

Andreas Bisbikos

From: Jason L. <jaylach@gmail.com>
Sent: Saturday, November 20, 2021 11:02 AM
To: Andreas Bisbikos
Subject: Fwd: In regards to Meaghan Kehoegreen
Attachments: image0.png

I typed your email address wrong the first time. Please see correspondence below.

----- Forwarded message -----

From: **Jason L.** <jaylach@gmail.com>
Date: Sat, Nov 20, 2021 at 11:01 AM
Subject: In regards to Meaghan Kehoegreen
To: <mtomasi@colchesterct.org>, <shickey@colchesterct.org>, <dantonacci@colchesterct.org>, <mgignac@colchesterct.org>, <rgignac@colchesterct.org>, <aoliphant@colchesterct.org>, <jburt@colchesterct.org>, <jmorozowich@colchesterct.org>
Cc: <abisbikos@colchesterct.go>

Hello Superintendent Burk and Board of Education members,

I am writing in regards to a Facebook post made by Meaghan Kehoegreen on the morning of 11/20/2021. I have attached a screenshot of the post in question. I am writing to you as a tax paying citizen in this town who helps pay Ms. Kehoegreen's salary, as a parent with multiple children in our school system, and as a duly elected representative on the Board of Selectmen.

In this post, Ms. Kehoegreen makes statements about the Kyle Rittenhouse that are objectively false. These statements show her desire to perpetuate a false narrative in an effort to serve her own political agenda and not in an effort to inform the public in an objectively true manner. She did not offer her opinions of the verdict but, instead, chose to perpetuate lies about the case and about Kyle.

The first objectively false statement made by Ms. Kehoegreen is the claim that Kyle Rittenhouse is a murderer. Mr. Rittenhouse was found not guilty of all charges, including the charge of murder. This was after 4 days of jury deliberations and a rather lengthy trial. A jury of his peers, as is required by our Constitution, determined that he was not a murderer. This claim is objectively false, and one she would know was false if she did even the most basic of research. Her own personal feelings cannot rewrite the facts as they exist.

The other claim is even more egregious -- that Kyle shot black men. He did not. The three men he shot, Joseph Rosenbaum, Anthony Huber, and Gaige Grosskreutz are all white. These are the only people Kyle fired his weapon at. That these men are white is objectively true, thus the claim that they were black is objectively false. And, again, this is a fact that Ms. Kehoegreen would understand had she bothered to do basic research and not let her personal political feelings drive her emotional response to the verdict.

The claim that Kyle "murdered black men" is not only objectively false, it is a purely politically serving false narrative intended to sow discontent and fan the flames of hatred that are already running rampant through our nation. When a private citizen gets the facts of a national story of this magnitude wrong it is embarrassing. When someone that is charged with helping our children grow into objective, critical thinking adults it is

gravely concerning.

I find her inability to maintain the role of an objective observer in the public square to be both unforgivable and unacceptable. If she cannot maintain an air of objectiveness in the public space then how can any parent have the confidence that she is maintaining that role behind closed doors in a room with our children? How can any parent have the confidence that her personal feelings do not drive other inappropriate behavior in her classroom? Even worse is her desire to turn the Kyle Rittenhouse into one based on race when it is, based on the facts of the case, not. This false narrative serves no other purpose than to sow divide, which is antithetical to the moral obligations of a teacher with authority over our children's lives. I cannot help but feel that part of her motivation was an extension of her comments during the Board of Selectmen meeting on 11/18/2021 against the removal of the "Racism Public Health Crisis" proclamation.

The role of a teacher is not one that should be molding our kids to think like them, or to believe in a particular narrative, but instead one that teaches them to be objective and critical thinkers who use all available information to form an opinion. Ms. Kehoegreen's behavior in a public forum destroys any confidence the public can have in her ability to keep her personal beliefs out of the classroom where they don't belong. She couldn't do this basic fact finding herself, and didn't use all available information to form her own public opinion, after all.

In fairness to Ms. Kehoegreen, she is a member of the Colchester Democratic Town Committee and I have never questioned that. I do believe teachers have the right to their own personal opinions and feelings. They are human, after all. I do not, however, believe they should be making those opinions known in public where their students, and their parents, are present knowing they hold a position of authority over their students. I also take great issue when what they offer is not an opinion, but an objectively false narrative that seeks to only further the divide of our community and of our nation.

Ms. Kehoegreen did delete her post after it stayed up for nearly 2 hours. Unfortunately, the deletion of the post does not undo the actions she took. It was not an admission that she was wrong and sorry about being wrong, especially since she has not (as of 11am on 11/20/2021) made a follow statement admitting she was wrong. It was only an admission that she got caught. Once again, I find this to be totally unbecoming of a teacher. A teacher, of all people, should be able to admit their mistakes. They owe that much to their students.

As a parent, I would urge Mr. Burk, and the Board of Education, to hold Ms. Kehoegreen accountable for her post. As an elected member of the Board of Selectmen, I believe you have a duty to the people of Colchester to hold Ms. Kehoegreen accountable for her unethical and unteacherly behavior this morning. Our children deserve better this and it is your duty, as elected representatives of our town who oversee our schools, to ensure they get the absolute best. I, and others, have lost the confidence that Ms. Kehoegreen is providing our children with the best we can offer them.

I would also like to ask both the Board of Education, and the Board of Selectmen, to include this letter in their packet as a correspondence for their next meeting.

Thank you,

Jason LaChapelle

Andreas Bisbikos

From: Contact form at Colchester CT <cmsmailer@civicplus.com>
Sent: Saturday, November 20, 2021 12:59 PM
To: Andreas Bisbikos
Subject: [Colchester CT] Town Social Media Policy (Sent by Sean Gillespie, sean.gillespie@gmail.com)

Hello abisbikos,

Sean Gillespie (sean.gillespie@gmail.com) has sent you a message via your contact form (<https://www.colchesterct.gov/user/30/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/30/edit>.

Message:

First Selectman Bisbikos,

First and foremost, I would like to congratulate you on your recent election victory. I look forward to seeing how you improve this town. I am happy to see that young and eager people are getting involved in politics, and that it is leading to new voices being heard on a larger scale.

With that said, certain procedures and existing policies do need to be followed, particularly on social media. I believe a member of the board of selectmen is in violation of the town social media policy by his actions in the All Things Colchester group on Facebook. I understand Mr. Lachapelle feels that it is his duty to speak out when he sees something he views as an injustice or a matter that the town needs to deal with. I also believe that he needs to follow policy when he does so, especially under his account that identifies him as a town selectman.

I would encourage you to speak with him regarding his social media presence, paying close attention to several points listed in the town employee handbook. I understand that he is not a town employee, but the social media policy does include language that applies to elected and appointed officials.

Social Media Policy Item 9: Appointed and Elected Officials and Employees posting to Social Media must conduct themselves at all times as representatives of the Town in accordance with all Town rules, regulations and policies.

Social Media Policy Item 12, point B:

Appointed and Elected Officials and Employees are held responsible for their own content expressed through social media and will be expected to communicate in a professional and lawful manner at all times.

Social Media Policy Item 12, point F:

While communicating through social media, if an employee posts content that has something to do with the work they perform for the Town or subjects associated with the business of the Town, employees must make clear that they are speaking for themselves and not on behalf of the Town by accompanying their posts with a disclaimer such as "Postings on this site are my own and do not necessarily represent the Town's positions or opinions"

These two points suggest to me that at bare minimum, Mr. Lachapelle should be including such a disclaimer in his public posts, especially in the recent case where he posted a very divisive letter he wrote to Superintendent Burt.

I do not have any vested political interest that opposes Mr. Lachapelle, as I am an independent. I am mainly concerned that comments and actions such as this may inadvertently involve the town in unnecessary lawsuits. I admire Mr. Lachapelle's passion for his position and his desire to help Colchester, however I believe it may be necessary to educate him on the proper protocols for doing so as an elected official. Additionally it may be a good idea to educate and refresh all town employees and elected officials on these policies. As you are likely aware, there is presently a lot of politically charged banter on social media sites that have included comments from elected officials and employees alike. I would also encourage the board of education to review their social media and conduct policies with their employees as well, as this could lead to fewer conflicts on public websites.

I look forward to your response, and please do not hesitate to contact me if you would like to speak further on this or any other issues.

Once again, Congratulations Mr. First Selectman, and I look forward to seeing what you can do for this town.
Sean Gillespie

sean.gillespie@gmail.com

860-682-2204

155 Mill Hill Rd,
Colchester CT

First Selectman

From: Bernie Dennler III <berniedennler@gmail.com>
Sent: Saturday, November 20, 2021 1:58 PM
To: First Selectman
Subject: Correspondence for BOS Regarding HR Issue

Dear First Selectman Bisbikos and members of the Board of Selectmen,
I am writing to express great concern regarding actions taken by new Board of Selectmen member Jason LaChapelle this week targeting a Colchester Public Schools teacher. According to his own Facebook posts, Mr. LaChapelle contacted the superintendent regarding a political statement made on Facebook by a private citizen who happens to be a Colchester Public Schools employee.

The statement in question by the employee contained a factual inaccuracy which the person acknowledged and corrected. Unfortunately, Mr. LaChapelle took it upon himself as a member of this Board to contact the superintendent regarding the employee. In his correspondence, he called for the employee in question to be held "accountable" by the Superintendent and Board of Education while stating that he and others have "lost confidence" in this employee.

I am writing to remind members of this Board and other elected Boards that they are representatives of the Town of Colchester which is an employer.

I believe this action taken by Mr. LaChapelle against an employee of Colchester Public Schools for her statement made as a private citizen put the Town in a dangerous legal situation. Further compounding this issue, a newly elected member of Board of Finance, Mr. Tim Vaillancourt responded calling for the superintendent to "act swiftly" against the employee. In doing so, Mr. Vaillancourt invoked his elected position on the Board of Finance.

Public employees enjoy the same first amendment rights as all citizens. The Town cannot limit the free speech of its employees so long as the speech is made on their own personal time and is not made in their capacity as an employee. Public employers like the Town of Colchester cannot act against or discipline individuals for personal political speech. This apparent attempt by Mr. LaChapelle as a Selectman and Mr. Vaillancourt as a Board of Finance member to seek some sort of action against a Colchester Public Schools employee puts the Town in legal jeopardy. Whether the intent is to seek discipline, termination, or even to simply silence and censor employees in their private lives, Mr. LaChapelle and Mr. Vaillancourt have crossed a line as elected representatives of the Town.

I understand that both Jason LaChapelle and Tim Vaillancourt are new to serving on elected Boards. Had they made these statements as private citizens, their statements would not pose any sort of legal issue for them or anyone else. Unfortunately, by invoking their status as elected officials, this is now an H.R. issue. I hope that Mr. LaChapelle did not send his email to the superintendent from a town email which would further entangle the Town as an employer with his statements against an employee.

I strongly encourage that both Mr. LaChapelle and Mr. Vaillancourt retract their statements, issue an apology to the employee they have called for action against, and that ALL elected officials receive H.R. training about their roles and their responsibility to interact appropriately with employees of the Town of Colchester.

Sincerely,
Bernie Dennler

First Selectman

From: Sabrina Coffin via Colchester CT <cmsmailer@civicplus.com>
Sent: Sunday, November 21, 2021 8:43 AM
To: Marli Rudko; Rachel Fuller; First Selectman
Subject: Submission Received: Contact Us

Submitted on Sunday, November 21, 2021 - 8:42am

Submitted values are:

Subject: First Selectman's Office

Message Details: I am very disgusted with Jason LaChapelle's recent bullying of an educator in town. The post she made was done as a private citizen. For him to use his office to send a threatening letter to her employer and blast her for all to see online is unconscionable and beneath the dignity of the office he holds. She apologized and so should he. He spends entirely too much time arguing with citizens online. It's a bad look and you might want to encourage him to put the phone down from time to time and actually focus on doing good for our town. We made the news twice in the past two weeks and neither were very flattering stories. If he's so worried about our educators, why isn't he expressing concern with the football season being cancelled over Title IX violations? What this woman posted as a private citizen from her own home is entirely irrelevant and his determination to smear her is really gross and says a lot about his character. Tell your people to do better. This is pathetic.

==Please provide the following information:==

Name: Sabrina Coffin
Email: s.pace06@yahoo.com
Phone: 8603037379
Address: 24 Jan Drive
Organization: N/A

The results of this submission may be viewed at:

<https://www.colchesterct.gov/node/16/submission/8831>

Andreas Bisbikos

From: Contact form at Colchester CT <cmsmailer@civicplus.com>
Sent: Monday, November 22, 2021 7:55 AM
To: Andreas Bisbikos
Subject: [Colchester CT] Facebook and overreach (Sent by Susan Banning, sj.banning@gmail.com)

Hello abisbikos,

Susan Banning (sj.banning@gmail.com) has sent you a message via your contact form (<https://www.colchesterct.gov/user/30/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/30/edit>.

Message:

Nov. 22, 2021

Dear Mr. Bisbikos,

When a member of the board of selectmen patrols Facebook and writes official letters condemning posts he disagrees with politically, I find it disconcerting and Big Brother-like. People make mistakes. The teacher -- who is excellent at her job, I will add -- clarified her post and apologized, yet still, this member of the board of selectmen fired off emails using his position as a cudgel to the superintendent of schools and the board of education. I think he is usurping his powers as a public servant and should be reprimanded accordingly.

I have no doubt that in this zero-sum game that is local politics, you will look up my political affiliation because I must have an agenda. I will save you the time: If I am registered with a party, it is because of Connecticut's antiquated closed primary rules. I'm probably a Democrat, as the presidential primary was the most interesting primary in recent memory. I consider myself unaffiliated. I do not vote along party lines. In fact, I voted for Mr. LaChapelle, and believe me, I am sincerely regretting it after this weekend's performance.

Sincerely,
Susan Banning

Andreas Bisbikos

From: Contact form at Colchester CT <cmsmailer@civicplus.com>
Sent: Monday, November 22, 2021 11:35 AM
To: Andreas Bisbikos
Subject: [Colchester CT] Maehan Kehoegreen (Sent by Sabrina Coffin, S.pace06@yahoo.com)

Hello abisbikos,

Sabrina Coffin (S.pace06@yahoo.com) has sent you a message via your contact form (<https://www.colchesterct.gov/user/30/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/30/edit>.

Message:

I am absolutely appalled and disgusted by the continued harassment of Ms. Kehoegreen on the All Things Colchester page. Jason LaChapelle was completely out of line for writing to the board of education and then publishing the letter online for the entire town to see. Are teachers not affronted first amendment rights? Should her job really be in jeopardy over a post she made as a private citizen? A post she deleted after realizing her error and has apologized for over and over again. This is beyond outrageous and will have a chilling effect on all educators who are seen as the enemy to your rabid supporters. It has been several days and this poor women is still being harassed online. Jason has absolutely abused his power and his refusal to apologize or own up to his mistake speaks volumes for his character. He is a bully, plain and simple. He is online constantly arguing with our citizens instead of working for them. It's beneath the dignity of the office he holds, and he has no business being an elected official if he has that much time to pick fights on social media. His and Tim Vaillancourt's actions with regards to Ms. Kehoegreen illustrate exactly how immature and ill-prepared they are to hold office. As first selectmen you should publicly condemn their behavior and promise to do better, but instead you've chosen to let it go unchecked. Your silence speak volumes.

First Selectman

From: Lynn GIZA <mikegiza@sbcglobal.net>
Sent: Monday, November 22, 2021 1:21 PM
To: First Selectman
Subject: Jason Lachapelle and Tim Vaillencourt

Good morning Andreas,

I have been a resident of Colchester for the last 37 years and have never witnessed anything like what is going on in our town now. It is despicable to say the least. Jason Lachapelle and Tim Vaillencourt, two newly elected public officials have significantly contributed to this chaos, due to their deliberate actions.

Jason had every right to send a letter to the superintendent of schools expressing his concern over the actions of a teacher. He crossed the line when he posted the letter, creating an inflammatory post that put the town in an uproar. He accused the teacher of perpetuating a false narrative to fan the flames of hatred. This strong statement has no back-up other than the teacher made a mistake with her facts. If she was truly perpetuating a false narrative, then there would be numerous posts and evidence of such a heinous accusation. She also never would have removed the post so quickly or issue an apology when she learned of her mistake. This mistake of facts was posted on a private citizen's facebook account and had nothing to do with her teachings in any of her classrooms.

There must be consequences for Jason's behavior in the capacity of a town selectman. I am urging that he receive a strong letter of reprimand and a warning that behavior like this in the future could result in his losing his spot on the Board of Selectman. I also think some form of apology from Jason is in order, not for the letter itself but the way he went about dealing with this issue.

Tim Vaillencourt also posted as a tax payer and a member of the BOF. His post stating that "she is poisoning children's mind" is also based solely on one post made by Mrs. K. where she admitted she had her facts wrong. Mrs K. post containing wrong facts was a grave mistake while Tim's post was intentional. This categorically and undeniably false accusation was posted for an entire community to read without one shred of evidence to back it up. Tim has not been in any of her classrooms and the contents of his post are devastating and border on actual harassment. Tim had full knowledge of the emotional harm a post of this nature could cause this educator.

There also must be consequences for Tim's action. I believe Tim should be asked to resign from his position as a member of the BOF. Our town should not be represented by any individual who would make a deliberate attempt to ruin a teacher's reputation based on her one facebook post.

Andreas, the people of our town deserve much better than what we are seeing happen right before our eyes. I respectfully request your consideration on the above. Please let me know what action will be taken on this matter.

Sincerely,
Lynn Giza

First Selectman

From: Mary Ann Lewis <maryann.lewis@comcast.net>
Sent: Monday, November 22, 2021 2:26 PM
To: First Selectman
Subject: Sliding down the slippery slope of social media.

Good day,

I am beyond appalled at the public humiliation of a Colchester teacher at the hands of an elected official. I will not name names here, I am sure you are well aware of what is going on. This incident on Facebook is the current peak of an atmosphere of divisiveness and cowardly backstabbing and name calling that has permeated this town's online presence over the past few months.

The teacher in question made a post that was erroneous in it's facts. She remove the post, and posted an apology. Why does a town official find it necessary to re post what was originally said? Am I supposed to infer that because the post was made with a "private" profile while sharing another post from his "public" profile that it was not made in his capacity as a town official? I'm sorry but a public statement is a public statement, regardless of which online profile the person is using. It is still the same person, and these statements can't help but reflect on the town.

I believe that trying and convicting a person publicly in this manner is beneath the dignity of this town. It is time for the leaders of both political parties to step up and ask for decorum from their supporters, and for town officials to demand the same from those who represent our town, elected or hired.

I am concerned that posting disciplinary requests on social media could open the town to lawsuits. Particularly with difficult to substantiate remarks like *"These statements show her desire to perpetuate a false narrative in an effort to serve her own political agenda"*. When taken in the context of her original post it is clear that some dark political agenda was not her intent.

I would like to point out from the Social Media policy on the town's website:

"e. Unless authorized in writing by their immediate supervisor and/or the First Selectman (such as when an Employee's job is to send public messages on behalf of the Town), Employees do not have permission to speak on behalf of the Town via social media.

f. While communicating through social media, if an employee posts any content that has something to do with the work they perform for the Town or subjects associated with the business of the Town, employees must make clear that they are speaking for themselves and not on behalf of the Town by accompanying their posts with a disclaimer such as: "The postings on this site are my own and do not necessarily represent the Town's positions or opinions."

From one of the responses by the elected official who made the post prompting this email:

*"...I, as a parent and as a tax payer, have every right to question her public behavior. **As an elected official, it's my duty to hold town employees accountable for their behavior through the proper channels. That is what I did and I will not apologize for it.**"* (note that the formatting is mine for emphasis.) Has the First Selectman authorized this person to speak on behalf of the town? Is it now the official policy of the town that "proper channels" are humiliation on social media?

Under normal circumstances I would expect that the teacher in question would be spoken to about whatever policy she might have violated (if indeed, she has violated any). After this weekend, I do hope the poor woman is given the benefit of the doubt and not dragged through anymore mud. I also would hope that the town takes a good, hard look at the potential consequences of conducting it's business on social media. Announcements and updates are one thing, shredding employees and fellow citizens is something entirely different.

At this point I believe the Town of Colchester owes this woman a public apology for what was done and said on it's behalf by an elected official. Please feel free to reach out to me for more information if you are unaware of the incidents I am referring to.

Kind Regards,

Mary Ann Lewis



This email has been checked for viruses by Avast antivirus software.

www.avast.com

Andreas Bisbikos

From: Jason L. <jaylach@gmail.com>
Sent: Monday, November 22, 2021 5:37 PM
To: Andreas Bisbikos
Subject: Re: our conversation earlier today

Dear Andreas -

In an interest of transparency, I am putting our conversation from earlier in writing.

My email to the Board of Education, and Superintendent Burt, in regards to Ms. Kehoegreen was not me speaking on behalf of the Town of Colchester. I have no authority to do so, and I never said that I did. Why some people want to try and claim I was, I do not know. In my email I stated that I was speaking as a taxpayer, as a parent, and as a duly elected official. This was not to add weight to my comments, but to highlight that I understand the duty I believe they have, as elected officials, to the people of Colchester. I did not, nor could I, use my position on the Board of Selectmen to influence or dictate any decision they make as I, like you, have no power (either direct or indirect) over our school system.

I also want to make it crystal clear that I never suggested Ms. Kehoegreen should be fired. I understand some have interpreted my suggestion for accountability to mean firing, they are wrong. Their interpretation does not dictate what the intent of my email was. Nobody should be fired over a single Facebook post. I think I have made it rather obvious over the past few years that I am not shy about my feelings or my opinions. I would have expected that those who wished to read my email in an honest light would understand that if I felt she should be fired, I would have said as much. That's especially true when talking about an educator in town making discriminatory and divisive comments in a public town forum, justified on the back of a proven and knowable false narrative.

I hear and understand the feedback that I should not have made my email public. Next time I will take full transparency a little less literally and use better judgement about what I make public and what I keep private. However I have absolutely no intention of apologizing for sending my email, as some have asked me to do. I also understand that a couple members of the community have called on me to resign. That is not going to happen. I stand fully and completely behind my criticism of Ms. Kehoegreen's public comments. My email was sent, and the post was made, before she made her public apology -- which I commend her for doing. Even still, her apology does not change her actions. She used a false narrative, one that has been used by many to preemptively justify further riots in communities that are still reeling from last summer's riots, to spout the absolutely hateful and discriminatory rhetoric that "white boys and men" feel like the "right thing to" do is to "shoot black men", and that they are being raised to think it's okay to "post jokes" about the "murder of black people". Racially charged language like that has no place in our community, especially not out of the mouth of a public educator on a forum her students, who respect her words and treat them as the truth, frequent. She also got the basic objective facts about a case that has captivated the nation for over a year, long before the trial even started, wrong. My opinion is that an educator, and a figure of authority, in our community should learn the basic facts about something if they wish to comment on it publicly -- especially if she wishes to use it as justification to push a racially divisive narrative. I do not believe that is a high bar to hold our public educators to. I have every right, as a private American citizen and as an elected official, to make that opinion known both publicly and privately.

The charge that I harassed and bullied Ms. Kehoegreen is patently false and is merely an appeal to the public's emotions. Ms. Kehoegreen chose to take the actions she took. Nobody forced her to make her comments in a public Colchester forum. I did not follow her around. I didn't even tag her in my post. I merely offered publicly an email I sent offering my feedback of her comments -- feedback, mind you, that the very post in question solicited.

The charge that I, as an elected official, somehow crossed a line because of my public comments is one I find to be rather hollow. We cannot forget that an elected member of the Board of Finance left you a voicemail effectively threatening me during the campaign. When I asked if he wanted to talk things out, he said he had no desire to speak with me. Other members of the Board of Finance, including one who is still sitting in his seat, publicly attacked me when I forgot if I voted. When I realized my mistake, I immediately apologized. They never retracted, apologized, or resigned -- nor were they ever asked to. The same is true for a member of the Senior Center Committee. That same elected Board of Finance member also publicly attacked me for not attending the CBA debate when my father was in the hospital.

Those attacks were levied at me during a time in which I was a private citizen. I was not elected or appointed to any board or commission. I was not sitting in a position that is paid for by tax dollars. I held no position of authority in our community. And yet, all the ones now saying that I crossed a line were either silent about, or actively supporting, the attacks against me by those elected officials. These facts make it hard for me to take their complaints as anything more than an avenue to fulfill their political agenda. While that is not true for all, or even most of, those who have criticized my actions, it certainly appears true for those who are being the loudest about this claim.

As I have been telling citizens on Facebook, I welcome them writing their concerns about me to the proper channels. In this case, that would be the Ethics Commission. What I do not support, however, are the few who have repeatedly gone after my children and my family. Their incessant claims that my children must be miserable, that they "feel bad" for the upbringing my kids must have, that I am "brainwashing" them by forcing them to watch "Newsmax", etc are utterly disgusting. I welcome any and all criticisms of my actions, but to believe that my children and my family deserve to be disparaged is beyond classless. Whatever their opinion is of me, I have at least been able to share my thoughts and concerns without resorting to name calling or attacking people's families.

Please include this as correspondence for the next Board of Selectmen meeting.

Thank you,

Jason LaChapelle

Sent from my iPhone

November 22,2021

Superintendent Burt
127 Norwich Avenue, Suite 202
Colchester, CT 06415
jburt@colchesterct.org

VIA EMAIL

RE: Letter from Selectman Jason LaChapelle

Dear Superintendent Burt:

As a resident of Colchester, I saw the posts on the All Things Colchester Facebook® page this past weekend.

Ms. Kehogreen made a post about the Kyle Rittenhouse trial and asked for feedback on how to address concerns that she had about particular violence in our society. This post contained factual errors. When these errors were pointed out to her, she took her post down (the same day), publicly acknowledged her mistakes and publicly apologized. The acknowledgement of her mistake, her public apology, and her expression of "lessons learned" were commendable.

As you are probably aware, Selectman LaChapelle posted not only his reaction to Ms. Kehogreen's post but also included the text of the letters he sent to you and the Colchester Board of Education. I do not support the content of these letters, and do not agree with Selectman LaChapelle's comments that Ms. Kehogreen be held accountable for her actions.

In both his Facebook® comments and his letters, I believe Selectman LaChapelle jumped to conclusions about Ms. Kehogreen's intent and desires, including "her desire to perpetuate a false narrative in an effort to serve her own political agenda." I do not agree with his statements that Ms. Kehogreen's comments were "unethical" and "unteacherly".

Finally, I do not agree with Selectman's LaChapelle's comments, that there is "lost confidence that Ms. Kehogreen is providing our children with the best that we can offer them."

Like, Selectman LaChapelle I am a taxpaying citizen and I put great trust in the town and all of its elected officials to thoughtfully act in the best interest of the town and its citizens.

I ask that the Board of Education and the Board of Selectmen include this letter in their packets as a correspondence for their next meetings.

Please note: I refer to Mr. LaChapelle as Selectman LaChapelle in this letter as he referred to himself in his correspondence to you as a duly elected representative on the Board of Selectmen and posted his comments to All Things Colchester using his Jason LaChapelle-Selectman Facebook® profile.

Sincerely,

Mary Spalter

C: Chair Colchester Board of Education
Colchester Board of Selectmen



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen
Regular Meeting
Minutes

Thursday, November 18, 2021 @ 7 PM via Zoom

Members Present: First Selectman Andreas Bisbikos, Selectmen Rosemary Coyle, Jason LaChapelle,
Denise Turner

1. CALL TO ORDER: First Selectman Andreas Bisbikos called the meeting to order at 7:05 p.m.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO THE AGENDA:
R. Coyle motioned to have consent agenda item #6A removed and added to the agenda as #5A. Seconded by D. Turner, MOTION CARRIED UNANIMOUSLY
4. CITIZEN'S COMMENTS: L. Curtis recommended having full complement of selectmen to render decision on Chapter 92.
D. Bouchard congratulated all Board of Selectmen members and looks forward to future meetings.
R. Avery thanked past and current administration for their service and encouraged new Board of Selectmen members to celebrate diversity through the CORE Commission.
J. Knapp acknowledged progress on past and current agenda items and emphasized urging movement of the selection of a new fire chief.
Lisa Johnson, Meaghan Kehogreen, Amy Domeika and Michelle Gilman voiced their criticism of the reversal of the original proclamation dated July,16, 2020.
Cathy Russi expressed her support of having government zoom meetings and is thrilled on the development of the Senior Center Building project.
5. CORRESPONDENCE: ATTACHED
6. CONSENT AGENDA
 - A. Approve Minutes of the November 10th Special Board of Selectmen Meeting
 - B. Accept resignation of Pamela Scheibelein from the Youth FIRST Coalition with a Term to Expire 12/31/2022
 - C. Tax Exemption of Volunteer Fire Department Members. R. Coyle motioned to approve Consent Agenda, seconded by D. Turner, MOTION CARRIED UNANIMOUSLY

RECEIVED
COLCHESTER, CT
2021 NOV 22 PM 6:14
Gayle Furman
TOWN CLERK

7. Tax Collectors Refunds. R. Coyle made a motion to block approve, seconded by D. Turner, MOTION CARRIED UNANIMOUSLY.
8. Town of Colchester Personnel Transmittal Form – First Selectman. Andreas Bisbikos communicated that HR approved and M. Cosgrove (Finance) suggested bringing forth to the Board of Selectmen for approval. R. Coyle and D. Turner had various questions and concerns with a decrease in the First Selectman’s salary and its effect on future budgets. J. LaChapelle stated that he did not see any harm in the First Selectman making a decision of this nature. Future discussion will need to take place about this matter. A. Bisbikos made a motion to table this for future discussion, seconded by J. LaChapelle. MOTION CARRIED UNANIMOUSLY
9. Possible Naming of Field R4 after Norm Kaplan. A. Bisbikos shared information he received that there is an ordinance that states before a field can be named after an individual, they would have to have been deceased for a year. There is a question around whether R4 is already named and that R7 might be available for naming. R. Coyle and J. LaChapelle both mentioned the fact that policy should be followed in the naming. Everyone agreed that N. Kaplan was a great man and coach and that we should honor him in naming a field after him.
10. ARPA Committee Recommended Guidelines. R. Coyle stated final decisions will come back to the Board of Selectmen for approval for each proposal. R. Coyle motioned to approve ARPA guidelines of up to 1M business category with cap of 25K per business, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY
11. National Opioids Settlement Agreement. Money relief to be used here in town. Deadline for town to register with CT. Conference of Municipalities to join settlement is 1/2/2022. R. Coyle motioned to moved to authorized town of Colchester to participate in the National Opioid Settlement and register for it for our own municipality, seconded by J. LaChapelle. MOTION CARRIED UNANIMOUSLY
12. Evaluation & Award of RFP/Q for Affordable Housing Plan. M. Bordeaux provided quick overview of Affordable Housing Plan and Guidelines. Planning & Zoning applied to Dept. of Housing for technical assistance grant for the award of 15K. Two qualified respondents, one of which was SLR, the preferred one. M. Bordeaux requested the board authorize the First Selectman to sign any associated documents with SLR and execution of the RFP/Q. D. Turner made a motion to authorize this and it was seconded by R. Coyle. MOTION CARRIED UNANIMOUSLY
13. Code Revisions to Chapter 92 – Open Space Preservation Fund. J. LaChapelle raised questions on clarification of the understanding of Chapter 92 as it relates to the involvement of a third-party and any benefits the taxpayer may be able to gain by this. M. Bordeaux addressed some of those questions. L. Curtis also participated in further explanation about these code revisions. J. LaChapelle suggested a bigger push on public education. A. Bisbikos suggested further discussion on possible language modifications to move this forward. R. Coyle motioned to take no action at this time and put on a subsequent agenda. NO ACTION TAKEN.
14. CITIZEN’S COMMENTS: L. Hageman expressed to take no action on amendment change. Willing to provide documentation on land transaction. She is part founding member of the Land Trust.

Chapter 92

D. Bouchard had a question regarding ARPA committee looking for guidance. Some businesses had bailouts and what will the structuring advice be to businesses that already received funds. Also, regarding easements when owning farmland and guidance to heirs on where their power lies.

T. Rudko spoke to physically purchasing land rights and tax reductions, selling building rights to prevent from being developed. Is against town involving itself with third-party entanglement. Believes if town uses taxpayer money, then town should retain ownership.

D. Levine who is the president of the Colchester Land Trust clarified some legal issues. All of this will go to BOS to discuss for more findings. Offered time to talk with anyone to educate more on this subject.

K. Chapman believes this Chapter 92 is a huge issue and commented on the Land Trust. She hopes it is carefully considered and brought to the town.

C. Vaillancourt agreed with J. LaChapelle in that regarding farmland, save a portion of it so the town can use it. Also thanked A. Bisbikos for his offer to reduce his salary and save the taxpayers money.

M. Kohoegreen was surprised that there was any talk about needing more discussions for land easement because she stated there have been meeting after meeting about this. Understood what A. Bisbikos is trying to do with requesting a salary decrease but brought up disparity issues going from his previous teacher salary to this position.

L. Johnson expressed additional concern with reversal of proclamation and would like to see new proclamation reversed.

T. Vaillancourt thanked Andreas and Jason for putting taxpayers first. Commented to R. Coyle that just because things were done in the past a certain way, doesn't mean we should continue doing it that way.

L. Curtis stated she looks forward to talking with J. LaChapelle more on Chapter 92. Offered to schedule a meeting with Jason, Deborah and Andreas to talk more on this subject.

S. Chapman commented on citizens comment format and that we are not a racist community in regard to the prior proclamation. Also stated we need to be mindful of land use and long-term goals. Congratulated the incoming administration.

L. Johnson stated she likes responses to the citizens comments from the Board of Selectmen. Hopes to have a really open conversation about the proclamation.

M. Lehtinen congratulated Andreas and Jason and welcomed back Rosemary and Denise. Stated salary reduction was a good precedent, former President Kennedy did it. Thank you for keeping that campaign promise.

Nina spoke regarding the proclamation and supported L. Johnson for speaking out about her opinion on it.

v. Duigou spoke about walking a fine line with land conservation. Spoke about affordable housing, sustainable growth and not wanting urban sprawl. Suggested for a future topic the idea creating a cohesive Affordable Housing Committee to represent Land Trust and First Selectman's office to move forward.

L. Curtis expressed an interest in J. Duigou's idea.

15. FIRST SELECTMAN'S REPORT: Proclamation replaced. Exploring in-person meetings and zoom hybridization. Going forward meeting types will be determined by the Chairperson's committee/board. Senior Center Building passed Y-1421 N-851, and the project will proceed.

16. LIAISON REPORTS: R. Coyle suggested bringing fire chiefs interviews first, next month. D. Turner had no liaison reports but would like the CORE interviews on the December calendar. Fire chief and CORE should be priorities.

17. ADJOURN: J. LaChapelle motioned to adjourn, seconded by D. Turner. MOTION CARRIED UNANIMOUSLY

Please see the minutes of future meetings for any corrections hereto.

Respectfully Submitted by:

Marli Rudko

Executive Assistant to the First Selectman

First Selectman

From: Marjorie Mlodzinski <msrmlodzinski@gmail.com>
Sent: Tuesday, November 23, 2021 9:21 AM
To: First Selectman
Cc: Marli Rudko; Rosemary Coyle
Subject: Re: Membership Updates for the Commission on Aging

Thank you!

Sent from my iPad

> On Nov 23, 2021, at 8:56 AM, First Selectman <selectman@colchesterct.gov> wrote:

>

> Hi Marge,

>

> Thank you for the update. I will add it to the next BOS agenda.

>

> Andreas

>

> Andreas Bisbikos

> First Selectman of Colchester

> 860-537-7220 office

>

>

>

> -----Original Message-----

> From: Marjorie Mlodzinski <msrmlodzinski@gmail.com>

> Sent: Monday, November 22, 2021 4:48 PM

> To: First Selectman <selectman@colchesterct.gov>; Marli Rudko <mrudko@colchesterct.gov>

> Cc: Rosemary Coyle <rcoyle@colchesterct.gov>

> Subject: Membership Updates for the Commission on Aging

>

>

>> Hello Andreas and Marli —

>

>> For the next BoS meeting, please. I believe it is December 2nd.

>>

>> Sandra Gaetano has indicated that she will be resigning from the Commission on Aging due to health concerns. She does not have internet capabilities to make notification and we agreed that I would inform the Board of Selectmen.

>>

>> Also, Nola Weston will be moving from alternate to full membership with an expiration date of 12/31/23. Quinn Kozak will be moving from alternate to full membership with an expiration date of 12/1/23. Could you please add these two appointments to the next BoS meeting

>>

>> Thanks, Marge


APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES



TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION								
NAME:	THOMAS M CONDIT							
MAILING ADDRESS:	132 BROAD MEADOW RD COLCHESTER CT 06415							
BILL NO:	2020-03-0052892							
BILL NO:								
BILL NO:								
BILL NO:								
REASON FOR APPLICATION:	COC MV SOLD							
AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/4/2021	\$ 353.03	10/20	7/1/2021	\$ 294.08	\$ 0.00	\$ 0.00	\$ 294.08	\$ 58.95

APPLICANT(S) SIGNATURE: Thomas M. Condit

OFFICE USE ONLY:			
Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 58.95
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$
Collectors Recommendation to the Governing Body			
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended			
ABATEMENT OR REFUND	\$ 58.95	APPLICATION SUBMITTED DATE:	11-5-2021
TAX COLLECTOR: MICHELE WYATT			
Governing Body Action Taken			
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer			
MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:	
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:			
CLERK SIGNATURE:			



2020030052892

AS OF 11/05/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0052892
 UNIQUE ID: 52892
 LINK # 2020-MV-0001630
 FILE#
 BANK:
 ESCROW:

NAME: CONDIR THOMAS M
 C/O:
 ADDRESS: 132 BROAD MEADOW RD
 ADDRESS2:
 CITY ST ZIP: COLCHESTER CT 06415-1066
 COUNTRY:

DISTRICT: 10,750
 PROP ASSESSED: 10,750
 EXEMPTIONS: YR/WAKE/MDL 2016 / KIA / SORENTO
 COC CHANGE: -1,795 REG/CL/ID 1 / 5XYPG4A53GG111335
 COC #: 99616M
 EXEMPT Change: ASSMNT CHANGE: 0.00
 NET VALUE: 8,955 TOWN BENEFIT
 REG# EXPR:

MILL RATE: 33.0500
 /BACK TAXES

*** BILLED ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Inst1	1	10/27/2021		14/502/3412	2	-1.88	0.00	0.00	0.00	0.00
Inst2	2	08/04/2021	99616M	69/2731/1	1	-58.95	0.00	0.00	0.00	0.00
Inst3	1	07/06/2021		81/1217/271	T	353.03	0.00	0.00	0.00	353.03
Inst4										
ADJS										
TOT TAX										
TOTAL PAID:										

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Inst1	1	10/27/2021		14/502/3412	2	-1.88	0.00	0.00	0.00	0.00
Inst2	2	08/04/2021	99616M	69/2731/1	1	-58.95	0.00	0.00	0.00	0.00
Inst3	1	07/06/2021		81/1217/271	T	353.03	0.00	0.00	0.00	353.03
ADJS										
TOT TAX										
TOTAL PAID:										

TOTAL BALANCE DUE AS OF 11/05/2021

INT DUE
 LIEN DUE
 FEES DUE
 TAX DUE NOW
 TOT DUE NOW
 BALANCE AMT
 *** FLAGS ***
 Circuit Breaker Amt 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV SOLD JUL 21


APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES



TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION								
NAME:	EAN HOLDINGS LLC							
MAILING ADDRESS:	DBA ENTERPRISE RENT A CAR 8 ELLA GRASSO TURNPIKE WINDSOR LOCKS 06096							
BILL NO:	2019-03-0054497							
BILL NO:								
BILL NO:								
BILL NO:								
REASON FOR APPLICATION:	COC MV SOLD							
AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
11/17/2021	\$ 954.66	10/19	7/1/2020	\$ 317.89	\$ 0.00	\$ 0.00	\$ 317.89	\$ 636.77

APPLICANT(S) SIGNATURE: SEE ATTACHED

OFFICE USE ONLY:			
Accounting Code			
Refund 11303 – 30111		Current Levy	\$
Refund 11303 – 30112	X	Prior Levy	\$ 636.77
Refund 11303 – 30113		Interest Fees	\$
Collectors Recommendation to the Governing Body			
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended			
ABATEMENT OR REFUND	\$ 636.77	APPLICATION SUBMITTED DATE:	11/17/2021
TAX COLLECTOR: MICHELE WYATT			
Governing Body Action Taken			
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer			
MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:	
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:			
CLERK SIGNATURE:			



2019030054497

AS OF 11/17/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2019-03-0054497 NAME: EAN HOLDINGS LLC
 UNIQUE ID: 54497 C/O:
 LINK #: 2019-MV-0009346 ADDRESS: 14002 E 21ST ST STE 1500
 FILE#: M012 ADDRESS2: TULSA OK 74134-1424
 BANK: CITY ST ZIP: TULSA OK 74134-1424
 ESCROW: COUNTRY:
 DMV CIVLS: 105202-5360254-N YR/MAKE/MDL 2019 / FORD / FUSION T
 DISTRICT: 29,070 REG/CL/ID 1 / 3FA6P0D91KR124317
 PROP ASSESSED: EXEMPTIONS:
 COC CHANGE: -19,390 ASSMNT CHANGE: -19,390
 COC #: 99923M TOWN BENEFIT 0.00
 EXEMPT Change: REG# EXPR:
 NET VALUE: 9,680
 DMV CIVLS: 105202-5360254-N

MILL RATE: 32.8400

*** BILLED ***

INST1 TOWN 954.66
 INST2 0.00
 INST3 0.00
 INST4 0.00
 ADJS -636.77
 TOT TAX 317.89
 TOTAL PAID: 954.66

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	5	11/17/2021	99923M	4/2247/2	T	-636.77	0.00	0.00	0.00	0.00
Pmt	1	07/30/2020		81/1188/265	T	954.66	0.00	0.00	0.00	954.66
TOTAL PAYMENTS										
TOTAL BALANCE DUE AS OF 11/17/2021						954.66	0.00	0.00	0.00	954.66

TOTAL BALANCE DUE AS OF 11/17/2021

INT DUE TOWN 0.00
 LIEN DUE 0.00
 FEES DUE 0.00
 TAX DUE NOW -636.77
 TOT DUE NOW -636.77
 BALANCE AMT -636.77

*** FLAGS ***

Circuit Breaker Amt 0 Benefit Year
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV REG OOS JAN 20

8 Ella Grasso Turnpike
Windsor Locks, CT 06096
860.627.8080
860.627.8686 f
enterpriseholdings.com

Assessor – Town of Colchester
127 Norwich Ave.
Colchester, Connecticut 06415

October 14, 2021

To Whom It May Concern:

Enclosed is the documentation necessary for the abatement of **2019 REGULAR GRAND LIST** motor vehicle tax bills for EAN Holdings, LLC. The vehicle(s) were originally registered in CT and then re-registered in another state. The CT plates are canceled. We are submitting plate registration and cancellation documents for each of the vehicles that were re-registered in another state.

Please process these abatements and forward refunds and/or credit notices to the following address.

**EAN Holdings LLC
Dba Enterprise Rent-a-Car
8 Ella Grasso Turnpike
Windsor Locks, CT 06096**

If you have any questions concerning these abatement requests, you may contact me directly at (860) 903-1507. Thank you for your assistance.

Regards,



Bill Hokanson
Tax Specialist
william.s.hokanson@ehi.com

**APPLICATION FOR ABATEMENT OR REFUND OF
PROPERTY TAXES**TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION								
NAME:	MARY COIRO							
MAILING ADDRESS:	148 HAMMOND CT COLCHESTER CT 06415							
BILL NO:	2020-03-0052778							
BILL NO:								
BILL NO:								
BILL NO:								
REASON FOR APPLICATION:	COC MV JUNKED							
AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
10/8/2021	\$ 79.47	10/20	7/1/2021	\$ 72.87	\$ 9.36	\$ 0.00	\$ 72.87	\$ 6.60

APPLICANT(S) SIGNATURE: Mary D. Coiro

OFFICE USE ONLY:			
Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 6.60
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$
Collectors Recommendation to the Governing Body			
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended			
ABATEMENT OR REFUND	\$ 6.60	APPLICATION SUBMITTED DATE:	11-5-2021
TAX COLLECTOR: MICHELE WYATT		<u>Michele Wyatt</u>	
Governing Body Action Taken			
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer			
MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:	
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:			
CLERK SIGNATURE:			



2020030052778

AS OF 11/05/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0052778 NAME: COIRO MARY
 UNIQUE ID: 52778 C/O:
 LINK #: 2020-MV-0001567 ADDRESS: 148 HAMMOND CT
 FILE#: CITY ST ZIP: COLCHESTER CT 06415-1265
 BANK: COUNTRY:
 ESCROW:

DISTRICT: YR/MAKE/MDL 2003 / CHRYS / TOWN & C
 PROP ASSESSED: 2,420 REG/CL/ID 1 / 2C8GT64L53R208526
 EXEMPTIONS:
 COC CHANGE: COC #: 99885M ASSMNT CHANGE:
 EXEMPT Change: TOWN BENEFIT 0.00
 NET VALUE: 2,420 REG# EXPR:

MILL RATE: 33.0500
 /BACK TAXES

*** BILLED ***

TOWN
 INST1 79.47
 INST2 0.51
 INST3 0.00
 INST4 0.00
 ADJS -7.11
 TOT TAX 72.87
 TOTAL PAID: 79.47

TOTALS
 79.47
 0.51
 0.00
 0.00
 -7.11
 72.87
 79.47

*** PAYMENTS ***

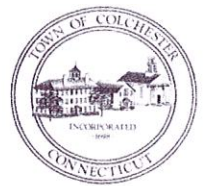
TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	1	10/27/2021	99885M	14/502/3315	2	-0.51	0.00	0.00	0.00	0.00
Adj	4	10/08/2021		69/2837/2	1	-6.60	0.00	0.00	0.00	0.00
Pmt	1	07/28/2021		82/2501/59	T	79.47	0.00	0.00	0.00	79.47
TOTAL PAYMENTS						79.47	0.00	0.00	0.00	79.47

TOTAL BALANCE DUE AS OF 11/05/2021

INT DUE TOWN
 LIEN DUE 0.00
 FEES DUE 0.00
 TAX DUE NOW 0.00
 TOT DUE NOW -6.60
 BALANCE AMT -6.60

*** FLAGS ***
 Circuit Breaker Amt 0 Benefit Year
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV JUNKED AUG 21

APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES



TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	JOSEPH J OLMOZ
MAILING ADDRESS:	86 STANAVAGE RD COLCHESTER CT 06415
BILL NO:	2020-03-0060582
BILL NO:	
BILL NO:	
BILL NO:	
REASON FOR APPLICATION:	

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/4/2021	\$ 82.87	10/20	7/1/2021	\$ 13.43	\$ 2.00	\$ 0.00	\$ 15.43	\$ 67.44

APPLICANT(S) SIGNATURE: *Joseph J. Olmoz*

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 67.44
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 67.44	APPLICATION SUBMITTED DATE:	10-14-2021
TAX COLLECTOR: MICHELE WYATT		<i>Michele Wyatt</i>	

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



2020030060582

AS OF 12/01/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0060582
 UNIQUE ID: 60582
 LINK #: 2020-MV-0005993
 FILE#
 BANK:
 ESCROW:

NAME: OLMCOZ JOSEPH J
 C/O:
 ADDRESS: PO BOX 356
 ADDRESS2:
 CITY ST ZIP: COLCHESTER CT 06415-0356
 COUNTRY:

DISTRICT: 2,450
 PROP ASSESSED: 2,450
 EXEMPTIONS:
 COC CHANGE: -2,041
 COC #: 99612M
 EXEMPT Change: 409
 NET VALUE:

YR/MAKE/MDL 2007 / HYUND / SONATA G
 REG/CL/ID 1 / 5NPET46C37H233907
 ASSMNT CHANGE:
 TOWN BENEFIT 0.00
 REG# EXPR:

MILL RATE: 33.0500

*** BILLED ***

INST1 TOWN 80.46
 INST2 0.09
 INST3 0.00
 INST4 0.00
 ADJS -67.12
 TOT TAX 13.43
 TOTAL PAID: 80.87

TOTALS
 80.46
 0.09
 0.00
 0.00
 -67.12
 13.43
 80.87

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	1	10/27/2021		14/503/1	2	-0.09	0.00	0.00	0.00	0.00
Pmt	2	08/04/2021		4/2136/16	T	80.87	2.00	0.00	0.00	82.87
Adj	2	08/03/2021	99612M	69/2730/5	1	-67.03	0.00	0.00	0.00	0.00
TOTAL PAYMENTS						80.87	2.00	0.00	0.00	82.87

TOTAL BALANCE DUE AS OF 12/01/2021

INT DUE
 LIEN DUE
 FEES DUE
 TAX DUE NOW
 TOT DUE NOW
 BALANCE AMT
 -67.44

TOWN
 0.00
 0.00
 0.00
 0.00
 -67.44

*** FLAGS ***

Circuit Breaker Amt 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV SOLD NOV 20

Benefit Year 0

APPLICATION FOR ABATEMENT OR REFUND OF
PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION								
NAME:	JAMES M APPIO							
MAILING ADDRESS:	236 WEST RD COLCHESTER CT 06415							
BILL NO:	2020-03-0050435							
BILL NO:								
BILL NO:								
BILL NO:								
REASON FOR APPLICATION:	COC MV SOLD							
AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/18/2021	\$ 16.42	10/20	7/1/2021	\$ 1.38	\$ 0.00	\$ 0.00	\$ 1.38	\$ 15.04

APPLICANT(S) SIGNATURE: *J. M. Appio*

OFFICE USE ONLY:			
Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 15.04
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$
Collectors Recommendation to the Governing Body			
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended			
ABATEMENT OR REFUND	\$ 15.04	APPLICATION SUBMITTED DATE:	11/4/2021
TAX COLLECTOR: MICHELE WYATT	<i>Michele Wyatt</i>		
Governing Body Action Taken			
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer			
MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:	
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:			
CLERK SIGNATURE:			



AS OF 11/04/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0050435
UNIQUE ID: 50435
LINK # 2020-MV-0000221
FILE#
BANK:
ESCROW:
NAME: APPIO JAMES M
C/O:
ADDRESS: 236 WEST RD
ADDRESS2:
CITY ST ZIP: COLCHESTER CT 06415-1846
COUNTRY:

DISTRICT:
PROP ASSESSED: 500
EXEMPTIONS:
COC CHANGE: -458
COC #: 99707M
EXEMPT Change:
NET VALUE: 42
YR/MAKE/MDL 1990 / JEEP / WAGONEER
REG/CL/ID 25 / 1J4FN78L4LL168868
ASSMNT CHANGE: 0.00
TOWN BENEFIT
REG# EXPR:

MILL RATE: 33.0500
/BACK TAXES

*** BILLED ***

INST1 TOWN 16.42
INST2 0.02
INST3 0.00
INST4 0.00
ADJS -15.06
TOT TAX 1.38
TOTAL PAID: 16.42

TOTALS
16.42
0.02
0.00
0.00
-15.06
1.38
16.42

*** PAYMENTS ***

Table with columns: TYPE, CYCLE, DATE, ADJ, TERM/BATCH/SEQ, INST, AMOUNT, INTEREST, FEES, LIENS, TOTALS. Includes rows for Adj, Adj, Pmt, and summary rows for TOTAL PAYMENTS and TOTAL BALANCE DUE AS OF 11/04/2021.

TOTAL BALANCE DUE AS OF 11/04/2021

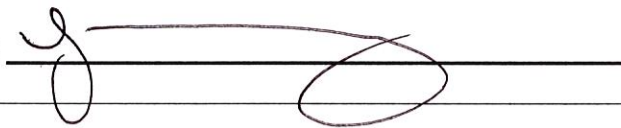
INT DUE
LIEN DUE
FEES DUE
TAX DUE NOW
TOT DUE NOW
BALANCE AMT
*** FLAGS ***
Circuit Breaker Amt 0
Invalid Address Flag No
Last Adjustment Reason DECREASE. MV SOLD OCT 20

APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES



TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION								
NAME:	JOHN W AVERY							
MAILING ADDRESS:	149 MILL HILL RD COLCHESTER CT 06415							
BILL NO:	2020-03-0050572							
BILL NO:								
BILL NO:								
BILL NO:								
REASON FOR APPLICATION:	COC INVOICE PRICING							
AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
9/9/2021	\$ 5189.71	10/20	7/1/2021	\$ 3583.62	\$ 0.00	\$ 0.00	\$ 3583.62	\$ 1606.09

APPLICANT(S) SIGNATURE: 

OFFICE USE ONLY:

Accounting Code

Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 1606.09
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body

To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 1606.09	APPLICATION SUBMITTED DATE:	11-5-2021
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TAX COLLECTOR: MICHELE WYATT



Governing Body Action Taken

At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
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BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



AS OF 11/04/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0050572 NAME: AVERY JOHN W
UNIQUE ID: 50572 C/O:
LINK #: 2020-MV-0000303 ADDRESS: 149 MILL HILL RD
FILE#: BANK: COLCHESTER CT 06415-1615
ESCROW: CITY ST ZIP:
COUNTRY:

DISTRICT: YR/WAKE/MDL 2021 / THOR / OMNI BH3
PROP ASSESSED: 158,030 REG/GL/ID 31 / 1FDUF5GT0LDA02949
EXEMPTIONS:
COC CHANGE: -49,600
COC #: 99803M ASSMNT CHANGE: 0.00
EXEMPT Change: TOWN BENEFIT
NET VALUE: 108,430 REG# EXPR:

MILL RATE: 33.0500
/BACK TAXES
*** BILLED ***
TOWN
INST1 5,189.71
INST2 22.78
INST3 0.00
INST4 0.00
ADJS -1,628.87
TOT TAX 3,583.62
TOTAL PAID: 5,189.71
TOTALS 5,189.71
22.78
0.00
0.00
-1,628.87
3,583.62
5,189.71

Table with columns: TYPE, CYCLE, DATE, ADJ, TERM/BATCH/SEQ, INST, AMOUNT, FEES, LIENS, INTEREST, TOTALS. Includes rows for Adj 3, Adj 2, and various payment entries.

TOTAL BALANCE DUE AS OF 11/04/2021
INT DUE TOWN 0.00
LIEN DUE 0.00
FEES DUE 0.00
TAX DUE NOW 0.00
TOT DUE NOW -1,606.09
BALANCE AMT -1,606.09
*** FLAGS ***
Circuit Breaker Amt 0 Benefit Year 0
Invalid Address Flag No
Last Adjustment Reason INVOICE PRICING



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	CAITLIN M BAIRINGTON
MAILING ADDRESS:	237 Bay Rd Queensbury NY 12804
BILL NO:	2020-03-0050666
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **COC MV TRADED IN**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/10/2021	\$ 94.25	10/20	7/1/2021	\$ 31.40	\$ 0.00	\$ 0.00	\$ 31.40	\$ 62.85

APPLICANT(S) SIGNATURE: *Caitlin M Bairington*

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 62.85
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 62.85	APPLICATION SUBMITTED DATE:	11/4/2021
TAX COLLECTOR: MICHELE WYATT		<i>Michele Wyatt</i>	

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
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BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



2020030050666

AS OF 11/04/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0050666 NAME: BAIRRINGTON CAITLIN M
 UNIQUE ID: 50666 C/O:
 LINK # 2020-MV-0000357 ADDRESS: 180 STOLLMAN RD
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415-1032
 ESCROW: COUNTRY:

DISTRICT: YR/MAKE/MDL 2006 / MAZDA / MAZDA61
 PROP ASSESSED: 2,870 REG/CL/ID 1 / 1YVHP90C865M23485
 EXEMPTIONS:
 COC CHANGE: -1,914
 COC #: 99655M
 EXEMPT Change: 956
 NET VALUE: 956
 ASSMNT CHANGE: 0.00
 TOWN BENEFIT
 REG# EXPR:

MILL RATE: 33.0500
/BACK TAXES

*** BILLED ***

TOWN
 INST1 94.25
 INST2 0.20
 INST3 0.00
 INST4 0.00
 ADJS -63.05
 TOT TAX 31.40
 TOTAL PAID: 94.25

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	1	10/27/2021		14/502/1367	2	-0.20	0.00	0.00	0.00	0.00
Adj	2	08/10/2021	99655M	69/2741/1	1	-62.85	0.00	0.00	0.00	0.00
Pmt	2	08/03/2021		4/2135/101	T	94.25	0.00	0.00	0.00	94.25
TOTAL PAYMENTS						94.25	0.00	0.00	0.00	94.25

TOTAL BALANCE DUE AS OF 11/04/2021

INT DUE
 LIEN DUE
 FEES DUE
 TAX DUE NOW
 TOT DUE NOW
 BALANCE AMT
 *** FLAGS ***
 Circuit Breaker Amt 0 Benefit Year 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV TRADE-IN JAN 21



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	SHIRLEY M BARBER
MAILING ADDRESS:	30 EDGEWOOD DR COLCHESTER CT 06415
BILL NO:	2020-03-0050751
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **OVERPAID**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/10/2021	\$ 423.02	10/20	7/1/2021	\$ 344.16	\$ 0.00	\$ 0.00	\$ 344.16	\$ 78.86

APPLICANT(S) SIGNATURE: *Shirley M Barber*

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 78.86
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 78.86	APPLICATION SUBMITTED DATE:	11/4/2021
TAX COLLECTOR: MICHELE WYATT		<i>Michele Wyatt</i>	

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
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BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



2020030050751

AS OF 11/04/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0050751 NAME: BARBER SHIRLEY M
 UNIQUE ID: 50751 C/O: BARBER RICHARD B
 LINK # 2020-MV-0000400 ADDRESS: 30 EDGEWOOD DR
 FILE# BANK: CITY ST ZIP: COLCHESTER CT 06415-1437
 ESCROW: COUNTRY:

DISTRICT: YR/WAKE/MDL 2013 / FORD / EXPLORER
 PROP ASSESSED: 10,480 REG/CL/ID 1 / 1FM5R8D88DGC03998
 EXEMPTIONS: ASSMNT CHANGE: 0.00
 COC CHANGE: TOWN BENEFIT
 COC #: REG# EXPR:
 EXEMPT Change: 10,480
 NET VALUE:

MILL RATE: 33.0500
 /BACK TAXES

*** BILLED ***

INST1 TOWN 344.16
 INST2 2.20
 INST3 0.00
 INST4 0.00
 ADJS -2.20
 TOT TAX 344.16
 TOTAL PAID: 423.02

TOTALS
 344.16
 2.20
 0.00
 0.00
 -2.20
 344.16
 423.02

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Acj	1	10/27/2021		14/502/1444	2	-2.20	0.00	0.00	0.00	0.00
Pmt	1	07/06/2021	0	82/2475/129	T	423.02	0.00	0.00	0.00	423.02
TOTAL PAYMENTS										
TOTAL BALANCE DUE AS OF 11/04/2021						423.02	0.00	0.00	0.00	423.02

INT DUE
 LIEN DUE
 FEES DUE
 TAX DUE NOW
 TOT DUE NOW
 BALANCE AMT
 *** FLAGS ***
 Circuit Breaker Amt 0
 Invalid Address Flag No

TOWN
 0.00
 0.00
 0.00
 0.00
 -78.86
 -78.86

Benefit Year 0



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	JAMES F BLYDENBURGH
MAILING ADDRESS:	67 NORTH CT COLCHESTER CT 06415
BILL NO:	2020-03-0051306
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **COC MV TOTALED**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
9/16/2021	\$ 344.82	10/20	7/1/2021	\$ 287.25	\$ 0.00	\$ 0.00	\$ 287.25	\$ 57.57

APPLICANT(S) SIGNATURE: *James F. Blydenburgh*

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 57.57
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 57.57	APPLICATION SUBMITTED DATE:	11/4/2021
TAX COLLECTOR: MICHELE WYATT		<i>Michele Wyatt</i>	

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
---------------	-----------------------------	---------------------------

BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



2020030051306

AS OF 11/04/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0051306
 UNIQUE ID: 51306
 LINK # 2020-MV-0000725
 FILE #
 BANK:
 ESCROW:

NAME: BLYDENBURGH JAMES F
 C/O: BLYDENBURGH CAROL L
 ADDRESS: 67 NORTH CT
 ADDRESS2:
 CITY ST ZIP: COLCHESTER CT 06415-2168
 COUNTRY:

DISTRICT: 10,500
 PROP ASSESSED: 10,500
 EXEMPTIONS:
 COC CHANGE: -1,753
 COC #: 99819M
 EXEMPT Change: 0.00
 NET VALUE: 8,747

YR/MAKE/MDL 2014 / GMC / ACADIA S
 REG/CL/ID 1 / 1GKKVNE4EJ106881

ASSMNT CHANGE:
 TOWN BENEFIT 0.00
 REG# EXPR:

MILL RATE: 33.0500
 /BACK TAXES

*** BILLED ***

INST	AMOUNT	INTEREST	LIENS	FEE	TOTALS
INST1	344.82	0.00	0.00	0.00	344.82
INST2	1.85	0.00	0.00	0.00	1.85
INST3	0.00	0.00	0.00	0.00	0.00
INST4	0.00	0.00	0.00	0.00	0.00
ADJS	-59.42	0.00	0.00	0.00	-59.42
TOT TAX	287.25	0.00	0.00	0.00	287.25
TOTAL PAID:	344.82	0.00	0.00	0.00	344.82

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEE	TOTALS
Adj	1	10/27/2021	99819M	14/502/1967	2	-1.85	0.00	0.00	0.00	0.00
Adj	3	09/16/2021		69/2800/5	1	-57.57	0.00	0.00	0.00	0.00
Pmt	1	07/14/2021		81/1223/233	T	344.82	0.00	0.00	0.00	344.82
TOTAL PAYMENTS						344.82	0.00	0.00	0.00	344.82

TOTAL BALANCE DUE AS OF 11/04/2021

INT DUE 0.00
 LIEN DUE 0.00
 FEES DUE 0.00
 TAX DUE NOW 0.00
 TOT DUE NOW -57.57
 BALANCE AMT -57.57

*** FLAGS ***
 Circuit Breaker Amt 0
 Invalid Address Flag No
 Last Adjustment Reason DECREASE MV TOTALED JUL 21



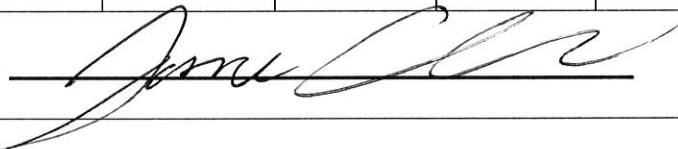
APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	JAMES P CLARK
MAILING ADDRESS:	56 STARWOOD TRL COLCHESTER CT 06415
BILL NO:	2020-03-0052652
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **COC MV REG TOTALED**

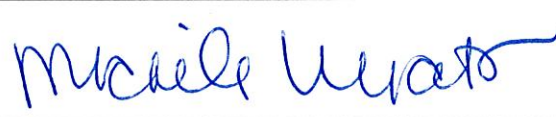
AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/12/2021	\$ 605.24	10/20	7/1/2021	\$ 504.16	\$ 0.00	\$ 0.00	\$ 504.16	\$ 101.08

APPLICANT(S) SIGNATURE: 

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 101.08
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 101.08	APPLICATION SUBMITTED DATE:	11-5-2021
TAX COLLECTOR: MICHELE WYATT			

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
---------------	-----------------------------	---------------------------

BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



2020030052652

AS OF 11/05/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0052652 NAME: CLARK JAMES P
 UNIQUE ID: 52652 C/O:
 LINK # 2020-MV-0001500 ADDRESS: 56 STARWOOD TRL
 FILE# ADDRESS2:
 BANK: CITY ST ZIP: COLCHESTER CT 06415-1868
 ESCROW: COUNTRY:

DISTRICT: YR/MAKE/MDL 2020 / VOLKS / PASSAT S
 PROP ASSESSED: 18,430 REG/CL/ID 1 / 1VWCA7A32LC015577
 EXEMPTIONS: COC CHANGE: -3,078
 COC #: 99666M ASSMNT CHANGE: 0.00
 EXEMPT Charge: TOWN BENEFIT
 NET VALUE: 15,352 REG# EXPR:

MILL RATE: 33.0500
/BACK TAXES

*** BILLED ***
 INST1 TOWN
 INST2 605.24
 INST3 3.22
 INST4 0.00
 ADJS 0.00
 TOT TAX -104.30
 TOTAL PAID: 504.16
 605.24

*** PAYMENTS ***
 TYPE CYCLE DATE ADJ TERM/BATCH/SEQ INST AMOUNT INTEREST FEES TOTALS
 Adj 1 10/27/2021 99666M 14/502/3195 2 -3.22 0.00 0.00 0.00
 Adj 2 08/12/2021 69/2747/1 1 -101.08 0.00 0.00 0.00
 Pmt 1 07/27/2021 82/2499/78 T 605.24 0.00 0.00 605.24
 TOTAL PAYMENTS 605.24 0.00 0.00 605.24

TOTAL BALANCE DUE AS OF 11/05/2021

INT DUE TOWN
 LIEN DUE 0.00
 FEES DUE 0.00
 TAX DUE NOW 0.00
 TOT DUE NOW -101.08
 BALANCE AMT -101.08

*** FLAGS ***
 Circuit Breaker Amt 0 Benefit Year
 Invalid Address Flag No
 Last Adjustment Reason DECREASE. MV TOTALED JUL 21



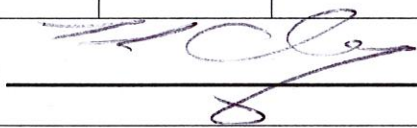
APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	THOMAS G CLEARY
MAILING ADDRESS:	524 OLD HARTFORD RD COLCHESTER CT 06415
BILL NO:	2020-03-0052733
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **OVERPAID**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
8/18/2021	\$ 279.76	10/20	7/1/2021	\$ 245.31	\$ 9.36	\$ 0.00	\$ 254.67	\$ 25.09

APPLICANT(S) SIGNATURE: 

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 25.09
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 25.09	APPLICATION SUBMITTED DATE:	11-5-2021
TAX COLLECTOR: MICHELE WYATT			

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
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BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



2020030052733

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

AS OF 11/05/2021

BILL NO: 2020-03-0052733
 UNIQUE ID: 52733
 LINK # 2020-MV-0001537
 FILE#
 BANK:
 ESCROW:

NAME: CLEARY THOMAS G
 C/O: CLEARY PEGGY L
 ADDRESS: 524 OLD HARTFORD RD
 ADDRESS2:
 CITY ST ZIP: COLCHESTER CT 06415-2718
 COUNTRY:

DISTRICT:
 PROP ASSESSED: 7,470
 EXEMPTIONS:
 COC CHANGE:
 COC #:
 EXEMPT Change:
 NET VALUE: 7,470

YR/MAKE/MDL 2011 / TOYOT / TACOMA A
 REG/CL/ID 3 / 5TFTX4CN8BX009787

ASSMNT CHANGE:
 TOWN BENEFIT 0.00
 REG# EXPR:

MILL RATE: 33.0500
 /BACK TAXES

*** BILLED ***

INST	TOWN
INST1	245.31
INST2	1.57
INST3	0.00
INST4	0.00
ADJS	-1.57
TOT TAX	245.31
TOTAL PAID:	270.40

*** PAYMENTS ***

TYPE	CYCLE	DATE	ADJ	TERM/BATCH/SEQ	INST	AMOUNT	INTEREST	LIENS	FEES	TOTALS
Adj	1	10/27/2021		14/502/3274	2	-1.57	0.00	0.00	0.00	0.00
Pmt	2	08/18/2021	0	82/2519/5	T	270.40	7.36	0.00	2.00	279.76
TOTAL PAYMENTS						270.40	7.36	0.00	2.00	279.76

TOTAL BALANCE DUE AS OF 11/05/2021

INT DUE 0.00
 LIEN DUE 0.00
 FEES DUE 0.00
 TAX DUE NOW 0.00
 TOT DUE NOW -25.09
 BALANCE AMT -25.09
 *** FLAGS ***
 Circuit Breaker Amt 0 Benefit Year
 Invalid Address Flag No



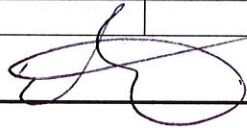
APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	MICHAEL A COUTURE
MAILING ADDRESS:	28 HEATHERWOOD DR COLCHESTER CT 06415
BILL NO:	2020-03-0053129
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION:	COC MV SOLD
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AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
7/9-2021	\$ 276.51	10/20	7/1/2021	\$ 115.30	\$ 0.00	\$ 0.00	\$ 115.30	\$ 161.21

APPLICANT(S) SIGNATURE: 

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 161.21
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 161.21	APPLICATION SUBMITTED DATE:	11-5-2021
TAX COLLECTOR: MICHELE WYATT			

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
---------------	-----------------------------	---------------------------

BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:

CLERK SIGNATURE:



AS OF 11/05/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0053129
UNIQUE ID: 53129
LINK # 2020-MV-0001761
FILE#
BANK:
ESCROW:
NAME: COUTURE MICHAEL A
C/O: COUTURE JUDITH A
ADDRESS: 28 HEATHERWOOD DR
ADDRESS2:
CITY ST ZIP: COLCHESTER CT 06415-1807
COUNTRY:

DISTRICT:
PROP ASSESSED: 8,420
EXEMPTIONS:
COC CHANGE: -4,909
COC #: 99280M
EXEMPT Change:
NET VALUE: 3,511
YR/MAKE/MDL REG/CL/ID 2002 / CHEVR / CORVETTE
1 / 1G1YY12S825131336
ASSMNT CHANGE: 0.00
TOWN BENEFIT
REG# EXPR:

MILL RATE: 33.0500
/BACK TAXES

*** BILLED ***
INST1 TOWN 276.51
INST2 0.74
INST3 0.00
INST4 0.00
ADJS -161.95
TOT TAX 115.30
TOTAL PAID: 276.51

*** PAYMENTS ***
TYPE CYCLE DATE ADJ TERM/BATCH/SEQ INST AMOUNT INTEREST LIENS FEES TOTALS
Adj 1 10/27/2021 99280M 14/502/3639 2 -0.74 0.00 0.00 0.00 0.00
Adj 1 07/09/2021 69/2612/4 1 -161.21 0.00 0.00 0.00 0.00
Pmt 1 07/08/2021 81/1219/553 T 276.51 0.00 0.00 0.00 276.51
TOTAL PAYMENTS 276.51

TOTAL BALANCE DUE AS OF 11/05/2021
TOWN 0.00
LIEN DUE 0.00
FEES DUE 0.00
TAX DUE NOW 0.00
TOT DUE NOW -161.21
BALANCE AMT -161.21
*** FLAGS ***
Circuit Breaker Amt 0 Benefit Year
Invalid Address Flag No
Last Adjustment Reason DECREASE. MV SOLD FEB 21



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION

NAME:	EASTERN CONNECTICUT CARPENTRY LLC
MAILING ADDRESS:	360 OLD HEBRON RD COLCHESTER CT 06415
BILL NO:	2020-03-0054330
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **COC MV SOLD**

AMOUNTS FOR REFUND

	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
10/27/2021	\$ 1036.76	10/20	7/1/2021	\$ 604.42	\$ 0.00	\$ 0.00	\$ 604.42	\$ 432.34

APPLICANT(S) SIGNATURE: *Robert Quab*

OFFICE USE ONLY:

Accounting Code

Refund 11303 – 30111	<input checked="" type="checkbox"/>	Current Levy	\$ 432.34
Refund 11303 – 30112	<input type="checkbox"/>	Prior Levy	\$
Refund 11303 – 30113	<input type="checkbox"/>	Interest Fees	\$

Collectors Recommendation to the Governing Body

To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 432.34	APPLICATION SUBMITTED DATE:	11/16/2021
TAX COLLECTOR: MICHELE WYATT		<i>Michele Wyatt</i>	

Governing Body Action Taken

At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



AS OF 11/16/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0054330
UNIQUE ID: 54330
LINK #: 2020-MV-0002434
FILE#:
BANK:
ESCROW:
NAME: EASTERN CONNECTICUT CARPENTRY LLC
C/O:
ADDRESS: 360 OLD HERRON RD
ADDRESS2:
CITY ST ZIP: COLCHESTER CT 06415-2724
COUNTRY:

DISTRICT:
PROP ASSESSED: 31,570
EXEMPTIONS:
COC CHANGE: -13,165
COC #: 99415M
EXEMPT Change:
NET VALUE: 18,405
YR/MAKE/MDL: 2018 / GMC / SIERRA K
REG/CL/ID: 3 / 1GT32WCY9JZ150925
ASSMNT CHANGE:
TOWN BENEFIT: 0.00
REG# EXPR:

MILL RATE: 33.0500
/BACK TAXES

*** BILLED ***

INST1 TOWN
INST2 1,036.76
INST3 3.88
INST4 0.00
ADJS 0.00
TOT TAX -436.22
TOTAL PAID: 604.42
1,036.76

TOTALS
1,036.76
3.88
0.00
0.00
-436.22
604.42
1,036.76

*** PAYMENTS ***

Table with columns: TYPE, CYCLE, DATE, ADJ, TERM/BATCH/SEQ, INST, AMOUNT, INTEREST, FEES, LIENS, TOTALS. Includes rows for Adj, Adj, Pmt, and summary rows for TOTAL BALANCE DUE AS OF 11/16/2021.

TOTAL PAYMENTS

TOTAL BALANCE DUE AS OF 11/16/2021

INT DUE
LIEN DUE
FEES DUE
TAX DUE NOW
TOT DUE NOW
BALANCE AMT

*** FLAGS ***
Circuit Breaker Amt 0
Invalid Address Flag No
Last Adjustment Reason DECREASE. MV SOLD APR 21



APPLICATION FOR ABATEMENT OR REFUND OF PROPERTY TAXES

TAKE THIS APPLICATION FORM PROVIDES SATISFACTORY PROOF FOR ENTITLEMENT TO EXEMPTION ON THE OCTOBER 1, **2020** ASSESSMENT LIST TO THE TAX COLLECTOR OF COLCHESTER, STATE OF CONNECTICUT.

APPLICANT INFORMATION	
NAME:	TOYOTA LEASE TRUST
MAILING ADDRESS:	20 Commerce Way Ste 800 Woburn MA 01801
BILL NO:	2020-03-0064492
BILL NO:	
BILL NO:	
BILL NO:	

REASON FOR APPLICATION: **COC MV SOLD**

AMOUNTS FOR REFUND								
	Amount Paid	List Year	Due Date	Principal	Interest	Lien Fees	Amount Due	TOTAL
10/27/2021	\$ 638.41	10/20	7/1/2021	\$ 106.60	\$ 0.00	\$ 0.00	\$ 106.60	\$ 531.81

APPLICANT(S) SIGNATURE: Connie Hubbard

OFFICE USE ONLY:

Accounting Code			
Refund 11303 – 30111	X	Current Levy	\$ 531.81
Refund 11303 – 30112		Prior Levy	\$
Refund 11303 – 30113		Interest Fees	\$

Collectors Recommendation to the Governing Body
To the Board of Selectman: It is recommended that an abatement or refund of property taxes with the following information be made to the above named taxpayer in accordance with the provisions of Section 12-81 (20), 12-124 thru 12-129 Rev. as amended

ABATEMENT OR REFUND	\$ 531.81	APPLICATION SUBMITTED DATE:	11/18/2021
TAX COLLECTOR: MICHELE WYATT	<i>Michele Wyatt</i>		

Governing Body Action Taken
At a regular meeting of the Board of Selectman it was voted to abate or refund property the following taxes to the above named taxpayer

MEETING DATE:	ABATEMENT OR REFUND AMOUNT:	ACCOUNTING VENDOR NUMBER:
BOARD OF SELECTMAN, COMMON COUNCIL SIGNATURE:		
CLERK SIGNATURE:		



AS OF 11/18/2021

GENERAL DATA MOTOR VEHICLE OFFICE OF THE TAX COLLECTOR

BILL NO: 2020-03-0064492
LINK ID: 64492
LINK #: 2020-MV-0009096
FILE#: M008
BANK:
ESCROW:
NAME: TOYOTA LEASE TRUST
C/O:
ADDRESS: 3200 W RAY RD
ADDRESS2:
CITY ST ZIP: CHANDLER AZ 85226-2455
COUNTRY:

DISTRICT:
PROP ASSESSED: 19,440
EXEMPTIONS:
COC CHANGE: -16,194
COC #: 99563M
EXEMPT Change:
NET VALUE: 3,246
YR/MAKE/MDL REG/CL/ID 2020 / TOYOT / RAV4 LE 1 / 2T3G1RFV2LW088701
ASSMNT CHANGE:
TOWN BENEFIT 0.00
REG# EXPR:

MILL RATE: 33.0500
*** BILLED ***
INST1 TOWN
INST2 638.41
INST3 0.68
INST4 0.00
ADJS 0.00
TOT TAX -532.49
TOTAL PAID: 106.60
638.41
TOTALS 638.41
0.68
0.00
0.00
-532.49
106.60
638.41

Table with columns: TYPE, CYCLE, DATE, ADJ, TERM/BATCH/SEQ, INST, AMOUNT, INTEREST, LIENS, FEES, TOTALS. Includes rows for Adj, Acj, Pmt, and summary totals.

TOTAL BALANCE DUE AS OF 11/18/2021
INT DUE
LIEN DUE
FEES DUE
TAX DUE NOW
TOT DUE NOW
BALANCE AMT
*** FLAGS ***
Circuit Breaker Amt 0
Invalid Address Flag No
Last Adjustment Reason DECREASE. MV SOLD NOV 20

**TOWN OF COLCHESTER
PLANNING AND ZONING DEPARTMENT**

TO: Colchester Board of Selectmen

FROM: Bruce Goldstein, Colchester Economic Development Commission

DATE: November 16, 2021

RE: Colchester Tax Incentive Program (C-TIP)
InCord – 76/96 Upton Road Application dated October 5, 2021

The Colchester Economic Development Commission received and reviewed the Application for Property Tax Incentive from International Cordage East, LTD, (InCord) dated October 5, 2021, as presented at the Commissions' regular meeting of October 18, 2021. The proposed project is to construct a new building at 76/96 Upton Road that would expand their existing presence in the Upton Road business park with their third building.

Overview

The Colchester Property Tax Incentive Program (C-TIP) was developed to encourage businesses and commercial interests to develop by offering partial relief from local property tax burdens.

The applicant (InCord) has proposed constructing a new 29,000 sq. ft. building for the production of custom safety nets to serve a wide range of markets. InCord would utilize the proposed facility to relocate from an existing production facility currently leased in Oakdale, CT. The proposed project will consolidate their operations and allow for potential growth.

The project is anticipated to take approximately two (2) years to complete and cost \$5 million to construct. InCord would relocate approximately 20 full-time employees to start and add 3-5 production jobs and one administrative job annually dependent upon the company's growth.

InCord was the recipient of a C-TIP approved in 2017 for a 12,000 sq. ft. building addition at 181 Upton Rd and the construction of a new 30,000 sq. ft. production facility at 151 Upton Rd. The 12,000 sq. ft. building addition was completed and occupied in 2019. Plans to construct a new production facility have pivoted to the current proposal at 76/96 Upton Road.

Criteria

This abatement would be permitted, and meets the requirements, under Connecticut State Statute, Chapter 203, Section 12-65(b):

The need for the incentive: InCord will have significant start-up costs associated with site development, including the costs associated with moving large and technical pieces of equipment from their current location. One-time public utility connection fees and development permit

application fees are also significant for new building construction projects as opposed to the occupation of existing or renovated facilities.

Potential new job creation: InCord will relocate 20 full time employees from their existing facility in Oakdale, CT and plans to add 3-5 new production jobs and one new administrative job annually. InCord currently employs over 100 people at their existing facilities in Colchester.

Appropriateness of the business to its proposed location: The applicant's proposed location is in the Arterial Commercial zoning district where a "Manufacture and assembly" and "Light Industrial use over 20,000 sq. ft." is a use permitted subject to Special Permit approval. InCord's existing presence, along with that of Alpha Q, Inc. and recently the recently constructed NCT Friction Welding Inc., is consistent with the small manufacturing and light industrial nature of the business park on Upton Road.

Possibility for the business to spawn other new business: InCord produces custom safety netting for a range of markets including Safety & Construction, Material Handling & Logistics, Play & Amusement, Sports, and Theatre. InCord has been recognized among "Connecticut's Best Workplaces" for 11 consecutive years. Their role in the community is that of a model small business. As small and medium-scale manufacturing and light industrial operations have been a focus of economic development in Colchester, promotion of InCord's success and their relationship with the Town is an opportunity to market this community to businesses of a similar scale.

Compatibility of the project with the environment and town resources: The project, as proposed, will have a minimal impact on the environment or town resources. Public water and sewer utility services are available on Upton Road. The project is not located in an aquifer protection area and the proposal includes maintaining a buffer from the regulated wetlands on-site. InCord has also found success in the use of solar photovoltaic panels to satisfy their demands for energy.

Contribution to the Town's infrastructure, including roads and utilities: Although the location of the proposed facility is in an established business park, InCord would be responsible for all water and sewer connection fees along with building and permitting fees. The approval of this C-TIP application will also serve as an example of how the Economic Development Commission and the Town of Colchester are willing to work with businesses, to be an equal partner in growth, and our goal to stimulate our economy. This is an ideal marketing opportunity to attract other businesses.

Summary of findings:

After review and thoughtful discussion of the application presented to the EDC, the members unanimously voted to recommend a tax abatement for the applicant. The EDC feels the applicant has met the criteria and demonstrated the need for such. The EDC feels that the applicant will add value to the town business climate and will be an example of how the Town and business can thrive together while increasing the overall tax base.

The Colchester Economic Development Commission respectfully recommends the following:

Proposed Tax Abatement

Starting for the first complete tax year, after the applicant receives the Certificate of Occupancy for the newly constructed building and for the next 4 consecutive years (total of 5 years), it is recommended the property (specifically the newly constructed building and land improvements) receive a tax abatement of the realized assessed increase in property value as determined by the Town Assessor, after the applicant completes all improvements approved by the Town of Colchester and operates as a business as described in the Application for Property Tax Incentive dated October 5, 2021.

The tax abatement formula shall follow the schedule below:

- 1. Year one, 100% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 2. Year two, 90% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 3. Year 3, 80% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 4. Year 4, 70% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 5. Year 5, 50% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*

The Colchester Economic Development Commission has determined an incentive is appropriate and is recommending the tax abatement, as described, be presented to the Board of Selectman to initiate a Town Meeting for the incentive approval.

PROPOSED MOTION by the Board of Selectman: It is hereby moved to accept the recommendation of the Economic Development Commission to grant a property C-TIP tax abatement to InCord (International Cordage East LTD) as proposed in the amounts of 100% in year one, 90% in year two, 80% in year three, 70% in year four, and 50% in year 5, of the increase in real property tax for the new construction proposed at 76/96 Upton Road, currently owned by 76/96 Upton Rd LLC. Granting of the property tax incentive is contingent on the issuance of a Certificate of Occupancy for the newly construction building by the Town of Colchester. The tax relief will be applied to the first full year after the Certificate of Occupancy. It is intended that this tax abatement can be assigned or assumed by any future related entity of the applicant for the use as described.

The recommended C-TIP shall be brought before the legislative body of the Town, the Town Meeting, on December 15, 2021.

Sincerely,

Bruce Goldstein

Bruce Goldstein, Economic Development Commission Chairman

SENIOR CENTER BUILDING COMMITTEE

MOTIONS FOR ACTION

Silver/Petrucci

1. Motion to approve the Schematic Design Documents as being complete and satisfactory as provided under, and in accordance with, the Agreement between Silver/Petrucci & Associates and the Town of Colchester dated July 14, 2020; and to authorize the First Selectman to sign any and all documents.
2. Motion to authorize Silver Petrucci & Associates, Inc. to proceed with the Design Development Phase of the contract as provided under, and in accordance with, the agreement between Silver Petrucci & Associates, Inc. and the Town of Colchester dated July 14, 2020; and to authorize the First Selectman to sign any and all documents. This agreement is for \$151,060.00.
3. Motion to authorize Silver Petrucci & Associates, Inc. to proceed with the Construction Documents Phase of the contract as provided under, and in accordance with, the agreement between Silver Petrucci & Associates, Inc. and the Town of Colchester dated July 14, 2020; and to authorize the First Selectman to sign any and all documents. This agreement is for \$103,584.00.
4. Motion to authorize Silver Petrucci & Associates, Inc. to proceed with the Procurement Phase of the contract as provided under, and in accordance with, the agreement between Silver Petrucci & Associates, Inc. and the Town of Colchester dated July 14, 2020; and to authorize the First Selectman to sign any and all documents. This agreement is for \$21,580.00.

Construction Solutions Group

1. Motion to accept Phase I services as being complete and satisfactory as provided under, and in accordance with, the Agreement between Construction Solutions Group, LLC and the Town of Colchester dated January 15, 2021; and to authorize the First Selectman to sign any and all documents.
2. Motion to authorize Construction Solutions Group, LLC to proceed with Design Development Phase of the contract as provided under, and in accordance with, the Agreement between Construction Solutions Group, LLC and the Town of Colchester dated January 15, 2021; and to authorize the First Selectman to sign any and all documents. This agreement is for \$20,000.00.
3. Motion to authorize Construction Solutions Group, LLC to proceed with the Construction Documents Phase of the contract as provided under, and in accordance with, the Agreement between Construction Solutions Group, LLC and the Town of Colchester dated January 15, 2021; and to authorize the First Selectman to sign any and all documents. This agreement is for \$12,110.25.

Maggie Cosgrove

From: Senior Center Building Committee
Sent: Wednesday, November 17, 2021 3:40 PM
To: Chipman, Christine L.
Cc: First Selectman; Rosemary Coyle; Mike Egan; Maggie Cosgrove
Subject: Re: Referendum Results and Moving Forward

Christine:

Thank you for the email and the review you have provided.

In terms of Silver/Petrucci, I will have the Building Committee vote to accept and approve the Schematic Design Phase Documents so we can move forward at our next meeting. I will then send them notification as you noted to proceed with the next phase in accordance with our contract.

For Construction Solutions Group, I will also have the committee make the necessary approvals at our meeting so we can proceed. I have copied Maggie Cosgrove on this email so she can advise us on amending the contract "in accordance with Town of Colchester purchasing policies". I am not sure what they are but I am sure Maggie can help us out.

Again, thanks for your help and if I have any further questions I will certainly contact you.

Tony

From: Chipman, Christine L. <CChipman@goodwin.com>
Sent: Wednesday, November 17, 2021 3:13 PM
To: Senior Center Building Committee <seniorcenterbuildingcommittee@colchesterct.gov>
Cc: First Selectman <selectman@colchesterct.gov>; Rosemary Coyle <rcoyle@colchesterct.gov>; Mike Egan <megan@colchesterct.gov>
Subject: RE: Referendum Results and Moving Forward

Hi Tony –

Happy to hear that things are moving forward!

In answer to your questions:

As regards Silver/Petrucci, the contract provides that each phase is to be authorized separately. You would not authorize the next phase until the current phase has been satisfactorily completed. So, if you have approved the Schematic Design Documents and you would like Silver/Petrucci to proceed with the preparation of the Design Development Documents, you would notify them in writing that they are authorized to so proceed. Unless your purchasing policies require otherwise, it seems to me that you, as the Owner's designated representative under the design contract, would send written notice to David Stein, the Architect's designated representative under the contract. The notice can simply say that Silver/Petrucci is "authorized to proceed with the Design Development Phase Services as provided under, and in accordance with, the Agreement between Silver Petrucci & Associates, Inc. and the Town of Colchester dated July 14, 2020".

In the case of Construction Solutions Group, the agreement provides for the authorization of all services for Phase Two at the same time. Phase Two services include Design Development, Bidding Phase, Pre-construction Phase, Construction Phase and Post Construction Phase Services. To authorize Phase Two services, the agreement must be amended "in accordance with the Town of Colchester Purchasing Policy" and the following two conditions must be met: (i) referendum and funding approval for the Project; and (ii) recommendation from the Building Committee that Phase One services have been successfully completed in accordance with the agreement. That said, in the process of amending the agreement to authorize Phase Two services, there is no reason why you couldn't incorporate a requirement that, notwithstanding the authorization of Phase Two services, CGS shall not commence Construction Phase services except with the prior written instruction of the Town.

Is there anything in your purchasing policy specific to the Town entering into the amendment?

Please feel free to give me a call at 860-519-9126 if you would like to discuss.

Christine



Christine L. Chipman
Shipman & Goodwin LLP
Partner
One Constitution Plaza
Hartford, CT 06103-1919

Tel: (860) 251-5048
Fax: (860) 251-5218
CChipman@goodwin.com
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: Senior Center Building Committee <seniorcenterbuildingcommittee@colchesterct.gov>
Sent: Wednesday, November 17, 2021 10:54 AM
To: Chipman, Christine L. <CChipman@goodwin.com>
Cc: First Selectman <selectman@colchesterct.gov>; Rosemary Coyle <rcoyle@colchesterct.gov>; Mike Egan <megan@colchesterct.gov>
Subject: Referendum Results and Moving Forward

EXTERNAL EMAIL

Christine:

Yesterday the town approved at referendum the Senior Center project. We can now move forward with the project.

I have attached a copy of the contract with Silver/Petrucelli, our architect, and Construction Solutions Group our Project Manager/Owner's representative. Could you please review the documents and let me know what we need to do to move forward with these contracts. Following is what I have noted after reviewing them. Please comment:

Silver/Petrucelli

The contract notes we have to provide written approval to move forward with the following items as noted in Article I1.1 and with the schedule of values:

- Design Development Phase - \$151,060.00 - We need to move forward with this provision.
- Construction Documents - \$ 103,584.00 - We need to move forward with this provision.

- Procurement - \$ 21,580.00 - We need to move forward with this provision as well as I believe this covers the bidding and procurement of the contractor.
- Construction and Closeout - \$107,900.00 - My thought is we do not exercise this provision until we know we have a successful bidder who is within our budget. If all bids are over our budget there would be no need to kick in this portion of the contract.

Construction Solutions Group

On page 4, phase II, I believe we need to execute the following:

- Design Development Phase - \$20,000.00
- Construction Documents Phase - \$ 12,110.25

I believe we do not kick in the Construction and Closeout Phase for \$249,839.89 until we have a successful bidder.

I believe the letters should come from the Board of Selectmen and I am not sure if you draft them or if they would draft the letters to be in compliance with our contracts.

Could you please review and give us some direction.

If you have any questions, please contact me. As always, thank you for your help and guidance.

Maggie Cosgrove

From: Senior Center Building Committee
Sent: Friday, November 19, 2021 5:35 PM
To: Maggie Cosgrove
Subject: Re: Contract

Maggie:

Thank you. As discussed I will get the information to Andreas and the Board of Selectmen so they can take action.

Appreciate your help.

From: Maggie Cosgrove <mcosgrove@colchesterct.gov>
Sent: Friday, November 19, 2021 5:14 PM
To: Senior Center Building Committee <seniorcenterbuildingcommittee@colchesterct.gov>
Subject: RE: Contract

Tony,

Per the resolution authorizing the Senior Center Building Project (refer to the Notice of the Town meeting & Referendum attached), Item 1 (f) states "That the First Selectman is authorized to execute all contracts and change orders with respect to the project".

Section C-302 of the Town Charter states: "The First Selectman may, with the approval of the Board of Selectmen and subject to such other limitations contained in the General Statutes and this Charter, enter into contracts or agreements on behalf of the Town..."

Section C-402 of the Charter states: "The Board of Selectmen shall approve all contracts to which the Town or any subdivision thereof is a party and all other agreements which bind the Town or any subdivision thereof in any way. The Board of Selectmen may not delegate this contractual authority."

Based on the above, it is my opinion that the Building Committee would take action to award/amend any contracts as a recommendation to the BOS for approval and authorization for the First Selectman to sign any and all associated documents (see BOS minutes of 11/19/20 for the action item on awarding Phase 1 of this contract). Therefore the award of Phase Two services with the proposed amendment would need to be presented to the BOS after Building Committee action.

Regarding your question about the purchasing policy, the policy does not address amendments to contracts.

Let me know if you have any further questions.

Maggie

N Maggie Cosgrove
Chief Financial Officer
Town/BOE of Colchester
127 Norwich Avenue
Suite 203

Colchester, CT 06415
Phone 860-537-7229
Fax 860-537-7231

From: Senior Center Building Committee
Sent: Friday, November 19, 2021 9:30 AM
To: Mark Garilli <markg@csgroup-llc.com>
Cc: Rosemary Coyle <rcoyle@colchesterct.gov>; Mike Egan <megan@colchesterct.gov>; Maggie Cosgrove <mcosgrove@colchesterct.gov>; First Selectman <selectman@colchesterct.gov>
Subject: Contract

Mark:

I had a discussion with the Town Attorney regarding the contract and how to move forward. What needs to happen at the Building Committee meeting on Tuesday is the following:

1. The committee must accept phase I as being complete and basically you have met all of your contractual obligations.
2. Phase II services includes Design Development, Bidding Phase, Pre-construction Phase, Construction Phase, and Post Construction Services. Each of these items have a value attached to them in the contract. To authorize Phase II services, the agreement must be amended "in accordance with the Town of Colchester Purchasing Policy" and the following two conditions must be met: (i) referendum and funding approval for the project, and (ii) recommendation from the Building Committee that Phase One services have been successfully completed in accordance with the agreement.

The reason for the amendment is the Town does not want to commit to the Construction and Close-out Phase Services of the agreement (\$249,839.89) until we have a qualified successful bidder. There is always the possibility that all bids are over what we have budgeted and the project does not immediately move into the Construction and Close-out phase. That is the reason for the amendment.

That said, there is no reason why the Town could not incorporate a requirement that, notwithstanding the authorization of Phase Two services, CGS shall not commence Construction and Closeout services except with the prior written instruction of the Town.

I have asked our town's CFO to let me know if there is anything in the Town's purchasing policies specific to the Town entering into the amendment. I suspect there are not, but once I hear back from her we will know for certain.

If there are no issues, at Tuesday's meeting the Committee can make and pass the necessary motions to approve the next phase. I, as Chairman of the Committee, am the Town's designated representative and I can forward you written notice to proceed to the next phase. That can be in the form of an email which I would send out on Wednesday.

Please let me know if you have any questions.

Thank you.

Tony

First Selectman

From: Senior Center Building Committee
Sent: Monday, November 29, 2021 12:29 PM
To: Maggie Cosgrove
Cc: First Selectman; Rosemary Coyle
Subject: COI - Silver Petrucelli
Attachments: General liability insurance certificate - 2021.pdf; Professional liability insurance certificate - 2021.pdf

Maggie:

I have attached the Certificates of Insurance I received from Silver/Petrucci for their General Liability and Professional Liability for the Senior Center building project.

I have copied Andreas and Rosemary so they know that the insurance policies are in effect so at their meeting on Thursday they can vote to move forward with Phase II of the contract.

I believe you have the updated COI's from Construction Solution Group as well. I believe they sent them to you last month as their contract also needs to be approved by the Board of Selectmen to proceed to Phase II as well.

Please contact me if you have any questions.

Thank you.

Tony

First Selectman

From: Marjorie Mlodzinski <msrmlodzinski@gmail.com>
Sent: Wednesday, November 24, 2021 12:02 PM
To: Senior Center Building Committee
Cc: First Selectman; Rosemary Coyle; Mike Egan; Marilyn Turner; Madelyn Starkey; Gerie Transue; Joe Ruiz; Kevin Hastings; Ron Silberman; nadeaus@gmail.com
Subject: Re: Written Notice to Proceed

Thank you, Tony, and special thanks to you and Rosemary for your leadership, guidance and direction throughout this entire process.

Marge

Sent from my iPad

On Nov 24, 2021, at 10:07 AM, Senior Center Building Committee <seniorcenterbuildingcommittee@colchesterct.gov> wrote:

Andreas:

At last night's Senior Center Building Committee meeting and in accordance with the contracts in place with Silver Petrucelli & Associates, Inc. and Construction Solutions Group, LLC and with Town of Colchester Procurement Policies, the Committee approved the attached motions to the contracts and we are asking the Board of Selectmen to approve these motions as well and to send written notice to Silver Petrucelli & Associates and Construction Solutions Group, LLC. to proceed with the approved portions of Phase II in their contracts and in accordance with the motions passed by the Building Committee.

Additionally, as discussed, the Board of Selectmen need to amend the Silver Petruccelli contract to remove myself as the Town's designated representative and replace me with you or the First Selectman, whichever is in compliance with the Town's procurement policy and the Town Charter. As David Stein noted last night, he can send us the AIA document that can be added to the contract.

Also, we need to make two amendments to the contract with Construction Solutions Group, LLC. The first is to take Mary Bylone off as the Town's representative and replace her with yourself or the First Selectman. The second is to make an amendment to Article 9 in the contract. Currently the contract notes that Phase II includes three phases; Design Development Phase, Construction Documents Phase, and Construction and Closeout Phase. The Committee does not want to invoke the Construction Phase until we have a qualified successful bidder and we are ready to proceed to construction. The way the contract is structured, if we approve all of Phase II, the Town would be responsible for the Construction Phase as well. I believe we need to amend the contract to make that separate. I have spoken with Christine Chipman and she can probably do the amendments so we can get this accomplished.

Please add the Senior Center Building Committee recommendations to your agenda for your December 2nd meeting. I will attend the meeting to answer any questions the members of the Board of Selectmen may have.

Please contact me if you have any questions.

Thank you.

Tony Tarnowski, Chairman

<Motions for Passage - 11-23-21 meeting.docx>

* OWNER

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

S&G 7/9/20

AGREEMENT made as of the 14 day of July in the year 2020
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Town of Colchester
127 Norwich Avenue
Colchester CT 06415

and the Architect:
(Name, legal status, address and other information)

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

for the following Project:
(Name, location and detailed description)

Proposed New Senior Center
Lebanon Avenue
Colchester CT 06415

The Owner and Architect agree as follows.

Only the services to be provided for the Conceptual and Schematic Design Phases are currently authorized by the Owner under this Agreement. Services for the Design Development, Construction Documents, Procurement and Construction Phases of the Project shall be subject, in each case, to the prior written authorization of the Owner, which authorization may be withheld in the Owner's sole discretion. Owner's authorization shall be subject to Referendum and Funding Approval.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
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4	SUPPLEMENTAL AND ADDITIONAL SERVICES
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6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
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11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Exhibit "A" Owner's RFQ #2019-12.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Exhibit "A" Owner's RFQ #2019-12 including all attachments thereto and documents incorporated therein by reference (collectively, the "RFQ").

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

TBD

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Init.

To be mutually agreed once the building committee first meets and kicks off project with Architect.

.2 Construction commencement date:

To be determined by Owner

.3 Substantial Completion date or dates:

To be determined by Owner

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Exhibit "A" Owner's RFQ #2019-12.

§ 1.1.6 Intentionally Omitted

§ 1.1.6.1 Intentionally Omitted

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Anthony J. Tarnowski, LEED AP
Colchester Senior Center Building Committee
Town of Colchester
127 Norwich Avenue
Colchester CT 06415
Phone: 860-537-7220; 860-608-0473

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

TBD

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

By Architect, see Exhibit B

.2 Civil Engineer:

Init.

By Architect

- .3** Other, if any:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

David J. Stein, AIA, Principal
Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

- .1** Structural Engineer:

E2 Engineers
311 State Street
New London CT 06320
Phone: (860) 437-3259

- .2** Mechanical Engineer:

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

- .3** Electrical Engineer:

Silver Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden CT 06518
Phone: 203-230-9007

§ 1.1.11.2 Consultants retained under Supplemental Services:

TBD

§ 1.1.12 Other Initial Information on which the Agreement is based:

Init.

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User Notes: (1383478600)

Exhibit "B" Architect's Fee Proposal

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, upon mutual agreement, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Intentionally Omitted.

§ 1.3.1 Intentionally Omitted.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals. The services to be performed hereunder shall be performed in accordance with all applicable laws, rules, regulations, ordinances and codes, and all orders and permits of all federal, state and local government bodies, agencies, authorities and courts having jurisdiction over the Project, that are in effect at the time of the performance of such services

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. To the extent that any of the services to be performed by the Architect hereunder are performed by any consultant or subconsultant, the Architect shall be responsible for the performance of such services in a manner consistent with the professional skill and care ordinarily provided by the members of such consultant's or subconsultant's profession practicing in the same or similar locality under the same or similar circumstances.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until one year after the earlier of (i) the termination of this Agreement; or (ii) the Substantial Completion of the Project, unless a longer duration is provided below. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability per. In accordance with requirements as outlined in RFQ#2019-12

§ 2.5.2 Automobile Liability per. In accordance with requirements as outlined in RFQ#2019-12

§ 2.5.3 The Architect shall maintain excess/umbrella liability coverage in an amount of no less than Ten Million Dollars (\$10,000,000). In no event shall the excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One Million Dollars (\$ 1,000,000) each accident, One Million Dollars (\$ 1,000,000) each employee, and Two Million Dollars (\$ 2,000,000) policy limit.

Init.

§ 2.5.6 Professional Liability per covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Five Million Dollars (\$ 5,000,000) per claim and Five Million Dollars (\$ 5,000,000) in the aggregate. The Professional Liability coverage shall be maintained for eight (8) years after the earlier of (i) Substantial Completion of the Project; or (ii) the termination of this Agreement.

§ 2.5.7 **Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. – Certificates of Insurance shall name the Town of Colchester as the Certificate Holder and will also name the Town of Colchester as Additional Insured with all coverage being primary and non-contributory and subrogation against the additional insured being waived.

§ 2.6 Indemnification.

The Architect shall, to the fullest extent permitted by law, indemnify and hold the Owner and its officials, committee members, employees, agents and representatives (each, hereafter an "Indemnitee") harmless from and against (i) all claims, suits and/or legal actions of any type by third parties, including, without limitation, claims for loss of or damage to property, personal or bodily injury, including death, and from all judgments or decrees recovered therefore and from all expenses for defending such claims, suits or legal actions, including without limitation court costs and attorneys' fees, and (ii) all damages, losses, costs, and expenses (including all reasonable attorney's fees and court costs) of the Owner for damage or destruction to the Project or other real or personal property of the Owner, to the extent that the foregoing result or arise from the negligent acts or omissions of the Architect, its consultants, any of their respective employees, agents, contractors or representatives or anyone for whom or which any of them is responsible. The Architect shall, at no cost to the Owner, properly correct or remedy any defects or problems with the Work caused by any of the foregoing. The Architect's indemnification obligations set forth in this Section 2.6 shall not include liability for damage arising out of bodily injury to persons or damage to property to the extent caused by or resulting from the negligence of the Indemnitee, such Indemnitee's agents or employees.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3, those services identified in Article 4 as Basic Services, services required under the RFQ and include, without limitation usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3, identified in Article 4 as Basic Services, or required under the RFQ are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval. The Architect shall meet with the Owner (and such representatives of the Owner as requested by the Owner) to review the Schematic Design Documents. The Architect shall revise the Schematic Design Documents as requested by the Owner and shall resubmit such revised Schematic Design Documents for the Owner's approval. This process shall continue until the Owner approves the Schematic Design for the Project.

§ 3.3 Design Development Phase Services - When authorized in writing by the Owner.

§ 3.3.1 Subject to the written authorization of the Owner to the Architect to proceed with Design Development Phase Services, based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare

Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval. The Architect shall meet with the Owner (and such representatives of the Owner as requested by the Owner) to review the Design Development Documents. The Architect shall revise the Design Development Documents as requested by the Owner and shall resubmit such revised Design Development Documents for the Owner's approval. This process shall continue until the Owner approves the Design Development Documents.

§ 3.4 Construction Documents Phase Services - When authorized in writing by the Owner.

§ 3.4.1 Subject to the written authorization of the Owner to the Architect to proceed with Construction Documents Phase Services, based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents and submit the Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval. The Architect shall meet with the Owner to review the Construction Documents. The Architect shall revise the Construction Documents as requested by the Owner and shall submit the same to the Owner for its approval. This process shall continue until the Owner is satisfied with the Construction Documents.

§ 3.4.6 Throughout the construction of the Project, any design errors or omissions in the Construction Documents will be promptly corrected by the Architect at no cost to the Owner, The Owner's approval, acceptance, use of, or payment for, all or any part of the Architect's services hereunder or of the Project itself shall in no way alter the Architect's obligations or the Owner's rights hereunder.

§ 3.4.6.1 If, due to the negligent omission or failure to perform in accordance with the terms and requirements of this Agreement by the Architect, its subconsultants, or anyone for whom any of them is responsible, a required item or component of the Project is omitted, or such negligent omission or failure otherwise necessitates a change in the scope of the Work as then represented by the Construction Documents, the Architect shall be responsible for any "Excess

Init.

Costs" (as determined by the General Contractor or Construction Manager) incurred to add or modify such item or component of the Project or implement such change in the scope of the Work (the "Addition/Modification Work"). For the purposes of this Section 3.4.6, "Excess Costs" shall mean the difference between the full amount of the Change Order required by the Contractor to perform the Addition/Modification Work (including, without limitation, the removal of Work already performed if necessary) and the cost which would have been incurred by the Owner had the negligent omission or failure not occurred.

§ 3.5 Procurement Phase Services - When authorized in writing by the Owner.

§ 3.5.1 General

Subject to the written authorization of the Owner to the Architect to proceed with Procurement Phase Services, the Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall , consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Intentionally Omitted

(Paragraphs deleted)

§ 3.6 Construction Phase Services - When authorized in writing by the Owner.

§ 3.6.1 General

§ 3.6.1.1 Subject to the written authorization of the Owner to the Architect to proceed with Construction Phase Services, the Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for Construction, as it may be modified by the Owner. If the Owner and Contractor modify AIA Document A201-2017 in a way that changes the scope of the Architect's services to be performed hereunder, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement or the Architect otherwise provides its written consent thereto.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction (but in any event no less than once per week during active construction), or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review the amounts claimed by the Contractor to be due and certify and issue certificates in the amounts the Architect determines to be due. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect in writing and submitted to the Owner at the time of certification.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

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§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Architect determines that Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner (and the Contractor if requested by the Owner) to visually inspect the Project and review the facility operations and performance to determine whether correction of the Work is required in order for such Work to be in compliance with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services, unless noted by an "A/Basic Service" but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	A/Basic Service
§ 4.1.1.2 Multiple preliminary designs	A/Basic Service
§ 4.1.1.3 Measured drawings	A/Basic Service
§ 4.1.1.4 Existing facilities surveys	A/Basic Service
§ 4.1.1.5 Site evaluation and planning	A /Basic Service
§ 4.1.1.6 Building Information Model management responsibilities	A/Basic Service
§ 4.1.1.7 Development of Building Information Models for post construction use	A/Basic Service
§ 4.1.1.8 Civil engineering	A/Basic Service
§ 4.1.1.9 Landscape design	A/Basic Service
§ 4.1.1.10 Architectural interior design	A/Basic Service
§ 4.1.1.11 Value analysis	A/Basic Service
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	A
§ 4.1.1.13 On-site project representation	Regular Weekly Const Admin Observations Included in Basic Services
§ 4.1.1.14 Conformed documents for construction	A/Basic Service

Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.15 As-designed record drawings	A/Basic Service
§ 4.1.1.16 As-constructed record drawings	A will review GC's as built and transmit to Owner as part of Basic Services
§ 4.1.1.17 Post-occupancy evaluation	NP
§ 4.1.1.18 Facility support services	NP
§ 4.1.1.19 Tenant-related services	NP
§ 4.1.1.20 Architect's coordination of the Owner's consultants	A/Basic Service
§ 4.1.1.21 Telecommunications/data design	A/Basic Service
§ 4.1.1.22 Security evaluation and planning	NP
<i>(Row deleted)</i>	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	A/Basic Service
§ 4.1.1.29 Other services provided by specialty Consultants	NP
§ 4.1.1.30 Other Supplemental Services	NP
§ 4.1.1.31 Phase 1 Site Evaluation Services	NP
§ 4.1.1.32 LEED application, fees and certification process	NP
§ 4.1.1.33 Foundation design to be simple spread footings	NP
§ 4.1.1.34 Sewer pump station design	NP
§ 4.1.1.35 Design services in connection with a retaining wall exceeding 5' high	NP

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule. The Architect shall perform all professional services reasonably requested by the Owner. If the Architect believes that a service requested by the Owner, or a service recognized by the Architect to be necessary for the Project, constitutes an Additional Service, prior to performance of such service, the Architect shall provide written

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notice thereof to the Owner. If the Architect performs such services without first submitting such notice and receiving Owner's authorization to proceed, the Architect shall be deemed to have waived any right to additional compensation for such services and the same shall be deemed part of the Basic Services. If the Owner and the Architect cannot reach agreement on whether or not the subject services constitute Additional Services, the dispute shall be resolved pursuant to Article 8 of this Agreement.

§ 4.2.1 Upon recognizing the need to perform the following services, which, unless included in Basic Services under the terms of this Agreement, shall constitute Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Deleted
- .6 Preparation of design and documentation for more than eight (8) alternate bids or proposal requests proposed by the Owner;
- .7 Deleted
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services (which, unless included in Basic Services under the terms of this Agreement shall constitute Additional Services) The Architect shall notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Forty-Eight (48) visits to the site by the Architect during construction

- 3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- 4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

(Paragraph deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Architect shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. An allowance of \$5,000 for geotechnical borings is included in the Architect's compensation set forth in Section 11.1.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 Intentionally Omitted.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service provided, however, that the Owner shall have no obligation to investigate for the purpose of discovering faults, defects, errors, omissions or inconsistencies nor shall the failure of the Owner to provide notice of any of the same modify the obligations of the Architect to perform its services hereunder in compliance with this Agreement.

§ 5.12 The Owner shall endeavor to include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall endeavor to promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner, unless otherwise requested by the Owner, in which case, the Owner will provide the information to the Architect to be included in the Cost of the Work.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

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§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall, as part of Basic Services, make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All plans, drawings, specifications, models, reports and other materials and work product prepared or furnished by the Architect or on its behalf, including such materials and work product as are produced by the Architect's consultants, pursuant to this Agreement (collectively, the "Instruments of Service") are and shall be owned solely and exclusively by and shall be the property of the Owner free and clear of any claim or retention of rights thereto by the Architect and the Architect's consultants. The Instruments of Service cannot be used by the Architect or the Architect's consultants for any purpose beyond the scope of this Agreement without the prior written consent of the Owner. In addition to the immediately preceding sentence, the Architect agrees to obtain, and convey and assign to the Owner absolutely and exclusively, all intellectual property rights including, but not limited to, copyrights, in and to the Instruments of Service, and the Architect hereby does so grant, convey, and assign to the Owner absolutely and exclusively such of those rights that it owns. All Instruments of Service may be used by the Owner, in whole or in part, or in modified form, for any purpose, including the completion of development of the Project and for future renovation, maintenance, repair or replacement.

§ 7.1.1 The Architect shall not use, publish, distribute, sell or divulge any information obtained from the Owner for the Architect's own purposes or for the benefit of any person, firm, corporation or other entity without the prior, written consent of the Owner. Any information designated by the Owner in accordance with applicable law as confidential shall not be disclosed to any third parties without the prior written consent of the Owner. The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors of their respective Instruments of Service, including the Drawings and Specifications.

§ 7.3 Intentionally Omitted.

§ 7.3.1 Intentionally Omitted.

§ 7.4 Intentionally Omitted.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction, as it may be modified by the Owner. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

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If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement due to no fault of the Architect, and provided such failed payment(s) is not the subject of a good faith dispute by the Owner as to Architect's entitlement to such payment, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services or terminate this Agreement, the Architect shall give fourteen days' written notice to the Owner and an opportunity to cure before suspending services or terminating this Agreement. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect mutually agreed sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

Init.

§ 9.2 If the Owner suspends the Project for more than sixty consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than fourteen days' written notice.

§ 9.4 The Owner may terminate this Agreement upon not less than seven days' written notice should the Architect fail substantially to perform in accordance with the terms of this Agreement through no fault of the Owner.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for mutually agreed upon services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

None

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction unless otherwise defined herein.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect

for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 With the prior written consent of the Owner in each case, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. If such consent is granted, the Architect shall be given reasonable access to the completed Project to make such representations. However, under no circumstances shall the Architect's materials shall include the Owner's confidential or proprietary information. The Architect must present to the Owner any materials they wish to use for approval by the Owner prior to release for use. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For the performance of the Conceptual and Schematic Design services in accordance with this Agreement, the Architect shall be entitled to compensation in the lump sum amount of Forty-Six Thousand Nine Hundred Ninety-One and 00/100 Dollars (\$46,991.00).

(Paragraphs deleted)

To the extent that the Owner authorizes the Architect to proceed with services hereunder for any other phase, the compensation to be paid to the Architect for the performance of services for such phase in accordance with this Agreement shall be as identified below for that phase:

Design Development Phase: lump sum amount of: \$151,060.

Construction Documents Phase: lump sum amount of: \$103,584.

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Procurement Phase: lump sum amount of: \$21,580. Construction Administration and Closeout Phase.
lump sum amount of: \$107,900.

.2 Intentionally Omitted.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Based on time spent at the hourly rates attached as Exhibit C unless the parties mutually agree to a lump sum amount.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Based on time spent at the hourly rates attached as Exhibit C unless the parties mutually agree to a lump sum amount

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum, the proportion of compensation for each phase of services shall be approximately as follows:

Conceptual and Schematic Design Phase	Eleven	percent (11	%)
Design Development Phase	Thirty Five	percent (35	%)
Construction Documents Phase	Twenty Four	percent (24	%)
Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty Five	percent (25	%)
<hr/> Total Basic Compensation	<hr/> one hundred	<hr/> percent (<hr/> 100	<hr/> %)

§ 11.6 Intentionally Omitted.

(Paragraph deleted)

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit "C" Standard Hourly Rates attached to this Agreement.

Init.

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-state travel and subsistence;
- .2 Permitting and other fees required by authorities having jurisdiction over the Project;

(Paragraphs deleted)

- .3 Printing, reproductions, plots and standard form documents not to exceed \$5,000.00 in the aggregate; 4 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

(Paragraph deleted)

- .5 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;

(Paragraphs deleted)

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Based on actual invoices from insurance carrier(s)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Intentionally Omitted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within forty-five days after the presentation of the Architect's invoice. Amounts unpaid

(Paragraphs deleted)

forty-five (45) days after the presentation of the invoice shall bear interest only to the extent required by Connecticut law and, if required, at the lowest permitted rate.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

None

Init.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect

.2

(Paragraphs deleted)

Other documents:

(List other documents, if any, forming part of the Agreement.)

Exhibit "A" Owner's RFQ #2019-12

Exhibit "B" Architect's Fee Proposal

Exhibit "C" Architect's and Consultants Standard Hourly Rates

This Agreement entered into as of the day and year first written above.



OWNER (Signature)

Mary Bylone First Selectman

(Printed name and title)



ARCHITECT (Signature)

William R. Silver, AIA President

(Printed name, title, and license number, if required)

Init.

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EXHIBIT X'

Town of Colchester
And
Colchester Public Schools
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Mary Bylone
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Jeffrey Burt
Superintendent of Schools

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FAX: 537 - 1252

RFQ # 2019-12

Request for Qualifications & Proposals
For
Architectural and Engineering Services
For
Proposed Colchester Senior Center

Submittal Packages shall be addressed to 1st Selectman, Mary Bylone, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M., January 3, 2020.**

Responses to this RFQ shall be submitted in a sealed envelope clearly marked, "RFQ 2019-12 Architectural and Engineering Services Proposed Colchester Senior Center". Bid opening shall take place at the Colchester Town Hall, Office of the 1st Selectman or a designated Meeting Room, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:05 P.M., January 3, 2020.**

General questions concerning this bid may be answered by contacting the Office of the First Selectman at (860) 537-7288, who may refer said question to staff or the Senior Center Building Committee for response or issuance of addendum.

You must submit fifteen (15) written copies of your proposal and a pdf copy on a CD or Flash Drive. Technical questions concerning the Request for Proposal should be in writing and directed to: Dawn LePage- Clerk, Senior Center Building Committee - 860-478-3971 - dlepage@colchesterct.org. with copy sent to the First Selectman's Office. No firm pursuing this project shall have any contact or communication with any member of the building committee or other Town official regarding this procurement during the procurement phase. Failure to comply with these conditions will result in the Candidate waiving the right to dispute the bid specifications and conditions.

No right shall accrue to any person submitting a bid until such bids have been accepted and contract awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verblage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.

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RFP #2019-12
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: _____

TELEPHONE #: _____ - _____

FAX #: _____ - _____

EMAIL: _____

REPRESENTED BY: _____
(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

BASE BID

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	<u>Phase I – Conceptual and Schematic Design</u> Architectural and Engineering Services – Lump Sum Fee For all work as outlined in the RFQ., include all reimbursable expenses.	_____
2	<u>Phase Two – Design Development to Project Completion</u> <u>Subject to Conditions as defined under Project Scope.</u> Architectural and Engineering Services - Lump Sum Fee For all work as outlined in the RFQ, including all reimbursable expenses.	_____

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NOTE Respondents shall provide a schedule of fees for any additional work requested outside the project scope. This may include work to be performed as part of the agreement or change order between the Architect and the Town of Colchester.

The undersigned hereby is in agreement to provide architectural and engineering services for the Colchester Senior Center Project as specified herein for the following fees:

Total of Item #1 and Item #2 Amount Written in words:

Bidders Name (print)

Authorized Signature

Bidders Address:

Bidders Phone

Bidders FAX

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RFQ #2019-12

General Specifications

All responses must include the enclosed "Bid Form" above and further information as detailed herein. *No Exceptions.* Bidder shall provide information regarding the bidder's qualifications, company history, etc. on separate sheets as detailed herein.

GENERAL OVERVIEW AND SCOPE

The Town of Colchester (Owner) is seeking Architectural and Engineering Services for the construction of a new Senior Center to meet the requirements of the Senior Center Strategic Plan. The Architect will assist the Owner in the design of the Senior Center to meet the goals as laid out in the Strategic Plan and to fit on the property purchased by the Town of Colchester for the location of the Center and comply with local, state and federal requirements. The Architect will also assist the Owner in analyzing alternatives and in seeking the best-value option so the Building Committee can make an informed decision before proceeding to referendum. Additionally the Architect will assist and prepare such documents as requested by the Building Committee for public information prior to the referendum to educate the public on the project.

Project Scope

Item #1 Phase One – Conceptual and Schematic Design:

1. Conceptual Design
 - a. Consult with the Owner to determine the scope and requirements of the project.
 - b. Work with the Owner to develop a conceptual design, commensurate budget and project schedules to meet the specifications as noted in the Senior Center Strategic Plan.

2. Schematic Design
 - a. Finalize the facility programming to address all functions and operational requirements.
 - b. Ensure that facility programming complies with the standards as required by the State of Connecticut and the Town of Colchester for buildings which serve as Senior Centers.
 - c. Review with the Owner alternative approaches to design and construction of the project.
 - d. Design Plans and Schematic Site Plans shall reflect general conformance with Town of Colchester Planning and Zoning Regulations and other applicable regulations.
 - e. Prepare documents and models (which become property to the Owner) to describe the size and scope of the project, including architectural, structural, mechanical and electrical systems, security systems, and other elements as necessary to inform the community about the project.
 - f. The designer shall develop a budget for the scope as described above. This budget shall include an estimate inclusive of all work associated with the project including "soft" and "hard" construction costs, site development costs, and contingency accounts. The Owner may retain an independent professional estimator to review the A/E's budget. This may be used to establish the total construction budget. The Owner and Owner's representative will establish the total Project Budget.

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- g. Meet with the Owner, town residents, news media, governing boards and commissions, and others as necessary to obtain funding approval and update citizens on project progress.

Item #2 Phase Two – Design Development to Project Completion – To be implemented only upon Referendum and Funding Approval. Work included within this item is subject to contract amendment and approval, based upon Building Committee’s recommendation concerning acceptable completion of Item #1, and the Town of Colchester Purchasing Policy.

1. Design Development
 - a. Based on approved schematic documents, prepare design development drawings, specifications and related documents for approval by the Owner. Include costs for site development such as deep test pits, site borings and any other tests or exploratory measures needed to develop a complete set of site drawings and specifications.
 - b. Prepare necessary documents to describe and detail the size and scope of the project.
 - c. Submit to, attend and represent the owner in front of all required regulatory permitting agencies and meetings on the project. Documents and plans shall be acceptable in all fashion, in order to obtain a Building Permit for the project.
2. Construction Documents
 - a. Based upon approved design development documents, submit all necessary project construction documents for review and approval by the Owner
3. Bidding Phase
 - a. Consult during pre-bid conferences to clarify questions about the project.
 - b. Assist the Owner and its consultants in obtaining qualified bids.
 - c. Assist the Owner and its consultants in evaluating, awarding, and preparing contracts for construction.
4. Construction Phase
 - a. Provide administration of the construction project.
 - b. Serve as the advisor to Owner and Owner’s Representative during this phase.
 - c. Visit the site, per the Architects contract schedule and documents, to review and report to the Owner on the progress and quality of the work. At a minimum the Architect will attend at least one monthly meeting of the Senior Center Building Committee and attend the Contractor’s Weekly Construction Progress meetings. The Architect’s Consulting Engineers will also attend monthly Building Committee meetings on an “as needed” basis.
 - d. Review and take appropriate action on Contractor’s submittal of drawings, samples, etc. to ensure compliance with the design specifications.
 - e. Prepare, review, and take appropriate action on change orders submitted for the Owner’s approval.
 - f. Conduct inspections as necessary to determine progress and completion of work, and prepare a punch list of incomplete/unsatisfactory items and schedule their completion.

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- g. Advise the Owner in determining the final acceptance and completion of the work, and confirm that all documents, warranties, manuals, bonds, as-built drawings, etc. have been turned over to the Owner (Owner's option).

QUALIFICATIONS REVIEW AND SELECTION PROCESS

Following initial review, candidates will be short-listed to four semi-finalists. The presentation will not exceed 30 minutes and will be followed by a question and answer period of approximately 30 minutes which may involve questions on their ideas for meeting design requirements. These interviews will be beginning in Mid-January 2020. The Owner may opt to hold a second interview with two or more finalists.

SELECTION CRITERIA

The Owner is utilizing a combination written qualifications, proposal evaluation, oral interview responses and fee to select a design firm for this project. Proposals are being requested and anticipated to be received from multiple firms. The Town of Colchester will review these written proposals (inclusive of the fee proposals) and will shortlist up to four firms for possible interviews. Consideration may be based upon the following:

- a) Candidate's background and professional expertise, including size and scope of previous projects, and specifically expertise in the design, construction and administration of those projects.
- b) The Candidate's ability to complete the project within the required timeline, and to commit staff in a timely way when requested.
- c) The Candidate's demonstrated understanding of the work.
- d) Evidence of any special innovative approach that the firm will use.
- e) The proven ability to submit a creative, functional design.
- f) The proven ability to submit cost-effective solutions.
- g) Fee proposal, in accordance with attached Fee Schedule

After review of all factors, terms and conditions, including price, the Purchasing Authority of the Town of Colchester reserves the right to reject any and all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the Town of Colchester and in accordance with the Town of Colchester Purchasing Policy. Award of the contract is addressed below.

ADDITIONAL CRITERIA

Regulations of Connecticut State Agencies Section 4-1 14a-3(10) requires agencies to consider the following factors when awarding a contract that is subject to contract compliance requirements:

- a. The Candidate's success in implementing an affirmative action plan
- b. The Candidate's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive
- c. The Candidate's promise to develop and implement a successful affirmative action plan:

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- d. The Candidate's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- e. The Candidate's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises (see CGS3 1-9e).

PROPOSED ANTICIPATED PROJECT SCHEDULE

Submission of detailed qualifications	January 3, 2020
Committee review of qualifications	January 6-17, 2020
Candidates interviews	January 20 -31, 2020
Selection of Architect and Award of Contract	February 10 - 29, 2020
Complete conceptual design and budget estimate	March 1 – May 29, 2020
Review of design, estimate and financial analysis	June 1 – 30, 2020
Public Education of Project prior to referendum	July 1-Aug 15, 2020
Town Meeting and Referral to Referendum	Aug 15 –Sept. 10. 2020
Town Referendum (Legal Warning-Statutory Req.s)	End Sept to Mid Oct, 2020

FORMAT OF PROPOSAL

All responses to this RFQ must conform to these instructions.

Information should be complete, accurate and concise. Proposals shall be a maximum of 40 pages. In addition you may enclose no more than 30 pictures to help illustrate your work. We have also suggested a maximum number of pages for each section of your proposal. While these section totals are only suggestions the total of **40** pages for the entire proposal is a **maximum**. Your submittal should include the following and be formatted in this order with the number of pages for each section noted in parentheses:

- a. Letter of Interest (not part of 40 page max.)
- b. Your abilities and relevant prior experiences in the area(s) if service offered, and is to include a list of prior clients, complete with names, addresses and telephone numbers of contact persons. Include photographs and /or illustrations for similar projects. (3 max)
- c. Discuss prior similar projects that were designed and constructed to LEED, Green Globe or other sustainable building standards. (1 max)
- d. How you will deal with each element of the work described. (2 max)
- e. Your work currently under contract and your ability to meet time schedules outlined. (3 max.)
- f. The extent to which qualified staff will be available to provide the services offered. Include a complete resume and project assignment for each professional or technical person to be assigned to the project (1-2 pages each) and an organizational chart showing the relationship of the team (10 max.)
- g. How you propose to schedule the project. (1 max.) See anticipated project schedule.
- h. Submit data regarding maintenance of project schedules and budgets for prior clients. (3 max.)
- i. Describe the specific cost-saving measures and their magnitude which you have implemented on past projects and how project schedules were improved or expedited to the Owner's benefit. (2 max.)

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- j. Provide a list of potential mechanical, electrical, plumbing, site and/or civil engineers and any other disciplines with whom you have worked and who will be working on this project. (2 max.)
- k. The Board of Education offers students a variety of technical education classes including architecture. The Owner and the Board of Education consider this project as an opportunity for authentic student learning. Please describe any ideas and/or experience you may have in providing authentic learning experiences to high school students. (1 max.)
- l. Eleven pages which may be used for anything you wish. (11 max.)
- m. Provide Hourly Fees as requested above in the Bid Form requirements.

Additional Notes

1. The Town of Colchester is exempt from paying excise, transportation, and sales taxes imposed by the Federal Government and/or the State of Connecticut. Such taxes must not be included in prices. No exemption certificates are required and none will be issued, until the contract is executed.
2. AIA Document B15 1 – 1997 Edition will be the contract used for this work, with the following amendments: Article 7: Delete all references to arbitration; Article 8.2: Change 30 days to 90 days, Article 8.7: to read: “Termination Expenses are limited to work actually done, based upon hours expended on that work. See attachment A for hourly rates”. Articles 1 1.3.3 and 1 1.4: Multiple of 1.1 is maximum markup allowable for these services/expenses. Article 11.2.2: Architect is to clearly state percentages of basic compensation payable per phase. Article 12: Architect is to clearly describe other services and compensation. No other amendments will be considered.

ACCEPTANCE PERIOD

In submitting the proposal, the candidate agrees that the proposal will remain valid for a period of ninety (90) days after the closing date for submission, and may be extended beyond that time by mutual agreement. Prices quoted must be firm for acceptance by the Town of Colchester, for a period of 90 days.

ADDENDA TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all prospective firms who have received the RFQ documents.

ATTACHMENTS

The following attachments are to be considered part of this document:

- a. Strategic Plan – 2017-2022 – As prepared by the Department of Senior Services
- b. Town of Colchester Geographic Information System – Map denoting SRC property location
- c. Survey Map of proposed site.
- d. Plan of adjacent Town Hall Site Plan
- e. GIS Clip Plan Dated November 2019

Town of Colchester
And
Colchester Public Schools
127 NORWICH AVENUE, SUITE 201 & 202
COLCHESTER, CT., 06415-1260

Mary Bylone
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Jeffrey Burt
Superintendent of Schools

(860) 537 - 7208
FAX: 537 - 1252

THE CANDIDATE

The candidate shall be thoroughly familiar with the requirements of all specifications and the actual physical conditions of the actual project site. The submission of a proposal shall be construed as evidence that the Candidate has examined the actual job conditions, requirements and specifications. Any claim for labor, equipment or materials required or difficulties encountered that could have been foreseen will not be recognized.

ASSIGNMENT OF CONTRACT

No contract may be assigned or transferred without the consent of the Owner, which may be withheld in the Owner's absolute discretion.

FEDERAL, STATE AND LOCAL LAWS

All applicable Federal, State, and local laws, and rules and regulations of all authorities having jurisdiction over the locality of the project shall apply to the contract and are deemed to be included herein.

BASIS OF AWARD

This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town as detailed above.

Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award and/or (2) when required a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

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INSURANCE REQUIREMENTS

The successful Candidate will be required to furnish and maintain Architect's Errors and Omission Insurance and a comprehensive general liability certificate of insurance naming the Town of Colchester as additional insured. The Candidate shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:-Each Occurrence - \$1,000,000 General Aggregate - 2,000,000

includes coverage for:

- 1. Products/Completed Operations.
- 2. Contractual Insurance.
- 3.. Broad Form Property Damage.
- 4. Independent Contractors.
- 5. Personal Injury.
- 6. Premises-Operations.

B. Auto Liability - Combined Single Limit \$1,000,000

C. Owners Contractors Protective Liability (OCP) in the name of The Town of Colchester:

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

F. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

G. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and

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agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

Invoicing

Contractor shall prepare invoicing for payment for completed work that has been recommended by the Building Committee for acceptance by the First Selectman or his designee, either at the completion of all work, or portions that has been completed, inspected and approved as stated.

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Attached Reference Drawings:

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RFP #2019-12
BID FORM

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: Silver, Petrucelli & Associates, Inc.
3190 Whitney Avenue
Hamden, CT 06518

TELEPHONE #: 203 - 230-9007

FAX #: 203 - 230-8247

EMAIL: bsilver@silverpetrucelli.com

REPRESENTED BY: William R. Silver, President
(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the school and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester / Colchester Public Schools with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

BASE BID

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	<u>Phase I – Conceptual and Schematic Design</u> Architectural and Engineering Services – Lump Sum Fee For all work as outlined in the RFQ., include all reimbursable expenses. <i>Includes \$5,000 ALLOWANCE FOR GEOTECH BORINGS.</i>	<u>46,991.⁰⁰</u>
2	<u>Phase Two – Design Development to Project Completion</u> <u>Subject to Conditions as defined under Project Scope.</u> Architectural and Engineering Services - Lump Sum Fee For all work as outlined in the RFQ, including all reimbursable expenses.	<u>384,609.⁰⁰</u>

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Jeffrey Burt
Superintendent of Schools

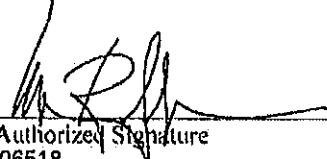
(860) 537 - 7208
FAX: 537 - 1252

NOTE Respondents shall provide a schedule of fees for any additional work requested outside the project scope. This may include work to be performed as part of the agreement or change order between the Architect and the Town of Colchester.

The undersigned hereby is in agreement to provide architectural and engineering services for the Colchester Senior Center Project as specified herein for the following fees:

Total of Item #1 and Item #2 Amount Written in words:

FOUR HUNDRED THIRTY ONE THOUSAND, SIX HUNDRED DOLLARS

William R. Silver	
_____ Bidders Name (print)	_____ Authorized Signature
Bidders Address: 3190 Whitney Avenue, Hamden, CT 06518	
203-230-9007 x 206	203-230-8247
_____ Bidders Phone	_____ Bidders FAX

SILVER / PETRUCELLI + ASSOCIATES

Architects / Engineers / Interior Designers
 3190 Whitney Avenue, Hamden, CT 06518-2340
 Tel: 203 230 9007 Fax: 203 230 8247
silverpetrucelli.com

**STANDARD HOURLY RATES**

2020

<u>Personnel</u>	<u>Hourly Rate</u>
Principal/Project Manager	\$206
Principal/Project Architect	\$191
Principal Civil Engineer	\$210
Principal M/E Engineer	\$206
Principal Structural Engineer	\$176
Sr. Structural Project Engineer	\$146
Sr. Project Engineer/Manager	\$179
Civil Engineer	\$146
Architect	\$153
Interior Designer	\$118
Landscape Architect	\$192
Construction Administrator/Building Official/Fire Marshal	\$133
Architectural Designer/Job Captain/Specification Writer	\$128
Project Engineer	\$118
Civil CADD Operator	\$106
Engineering Designer	\$110
Architectural Draftsperson	\$103
Clerical/Word Processing	\$89

2020 Preferred Hourly Rates & Reimbursable Expenses

Connecticut Office

Clerical	\$ 65.00	Per Hour
Survey Crew Member	\$ 85.00	Per Hour
Draftsperson/Technician	\$ 85.00	Per Hour
Senior Draftsperson/Technician	\$ 95.00	Per Hour
Inspector	\$105.00	Per Hour
Senior Inspector	\$120.00	Per Hour
Chief Inspector	\$140.00	Per Hour
Resident Project Representative	\$160.00	Per Hour
Engineer/Designer/Planner	\$115.00	Per Hour
Senior Engineer/Designer/Planner	\$125.00	Per Hour
Licensed Professional/Specialist	\$145.00	Per Hour
Lead Licensed Professional/Specialist	\$155.00	Per Hour
Senior Licensed Professional/Specialist	\$175.00	Per Hour
Principal	\$220.00	Per Hour

Reimbursable Expenses

Bond Prints	\$ 2.00	Each
Large Bond Prints	\$ 3.00	Each
Fixed Line Mylars	\$75.00	Each
Color Plots/Mylars	\$30.00	Each
Large Color Plots/Mylars	\$45.00	Each
Photo Copies – 8½ x 11	\$ 0.12	Per Copy
Photo Copies – 11 x 17	\$ 0.24	Per Copy
Color Copies – 8½ x 11	\$ 1.25	Per Copy
Color Copies – 11 x 17	\$ 2.25	Per Copy
Binding 0-200 pages	\$ 6.00	Per Bound Copy
201 or more pages	\$ 7.50	Per Bound Copy
Board Mounting	\$25.00	Each
FedEx – \$0-\$25	\$25.00	Per FedEx
FedEx – Over \$25	Cost	Per FedEx
Mileage	(IRS Rate)	Per Mile

2020 ct pfd hourly rates.doc



Hourly Rates

Principal	\$275/hour
Senior Engineer	\$195/hour
Staff Engineer	\$165/hour
Revit Specialist	\$105/hour
CAD Specialist	\$95/hour
Administrative	\$65/hour

**PROJECT MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES
AGREEMENT**

This **PROJECT MANAGEMENT/OWNER'S REPRESENTATIVE SERVICES AGREEMENT** (this "**Agreement**") dated as of the 15th day of January, 2021 (the "**Effective Date**"), is made by and between **CONSTRUCTION SOLUTIONS GROUP, LLC**, a Connecticut limited liability company, having an address of 1137 Main Street, East Hartford, Connecticut (the "**OPM**") and the **TOWN OF COLCHESTER** (the "**Owner**") in connection with the construction of the new Senior Center (the "Project") to be located on the property of the Owner located on Lebanon Avenue in Colchester, Connecticut (the "Property").

RECITALS:

A. The Owner has selected the OPM to provide project management and owner's representative services to the Owner in connection with the Project.

B. Owner desires to formally engage the OPM to furnish and perform such project management and owner's representative services for the Project and the OPM desires to accept such engagement, as described in, subject to, and in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **PM/OPM Services.** The OPM shall manage, arrange, supervise and coordinate the planning, design, construction, and completion of the Project all in accordance with the terms, conditions and limitations set forth in this Agreement and all as more particularly described on **Exhibit A** hereto (collectively, the "**PM/OPM Services**").

2. **Project Documents.** By the execution of this Agreement the OPM hereby acknowledges receipt of, and familiarity with, the following project related documents:

- (a) Strategic Plan – 2017-2022 – As prepared by the Department of Senior Services
- (b) Town of Colchester Geographic Information System – Map denoting SRC property location
- (c) Survey Map of proposed site.
- (d) Plan of adjacent Town Hall Site Plan
- (e) GIS Clip Plan Dated November 2019

3. **OPM's Responsibilities.** The OPM shall provide the PM/OPM Services in accordance with this Agreement, in a manner consistent with the level of skill and care customarily exercised by members of the project management/owner's representative profession practicing at the same time and locality as the Project and consistent with the best interests of the Owner. In providing PM/OPM Services hereunder, the OPM shall act as an independent contractor and not as a partner or joint venturer with Owner. With regard to the provision of the PM/OPM Services, the OPM shall have control over the means used to provide the PM/OPM

Services. The OPM will act as the Owner's representative in all matters relating to the Project to the extent delegated to the OPM pursuant to this Agreement. The OPM shall cooperate with Silver Petrucelli & Associates, Inc. ("Architect"), the Architect for the Project, and the Construction Manager to be selected by the Owner for the construction of the Project ("CM") in fulfilling its project management/owner's representative responsibilities and furthering the interests of the Owner and the Project. To the extent that the OPM engages subconsultants or contractors to perform any part of the PM/OPM Services on behalf of the OPM, the OPM shall be responsible for all acts and omissions of all of such subconsultants and contractors. The OPM shall not engage contractors or subconsultants to provide any of the PM/OPM Services without the prior written consent of the Owner.

4. **Authority of the OPM.** The OPM shall carry out and discharge the responsibilities and obligations of the OPM under this Agreement; provided, however, that OPM shall have no right or authority, express or implied, to commit or otherwise obligate the Owner in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the Owner.

5. **Schedule.** The OPM shall commence the PM/OPM Services upon the execution of this Agreement and, subject to the authorization by the Owner in accordance with the requirements set forth on Exhibit A, diligently continue the performance of the PM/OPM Services until completed in accordance with this Agreement, unless this Agreement is sooner terminated in accordance with its terms.

6. **Project Team and OPM's Designated Representative.** The persons set forth below shall serve as the OPM's team for the Project. The OPM hereby represents that all of such persons have the proper training and experience to competently perform the PM/OPM Services. The OPM shall not replace any of such persons except with prior written notice to, and the consent of, the Owner.

Chris Cykley, Project Executive
Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108
Tel. No. 203-889-6197
Email Address: markg@csgroup-llc.com

Mark Garilli, Project Manager
Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108
Tel. No. 203-889-6197
Email Address: markg@csgroup-llc.com

Lindsey Mathiew, Communication Specialist
Golden Egg Concepts, LLC
Colchester, CT
Tel. 860-531-9721

Email Address: lsiragusa@goldeneggconcepts.com

Thomas Hardin, Cost Estimator
Pan American Consulting Services, LLC
Panama
Tel. (860) 873-1196
Email Address: thardin@pacs-llc.net

Ira Yellen, Bond Referendum Strategist
Tall Timbers Marketing
PO Box 357
Glastonbury, CT 06033
860-657-3815
Email Address: iwyellen@talltimbersmarketing.com

Peter Etzel, On-Site Construction Representative
Etzel Consulting LLC
Middletown, CT
Tel. 860-944-6745
Email Address: peter@etzelconsulting.com

The OPM's designated representative for the Project shall be:

Mark Garilli, Project Executive
Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108
Tel. No. 203-889-6197
Email Address: markg@csgroup-llc.com

7. **Owner's Designated Representative:** The Owner's designated representative for the Project shall be:

Mary Bylone, First Selectman
Town of Colchester
127 Norwich Avenue
Colchester CT 06415
Tel. 860-537-7220
Email Address: selectman@colchesterct.gov

8. **Compliance with Law.** The OPM shall perform all of the PM/OPM Services consistent with the laws, regulations, ordinances, and requirements of the federal or any state or municipal governments as are applicable to the performance of the PM/OPM Services (collectively, "**Applicable Law**").

9. **Project Management Fee.** In consideration of the performance of the PM/OPM Services in accordance with this Agreement, the Owner shall pay the OPM a lump sum fee in the

amount of **Two Hundred Ninety-Six Thousand Seven Hundred Forty-Eight and 79/100 Dollars (\$296,748.79)** to be allocated as follows:

Phase One:

Conceptual and Schematic Design: \$14,798.65

Phase Two:

Design Development Phase: \$20,000.00

Construction Documents Phase: \$12,110.25

Construction and Closeout Phase: \$249,839.89

10. Invoicing/Payments. The OPM shall submit invoices on a monthly basis based on the percentage of completion of the PM/OPM Services. Provided that the Project Manager has performed the PM/OPM Services identified in the invoice in accordance with this Agreement, and is not otherwise in default of its obligations under this Agreement, the Owner shall make payment of the amount due under such invoice within thirty (30) days after Owner's receipt thereof.

11. Additional Services. To the extent that the Owner requests that the OPM provide services for the Project beyond the scope of services described in, and included under, this Agreement (the "Additional Services"), the OPM shall provide such services. Compensation for Additional Services shall be based on a lump sum fee mutually agreed by the Owner and the OPM unless the Owner and the OPM cannot agree on a lump sum fee, in which case, compensation shall be based on time spent at the hourly rates set forth on **Exhibit B** (the "Hourly Rates"). The Hourly Rates are all-inclusive rates and shall be applicable for the duration of the Project.

12. Reimbursable Expenses. The OPM will not be entitled to reimbursement by the Owner of any costs or expenses under this Agreement.

13. Insurance. For so long as this Agreement is in effect, the OPM shall carry and keep in force the types and amounts of insurance set forth on **Exhibit C** hereto. Prior to the commencement of the PM/OPM Services, the OPM shall provide the Owner with a currently dated Certificate of Insurance confirming that the OPM has obtained and maintains all insurance required hereunder.

14. Indemnity. To the fullest extent permitted by Applicable Law, the OPM shall indemnify, defend and hold harmless the Owner, its directors, officers, officials, committee members, employees, agents and representatives from and against any and all loss, cost, liability, damages, claims, actions, suits, demands, judgments, executions, interest and expense whatsoever, including, but not limited to, costs of investigation, defense and settlement, and all reasonable attorneys' fees and disbursements, including, but not limited to, claims for loss of or damage to property, personal or bodily injury, including death, and claims for losses of any type, for damage or destruction to the Project, the Property or other real or personal property of the Owner or any adjacent property but only to the extent they arise out of the acts or omissions of the OPM, its consultants, contractors or any of their respective agents, officials, employees or

representatives, in connection with the performance of the PM/OPM Services. In claims against any person or entity indemnified under this Section by an employee of the OPM, anyone directly or indirectly employed or retained by the OPM or anyone for whose acts the OPM may be liable, the indemnification obligation under this Section 14 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the OPM under workers' compensation acts, disability benefit acts or other employee benefit acts. The obligations of the OPM under this Section 14 shall survive the expiration or earlier termination of this Agreement.

15. **Cumulative Rights and Remedies.** Any right or remedy that the Owner may have at law, in equity or otherwise upon the breach of any covenant, agreement, term, provision or condition in this Agreement by the OPM shall be distinct, separate and cumulative and no right or remedy, whether exercised by the Owner or not, shall be deemed to be exclusive of any other.

16. **Dispute Resolution.** The OPM and the Owner agree to negotiate in good faith to resolve any disputes or differences arising under this Agreement. Any dispute that cannot be resolved by negotiation will be submitted to mediation conducted in accordance with the current Construction Industry Mediation Rules of the American Arbitration Association or such form of non-binding Alternative Dispute Resolution as the parties may otherwise mutually agree. The OPM and the Owner agree that, in the event their dispute resolution procedures as described above do not resolve the disagreement between them and either party elects thereafter to institute legal proceedings, the forum for any such action relating to this Agreement shall be in the state or federal courts located in the State of Connecticut. The OPM hereby irrevocably consents to the jurisdiction of such courts and waives any defense, whether asserted by motion or pleading, that such courts are an inconvenient or inappropriate venue.

17. **Termination of this Agreement.**

(a) The Owner may terminate this Agreement at any time and for any or no reason upon seven (7) days prior written notice to the OPM. Upon such termination, if requested by the Owner, the OPM shall provide to the Owner copies of all records in OPM's possession related to the Project (the "**Project Records**").

(b) The OPM may terminate this Agreement upon ten (10) days prior written notice ("**Default Notice**") to the Owner in the event of the Owner's material breach of this Agreement provided such material breach is not cured within ten (10) days after Owner's receipt of the Default Notice. The Default Notice shall describe the material breach and the method(s) by which such breach may be cured. If requested by the Owner, the OPM shall provide to the Owner copies of all Project Records. If the OPM terminates this Agreement as provided in this subparagraph (b), the OPM shall not be responsible for delays or damages that accrue to the Owner due to OPM's termination.

(c) In the case of Owner's termination without cause or the OPM's termination for cause under Section 17(b), the Owner shall pay to the OPM amounts due to the OPM for PM/OPM Services performed in accordance with this Agreement through the effective date of termination (the "**Termination Payment**"). The Termination Payment shall be made by

the Owner within thirty (30) days after receipt of the OPM's final invoice reflecting amounts properly due. Such payment obligation and the obligation of the OPM to provide Project Records shall survive the termination of this Agreement.

18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to any choice of law provisions.

19. **Notices.** All notices, requests, approvals, demands, and other communications required or permitted to be given under this Agreement shall be in writing and delivered to the addresses provided below. With the exception of notices of claims or termination, notice may be given by regular mail, facsimile, e-mail, or delivery in person. All notices sent via the U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt. Notices of claims or termination shall be delivered by (i) United States mail as registered or certified mail, postage prepaid, return receipt requested; or (b) reputable overnight delivery service and such notices shall be effective upon receipt. All notices shall be addressed as follows:

If to the OPM:

James P. Giuliano
Construction Solutions Group, LLC
1137 Main Street
East Hartford, CT 06108
Tel. No. (860) 595-7166
Email Address: jimg@csgroup-llc.com

with a copy to:

Paul H.D Stoughton
Conway Stoughton LLC
641 Farmington Ave
Hartford, CT 06105

If to Owner:

Town of Colchester
127 Norwich Avenue
Colchester, CT 06415-1260
ATT: Mary Bylone
Tel. No. (860) 537-7220
Email: selectman@colchesterct.gov

with a copy to:

Shipman & Goodwin LLP
1 Constitution Plaza
Hartford, CT 06103
Attention: Christine L. Chipman, Esq.
Phone: (860) 251-5048
Email: cchipman@goodwin.com

or at such other address as the party to whom the notice is sent shall have designated in accordance with the provisions of this Section.

20. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by Applicable Law.

21. **Binding Effect.** OPM and Owner agree that all the provisions hereby are to be construed as covenants and agreements and where used in each separate section hereof and that this Agreement and all the provisions hereof shall bind and inure to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding anything herein to the contrary, OPM shall not assign this Agreement or its interest therein without Owner's prior written consent, which consent may be withheld in Owner's sole and absolute discretion.

22. **Amendment.** This Agreement may only be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

23. **Non-Waiver.** Any failure by the Owner to insist upon the strict performance by the OPM of any of the terms and provisions hereof shall not be a waiver, and the Owner, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the OPM of any and all of the terms and provisions of the Agreement, and OPM shall not be relieved of such obligation by reason of the failure of the Owner to comply with or otherwise enforce any of the provisions of this Agreement.

24. **Construction.** The parties acknowledge that each party and, if it so chooses, its counsel, have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions. Whenever the context may require, words used in this Agreement shall include the corresponding feminine, masculine, or neuter forms, and the singular shall include the plural and vice versa. Unless the context expressly indicates otherwise, all references to "Section" are to sections of this Agreement.

25. **Entire Agreement.** This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the subject matter hereof.

26. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original instrument, but all such counterparts together shall constitute one and the same instrument. A facsimile or .pdf signature shall constitute an original signature and an Agreement containing the signatures (original or facsimile or .pdf) of all of the parties hereto is binding on such parties once such signatures are transmitted via confirmed facsimile or via electronic mail.

27. **No Third-Party Beneficiaries.** The provisions of this Agreement are and will be for the benefit of the OPM and Owner only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement.

28. **Warranty of Signers.** Each individual executing and delivering this Agreement on behalf of a party hereby represents and warrants to the other party that such individual has been duly authorized and empowered to make such execution and delivery.

[SIGNATURE PAGE FOLLOWS]

This Agreement has been executed by OPM and Owner as of the Effective Date but on the dates set forth below.

OPM:

CONSTRUCTION SOLUTIONS GROUP, LLC

By: 

Name: James P. Giuliano

Its: Manager

Duly Authorized

Date: 1/19/21

OWNER:

TOWN OF COLCHESTER

By: 

Name: Mary Bylone

Its: First Selectman

Duly Authorized

Date: 1/19/2021

Exhibit A Project Management/Owner's Project Representative Services
Exhibit B Hourly Rates
Exhibit C OPM Insurance Requirements

Exhibit A

PROJECT MANAGEMENT/OWNER'S PROJECT REPRESENTATIVE SERVICES

Subject to the prior authorization to proceed with services in regard to each phase identified below, the OPM will assist the Owner during the design, referendum, bid, construction and close-out phases of the Project. The OPM will also assist the Owner in analyzing alternatives and in seeking the best-value option so the Owner's Building Committee for the Project (the "Building Committee") can make an informed decision before proceeding to referendum for the Project.

Phase One – Conceptual and Schematic Design:

1. Conceptual Design
 - a. Contract for and assist with an independent third party estimate of the Architect's Conceptual Design to help formulate a budget amount to forward to the Owner for referendum approval.
2. Schematic Design
 - a. Review documents and models prepared by the Architect to describe the size and scope of the Project, including architectural, structural, mechanical and electrical systems, and security systems, and other elements as necessary to inform the community about the Project.
 - b. The OPM shall further develop the conceptual estimate with the independent third-party professional estimator and shall reconcile this estimate with the Architect's estimate in an effort to formulate a true budget amount to allow the Owner to agree to and finalize the budget then forward to the Owner for referendum approval. The budget estimate will be inclusive of all work associated with the Project including "soft" and "hard" construction costs, site development costs, bonds, insurances and contingency accounts.
 - c. Meet with Owner representatives, town residents, news and social media, governing boards and commissions, and others as necessary to obtain funding approval and update citizens on Project progress. This shall include public information materials to be distributed to all residents of Colchester.

Phase Two – Design Development to Project Completion -- To be implemented by the OPM only upon (i) referendum and funding approval for the Project; (ii) recommendation from the Building Committee that Phase One services have been successfully completed in accordance with this Agreement; and (iii) execution of an amendment to this Agreement in accordance with the Town of Colchester Purchasing Policy evidencing the Owner's authorization to the OPM to proceed with Phase Two services and to memorialize any additional terms and conditions applicable to Phase Two services. Unless otherwise set forth in such amendment to this Agreement, Phase Two services shall include the following:

1. Design Development
 - a. Attend bi-weekly and special meetings between Building Committee and the Architect to assist in development of the design for the Project. Attend all pre-construction meetings.
 - b. Further develop Owner's contingencies for inclusion in Project detailed estimate.
 - c. Aid the Owner in solicitation, interview and selection of the Construction Manager at Risk (CM) for the Project.
2. Bidding Phase
 - a. Attend pre-bid meetings to represent the Owner.
 - b. Review Bidding format, procedures and criteria proposed by the CM to be utilized in the bid process.

3. Pre-construction Phase

- a. Assist Building Committee/Town Officials in negotiating Guaranteed Maximum Price with CM.
- b. Review detailed Guaranteed Maximum Price proposal prepared by CM inclusive of all costs associated with the construction of the Project and contingencies.
- c. OPM's representative to attend all Pre-construction meetings.
- d. Coordinate all required Environmental and Hazardous Materials studies and testing. Consultant to be selected by Owner.
- e. With the Architect, attend and represent the Owner in front of all required regulatory permitting agencies and meetings on the Project. Coordinate Local Agency approval process (Planning & Zoning and Conservation Commission).
- f. Review the CM/Architect detailed project phasing, construction scheduling and construction requirements.
- g. Review CM Quality Control and Safety Programs.
- h. Review bonding format, procedures and criteria with CM.
- i. Review Insurance Certificates.
- j. Review Project Master Schedule with Architect and CM
- k. Bid FF&E and Technology packages prepared by Architect and Owner respectively. Coordinate delivery, inspection and quality control, and installation of the FF&E and Technology.

4. Construction Phase

- a. Provide administration of the construction of the Project. Serve as the advisor to the Owner during this phase. OPM's designated representative shall attend all Building Committee regularly scheduled meetings as required.
- b. Provide on-site full time Owner's Representation for the Project whenever construction activity is on-going in accordance with the Project schedule including second shifts and weekends. Duties of OPM will include, but not limited to, the following:
 - i. Attend all on-site meetings throughout the Project. Attend special job meetings as required. These may be scheduled in conjunction with regular job site meetings. The CM shall run the job meeting and have the minutes prepared and distributed. Review job meeting minutes as prepared by the CM for accuracy.
 - ii. Keep records on the Project to include daily reports tracking contractor and sub-contractor on-site work crews including number of workers and hours worked, work completed that day, correspondence, reports of the job meetings, shop drawings, sample submissions, change orders, additional drawing clarifications, interpretations of the contract documents, progress reports and other project related documents and other pertinent information.
 - iii. Throughout construction, verify work in progress and work not commenced.
 - iv. Coordinate with the CM in the administration of the inspection and testing of materials as tested on the job site. Witness on-site third party tests and record in testing log.
 - v. Ensure materials delivered to site are in compliance with approved submittals and no substitutions have been made without written approval by the A/E.
 - vi. Keep a log of construction deficiencies. Log to include type of deficiency, date deficiency was discovered and contractor notified contractor plan of action to correct deficiency, date of planned correction, and date of actual completion of work to correct deficiency.
 - vii. Make final reviews and reports on the acceptability of the completed work.

- viii. Be present at all inspections by local and state Building Officials and Fire Marshal inspections. Note inspections and results of inspections in separate log.
- c. Participate in remediation of conflict resolution should conflict arise between A/E and CM, A/E and Building Committee, and/or CM and Building Committee.
- d. For the testing of materials inspection services relating to independent inspection and testing agencies administrated by the CM, the OPM shall;
 - i. Evaluate compliance by testing and inspection agencies with the required scope, standards, procedures and frequency
 - ii. Review inspection and test reports and notify Owner and Contractor(s) of observed deficiencies in the Work.
- e. Review all Change Order requests for necessity, accuracy and cost. Provide remedies for errors and omissions.
- f. Conduct inspections as necessary to determine progress and completion of work, and prepare a punch list of incomplete/unsatisfactory items and schedule their completion.
- g. Coordinate with the CM in maintaining an updated list of all contractors, subcontractors and major suppliers of materials and equipment. The list shall include the company name, address, telephone number, FAX number, email address and a contact person's name and address.
- h. Advise the Building Committee upon any special construction problems that may arise in carrying out the construction work.
 - i. Advise and update Colchester CFO regarding cash flow forecasts.
 - j. Throughout construction verify work in progress and work not commenced.
 - k. Make final reviews and reports on the acceptability of the completed work.
 - l. Oversee Commissioning Agent services. Commissioning Agent to be selected by the Owner. Coordinate with CM and A/E to resolve identified deficiencies.
 - m. Advise the Owner in determining the final acceptance and completion of the work, and confirm that all documents, warranties, manuals, bonds, as-built drawings, etc. have been turned over to the Owner (at Owner's option).
 - n. Coordinate with the A/E and CM in preparing a punch list prior to project "substantial completion" and follow up with the CM on completion of same.
 - o. Inspection(s) upon notice by the CM that the Work is ready for final inspection and acceptance.

5. Post Construction Phase

- a. Prepare specifications for Moving Services, bid, and recommend award.
- b. Coordinate moving services logistics with Senior Center administration, moving contractor and CM for phasing move requirements and final occupancy.
- c. Final Inspection with the A/E, CM, and Owner's Representative to verify final completion of the Work.
- d. Assisting the CM in the receipt and transmittal of warranties, affidavits, receipts, releases and waivers of lien or bonds indemnifying the Owner against liens.
- e. Coordinate with the CM in assembling instructions, guarantees, certificates, parts lists and attic stock submitted by the contractors for compliance to the Contract Documents.
- f. Coordinate with the A/E and CM to ensure mechanical system and building system suppliers provide operating and maintenance training videos for the end users.
- g. Monitor status of retainage and recommend to the Building Committee the release thereof when applicable.
- h. Review final project accounting.
- i. Coordinate with the A/E and CM the Colchester Building Official and Fire Marshal for Temporary and Final Certificates of Occupancy.

- j. Assist A/E in a ten (10) month re-inspection after project substantial completion to identify any open warranty issues. Assist the Owner in resolution of warranty issues.
- k. Review Bonding Agreements and tender recommendations regarding Bond releases.
- l. Any and all other services not specifically delineated above that would be considered normal and reasonable services to be provided to a client by a Project Manager for the final design, bidding and construction of a construction project of the scope and magnitude of the Project.

Exhibit B

HOURLY RATES

Project Executive:	\$185.00 per hour
Project Manager:	\$135.00 per hour
On-Site Construction Representative:	\$100.00 per hour

Exhibit C

OPM'S INSURANCE REQUIREMENTS

The OPM shall maintain, for so long as this Agreement is in effect, the insurance described below. Such insurance shall be provided by insurance companies authorized to do business in the State or Connecticut with a rating by AM Best of "A" or better.

1. Commercial General Liability insurance on an "occurrence" basis for bodily injury and property damage that may arise out of or result from the OPM's operations under the Agreement, whether such operations be by the OPM, or by its subcontractors, consultants or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include each of the following:

(a) At a minimum, the following limits and coverages:

- (i) \$1,000,000 each occurrence;
- (ii) \$1,000,000 personal and advertising injury;
- (iii) \$2,000,000 general aggregate; and
- (iv) \$2,000,000 products-completed operations aggregate.

(b) Coverage for ongoing operations, premises, independent contractors, and any persons or entities performing work on behalf of the OPM;

(c) Products and completed operations coverage, which coverage shall be maintained in effect for a period equal to the greater of (i) the statute of repose for the State of Connecticut; and (ii) six (6) years after final completion of the Project;

(d) A form CG 25 03 endorsement (or equivalent endorsement acceptable to Owner, in its sole and absolute discretion) stating that "limits apply per project";

(e) Contractual liability coverage to the same or greater extent as covered under ISO commercial general liability coverage form CG 00 01 10 04;

(f) A severability or separation of insureds clause; and

(g) Waiver of Subrogation endorsement in favor of Owner.

The insurance maintained by the OPM shall be primary with respect to the interest of Owner, and any other insurance or self-insurance maintained by Owner or any additional insureds is in excess and shall not contribute to the OPM's insurance in all instances regardless of any like insurance that Owner or such additional insureds may have.

2. Commercial Automobile Liability insurance to include owned, hired and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor

vehicles utilized by the OPM or its subcontractors or consultants, including each of the following:

- (a) A combined single limit for bodily injury and property damage of \$1,000,000 per accident;
- (b) Coverage for upset, overturn and collision coverage related to pollution events (applying to the vehicle, trailer or other attachments to vehicle and extend to cargo/waste carried and to subcontractors, consultants, or others providing services to the OPM); and
- (c) Waiver of Subrogation endorsement in favor of Owner.

3. Umbrella (Excess) Liability insurance with a limit of \$5,000,000 each occurrence in excess of the general liability, employer's liability and business automobile liability coverages required of the OPM under this Agreement with such insurance containing a provision that it will not be more restrictive than the primary insurance and with aggregate limits of liability applying separately with respect to the Project.

4. Workers' Compensation insurance, including employer's liability, for all persons whom the OPM employs (or uses as subcontract labor if the subcontractor is uninsured) in carrying out any work on the Project with such insurance shall be in strict compliance with the requirements of the most current and applicable workers' compensation insurance laws in effect from time to time in the State of Connecticut, and shall include the following:

- (a) Coverage A (Workers' Compensation) -- Statutory
- (b) Coverage B (Employer's Liability)
- (c) At a minimum, the following limits and coverages:
 - (i) \$500,000 for each accident, for bodily injury by accident;
 - (ii) \$500,000 for each employee, for bodily injury by disease;
 - (iii) \$500,000 for each disease policy limit;
- (d) Waiver of Subrogation endorsement in favor of Owner; and
- (e) Contain endorsements that provide for Voluntary Compensation.

5. Professional Liability Insurance – One Million Dollars (\$1,000,000) per occurrence with a maximum deductible of Ten Thousand Dollars (\$10,000).

6. Additional Insured endorsements by way of form CG 20 10 10 01 and form CG 20 37 10 01, or equivalent endorsements acceptable to Owner, in its sole and absolute discretion, naming the Owner as additional insureds with respect to the Commercial General Liability, Commercial Automobile Liability and Umbrella (Excess) Liability insurance policies set forth herein.

7. The foregoing insurance policies shall provide for thirty (30) days' notice to the Owner prior to any modification or cancellation thereof.

First Selectman

From: Valerie Geato
Sent: Tuesday, November 23, 2021 4:18 PM
To: First Selectman
Subject: Low Income Household Water Assistance Program (LIHWAP)
Attachments: LIHWAP.pdf

The state has issued an application for CT Low Income Household Water Assistance Program to entities who provide public water and sewer. In speaking with the staff in Public Works, they thought that Jim was handling it. Jim is no longer here so I'm asking that the Board of Selectman review and approve the vendor participation form so that our low income residents living in the water district can benefit from this program. The payments are made directly to the Water Department. Our residents who reside in "The Birds" (Westchester Village?) are already benefiting from this program because they are served by Connecticut Water who is participating in LIHWAP.

The process is essentially the same as the CEAP (energy assistance). Our department serves as an intake site for TVCCA for that CEAP so can either help people apply for LIHWAP on-line or ask TVCCA to allow us to become an intake site for LIHWAP as well.

The information and participation form are attached. Can you put this on the agenda for the next BOS Meeting?

Valerie Geato

Director

Colchester Youth & Social Services

127 Norwich Ave. Suite 205

Colchester, CT 06415

ph 860.537-7255

fax 860.537.1731

www.colchesterct.gov



Want to get updates on all of our events and activities? Join our email list at <http://www.colchesterct.gov/subscriber>

Public Drinking Water or Wastewater Provider Summary Connecticut Low Income Household Water Assistance Program (LIHWAP)

Overview:

- CT DSS awarded one-time federal grant to administer first State water assistance program. Grant awarded by federal Department of Health & Human Services. Funding sources and amounts:
 - Consolidated Appropriations Act of 2021 \$ 5,469,833
 - American Rescue Plan Act of 2021 \$ 4,286,703
 - Connecticut Total Funds \$ 9,756,536
- **Goal:** To assist households with the lowest incomes *or* that pay a high proportion of household income for drinking water or wastewater services.

Federal Requirements:

- **Priority of distribution:**
 - (1) restore water services to disconnected households,
 - (2) prevent service disconnection/reduce arrearages,
 - (3) reduce costs to low-income households.
- **Program payments issued to public water providers.**
- **Designed to align with LIHEAP processes, procedures, policies, and systems.**

Eligibility

- **Income eligibility aligned to LIHEAP – up to 60% State Median Income (SMI):**
 - Categorically eligible if receive LIHEAP, SNAP, TFA, SSI, State Supp, Refugee Cash.
 - Residential household must have water bill in their name from public drinking water or wastewater provider.

Benefits:

- **Up to \$1,000 Crisis Assistance Benefit** for households with disconnected services/pending disconnect/arrearages:
 - Payment includes all fees and charges if at imminent risk of drinking or wastewater service disconnect.
- **If funding remains, Basic Benefit awards** follow LIHEAP levels based on income, household size and vulnerability:

Level	Federal Poverty Guidelines	Vulnerable*	Non-Vulnerable
1	Up to 100%	\$300	\$150
2	101% – 125%	\$250	\$125
3	126% – 150%	\$200	\$100
4	151% – 200%	\$150	\$75
5	201% FPG – 60% SMI	\$100	\$50

*Vulnerable = 1 or more household members is: 60 or older, 5 or younger, or disabled

Participation

- The public drinking water or wastewater provider must enter into a Vendor Agreement with the Dept of Social Services (DSS) to participate.
- Residential household must apply for benefits and submit a water bill in their name from the public drinking water or wastewater provider to their local Community Action Agency (CAA) for processing.
- Program payments will be issued directly from the CAA to the provider on behalf of the eligible household.
- A LIHWAP flyer is attached and available for download at www.ct.gov/dss/WaterAssistance.
- DSS will distribute informational flyers through the CAAs and DSS Field Offices.

Important Dates

- 11/1/2021 - Target 1st day for application.
- 5/31/2022 - Last day that a household can apply to establish its eligibility for benefits.
- 6/15/2022 - Last day to submit water utility bills.

RESIDENTIAL WATER/WASTEWATER VENDOR CONDITIONS OF PARTICIPATION FORM 2021/2022 CONNECTICUT LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

The purpose of this Residential Drinking Water/Wastewater Vendor Conditions of Participation Form (hereinafter referred to as the “Document”) is to set forth the standards under which all drinking water/wastewater providers hereinafter referred to as “vendor” or “organization” will comply in order to receive payments from the 2021/2022 Low Income Household Water Assistance Program (LIHWAP) administered by the State of Connecticut Department of Social Services (hereinafter referred to as “DSS”). The conditions referenced in this Document apply to payments made to your organization on behalf of households eligible for LIHWAP. **Please read the conditions carefully.**

If your organization wishes to participate, please complete this form, sign where indicated, and email the form with your organization’s name in the subject line to WaterVendors.DSS@ct.gov.

PART I – DOCUMENT TERM AND IMPORTANT DATES

This Document shall be in effect from October 1, 2021 through September 30, 2022. Important dates:

- Nov 1, 2021 First day for acceptance of drinking water/wastewater bills that can be paid by the program
- May 31, 2022 The last day that a household can apply to establish its eligibility for benefits.
- June 15, 2022 Last day to submit drinking water/wastewater bills

Primarily-Used Business Name:		
Legal Business Name		
Business Mailing Address		
Contact Person	FEIN or Social Security #	
Phone #	Fax #	
Email Address		

If your organization does business sharing different names but with the same federal identification or social security #, list all other names that your organization uses, including address and contact information. Please add additional pages if needed.

Business Name		
Business Mailing Address		
Contact Person	FEIN or Social Security #	
Phone #	Fax #	
Email Address		

Additional Information

1. Indicate which Community Action Agency(s) your organization will do business with.

Check all that apply

- | | |
|---|--|
| <input type="radio"/> ACCESS (Greater Willimantic/Danielson area) | <input type="radio"/> ALLIANCE (Bridgeport/Norwalk area) |
| <input type="radio"/> CAANH (New Haven area) | <input type="radio"/> CAAWC (Danbury/Stamford area) |
| <input type="radio"/> CRT (Hartford/Middletown area) | <input type="radio"/> HRA (New Britain/Bristol area) |
| <input type="radio"/> New Opportunities (Waterbury/Meriden area) | <input type="radio"/> TEAM (Derby/Ansonia area) |
| <input type="radio"/> TVCCA (Norwich/ New London area) | |

2. Indicate the type(s) of service that you will provide pursuant to this Document and for which the resident is charged.

- Drinking water
 Wastewater

3. Does your organization offer other services to assist customers?

- Yes
 No

4. Indicate the type(s) of other assistance services your organization provides.

- | | |
|---------------------------------------|---|
| <input type="radio"/> Rebate programs | <input type="radio"/> Free equipment (water heater, water pumps, water filters) |
| <input type="radio"/> Repairs | <input type="radio"/> Bill payment assistance |

5. Indicate emergency/special fees charged to your regular customers, if any, for the following:

*Restore Service:	\$
*Disconnect Fee:	\$
*Wastewater Fee (fixed & availability):	\$
*Drinking Water Fees (fixed & availability):	\$
*Usage fees:	\$
Residential Rate:	\$
Storm water fee:	\$
Meter Reading Fee:	\$
Administrative Fee:	\$
Other (i.e., late fees, CWP charge):	\$

PART II – TERMS AND CONDITIONS	
Name of Authorized Agent	

Please type or print

as a duly authorized agent of the above referenced vendor, empowered to sign legal documents, do hereby attest under the penalties for false statement, that the vendor which I represent agrees:

- A. To not bill a LIHWAP customer more for services or water used for their dwelling unit than billed to any other customer who receives the same services or quantities of water;
- B. To legibly post on all invoices the client’s name, service address, client account number, usage dates, usage amounts, previous meter reading amount and the current meter reading amount;
- C. To extend to LIHWAP customers any prompt payment discounts afforded other customers;
- D. That LIHWAP may cover the cost of fees identified in this document for a LIHWAP customer, provided that sufficient funds remain available and do not exceed the customer’s approved benefit;
- E. That LIHWAP may pay up to one (1) service restoration per household during the program year. Restoration payment will be made including past arrearages up to a maximum of \$1,000. Payment for additional restorations will be the responsibility of the participating household;
- F. That payment under the LIHWAP program is guaranteed only for those applicants that are authorized by the Community Action Agency (CAA). In order to guarantee program payment for customers the vendor must have received notification from the CAA;
- G. To provide to DSS, upon written request, the account history for LIHWAP recipient households serviced by the vendor for the previous twelve (12) months, or the available account history plus estimates if less than 12 months of billing history is available. This information shall be provided to DSS at no cost to DSS and shall be provided as an electronic record in either Microsoft Excel format or a text file in comma separated values (CSV) format that includes client level data based on a template that DSS will provide;
- H. To allow inspection by the state or an agent of the state of any vendor records deemed necessary by the state or said agent for verification of the accuracy of invoices, and shall retain all records related to participation in the program for a period of three years from the close of the program;
- I. That in the case of a disputable invoice, the state reserves the right to withhold payment until resolution of the matter;
- J. That in order to receive payment, the LIHWAP customer or the vendor must submit invoices to the Community Action Agency by June 15, 2022;
- K. To submit this properly executed Document in order to be included on the Approved Supplier Vendor List;
- L. That, based on the availability of funds, payments will be issued within thirty business days of the Community Action Agency’s receipt and approval of application/invoices;

- M. That completion of this Document obligates the vendor to all terms and conditions, as detailed herein, for the 2021/2022 LIHWAP program year and that failure to comply with these terms and conditions may result in the vendor's suspension from the program for the remainder of the 2021/2022 program year;
- N. To safeguard the use, publication, and disclosure of information on all clients who receive services under this program in accordance with all applicable federal and state laws concerning confidentiality, including but not limited to, section 17b-90 of the Connecticut General Statutes;
- O. That if a household moves and cannot be located, and a credit balance resulting from a LIHWAP payment(s) exists in the household's drinking water or wastewater services account, the vendor shall return the balance directly to DSS within sixty (60) days of the close of the drinking water or wastewater services account;
- P. That vendors who accept LIHWAP payments to restore or prevent disconnection, or reduce arrearages, shall ensure that the household's water service is maintained for a minimum of 90 days from the date of payment and shall work with clients on a payment arrangement plan for ongoing service.

In addition, the vendor agrees that if the State of Connecticut has reason to believe that the vendor may have misrepresented, violated, or attempted to violate any part of this Document, they are subject to having their participation in the water assistance program immediately suspended. Suspected violations of Connecticut law shall be investigated, and if appropriate, prosecuted. If found to be in violation, the vendor may be barred from participation in the water assistance program for five years.

This Document is subject to Section 53a-157b of the Connecticut General Statutes, which provides as follows: "A person is guilty of false statement in the second degree when he intentionally makes a false written statement under oath or pursuant to a form bearing notice, authorized by law, to the effect that false statements made therein are punishable, which he does not believe to be true, and which statement is intended to mislead a public servant in the performance of his official function."

Should at any time any provision of this Document be found by the State to be legally unenforceable, that provision will automatically be considered void, but all other provisions of this Document will remain in effect. This Document is subject to the provisions in Executive Order No. 3 and 17, as they relate to non-discrimination.

This contract is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 3, or any state or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as a part of the consideration hereof, agree that said Executive Order No. 3 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. 3, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner.

This contract is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. 17, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. 17 is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdictions in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

PART III – ACCEPTANCE

IN ORDER FOR THIS DOCUMENT TO BE COMPLETE, YOU MUST SIGN BELOW. YOUR SIGNATURE ON THIS PAGE SIGNIFIES AGREEMENT TO THE TERMS AND CONDITIONS SPECIFIED IN THIS DOCUMENT.

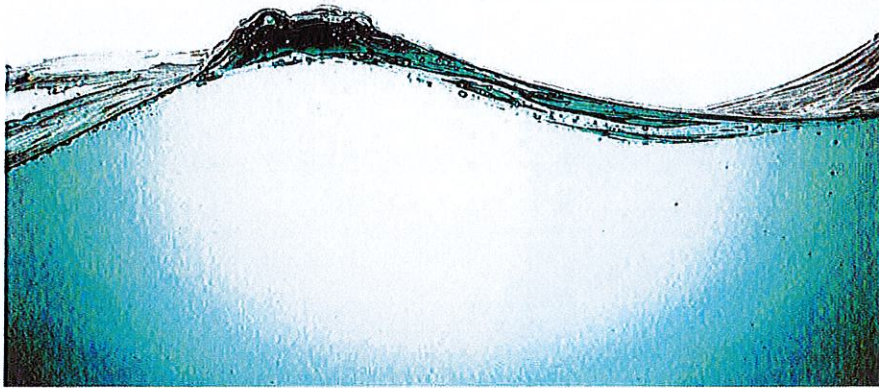
Signed _____ Date _____
Authorized Agent of Vendor

Print _____
Authorized Agent of Vendor

Once completed, the preferred method for submitting the document is to email it to WaterVendors.dss@ct.gov. Please enter your business name on the email subject line.

As an alternative, you can fax a copy to LIHWAP Services at (860) 424-4952 or you can mail the document to:

LIHWAP Services
Connecticut Department of Social Services
Office of Community Services
55 Farmington Avenue, 10th floor
Hartford, CT 06105



CONNECTICUT WATER ASSISTANCE

The Connecticut Low Income Water Assistance Program is open. Get help paying your water bills.

Households with annual income at or below 60 percent of the state median income can qualify for this one-time water assistance benefit. There is no asset limit. Help is available for both drinking water and wastewater bills.

If you get benefits from the Connecticut Energy Assistance Program, SNAP, TFA, SSI, State Supplement, or Refugee Cash, then you likely meet income requirements. Eligible households can begin submitting applications in Fall of 2021.

To Apply: Online at www.ct.gov/dss/WaterAssistance or contact your local Community Action Agency (see list on back). Show a copy of your current water/wastewater bill. The bill must be in the name of a household adult or emancipated minor.

Maximum Income for Program Eligibility

Household Size	1	2	3	4	5
Annual Income	\$39,027	\$51,035	\$63,044	\$75,052	\$87,060

Get help paying your water bills

Must meet program income requirements

The water services bill must be in your name

You can get up to \$1,000 if you have disconnected service or are behind on bills

Apply at your local Community Action Agency or online at ct.gov/dss/waterassistance

www.ct.gov/dss/WaterAssistance

First Day to Apply
November 1, 2021

Last Day to Apply
May 31, 2022

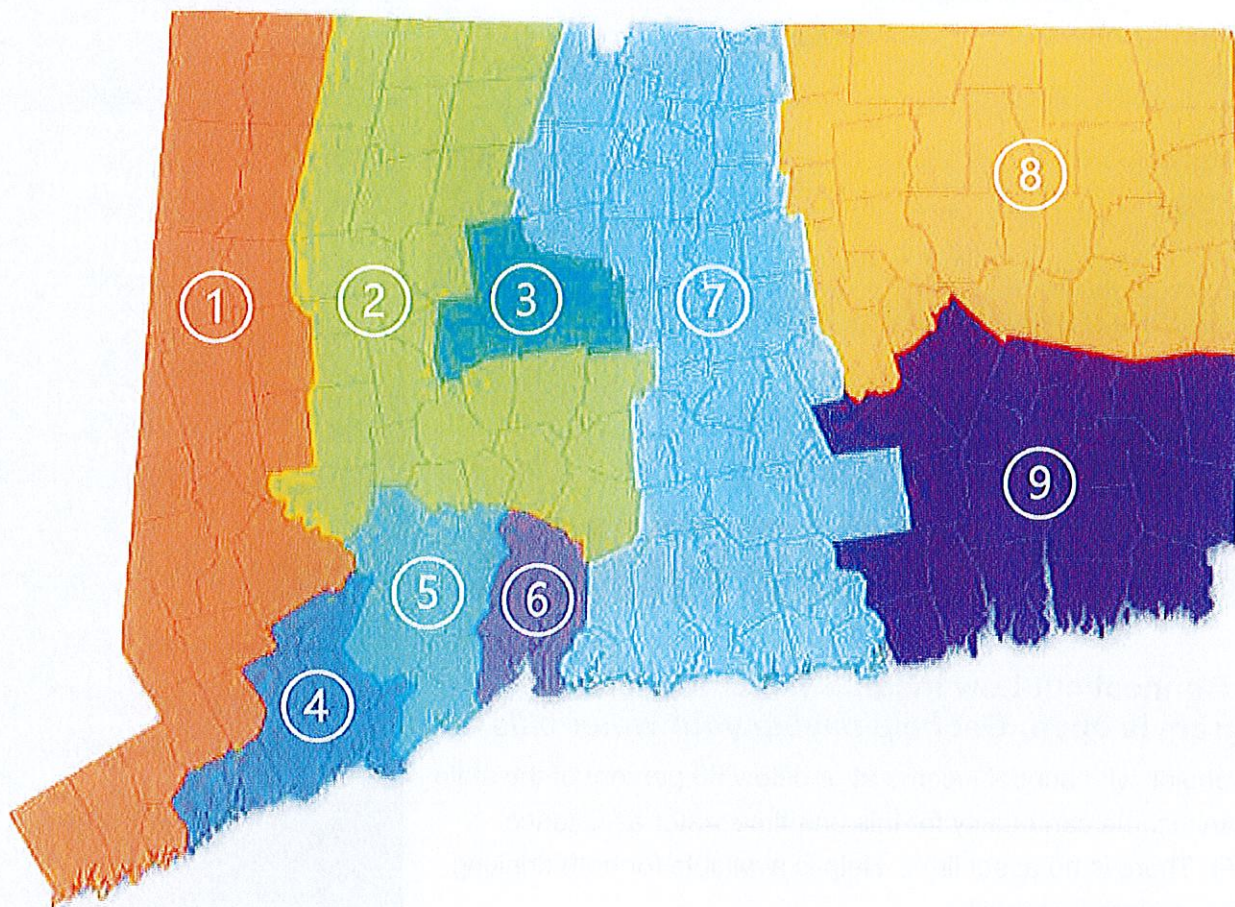
Last Day to Submit Bills
June 15, 2022



Connecticut Department of Social Services

Making a Difference

Connecticut Community Action Agency Map



1. The Community Action Agency of Western Connecticut, Inc. (CAAWC)

Danbury Area (203) 748-5422
 Stamford Area (203) 357-0720
www.caawc.org

2. New Opportunities, Inc. (NOI)

Waterbury Area (203) 756-8151
 Meriden Area (203) 235-0278
 Torrington Area (860)-496-0622
www.newoppinc.org

3. Human Resources Agency of New Britain, Inc. (HRA)

New Britain Area (860) 356-2000
 Bristol Area (860) 356-2000
www.hranbct.org

4. Alliance for Community Empowerment, Inc.

Bridgeport Area (203) 324-6904
 Norwalk Area (203) 384-6904
www.alliancect.org

5. TEAM, Inc.

Derby-Ansonia Area (203) 736-5420
www.teaminc.org

6. Community Action Agency of New Haven, Inc. (CAANH)

New Haven Area (203) 387-7700
www.caanh.net

7. Community Renewal Team, Inc. (CRT)

Hartford Area (860) 560-5800
 Middletown Area (860) 347-4465
www.crtct.org

8. The Access Community Action Agency (Access)

Willimantic Area (860) 450-7400
 Danielson Area (860) 412-1600
www.accessagency.org

9. Thames Valley Council for Community Action, Inc. (TVCCA)

Norwich-New London Area (860) 425-6681
www.tvcca.org

Grant Application Approval

Please attach a copy of the Grant Application to this form

Grant Title: CT Foods for CT Children

Name of Applicant: Colchester Ag Commission School CES

Funding Source American Rescue Plan Act (ARPA)

Grant Value: \$ **10000**

Grant Purpose (goals):

The CTG4CTK Grant shall, "assist schools, school districts, childcare centers & homes, and organizations to develop farm-to-school programs that will increase the availability of local foods in child nutrition programs, allow educators to use hands-on educational techniques to teach students about nutrition and farm-to-school

Requirements of Grant (reports, surveys, expectations):

Students gain access to healthy, local foods as well as education opportunities such as school gardens, cooking lessons, and farm field trips. Farm to school empowers children and their families to make informed food choices

What other Departments may be impacted by grant funding? (i.e: IT Department, Teaching & Learning, etc):

IT Dept for audio visual assistance; 2nd grade teachers

Submission Deadline: 12/20/2021 4pm
(date and time)

Grant Reporting Deadline: 30 days past completion

Link to Grant Request for Proposal (RFP):

<https://portal.ct.gov/-/media/DOAG/ADaRC/CT-Grown-for-CT-Kids/CTG4CTKgrant-guidanceFINAL.pdf>

Grant Award Period Start: April 2022 End: + 18 months

Approvers

Principal _____ Director of Teaching and Learning _____

CFO _____ Superintendent _____

Grant Manager: _____

BOE Meeting Date: _____

Rev 9/20



Applications are now being accepted for the newly launched Connecticut Grown for Connecticut Kids Grant Program administered by Connecticut Department of Agriculture (DoAg) in collaboration with the Connecticut State Department of Education (CSDE) and the Connecticut Farm to School Collaborative (FTSC). The pilot program will be funded for two years with a total of \$500,000 through American Rescue Plan Act (ARPA).

Established under P.A. 21-0002, S. 364, Connecticut Grown for Connecticut Kids Grant (CTG4CTK Grant) will be administered by Department of Agriculture through a combination of financial and technical assistance to help develop farm-to-school programs that will:

1. increase the availability of local foods in child nutrition programs,
2. **allow educators to use hands-on educational techniques to teach students about nutrition and farm-to-school connections,**
3. sustain relationships with local farmers and producers,
4. **enrich the educational experience of students,**
5. improve the health of children in the state and
6. enhance the state's economy.

Eligible entities will be able to apply for up to \$24,999 in funding with **no match required** for projects that fit within the four priority categories: Infrastructure, **Experiential Learning Opportunities**, Farm to School Planning and Pilot CT Grown Purchasing Programs.

TOWN
OF
COLCHESTER

BOARD OF SELECTMEN

BYLAWS

Approved: Board of Selectmen, March 16, 2006
Updated: Board of Selectmen, October 20, 2011
Updated: Board of Selectmen, September 1, 2016

TOWN OF COLCHESTER
BOARD OF SELECTMEN – BYLAWS

SECTION 1. PURPOSE AND AUTHORIZATION

The name of the board shall be the 'Board of Selectmen of the Town of Colchester' (the Board). The purpose of the Board is to manage and oversee the internal operations of the Town. The Board of Selectmen oversees all Town Departments, Boards and Commissions and any office the Board fills by appointment.

The Board shall have all of the rights, powers and duties respectively conferred upon Board of Selectmen pursuant to the Connecticut General Statutes, as amended, and Town of Colchester Charter, Section #401, #402, #403, #404 and #405.

SECTION 2. OFFICE OF THE BOARD

The office of the Board shall be the Colchester Town Hall where the Board records will be maintained. All correspondence shall be addressed to the Board c/o the Office of the First Selectman, 127 Norwich Avenue, Colchester, CT 06415. Copies of all agendas, minutes and resolutions of the Board shall be filed or recorded with the Office of the Town Clerk.

SECTION 3. MEMBERSHIP

- A. The Board shall consist of five (5) members elected in accordance with the provisions of the town Charter.
- B. All members of the Board shall participate fully in Board meetings and activities and shall have such duties as may from time to time be assigned by the Board.
- C. Resignation from the Board shall be in written form and transmitted to the Town Clerk who shall promptly forward same to the Board of Selectmen.

SECTION 4. BOARD MEETINGS

- A. The Board shall hold regular meetings at 7:00 p.m. on the first and third Thursday of every month, except when the Town Hall is closed due to public holiday or some other reason. In the event of such a scheduling conflict, an alternative meeting date may be scheduled by the Board. All meetings of the Board are open to the public, as required by the Connecticut General Statutes, unless otherwise specified.

- B. A quorum shall consist of three members.
- C. Minutes of the Board's meetings and hearings shall be kept and published in accordance with the Connecticut General Statutes.
- D. All mail addressed to the Board shall be presented by the First Selectman to the Board at its first meeting held after such mail has been delivered to the Board c/o The Office of the First Selectman. All mail shall be deemed 'received' when so presented.
- E. All regular and special meetings of the Board of Selectmen shall be audio recorded. Emergency meetings shall be audio recorded if possible. All recordings shall be made available to the public. The provisions of this section shall not apply to executive sessions.
- F. Citizens' Comments: The Board may permit any individual or group to address the Board concerning any subject that lies within its jurisdiction during the portion of any Board meetings so designated for such purpose. Citizens' Comments shall be subject to the following guidelines:
 - (1) If deemed necessary, in order to provide time for maximum citizen participation, the Board of Selectmen may establish a provision at a meeting to limit comments. In such a case, three (3) minutes will be allotted to each speaker at each warned citizen's comments. The Board may decide by a majority vote to extend the 3 minutes of time allotted.
 - (2) Speakers may provide written testimony or handouts to the Board, which will become part of the public meeting record.
 - (3) Speakers are only permitted to make presentations to the Board using PowerPoint, overhead projectors, or other electronic/digital programs with the prior approval of the First Selectman.
 - (4) All speakers must identify themselves by name and town of residence.
 - (5) The Board will not respond to comments made during Citizens' Comments, with the exception that the Chairperson only may respond if, in the discretion of the Chairperson, such comments require an immediate response.

SECTION 5. COMMITTEES AND COMMITTEE CHAIRMEN

- A. From time to time, the Board of Selectmen may appoint such committees as may be deemed necessary or desirable. Any committee so appointed shall have the duties or responsibilities assigned to it at the time of appointment. The meetings of any committee so appointed are open to the public as required by the Connecticut General Statutes.
- B. At the time of appointment, the members of any committee appointed pursuant to this section shall elect one (1) of their members to serve as

Committee Chairman.

- C. The First Selectman and/or member of the Board of Selectmen may serve as an ex-officio member of any committee appointed in accordance with the section.
- D. For purposes of determining whether a committee may conduct business, a majority of committee members shall constitute a quorum.
- E. Minutes of all committee meetings and hearings shall be kept and published in accordance with the Connecticut General Statutes.
- F. All mail addressed to any committee shall be deemed addressed to the full Board and shall be treated in the same manner as set forth in Section 4, paragraph D.

SECTION 6. AMENDMENTS

These bylaws may be amended from time to time as deemed necessary or desirable by the Board.

SECTION 7. EFFECTIVE DATE

These bylaws shall take effect immediately upon adoption by the Board and all photocopies or reproductions hereof shall clearly specify the 'Effective Date' on the cover page.

Agricultural Commission

Donna Rosenblatt	Chair	11/30/2023
Carla Rosseli	Vice Chair	11/30/2024
Leslie Curtis	Member	11/30/2022
Timothy Francis	Member	11/19/2023
VACANT	Member	11/30/2023
David Wasniewski	Alternate	12/31/2022
VACANT		

BOS Liaison – Rosemary Coyle

ARPA – Ad-hoc Committee

Jack Faski
Marjorie Mlodzinski
Charles Maynard
Greg Barden
Dave Koji
Stan Soby

BOS Liaison – Andreas Bisbikos/Rosemary Coyle

Board of Assessment Appeals

Karen Godbout	Member	11/20/2023
Andrew Cournoyer	Member	11/20/2023
Robert Durnik	Member	11/20/2023

BOS – Denise Turner

Board of Education

Mary Tomasi
Jessica Morozowich
Susan Hickey
Donna Antonacci
Marguerite Gignac
Rosemary Gignac
Alexander Oliphant

BOS –

Board of Finance

<u>Andrea Migliaccio</u>	Chair	11/20/2023
<u>John Thomas</u>	Vice Chair	11/15/2027
<u>Art Shilosky</u>	Member	11/15/2023
<u>Michael Hayes</u>	Member	11/17/2025
<u>Timothy Vaillancourt</u>	Member	11/25/2027
<u>Michael Egan</u>	Member	11/27/2025

BOS – Andreas Bisbikos

Commission on Aging

Marjorie Mlodzinski	Chair	12/01/2024
Nan Wasniewski	Vice Chair	12/31/2021
Roberta Avery	Member	12/01/2024
Geraldine Transue	Corresponding Secretary	12/01/2023
Linda Pasternak	Treasurer	12/31/2022
Sandra Gaetano	Member	12/1/2023
Roseanne Tousignant	Member	12/01/2024
Nola Weston	Alternate	12/31/2022
Quinn Kozak	Alternate	12/31/2022

BOS –**Conservation Committee**

Falk Von Plachecki	Chair	10/31/2022
VACANT	Vice Chair	10/1/2021
Susan Bruening	Member	10/31/2023
Rebecca Meyer	Member	10/01/2021
Michael Rogers	Member	10/01/2024
Michelle Kosmo	Alternate	10/01/2024
VACANT	Alternate	10/1/2021
VACANT	Alternate	10/1/2021

BOS –

CORE Commission –

7 Member Vacancies

2 Alternate Vacancies

BOS –

Economic Development Commission

Bruce Goldstein	Chair	10/1/2024
Jack Faski	Vice Chair	10/31/2024
Sean Nadeau	Member	10/31/2024
Vacancy	Member	12/15/2022
Michael Hinchliffe	Member	10/31/2023
Heide Perham	Member	10/31/2026
Lisandro Suarez	Member	10/01/2023
Vacant	Alternate	
Vacant	Alternate	

BOS –

Ethics Commission

Ursula Tschinkel	Chair	11/01/2023
Dean Dest	Vice Chair	05/30/2023
Betty Wagner	Secretary	10/13/2022
John Malsbenden	Member	11/01/2024
Teresa Pineau	Member	11/01/2021

BOS –

Fair Rent Commission

7 Member Vacancies

BOS –

Historic District Commission

Ellen Sharon	Chairman	11/01/2024
Linda Akerman	Vice-Chairman	11/30/2023
Theresa Congdon	Member	11/30/2023
Robert Kvederas	Member	11/01/2023
Stanley Stefanowicz	Secretary	11/30/2022
Janice Adams	Alternate	11/30/2022
Lindsay Floyd	Alternate	11/30/2023
H. Jean Smith	Alternate	11/30/2023

BOS – Denise Turner

Housing Authority

Janet Labella	Chair	11/30/2024
Michael Dankiw	Member	5/01/2024
Marion Spaulding	Member	05/30/2026
Cathy Forcier	Member	05/30/2023
VACANT	Member	05/1/2024

BOS –

Memorial Day Parade Committee

Vacancies

BOS – Andreas Bisbikos

Norton Park Committee

Kevin Byrne	Member
Patrick Reading	Member
Katherine M Kosiba	Member
Robert Misbach	Chair
Nan Wasniewski	Vice-Chair
Julianna Cameron	Alternate
Linda Pasternak	Alternate

Open Space Advisory

William Hochholzer	Chairman	03/31/2023
Theodore Fuini	Vice-Chairman	3/31/2023
Mary Stevens	Member	10/01/2022
Kris Barnard	Member	03/31/2023
Lindsay Floyd	Member	03/5/2023
Vacant	Member	3/31/23
Vacant	Member	3/31/23

BOS – Rosemary Coyle

Park & Recreation

Kristin Moody	Chair	11/30/2022
Tracey Bruni	Vice Chair	11/01/2023
Brenda Kniska	Member	11/01/2023
Roseanne Tousignant	Member	11/01/2021
VACANT	Member	11/01/2023
Matt Pulse	Member	11/30/2023
Nola Weston	Member	11/01/2021
Dan Eveleigh	Member	11/1/2023
Anna Ackroyd	Alternate	01/01/2022
Vacant	Alternate	11/1/2021

BOS –

Planning & Zoning

Joseph Mathieu	Chairman	11/30/2022
John R. Novak	Vice-Chair	12/01/2021
Mark Noniewicz	Member	12/31/2023
Vacant	Member	12/1/2022
Bruce Hayn	Member	12/31/2022
Meaghan Kehoegreen	Member	12/1/2022
VACANT	Member	12/31/2023
Stephanie Smith	Alternate	11/5/2023
Vacant	Alternate	12/31/2023

BOS –

Police Commission***

VACANT	Member	11/15/2023
Kevin Gustin	Member	1/2/2023
Carol Vailancourt	Vice Chair	11/30/2023
	Member	11/01/2021
	Chair	11/01/2021

BOS -

*** Suspended by the previous administration/BOS

Senior Center Building Committee

Ron Silberman	Member
Anthony Tarnowski	Chair
Marjorie Mlodzinski	Member
Marilynn Turner	Vice Chair
Sean Nadeau	Member
Kevin Hastings	Member
Joseph Ruiz	Member
Madelyn Starkey	Alternate
Geraldine Transue	Alternate

BOS – Rosemary Coyle

Sewer & Water Commission

Stephen Coyle	Chair	06/01/2022
Robert Peter	Vice-Chair	10/01/2021
Ron Silberman	Member	06/30/2023
Thomas Hochdorfer	Member	06/01/2021
Gregg LePage	Member	10/01/2021
Kenneth Fagnoli	Member	06/01/2023
Ronny Segura	Member	06/30/2023

BOS –

Youth FIRST Coalition

	Chair	12/31/2022
Vacant	Member	12/01/2021
Lorraine Marvin	Vice Chair	12/01/2021
Vacant	Member	12/01/2021
Jacquelyn Rose	Member	12/01/2021
Ann Marie Maffuid	Member	11/05/2023
Samantha VanZilen	Member	12/01/2023
Carol Wikarska	Member	11/05/2023
Russell Melmed	Member	12/01/2022

BOS –

Zoning Board of Appeals

Laurie Robinson	Chairman	12/01/2022
Patrick Reading	Vice-Chairman	12/01/2023
Jason Radachy	Member	12/31/2025
Bob Setschinsky	Member	12/31/2025
Michael Solis	Member	12/1/2023
Vacant	Alternate Member	12/31/2025
Vacant	Alternate Member	12/31/2025
Quinn Kozak	Alternate Member	12/31/2023

BOS -