040 FT
- Lake Hayward Rd 6,712 FT
- Whindham Ave 12,110 FT
- Bull Hill Road to River Road 12,727 FT

Total Length of Road: 34,249 FT or ~6.5 miles.

Total cost is \$489,318.25

(TANGENT: For future reference, let's compare this number with our current budget of \$540,000... if we were to maintain our roads on an annual basis just to keep up with their deterioration using chip seal:

- \$489,318.25/6.5 miles = \$75,279/mile.
- The chip seal lasts for 12 years. We have ~107 miles of improved road in town = 8.92 miles of road maintained each year
- Assuming no inflation, we would at minimum need to put aside 8.92mi \* \$75,279/mi, or \$671,237 just to keep up with deterioration at the best lifetime estimate. This dollar value includes no actual paving, no unforeseen repairs, and no improvements to our roads)

Thanks!

Joe

**Joseph Leone, EIT, M.Ed**

**Director of Public Works**

127 Norwich Ave, Colchester CT, 06415

Direct: (860) 537-7286



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**From:** Harold House <hhouse@asmg.com>

**Sent:** Friday, April 26, 2024 9:57 AM

**To:** Joseph Leone <jleone@ColchesterCT.gov>

**Subject:** 20% Rubber Stone Seal

Good morning Joe,

Please see the attached street list. The price of \$5.65/sy is \$0.10 below our low state bid price. If you have any questions, or you would like me to schedule this work, please let me know. Once again, thank you for meeting with me.

Thanks,  
Huck

Harold "Huck" House  
Sales Representative  
All States Materials Group  
325 Amherst Road, PO Box 91  
Sunderland, MA 01375  
(413) 478-9257  
[www.asmg.com](http://www.asmg.com)

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# All States Construction, Inc.

PO Box 91, Sunderland, MA 01375 · 413.665.7021

## PROPOSAL-CONTRACT

<b>Buyer</b>	Company <b>Town of Colchester</b>	Contact <b>Joe Leone</b>
	Address <b>Department of Public Works</b>	Telephone <b>(860) 537-7286</b> Ext
	City <b>Colchester</b> State <b>CT</b> Zip <b>06415</b>	Facsimile Email <b>jleone@colchesterct.gov</b>

<b>Project</b>	Description <b>20% Liquid Asphalt Surface Treatment</b>	Proposal No	Contract No
	Location <b>Various Town Roads</b>	Date <b>4/26/2024</b>	May Be Withdrawn After <b>30</b> Days

We are pleased to propose the following:

Description/Materials	Estimated Quantity	Unit	Price	Estimated Total
1. Shugrue Road - approx. 660' x 18' w/80" cul-de-sac	1,878	SY	\$ 5.65	\$ 10,610.70
2. Lake Hayward Road - approx. 6712' x 22'	16,407	SY	\$ 5.65	\$ 92,699.55
3.a Windham Ave. - approx. 11534' x 24'	30,757	SY	\$ 5.65	\$ 173,777.05
3. b Windham Ave. - approx. 576' x 30'	1,920	SY	\$ 5.65	\$ 10,848.00
4. Bull Hill Road - approx. 12727' x 22'	31,110	SY	\$ 5.65	\$ 175,771.50
5. Jurach Road - approx. 2040' x 20'	4,533	SY	\$ 5.65	\$ 25,611.45
			<b>TOTAL</b>	<b>\$ 489,318.25</b>

\* PRICE PER SY IS BASED ON A MINIMUM OF 50,000 SY

\* CT BID #23PSX0102

\* BASE LIQUID ASPHALT PRICE OF \$585.00/TON

**MOBILIZATIONS:** Prices are based on 1 Mobilization. Additional mobilizations which become necessary will be subject to a charge of \_\_\_\_\_ each.

**BUYER-PROVIDED SERVICES:** The services marked below are to be provided by Buyer:

Dig Safe Permit	Remove Excess Material	Trucking	Covers/ Masking	Addition of Material	Sweeping	Dust Control	Traffic Control	Fine Grading	Engineering	Grades/ Layouts	Adjust Structures	Sawcutting	Roll/ Compact
							✓				✓		

**STANDARD CONDITIONS:**


- All fees, permits, and engineering will be the responsibility of the Buyer unless otherwise noted above. No bonds will be supplied.
- Above quantities are estimates only and are subject to adjustment determined by Field Measure unless otherwise noted above.
- Contractor will commence and complete its work within a mutually agreed schedule, and will not be responsible for delays caused by weather, or by force majeure, work strikes or stoppages, or other causes beyond its direct control. Buyer will pay for work completed based upon Field Measure at the above prices.
- Buyer agrees to indemnify and hold harmless Contractor from and against any claims, demands, actions or suits arising out of Buyer's handling, use, or misuse of goods purchased under this Contract, or any third party claims arising from this sale of goods. Buyer shall not be entitled to recover incidental, special, punitive, or consequential damages arising out of Contractor's performance under this Contract.
- Waiver of, or failure to enforce, any rights under this Contract by Contractor or Buyer shall not be considered a continuing waiver or a waiver of other rights. If any portion of this Contract is determined to be unenforceable, the remainder of the Contract shall remain in full force and effect.
- Payment terms are net 30 days, without retainage permitted, unless otherwise stated above, and subject to Contractor's credit approval. Contractor may set off past due balances against any amount due or which becomes due to the Buyer by Contractor or any of its affiliates or subsidiaries. Balances not paid within terms are subject to default interest at 1.5% monthly percentage rate. In the event the account is overdue or Buyer is otherwise in breach, placed for collection, Buyer agrees to reimburse Contractor all collection costs including reasonable attorney's fees, disbursements, default interest and court costs. Contractor reserves all rights to file lawfully permitted liens and other remedies.
- To the extent allowed by law, title to goods sold and all risks pass to the Buyer when goods are tendered to it. Contractor warrants good title prior to the sale and that its goods and services conform to industry standards, but expressly disclaims all implied warranties of merchantability or fitness for a particular use.

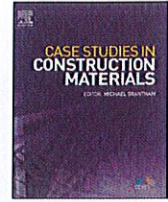
This Contract constitutes the entire agreement between the Contractor and Buyer and may only be modified by a written amendment executed by both parties. This Proposal may be becomes a binding Contract only upon signing by both parties, and Contractor's credit approval of Buyer. **ALL PARTIES WAIVE TRIAL BY JURY.** Massachusetts laws shall apply and Massachusetts courts shall have exclusive jurisdiction over any disputes.

**BUYER**

Signature \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_

**CONTRACTOR**

Signature   
 Name **Huck House**  
 Title **Sales**  
 Date **April 26, 2024**



# Comparison of asphalt emulsion-based chip seal and hot rubber asphalt-based chip seal

Dongzhao Jin, Lei Yin, Kai Xin, Zhanping You\*

Department of Civil, Environmental, and Geospatial Engineering, Michigan Technological University, MI 49931, USA

## ARTICLE INFO

### Keywords:

Emulsion asphalt  
Hot rubber asphalt  
Chip seal  
Interlayer shear strength  
Interlayer tensile strength  
Cyclic load  
Multiple freeze-thaw

## ABSTRACT

The use of asphalt emulsion chip seal and hot rubber chip seal as pavement preservation techniques has been gaining popularity. This study aims to compare the laboratory performance of asphalt emulsion and hot rubber asphalt used in chip seal applications. Interlayer shear strength (ISS) and interlayer tensile strength (ITS) tests were designed to evaluate the bond quality of the chip seal samples prepared for both materials. The sweep test was used to estimate the aggregate loss of the chip seal on the asphalt pavement. The universal testing machines were used to evaluate the deterioration of the ISS and ITS values under cyclic load conditions, while the tensile and shear bond properties of chip seals under wet-freeze conditions were evaluated using freeze-thaw cycles. Results showed while both materials experienced a decline in their ISS and ITS values following repeated cycles of load and freeze-thaw, the hot rubber chip seal demonstrated significantly higher ISS and ITS values than the asphalt emulsion chip seal (48–111% and 36–102%, respectively). Moreover, the hot rubber chip seal exhibited better performance in terms of aggregate retention and cohesive strength. The aggregate gradation would affect the aggregate retention and cohesive strength. Nonetheless, both treatments are deemed acceptable for pavement maintenance. The weak bond between hot rubber asphalt or asphalt emulsion and aggregate could be attributed to cyclic load and freeze-thaw conditions.

## 1. Introduction

Maintenance is crucial to enhance the service life of pavements [1]. In recent years, chip seal has emerged as an economic and environmentally friendly maintenance strategy and has been applied on numerous roads [2]. This technique involves the application of asphalt cement or emulsions on the original road surface, followed by the placement of cover aggregates or chips. The resulting chip seal layer provides protection to the pavement against the damaging effects of environmental factors such as sunlight and water, while also improving surface friction.

Despite the above benefits of chip seal, the aggregate loss due to poor bond remains a major concern for its long-term effectiveness. To address this issue, several researchers have studied the cohesion and adhesion between the chips and asphalt used in seal coat applications. The Vialit adhesion test has been widely used to evaluate the aggregate loss mass between asphalt binder and aggregate [3]. However, Jordan et al. [4,5] have highlighted the limitations of Vialit test in revealing the true properties of the chip seal. Howard et al. [6] studied the adhesion between aggregate and asphalt binder by the frosted marble test. This method has shown promise in evaluating the performance between aggregate and asphalt binder. Akilli et al. [7] studied the cohesion force between aggregate and

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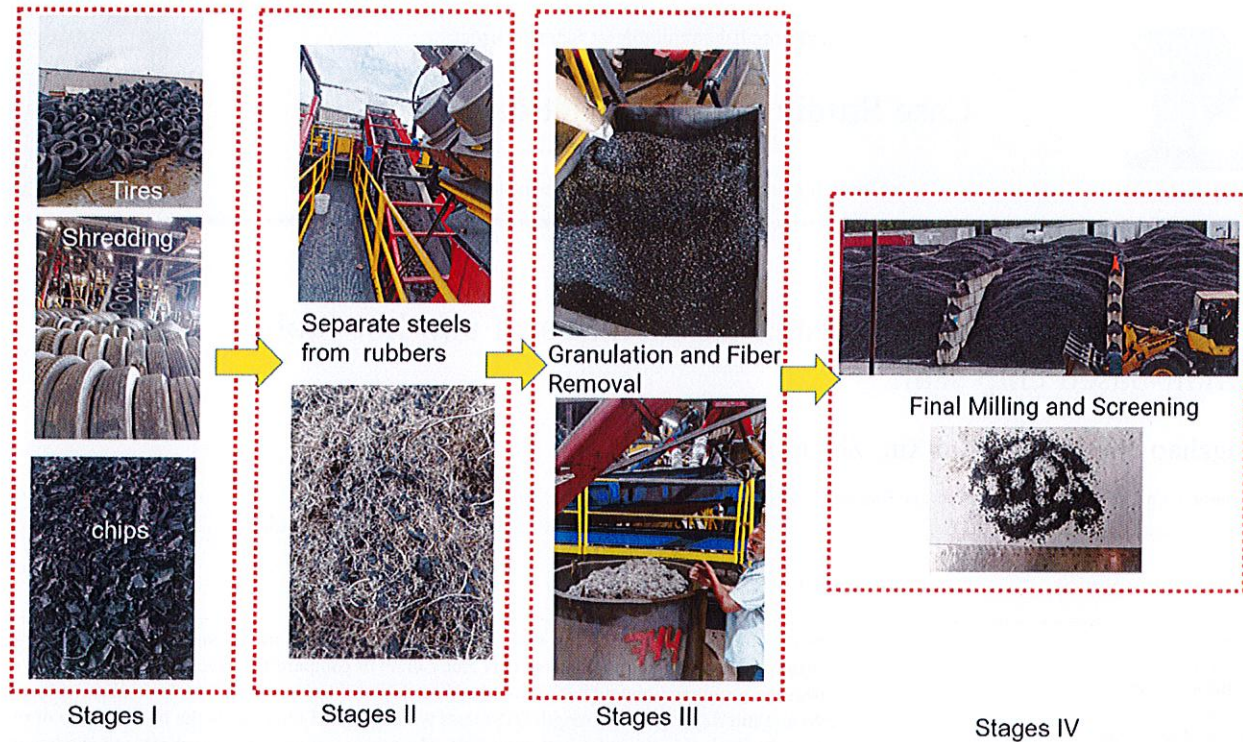


Fig. 1. Scrap tire process and crumb tire rubber applied in this research.

asphalt binder using the pull-off test, their results demonstrated that the tensile force can be used to correlate the coated area between the aggregate and asphalt binder, providing a valuable insight into the effectiveness of chip seal. Kandhal et al. [8] developed the Pennsylvania aggregate retention test, which uses a sieve shaker to estimate the aggregate loss and simulate the influence of traffic on chip seal properties. The National Cooperative Highway Research Program (NCHRP) suggests the sweep test [9] to evaluate the aggregate loss properties of the chip seal layer. You et al. [10,11] studied the bonding capacity of the chip seal layer and found that as the number of moisture and temperature changed, the cohesion and adhesion properties between the laboratory samples and the mixture foundation dropped.

Pavement surface bleeding is an also important factor that can effectively reflect the bond quality of chip seals which had been studied in recent years [12–14]. Aktaş et al. [15] studied chip seal performance with an accelerated chip seal simulation device. They found that this test could well reflect the properties of chip seal bleeding and aggregate loss under the moving load and controlled temperature. Chaturabong et al. [16] used the modified loaded wheel test to assess the bleeding properties of the chip seal and identified aggregate embedding as a primary cause of bleeding. Kim et al. [17] studied the effect of excessive asphalt with chip seals using a model mobile loading simulator, which allowed for a direct comparison between field and laboratory specimens and revealed a strong correlation between the two. Boz et al. [18] used the Hamburg wheel tracking device to assess the bleeding of chip seal and identify the relationship between embedment and bleeding results.

The numerical simulation methods on chip seals have also been widely adopted by researchers to investigate the bond quality of chip seal. Finite element models offer the possibility of virtual monitoring of stress and strain distributions within the chip seal structure. Kutay et al. [19] utilized finite element models to investigate the embedment percent of chip seal properties and found that tensile stresses would cause the aggregate reduce the bond with the binder, resulting in chips loss. Furthermore, they demonstrated that an increase in embedment percentage leads to a reduction in the amplitude of tensile strains, resulting in a more robust and embedded chip seal pavement. Huurman et al. [20] assessed chip seal performance by finite element models and revealed the stress and strain relationship between aggregate and asphalt, which contribute to the development of the chip seal structure. Kathirgamanathan et al. [21] used finite element models to study the cohesion and stability of chip seal layer with different asphalt types and compared the results with laboratory tests. Gerber and Jenkins [22] conducted a damage assessment of chip seals using finite element modeling. Liang et al. [23] developed a discrete element model to investigate the penetrating and consolidating properties of an seal coat HMA through numerical simulation and laboratory tests.

The bond quality between the asphalt and the covered aggregate is the essential factor that affects the durability of the of chip seal pavement. The performance of chip seal is influenced by several factors, including the bond strength between aggregate and asphalt, freeze-thaw conditions, and vehicle load on the chip seal layer. The aggregate loss is particularly critical as it can significantly impact the overall performance of the chip seal. However, there is surprisingly limited understanding of the performance of hot-rubber chip seal. Meanwhile, although both hot rubber chip seal and asphalt emulsion chip seal have been applied on roads in Michigan, there has been a limited study conducted on the hot rubber chip seal and asphalt emulsion chip seal in this region. Therefore, the objective of this

**Table 1**  
Gradation of the aggregate and crumb rubber utilized in this research.

Sieve size (mm)	Cumulative percent passing (%)		
	Chip #1: Granite FA-2.5	Chip #2: Granite FA-2.0	Crumb rubber
12.5	100	100	100
9.5	99.8	100	100
6.3	64.4	98.95	100
4.75	21.4	45.45	100
2.36	0.55	0.55	100
1.18	NA	NA	95.9
0.6	NA	NA	30.4
0.3	NA	NA	4.9
0.15	NA	NA	0.3
0.075	NA	NA	0

NA means not available.

**Table 2**  
The technical properties of the hot rubber asphalt and emulsified asphalt.

Properties	Hot rubber asphalt	Emulsified asphalt
Viscosity (135 °C, Pa·S)	4.752	0.4378
Unaged $G^* / \sin \delta$ (58 °C, kPa)	11.26	1.6962
RTFO aged $G^* / \sin \delta$ (58 °C, kPa)	16.635	4.5617
PAV $G^* \times \sin \delta$ (16 °C, kPa)	3103	2580.6



(a) 3D view of preparation mold

(b) Sample prepared

(c) Sample compacted before curing

Fig. 2. Chip seal sample preparation process.

study is to characterize the tensile and shear bond performance of asphalt emulsion and rubber-modified asphalt in chip seal application. Specifically, fatigue performance with cyclic load and repeated freeze-thaw cycles will be characterized to evaluate the tensile strength and shear strength deterioration between the two materials. Additionally, the field construction between rubber chip seal and asphalt emulsion will be demonstrated. Finally, the field pull-off test performance of rubber chip seal and asphalt emulsion chip seal will be measured and compared.

## 2. Materials and experiments

### 2.1. Asphalt binder, aggregate, and rubber

The asphalt binders used in this study are asphalt emulsion (64.8% residue content) and rubber-modified asphalt (crumb rubber weight is 16% by weight of PG 58–28 hot mix asphalt). All the aggregate used in this study was washed and dried in the oven before being applied to the asphalt at a rate of 0.36 gal/yd<sup>2</sup>. The asphalt binder's basic properties met the specification's requirements of AASHTO M 320. The non-destructive method for asphalt emulsion drying involved eDry equipment from InstroTek Inc. Drying time is less than 30 min, and it enables laboratories to recover the residual asphalt of emulsion without changing the binder properties. The residual asphalt was used to prepare the chip seal samples. The scrap tire process and crumb rubber used in this study are shown in Fig. 1. Companies buy and collect used tires from individuals, gas stations, tire shops, etc. Stage I is shredding the used tires into chips. Stage II is removing the steel wire. The wire must first be removed beforehand to recycle automobile tires. The rubber advances to the following stage while the revived steel is employed to create more steel products. Stage III is granulation and fiber removal, and Stage IV is final milling and screening. The screening stage is necessary to ensure there are no wires or other contaminants left that can affect the further usage of the rubber. The density of the rubber used in this study is 1.17 g/cm<sup>3</sup>. The gradation of the crumb rubber and

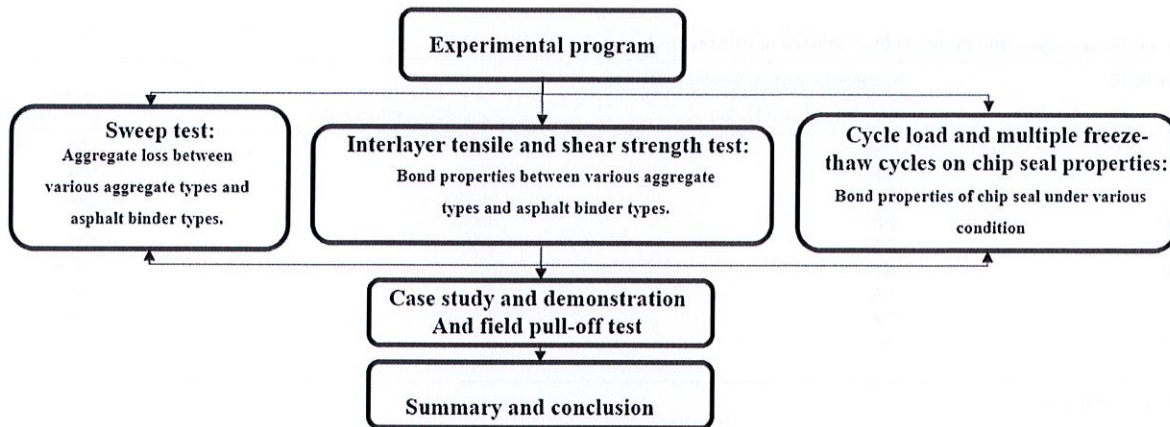


Fig. 3. Test programming in this study.



Fig. 4. Sweep test apparatus set-up.

aggregate are shown in [Table 1](#). The technical properties of the hot rubber asphalt and emulsified asphalt are shown in [Table 2](#).

## 2.2. Chip seal sample preparation

As shown in [Fig. 2](#), in this research, the lab chip seal is prepared according to the model shown in [Fig. 2\(a\)](#) and [\(b\)](#). This procedure is used to simulate the random distribution of spray aggregate on the pavement overlay. Then, Emulsion/binder, aggregate, and other chip seal components were applied to and seated on asphalt concrete substrates with a diameter of 100 mm and a height of 55 mm and then compacted by a cyclic load testing machine with 600 kPa pressure and a frequency of 0.1hz for 25 cycles [24]. The application ratio of the rubber chip seal and asphalt emulsion chip seal is 0.36 gal/ yard<sup>2</sup> (1.63 L/m<sup>2</sup>).

## 2.3. Test programs

The tests conducted in this study include the sweep test, interlayer tensile strength test, and interlayer shear strength test, and then the cyclic loads and repeated freeze-thaw cycles on the seal coat sample for interlayer tensile and shear bond tests, respectively. Finally, the case study of the hot rubber chip seal and asphalt emulsion chip seal were demonstrated, and field pull-off test was conducted between hot rubber chip seal and asphalt emulsion chip seal. [Fig. 3](#) displays the test flowchart's details.

### 2.3.1. Sweep test

The curing performance properties of asphalt and aggregates are assessed using the sweep test, which simulating the brooming of surface treatment in the laboratory. A force is applied to the aggregate used in surface treatments using a brush that was made to closely resemble the sweeping motion of a broom. An asphalt felt disk is coated with asphalt. The bituminous emulsion is coated with aggregate and then embedded with it. The sample is conditioned at 35 °C for an additional hour before testing. The sample's surface is rubbed with a nylon brush. The test is halted after one minute of abrasion, any loose aggregate is taken out, and the percent mass loss is

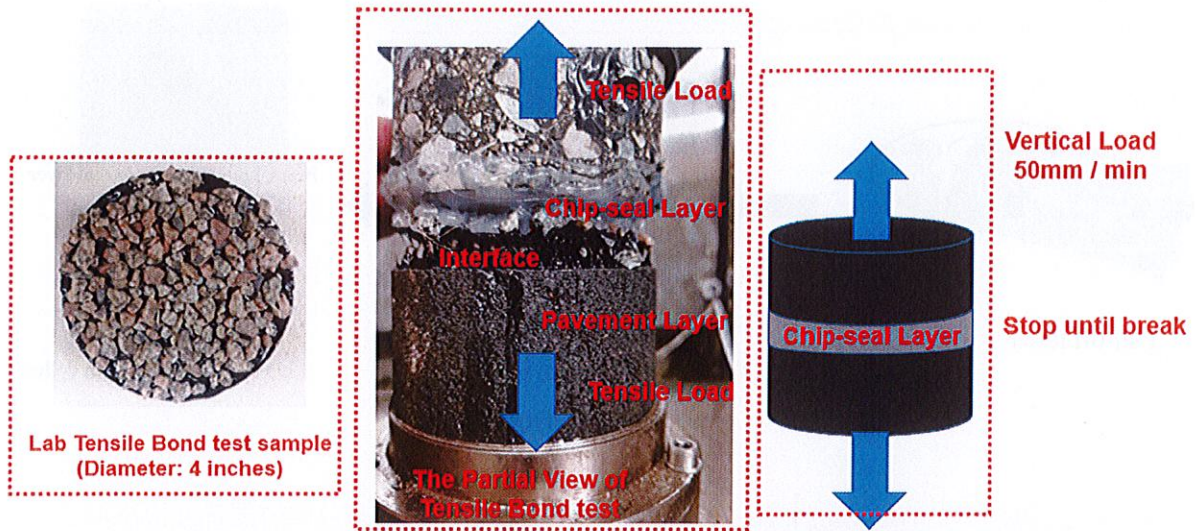


Fig. 5. Interlayer tensile strength test.

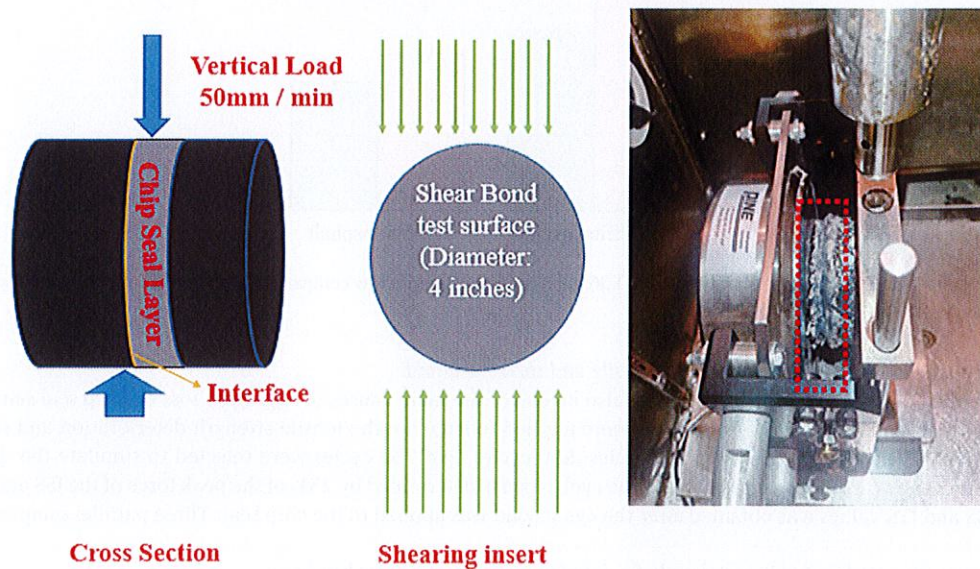


Fig. 6. Interlayer shear strength test.

computed. Three parallel samples were tested. A typical sweep test is shown in Fig. 4.

### 2.3.2. Interlayer tensile strength test

A tensile bond break may be one of the main causes of aggregate loss on chip seal samples. The objective of the interlayer tensile strength test is developed to evaluate the interlayer tensile strength between aggregate and asphalt. The samples are prepared in the lab, and the sample is subjected to a vertical load at a speed of 50 mm/min. The test does not stop until the sample breaks, and then the peak load of the sample is recorded, and the tensile bond strength is calculated. The test temperature is 25 °C. Three parallel samples were tested. A typical interlayer tensile strength test is shown in Fig. 5.

### 2.3.3. Interlayer shear strength test

The shear bond break may be another main cause of aggregate loss on chip seal samples. The interlayer shear strength test was designed to estimate the ISS of the chip seal layer between aggregate and asphalt binder. The samples are prepared in the lab, and then the sample is subjected to a vertical load at a loading rate of 50 mm/min. The test does not stop until the sample breaks, and then the peak load of the sample is recorded, and the shear bond strength is calculated. Three parallel samples were tested. A typical interlayer tensile strength test is shown in Fig. 6.



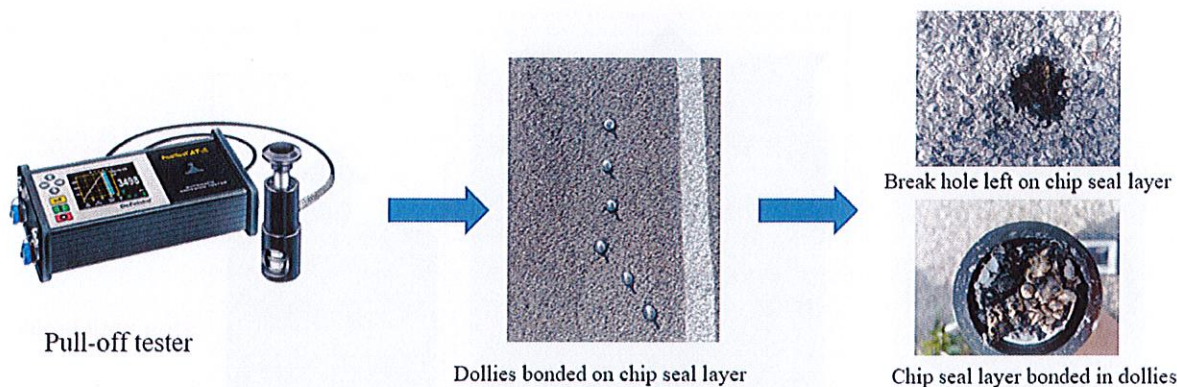


Fig. 7. A typical field pull-off test procedure.

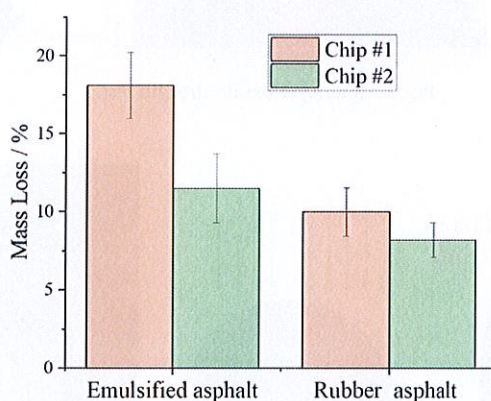


Fig. 8. Sweep test results. Note: the application ratios are at  $0.36 \text{ gal/yd}^2$ , and it is quite low compared with the field application ratio ( $0.65 \text{ gal/yd}^2$  for rubber asphalt and  $0.42 \text{ gal/yd}^2$  for emulsion asphalt).

#### 2.3.4. Cyclic loads on chip seal sample for interlayer tensile and shear bond test

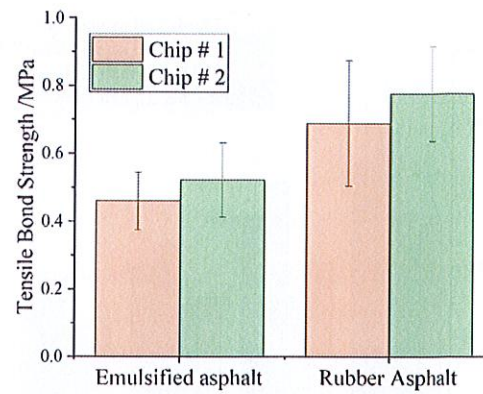
Cyclic loads applied on the pavement by tires may also be one of the main causes of aggregate loss on chip seal samples. Tests of cyclic tensile and shear load on the chip seal sample were applied to simulate the tensile strength deterioration and shear strength decreases, respectively. Various cycle times of 250 cycles, 500 cycles, and 750 cycles were selected to simulate the different accumulation damage processes on the chip seal samples. The cyclic load is determined by 25% of the peak force of the ISS and ITS test. The decrease in the ISS and ITS values was obtained after the cyclic load was applied to the chip seal. Three parallel samples were tested.

#### 2.3.5. Multiple freeze-thaw cycles of chip seal sample for interlayer tensile and shear bond test

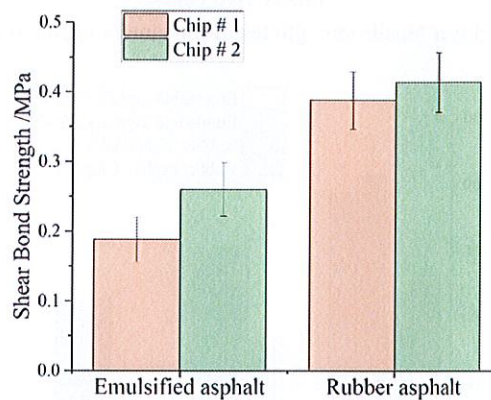
Temperature change during the day in wet and cold regions is also a significant issue that may cause an aggregate loss in chip seals. Therefore, freeze-thaw cycles were conducted for the seal coat samples, and then tensile and shear bond strength were estimated. The following is the detailed method for a single freeze-thaw cycle: i) seal coat samples were submerged in a water bath at  $25 \text{ }^\circ\text{C}$  for 6 h; ii) samples were put in a refrigerator at  $-18 \text{ }^\circ\text{C}$  for 6 h and then submerged in a room temperature water bath for 6 h. If the sample required more than one round of freeze-thaw cycles, step ii) was repeated until the entire number of cycles was reached. The decrease in the tensile and shear strength value was obtained after freeze-thaw cycles were applied to the seal coat. Three parallel samples were tested.

#### 2.3.6. Field pull-off test of conventional chip seal and rubber chip seal layer

The Field pull-off test device is an electronically controlled hydraulic pump that automatically applies smooth and continuous pull-off pressure. It could be used to measure the force required to pull a specified test diameter of a coating away from its substrate using hydraulic pressure. The diameter of the aluminum dollies is 50 mm, the pull rate is  $0.165 \text{ MPa/s}$  ( $24 \text{ psi/s}$ ). The typical pull-off test for the chip seal layer is shown in Fig. 7. The testing point is selected near the edge of the road to avoid influencing traffic.



(a) Interlayer tensile strength test results



(b) Interlayer shear strength test results

Fig. 9. Interlayer tensile and shear strength test results.

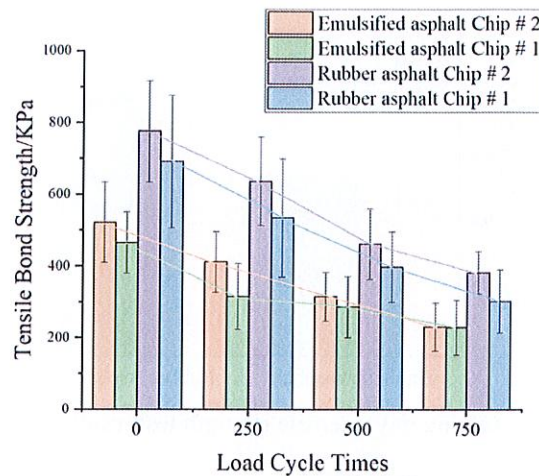
### 3. Results and discussions

#### 3.1. Sweep test results

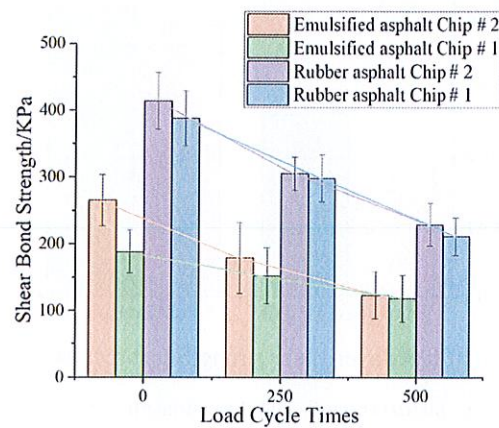
The sweep test results for various types of gradation and asphalt are shown in Fig. 8. It is found that emulsified asphalt has a higher percentage of mass loss than rubber asphalt. For example, the mass losses of the chip # 1 of emulsified asphalt and the chip # 1 of rubber asphalt are 18.1% and 10%, respectively. It is because that the rubber improves the stiffness of the asphalt and enhances the bond strength between the aggregate and asphalt pavement. The aggregate gradation also affects the mass loss results. The chip # 2 has better resistance to mass loss than the chip # 1. Taking rubber asphalt as an example, the mass loss of the chip # 1 and the chip # 2 are 10% and 8.2%, respectively.

#### 3.2. Interlayer tensile and shear strength test results

To estimate the ISS and ITS performance by using different aggregate gradation and asphalt binder types, the interlayer tensile and shear strength test was conducted. The interlayer tensile and shear strength test results are shown in Fig. 9(a) and Fig. 9(b), respectively. The aggregate gradation and asphalt types influenced the ISS and ITS properties between the aggregate and asphalt binder. Rubber asphalt has better tensile strength than emulsified asphalt, and the chip # 2 has higher tensile strength than the chip # 1, as seen in Fig. 9(a). For example, the tensile strength for emulsified asphalt of chip # 1 and chip # 2 is 0.46 MPa and 0.52 MPa, respectively. The tensile strength for chip # 1 of emulsified asphalt and rubber asphalt is 0.46 MPa and 0.69 MPa, respectively. The shear bond strength has the same trend with the different aggregate gradation and asphalt binder types. The reason behind this may be that the rubber enhances the stiffness of the asphalt and improves the bond strength between the aggregate and asphalt, and chip # 2 has higher percent of fine aggregate. The ISS is lower than the ITS. Take the rubber asphalt and chip # 2 results as an example. The ITS is 87% higher than the ISS. This indicates that the shear bond break occurs more easily than the tensile bond crack between aggregate and asphalt. The use of larger aggregate sizes typically led to a lower ISS and ITS with the chip seal. chip # 2 had a lower void content compared to the more larger size aggregate in the chip # 1. The reduction in void space resulted in an increase in the contact area between the asphalt and the aggregate. Therefore, when larger aggregates were utilized, it led to a reduction in the contact area



(a). Interlayer tensile strength test results under cyclic loads



(b). Interlayer shear strength test results under cyclic loads

Fig. 10. Interlayer shear strength test results under cyclic loads.

between the asphalt and the aggregate.

### 3.3. Impact of cyclic loads on ITS and ISS of chip seal

To estimate the effect of the cyclic load on ISS and ITS properties of the seal coat samples, the cyclic tensile load and cyclic shear load were applied to the chip seal samples, and the ISS and ITS were evaluated after the cyclic load and compared. The interlayer tensile and shear strength test results under cyclic load are shown in Fig. 10. The interlayer tensile strength showed that the tensile strength results decrease as the cycle times increase from 0 to 750. For example, the tensile strength results of asphalt emulsion chip # 2 from 0, 250, 500, and 750 cycles are 522 kPa, 412 kPa, 315 kPa, and 231 kPa, respectively. The rubber asphalt chip # 2 has the highest tensile strength from 0 to 750 cycles. This indicates that the rubber incorporated with the asphalt could enhance the contact properties between the aggregate and asphalt. The chip # 2 has higher tensile bond strength than the chip # 1 from 0 to 750 cycles. The ISS test results under cyclic load are shown in Fig. 10 (b). It is found that the shear strength results decrease as the cycle times increase from 0 to 500. Taking rubber asphalt chip # 2 as an example, the shear strengths from 0, 250, and 500 cycles are 413 kPa, 305 kPa, and 229 kPa, respectively. This illustrates that the shear strength decreased after the cyclic load. The same trend is also found in the ISS test results. The rubber asphalt has better resistance at shear load than the emulsified asphalt, and the chip # 2 has higher resistance at shear load than the chip # 1. The rubber asphalt chip # 2 has the best shear and tensile bond strength performance, and the emulsified asphalt chip # 1 has the worst shear and tensile bond strength properties. The use of larger aggregate sizes while applying the same rate of asphalt resulted in lower ISS) and ITS values with the chip seal. The existence of a lower void content in the chip seal made with smaller aggregate, as a consequence of the reduction in void space, the contact area between the asphalt and the aggregate increased of a similar size range. This might be the cause of the greater shear bond strength between the chip-seal and asphalt pavement under cyclic stresses that resulted from employing smaller-sized stones.

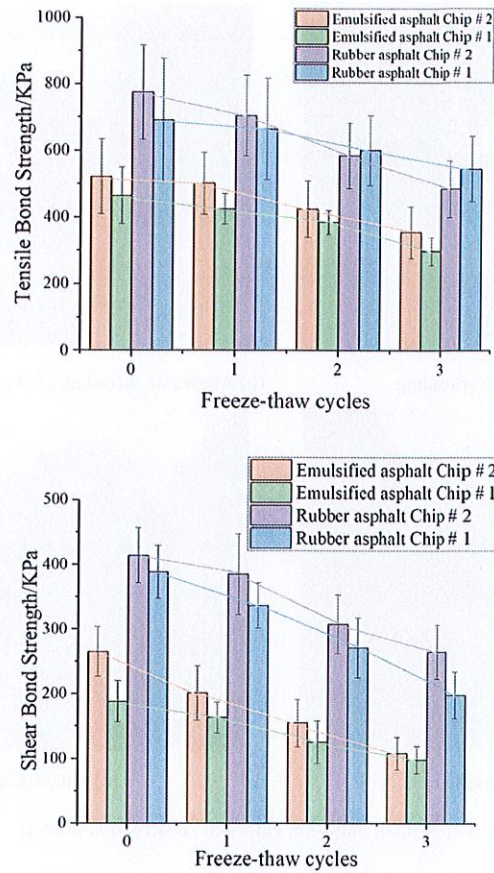


Fig. 11. Interlayer tensile and shear strength test results under freeze-thaw cycles.

### 3.4. The impact of freeze-thaw cycles on interlayer tensile and shear bond performance

To illustrate the freeze-thaw properties of the chip seal samples, freeze-thaw cycles were conducted, and the results between different asphalt binder and aggregate gradations were estimated. The results of the interlayer tensile and shear strength test under multiple freeze-thaw cycles are shown in Fig. 11. It is found that the freeze-thaw could reduce the tensile bond strength and shear bond strength. For instance, after one freeze-thaw cycle, the interlayer tensile bond resistance of emulsified asphalt chip # 2, emulsified asphalt chip # 1, rubber asphalt chip # 2, and rubber asphalt chip # 1 decreased by 3.9%, 8.6%, 9.2%, and 4%, respectively. The rubber asphalt chip # 2 still has the highest tensile bond strength after freeze-thaw even though the attenuation of the ISS is high during the freeze-thaw. The interlayer shear bond strength of emulsified asphalt chip # 2, emulsified asphalt chip # 1, rubber asphalt chip # 2, and rubber asphalt chip # 1 decreased 24.8%, 13.3%, 7%, and 13.5%, respectively. The attenuation of the emulsified asphalt chip # 2 ISS is higher than the other three types of material. After three freeze-thaw cycles, the total decrease of interlayer tensile bond strength of emulsified asphalt chip # 2, emulsified asphalt chip # 1, rubber asphalt chip # 2, and rubber asphalt chip # 1 is 50.1%, 36%, 38.5%, and 21.3%, respectively. The total decrease of interlayer shear bond strength of emulsified asphalt chip # 2, emulsified asphalt chip # 1, rubber asphalt chip # 2, and rubber asphalt chip # 1 is 59.3%, 48.9%, 36%, and 49%, respectively. This indicates that the chip # 2 has better resistance to freeze-thaw cycles when compared with the chip # 1, and the rubber asphalt also has better resistance to freeze-thaw cycles when compared with the emulsion asphalt.

## 4. Case study

The emulsified asphalt chip seal and wet process rubber chip seal application for pavement preservation are illustrated in this section. The asphalt emulsion chip seal project was constructed in Michigan in 2018. The rubber asphalt chip seal was constructed in Michigan in 2018 and 2021. The construction details of the test sections are illustrated below.

### 4.1. Asphalt emulsion chip seal application

Fig. 12 illustrates the asphalt emulsion chip seal construction process in Muskegon County. Before the construction, power brooms were applied to clear the current pavement surface of any dirt or debris. The asphalt emulsion was spread on the clean surface of the



Fig. 12. Asphalt emulsion chip seal construction process.

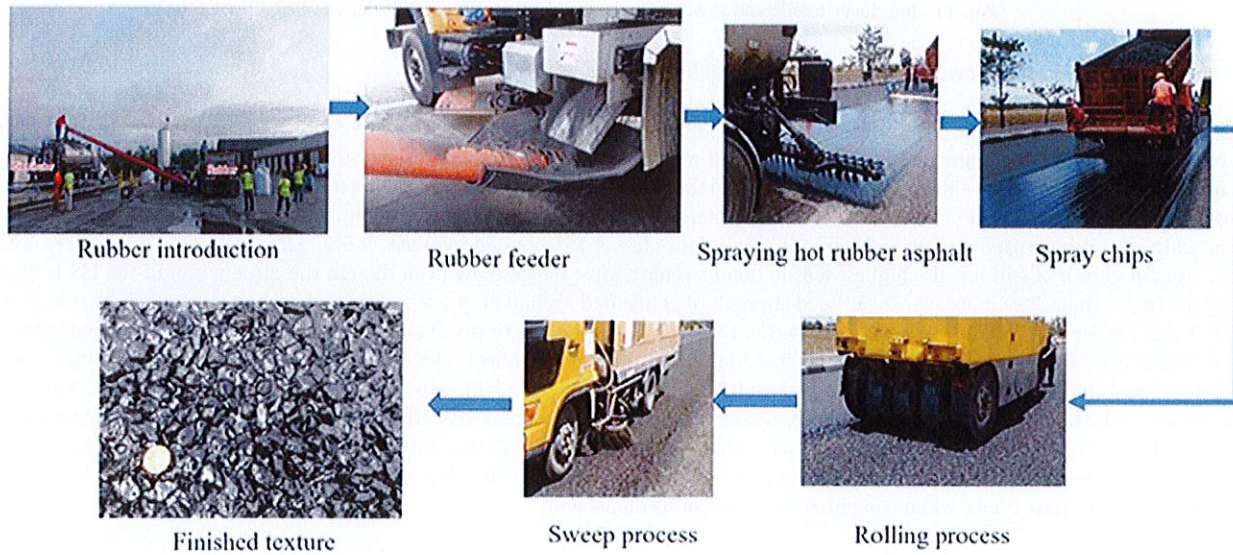


Fig. 13. Hot rubber asphalt chip seal construction in Kalamazoo in 2018.

pavement by an asphalt distributor, as shown in Fig. 12 (a). The aggregate was spread after applying asphalt emulsion by the chip spreader, as seen in Fig. 12 (b). After spreading the aggregate, pneumatic rollers were applied to compact the aggregate layer and embed it into the asphalt emulsion layer, as illustrated in Fig. 12 (c). The rotary sweeper was applied on the surface of the chip seal layer after the compaction, and excess aggregate chips were removed. The final surface texture is illustrated in Fig. 12 (d).

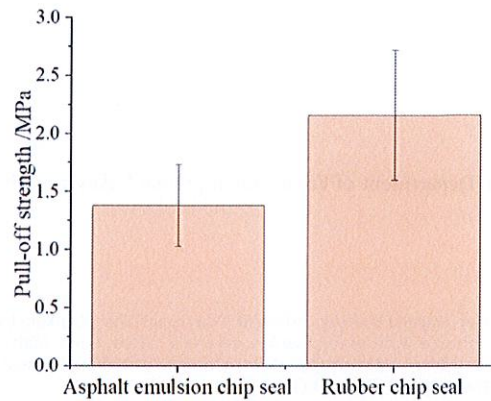


Fig. 14. Hot rubber asphalt and conventional chip seal in-situ pull-off test results.

#### 4.2. Hot rubber asphalt chip seal applications

The first hot rubber chip seal construction project in 2018 in Michigan. To prepare for chip sealing, the surface will first undergo a cleaning process to remove any dust and debris. Next, a hot rubber asphalt binder will be evenly sprayed onto the surface using a distributor. Once this is done, aggregate will be applied to the fresh hot rubber asphalt emulsion. To ensure that the aggregate is properly embedded, rollers will be used. Finally, the surface will be lightly swept after the rolling process is complete. The details of the construction process are displayed in Fig. 13.

Fig. 14 shows the field pull-off test results. Two sections on Bay County Road with the same average daily traffic (500) were chosen for comparison after one year of service. The rubber chip seal showed 56.5% higher pull-off strength compared to the conventional chip seal.

### 5. Summary and conclusions

This study investigated the performance of emulsified asphalt and hot rubber asphalt in chip seal applications. The interlayer tensile bond and shear bond performance of the two materials were assessed, as well as the seal coat properties under different environmental conditions of freeze-thaw. Additionally, a case study was presented to illustrate the construction process of the two different technologies. The detailed findings were summarized as follows:

- (1) Hot rubber chip seal has better aggregate retention performance compared with asphalt emulsion chip seal. The aggregate gradation would affect the aggregate retention properties. Chip # 2 (with more fine particles) has better aggregate retention performance compared with chip # 1 (with more coarse particles).
- (2) Hot rubber chip seal has higher tensile break and shear break resistance compared with asphalt emulsion chip seal. The aggregate gradation would affect the tensile and shear bond properties. Chip # 2 has better tensile and shear bond performance when compared with chip # 1. The ITS is higher than the ISS for both hot rubber chip seal and asphalt emulsion chip seal. In general, using larger size aggregates in chip seal tends to result in weaker shear and tensile bond strength.
- (3) The ISS and ITS of chip seal decreased after cyclic load. The hot rubber chip seal has 48~111% higher ISS and ITS performance compared to the asphalt emulsion seal coat samples. The hot rubber asphalt chip # 2 has the best tensile and shear bond performance.
- (4) After undergoing multiple freeze-thaw cycles, the tensile and shear bond strength of the chip seal decreased. In comparison to the emulsified asphalt chip seal, the hot rubber chip seal exhibited a much higher tensile and shear bond strength of between 36% and 102%. The hot rubber asphalt chip #2 still demonstrated the best performance in terms of tensile and shear bond strength after freeze-thaw.

In summary, chip seal has shown promising potential in prolonging the pavement's service life according to laboratory tests. Asphalt emulsion is an energy-efficient and cost-effective preservation treatment, whereas hot rubber chip seal exhibits better aggregate retention and cohesive strength, according to laboratory tests. Cyclic loading and freeze-thaw conditions can lead to a weak bond between aggregate and emulsified asphalt or hot rubber-modified asphalt. Nonetheless, both emulsified asphalt and hot rubber chip seal are acceptable for pavement maintenance.

#### Declaration of Competing Interest

We declare that this manuscript is original, has not been published before and is not currently being considered for publication elsewhere.

## Data availability

Data will be made available on request.

## Acknowledgments

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## Taryn Scott

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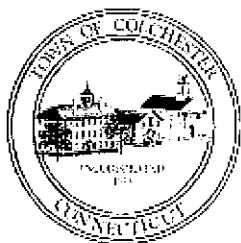
**From:** Joseph Leone  
**Sent:** Monday, April 29, 2024 12:03 PM  
**To:** Bernard Dennler  
**Cc:** Tyler Molcan; Sal Tassone; Heide Perham; Taryn Scott  
**Subject:** RE: Paving Contract Award

Hi guys, had a typo on the last one. The estimate in the last paragraph is for mill & fill not chip seal.

Thanks,

Joe

**Joseph Leone, EIT, M.Ed**  
**Director of Public Works**  
127 Norwich Ave, Colchester CT, 06415  
Direct: (860) 537-7286



**From:** Joseph Leone  
**Sent:** Monday, April 29, 2024 10:35 AM  
**To:** Bernard Dennler <bdennler@colchesterct.gov>  
**Cc:** Tyler Molcan <tmolcan@ColchesterCT.gov>; Sal Tassone <townengineer@colchesterct.gov>; Heide Perham <HeidePerham@colchesterct.gov>; Taryn Scott <tscott@ColchesterCT.gov>  
**Subject:** Paving Contract Award

Bernie,

Please see the attached proposal for FY 23-24 Paving in Colchester for Board of Selectmen Review and approval at Thursdays meeting. Also attached is the state bid for paving and mill and fill. Though Pasteryak did not bid mill and fill for section 21, I was able to utilize the contra5ct document for 22PSX0196 to compare Pasteryak's price to the state bid numbers. Per the state bid contract (section 31 pdf page 52-55) the contractor is paid for their labor and equipment for mill and fill and then paid separately for the hot mix material. In the attached excel sheet it allows you to compare the state bid numbers to Pasteryak's by entering the square yardage into the yellow cell. Pasteryak is cheaper than the state bid for all streets. Tyler and the highway crew have been rebuilding catch basins on these roads as needed prior to the resurfacing.

The roads that will be milled 2" and filled with 2" HMA are:

- Pleasant Street (Norwich Ave to Halls Hill Rd .34 mi)
- Davidson Rd (from Mill Lane W to the unimproved Davidson Rd .32 mi)



- Pine Brook Rd ( from Pine Rd to 2021 paving joint on pine Brook Rd 1.54 mi)
- Linwood Cemetery Road (at the intersection of 16 .02mi )

Total Length of Road: ~2.22 miles

Total cost 2" mill and resurface: \$574,657.50

(TANGENT: For future reference, let's compare this number with our current budget of \$540,000... if we were to maintain our roads on an annual basis just to keep up with their deterioration using 2" mill & fill:

- $\$574,657.50 / 2.22 \text{ miles} = \$258,854.73/\text{mile}$ .
- Assume the mill and resurface lasts for 15 years. We have ~107 miles of improved road in town = 7.13 miles of road maintained each year
- Assuming no inflation, we would at minimum need to put aside  $7.13\text{mi} * \$258,854.73/\text{mi}$  , or \$1,846,497 just to keep up with deterioration at this estimate. This dollar value includes no unforeseen repairs and no improvements to our roads)

Thanks,

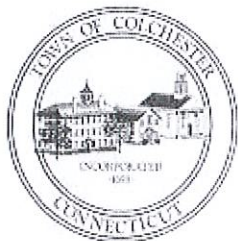
Joe

**Joseph Leone, EIT, M.Ed**

**Director of Public Works**

127 Norwich Ave, Colchester CT, 06415

Direct: (860) 537-7286



SY To Storage 110 LB/SY/IN 70 sf/in  
 Quantity 900 SY 115.7142857  
 LB/SY 2000 LB  
 inches of mill & fill 2 IN \$ 21,985.71

Pasteryksa conversion

Row Labels	Sum of Bid/Unit	UOM	Price for Milling Labor	Price for Material
<b>Advance Resources LLC</b>				
Section 21 Complete in-Place	\$ 130.00	SY	\$ 117,000.00	\$ -
Section 21 HMA 50.5 251-500	\$ 220.00	TN	\$ -	\$ 21,780.00
Section 21 HMA 50.5 501-1000	\$ 190.00	TN	\$ -	\$ 18,810.00
Section 21 PMA 50.5 0-250	\$ 300.00	TN	\$ -	\$ 29,700.00
Section 21 PMA 50.5 1001 and over	\$ 180.00	TN	\$ -	\$ 17,820.00
Section 21 PMA 50.5 251-500	\$ 240.00	TN	\$ -	\$ 23,760.00
Section 21 PMA 50.5 501-1000	\$ 180.00	TN	\$ -	\$ 17,820.00
Section 21 HMA 50.5 0-250	\$ 270.00	TN	\$ -	\$ 26,730.00
Section 21 HMA 50.5 1001 and over	\$ 160.00	TN	\$ -	\$ 15,840.00
<b>All States Construction, Inc.</b>				
Section 21 Complete in-Place	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 251-500	\$ -	\$ -	\$ -	\$ 24,750.00
Section 21 HMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
<b>American Industries, Inc.</b>				
Section 21 Complete in-Place	\$ 25.00	SY	\$ 22,500.00	\$ -
Section 21 HMA 50.5 251-500	\$ 350.00	TN	\$ -	\$ 34,650.00
Section 21 HMA 50.5 501-1000	\$ 260.00	TN	\$ -	\$ 24,750.00
Section 21 PMA 50.5 0-250	\$ 500.00	TN	\$ -	\$ 49,500.00
Section 21 PMA 50.5 1001 and over	\$ 225.00	TN	\$ -	\$ 22,275.00
Section 21 PMA 50.5 251-500	\$ 350.00	TN	\$ -	\$ 34,650.00
Section 21 PMA 50.5 501-1000	\$ 250.00	TN	\$ -	\$ 24,750.00
Section 21 HMA 50.5 1001 and over	\$ 225.00	TN	\$ -	\$ 22,275.00
<b>B&amp;W Paving &amp; Landscaping LLC</b>				
Section 21 Complete in-Place	\$ 110.00	SY	\$ 99,000.00	\$ -
Section 21 HMA 50.5 251-500	\$ 200.00	TN	\$ -	\$ 19,800.00
Section 21 HMA 50.5 501-1000	\$ 170.00	TN	\$ -	\$ 16,830.00
Section 21 PMA 50.5 0-250	\$ 280.00	TN	\$ -	\$ 27,720.00
Section 21 PMA 50.5 1001 and over	\$ 220.00	TN	\$ -	\$ 21,840.00
Section 21 PMA 50.5 251-500	\$ 220.00	TN	\$ -	\$ 21,780.00
Section 21 PMA 50.5 501-1000	\$ 160.00	TN	\$ -	\$ 15,840.00
Section 21 HMA 50.5 0-250	\$ 250.00	TN	\$ -	\$ 24,750.00
Section 21 HMA 50.5 1001 and over	\$ 140.00	TN	\$ -	\$ 13,860.00
<b>Charles Pasteryksa Jr Inc</b>				
Section 21 Complete in-Place	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
<b>Empire Paving, Inc.</b>				
Section 21 Complete in-Place	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
<b>Galasso Materials, LLC</b>				
Section 21 Complete in-Place	\$ 64.00	SY	\$ 57,600.00	\$ -
Section 21 HMA 50.5 251-500	\$ 240.00	TN	\$ -	\$ 23,958.00
Section 21 HMA 50.5 501-1000	\$ 196.00	TN	\$ -	\$ 19,404.00
Section 21 PMA 50.5 0-250	\$ 472.00	TN	\$ -	\$ 46,728.00
Section 21 PMA 50.5 1001 and over	\$ 205.00	TN	\$ -	\$ 20,295.00
Section 21 PMA 50.5 251-500	\$ 253.00	TN	\$ -	\$ 25,047.00
Section 21 PMA 50.5 501-1000	\$ 207.00	TN	\$ -	\$ 20,493.00
Section 21 HMA 50.5 0-250	\$ 461.00	TN	\$ -	\$ 45,639.00
Section 21 HMA 50.5 1001 and over	\$ 194.00	TN	\$ -	\$ 19,206.00
<b>O &amp; G Industries, Inc.</b>				
Section 21 Complete in-Place	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
<b>Palmer Paving Corporation</b>				
Section 21 Complete in-Place	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
<b>Ticon Connecticut Inc.</b>				
Section 21 Complete in-Place	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 251-500	\$ -	\$ -	\$ -	\$ -
Section 21 PMA 50.5 501-1000	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 0-250	\$ -	\$ -	\$ -	\$ -
Section 21 HMA 50.5 1001 and over	\$ -	\$ -	\$ -	\$ -
<b>Waters Construction Company</b>				
Section 21 Complete in-Place	\$ 12.85	SY	\$ 11,565.00	\$ -
Section 21 HMA 50.5 251-500	\$ 236.00	TN	\$ -	\$ 23,384.00
Section 21 HMA 50.5 501-1000	\$ 139.00	TN	\$ -	\$ 13,761.00
Section 21 PMA 50.5 0-250	\$ 832.00	TN	\$ -	\$ 82,968.00
Section 21 PMA 50.5 1001 and over	\$ 205.00	TN	\$ -	\$ 20,295.00
Section 21 PMA 50.5 251-500	\$ 237.00	TN	\$ -	\$ 23,493.00
Section 21 PMA 50.5 501-1000	\$ 140.00	TN	\$ -	\$ 13,860.00
Section 21 HMA 50.5 0-250	\$ 831.00	TN	\$ -	\$ 82,789.00
Section 21 HMA 50.5 1001 and over	\$ 130.00	TN	\$ -	\$ 12,870.00

22P5X0196- Bituminous Concrete Materials and Bridge Deck Membrane Waterproofing (Complete)

Group Name	Line Item	Item Name	Vendor Name	ntional N	Bid/Unit	Item Unit
	19	Section 21 HMA 50.5 0-250	Empire Paving, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	All States Construction, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	B&W Paving & Landscaping LLC	N	\$ 250.00	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	Palmer Paving Corporation	Y	\$ -	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	Advance Resources LLC	N	\$ 270.00	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	Ticon Connecticut Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	Charles Pasteryksa Jr Inc	Y	\$ -	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	Galasso Materials, LLC	Y	\$ -	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	Laydon Industries, LLC	N	\$ 461.00	ton (US); or short ton (UK/US)
	19	Section 21 HMA 50.5 0-250	Waters Construction Company	N	\$ 831.00	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	O & G Industries, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Empire Paving, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	All States Construction, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	B&W Paving & Landscaping LLC	N	\$ 250.00	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Palmer Paving Corporation	Y	\$ -	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Advance Resources LLC	N	\$ 220.00	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Ticon Connecticut Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Charles Pasteryksa Jr Inc	Y	\$ -	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Galasso Materials, LLC	Y	\$ -	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Laydon Industries, LLC	N	\$ 242.00	ton (US); or short ton (UK/US)
	20	Section 21 HMA 50.5 251-500	Waters Construction Company	N	\$ 238.00	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	O & G Industries, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	American Industries, Inc.	N	\$ 250.00	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Empire Paving, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	All States Construction, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	B&W Paving & Landscaping LLC	N	\$ 170.00	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Palmer Paving Corporation	Y	\$ -	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Advance Resources LLC	N	\$ 190.00	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Ticon Connecticut Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Charles Pasteryksa Jr Inc	Y	\$ -	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Galasso Materials, LLC	Y	\$ -	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Laydon Industries, LLC	N	\$ 196.00	ton (US); or short ton (UK/US)
	21	Section 21 HMA 50.5 501-1000	Waters Construction Company	N	\$ 193.00	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	O & G Industries, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	American Industries, Inc.	N	\$ 225.00	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Empire Paving, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	All States Construction, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	B&W Paving & Landscaping LLC	N	\$ 170.00	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Palmer Paving Corporation	Y	\$ -	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Advance Resources LLC	N	\$ 190.00	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Ticon Connecticut Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Charles Pasteryksa Jr Inc	Y	\$ -	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Galasso Materials, LLC	Y	\$ -	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Laydon Industries, LLC	N	\$ 196.00	ton (US); or short ton (UK/US)
	22	Section 21 HMA 50.5 1001 and over	Waters Construction Company	N	\$ 193.00	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	O & G Industries, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	American Industries, Inc.	N	\$ 225.00	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Empire Paving, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	All States Construction, Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	B&W Paving & Landscaping LLC	N	\$ 140.00	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Palmer Paving Corporation	Y	\$ -	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Advance Resources LLC	N	\$ 160.00	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Ticon Connecticut Inc.	Y	\$ -	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Charles Pasteryksa Jr Inc	Y	\$ -	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Galasso Materials, LLC	Y	\$ -	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Laydon Industries, LLC	N	\$ 196.00	ton (US); or short ton (UK/US)
	23	Section 21 HMA 50.5 1001 and over	Waters Construction Company	N	\$ 193.00	ton (US); or short ton (UK/US)
	24	Section 21 PMA 50				

# Proposal-Contract

**Charles Pasteryak Jr. Inc.**  
**ASPHALT PAVING**  
**COMMERCIAL & RESIDENTIAL**

20 N. Burnham Hwy.  
 Lisbon, CT 06351

CALL  
 Cell (860) 367-4331  
 Fax (860) 376-3208

PROPOSAL SUBMITTED TO <u>TOWN OF COLCHESTER</u>	PHONE	DATE <u>APRIL 12, 2024</u>
STREET	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION <u>VARIOUS STREETS</u>	
ATTENTION <u>JOSEPH LEONE</u>		

We hereby submit specifications and estimates for:

**SCOPE OF WORK:**

PLEASENT ST. (APPROX 5200 S.Y.)  
 MILL-TRIM-SWEEP-TRUCK  
 Supply + INSTALL 2" BITUMINOUS CONCRETE CL 2 \$ 93,190.00  
 Supply TACK COAT

DAVIDSON Rd - (APPROX 5000 S.Y.)  
 MILL-TRIM-SWEEP-TRUCK  
 Supply + INSTALL 2" BITUMINOUS CONCRETE CL 2 \$ 91,900.00  
 Supply TACK COAT

PINE BROOK Rd - (APPROX 20000 S.Y.)  
 MILL-TRIM-SWEEP-TRUCK  
 Supply + INSTALL 2" BITUMINOUS CONCRETE CL 2 \$ 367,600.00  
 Supply TACK COAT

**TERMS & CONDITIONS SUBJECT TO APPROVAL OF CREDIT DEPARTMENT**

**ADDITIONAL WORK & SERVICES:** Any additional work or service other than that outlined in the "Scope Of Work" which becomes necessary to complete the asphalt paving installation will be charged as follows:

_____ Grader Rental \$	per hour (includes grader, operator, laborer)	_____ Hand Patching \$	per ton
_____ Sweeper Rental \$	per hour (4 hr. min.)	_____ Curb Patching \$	per ton
_____ Processed Stone for Base Stabilization \$	per ton delivered.		
_____ Leveling and Patching by machine \$	per ton		

**WORK PHASES:** The prices above are based on a \_\_\_\_\_ phase paving operation. Any additional phases that may become necessary will be subject to a mobilization charge of \$ \_\_\_\_\_ per phase. The cost of sweeping, cleaning, machine patching or leveling, or patching along newly installed granite curb is not included unless otherwise stated.

**ESCALATION CLAUSE:** Prices quoted are based on the current F.O. B. refinery prices on liquid asphalt. Such prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of this agreement. The base price for asphalt for this quote is \$ \_\_\_\_\_ per ton. Any change in the price of liquid asphalt will necessitate an extra charge of \$ \_\_\_\_\_ per \_\_\_\_\_ for every \$1.00 per ton increase in the price of liquid asphalt.

**SALES TAX:**  The above prices include the applicable Sales Tax  Sales Tax is not applicable.

**NOTE:** ALL FEES, PERMITS, ENGINEERING, STRAPPING and FORMWORK will be the responsibility of the purchaser per paragraph seven (7) and eight (8) of this proposal. Above quantities are estimates only unless otherwise stated. Final quantities shall be determined by Field Measure per paragraph 4b. If accepted, the prices on this proposal apply only to work completed before the end of the \_\_\_\_\_ paving season, as determined by Charles Pasteryak Jr. Inc. Asphalt Paving. By accepting this proposal, the purchaser acknowledges having read conditions of sale printed on reverse side hereof and further acknowledges having understood same. This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

The above prices, specifications and conditions are satisfactory and are hereby accepted Buyer _____ Signature _____ Date of Acceptance _____	<b>Charles Pasteryak Jr. Inc.</b> <b>ASPHALT PAVING</b> Authorized Signature _____ Title _____
--	---

CONDITIONS OF SALE APPEAR ON REVERSE HEREOF

## CONDITIONS OF SALE

1. The purchaser acknowledges receipt of a true copy of this order.
2. This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
3. The seller shall not be responsible for failure to start or complete the work nor for delays in the progress of the work due to causes beyond the seller's control, i.e. fire, floods, weather, accidents, strikes, war and other similar causes.
4. All Bituminous Concrete is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices.
  - (a) Total thickness of Bituminous Concrete shall be average compacted thickness as installed.
  - (b) When payment is ordered on a square yard basis, payment shall be at the agreed price per square yards installed. Final quantities shall be determined by field measurement. In case of disagreement as to actual square yards installed, the decision of a competent engineer, who must be acceptable to the seller, shall be final as to the number of yards installed. The charges of the engineer shall be paid forthwith by the purchaser.
  - (c) Bituminous Concrete curb being installed by machine is at the purchaser's sole risk and is not guaranteed in any way against damage from any cause occurring at any time following the date of installation. Curbing installed is figured only on top of a suitable, prepared base. The cost of curbing, quoted per lineal foot, does not include the cost of the Bituminous Concrete base unless specifically set forth in the order.
  - (d) The contract price by the ton or the square yard for Bituminous Concrete to be installed by mechanical spreaders includes handwork incidental to the spreader operation, but does not necessarily include other hand spread work on the same job unless so specifically stated in the order.
  - (e) When extra work other than that set forth in the contract, is done the charges therefor will be the cost of the labor, equipment, and materials employed, together with a reasonable allowance for insurance and profit. (Labor charges shall be the same as those charged by the seller for other similar work; equipment charges shall be at the book rates; material charges shall be standard posted list prices.)
5. Unless otherwise stated herein, the base material on which the Bituminous Concrete shall be installed, will be supplied by the purchaser, who hereby represents and warrants that it is entirely satisfactory for the work to be done. Any work done or materials furnished by the seller in changing the base shall be considered as extra work and not part of the contract unless so stated herein, and shall be paid for at the agreed price if any, or as provided in 4(e) above. Under no circumstances shall the seller be responsible for the failures of the base.
 

If this quote does not include preparation by the seller of the surface to be paved, Buyer will, prior to Seller commencing work, cause the surface to be graded and prepared so as to be, in the opinion of the Seller, stable and non-yielding to trucks and paving equipment, true to the required grades and lines, and so as to enable such paving work to be done without delays or interruptions in one continuous operation.
6. If fine grading of the base is included in the contract then the Purchaser agrees to provide a suitable gravel base; and to rough grade this base to within + or - one tenth of one foot of the finish base grade. If in the opinion of the seller, the base provided is not suitable for fine grading and/or paving, and for this reason the seller refuses to proceed with the fine grading and/or paving, such action by the seller shall not be a breach of the contract. The purchaser then has the right to discuss with the seller what measures, commensurate with good practice, should be taken to correct the unsuitable base and to expedite the completion of the work.
7. Unless otherwise stated herein the purchaser hereby accepts the responsibility of notifying the proper City or Town Officials regarding the installation of sub-base materials, grades, lines and bituminous concrete and shall be responsible to pay all cost related to permits, inspection, and engineering.
8. All lines, grades, stakes, engineering and layout are to be provided by the Purchaser. No strapping or form work is included in the quoted prices. If granite or concrete curbing or edging is set after the black base or binder has been installed and this subsequent placing requires patching between the pavement and the edging, it is understood that this work will not be installed at the price per ton for street work. This patching will be performed by the Seller on a stock and time basis.
9. Any claims for defective materials or improper workmanship shall be waived unless notice hereof is given within fifteen (15) days.
10. Any changes in the terms and conditions of this agreement must be made in writing and must be accepted by both the seller and the purchaser before they shall become a part of this contract.
11. Notwithstanding any other term or provision contained in this agreement, if in the Seller's sole and exclusive opinion, the Buyer's financial condition or any other circumstances do not warrant performances by Seller on the credit terms specified in this contract, Seller shall have the right at any time, either prior to or after commencement of performance hereunder, to require payment by Buyer upon such terms as Seller then requests, including the right to require payment in full of the total sales price that Seller estimates will be incurred under this contract. If Seller requests payment of an estimated contract price, Seller shall at the time the actual contract price is determined, forthwith remit to Buyer any sum paid in excess of the actual contract price, or shall invoice Buyer for any amounts then remaining due under this contract.
 

Failure by Buyer to make payments to Seller as then requested shall excuse Seller from any further performance under this agreement. If Seller has already commenced performance hereunder, Buyer shall pay to Seller, all sums due Seller up to the time of Seller's cessation of performance. Unless otherwise agreed terms are net cash and payable forthwith with the completion of the work or as partial estimates are submitted. Work is completed when Bituminous Concrete is installed and the paving equipment and workmen have left the job or upon presentation by the seller of its bill, whichever event occurs first. Unless the purchaser forthwith directs the attention of the seller to any work not considered completed, the completion of such work shall be waived. No payment shall be withheld because of any discussion relative to the completion of work. If installment payments are provided for in the contract, and the purchaser fails to pay the instalments when due, or if the seller is prevented from performing its contract by the purchaser, then the seller may cease further work and may charge the purchaser for the work already performed (if any) on the basis set forth in paragraph 4(e) above. On all accounts remaining unpaid 30 days after date of invoice an interest charge of 1 1/2 % per month (18% per year) will be added to the balance due, unless otherwise agreed.

Upon failure of buyer to pay any amount when due, buyer agrees to pay any and all costs or expenses incurred in the collection on any sum due, including reasonable attorney's fees in the amount of fifteen (15) percent of any sum due.
12. Work will be performed during periods of premium or overtime wages, such as Saturdays, Sundays and holidays, only at Seller's option. If such if such premium time work is requested by Buyer and performed by Seller, Buyer agrees to reimburse Seller forthwith for extra costs incurred during premium time work.
13. If per order of Buyer, work has been started by Seller, and the area to be paved is not in such condition as to enable Seller to proceed without delays or interruptions, Buyer will reimburse Seller for all costs caused by said delays, such as labor, materials, truck-waiting time and equipment moves.
14. The Seller will be entitled to at least two weeks notice after the surface is fully prepared before commencing work or will do so on a mutually agreed schedule.
15. Unless specifically included in the quote, it will not include soil sterilant, jonnite or other comparable surface treatment, construction of sidewalks, island or wooden forms, or cleaning or repair of adjacent streets.
16. The Seller will not be responsible for defects in the paving resulting from adverse weather conditions or from inadequate design, subgrade or base conditions. If at the time called for performance under this agreement, the Seller, in its sole and exclusive discretion determines that weather conditions then existing are not suitable for proper paving, the Seller shall notify the Buyer and the Seller's time for performance under this Agreement shall be extended to such time as the Seller determines that proper weather conditions do exist, without any liability for such delay. Upon receipt of notice from the seller that weather conditions are adverse to proper paving the buyer may elect to have the Seller perform the work at that time, provided, however, that the buyer by exercising said election, DOES THEREBY EXPRESSLY ASSUME ALL RISKS OF LOSS OR DAMAGE ARISING FROM ANY DEFECTS IN THE PAVING
17. Applicable sales taxes will be charged on all materials used unless an exemption certificate is provided to the Seller or is located in the State of New Hampshire.

# Proposal-Contract

20 N. Burnham Hwy.  
Lisbon, CT 06351

**Charles Pasteryak Jr. Inc.**  
**ASPHALT PAVING**  
**COMMERCIAL & RESIDENTIAL**

CALL  
Cell (860) 367-4331  
Fax (860) 376-3208

PROPOSAL SUBMITTED TO <u>TOWN OF COLCHESTER</u>	PHONE	DATE <u>APRIL 12, 2024</u>
STREET	JOB NAME	
CITY, STATE AND ZIP CODE	JOB LOCATION <u>VARIOUS STREETS</u>	
ATTENTION <u>JOSEPH LEDNE</u>		

We hereby submit specifications and estimates for:

**SCOPE OF WORK:**

LINWOOD CEMETARY Rd - (Approx 900 S.Y)  
 MILL - TRIM - Sweep - TRUCK  
 Supply & INSTALL 3" BITUMINOUS CONCRETE CL2 - TWO COURSE  
 Supply TACK COAT \$ 21,967.50

NOTES: TOWN TO Supply TRAFFIC CONTROL AND MANHOLE ADJUSTING RING IF APPLICABLE. IF NOT MANHOLES CAN BE ADJUSTED AFTER PAVING FOR \$1600. EACH. TOWN WILL PROVIDE TRAFFIC CONTROL FOR MANHOLE ADJUSTMENTS.

**TERMS & CONDITIONS SUBJECT TO APPROVAL OF CREDIT DEPARTMENT**

**ADDITIONAL WORK & SERVICES:** Any additional work or service other than that outlined in the "Scope Of Work" which becomes necessary to complete the asphalt paving installation will be charged as follows:

_____ Grader Rental \$	per hour (includes grader, operator, laborer)	_____ Hand Patching \$	per ton
_____ Sweeper Rental \$	per hour (4 hr. min.)	_____ Curb Patching \$	per ton
_____ Processed Stone for Base Stabilization \$	per ton delivered.		
_____ Leveling and Patching by machine \$	per ton		

**WORK PHASES:** The prices above are based on a \_\_\_\_\_ phase paving operation. Any additional phases that may become necessary will be subject to a mobilization charge of \$ \_\_\_\_\_ per phase. The cost of sweeping, cleaning, machine patching or leveling, or patching along newly installed granite curb is not included unless otherwise stated.

**ESCALATION CLAUSE:** Prices quoted are based on the current F.O. B. refinery prices on liquid asphalt. Such prices are not guaranteed by the major oil companies and are subject to sudden adjustment during the term of this agreement. The base price for asphalt for this quote is \$ \_\_\_\_\_ per ton. Any change in the price of liquid asphalt will necessitate an extra charge of \$ \_\_\_\_\_ per \_\_\_\_\_ for every \$1.00 per ton increase in the price of liquid asphalt.

**SALES TAX:**  The above prices include the applicable Sales Tax  Sales Tax is not applicable.

**NOTE: ALL FEES, PERMITS, ENGINEERING, STRAPPING and FORMWORK** will be the responsibility of the purchaser per paragraph seven (7) and eight (8) of this proposal. Above quantities are estimates only unless otherwise stated. Final quantities shall be determined by field Measure per paragraph 4b. If accepted, the prices on this proposal apply only to work completed before the end of the \_\_\_\_\_ paving season, as determined by Charles Pasteryak Jr. Inc. Asphalt Paving. By accepting this proposal, the purchaser acknowledges having read conditions of sale printed on reverse side hereof and further acknowledges having understood some. This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

The above prices, specifications and conditions are satisfactory and are hereby accepted.  Buyer: _____  Signature: _____  Date of Acceptance: _____	<p><b>Charles Pasteryak Jr. Inc.</b> <b>ASPHALT PAVING</b></p> Authorized Signature: _____  Title: _____
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CONDITIONS OF SALE

1. The purchaser acknowledges receipt of a true copy of this order
2. This contract sets forth the entire agreement between the parties. There are no other representations or agreements, express or implied, nor conditions concerning the execution and delivery hereof, other than those set forth herein.
3. The seller shall not be responsible for failure to start or complete the work nor for delays in the progress of the work due to causes beyond the seller's control, i.e. fire, floods, weather, accidents, strikes, war and other similar causes.
4. All Bituminous Concrete is guaranteed to be as specified. All work to be completed in a workmanlike manner, according to standard practices.
  - (a) Total thickness of Bituminous Concrete shall be average compacted thickness as installed.
  - (b) When pavement is ordered on a square yard basis, payment shall be at the agreed price per square yards installed. Final quantities shall be determined by field measurement. In case of disagreement as to actual square yards installed, the decision of a competent engineer, who must be acceptable to the seller, shall be final as to the number of yards installed. The charges of the engineer shall be paid forthwith by the purchaser.
  - (c) Bituminous Concrete curb being installed by machine is at the purchasers sole risk and is not guaranteed in any way against damage from any cause occurring at any time following the date of installation. Curbing installed is figured only on top of a suitable, prepared base. The cost of curbing, quoted per lineal foot, does not include the cost of the Bituminous Concrete base unless specifically set forth in the order.
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  - (e) When extra work other than that set forth in the contract, is done the charges therefor will be the cost of the labor, equipment, and materials employed, together with a reasonable allowance for insurance and profit. (Labor charges shall be the same as those charged by the seller for other similar work; equipment charges shall be at the book rates; material charges shall be standard posted list prices.)
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9. Any claims for defective materials or improper workmanship shall be waived unless notice hereof is given within fifteen (15) days.
10. Any changes in the terms and conditions of this agreement must be made in writing and must be accepted by both the seller and the purchaser before they shall become a part of this contract.
11. Notwithstanding any other term or provision contained in this agreement, if in the Seller's sole and exclusive opinion, the Buyer's financial condition or any other circumstances do not warrant performances by Seller on the credit terms specified in this contract, Seller shall have the right at any time, either prior to or after commencement of performance hereunder, to require payment by Buyer upon such terms as Seller then requests, including the right to require payment in full of the total sales price that Seller estimates will be incurred under this contract. If Seller requests payment of an estimated contract price, Seller shall at the time the actual contract price is determined, forthwith remit to Buyer any sum paid in excess of the actual contract price, or shall invoice Buyer for any amounts then remaining due under this contract.
 

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16. The Seller will not be responsible for defects in the paving resulting from adverse weather conditions or from inadequate design, subgrade or base conditions. If at the time called for performance under this agreement, the Seller, in its sole and exclusive discretion determines that weather conditions then existing are not suitable for proper paving, the Seller shall notify the Buyer and the Seller's time for performance under this Agreement shall be extended to such time as the Seller determines that proper weather conditions do exist, without any liability for such delay. Upon receipt of notice from the seller that weather conditions are adverse to proper paving the buyer may elect to have the Seller perform the work at that time, provided, however, that the buyer by exercising said election, DOES THEREBY EXPRESSLY ASSUME ALL RISKS OF LOSS OR DAMAGE ARISING FROM ANY DEFECTS IN THE PAVING
17. Applicable sales taxes will be charged on all materials used unless an exemption certificate is provided to the Seller or is located in the State of New Hampshire

## Taryn Scott

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**From:** Joseph Leone  
**Sent:** Monday, April 29, 2024 4:16 PM  
**To:** Taryn Scott  
**Cc:** Bernard Dennler  
**Subject:** RE: BOS Agenda 05 02 24  
**Attachments:** Colchester Water Valve Uncovering.pdf; BOS 05 02 24 Regular Meeting Agenda R1.doc

Hi Taryn,

Please see the attached for the agenda and the attached attachment for Stula Enterprises. Bernie could you please put out a bid waiver request for the gate valves. These valves need to be uncovered in the event of a fire or leak emergency.

Thanks!

Joe

## SECTION F WAIVER OF REQUEST FOR PROPOSAL/COMPETITIVE BIDDING

In certain situations the bidding, quotation, and proposal processes described in this section may be waived even though the estimated cost exceeds the dollar threshold established in the General Requirements.

The formal process may be waived for any of the following reasons:

- Only one (1) reasonable or qualified source can be identified, including the monopoly utility. The Purchasing Agent will make the final determination of purchases.
- Time is a critical factor.
- A formal process would result in substantially higher costs to the Town or Board of Education, inefficient use of personnel, or cause substantial disruption of Town or Board of Education services.
- Tuition and other services as determined by Planning and Placement Team.
- Those exempted or determined by law.

The First Selectman or Superintendent may grant a waiver for any of the above-listed reasons. In granting such a waiver, the First Selectman or Superintendent must, in writing, state the reasons for granting such waiver and shall notify the Board of Selectmen or the Board of Education of such action by electronic means.

If within two business days following such notification two members or more of such board objects to the granting of such waiver then the waiver shall be suspended pending a vote by the full board. No bids shall be awarded pursuant to this process until two business days have elapsed.

Joseph Leone, EIT, M.Ed  
Director of Public Works  
127 Norwich Ave, Colchester CT, 06415  
Direct: (860) 537-7286



**Stula Enterprises**

362 Wawecus hill rd.  
Norwich Ct. 06360

**Proposal**

**Proposal Date:** 4/28/2024

**Proposal #:** 287

**Project:** Water Dept

**Bill To:**

Town Of Colchester  
Colchester Ct. 06415

HIC # - IIC.0645245 Electrical # - ELC.0203255-E1 Septic # - 006267 Piping # - PLM.0288885-P7	
Phone:	E-mail
860-639-1351	Shawn@StulaLLC.com

Description	Rate	Est. Qty.	Total
<p>Labor and materials to raise at least 15 valve boxes located in the stop and shop area of Rt16 that were paved over when the road was paved last year. If number of valve boxes changes to less than 15 the cost per box is subject to increase, for any more than 15 cost is to remain the same per valve box. Price includes core drill around the gate box, a couple of inches larger than the cover, removal of tar and debris, Installation of riser rings ( provided by the town ) and install new asphalt or sealant as required around the valve box. Depth of the buried boxes are unknown. Town is providing riser rings as lids as required and shall have plenty on site to ensure that there is no delay during the construction process. Any material delays could incur extra charges to the town.</p> <p>Any damage to existing valve boxes that prevent the proper installation of risers shall be brought to the towns attention and continued on a time and materials basis.</p> <p>Current valve boxes are buried under the asphalt, the water dept is to locate all of the boxes prior to starting the construction process, in the event that the valve location is Mismarked, Stula Enterprises to not be responsible for and damage to the asphalt and any delays caused by the mismark could incur additional cost.</p> <p>Traffic control is not included in this price. Once encroachment permit is obtained with what is required for traffic control we can discuss with the town if a 3rd party traffic control company that the town either pays this cost directly, or we pass the cost on to the town with no markup, Use our staff and signs, or use town staff, whatever is deemed most cost effective</p> <p>This quote is based on information discussed with town staff. Once State encroachment permit is applied for and obtained there is a possibility in change of scope of work such as but not limited to, night work requirement, and this would all be negotiated with the town prior to commencement of work. Town to obtain encroachment permit.</p>	798.00	15	11,970.00
<b>Subtotal</b>			\$11,970.00
<b>Sales Tax (6.35%)</b>			\$0.00
<b>Total</b>			\$11,970.00

## Taryn Scott

---

**From:** Joseph Leone  
**Sent:** Friday, April 26, 2024 2:47 PM  
**To:** Bernard Dennler  
**Cc:** Heide Perham; Taryn Scott; Robert Peter; Jim Ericson  
**Subject:** BOS/WPCA Requests  
**Attachments:** Water Tank CA and Observation, Colchester CT 4-23-24.pdf

Bernie,

Please see the attached proposal from Hayley Ward for you.

This would qualify for a bid waiver because Hayley Ward wrote the spec for the tank painting project and are intimately familiar with the rules that need to be followed when on site. To pay another engineering firm to come in and take over the implementation of Hayley Ward's spec would require additional billable hours to the project and its enactment of the spec would provide less value to the town, because they would still lack the familiarity of the author.

Thanks!

Joe

## SECTION F WAIVER OF REQUEST FOR PROPOSAL/COMPETITIVE BID PROCESS

In certain situations the bidding, quotation, and proposal processes described in this document may be waived even though the estimated cost exceeds the dollar threshold established in "Section A: Definitions & General Requirements."

The formal process may be waived for any of the following reasons:

- Only one (1) reasonable or qualified source can be identified, including those furnished by monopoly utility. The Purchasing Agent will make the final determination of single source purchases.
- Time is a critical factor.
- A formal process would result in substantially higher costs to the Town or Board of Education, inefficient use of personnel, or cause substantial disruption of Town or Board of Education services.
- Tuition and other services as determined by Planning and Placement Team (PPT).
- Those exempted or determined by law.

The First Selectman or Superintendent may grant a waiver for any of the above-listed reasons. Upon granting such a waiver, the First Selectman or Superintendent must, in writing, state the reason(s) for granting such waiver and shall notify the Board of Selectmen or the Board of Education as applicable by electronic means.

If within two business days following such notification two members or more of such board as applicable objects to the granting of such waiver then the waiver shall be suspended pending approval of the full board. No bids shall be awarded pursuant to this process until two business days have elapsed.

A waiver for any reason other than those above requires the approval of the Board of Selectmen or Board of Education as applicable. For a requesting department or school to obtain a waiver, a written waiver request including specific reasons for the waiver shall be provided to the First Selectman or Superintendent. The request must be signed by a department head, principal, or director. Upon receipt of the waiver request, the First Selectman or Superintendent will notify the requestor if the waiver has been granted.

Joseph Leone, EIT, M.Ed  
Director of Public Works  
127 Norwich Ave, Colchester CT, 06415  
Direct: (860) 537-7286



April 23, 2024

Mr. Joseph Leone, Director of Public Works  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415  
Email: [jleone@colchesterct.com](mailto:jleone@colchesterct.com)

**Re: Proposal for Professional Services, Provide Construction Administration and Part-Time Coating Inspections, Recoating of 40' Tall Elmwood Heights Tank, Colchester, CT**

Dear Mr. Leone:

As requested, Haley Ward is pleased to submit the following scope of services to provide engineering services during tank re-coating and general improvements. Our Scope and Fee assumes a two-month active construction period, with a third month for contract closeout.

### SCOPE OF SERVICES

- 1) Provide Construction Administration- Haley Ward will provide Contract Administration services during construction, including:
  - a. Coordinating an on-site pre-construction meeting.
  - b. Reviewing Contractor submittals and pay requisitions.
  - c. Attending periodic job meetings during construction (4 anticipated).
  - d. Retaining a NACE certified coating inspector and coordinating their efforts to be on-site during critical blasting and re-coating events.
  - e. Conducting a semi-final punch list inspection, and follow-up final inspection.
  - f. Provide contract closeout assistance.

Mr. Joseph Leone | 2-27-24 | Prop. | Page 1

2210 Main Street, Glastonbury, CT 06033  
T: 860.659.3100 | [HALEYWARD.COM](http://HALEYWARD.COM)





- 2) Construction Inspection- Haley Ward will provide Construction Observation services, including:
- a. Periodic site inspections for physical improvements- ladders, vent, overflow – items that can be inspected during and after construction. Some of these inspections will be coordinated during job meetings.
  - b. Haley Ward will retain CorrTech, a specialty coatings firm, to provide periodic inspections during key periods of abrasive blasting, and recoating. They will review the work and verify it is conducted in accordance with the project specifications. They will provide inspection reports for each on-site visit. We have included nine site visits from Corr-Tech, estimated at 3 weeks x 3 per week, based on similar tank painting projects.

**COMPENSATION**

We propose to complete this Scope of Work for a lump sum fee of \$ 24,000, with approximately \$ 10,000 for Construction Administration and \$ 14,000 for Construction Observation.

We anticipate a 3-month project duration, and request payments as follows:

- 1) An initial \$ 5,000 with signed contract
- 2) A second \$ 6,000 payment one month after contract date,
- 3) A third \$ 6,000 payment two months after contract date,
- 4) A final \$ 7,000 payment upon project completion.

Furthermore, your authorization will signify your acceptance of the attached Terms and Conditions. The attached 2024 Hourly Fee Schedule is attached and will be used in the event that additional services are requested and authorized.

If you have any questions concerning this proposal or if additional services are needed, please contact me at (860) 659-3100. We appreciate this opportunity to be of service to you.

Sincerely,  
**Haley Ward, Inc.**

*James E. Ericson*  
 James E. Ericson, PE  
 Vice President / Regional Manager

Acceptance and Authorization to Proceed on behalf of "client":

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



**Haley Ward, Inc.**  
**Professional Services Terms and Conditions**

**1. General**

These Professional Services Terms and Conditions, together with the attached proposal and Schedule of Charges, collectively constitute the "Agreement" as that term is used herein between Haley Ward, Inc. ("Consultant") and the entity or person to whom the proposal is addressed ("Client") to perform basic Services. The Schedule of Charges may be omitted for Lump Sum type Agreements.

**2. Services**

The Consultant agrees to perform the services ("Services") for Client described in the proposal to which these Professional Services Terms and Conditions are attached. Consultant will initiate the Services after receipt of Client's approved and accepted Proposal(s). All Proposals (written or otherwise) are acknowledged to be incorporated into and made a part of the Agreement. It is understood and agreed by the parties that certain conditions or emergencies may arise in which it is to the mutual benefit of the parties that the Consultant initiate Services not identified in the Agreement but which are based upon verbal authorization provided by Client. In such cases, Consultant agrees to commence such verbally authorized Services and Client agrees to compensate Consultant accordingly. All Services verbally authorized by Client in this manner will be governed by the terms of the Agreement. Responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Services will be considered "litigation response" and shall be part of the Services provided

that such litigation is unrelated to Consultant's indemnity hereunder.

**3. Additional Services**

All Services that are not specifically included in, or reasonably inferred to be included in, the Services will be considered Additional Services. Upon request of Client or discovery by Consultant of changed, or latent, or previously undisclosed conditions affecting the cost and/or scope of the Services, Consultant will prepare a written proposal for such Additional Services which, upon written acceptance of Client, will be considered a change order ("Change Order") under this Agreement. All Additional Services verbally authorized by Client will be governed by the terms of this Agreement.

**4. Compensation for Services**

Client agrees to compensate Consultant in accordance with the Proposal which may be on a Lump Sum or Standard Hourly Rates basis depending upon the nature of the Services and the information reasonably available to Consultant at the time the Proposal is prepared. The total compensation for Services is based on the respective project tasks. The Consultant may alter the distribution of compensation between individual tasks of the work to be consistent with Services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by the Client. The total estimated compensation for Consultant's Services included in the breakdown of task incorporates all labor, overhead, profit, reimbursable expenses, and Consultant's



subconsultants' charges. Reimbursable expenses include but are not limited to the following project-related items: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishing and utilities; courier charges; reproduction charges, reproduction of reports, drawings, specifications, bidding-related or other procurement documents, Construction Contract Documents, specialized equipment/software, and similar project-related items; and subconsultants' charges. Reimbursable expenses will be the project-related internal expenses actually incurred or allocated by the Consultant, plus all invoiced external reimbursable expenses allocable to the project, the latter multiplied by a factor of 1.15. Whenever Consultant is entitled to compensation for the charges of Consultant's subconsultants, those charges shall be the amounts billed by Consultant's subconsultants to Consultant times a factor of 1.15. The external reimbursable expenses and Consultant's subconsultant factors include Consultant's overhead and profit associated with Consultant's responsibility for the administration of such Services and costs.

It is understood, however, that circumstances or conditions may arise during the performance of the Services that affect the project price which could not have reasonably been expected or foreseen despite the exercise of due care. As such, the "not-to-exceed" price in other than a Lump Sum Proposal is not intended to be a firm price. Consultant will notify Client in the event that Consultant anticipates the actual project

cost will exceed its time and materials estimate. Thereafter the parties shall enter into a mutually acceptable Change Order. For verbally authorized Services or litigation response Services as described above, Client agrees to compensate Consultant at its then current rates for similar Services. Consultant will not raise its rates for any project in-progress prior to notice.

#### **5. Schedules, Budgets, and Estimates or Opinions of Cost**

Any schedules or completion dates, budgets, or estimates of cost prepared by Consultant represent Consultant's professional judgment based on its experience and available information. Amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice, allowing Client to consider its options, including suspension or termination of Consultant's Services for Client's convenience. Upon notice, Client and Consultant promptly shall review the matter of Services remaining to be performed and compensation for such Services. Client shall either exercise its right to suspend or terminate Consultant's Services for Client's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining Services to be rendered by Consultant, so that total compensation for such Services will not



exceed said estimated amount when such Services are completed. If Client decides not to suspend Consultant's Services during the negotiations and Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining Services, then Consultant shall be paid for all Services rendered hereunder. To the extent necessary to verify Consultant's charges and upon Client's timely request, Consultant shall make copies of such records available to Client at cost.

Since neither Consultant nor Client has control over the cost of labor, materials, or equipment, or contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not warrant or represent that actual schedules, budgets or completion dates or actual costs will not vary from schedules or completion dates, budgets, or estimates of cost prepared by Consultant or proposed, established, or approved by Client.

#### **6. Invoices and Payment Terms**

Invoices will generally be submitted monthly. Invoices shall be prepared in accordance with Consultant's standard invoicing practices and are due and payable within 30 days of receipt. A retainer in the amount defined in the proposal of Services is required prior to initiating the scope of Services. The retainer amount will be credited to the final invoice.

For Standard Hourly Rates Method of Payment, the amounts billed for Consultant's Services will be based on the cumulative hours charged to the project

during the billing period by each class of Consultant's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses and Consultant's subconsultants' charges. The Standard Hourly Rates and reimbursable expense Schedule will be adjusted annually (as of December 1<sup>st</sup>) to reflect annual charges in the compensation payable to Consultant.

For Lump Sum Method of Payment, the portion of the Lump Sum amount billed for Services will be based upon Consultant's estimate of the percentage of the total Services actually completed during the billing period. If any reimbursable expenses are expressly allowed, Consultant may also bill for any such reimbursable expenses incurred during the billing period. The compensation amount is conditioned on a period of service not exceeding twelve months. If such period of service is extended, the compensation amount for Consultant's Services shall be appropriately adjusted.

To facilitate prompt payment to lower-tier subcontractors or vendors, Consultant may submit invoices to Client on an interim basis for such outside expenses exceeding \$10,000. Payment in full is due upon receipt of Consultant's invoice. If client objects to all or any portion of the invoice, Client will notify Consultant within five (5) business days from the date of receipt of invoice and shall promptly pay the undisputed portion of the invoice. The parties will immediately make every effort to settle the disputed portion of the invoice.

If Client fails to make any payment due Consultant for Services and expenses





within 30 days after receipt of Consultant's invoice, then: amounts due Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and Consultant may, after giving seven days written notice to Client, suspend Services under until Client has paid in full all amounts due for service, expenses, and other related charges. Client waives any and all claims against Consultant for any such suspension. Payment will be credited first to any interest owned to Consultant and then to principal. Interest at the rate of one and one-half (1.5) percent per month will be applied to the outstanding balance for accounts not paid within thirty (30) calendar days from the billing date. Invoices in other than Consultant's standard format or supported documentation for any invoice will be provided at Client's written request. In the event that Consultant must engage counsel to attempt to recover overdue payments, Client will reimburse Consultant for all reasonable attorney's fees and court costs.

#### **7. Suspension and Termination of Contract**

Client may terminate this Agreement with seven (7) days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven (7) days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of Services or, ultimately, termination, unless and until Consultant has been paid in full all amounts due for Services, expenses and other related charges.

#### **8. Term**

This Agreement will terminate upon completion of the Services. Notwithstanding the foregoing, Client or Consultant may terminate this Agreement in accordance with the section of this Agreement entitled Suspension and Termination of Services. Client's obligation to compensate Consultant for any litigation response services shall survive termination of the Agreement as described in this paragraph.

#### **9. Standard of Care**

The standard of care for all professional Services performed or furnished by Consultant under this Agreement will be the care and skill used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's Services.

#### **10. Construction Phase Services**

If this Agreement provides for any construction phase Services by Consultant, it is understood that the Contractor (the entity hired by the Client to perform the construction), not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor.

#### **11. Indemnification**

To the fullest extent permitted by law, Client and Consultant each agree to indemnify the other party and the other



party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees, and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, or subconsultants in the performance of Services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence.

#### **12. Insurance**

Consultant shall obtain and maintain a policy of professional liability insurance (with prior acts coverage sufficient to cover the Services performed under this Agreement) with policy limits in the amount of not less than \$3,000,000 each occurrence / \$3,000,000 aggregate. Such insurance will be renewed so as to provide continuous coverage during the term of this Agreement and for a period of at least twelve (12) months following the completion of Consultant's professional Services under the Agreement. Coverage shall not be canceled or reduced in limits by endorsement until at least 30 days prior written notice is given to Client or cancelled for nonpayment of premium until at least 10 days prior written notice is given to Client.

Consultant shall also obtain and maintain the following insurance policies and minimum limits: a) Workers' Compensation

Insurance - Statutory; b) Commercial General Liability insurance - \$1,000,000 each occurrence / \$2,000,000 aggregate; and c) Automobile Liability - \$1,000,000 combined single limit. Consultant will promptly notify Client if, during the terms of this Agreement, insurance of these types and limits become commercially unavailable to Consultant's industry at a reasonable price through consideration fault of Consultant. In such circumstances, the parties will endeavor to negotiate a mutually acceptable resolution in good faith.

#### **13. Limitation of Liability**

To the fullest extent permitted by law, Client agrees that the total liability, in the aggregate, of Consultant and Consultant's officers, directors, members, partners, agents, employees, and subconsultants, to the Client, its subsidiary and/or affiliated companies and their respective officers, directors, employees, agents and anyone claiming by, through, or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of, resulting from or in any way relating to Consultants' Services, this Agreement or any Addenda, from any cause or causes, shall be limited to \$50,000 or the total amount of compensation received by Consultant, whichever is greater.

#### **14. Confidentiality**

Consultant shall maintain the confidentiality of the project information including but not limited to the nature of the project, the location of any sites under consideration or selected sites, together with any other information supplied to Consultant by Client and designated by Client to be confidential or proprietary,



except (1) when such confidential information becomes generally known to the public through no fault of Consultant or (2) when disclosure is required pursuant to applicable governmental regulations or by order of a court of competent jurisdiction.

#### **15. Intellectual Property/Ownership of Documents**

All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional Services, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional Services for the purpose of constructing, occupying, and maintaining the project. Reuse or modification of any such documents by Client, without Consultant's written permission, shall be at Client's sole risk and Client agrees to indemnify and hold Consultant harmless from all claims, damages, and expenses, including attorney's fees, arising out of such reuse by Client or by others acting through Client.

#### **16. Use of Electronic Media**

Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or text, data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability of

documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.

#### **17. Record Retention**

Consultant will maintain a copy of all final Reports for a period of five years after the date of completion of Services. Upon Client's written request, Consultant will forward such records to Client at the expiration of this retention period, the cost of which Client agrees to bear. If no such written request is received, Consultant shall be entitled to dispose of these records.

#### **18. Force Majeure**

Consultant shall not be deemed in default of this Agreement to the extent that any delay or failure in the performance of Consultant's obligation results from any cause beyond its reasonable control and without its negligence.

#### **19. Dispute Resolution**

Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them, arising out of or relating to this Agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association effective as of the date of this Agreement. Consultant's ability to pursue payment as described in paragraph 6. is not subject to this paragraph.

#### **20. No Third Party Beneficiaries**

Nothing contained in this Agreement shall be construed to create, impose, or give rise to any duty owed by Client or Consultant to any other individual or



entity. Consultant's Services under this Agreement are for the sole use and benefit of Client and may not be used or relied upon by any other individual or entity without the express written approval of Client and Consultant.

#### **21. Assignment**

Neither Consultant nor Client may delegate, assign, sublet or transfer its duties or interest in the Agreement without written consent of the other party.

#### **22. Subcontracts**

Consultant may engage suitably trained and skilled persons or firms, including, without limitation, any affiliate of Consultant, to perform any part of the Services. Nothing herein, however, will relieve Consultant from its duties and obligations as set forth herein.

#### **23. Notices**

All notices authorized or required between the Client and the Consultant, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, postage prepaid, and address to the intended party. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a nationally recognized overnight carrier, or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

#### **24. Precedence**

These Professional Services Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal,

contract, purchase order, requisition, notice to proceed or like document.

#### **25. Severability**

If any of the provisions of this Agreement shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect, and be binding upon the parties hereto. The parties agree to reform the Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that comes as close as possible to the intention of the stricken provision.

#### **26. Legal Action**

All legal actions by either party against the other for any cause or causes, including, but not limited to, breach of the Agreement, negligence, misrepresentations, breach of warranty or failure to perform in accordance with the standard of care, however denominated, shall be barred two years from the day after completion of Services. In the event that Client institutes a suit against Consultant, and if such suit is not successfully prosecuted, or if it is dismissed, or if a verdict is rendered in favor of Consultant, Client agrees to pay Consultant any and all costs of defense, including attorneys' fees, expert witnesses' fees, and court costs and any and all other expenses of defense which may be reasonably necessary, immediately following dismissal of the case or immediately upon judgment being rendered in favor of Consultant.

#### **27. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of the State of Maine.



### **28. Public Responsibility**

Client acknowledges that Client or the site owner, as the case may be, is now and shall remain in control of the site for all purposes at all times. Except as required by law or regulation, Consultant will not report to any federal state, county or local public agencies having jurisdiction over the subject matter, any conditions existing at the site that may present a danger to public health, safety, or the environment. Client agrees to notify each federal, state, county, and local public agency, as they each may require, of the existence of any condition at the site that may present a potential danger to public health, safety, or the environment.

### **29. Survival**

Paragraphs (limitation of liability, the indemnification, dispute resolution, and the scope of Services) shall survive the completion of the Services under this Agreement and the termination of this Agreement for any cause.

### **30. Right of Entry**

Client grants Consultant, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Consultant, its employees, agents, and subcontractors, upon the project site for the purpose of providing Services. While Consultant will take all reasonable precautions to minimize damage to any property entered upon in pursuit of project functions, it is understood by Client that in the normal course of the work some damage may occur, the correction of which is not part of this Agreement. If Consultant is required to restore the land to its former condition, this will be

accomplished and the cost will be added to Consultant's fee.

### **31. Safety**

Consultant will perform its Services in a safe manner and use reasonable care to comply with all State and Federal OSHA regulations, Consultant's Health & Safety Plan which may be developed in connection with the Services, or other written safety rules or regulations provided to Consultant by Client. Consultant's safety responsibilities, however, are limited solely to the activities of Consultant, its employees, and subcontractors. Neither the professional activities nor the presence of Consultant or its employees or subcontractors will be deemed to control the operations of any others.

### **32. Entire Agreement**

These Professional Services Terms and Conditions, Proposals and any addenda thereto (the "Agreement") constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representation, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. This Agreement may be executed on one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.



# HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

## SCHEDULE OF CHARGES (Effective November 27, 2023)

Title	Rate Per Hour
Principal	\$265
Senior Project Manager IV	\$260
Senior Project Manager III	\$240
Senior Project Manager II	\$225
Senior Project Manager I	\$220
Project Manager III	\$205
Project Manager II	\$195
Project Manager I	\$185
Senior Project Engineer/Architect/Surveyor/Scientist/Geologist/Professional IV	\$260
Senior Project Engineer/Architect/Surveyor/Scientist/Geologist/Professional III	\$240
Senior Project Engineer/Architect/Surveyor/Scientist/Geologist/Professional II	\$225
Senior Project Engineer/Architect/Surveyor/Scientist/Geologist/Professional I	\$220
Project Engineer/Architect/ Scientist/Geologist/Professional III	\$205
Project Engineer/Architect/ Scientist/Geologist/Professional II	\$195
Project Engineer/Architect/ Scientist/Geologist/Professional I	\$185
Engineer/Geologist/Scientist/Architect/Professional	\$155
Senior Land Surveyor	\$185
Land Surveyor	\$155
Senior Designer II	\$175
Senior Designer I	\$160
Designer	\$155
Senior Technician	\$190
Technician	\$140
Technical Aide	\$110
Senior Project Assistant	\$140
Project Assistant	\$115
One Person Robotic Survey Crew	\$225

**LITIGATION/COURT RELATED MATTERS:** When serving as consultants to members of the legal profession and as expert witnesses in courts of law, arbitration proceedings, and administrative adjudication proceedings, hourly fees for personnel will be invoiced at 1½ (one and one-half) times the standard hourly rate. This rate is also applicable to time associated with preparation for these services.

**EXPENSES:** Subconsultant's fees processed through Haley Ward will be marked up 15% to cover our direct costs associated with retaining these services. Mileage will be billed at the rate of \$.85 (eighty-five cents) per mile. Photocopies, blueprints, and other project related reimbursable expenses will be billed at cost.

**INVOICES:** Invoices for personnel time and expenses will be submitted on a monthly basis and will be due when rendered. Interest at a rate of 1½% per month will be assessed where allowed under applicable law, to bills remaining due and not paid within 30 (thirty) days.

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Debt Service

Reason for Request: Transfer FY 2022-2023 unexpended bond principal budget to Debt Service Fund for future debt service payments

Reason for Available Funds: Estimated funds included in adopted budget for bond principal payment associated with Fire apparatus bond authorization. Bonds have not yet been issued.

From:	Account Number	Account Name	Amount
	<u>18101-49245</u>	<u>Debt Service - Bond Principal</u>	<u>225,000</u>

To:	Account Number	Account Name	Amount
	<u>18501-50700</u>	<u>Transfer to Debt Service Fund</u>	<u>225,000</u>

4/29/24  
Date Requested

*Bernie Denner*  
Department Director or Supervisor - Signature

Print Name Bernie Denner, First Selectman

4/29/24  
Date Reviewed

*Michelle Mancuso*  
Finance Director

Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester  
 General Fund  
 Budget Transfer/Additional Appropriation

Department: Debt Service

Reason for Request: Transfer FY 2023-2024 unexpended bond principal & interest budgets to Debt Service Fund for future debt service payments

Reason for Available Funds: Estimated funds included in adopted budget for bond principal & interest payment associated with Fire apparatus bond authorization. Bonds have not yet been issued.

From:	Account Number	Account Name	Amount
	<u>18101-49245</u>	<u>Debt Service - Bond Principal</u>	<u>225,000</u>
	<u>18101-49246</u>	<u>Debt Service - Bond Interest</u>	<u>11,000</u>
To:	<u>18501-50700</u>	<u>Transfer to Debt Service Fund</u>	<u>236,000</u>

4/29/24  
 Date Requested *Bernie Denner*  
 Department Director or Supervisor - Signature

Print Name Bernie Denner, First Selectman

4/29/24  
 Date Reviewed *Michelle Mancuso*  
 Finance Director

Date Approved \_\_\_\_\_  
 First Selectman

Date Approved \_\_\_\_\_  
 Board of Selectmen Clerk

Date Approved \_\_\_\_\_  
 Board of Finance Clerk