

# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Agenda  
Thursday, February 3rd, 2022, at 7 PM  
Meeting Room 1, Town Hall

(ALL ITEMS ON THIS AGENDA ARE SUBJECT TO POSSIBLE ACTION):

1. Call to Order
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
5. Consent Agenda
  - A. Approve Minutes of the 1/20/22 Board of Selectmen Meeting
  - B. Reappointment of Eleanor Phillips to the Board of Trustees of the Thames Valley Council for Community Action with a term set to expire on 3/22/23
6. Acceptance of the DECD Urban Act Grant of 2.5 million
  - A. Authorization for the First Selectman to sign any necessary paperwork associated with the Grant
7. Financial Accounting Rudko Legal Engagement and Recount
  - A. Luis Medina Invoice
  - B. Shipman & Goodwin Cost
  - C. Recount Cost
8. Transfer Requests
9. Staffing Updates
  - A. Current Status
  - B. Possible Special Meeting date to discuss Public Works Director position
10. Agri-Tourism Webpage
11. Connecticut Propane & Petroleum Fixed Price Agreement
12. Kiosk Testing Agreement
13. Sewer & Water Proposals
  - A. Professional Engineering Services, Conduct Water Tank Inspection and Alternatives Evaluation, 40 ft Tall Tank at Elmwood Heights
  - B. Professional Engineering Services, Conduct Investigation into Filter Plant Underdrain Failure and Upgrade Options

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2022 FEB - 1 AM 11:46  
TOWN CLERK

14. Sewer & Water/Board of Trustees
  - A. Subcommittee Appointments
15. Public Safety Commission
  - A. Subcommittee Appointments
16. Citizen's Comments
17. First Selectman's Report
18. Liaison Reports
19. Adjourn

## First Selectman

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**From:** Katherine Kosiba <kmk178@att.net>  
**Sent:** Thursday, January 27, 2022 5:54 PM  
**To:** First Selectman  
**Cc:** Michael Previti; Jay Gigliotti; Rosemary Coyle; Deborah Bates; Denise Turner; Jeff Burt; Tiffany Quinn; Patty Watts  
**Subject:** Is this something that Colchester could look at doing as Haddam started in 2021? Food scrap composting collection at transfer station?

Source: <https://www.middletownpress.com/news/article/Haddam-to-begin-free-food-scrap-recycling-through-16670273.php>

and to see 3 photos. (Note send copy of this through Selectmen Board web site to D. Bates and J. Chappelle since I didn't have their direct email addresses)

# The Middletown Press, Haddam to begin free food scrap recycling through Blue Earth Compost

Press Staff

Dec. 3, 2021 Updated: Dec. 3, 2021 11:27 a.m.

HADDAM — The Haddam Board of Selectmen has unanimously approved a new, free food scrap recycling pilot program to begin Dec. 8.

Blue Earth Compost, based in Hartford, will be placing food scrap bins next to the Swap Shack at the Haddam Transfer Station at 750 Saybrook Road, according to a press release.

The program is free to anyone in Haddam, Haddam Neck and Higganum.

Blue Earth will come once a week to haul scraps to Quantum Biopower, a state Department of Energy and Environmental Protection-approved anaerobic digester in Southington.

In 21 days, Quantum can convert the food scraps into compost, and contain the methane byproduct inside the facility, the news release said. The company also creates bio-gas and generates electricity for the town of Southington.

Haddam pays \$105 per ton to have municipal solid waste hauled to the Materials Innovation and Recycling Authority Trash to Energy Plant in Hartford, according to town leaders. The plant is due to close June 30 and will become a transfer station.

The closure means trash will be sent out of state. "This will greatly impact Haddam's tipping (hauling) fees," the news release said.

The ultimate goal is to reduce the amount of tonnage hauled away by removing food from the trash. Other surrounding towns, such as Middletown, Essex, Durham/Middlefield and Branford, are participating in similar food scrap recycling programs.

Food scraps can be converted into compost, which improves soil quality, reduces the need for chemical fertilizers, helps to retain water in the soil, and reduces soil erosion, the town said.

Many food items cannot not be placed in a backyard compost. All food scraps can be composted through the anaerobic digester.

“If it Grows, it Goes” is the Blue Earth motto. Acceptable items include fruits, vegetables, meat, poultry and bones, fish/shellfish and shells, dairy products, bread, pasta, rice, grains, eggs, eggshells, chips and snacks, nuts and seeds, left over and spoiled food, coffee grounds, tea bags (no staples), paper towels and napkins used for food production (not for cleaning), cut flowers and pet food (no pet waste).

There are 100 starter kits available at the town office building. For a \$25 donation, residents will get a two-gallon countertop bin, a roll of 25 compostable bags, and larger six-gallon bin to place food scraps in for the transfer station. A limited supply of extra rolls will be available for \$5 each.

Higganum Village Market will also carry compostable bags.

For information, contact [HaddamSustainabilityCommittee@gmail.com](mailto:HaddamSustainabilityCommittee@gmail.com).



## First Selectman

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**From:** DeAva Lambert <deava.lambert@hotmail.com>  
**Sent:** Thursday, January 20, 2022 3:18 PM  
**To:** First Selectman; Rosemary Coyle; Jason LaChapelle; Denise Turner; Deborah Bates  
**Subject:** Re: Colchester Conservation Commission

Dear First Selectman Bisbikos and fellow Colchester Selectmen,

I cannot more vehemently express how inflammatory, hyperbolic, retaliatory, ultimately specious, and potentially libelous Mr. Von Plachecki's communication is regarding my attendance to past meetings of the Colchester Conservation Commission. I am equally aggrieved that any of you would inevitably use this fallacious communication, which has been presented absolutely out of context and wholly deficient in its account, to base your decision on my application to serve on this commission, completely dismissing my robust experience, education, knowledge, and qualifications, as Mr. Plachecki has so solipsistically done.

You only need to listen to the meeting audio file for the June 10, 2020, Colchester Conservation Commission meeting to hear that it is actually Mr. Von Plachecki who is the hostile party in this situation where he maliciously berated me at length, which I believe you should consider sufficient cause for his removal from the Conservation Commission pursuant to Colchester Code §39-2. I have never experienced such flagrant enmity and open hostility from a public official representing the town in which I live and pay taxes. I have also never sustained such blatant disregard to my knowledge and expertise from public officials whose motivation for representing their constituents is supposed to be for the town's benefit and not motivated by one individual's personal animus, especially when such knowledge and expertise has been applied in the decision for one Connecticut Supreme Court case on the state regulation of wetlands (*Thomas Lane v. Gina McCarthy*) and one U.S. District court case on the municipal regulation of wetlands (*Watrous v. the Town of Preston*).

I submitted my application to serve on the Colchester Conservation Commission despite Mr. Von Plachecki's objectionable demeanor because I am interested in improving the information and decisions this Commission provides to its residents and businesses and because I am also able to maintain decorum and conciliation in contentious meetings and render decisions strictly based on the clear information specified in all applicable state and municipal statutes and regulations and without prejudice, spite, or malice. Therefore, I respectfully request the opportunity to redress the Colchester Board of Selectmen regarding these specious claims that Mr. Von Plachecki has made against me before you render your decision on my application, and I further request that this response to his communication be included in the minutes of any meeting in which the Board of Selectmen renders its decision on my application.

Sincerely,  
DeAva Lambert

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**From:** First Selectman <selectman@colchesterct.gov>  
**Sent:** Thursday, January 20, 2022 10:52 AM  
**To:** DeAva Lambert <DeAva.Lambert@hotmail.com>  
**Subject:** FW: Conservation Commission

As requested

**From:** ARTHUR F von PLACHECKI <afvp@sbcglobal.net>  
**Sent:** Thursday, January 13, 2022 2:13 PM  
**To:** First Selectman <selectman@colchesterct.gov>  
**Subject:** Re: Conservation Commission

Hi,  
Yes Mary attended a recent meeting.

I am unaware of Ms. Lambert attending recently however for a almost year she did attend because her husband had a wetland complaint filed against him by a neighbor. Both she and her husband hired an attorney and were what i would consider to be hostile to the commission which led to the town securing legal counsel because of threats of litigation and negative comments toward the board, some of its members and the town wetland officer. This is how I am familiar with her, assuming there is not more than one person with that name.

I see another email that the Michelle question was answered.  
Thank you for reaching out,  
Have a good day,  
Falk

On Jan 13, 2022, at 12:52 PM, First Selectman <[selectman@colchesterct.gov](mailto:selectman@colchesterct.gov)> wrote:

Hi Falk,

I am reaching out to see if DeAva Lambert and/or Mary Trembley has attended any of your meetings and if there is anything I should be aware of. Also, I noticed that Michelle Kosmo is an alternate. Is she interested in becoming a member?

Sincerely,

Andreas

<Outlook-obpw0cq4.jpg>

## First Selectman

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**From:** First Selectman  
**Sent:** Tuesday, February 1, 2022 10:53 AM  
**To:** Sabrina Coffin  
**Subject:** RE: Submission Received: Contact Us

Hi Sabrina,

I am no way affiliated with the 3 percenters or any other such group. I strongly denounce racism and violence coming from either the left or the right. Mr. Rudko and Mr. LaChapelle can speak for themselves. The rhetoric coming from both sides is deeply concerning.

Sincerely,

Andreas

**From:** Sabrina Coffin via Colchester CT <cmsmailer@civicplus.com>  
**Sent:** Tuesday, February 1, 2022 10:20 AM  
**To:** Marli Rudko <mrudko@colchesterct.gov>; Rachel Fuller <rfuller@colchesterct.gov>; First Selectman <selectman@colchesterct.gov>  
**Subject:** Submission Received: Contact Us

Submitted on Tuesday, February 1, 2022 - 10:19am

Submitted values are:

Subject: First Selectman's Office

Message Details: Once again, I am horrified by the social media activities of Jason LaChapelle and his unhinged assertion that members of the Democratic Town Committee are terrorists for pointing out that Taras Rudklo is a proud member of the 3 Percenters, a group that has ACTUALLY been designated as terrorists due to their violent activities and ideologies. The projection and hysteria from your team and your supporters is honestly laughable. Taras is the defacto leader of the Republican Town Committee, and whether or not he is supportive of a group that encourages the use of violence against government institutions is absolutely the kind of information that this community deserves to know. You can be for a limited government without encouraging violence in order to achieve your goals. It is a simple yes or no answer to say whether or not you support the 3 Percenters. The fact that the conversation has now devolved into semantics over when the group was formed and what it truly represents tells everyone without a shred of doubt that you are, in fact, supportive of the 3 Percenters. Only a complete and unequivocal denunciation will convince the community otherwise, and the fact that it will only have come after receiving massive amounts of backlash means it will fall on deaf ears. If Taras did not want this conversation to come about, perhaps he should not have proudly displayed his association with a group that calls for the violent takeover of our government. And when it was brought to our community's attention and he was rightfully called out for it, perhaps you and your team should have made it clear you do not agree with the 3 Percenters' ideology instead of all of this gaslighting and whataboutism.

==Please provide the following information:==

Name: Sabrina Coffin

Email: [S.pace06@yahoo.com](mailto:S.pace06@yahoo.com)

Phone: 8603037379

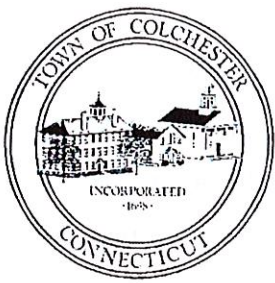
Address: 24 Jan Drive

Organization:

The results of this submission may be viewed at:

<https://www.colchesterct.gov/node/16/submission/9491>





# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Meeting Minutes  
Thursday, January 20th, 2022, at 7 PM

Present: First Selectman, Andreas Bisbikos, Selectmen: D. Bates, R. Coyle, J. LaChapelle and D. Turner

1. Call to Order: First Selectman, Andreas Bisbikos called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance
3. Correspondence: Attached
4. Citizens Comments: Mike Rogers commented on a correspondence from DeAva Lambert to the Conservation Commission, for which she has currently applied for a position. He voiced his concerns with the applicant and provided an excerpt from that correspondence. Mike Egan commented regarding last Board of Selectmen meeting on the motion for mask mandates for which he supports. G. Transue commented on several issues. First, on the mask mandate from last Board of Selectmen meeting. She had a question on how things get passed on the Board of Selectmen based on voting majority/minority and A. Bisbikos addressed that. Also, if there is a mask mandate or not how does that apply to other municipal buildings in town. A. Bisbikos stated there is no mask mandate in any of the town buildings and nothing will be enforced. A. Bisbikos has had discussions with all Department Heads of all town buildings, and, at their discretion, they can put a sign stating "strongly recommended" if they so choose.
5. Consent Agenda: D. Turner motioned to move the Consent Agenda. Seconded by R. Coyle. Motion passed 5-0.
  - A. Approve Minutes of the 1/6/22 Board of Selectmen Meeting, the 1/12/22 Board of Selectmen Special Meeting, and the 1/13/22 Board of Selectmen Meeting
  - B. Tax Collector's Refunds
  - C. Move to accept Stephanie Smith from an alternate to a full member position on the Planning and Zoning Commission with a term to expire 12/31/2023.
  - D. Move to accept the resignation of Sean Nadeau from the Economic Development Commission.
6. Town-School Partnership with Goodwin University: Sal Menzo, Superintendent of Goodwin University Magnet Schools, addressed the Board of Selectmen on this partnership. Goal: establishing an opportunity for businesses to come together with the school district in collaboration with Goodwin to identify the needs of the businesses in the community with a focus on manufacturing, but other sectors will be explored. Benefits will be to provide students opportunities of educational experiences, apprenticeships, internships, while helping to

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grow businesses in the community. He discussed success doing this in a previous town. Discussed mechanism to provide informational sessions which would include individuals from different sectors, community leaders, students, and parents to identify strengths, weaknesses, and opportunities to develop a program. The board had various questions that were addressed. Initial proposal to facilitate the process is \$5,500. A. Bisbikos stated this will be paid through the school's ARPA funding. J. LaChapelle motioned to approve A. Bisbikos to sign this contract. Seconded by R. Coyle. Motion carried 5-0.

7. Erosion and Sediment Control Surety Bond & Subdivision Public Improvement Surety Bond recommendations: D. Bates motioned that the town of Colchester release erosion and sediment control surety bond #41416536 in its entirety and reduce subdivision public improvements surety bond #41432490 by \$60,378.30 leaving the bond balance for \$116,369 as recommended by the town engineer. Seconded by R. Coyle. Motion passed 5-0.

8. Sewer & Water/Board of Trustees:

A. Subcommittee Recommendation: S. Coyle, who resides on the Bacon Academy Board of Trustees spoke to the fact that a questionable water bill was given to them at the beginning of the pandemic. There was a huge jump of water usage for 21 days, then it stopped abruptly on July 3, 2020, the holiday weekend. Because of variabilities and viewpoints, he wanted to bring it to the Board of Selectmen to determine how to resolve this between the Sewer/Water and Bacon Academy Board of Trustees by hopefully forming a subcommittee. D. Turner motioned to form the subcommittee made up of two members each from the following: Board of Selectmen, Water/Sewer, Bacon Academy Trustees to resolve the issue and bring a recommendation back to the Board of Selectmen. Seconded by D. Bates. D. Turner stated she wanted to sit on that committee. A. Bisbikos stated at the next Board of Selectmen meeting in February the board will make a recommendation and D. Turner will occupy one of those seats on the committee representing the Board of Selectmen. Motion carried 5-0.

9. Capital Reserve Items

- A. Security Panel: erratic behavior of panel will be addressed with current Capital Reserve funds.
- B. Youth Center: air quality test done there in December. Mold discovered, but not black mold. Recommendation made to sanitize this facility. This building would fall under the Capital Reserve guideline.
- C. Town Hall – Request to send to the Board of Finance for Review: Air quality tests were run in December. Mold was discovered, but not black mold. Recommendation was made to sanitize this facility and the proposal to do so is \$15,952.50. A. Bisbikos spoke about the need to get this through the Board of Selectmen and then to the Board of Finance because it's over the \$10,000 threshold. M. Previti is working with an existing contracted company, Crystal Restoration, whose proposal will cover cleaning, ceiling to floor, done after hours. No items on any desks will be touched. A. Bisbikos brought up that an air quality test was initiated for the Senior Center too. M. Previti still waiting on



those results. R. Coyle brought up addressing the overall cause that led to these discoveries and how they will be tackled. A. Bisbikos stated addressing the HVAC system at town hall, especially the third floor, as well as the roof. A discussion ensued with appropriation of funds and following the purchasing policy guidelines for RFP's. M. Previti stated he can get multiple quotes for current mold remediation, the roof and the HVAC system. R. Coyle motioned to send this request to the Board of Finance for \$15,952.50 to clean the Town Hall. Seconded by J. LaChapelle. Motion carried 5-0.

10. Public Safety Committee Updates: A. Bisbikos spoke with Steve Hoffman and members of the police department who are in support of this. Coyle motioned to form a subcommittee with two members each from the following: Board of Selectmen, police department and fire department to come up with the charge and focus of the Public Safety Committee. R. Coyle, as a liaison to the fire department, and A. Bisbikos will both serve on this. Seconded by D. Bates. Motion carried 5-0.
11. Boards and Commissions: Determined that everyone has attended one meeting as a requirement to serve.
  - A. Possible appointment of Sean Nadeau to a full member position on Planning and Zoning Commission with a term to expire 12/31/2022. R. Coyle motioned to move the appointment of Sean Nadeau as a full member position on the Planning & Zoning Commission with a term to expire 12/31/22. Seconded by D. Bates. Motion carried 5-0.
  - B. The following individuals interviewed for a possible appointment to the Economic Development Committee – James Bates, Heather Wilson, and Tyler Migliaccio. There is one full member position on the Economic Development Commission with a term to expire on 10/31/24. There is one full member position on the Economic Development Commission with a term to expire on 12/15/22. There is one alternate member position on the Economic Development Commission with a term to expire on 10/31/24. J. LaChapelle motioned to make Heather Wilson a full member of the Economic Development Commission with term to expire 10/31/24. Seconded by R. Coyle. Motion carried 5-0. R. Coyle motioned to appoint James Bates as full member to the Economic Development Commission with a term to expire on 12/15/22. Seconded by D. Turner. Motioned carried 5-0. D, Turner motioned to appoint Tyler Migliaccio as an alternate member to the Economic Development Commission with a term to expire on 12/31/24. Seconded by R. Coyle. Motion carried 5-0.
  - C. The following individuals interviewed for a possible appointment to CORE – Jah Marley Wright, Nancy P. Nelson, Shawn Pelletier, Amy Domeika, Jeff Konnankeil, Kymberly Cianci, and Judith Barnes. There are four appointments available for a three-year full member position on CORE with a term to expire on 1/20/2025. There are three available with a two-year full member position on CORE with a term to expire on 1/20/2024. D. Turner motioned to approve Jah Marley Wright, Shawn Pelletier, Kymberly Cianci and Judith Barnes for a three-year full member position on CORE with a term to expire on 1/20/2025. Seconded by J. LaChapelle. Motion carried 5-0. D. Turner motioned to



approve Nancy P. Nelson, Amy Domeika, Jeff Konnankeil for a two-year full member position on CORE with a term to expire on 1/20/2024. Seconded by D. Bates. Motion carried 5-0.

- D. Possible appointment of John Carroll as an alternate member position on the Parks & Rec Commission with a term to expire on 11/1/23. No decision was made on this appointment.
- E. The following individuals interviewed for a possible appointment to the Conservation Commission – DeAva Lambert, Mary Trembley. There are three alternate member positions available with a term set to expire on 10/1/24. R. Coyle motioned to appoint Mary Tremblay as an alternate member for the Conservation Commission with a term to expire on 10/1/24. Seconded by D. Turner. Motion carried 5-0.
- F. The following individuals interviewed for a possible appointment to the Youth First Coalition – Lauren Lorincz and Dave Koji. There are three full member positions available with a term set to expire on 12/1/24. J. LaChapelle motioned to appoint Lauren Lorincz and Dave Koji as full members on the Youth First Coalition with a term to expire on 12/1/24. Seconded by R. Coyle. Motion carried 5-0
- G. Possible appointment of Terry Brown as an alternate member position on the Commission on Aging with a term to expire on 12/31/22. D. Turner motioned to appoint Terry Brown as an alternate member on the Commission on Aging with a term to expire on 12/31/22. Seconded by D. Bates. Motion carried 5-0.

12. Citizen's Comments: C. Russi spoke to the past air quality test done at the Senior Center and thinks that it would be a good idea to do another one as previously decided upon and she also expressed her surprise at the recent Town Hall closure due to inclement weather. A. Day responded to an earlier comment made by a citizen, M. Rogers in which he said Mr. Rogers took a single sentence out of context in reference to correspondence from DeAva Lambert in regard to state statute violations of the town regarding permits for wetland's areas. A. Day contends D. Lambert, knowing these statutes in-depth, would be an asset to the Conservation Commission. Mr. Day went on to provide more background data. He will provide a copy of said letter submitted by D. Lambert so the Board of Selectmen can review the letter with the full context to understand the complete story.

13. First Selectman's Report:

- A. Acknowledged town staff who are keeping our roads safe during these wintery month conditions, who were recently recognized on Channel 3 during Winter Storm Alfie.
- B. RFPs for Independent Consultant to review ARPA applications are being accepted by the town. The town will be closing the application link next week.
- C. Officially signed all documents regarding the Brownfield Assessment Program Grant. Town was awarded a grant from the CT Dept. of Economic Community Development in the amount of \$27,500 to perform an environmental site assessment on property located at Comstock Bridge Road.



- D. Backhoe at the site of the new Senior Center on Friday, January 21 to excavate deep test beds so the civil engineer can gain more information.
- E. Testing of tabulators and recanvass of Board of Selectmen race on Saturday, 1/22/22 at 8:00 a.m. If any issues arise that require rescheduling, then Thursday, 1/27 or Friday, 1/28 for testing and Saturday, 1/29 for recanvass. This order has been signed by the judge.

14. Liaison Reports: **D. Turner** – not able to attend the Board of Assessment Appeals that met on Tuesday due to a work commitment. Special meeting to reset hearing date for assessor requesting extension to the Grand List. Conservation Commission - one application tabled for extension and two were approved – Upton Road and Cabin Road. One permit on Lakeview Drive. DEP Commissioner has been reinstated. **R. Coyle** – Commission on Aging are working on developing a financial planning seminar for seniors. They continue to work on their community-wide health fair scheduled for May 15, 2022, from 11 a.m. to 2 p.m. to be held at WJMS. They submitted their bi-annual report which is included in this week’s meeting correspondence. Past November sponsored three-part series “Living with Alzheimer’s”. Senior Center Director Report: distributed covid test kits to homebound seniors. Meals on Wheels, Monthly Transports, Attendance and Membership numbers were shared. Senior Center Building Committee met and approved a change order of \$15,455 to hire a consultant to provide cost estimates and also review for design costs moving forward to keep them within their budget. **D. Bates** – Norton Park Committee. Hoping that phase I would be open by October, but not looking like they’ll be on target. Covid has had an impact on fundraising, and they are hoping to get the ARPA funds. Economic Development Committee – In 2021, 88 new businesses opened, and they are working with SE CT Enterprise region with the goal of opening up additional new businesses. CT-TIP has a new application that is being reviewed and A. Bisbikos commented that this could potentially be a distillery. **J. LaChapelle** – nothing to report. **A. Bisbikos** reported on the Board of Finance meeting where J. Burt did a presentation to the board. Board of Finance has set up their budget calendar and are working on their survey monkey piece for launch to the public very soon.
15. Adjourn: D. Turner motioned to adjourn. Seconded by R. Coyle.



# Thames Valley Council for Community Action, Inc.

Partnering for Prosperous Communities Since 1965

January 19, 2022

*Programs located throughout  
New London, Windham and  
parts of Tolland Counties*

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

### Administrative Office

1 Sylvandale Road  
Jewett City, CT 06351  
P: 860.889.1365 F: 860.376.8782

### Norwich Office

401 West Thames Street, Unit 201  
Norwich, CT 06360  
P: 860.889.1365 F: 860.885.2738

### New London Office

83 Huntington Street  
New London, CT 06320  
P: 860.444.0006 F: 860.444.0059

[www.tvcca.org](http://www.tvcca.org)

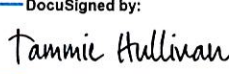
Dear Mr. Selectman Bisbikos,

The Federal Legislation that created Community Action Agencies (TVCCA) requires that municipalities of the communities it serves have representation on TVCCA's governing Board. **The town of Colchester has been diligently represented on TVCCA's Board of Trustees by Eleanor Phillips.**

In accordance with our By-Laws, Article V.B.1, "the term of office for the public officials or their representatives shall run concurrently with the term of public office from which their Board membership derives". Therefore, it is necessary for the Town of Colchester to appoint a representative to the Board of Trustees. **The Board would be very pleased if Eleanor was reappointed, but the decision is yours. Please inform me in writing of your decision, as soon as the appointment is made.**

If you have any questions regarding the appointment, or TVCCA in general, please feel free to contact me at [tghullivan@gmail.com](mailto:tghullivan@gmail.com)

Sincerely,

DocuSigned by:  
  
1694D2F498664E6...

Tammie Hullivan, Chairman  
Board of Trustees

Town of Colchester  
127 Norwich Avenue, Unit 1  
Colchester, CT 06415  
Attn: First Selectman

Invoice Date: 1/24/2022

Hourly Rate: \$450.00

Matter: Town Litigation Concerning Election

FEES:

Date:	Bill Rate:	Service Description:	Hours:	Amount:
12/3/2021	\$450.00	Meeting with First Selectman, Town of Colchester Re: Litigation	1.8	\$810.00
12/4-12/5/2021	\$450.00	Reviewed court filings; several discussions with First Selectman; Research relevant sections	2.3	\$1,035.00
12/7/2021	\$450.00	Prepared & filed an appearance; contacted each of the Defendants to discuss litigation; left message for those that did not answer; discussions with First Selectman.	1.6	\$720.00
12/7/2021	\$450.00	Telephone call & email to attorney for Plaintiff to discuss litigation.	0.7	\$315.00
12/9- 12/10/2021	\$450.00	Several discussions with First Selectman re: personal attacks and resistance to settling the matter.	0.8	\$360.00
12/13/2021	\$450.00	Several Discussions with First Selectman re: pressures from other Selectmen	0.6	\$270.00
12/15/2021	\$450.00	Discussions with First Selectman re: media coverage	0.5	\$225.00
12/16/- 12/18/2021	\$450.00	Several conversations with First Selectman.	0.3	\$135.00
12/22- 12/23/2021	\$450.00	Several discussions with First Selectman & review of his position re: settlement.	0.9	\$405.00
12/24/2021	\$450.00	Several conversations with Plaintiff's attorney; concerning withdrawal against Ms. Wagner and Joint Stipulation; telephone conference with Ms. Wagner; Reviewed Joint Stipulation, made changes and discussed with him; e-filed on his behalf as he is ill.	3.5	\$1,575.00
12/27/2021	\$450.00	Discussions with First Selectman and Plaintiff's counsel; Email between both counsel's to Casflow re: status of Joint Motion for Judgment.	0.3	\$135.00
12/29/2021	\$450.00	Received Order Granting Joint Motion for Stipulation; discussions with First Selectman.	0.7	\$315.00
12/30/2021	\$450.00	Telephone conference with Plaintiff's counsel reminding to file withdrawal against Betty Wagner; received withdrawal notice.	0.4	\$180.00
1/2/2022	\$450.00	Discussion with First Selectman re: Settlement.	0.8	\$360.00
1/6/2022	\$450.00	Telephone conference with Shipman & Goodwin re: Appearance & Motion to Intervene.	0.4	\$180.00
1/10/2022	\$450.00	Reviewed Court filings & Appearance in Substitution	0.2	\$90.00
		Total Fees:	15.8	\$7,110.00



## First Selectman

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**From:** Ritter, Matthew D. <MRitter@goodwin.com>  
**Sent:** Monday, January 31, 2022 10:56 AM  
**To:** First Selectman  
**Subject:** RE: Overall Cost of Shipman & Goodwin related to the case

Andreas – it will probably be around \$18,000-\$20,000.

I will get you an exact number later today. Thanks.



**Matthew D. Ritter**  
Shipman & Goodwin LLP  
Partner  
One Constitution Plaza  
Hartford, CT 06103-1919

Tel: (860) 251-5092  
Fax: (860) 251-5212  
MRitter@goodwin.com  
[www.shipmangoodwin.com](http://www.shipmangoodwin.com)

*Shipman & Goodwin LLP is a 2020 Mansfield Certified Plus Firm*

Disclaimer: Privileged and confidential. If received in error, please notify me by e-mail and delete the message.

**From:** First Selectman <selectman@colchesterct.gov>  
**Sent:** Monday, January 31, 2022 10:51 AM  
**To:** Ritter, Matthew D. <MRitter@goodwin.com>  
**Subject:** Overall Cost of Shipman & Goodwin related to the case

**\*EXTERNAL EMAIL\***

Hi Matt,

I would like to provide the Board of Selectmen an overall cost of services by Shipman & Goodwin in relation to the Rudko case. If you do not have the overall costs, could you please provide me a general estimate?

Sincerely,

Andreas



## First Selectman

---

**From:** Ritter, Matthew D. <MRitter@goodwin.com>  
**Sent:** Monday, January 31, 2022 11:16 AM  
**To:** First Selectman  
**Subject:** Bill

Andreas - it will be about \$18,500. Thanks.

Sent from my iPhone

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

FY 20/21


Department: Public Works - Snow/Transfers Out

Reason for Request: Adoption of Snow Reserve Policy and establishment of Snow Reserve Fund in March 2016 - "It shall be the policy of the Board of Finance and Board of Selectmen to place unexpended funds within the Public Works Department - Snow Removal budget into the Snow Reserve Fund for use in future years with above average snowfall events and/or totals, that causes an overage within the Public Works Department - Snow Removal budget."

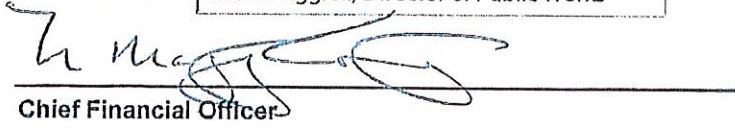
Reason for Available Funds: Adoption of Snow Reserve Policy and establishment of Snow Reserve Fund in March 2016 - "It shall be the policy of the Board of Finance and Board of Selectmen to place unexpended funds within the Public Works Department - Snow Removal budget into the Snow Reserve Fund for use in future years with above average snowfall events and/or totals, that causes an overage within the Public Works Department - Snow Removal budget."

From:	Account Number	Account Name	Amount
	13204-40103	Snow - Overtime	17,311
	13204-41230	Snow - FICA	1,612
	13204-42333	Snow - Sand, Salt, Gravel	8,584
<i>From</i>	13204-42340	Snow - Other Purchased Supplies	15,531
<i>To:</i>	13204-44208	Snow - Professional Services	5,860
	18501-50285	Transfer to Snow Reserve Fund	37,178

Sep 8, 2021  
Date Requested \_\_\_\_\_  
Department Director or Supervisor - Signature

  
Print Name James Paggioli, Director of Public Works

Sep 8, 2021  
Date Reviewed \_\_\_\_\_  
Chief Financial Officer

  
First Selectman

Sep 8, 2021  
Date Approved \_\_\_\_\_  
Board of Selectmen Clerk

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

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

FY 20/21

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

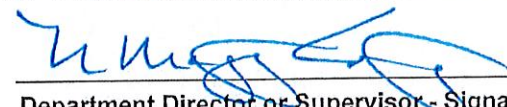
Department: Public Works

Reason for Request: Accrued vacation and/or sick payout - resignation of two employees from Public Works Administration

Reason for Available Funds: Vacant positions in Highway department

From:	Account Number	Account Name	Amount
	13201-40101	PW Highway - Regular Salary	5,261

To:	Account Number	Account Name	Amount
	13200-40101	PW Administration - Regular Salary	5,261

1/31/22  
Date Requested  Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

1/31/22  
Date Reviewed  Chief Financial Officer

1/31/22  
Date Approved  First Selectman

Date Approved Board of Selectmen Clerk

Date Approved Board of Finance Clerk

FY 20/21

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Public Works

Reason for Request: Overtime associated with storm events - Fleet Mechanics

Reason for Available Funds: Vacant positions in Highway department

From:	Account Number	Account Name	Amount
	13201-40101	PW Highway - Regular Salary	3,941

To:	Account Number	Account Name	Amount
	13202-40103	PW Fleet Maintenance - Overtime	3,941

1/31/22  
Date Requested  
  
Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

1/31/22  
Date Reviewed  
  
Chief Financial Officer

1/31/22  
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

FY 20/21

Department: Insurance

Reason for Request: Increased unemployment claims & extended benefits payments

Reason for Available Funds: Vacant positions in various Town departments, significant reduction in legal fees associated with negotiation of collective bargaining agreements, Contingency funds included in adopted budget

From:	Account Number	Account Name	Amount
	Various - see attached	Various - see attached	75,557

To:	Account Number	Account Name	Amount
	11701-44243	Unemployment Compensation	75,557

1/31/22  
 Date Requested

Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

1/31/22  
 Date Reviewed

Chief Financial Officer

1/31/22  
 Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

Town of Colchester			
Budget Transfer - Unemployment			
Account #	Department & Account Name	From	To
11205-44203	Human Resources - Legal	13,376	
13201-40101	Public Works - Highway - Regular Salary	16,757	
13203-40101	Public Works - Grounds Maintenance - Regular Salary	7,446	
15201-40101	Recreation - Regular Salary	15,730	
15401-40101	Senior Center - Regular Salary	8,791	
15401-41230	Senior Center - FICA/Retirement	2,829	
11110-50900	Contingency	10,628	
11701-44243	Unemployment		75,557
	Totals	75,557	75,557

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

FY 20/21

Department: Insurance

Reason for Request: Increase In Workers compensation insurance policy renewal greater than anticipated

Reason for Available Funds: Contingency funds included in adopted budget

From:	Account Number	Account Name	Amount
	11110-50900	Contingency	13,752

To:	Account Number	Account Name	Amount
	11701-41260	Workers Compensation Insurance	13,752

1/31/22  
Date Requested

  
Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

1/31/22  
Date Reviewed

  
Chief Financial Officer

1/31/22  
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

FY 20/21


Department:

Reason for Request:

Reason for Available Funds:


From:	Account Number	Account Name	Amount
	<input type="text" value="11110-50900"/>	<input type="text" value="Contingency"/>	<input type="text" value="16,035"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	Account Number	Account Name	Amount
	<input type="text" value="11701-44206"/>	<input type="text" value="Municipal Insurance"/>	<input type="text" value="16,035"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested   
 Department Director or Supervisor - Signature

Print Name

Date Reviewed   
 Chief Financial Officer

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

FY 20/21

Department: Human Resources/Public Works/Library

Reason for Request: Union contract settlements (Library, Public Works)

Reason for Available Funds: Funds included in adopted budget in Human Resources for union contract settlements (Library, Public Works)

From:	Account Number	Account Name	Amount
	11205-50950	Human Resources - Contract settlements	5,949
	11205-50950	Human Resources - Contract settlements	26,967

To:	Various	Various - see attached	32,916

1/31/22 \_\_\_\_\_  
 Date Requested Department Director or Supervisor - Signature

Print Name N. Maggie Cosgrove, CFO

1/31/22 \_\_\_\_\_  
 Date Reviewed Chief Financial Officer

1/31/22 \_\_\_\_\_  
 Date Approved First Selectman

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

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

Town of Colchester			
Budget Transfer - Union Contract Settlements			
Account #	Department & Account Name	From	To
11205-50950	Human Resources - Contract Settlements	5,949	
15101-40101	Cragin Library - Regular Salary		5,235
15101-41230	Cragin Library - FICA/Retirement		714
11205-50950	Human Resources - Contract Settlements	26,967	
13201-40101	Public Works - Highway - Regular Salary		9,745
13201-41230	Public Works - Highway - FICA/Retirement		1,428
13202-40101	Public Works - Fleet Maintenance - Regular Salary		3,847
13202-41230	Public Works - Fleet Maintenance - FICA/Retirement		563
13203-40101	Public Works - Grounds Maintenance - Regular Salary		8,034
13203-41230	Public Works - Grounds Maintenance - FICA/Retirement		1,177
13601-40101	Public Works - Transfer Station - Regular Salary		1,895
13601-41230	Public Works - Transfer Station - FICA/Retirement		278
	Totals	32,916	32,916

Town of Colchester  
 General Fund  
 Budget Transfer/Additional Appropriation

FY 20/21

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="11110-50900"/>	<input type="text" value="Contingency"/>	<input type="text" value="17,502"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	<input type="text" value="12101-40103"/>	<input type="text" value="Police - Overtime"/>	<input type="text" value="17,502"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested

  
Department Director or Supervisor - Signature

Print Name

Date Reviewed

  
Chief Financial Officer

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

FY 20/21

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	<input type="text" value="11110-50900"/>	<input type="text" value="Contingency"/>	<input type="text" value="3,075"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>


To:	Account Number	Account Name	Amount
	<input type="text" value="11105-40105"/>	<input type="text" value="Boards &amp; Comm - Contr Temp Payroll"/>	<input type="text" value="3,075"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested

  
 Department Director or Supervisor - Signature

Print Name

Date Reviewed

  
 Chief Financial Officer

Date Approved

  
 First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



The following is a list of changes to town employees from 11/15/2021-current:

11/15/2021 Andreas Bisbikos – elected, First Selectman  
11/15/2021 Rachel Fuller – hired, Department Assistant, First Selectman’s Office  
11/15/2021 Marli Rudko – hired, Executive Assistant, First Selectman’s Office  
12/10/2021 Keri Rowley – resigned, Deputy CFO, Finance Dept  
1/3/2022 Steven Hoffmann – hired, Fire Chief, Fire Dept  
1/5/2022 Peter Mendlinger – hired, part-time @ Parks & Recreation  
1/21/2022 Jean Walsh – retired, Administrative Assistant, Fire Dept  
1/24/2022 Reina Spearin – inactive, temp Camp Counselor, Parks & Recreation  
1/26/2022 Clare Strickland – resigned, Payroll/Benefits, Finance Dept

## PROPOSAL TO BOARD OF SELECTMEN

MOTION: To facilitate/create an agri-tourism webpage on the Town of Colchester website, highlighting Colchester farmers, equestrians, livestock, forestry, beekeeping and all other forms of agriculture.

To effectuate this motion, several groups should be involved:

- 1) The Economic Development Committee has been contacted for advice regarding this idea. They will remain a resource throughout.
- 2) The Tax Assessor's Office has provided an initial listing of farmers who are currently reporting property tax information.
- 3) As Selectman Liaison, Rosemary Coyle is involved to ensure appropriate involvement
- 4) Principal Peel at Bacon Academy has been involved to encourage amateur Videographers, journalists, theatre and public speaking students to assist in creating this webpage
- 5) An interactive map should be considered so visitors to the site can visualize where the farm or facility is located
- 6) Opportunities for educational presentations, such as: sheep shearing, greenhouse growing, fruit trees, cheese making, chicken maintenance, horse maintenance, honey harvesting and myriad other topics. These presentations could be accessed by Colchester teachers as part of an agricultural curriculum
- 7) This should be an ongoing website, evolving as the Town of Colchester evolves, so there should be access for visitors to the webpage to ask questions
- 8) Links to current farm websites can be the initial, immediate offering while video presentations are developed
- 9) Colchester farmers will be contacted to encourage involvement.
- 10) A Facebook page could be created to provide a platform for videos to keep the town's computer storage load at a minimum for this project

All questions can be forwarded to Donna Rosenblatt, Ag Commission Chair,  
(860)319-4343



Connecticut Propane & Petroleum  
 21 Austin Drive, Marlborough, CT 06447  
 Phone: 860-365-5218 | Fax: 860-365-5219  
 HOD #964 LIC# HTG.0396438-S1

**FIXED PRICE AGREEMENT**

This Propane Supply Agreement (“Agreement”) is between Connecticut Propane & Petroleum (hereinafter and in all related documents referred to as “CPP”, “Company”, “We”, or “Us”), and the customer identified below (hereinafter referred to as “Customer” or “You”).

Customer Information:	
Customer Name:	Town of Colchester <i>Acct Numbers: 6044, 6042, 6037, 6039, 6040, 6012, 6041, 6038, 6013, 2841, 6043</i>
Service Address:	Multiple locations
Primary Phone:	(860) 537-3462 - Steve Sharpe
Email Address:	fleet@colchesterct.gov

**TERM:** The original term of this agreement shall be for all fuel deliveries between July 1, 2022 to June 30, 2023. You may not terminate this agreement at any time during the original term. Upon expiration of this Agreement, You will remain active and will not be taken off Automatic Delivery. If a fixed price plan is not renewed, additional fuel will be billed at our posted retail rate. You will remain on Automatic Delivery at the expiration of this Agreement unless you notify CPP with 30 (thirty) days written notice. This written notice must be sent via certified mail, return receipt requested, or similar means.

**PROPANE:** Company will provide propane to the Customer for a fixed price of \$2.00 per gallon for the duration of this agreement. This price is final and not subject to change or alteration at any point during the original term.

**DELIVERY:** All fuel deliveries will be performed on an Automatic, Keep Full, or Supplement basis at the Service Address listed above. Will Call deliveries without Our authorization are not permitted. Delivery refusal is not permitted.

**PAYMENT AUTHORIZATION:**

The person(s) signing this document on behalf of the buyer represents he/she has the authority to do so. Any person signing this Agreement as a “Guarantor” below unconditionally agrees to pay Us promptly when due, or upon demand therefor, without deduction, counterclaim or other defense, the full amount of all obligations You owe Us under your agreement, including interest if applicable. The above information is given for the purpose of establishing an account and is a true statement.

By signing below, You acknowledge that You have reviewed, understand, and accept this Agreement.

Name

Signature

Date

# Kiosk Testing Agreement

**WHEREAS**, the City of Colchester, Connecticut (“Partner”) wishes to launch a CPR COVID-19 testing program within the Colchester, Connecticut area that is generally available to the public; and

**WHEREAS**, Curative Inc. (“Vendor”) is in the process of completing a public self-serve (pilot phase, subject to modifications) kiosk for COVID-19 testing; and

**WHEREAS**, Partner has agreed to allow testing to take place at its property and give access to Vendor for the duration of the Agreement; and

**WHEREAS**, Vendor and Partner (together, the “Parties”) wish to collaborate on such COVID testing;

Subject to the terms and conditions below, Partner, at no charge to Vendor shall provide a public area for placement of Vendor supplied kiosk, and Vendor shall supply such kiosk at no charge to Partner on the following days: beginning on February 17, 2022 until April 17, 2022, unless earlier terminated by either Party, and with an option to extend the end date. The site will be in operation Monday through Saturday, 8:00 am to 4:00 pm local time on those days. This is subject to change at the discretion of Vendor.

1. Vendor shall comply with all Partner property and facility rules and regulations.
2. Vendor shall be considered an independent contractor and neither Vendor, nor its workers or consultants, shall, under any circumstances, be considered employees of Partner.
3. Partner shall not be liable for any damage caused by acts of nature; (i.e., power failure, earthquake, flood, fire, explosion, theft, and vandalism to persons or properties in the space used by Vendor).
4. Vendor agrees that all personal property upon the premises shall be at the risk of the Vendor and that Partner shall not be liable for any damages, losses, or theft thereof.
5. Vendor shall furnish all labor, services, materials, supplies, and equipment necessary to maintain the operation of the kiosk during defined hours.
6. Vendor shall secure and keep a general commercial insurance policy covering personal injury and property damage in the amount of not less than \$1 million per occurrence, \$2 million aggregate. Vendor shall also secure and maintain workers’ compensation insurance if Vendor has employees as required by State law.



Vendor will list Partner as an additional insured on its Certificate of Insurance as indicated below:

Town of Colchester

127 Norwich Avenue

Colchester, CT 06415

7. Vendor shall only operate in the approved kiosk location within the area specified by Partner. The specified area is 215 Old Hebron Avenue, Colchester, CT 06415.

8. Partner will, upon request, furnish electricity in such locations where these utilities now exist. All requests for use of these facilities and/or additional installations or any special needs must be made in writing to Partner, listing specific needs.

9. Partner agrees to advertise and publicize the kiosk. Partner agrees to consult Vendor regarding any advertisement or public commentary regarding the kiosk operation prior to publicizing.

10. Kiosk and all intellectual property associated with such shall remain Vendor's sole and exclusive property.

11. Upon the expiration or termination of this Agreement, Vendor shall remove all goods, belongings, and fixtures belonging to the Vendor, and shall leave the Partner provided area, in the condition in which it was received, reasonable wear and tear excepted. Either Party may terminate this Agreement by providing written notice to the other.

## **COMPLIANCE WITH LAWS**

1. Vendor shall comply with all applicable Federal, State, and local laws, rules, and regulations. The Parties will agree to cooperate with each other in any actions that arise out of alleged violations of these or other local, state or federal laws or Vendor or Partner policies.

2. Each Party shall indemnify and hold harmless the other Party and its representatives, officers, agents, volunteers, and employees from and against third-party claims caused by or arising out of any direct breach of this Agreement it is responsible hereunder, and any and all actions, suits, proceedings, claims, demands or judgment incidents thereto. This provision shall survive termination of this Agreement.

[Signature Page Follows]

**PARTNER:**

Name and Title:

Signature:

Date:

**Curative Inc.:**

Name and Title:

Signature:

Date:



## Lenard Engineering, Inc.

2210 Main Street  
P.O. Box 1088  
Glastonbury, CT 06033  
Tel: 860 659-3100  
Fax: 860 659-3103  
www.lenard-eng.com

1348 Conantville Road  
P.O. Box 580  
Storrs, CT 06268  
Tel: 860 429-5400  
Fax: 860 429-1367

140 Willow Street  
Suite 8  
Winsted, CT 06098  
Tel: 860 379-6669  
Fax: 860 738-1272

15 Midstate Drive  
Suite 206  
Auburn, MA 01501  
Tel: 508 721-7600  
Fax: 508 721-7610

Civil, Environmental and Hydrogeological Consultants

January 13, 2022

Town of Colchester  
Sewer and Water Commission  
127 Norwich Avenue  
Colchester, CT 06415

Attn: Pamela Minella, Supervisor

***RE: Proposal for Professional Engineering Services, Conduct Water Tank Inspection and Alternates Evaluation, 40 foot Tall Tank at Elmwood Height, Colchester, Ct***

Dear Ms. Minella:

It was a pleasure meeting with Steve Coyle and yourself, to discuss upcoming water supply projects in Town. As discussed, the original 1939 Water Tank on Elmwood Heights is showing significant exterior coating failure, and indications are that the paint system contains lead.

Based on our discussions, I am pleased to recommend the following Scope of Work, which will evaluate options for this tank.

### SCOPE OF SERVICES

- 1) Conduct Updated Tank Condition Inspection - LEI will retain an experienced tank inspection company with NACE certified personnel to conduct a complete conditions inspection of the tank. This inspection will evaluate coating condition, as well as remaining metal thickness in various locations, to determine if recoating the tank is even feasible.

They will provide a written report with photo and video documentation to LEI and the Town. They will also collect and analyze paint samples for lead, to verify your assumption that lead is present in the coating system.

You indicated that Colchester has an ongoing relationship with a New England tank coating contractor. Based on the results of the inspection, we recommend you provide them with a copy of the inspection report, and have them provide a budgetary estimate to recoat the tank, if recoating is found to be feasible.

- 2) Obtain Budgetary Quotes for Replacement Tanks- LEI will contact several water storage tank representatives, and obtain budgetary estimates to construct a replacement tank at the site. .
- 3) Provide Letter Report- LEI will prepare a letter report, summarizing our findings, with recommendations on how to proceed. This report will provide budgets for the recommended options, as well as a step wise means of proceeding. .







Standard Conditions of Engagement  
Lenard Engineering, Inc.

1. **Agreement:** The proposal or agreement form duly executed by LEI and the Client, along with any documents appended by reference, including this *Standard Conditions of Engagement* constitutes the entire agreement between LEI and the Client and supersedes any written or oral representations made by either party prior to execution of this agreement.
2. **Acceptance Period:** This Client shall have 30 days after the offering date listed on the professional services agreement to accept the proposal, after which time the proposal terminates at the sole option of LEI. If the Client returns the executed agreement to LEI after the 30-day acceptance period expires, LEI may elect to accept the executed agreement or re-issue the agreement with revised terms and conditions.
3. **Governing Law:** This agreement is governed by the law of the State of Connecticut.
4. **Compensation Format:** The Client agrees to compensate LEI for services rendered according to the compensation format(s) stipulated in the agreement. The following paragraphs define the various compensation formats and the methods by which LEI will compute invoice amounts:
  - 4.A) **Fixed Fee:** LEI shall render services for the fixed fee stipulated in the agreement. The fixed fee shall include the cost of all *Basic Services* (in-house labor), *Outside Services* (services provided by outside individuals or firms), *Reimbursable Expenses* (mileage, printing, and other consumable expenses), services charges, and taxes (if any). At the conclusion of each billing period, LEI will compute the invoice value by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements.
  - 4.B) **Fixed Fee Plus Outside Services and Expenses:** LEI shall furnish *Basic Services* for the fixed fee stipulated in the Agreement. In addition to the fixed fee for *Basic Services*, LEI shall furnish *Outside Services* at LEI's cost plus a 10% service charge and invoice the Client for *Reimbursable Expenses* according to the attached document entitled "Reimbursable Expense Schedule" and made a part hereof. At the conclusion of each billing period, LEI will calculate the value of *Basic Services* by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements. To this value, LEI will add the value of *Outside Services* and *Reimbursable Expenses* incurred during the billing period.
  - 4.C) **Time and Materials:** LEI shall furnish services on a time-and-materials basis, with no limiting amount. LEI will compute time charges for *Basic Services* by multiplying the number of hours expended on the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.
  - 4.D) **Time-Charge-Maximum:** LEI shall furnish services on a time-and-materials basis. LEI will compute time charges for *Basic Services* by multiplying the actual number of hours charged to the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to time charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). The total value of LEI time charges for in-house labor shall not exceed the maximum limiting amount stipulated in the Agreement. At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.
5. **Payment Terms:**
  - 5.A) **Retainer:** If the Agreement requires a retainer, the Client shall forward the retainer to LEI along with an executed copy of the Agreement. LEI will apply the retainer toward the Client's final invoice. If the retainer exceeds the final invoice value, LEI shall refund the difference to the Client within 30 days from the date of final invoice. If the final invoice exceeds the retainer, the Client shall, within 30 days from the date of final invoice remit the amount due.
  - 5.B) **Invoice Frequency and Review:** LEI will submit invoices monthly, unless the Agreement specifies a different frequency, including specific milestones. The Client shall review LEI invoices within seven (7) business days. If the Client disputes any invoice or charge the Client shall identify in writing within fourteen (14) days from its receipt of the invoice the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
  - 5.C) **Interest on Overdue Balances:** Invoices are due and payable in full thirty (30) days after the date on the invoice. LEI will add an interest charge of 1½ % (or the maximum rate allowed by law, whichever is less) of the invoice amount automatically to each invoice if payment is not received on the thirty-first day. Thereafter, LEI will add interest on the cumulative outstanding balance at a rate of 1½ % per month (or the maximum rate allowed by law, whichever is less).
  - 5.D) **Collection Costs:** For outstanding balances beyond 60 days past-due, LEI may employ a collection agency to enforce payment terms of this agreement and may recover the amount owed along with reasonable attorneys' fees and other reasonable costs and expenses incurred in collection. LEI's collection agency shall be entitled to collect from the Client any settlement sum due plus the value of the collection agency's charges.
  - 5.E) **Attorney's Fees and Other Charges:** For outstanding balances beyond 60 day past-due, LEI reserves the right to take legal action to enforce the payment terms of this agreement. In the event of such legal action, LEI shall be entitled to collect from the Client any judgment or settlement sum due, plus reasonable attorney's fees, court costs, and the reasonable value of LEI's time and expenses relating to such collection action, computed according to LEI's prevailing hourly billing schedule and expense policies.
  - 5.F) **Application of Payments:** LEI reserves the right to apply payments to accrued interest first, and then to any unpaid principal. LEI will apply payments to unpaid principal in the order in which invoices are issued, starting with the oldest outstanding invoice.
  6. **LEI's Performance:** LEI will endeavor to complete the services rendered under this agreement within the estimated schedule or period of service discussed in the agreement. The Client understands that LEI may be obstructed from timely performing this agreement by factors or causes beyond LEI's reasonable control. Such factors or causes include, but are not limited to, acts of God, war, riots, fire, floods, inclement weather, delays created within or by approving agencies, acts of civil or military authority (including governmental laws, orders, priorities or regulations), acts of the Client, acts of the Client's contractors and agents, or inability, despite reasonable efforts, to obtain access to the project site and facilities. If delays arise through no fault of LEI, the Client agrees that LEI's estimated schedule or period of service will be extended by a period of time equal to that of the delay. The Client also agrees to compensate LEI for reasonable costs incurred by LEI in contending with such delays.
  7. **Right of Entry:** The Client shall provide access to the property owned by the Client and/or others so that LEI and its authorized agents may fulfill the scope of services of this agreement. Although LEI will exercise reasonable care in performing its services, the Client understands that the use of testing equipment or other tools and procedures may unavoidably cause some impact to the site, the correction of which is not part of this agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs arising or allegedly arising from procedures associated with testing, surveys, and site investigations connected in any way with LEI's fulfillment of the scope of services of this agreement. LEI shall be liable only for damages resulting solely from LEI's negligent acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this *Standard Conditions of Engagement*.
  8. **Underground Improvements:** LEI and/or its subconsultants will conduct research that, in its professional opinion, is necessary, and will prepare a plan indicating the locations for subsurface penetrations with respect to the assumed locations of existing underground improvements. Such services by LEI and its subconsultants will be performed in a manner consistent with the ordinary standard of professional care. The Client recognizes, however, that such research may not identify all underground improvements and that the information upon which LEI reasonably relies may contain errors or may be incomplete. Therefore, the Client agrees, to the fullest extent permitted by law, to waive all claims and causes of action against LEI, and anyone for whom LEI may be legally liable, for damages to underground improvements resulting from subsurface penetrations in locations established by LEI that are based on properly filed and available records of said underground improvements.
  9. **Ownership and Reuse of Documents:** All reports, drawings, specifications, computer files, field data, notes, laboratory test data, calculations, and other instruments prepared by LEI as instruments of service shall remain the property of LEI. LEI shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Client may make and retain copies of LEI's instruments of service for its own information and reference in connection with the use and occupancy of the project site by the Client and others; however, such documents are not intended or represented by LEI to be suitable for re-use by the Client or others on extensions of the project or on any other project. Any re-use of documents prepared for the Client by LEI will be at the re-user's sole risk, without liability or legal exposure to LEI. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from or in any way connected with the unauthorized re-use or modification of LEI documents by the Client or any person or entity that acquires or obtains LEI documents from or through the Client without written authorization of LEI. The Client agrees that all LEI instruments of service which are not paid for in full will be returned upon demand by LEI and will not be used for any purpose whatsoever. Unless specifically stipulated in the agreement, LEI will not provide the Client with any instruments of service on electronic media. If LEI and the Client subsequently agree to such transfer of electronic data, the Client agrees to compensate LEI for costs incurred in preparing electronic documents. LEI reserves the right to impose terms and conditions for such transfer of electronic data in addition to those already stipulated in this *Standard Conditions of Engagement*.
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same time, and in the same locale by members of the profession. The standard of care shall be exclusively judged as of the time the services are rendered and not according to later standards. The Client agrees that LEI will render the services provided without any other warranty, expressed or implied.

**11. Insurances:** LEI maintains general liability, automobile liability, worker's compensation / employer's liability, and professional liability insurance coverage. LEI will furnish certification upon written request. The Client agrees that LEI will not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**12. Professional Liability Risk Allocation:** The Client and LEI have discussed their risks, rewards, and benefits under this agreement and LEI's total fee for services. The parties to this Agreement have allocated the risks such that, to the fullest extent permitted by law, LEI's total liability for any and all injuries, claims, expenses, damages, or claim expenses arising out of this agreement from any causes related to professional services shall not exceed the total amount of \$ 50,000 or LEI's fee, whichever is greater. Such causes include, but are not limited to LEI's negligent errors and omissions.

**13. Consequential Damages:** Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by the law, neither the Client nor LEI, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and LEI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**14. Opinions of Probable Construction Cost:** In providing opinions of probable construction cost, the Client understands that LEI has no control over the cost or availability of labor, equipment, or materials, or over market conditions, or contractors' methods of pricing, and that LEI's opinions of probable construction cost are made on the basis of LEI's professional judgment and experience. LEI makes no warranty, expressed or implied, that the bids or negotiated cost of the work will not vary from LEI's opinion of probable construction cost.

**15. Services Related to Permits and Approvals:** The Client understands that the granting of project-related permits and approvals by regulatory agencies often involves discretionary and subjective judgments and that LEI has no control over such judgments. Consequently, LEI cannot assure the Client that regulatory agencies will approve permit applications prepared by LEI on the Client's behalf, or that any conditions-of-approval imposed by regulatory agencies will be acceptable to the Client. Hence, the Client agrees to waive any claim against LEI for relative damages, direct or indirect, which may result from an unfavorable decision or denial of approvals or permit applications by regulatory agencies. LEI shall be liable only for damages resulting solely from LEI's negligence acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this *Standard Conditions of Engagement*.

**16. Public Responsibility:** The Client agrees to notify each appropriate 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. LEI shall have no liability or responsibility to the Client or to any other person for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify, and hold LEI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees and defense costs, incurred by LEI and arising directly or indirectly out of LEI's reporting such information under a bona fide belief, or upon advice of counsel, that such reporting or failure to report or disclosure is required by law.

**17. Modification of Agreement:** The Client and LEI may modify this Agreement at any time by duly executed written change order. All change orders shall include detailed descriptions, where applicable, of adjustments to:

17.A) The agreement's scope of services

17.B) The magnitude or format of compensation

17.C) The magnitude and/or timing of progress payments

17.D) LEI's schedule or period of service

**18. Suspension of Work:** If the Client suspends the project or LEI's services for more than 30 calendar days, consecutive or in the aggregate, over the term of this agreement, the Client shall pay LEI for all services performed and reimbursable expenses incurred prior to LEI's receipt of the written suspension notice. In addition, upon resumption of services, the Client shall pay LEI for expenses incurred as a result of the suspension and resumption, and LEI's schedule of fees for the remainder of the project shall be equitably adjusted. If the Client is in breach of the payment terms or otherwise in material breach of this agreement, LEI may suspend performance of services upon provision of seven days' written notice to the Client. LEI shall have no liability to the Client, and the Client agrees to make no claim for any delay or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, LEI shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. In the event that the Client has paid a retainer to LEI, LEI shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension.

Prior to resuming services after such suspension, the Client shall remit to LEI sufficient funds to replenish the retainer to its full prior amount.

**19. Termination of Agreement:** Either party may terminate this agreement for cause upon giving the other party at least seven calendar days' written notice. In the event of termination of this agreement by either party, the Client shall pay LEI for all services rendered and all reimbursable expenses incurred by LEI up to the date of termination, in accordance with the payment terms of this agreement. The Client may terminate this agreement for the Client's convenience and without cause, upon giving LEI seven (7) calendar days' written notice. The following causes may give rise to termination:

19.A) Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party

19.B) Assignment of this agreement or transfer of the project to any other entity without prior written consent of the other party

19.C) Suspension of the project or LEI's services for more than 90 calendar days, consecutive or in the aggregate

19.D) Material changes in the conditions under which this agreement was entered into, the scope of services, or the nature of the project, and the failure of the parties to reach agreement in the compensation and schedule adjustments necessitated by such changes

In the event of termination that is not the fault of LEI, the Client shall pay LEI, in addition to payment for services rendered and reimbursable expenses incurred, for all expenses reasonably incurred by LEI in connection with the orderly termination of this agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from termination.

**20. Shop Drawing Review:** If required by the Agreement, LEI shall review and approve or take other appropriate action on the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. LEI's review shall be conducted with reasonable promptness while allowing sufficient time in LEI's judgment to permit adequate review. Review of a specific item shall not indicate that LEI has reviewed the entire assembly of which the item is a component. LEI shall not be responsible for any deviations from the Construction Documents not brought to the attention of LEI in writing by the Contractor. LEI shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**21. Assignment:** Neither party to this agreement shall transfer, sublet, or assign any rights under this agreement (including, but not limited to, monies that are or may be due) without prior written consent of the other party. The subcontracting of services by LEI to other parties (subconsultants) shall not be considered an assignment for purposes of this agreement.

**22. Hazardous Materials:** Both parties acknowledge that LEI's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event LEI or any other party encounters any hazardous or toxic materials, or should it become known to LEI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of LEI's services, LEI may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, partners, employees and consultants (collectively, LEI) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of LEI.

**23. Dispute Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and LEI agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to the American Arbitration Association or any other alternate dispute resolution provider agreed upon by the parties. Costs of arbitration, including reasonable attorneys' fees and interest on sums determined to be improperly withheld, shall be borne by the losing party. Judgment may be entered on any arbitration award in any court of competent jurisdiction or withheld and set-off from any payment due hereunder or any other agreement entered in connection with this agreement.





# Lenard Engineering, Inc.

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P.O. Box 1088  
Glastonbury, CT 06033  
Tel: 860 659-3100  
Fax: 860 659-3103  
www.lenard-eng.com

1348 Conantville Road  
P.O. Box 580  
Storrs, CT 06268  
Tel: 860 429-5400  
Fax: 860 429-1367

140 Willow Street  
Suite 8  
Winsted, CT 06098  
Tel: 860 379-6669  
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15 Midstate Drive  
Suite 206  
Auburn, MA 01501  
Tel: 508 721-7600  
Fax: 508 721-7610

Civil, Environmental and Hydrogeological Consultants

January 14, 2022

Town of Colchester  
Sewer and Water Commission  
127 Norwich Avenue  
Colchester, CT 06415

Attn: Pamela Minella, Supervisor

***RE: Proposal for Professional Engineering Services, Conduct Investigation into Filter Plant Underdrain Failure and Upgrade Options, Colchester, Ct***

Dear Ms. Minella:

It was a pleasure meeting with Steve Coyle and yourself, to discuss upcoming water supply projects in Town. As discussed, the most recent filter vessel additions (Vessels # 1 and # 2) have had several failures, which has require Colchester to take them off line and operate at a reduced capacity. Bringing these vessels back on line in a safe and prudent fashion is a high priority, to produce higher flow rates to meet system demands, especially during summer.

Based on our discussions, I am pleased to recommend the following Scope of Work, which will evaluate options to bring these vessels on-line.

## SCOPE OF SERVICES

- 1) Review Filter Vessel History – As discussed, Lenard Engineering, Inc. (LEI) designed the original filter system in 1985, with filters # 3, 4 and 5 installed at that time. Subsequent upgrades by other engineers included adding two more filter vessels, changing out filter media, among other equipment changes.  
  
LEI will review the history past design plans for the plant, and focus on the changes over time to the tank internals, and means of filtering, draining, backwashing and air washing the media.
- 2) Contact Outside Specialists- Once we have a handle on the historic changes within the filters themselves, we will reach out to water treatment vendors and specialists, including Hungerford & Terry, the supplier of the original and updated equipment.
- 3) Develop Potential Upgrade Options- LEI will evaluate possible solutions to utilizing the existing filter vessels with new internals, replacing the filter vessels with brand new vessels and internal, and potentially other solutions.
- 4) Prepare Summary Report – LEI will prepare a summary report of our findings, discussing options and cost for various upgrades, and recommend the best improvement option.





## Hourly Billing Rates

<u>Classification</u>	<u>2022</u>
<b>Engineering Group</b>	
Sr. Principal Engineer	195.00
Principal Engineer	190.00
Project Manager	165.00
Senior Project Engineer	145.00
Project Engineer	130.00
Licensed Land Surveyor	130.00
Civil Engineer	115.00
Sr. Technician	117.00
Technician	95.00
<b>Environmental &amp; Hydrogeology Group</b>	
Sr. Principal Hydrogeologist	195.00
Project Manager/Sr. Hydrogeologist	145.00
Sr. Scientist	140.00
Project Hydrogeologist	120.00
Project Geologist	110.00
Field Technician	95.00
Senior Administrator	70.00
Administrative Assistant	60.00



## Reimbursable Expense Schedule

<i>Expense Item</i>	<i>2022 Charge</i>
Personal vehicle mileage charge (portal-to-portal)	\$ 0.56 per mile
Company Light Commercial vehicle charge (portal-to-portal)	\$ 0.85 per mile
Company Commercial vehicle charge (portal-to-portal)	\$ 1.35 per mile
In-house copies:	
8.5" x 11"	\$ 0.15 per sheet
Blackline prints	\$ 2.50 per sheet
Plotting and printing charges (outside vendors)	LEI's cost plus 10%
Express or Certified Postage charges	LEI's cost plus 10%
Film, photography development charges	LEI's cost plus 10%
Incidental field supplies (flagging, spray paint, etc.)	LEI's cost plus 10%
Other project-related reimbursable expenses	LEI's cost plus 10%



Standard Conditions of Engagement  
Lenard Engineering, Inc.

1. **Agreement:** The proposal or agreement form duly executed by LEI and the Client, along with any documents appended by reference, including this Standard Conditions of Engagement constitutes the entire agreement between LEI and the Client and supersedes any written or oral representations made by either party prior to execution of this agreement.
2. **Acceptance Period:** This Client shall have 30 days after the offering date listed on the professional services agreement to accept the proposal, after which time the proposal terminates at the sole option of LEI. If the Client returns the executed agreement to LEI after the 30-day acceptance period expires, LEI may elect to accept the executed agreement or re-issue the agreement with revised terms and conditions.
3. **Governing Law:** This agreement is governed by the law of the State of Connecticut.
4. **Compensation Format:** The Client agrees to compensate LEI for services rendered according to the compensation format(s) stipulated in the agreement. The following paragraphs define the various compensation formats and the methods by which LEI will compute invoice amounts:
  - 4.A) **Fixed Fee:** LEI shall render services for the fixed fee stipulated in the agreement. The fixed fee shall include the cost of all *Basic Services* (In-house labor), *Outside Services* (services provided by outside individuals or firms), *Reimbursable Expenses* (mileage, printing, and other consumable expenses), services charges, and taxes (if any). At the conclusion of each billing period, LEI will compute the invoice value by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements.
  - 4.B) **Fixed Fee Plus Outside Services and Expenses:** LEI shall furnish *Basic Services* for the fixed fee stipulated in the Agreement. In addition to the fixed fee for *Basic Services*, LEI shall furnish *Outside Services* at LEI's cost plus a 10% service charge and invoice the Client for *Reimbursable Expenses* according to the attached document entitled "Reimbursable Expense Schedule" and made a part hereof. At the conclusion of each billing period, LEI will calculate the value of *Basic Services* by estimating the percentage of completion, or if so stipulated in the agreement, by applying milestone payment requirements. To this value, LEI will add the value of *Outside Services* and *Reimbursable Expenses* incurred during the billing period.
  - 4.C) **Time and Materials:** LEI shall furnish services on a time-and-materials basis, with no limiting amount. LEI will compute time charges for *Basic Services* by multiplying the number of hours expended on the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.
  - 4.D) **Time-Charge-Maximum:** LEI shall furnish services on a time-and-materials basis. LEI will compute time charges for *Basic Services* by multiplying the actual number of hours charged to the project by LEI staff by LEI's standard hourly rates for various employee classifications (refer to the attached document entitled "Hourly Billing Rates"). In addition to time charges for *Basic Services*, LEI will invoice the Client for *Outside Services* at LEI's cost plus a 10% service charge and for *Reimbursable Expenses* (refer to the attached document entitled "Reimbursable Expense Schedule"). The total value of LEI time charges for in-house labor shall not exceed the maximum limiting amount stipulated in the Agreement. At the conclusion of each billing period, LEI will invoice the Client for *Basic Services*, *Outside Services*, and *Reimbursable Expenses* incurred during the billing period.
5. **Payment Terms:**
  - 5.A) **Retainer:** If the Agreement requires a retainer, the Client shall forward the retainer to LEI along with an executed copy of the Agreement. LEI will apply the retainer toward the Client's final invoice. If the retainer exceeds the final invoice value, LEI shall refund the difference to the Client within 30 days from the date of final invoice. If the final invoice exceeds the retainer, the Client shall, within 30 days from the date of final invoice remit the amount due.
  - 5.B) **Invoice Frequency and Review:** LEI will submit invoices monthly, unless the Agreement specifies a different frequency, including specific milestones. The Client shall review LEI invoices within seven (7) business days. If the Client disputes any invoice or charge the Client shall identify in writing within fourteen (14) days from its receipt of the invoice the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement.
  - 5.C) **Interest on Overdue Balances:** Invoices are due and payable in full thirty (30) days after the date on the invoice. LEI will add an interest charge of 1½ % (or the maximum rate allowed by law, whichever is less) of the invoice amount automatically to each invoice if payment is not received on the thirty-first day. Thereafter, LEI will add interest on the cumulative outstanding balance at a rate of 1½ % per month (or the maximum rate allowed by law, whichever is less).
  - 5.D) **Collection Costs:** For outstanding balances beyond 60 days past-due, LEI may employ a collection agency to enforce payment terms of this agreement and may recover the amount owed along with reasonable attorneys' fees and other reasonable costs and expenses incurred in collection. LEI's collection agency shall be entitled to collect from the Client any settlement sum due plus the value of the collection agency's charges.
  - 5.E) **Attorney's Fees and Other Charges:** For outstanding balances beyond 60 days past-due, LEI reserves the right to take legal action to enforce the payment terms of this agreement. In the event of such legal action, LEI shall be entitled to collect from the Client any judgment or settlement sum due, plus reasonable attorney's fees, court costs, and the reasonable value of LEI's time and expenses relating to such collection action, computed according to LEI's prevailing hourly billing schedule and expense policies.
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9. **Ownership and Reuse of Documents:** All reports, drawings, specifications, computer files, field data, notes, laboratory test data, calculations, and other instruments prepared by LEI as instruments of service shall remain the property of LEI. LEI shall retain all common law, statutory, and other reserved rights, including the copyright thereto. The Client may make and retain copies of LEI's instruments of service for its own information and reference in connection with the use and occupancy of the project site by the Client and others; however, such documents are not intended or represented by LEI to be suitable for re-use by the Client or others on extensions of the project or on any other project. Any re-use of documents prepared for the Client by LEI will be at the re-user's sole risk, without liability or legal exposure to LEI. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, directors, employees, and subconsultants (collectively, LEI) against any damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising or allegedly arising from or in any way connected with the unauthorized re-use or modification of LEI documents by the Client or any person or entity that acquires or obtains LEI documents from or through the Client without written authorization of LEI. The Client agrees that all LEI instruments of service which are not paid for in full will be returned upon demand by LEI and will not be used for any purpose whatsoever, unless specifically stipulated in the agreement. LEI will not provide the Client with any instruments of service on electronic media. If LEI and the Client subsequently agree to such transfer of electronic data, the Client agrees to compensate LEI for costs incurred in preparing electronic documents. LEI reserves the right to impose terms and conditions for such transfer of electronic data in addition to those already stipulated in this Standard Conditions of Engagement.
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same time, and in the same locale by members of the profession. The standard of care shall be exclusively judged as of the time the services are rendered and not according to later standards. The Client agrees that LEI will render the services provided without any other warranty, expressed or implied.

**11. Insurances:** LEI maintains general liability, automobile liability, worker's compensation / employer's liability, and professional liability insurance coverage. LEI will furnish certification upon written request. The Client agrees that LEI will not be liable or responsible to the Client for any loss, damage, or liability beyond the amounts, limits, exclusions, and conditions of such insurance.

**12. Professional Liability Risk Allocation:** The Client and LEI have discussed their risks, rewards, and benefits under this agreement and LEI's total fee for services. The parties to this Agreement have allocated the risks such that, to the fullest extent permitted by law, LEI's total liability for any and all injuries, claims, expenses, damages, or claim expenses arising out of this agreement from any causes related to professional services shall not exceed the total amount of \$ 50,000 or LEI's fee, whichever is greater. Such causes include, but are not limited to LEI's negligent errors and omissions.

**13. Consequential Damages:** Notwithstanding any other provisions of this Agreement, and to the fullest extent permitted by the law, neither the Client nor LEI, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and LEI shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**14. Opinions of Probable Construction Cost:** In providing opinions of probable construction cost, the Client understands that LEI has no control over the cost or availability of labor, equipment, or materials, or over market conditions, or contractors' methods of pricing, and that LEI's opinions of probable construction cost are made on the basis of LEI's professional judgment and experience. LEI makes no warranty, expressed or implied, that the bids or negotiated cost of the work will not vary from LEI's opinion of probable construction cost.

**15. Services Related to Permits and Approvals:** The Client understands that the granting of project-related permits and approvals by regulatory agencies often involves discretionary and subjective judgments and that LEI has no control over such judgments. Consequently, LEI cannot assure the Client that regulatory agencies will approve permit applications prepared by LEI on the Client's behalf, or that any conditions-of-approval imposed by regulatory agencies will be acceptable to the Client. Hence, the Client agrees to waive any claim against LEI for relative damages, direct or indirect, which may result from an unfavorable decision or denial of approvals or permit applications by regulatory agencies. LEI shall be liable only for damages resulting solely from LEI's negligence acts, errors, and omissions, subject to the Professional Liability Risk Allocation provisions contained elsewhere in this Standard Conditions of Engagement.

**16. Public Responsibility:** The Client agrees to notify each appropriate 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. LEI shall have no liability or responsibility to the Client or to any other person for reports or disclosures made in accordance with such statutory or other lawful requirements. The Client shall defend, indemnify, and hold LEI harmless from and against any and all claims, demands, liabilities and expense, including reasonable attorney's fees and defense costs, incurred by LEI and arising directly or indirectly out of LEI's reporting such information under a bona fide belief, or upon advice of counsel, that such reporting or failure to report or disclosure is required by law.

**17. Modification of Agreement:** The Client and LEI may modify this Agreement at any time by duly executed written change order. All change orders shall include detailed descriptions, where applicable, of adjustments to:

- 17.A) The agreement's scope of services
- 17.B) The magnitude or format of compensation
- 17.C) The magnitude and/or timing of progress payments
- 17.D) LEI's schedule or period of service

**18. Suspension of Work:** If the Client suspends the project or LEI's services for more than 30 calendar days, consecutive or in the aggregate, over the term of this agreement, the Client shall pay LEI for all services performed and reimbursable expenses incurred prior to LEI's receipt of the written suspension notice. In addition, upon resumption of services, the Client shall pay LEI for expenses incurred as a result of the suspension and resumption, and LEI's schedule of fees for the remainder of the project shall be equitably adjusted. If the Client is in breach of the payment terms or otherwise in material breach of this agreement, LEI may suspend performance of services upon provision of seven days' written notice to the Client. LEI shall have no liability to the Client, and the Client agrees to make no claim for any delay or damages as a result of such suspension caused by any breach of this agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, LEI shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension. In the event that the Client has paid a retainer to LEI, LEI shall be entitled to apply the retainer to cover any sums due from the Client up to the date of suspension

Prior to resuming services after such suspension, the Client shall remit to LEI sufficient funds to replenish the retainer to its full prior amount.

**19. Termination of Agreement:** Either party may terminate this agreement for cause upon giving the other party at least seven calendar days' written notice. In the event of termination of this agreement by either party, the Client shall pay LEI for all services rendered and all reimbursable expenses incurred by LEI up to the date of termination, in accordance with the payment terms of this agreement. The Client may terminate this agreement for the Client's convenience and without cause, upon giving LEI seven (7) calendar days' written notice. The following causes may give rise to termination:

- 19.A) Substantial failure by the other party to perform in accordance with the terms of this agreement and through no fault of the terminating party
- 19.B) Assignment of this agreement or transfer of the project to any other entity without prior written consent of the other party
- 19.C) Suspension of the project or LEI's services for more than 90 calendar days, consecutive or in the aggregate
- 19.D) Material changes in the conditions under which this agreement was entered into, the scope of services, or the nature of the project, and the failure of the parties to reach agreement in the compensation and schedule adjustments necessitated by such changes

In the event of termination that is not the fault of LEI, the Client shall pay LEI, in addition to payment for services rendered and reimbursable expenses incurred, for all expenses reasonably incurred by LEI in connection with the orderly termination of this agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs, and all other expenses directly resulting from termination.

**20. Shop Drawing Review:** If required by the Agreement, LEI shall review and approve or take other appropriate action on the Contractor's submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. LEI's review shall be conducted with reasonable promptness while allowing sufficient time in LEI's judgment to permit adequate review. Review of a specific item shall not indicate that LEI has reviewed the entire assembly of which the item is a component. LEI shall not be responsible for any deviations from the Construction Documents not brought to the attention of LEI in writing by the Contractor. LEI shall not be required to review partial submissions or those for which submission of correlated items have not been received.

**21. Assignment:** Neither party to this agreement shall transfer, sublet, or assign any rights under this agreement (including, but not limited to, monies that are or may be due) without prior written consent of the other party. The subcontracting of services by LEI to other parties (subconsultants) shall not be considered an assignment for purposes of this agreement.

**22. Hazardous Materials:** Both parties acknowledge that LEI's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event LEI or any other party encounters any hazardous or toxic materials, or should it become known to LEI that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of LEI's services, LEI may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Client retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. The Client agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless LEI, its officers, partners, employees and consultants (collectively, LEI) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of LEI.

**23. Dispute Resolution:** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and LEI agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to the American Arbitration Association or any other alternate dispute resolution provider agreed upon by the parties. Costs of arbitration, including reasonable attorneys' fees and interest on sums determined to be improperly withheld, shall be borne by the losing party. Judgment may be entered on any arbitration award in any court of competent jurisdiction or withheld and set-off on any payment due hereunder or any other agreement entered in connection with this agreement.