

# WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, June 18, 2013

Council Chambers, Wolcott Town Hall

7:30 p.m.

Page 1 of 7

## MINUTES

---

**Note:** These are summary minutes; a tape recording of this meeting is on file in Commission Secretary's Office in Wolcott Town Hall.

Chairman Valletta called the meeting to order at 7:30 p.m. with the Pledge of Allegiance, and attendance was taken.

**MEMBERS PRESENT:** Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Francis Masi, Jeffrey Slavin, Rachel Wisler, and Donald Charette Sr.

**MEMBERS ABSENT:** James Pape, Charles Marsella, and Roger Picard

**ALSO PRESENT:** Mayor Thomas G. Dunn; Linda Bruce, Municipal Finance Officer; Brian Tynan, Town Attorney; Dolores C. Slater, Town Clerk; et al.

### APPROVAL OF MINUTES:

▪ **Regular Meeting – June 4, 2013**

Upon **MOTION** by Francis Masi, seconded by Rachel Wisler, it was unanimously voted to **approve** the minutes of the Regular Meeting held on June 4, 2013.

▪ **Special Meeting – June 6, 2013**

Upon **MOTION** by Jeffrey Slavin, seconded by Francis Masi, it was unanimously voted to **approve** the minutes of the Special Meeting held on June 6, 2013.

### TAXPAYERS' TIME: (Limited to Items on the Agenda)

No taxpayers came forward.

### CORRESPONDENCE (on file):

1. **Finance Office Transfer, submitted by Linda Bruce**
2. **Proposed Resolution (#374): State of CT Department of Transportation-Master Municipal Agreement for Construction Projects (MMAC)** (letter dated June 3<sup>rd</sup> from the State of CT attached)
3. **Letter dated June 11<sup>th</sup> from Mayor Dunn recommending approval of an appropriation of up to \$250,000 from the Reserve Fund for Capital and Nonrecurring Expenditures to be Used for the Purchase of Various Capital Items** (list of capital items attached)

# **WOLCOTT TOWN COUNCIL**

Regular Meeting

Tuesday, June 18, 2013

Council Chambers, Wolcott Town Hall

7:30 p.m.

Page 2 of 7

## **MINUTES**

- 
4. **Proposed Resolution (#375) to Appropriate up to \$250,000 from the Reserve Fund for Capital and Nonrecurring Expenditures to be Used for Various Capital Items**
  5. **Proposed Resolution (#376) to Submit to a Town Meeting a \$250,000 Appropriation from the Reserve Fund**
  6. **Copy of Letter to Mayor Dunn dated May 30<sup>th</sup> from the Republican Town Committee regarding recommendations for Appointments of Alternate Members to the Planning & Zoning Commission**
  7. **Letter of Support dated June 5<sup>th</sup> to the DEEP, Public Utilities Regulatory Authority Regarding PEGEPETIA Grant**
  8. **Letter dated June 5<sup>th</sup> to Nicole Grant regarding her reappointment to the Board of Ethics**
  9. **Letter dated June 5<sup>th</sup> to Thomas Brundage regarding his appointment to the Board of Ethics**
  10. **Memo dated June 6<sup>th</sup> to various parties advising that the Mill Rate for Fiscal Year 2013-2014 has been set at 25.91 mills**
  11. **Letter dated June 13<sup>th</sup> from Mayor Dunn recommending the appointment of Angelo Mastrofrancesco as an Alternate Member of the Planning & Zoning Commission**
  12. **Letter dated June 13<sup>th</sup> from Town Attorney Brian Tynan regarding contracts for dredging, road reconstructions, and for Cott Systems with the Town Clerk**
  13. **Proposed Contract with Cott Systems for Indexing & Scanning**
  14. **Proposed Contract with Highway Rehabilitation Corp. for Hot in Place Asphalt Recycling**
  15. **Proposed Contract with All States Asphalt, Inc. for Bonded Wearing Course**
  16. **Proposed Contract with All States Asphalt, Inc. for Asphalt Rubber Surface Treatment**
  17. **Proposed Contract with Northeast Diving Systems for Lion's Pond Dredging**
  18. **Board of Education Year to Date Budget Report dated 05-31-13**
  19. **Town of Wolcott Expenditure Report, Revenue Report, & Trial Balance, for month ending 05-31-13**
  20. **Proposed Contract with Guerrera Construction Company, Inc. for Water Main Extension to Wolcott High School**
  21. **Letter dated June 17<sup>th</sup> from Linda Bruce regarding Bid Award for the Wolcott High School Waterline Project (letter to Mayor Dunn and Bid Comparison attached)**

# **WOLCOTT TOWN COUNCIL**

Regular Meeting

Tuesday, June 18, 2013

Council Chambers, Wolcott Town Hall

7:30 p.m.

Page 3 of 7

## **MINUTES**

---

### **MAYOR'S REPORT:**

Mayor Dunn came forward and reported the following:

- There will be a road closure at the bottom of Center Street for eight weeks starting on June 27<sup>th</sup>; it is a State project and they will be posting detour signs; it will be in the newspaper for the public and he will also be doing an informational broadcast on Channel 96; an email was sent to all emergency responders today and he will also be meeting with them to discuss contingency plans
- Boundline Road will also be under reconstruction for about four weeks starting at Woodtick Road

Discussion followed regarding various aspects of the road closure. An inquiry was made regarding the bad condition of Minor Road and if it is going to be resurfaced. Mayor Dunn advised that some of it will be taken care of through the waterline project. Then, they will have to see what they have left for funds, as there are still many roads that are in poor condition. Anything really bad will definitely be repaired even if the road is not resurfaced.

### **FINANCE OFFICER'S REPORT/TRANSFERS:**

Linda Bruce came forward and advised that she submitted one transfer for approval.

Upon **MOTION** by Gale Mastrofrancesco, seconded by Jeffrey Slavin, it was unanimously voted to **approve** the following transfer; General Gov't - 112; from #2600 Workers' Comp. Insurance \$1,300.00 to #2305 Defined Contribution Pension Plan \$1,300.00 (**see attached**).

### **SUB-COMMITTEE/LIAISON REPORTS:**

There were no reports.

### **UNFINISHED BUSINESS:**

There was no unfinished business.

### **NEW BUSINESS:**

1. **Resolution: State of CT Department of Transportation-Master Municipal Agreement for Construction Projects (MMAC)**

# WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, June 18, 2013

Council Chambers, Wolcott Town Hall

7:30 p.m.

Page 4 of 7

## MINUTES

---

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Rachel Wisler, to **adopt** the following resolution (#374): Resolved, that the Honorable Thomas G. Dunn, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Construction Projects" (**see attached**).

Attorney Tynan came forward and advised that this is a new plan that the State of Connecticut has in order to simplify their bidding procedures and awarding of contracts. The agreement is extremely large; he reviewed it over the weekend. Wolcott does not have any projects in place right now, however, this will be the new procedure and the resolution needs to be adopted so that the Town can go out and get financing in the future for various projects. He added that he recommends that the Town Council adopt the resolution as presented.

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

### 2. Resolution to Appropriate up to \$250,000 from the Reserve Fund for Capital and Nonrecurring Expenditures to be Used for Various Capital Items

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Jeffrey Slavin, to **adopt** the following resolution (#375): BE IT RESOLVED that the Town of Wolcott appropriate up to \$250,000 from the Reserve Fund for Capital and Nonrecurring Expenditures to be used for various capital items.

With regard to the list of items that was submitted, Mayor Dunn advised that those items may change and they won't have all of the pricing until all of the items are put out to bid (**see attached**). He advised that there will be a more specific list available at the Town Meeting. Attorney Tynan referenced Section 704(k) of the Charter and recommended that they adopt the resolution.

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

### 3. Resolution to Submit to a Town Meeting a \$250,000 Appropriation from the Reserve Fund

Upon **MOTION** by Gale Mastrofrancesco, seconded by Francis Masi, it was unanimously voted to **adopt** the following resolution (#376): RESOLUTION TO SUBMIT TO A TOWN MEETING A RESOLUTION TO APPROPRIATE UP TO \$250,000 FROM THE RESERVE FUND FOR CAPITAL AND NONRECURRING EXPENDITURES TO BE USED FOR VARIOUS CAPITAL ITEMS (**to be held in the Council Chambers on Tuesday, July 16, 2013 at 6:30 p.m.**) {see attached}.

# WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, June 18, 2013

Council Chambers, Wolcott Town Hall

7:30 p.m.

Page 5 of 7

## MINUTES

---

### 4. Discussion & Possible Action on Authorization for Mayor to Execute Contract with Cott Systems for Indexing & Scanning

A **MOTION** was offered by Donald Charette, seconded by Jeffrey Slavin, to **authorize** the Mayor to Execute Contract with Cott Systems for Indexing & Scanning (**see attached**).

Attorney Tynan referenced the letter that he submitted regarding this item as well as the next several items (**see attached**). This contract spans multiple fiscal years which requires Town Council approval. He has reviewed the contract with the Town Clerk; it deals with the usual indexing and upgrading of the land records. Over the next few years, Cott Systems will be expanding their services with respect to recording documents via the internet. He noted that it is important that they upgrade this and noted that they have a very good history with Cott who has provided these services to the Wolcott Town Clerk's Office for years. He recommends that the Town Council approve the contract.

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

### 5. Discussion & Possible Action on Authorization for Mayor to Execute Contract with Highway Rehabilitation Corp. for Hot in Place Asphalt Recycling

A **MOTION** was offered by Rachel Wisler, seconded by Gale Mastrofrancesco, to **authorize** the Mayor to Execute Contract with Highway Rehabilitation Corp. for Hot in Place Asphalt Recycling (**see attached**).

Brief discussion transpired as to how the 'Hot in Place' process works. It was noted that it is less expensive and can only be used on certain roads where there is not a lot of drainage.

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

### 6. Discussion & Possible Action on Authorization for Mayor to Execute Contract with All States Asphalt, Inc. for Bonded Wearing Course

No action was taken on the above item.

### 7. Discussion & Possible Action on Authorization for Mayor to Execute Contract with All States Asphalt, Inc. for Asphalt Rubber Surface Treatment

# WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, June 18, 2013

Council Chambers, Wolcott Town Hall

7:30 p.m.

Page 6 of 7

## MINUTES

---

A **MOTION** was offered by Rachel Wisler, seconded by Jeffrey Slavin, to **authorize** the Mayor to Execute Contract with All States Asphalt, Inc. for Asphalt Rubber Surface Treatment (**see attached**).

Attorney Tynan advised that this contract has gone out to bid, and noted that short form contracts have worked well for the Town.

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

### 8. Discussion & Possible Action on Authorization for Mayor to Execute Contract with Northeast Diving Systems for Lion's Pond Dredging

A **MOTION** was offered by Gale Mastrofrancesco, seconded by Francis Masi, to **authorize** the Mayor to Execute Contract with Northeast Diving Systems for Lion's Pond Dredging (**see attached**).

Attorney Tynan advised that this work is being done through a grant in the amount of \$192,000 from the State of Connecticut. The State has acknowledged the fact that there was run-off coming from Route 69 into the pond on the Lion's Club property. A brief question and answer period followed during which it was noted that most of the engineering fees have been paid and that this project will not detour or interrupt traffic on Route 69, as the dredging will be done on the property.

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

### 9. Discussion & Possible Action on Authorization for Mayor to Execute Contract for Water Main Extension to Wolcott High School

A **MOTION** was offered by Donald Charette, seconded by Francis Masi, to **authorize** the Mayor to Execute Contract with for Water Main Extension to Wolcott High School (Guerrera Construction Company, Inc.) **{on file}**.

Attorney Tynan advised that there were seven bidders and Guerrera seemed to be the best contractor based upon all of the bid specifications (**see attached**).

Chairman Valletta called for a vote on the above motion which **carried** unanimously by voice vote.

# **WOLCOTT TOWN COUNCIL**

Regular Meeting

Tuesday, June 18, 2013

Council Chambers, Wolcott Town Hall

7:30 p.m.

Page 7 of 7

## **MINUTES**

---

### **10. Approval of Appointment of Alternate Member to the Planning & Zoning Commission as Recommended by the Mayor**

Upon **MOTION** by, Jeffrey Slavin, seconded by Rachel Wisler, it was unanimously voted to **approve** the appointment of Angelo Mastrofrancesco as an Alternate Member to the Planning & Zoning Commission, as recommended by the Mayor, with one abstention from Gale Mastrofrancesco (**see attached**).

### **11. Set Summer Schedule**

Upon **MOTION**, by Francis Masi, seconded by Gale Mastrofrancesco, it was unanimously voted to **set** the summer schedule to the third Tuesday in July (7-16-13) and the third Tuesday in August (8-20-13), and set the time at 7:00 p.m. instead of 7:30 p.m.

### **ITEMS FOR NEXT AGENDA:**

Chairman Valletta advised that if anyone has any items that they should contact himself or the Clerk.

### **TAXPAYERS' TIME:**

No taxpayers came forward.

### **EXECUTIVE SESSION:**

No Executive Session was held.

### **ADJOURNMENT:**

Upon **MOTION**, by Rachel Wisler, seconded by Donald Charette, it was unanimously voted to **adjourn** the meeting at 8:01 p.m.

### **APPROVED:**

---

Elizabeth Gaudiosi, Secretary  
**WOLCOTT TOWN COUNCIL**

---

David Valletta, Chairman  
**WOLCOTT TOWN COUNCIL**



# TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue  
Wolcott, Connecticut 06716  
Tel. (203) 879-8100 • Fax: (203) 879-8105

June 13, 2013

David Valletta, Chairman  
Wolcott Town Council  
10 Kenea Avenue  
Wolcott, CT 06716

**RE: TRANSFERS WITHIN/BETWEEN DEPARTMENTS - FISCAL YEAR  
2012/2013**

Dear Mr. Valletta:

In accordance with the provisions of the Wolcott Town Charter, I am hereby notifying you of the following transfer for Fiscal Year 2012/2013 contained in Schedule A (Fund 01) which is attached hereto and made a part hereof.

If you have any questions, please feel free to contact me.

Sincerely,

Linda R. Bruce,  
Municipal Finance Officer

LRB/jes  
Enclosure

MAYOR'S ACTION:  
DATE: June 13, 2013

APPROVED BY:   
Thomas G. Dunn, Mayor  
Town of Wolcott

COUNCIL'S ACTION:  
DATE: June 18, 2013

APPROVED BY:   
Chairman, Wolcott Town Council

**SCHEDULE A**  
**TRANSFERS WITHIN / BETWEEN DEPARTMENTS - FUND 01**  
**2012-2013 FISCAL YEAR - FOR REVIEW ON JUNE 18, 2013**

<u>DEPARTMENT</u>		<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
GENERAL GOV'T. - 112					
	TO	01-1-112-2-2305	DEFINED CONTRIBUTION PENSION PLAN	1,300.00	
	FROM	01-1-112-2-2600	WORKERS COMP. INSURANCE		1,300.00

Reason: To make payments to the Defined Contribution Pension Plan through the end of the 2012-2013 Fiscal Year.

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 6/11/2013

REQUESTOR: Linda R. Bruce

DEPT.# 112

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-1-112-2-2305</u>	<u>DEFINED CONTRIBUTION PENSION PLAN</u>	<u>1,300.00</u>
FROM	<u>01-1-112-2-2600</u>	<u>WORKERS COMP. INSURANCE</u>	<u>1,300.00</u>

**ALL REQUESTS FOR TRANSFERS MUST BE PRESENTED TO THE  
TOWN COUNCIL FOR APPROVAL - PLEASE ENSURE  
THAT ALL INFORMATION IS COMPLETE & ACCURATE**

The reasons the "to" account(s) are exhausted:

The inclusion of an additional employee was unanticipated at the time that the 2012-2013 Budget was prepared.

Transfer is needed for:

To make payments to the plan through the end of the 2012-2013 Fiscal Year.

The effect on the "from" account(s):

Funds are available for transfer.

APPROVAL L. Bruce.....

FINANCE OFFICE USE  
DATE: 6/13/2013.....

# 374

# TOWN OF WOLCOTT



TOWN HALL • 10 Kenea Avenue  
Wolcott, Connecticut 06716  
Tel. (203) 879-8100 • Fax: (203) 879-8105

## RESOLUTION

RESOLVED, that the Honorable Thomas G. Dunn, Mayor, is hereby authorized to sign the Agreement entitled "Master Municipal Agreement for Construction Projects".

ADOPTED BY THE WOLCOTT TOWN COUNCIL OF

THE TOWN OF WOLCOTT, CONNECTICUT, THIS 18<sup>th</sup> DAY OF 2013

Debra C Slater  
Clerk

(seal)

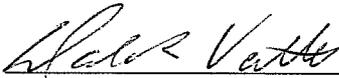
6-19-2013  
Date

#375

**RESOLUTION TO APPROPRIATE UP TO \$250,000 FROM THE RESERVE  
FUND FOR CAPITAL AND NONRECURRING EXPENDITURES TO BE  
USED FOR VARIOUS CAPITAL ITEMS**

BE IT RESOLVED that the Town of Wolcott appropriate up to \$250,000 from the Reserve Fund for Capital and Nonrecurring expenditures to be used for various capital items.

Adopted at the **June 18, 2013** Wolcott Town Council Meeting.

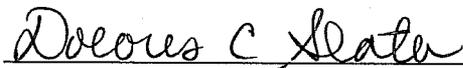


David Valletta, Chairman  
**Wolcott Town Council**

Dated at Wolcott, CT this 18<sup>th</sup> day of June, 2013.

**CERTIFICATION**

I, Dolores C. Slater, do hereby certify that I am the Clerk of the Town of Wolcott, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 10 Kenea Avenue, Wolcott, CT 06716, and that I am the keeper of the corporate records and seal. That the above is a true and correct copy of resolution duly adopted and ratified by the **Town Council of the Town of Wolcott on June 18, 2013**, in accordance with the constituent charter of the Town of Wolcott; and that the same has not in any way been modified, repealed, or rescinded, but is in full force and effect.



Dolores C. Slater, Town Clerk

{SEAL}

Date: 6-19-2013

# 376

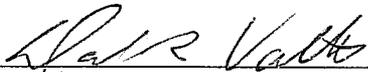
**RESOLUTION TO SUBMIT TO A TOWN MEETING A RESOLUTION TO  
APPROPRIATE UP TO \$250,000 FROM THE RESERVE FUND FOR  
CAPITAL AND NONRECURRING EXPENDITURES TO BE USED FOR  
VARIOUS CAPITAL ITEMS**

BE IT RESOLVED:

That the following resolution approved by the Wolcott Town Council concurrently herewith shall be submitted to the electors and persons qualified to vote at town meetings of the Town of Wolcott for approval or disapproval at a Town Meeting to be held in the Council Chambers of the Wolcott Town Hall, 10 Kenea Avenue, Wolcott, Connecticut on **Tuesday, July 16, 2013 at 6:30 p.m.**

**RESOLUTION TO APPROPRIATE UP TO \$250,000 FROM THE RESERVE  
FUND FOR CAPITAL AND NONRECURRING EXPENDITURES TO BE  
USED FOR VARIOUS CAPITAL ITEMS**

Adopted at the **June 18, 2013** Wolcott Town Council Meeting.

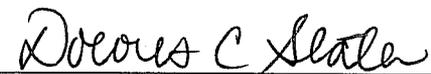


David Valletta, Chairman  
Wolcott Town Council

Dated at Wolcott, CT this 18<sup>th</sup> day of June, 2013.

**CERTIFICATION**

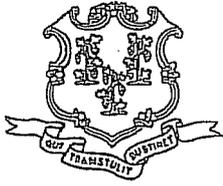
I, Dolores C. Slater, do hereby certify that I am the Clerk of the Town of Wolcott, a municipal corporation organized and existing under the laws of the State of Connecticut having its principal place of business at 10 Kenea Avenue, Wolcott, CT 06716, and that I am the keeper of the corporate records and seal. That the above is a true and correct copy of resolution duly adopted and ratified by the **Town Council of the Town of Wolcott on June 18, 2013** in accordance with the constituent charter of the Town of Wolcott; and that the same has not in any way been modified, repealed, or rescinded, but is in full force and effect.



Dolores C. Slater, Town Clerk

{SEAL}

Date: 6-19-2013



STATE OF CONNECTICUT  
DEPARTMENT OF TRANSPORTATION



2800 BERLIN TURNPIKE, P.O. BOX 317546  
NEWINGTON, CONNECTICUT 06131-7546

Phone:

June 3, 2013

The Honorable Thomas G. Dunn  
Mayor  
Town of Wolcott  
10 Kenea Avenue  
Wolcott, Connecticut 06716

Dear Mayor Dunn:

Subject: Master Municipal Agreement for Construction Projects

The Connecticut Department of Transportation (Department) is pleased to introduce a new way of doing business with the municipalities of Connecticut. The enclosed Master Municipal Agreement for Construction Projects (MMAC) is the first in a series of agreements that will fundamentally improve how the Department conducts business with its municipal partners by dramatically streamlining the agreement process.

It is anticipated that once an MMAC is executed with your municipality, project specific information and monetary terms will be set forth in a Project Authorization Letter (PAL) issued by the Department to the municipality for individual construction projects. PALs are expected to take only days to execute, as opposed to the numerous months currently required executing individual project agreements.

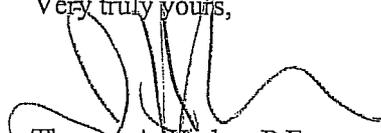
This ten-year term MMAC covers both municipally advertised construction projects, as well as projects advertised by the Department on behalf of municipalities. Since the requirements differ, depending on who advertises and awards the construction contract, this MMAC is designed to address both scenarios. The MMAC includes standard terms, conditions and contracting "boiler plate" language that should govern all municipal construction projects involving the Department which are undertaken throughout the ten-year term.

Although the Department may not have a construction project in your municipality at this time, execution of this agreement will streamline future project specific business with the Department.

It is my great hope that you will sign the enclosed agreement and join the Department in this new and innovative way of doing business that will improve delivery of Department services to its customers.

Please process the MMAC in accordance with the enclosed instructions and return the agreement, along with your authority to sign, to Mr. Hugh Hayward, Highway Design – Local Roads, at the letterhead address. If you have any questions, please contact Mr. Hugh Hayward at (860) 594-3219.

Very truly yours,



Thomas A. Harley, P.E.

Chief Engineer

Bureau of Engineering and Construction

Enclosure

THOMAS G. DUNN  
MAYOR



OFFICE OF THE MAYOR  
TOWN OF WOLCOTT

June 11, 2013

Mr. David Valletta, Chairman  
Wolcott Town Council  
10 Kenea Ave.  
Wolcott, CT 06716

Re: Purchase of Various Capital Items

Dear Chairman Valletta and Town Council Members:

In accordance with the Wolcott Town Charter Section 704 (k), I recommend for the Town Councils approval the use of up to Two Hundred Fifty Thousand Dollars \$250,000.00 from the Capital & Non-Recurring Fund to be used towards the purchase of Various Capital Items. If approved, I recommend a Town Meeting be called for the purpose of this appropriation.

Very truly yours,

*Thomas G. Dunn*

Thomas G. Dunn  
Mayor, Town of Wolcott

TGD/mm  
Cc: Town Council Members  
Town Clerk

## **List of Items to be Purchased with Monies used from the Capital & Non-Recurring Fund**

Town Hall – Siding/Painting, HVAC, Repair Windows

Police Department - Two (2) Patrol Vehicles

Public Safety Building – New Roof

Parks and Recreation Department – Toro Mower

Public Works Departments – Various Trucks

Farmingbury Hills Commission – Top Dresser

WOLCOTT REPUBLICAN TOWN COMMITTEE

May 30, 2013

The Honorable Mayor Thomas Dunn  
10 Kenea Ave  
Wolcott, CT 06716

Dear Sir:

The Republican Town Committee would like to respectfully request that Mr Angelo Mastrofrancesco and Mr. Sam Zotto be added as alternates on the Planning and Zoning Commission.

Angelo has served on the Waterbury Planning and Zoning and is quite knowledgeable on Zoning laws. Mr Zotto has served previously as Chairman of the Wolcott Planning and Zoning Commission. Both will bring knowledge and will be valuable assets to the commission.

Thank you in advance for this consideration.

Sincerely,

Cathe B Sherman  
Wolcott Republican Town Committee

cc. Wolcott Town Council members

THOMAS G. DUNN  
MAYOR



OFFICE OF THE MAYOR  
TOWN OF WOLCOTT

June 13, 2013

Wolcott Town Council  
Dave Valletta, Chairman  
10 Kenea Ave.  
Wolcott, CT 06716

Re: Commission Appointment

Dear Mr. Valletta:

I would like to put forward the following name for Alternate on the Planning & Zoning Commission.

Angelo Mastrofranceso (R)

Very truly yours,

*Thomas G. Dunn*

Thomas G. Dunn  
Mayor, Town of Wolcott

TGD/mm

**TYNAN & IANNONE***Attorneys at Law*250 Wolcott Road  
Wolcott, Connecticut 06716-2694WILLIAM F. TYNAN  
MARK IANNONE  
BRIAN TYNAN  
CLIFFORD COMERFORDTELEPHONE  
(203) 879-1431  
FAX  
(203) 879-9152

June 13, 2013

Chairman David Valletta  
Wolcott Town Hall  
10 Kenea Avenue  
Wolcott, CT 06716**RE: Contracts for Dredging at 245 Wolcott Road, Contracts for Road Reconstructions  
and Contract for Cott Systems with the Wolcott Town Clerk**

Dear Chairman Valletta and Members of the Wolcott Town Council:

There are five Contracts on your Agenda for your meeting on June 18, 2013. They are referenced above. All of these Contracts span multiple fiscal years. Therefore, the Town Council in accordance with Section 306(h) of the Wolcott Town Charter must give its consent.

The most detailed Contract deals with the dredging services to be performed on property located at 245 Wolcott Road, Wolcott, Connecticut commonly referred to as the Lions Club Pond. The State of Connecticut has awarded the Town a grant for \$192,000.00 for the engineering and dredging of the pond due to run off from Connecticut State Route 69. Monies have already been paid to the engineering firm and this Contract calls for the sum of \$150,960.00 to be paid to the dredging company known as North Diving Services. There may be a small short fall between the grant and the total cost of the project. The Lions Club, upon my information, has authorized the sum of \$2,400.00 to cover the short fall. This grant covers a private entity's property. However, the State of Connecticut has given this grant to remediate soil and other run off from the State Road. The State requires that the funds be passed through the Town of Wolcott and therefore the Contract technically is with the Town of Wolcott. I have reviewed the Contract and it meets with my approval. I have met with representatives of the Lions Club and the Mayor and Finance Officer. All parties are anxious to have this project begun as soon as possible. The insurance policy has been turned over to the Municipal Finance Officer's Department and I understand a cash performance bond has recently been given to the Municipal Finance Officer.

In regards to the Contract with Cott Services for Land Records review, please be advised that Cott has been handling the Town of Wolcott's Land Records Publications and indexing for many years if not decades. This Contract is for the publication of Land Records necessary for proper documentation of Land Titles, etc. The Contract calls for a term of three (3) years which technically would be a Lease. I have spoken with Delores Slater, Town Clerk, and she is satisfied with the services to be rendered by Cott. I should point out that this Contract as well as all of the Contracts we're discussing have gone out to public bid and the Municipal Finance

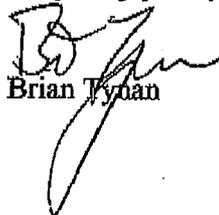
**TYNAN & IANNONE***Attorneys at Law*

Officer in conjunction with the Mayor's office or the Town Clerk's office or the Road Reconstruction Committee have all approved the service providers named in these Contracts.

Which leads me to the last areas of Contracts for the road reconstruction. The Contracts are actually very simple Contract Award statements that have been used successfully in the past by the finance department. The three Contracts are similar to what has been used in the past and while they are short they indicate all of the terms associated with the work to be performed and under the time frame required. I would recommend that the Council approve these three Contracts as well as the Cott Contract and the Northeast Diving Contract.

Thank you very much for your attention to this matter.

Very truly yours,



Brian Tynan

BT/an  
#6785  
#6787  
#6788

TOWN OF WOLCOTT  
Finance Office  
10 Kenea Avenue  
Wolcott, CT 06716

Invitation to Bid #	13-40
Date Awarded	May 23, 2013
Date Bid Opened	May 20, 2013

**CONTRACT AWARD**

Contract Description:	Labor, Equipment & Materials to Perform "Hot in Place Asphalt Recycling"
Contract Value:	Thirty thousand (30,000) sq. yd. minimum
Contract Term:	May 23, 2013 through September 30, 2013
Delivery Requirements:	

**NOTICE TO CONTRACTOR:** This notice of award is not an award to ship or provide services. Purchase orders against this contract will be issued on behalf of the department requiring materials or services. Do not perform any service without a purchase order.

**TAXES:** As a political subdivision of the State of Connecticut, the Town of Wolcott, CT is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut.

**TERMS:** The Invitation to Bid and the contractor's response constitute the entire agreement.

**INDEMNIFICATION:** The Contractor agrees to indemnify, defend, and save harmless, the Town of Wolcott, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

**NO WORK WILL BE PERFORMED ON TOWN OF WOLCOTT PROPERTY UNTIL ALL OF THE REQUIRED INSURANCE CERTIFICATES ARE SUBMITTED TO THE TOWN OF WOLCOTT FINANCE OFFICE**

**CONTRACTOR INFORMATION**

Name:	Highway Rehabilitation Corporation	Payment Terms:	45 Days following acceptance of goods or services
Address:	2258 Route 22 Brewster, NY 10509	Telephone:	845-278-9645
Contact:	Christine Magee Vice President	Fax:	845-278-0747
		Email:	chris@highwayrehab.com

Acceptance by the Contractor

Acceptance by the Town of Wolcott

-----  
Signature

Date

-----  
Signature

Date

-----  
Print Name

Title

-----  
Print Name

Title

TOWN OF WOLCOTT  
Finance Office  
10 Kenea Avenue  
Wolcott, CT 06716

Invitation to Bid #  
Date Awarded  
Date Bid Opened

13-42  
May 23, 2013  
May 21, 2013

**CONTRACT AWARD**

Contract Description:	Labor, Equipment & Materials to supply & install "Asphalt Rubber Surface Treatment"
Contract Value:	Dependant on Square Yards Treated
Contract Term:	May 23, 2013 through December 31, 2013
Delivery Requirements:	

**NOTICE TO CONTRACTOR:** This notice of award is not an award to ship or provide services. Purchase orders against this contract will be issued on behalf of the department requiring materials or services. Do not perform any service without a purchase order.

**TAXES:** As a political subdivision of the State of Connecticut, the Town of Wolcott, CT is exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut.

**TERMS:** The Invitation to Bid and the contractor's response constitute the entire agreement.

**INDEMNIFICATION:** The Contractor agrees to indemnify, defend, and save harmless, the Town of Wolcott, as well as its officers, agents, and employees from any and all claims and losses accruing or resulting from the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or Corporation who may be injured or damaged by the Contractor in the performance of this Contract.

**NO WORK WILL BE PERFORMED ON TOWN OF WOLCOTT PROPERTY UNTIL ALL OF THE REQUIRED INSURANCE CERTIFICATES ARE SUBMITTED TO THE TOWN OF WOLCOTT FINANCE OFFICE**

**CONTRACTOR INFORMATION**

Name:	All States Asphalt Inc	Payment Terms:	45 Days following acceptance of goods or services
Address:	P.O. Box 91 Sunderland, MA 01375	Telephone:	413-665-7021
Contact:	Alan L. Chicoine Division Manager	Fax:	413-665-9027
		Email:	asphalt@asmg.com

Acceptance by the Contractor

Acceptance by the Town of Wolcott

Signature

Date

Signature

Date

Print Name

Title

Print Name

Title



# NORTHEAST DIVING SERVICES

493 Danbury Road  
New Milford, Connecticut 06776  
[www.northeastdivingservices.net](http://www.northeastdivingservices.net)  
860-799-6306 fax 860-354-3440

## CONTRACTOR AGREEMENT

THIS AGREEMENT made this 20th day of May, 2013, between Northeast Diving Services, LLC with CT Lic. HIC-0632875, 493 Danbury Road, New Milford, CT 06776, hereinafter called the Contractor, and Town of Wolcott, Wolcott Town Hall, 10 Kenea Ave, Wolcott, CT 06716 hereinafter called the Owner.

WITNESSETH, that the Contractor and the Owner for the consideration named agree as follows:

### ARTICLE 1.

#### SCOPE OF THE WORK

The Contractor shall furnish all the materials and perform all of the work offered in Bid #13-18-1 Lion's Pond Dredging dated May 6, 2013 with attached referenced drawings and/or described in the actual bid specifications, in this agreement and Exhibit A, as annexed hereto as it pertains to work and outside dredging services to be performed on property located at: The Lion's Club 245 Wolcott Road, Wolcott, CT 06716.

### ARTICLE 2.

#### TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or before June 1, 2013, and shall be substantially completed on or before July 31, 2013.

### ARTICLE 3.

#### THE CONTRACT PRICE

This is a Fixed Price Contract for the removal of 6,000 cubic yards of dredging spoils from the Lion's Pond and total consideration to be paid by the Owner to the Contractor for material and labor to be performed under the Contract is the sum of \$150,960 Dollars; this price also includes any and all other charges- including sales taxes, fuel surcharges that are incurred, subject only to additions and deductions pursuant to written change orders signed by Owner. Town of Wolcott may choose to utilize funding from the Lion's Club of Wolcott to meet financial obligation.

### ARTICLE 4.

#### PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the following manner:

First payment of \$50,000 to be paid on a Net 10 term after the following has been performed-

Deployment, Setup, Staging, Delivery and Placement of Temporary Structures, Delivery of Supplies; sediment bags, piping, pumping systems- this includes boats/vehicles/pumps, turbidity curtains, metering devices, initial water tests and reports generated, confirmation of bathymetric surveys supplied by NDS with assistance from the Town of Wolcott with town supplied materials to construct dewatering area, stabilize staging areas, anti-tracking aprons, earthen berms, stone-lined swales, level spreaders, check dams, silt fencing under State of Connecticut guidelines and any other town supplied items outlined in Bid #13-18-1

Second payment of \$50,000 to be paid on a Net 10 term after we have successfully removed and demonstrated via electronic mapping or other acceptable means, with the engineer, assigned to this project 3,000 cubic yards of insitu sediment and sand mix into proper geotextile bags on property.

Final Payment due within 10 days of completion, with a projected close out/completion date of July 31, 2013.

If the contractor (whether through his subcontractors or otherwise) fails to complete the Work within the period stipulated above or any extended period authorized in writing by the Owner, then the Contractor shall pay the Owner as liquidated and ascertained damages, the penalty amount of \$50.00 per day for the period during which the said Work shall remain incomplete and the Owner may deduct such damages from any monies due to the Contractor. No period of delay under this section shall include delays caused by inclement weather that is beyond the Contractor's control.

## ARTICLE 5.

### WARRANTY

(a) The Contractor warrants to the Owner that (i) materials furnished under this Agreement shall be new and of good quality, (ii) the Work will be performed in a good and workmanlike manner and will be free from all defects and (iii) the Work will conform to the specifications set forth in this Agreement and related plans, including the plans prepared by Milone and MacBroom for the Town of Wolcott.

(b) The Contractor undertakes that any defect or other faults which may appear within 12 months of completion of the Work due to Work being not materially in conformance with this Agreement or any warranty provision herein shall, within a reasonable time after receipt of the Owner's written notice, be remedied by the Contractor at its sole cost and expense.

If the Contractor fails to correct Work which is not in conformance with this Agreement, the Owner may direct Contractor to cease performing the Work until the defect has been remedied.

If Contractor defaults or neglects to carry out the Work in accordance with the requirements set forth herein or fails to repair any item covered by the above warranty within a reasonable amount of time from written notice, the Owner may, without prejudice to its other remedies, complete the work or remedy the defect through engaging another party and (i) adjust the Fixed Price to reflect the new allocation of Work and/or (ii) recover its reasonable costs from Contractor which are incurred by Owner in remedying a defect which is covered by the warranty.

The Contractor further warrants that title to all Work will pass to the Owner no later than the time of receipt payment for the Work and that all Work shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

## ARTICLE 6.

### GENERAL PROVISIONS

1. Except as otherwise agreed, Contractor shall be responsible for and promptly make payments to any permitted subcontractors and suppliers and Contractor indemnifies and holds harmless Owner with respect to the same.

2. All work shall be completed in a workmanship like manner and in compliance with all building codes and other applicable laws.
3. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law to perform said work.
4. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract.
5. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or materials provided at the time the next periodic payment shall be due.
6. All change orders shall be in writing and signed by both Owner and Contractor.
7. Contractor shall provide Contractor's general liability and other insurance as required by the Town of Wolcott. Contractor shall have Owner named as an additional insured. Contractor warrants it is adequately insured for injury to its employees, subcontractors and others incurring loss or injury as a result of the acts of Contractor or its employees and subcontractors and shall provide Owner proof of such insurance upon execution of this Agreement.
8. Contractor agrees to remove all debris and leave the premises in broom clean condition.
9. In the event Owner shall fail to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.
10. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, permit delays fostered by the Town of Wolcott or Department of Environmental Protection and related agencies or the Owner, weather related conditions- such as frozen lake, blizzard/hurricanes/tornadoes/hail, excessive moisture, high water tables and unusually dry conditions causing fire hazards or droughts, casualty or general unavailability of materials.
11. The Owner may in his discretion terminate this Agreement, at any time, without cause by providing written notice to the Contractor. The Contractor shall be entitled to receive payment for Work completed and other reasonably documented cost incurred by reason of termination.
12. Contractor agrees to indemnify and hold Owner harmless from any and all liability or loss arising in any way out of the performance of Work performed by Contractor (or any subcontractors) or materials provided under this contract.
13. The parties acknowledge and agree that the Contractor is not an employee of the Owner but is working as an independent contractor. The Contractor shall hold Owner harmless and thereby indemnify Owner for any claims including but not limited to liability insurance, worker's compensation and withholding tax for Contractor's employees.

Signed this \_\_\_\_ day of May 2013.

\_\_\_\_\_  
Richard B Spring

Managing Partner, Northeast Diving Services, LLC

\_\_\_\_\_  
Town of Wolcott

Exhibit A

Please see attaché original Bid Response which details all specifications and what we have proposed to dredge out by hydraulic means 6,000 cubic yards of silt and sediment.

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marano Insurance Agency, Inc. 318 MAIN STREET OAKVILLE CT 06779	<b>CONTACT NAME:</b> ELIZABETH MARANO-SHIMKEVICH <b>PHONE (A/C, No, Ext):</b> 8602740900 <b>FAX (A/C, No):</b> 8602740938 <b>E-MAIL ADDRESS:</b> marano65@gmail.com												
<b>INSURED</b> NORTHEAST DIVING SERVICES, LLC 493 DANBURY ROAD NEW MILFORD CT 06776	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;"><b>INSURER A:</b> UNITED STATES FIRE INSURANCE COMPANY</td> <td style="width: 20%;"><b>NAIC #</b></td> </tr> <tr> <td><b>INSURER B:</b> NCCI</td> <td></td> </tr> <tr> <td><b>INSURER C:</b> Scotsdale Insurance Company</td> <td></td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> </tr> </table>	<b>INSURER A:</b> UNITED STATES FIRE INSURANCE COMPANY	<b>NAIC #</b>	<b>INSURER B:</b> NCCI		<b>INSURER C:</b> Scotsdale Insurance Company		<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
<b>INSURER A:</b> UNITED STATES FIRE INSURANCE COMPANY	<b>NAIC #</b>												
<b>INSURER B:</b> NCCI													
<b>INSURER C:</b> Scotsdale Insurance Company													
<b>INSURER D:</b>													
<b>INSURER E:</b>													
<b>INSURER F:</b>													

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
3	GENERAL LIABILITY		8611006402 diving	03/28/2013	03/28/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Each occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 2,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-TECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						PRODUCTS - COMP/OP AGG \$ 1,000,000
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						COMBINED SINGLE LIMIT (Per accident) \$
DED      RETENTION \$						BODILY INJURY (Per person) \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y						BODILY INJURY (Per accident) \$
If yes, describe under DESCRIPTION OF OPERATIONS below						PROPERTY DAMAGE (Per accident) \$
2		N/A	29759860	04/01/2013	04/01/2014	EACH OCCURRENCE \$
1) liability						AGGREGATE \$
						<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
						E.L. EACH ACCIDENT \$ 100,000
						E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
						1,000,000 each occ

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Elizabeth A. Shimkevich</i>
---------------------------	---

## Hosted Services Addendum

This Hosted Services Addendum ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its customer ("Customer") identified in Cott's response to the Town of Wolcott RFP #13-26 Land Records Management System ("Schedule") and is being executed under Cott's Master Agreement for Products and Services in order for Cott to provide the software and services described therein.

1. **Services.** During the term, Cott will host and make available to Customer the service specified and described in the Schedule (the "Service"). The Service may be used only by current employees, staff and authorized officials of the Customer and only in accordance with any use limitations specified in the Schedule (collectively, the "Limitations on Use"). Cott will provide one copy of a User Manual or other written materials delivered by Cott in connection with the deployment of the Service (the "Documentation"). Customer may make one copy of the Documentation, and such copy must include all appropriate copyright and proprietary notices.
2. **Hardware, Network Software.** In consideration of the payments and for the period of time specified in the Schedule, Cott grants and Customer accepts the right to continue use of the hardware ("Hardware") and network software ("Network Software") as described in the Schedule. The Network Software will be provided to Customer under a license between Customer and the third party licensor of the Software.

**Use of Hardware.** Customer will cause the Hardware to be operated in a careful and proper manner, in accordance with manufacturer's instructions or manuals. Customer shall keep each item of Hardware at its installed location and shall not move the Hardware without Cott's prior written consent which will not be unreasonably withheld. Customer will affix and keep on the Hardware any labels supplied by Cott which identify the owner of the Hardware.

**Liens.** Customer shall keep the Hardware free and clear from any lien or other encumbrance arising by or through Customer. Customer agrees to assist Cott in taking the necessary steps to perfect and protect Cott's interest in the Hardware including executing any UCC financing statements in recordable form.

**Insurance.** Customer will, at its expense, maintain insurance against all risks of damage to and loss (including theft) or destruction of the Hardware for an amount not less than the full replacement cost of the Hardware. The insurance will be maintained only with insurers reasonably acceptable to Cott and which are licensed in customer's jurisdiction. Cott will be a named insured without liability for premiums and will be the sole loss payee under the insurances. The insurance will provide for thirty (30) days' prior written notice to Cott of cancellation or non-renewal of the policy and of any material change in the coverage or its terms. Upon request, Customer will furnish a certificate of coverage confirming that the required coverage is in place.

**Return of Hardware.** Customer acknowledges Cott owns the Hardware. Upon the expiration or termination of the earlier to occur of this Addendum or the lease term of the Hardware, the Customer shall return the Hardware to Cott in good repair, condition and working order, ordinary wear and tear excepted. Customer assumes and shall bear the entire risk of loss, damage or destruction of the Hardware whatever the cause.

3. **Hardware Maintenance.** Cott will provide ongoing maintenance on the Hardware (collectively, "Maintenance") as described herein and in the Schedule and customer support services as described in the "Customer Support Processes Exhibit." In the event of a Hardware malfunction, Cott will provide for fixing or replacing the component provided the manufacturer and/or maintenance provider has not deemed the Hardware component to have reached the end of its support life. Customer acknowledges Cott is not in control of the quality of a replacement component provided by a manufacturer and/or a maintenance provider, nor is Cott responsible for providing new components at any time during the term specified in the Schedule. The quality of a replacement component provided directly by Cott will be on an 'equal to or exceeds' basis.
4. **Inspection and Acceptance.** Cott will make the Service available for review and testing by Customer. The date of the earliest to occur of the following will be the "Go-Live Date": (a) the storage or indexing of data utilizing the Service, (b) the recordation or acceptance of documents for recording by Customer or Customer's system utilizing the Service, or (c) the databases associated with the Service are made available to the public. Within two (2) business days after the Go-Live Date, Customer will inspect,

approve and accept all aspects of the Service including the form, content, searchable data, appearance and functionality of the Service. Unless Cott receives from Customer detailed written notice of deficiencies in the Service within two (2) business days of the Go-Live Date, Customer will be deemed to have accepted the Service. If Cott receives such notice, Cott shall use its best efforts to correct any deficiencies that are attributable to Cott as promptly as possible. Customer agrees to cooperate with and assist Cott in the migration to and testing of the new system and in the diagnosis and correction of any deficiencies. Irrespective of whether deficiencies are noted, if the Service is in use by Customer, all fees and payments specified in the Schedule shall be due and paid in a timely manner.

5. **Customer Link.** Customer is responsible for procuring and maintaining a high capacity Internet service line between the Hosted System and Customer's system and any specified security measures according to the specifications in the Schedule (the "Customer Link") in order to ensure proper transmission of the Service. Wireless connections in Customer's office are not supported.
6. **Capacity of the Hosted System.** The Service will be hosted on servers and other equipment owned and maintained entirely by Cott (the "Hosted System"). Customer acknowledges that Cott relies on third party vendors to host and deliver the Service. Customer acknowledges that the Customer's fees are based, in part, on a number of factors including, where applicable, the number of instruments, images, and transactions in the databases, the number of Cott software products underlying the Service and the annual filing volume specified in the Schedule (collectively, the "Storage Factors"). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors, or if bandwidth or other capacity should be upgraded to accommodate the traffic to, and use of, the Hosted System by Customer or its end-users, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle.
7. **Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the initial Service Term specified in the Schedule. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year. Upon expiration of the initial term, this Addendum will automatically renew for successive one (1) year periods, at the current renewal rate. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.
8. **Fees.** Fees for the Service for the first term are specified in the Schedule. Ongoing monthly fees will not begin until the Go-Live Date and will be invoiced on the first day of each calendar month in advance of services rendered. If the Go-Live Date is in the middle of a month, the initial month's fees will be prorated and will be invoiced on the Go-Live Date.
9. **Renewal.** Fees for renewal terms will be specified by Cott at least forty-five (45) days prior to the expiration of the then-current term. Fee increases may be necessary based on a number of factors including the Storage Factors, Cott's then current pricing plan for hosting services and Cott's costs for hosting equipment, security, facilities and telecommunications.
10. **Security and Data Protection.** Cott will implement and maintain reasonable security, back-up and recovery procedures in delivering the Service. Although Cott will implement reasonable procedures to prevent unauthorized access to protected data on the Hosted System, Customer acknowledges that it is impossible to completely eliminate this risk due to the public nature of the Internet.
11. **Service Levels.** Cott will use commercially reasonable efforts to ensure that the Service is operational and accessible in accordance with Cott's Service Level Agreement for Hosted Solutions. If any outage, interruption of service, unscheduled down time, decrease in availability or other service level deficiency occurs, Customer shall promptly notify Cott Customer Support. Cott Customer Support will investigate the deficiency and use commercially reasonable efforts to correct any deficiency in the Hosted System. Customer will be responsible for and use commercially reasonable efforts to correct any deficiency in the Customer Link.
12. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the performance of the Service.

13. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements. Cott provides customer support services as described in the "Customer Support Processes Exhibit" and Cott provides software update services. Provided Customer is not then in breach, Customer Support entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to existing software modules that are requested by customers. Releases are reviewed by customers using the same version of software within the same state, and are evaluated by a Cott committee prior to development and implementation. Customer will be invoiced at the current hourly rate for modifications to the Service requested by Customer which are beyond the scope of Patches and Releases as defined herein.
14. **Termination; Material Breach.** This Addendum may be terminated by the non-breaching party if a "material breach" occurs. A "material breach" means any of the following which remain uncured to the reasonable satisfaction of the non-breaching party after ten (10) days' notice specifying the breach is provided: (a) Customer's violation of the Limitations on Use; (b) Customer's unauthorized duplication of the Documentation; (c) Customer's violation of its obligations with respect to Cott's Confidential Information; (d) Cott's failure to reasonably perform its obligations hereunder; or (e) Customer's failure to timely pay Cott all sums due hereunder. If a material breach occurs, this Addendum including any Schedules may be terminated, in the discretion of the non-breaching party, upon written notice of termination.
15. **Early Termination.** Customer may terminate these services and this Addendum by providing ninety (90) days written notice to Cott. Cott is entitled to recover from Customer the remaining unpaid portion of the Implementation Fee specified in the Schedule. In addition, Customer shall pay 100 percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service on the last day of the monthly term that occurs 90 days after Cott's receipt of the termination notice. Customer will be responsible for the monthly fees up to the date of termination.
16. **Training.** Cott will provide training on the operation of the Service as specified in the Schedule. Cott training options may include, though are not limited to, training at Customer's location, training at Cott's location and remote online training over the Internet. Training days are measured by the number of Cott personnel utilized, multiplied by the number of days that training is provided and include travel time for Cott personnel to travel to and from Customer's location. For example, two Cott personnel traveling one-half day to Customer's location, providing four days of training, and traveling one-half day to return to Cott would amount to 10 training days. One day of training shall be defined as not fewer than 6½ hours. Cott reserves the right to charge additional fees for additional training requested by Customer, and for training beyond the scope of training specified in the Schedule. Cott will notify Customer of any additional charges.
17. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott promptly in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such Indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate this Addendum upon thirty (30) days written notice to the other.
18. **Warranty.** Cott warrants that the Service will perform in substantial accordance with the functional overview provided in the Schedule. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This



warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software, terminals or networks or a deficiency in the Customer Link.

19. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
20. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, the Documentation, information, specifications, trade secrets, viewable pages, screen shots or other images of the Service intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
21. **Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer's data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer's website customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
22. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
23. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
24. **End-Users.** Customer acknowledges and agrees that Customer, and not Cott, will provide customer service for Customer's end-users, including though not limited to public searchers and Internet users of Customer's system, and accordingly Customer will be the point of contact for all questions and problems from Customer's end-users. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system.
25. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

26. Force Majeure. Notwithstanding the provisions within Cott's Master Agreement for Products and Services, Cott will additionally not be liable for any delay or failure due to acts of God, flood or other natural disaster, fiber cuts by third parties, acts or omissions of telecommunication providers and carriers, weather, any unauthorized access to or destruction or modification of the Service, in whole in part, interruptions or delay of utilities as it relates to heat, air conditioning, humidity control, or power support, or electric power, act or failure to act of or any third party providing a portion of the Service, and additional force majeure types of events specified in any contract between Cott and Cott vendors which are hereby incorporated by reference. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
27. Offer Limited to Terms. Acceptance of the offer presented by this Addendum is limited to the terms set forth herein. The terms of this Addendum, including any Schedule, may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Addendum by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder.
28. Electronic Delivery. This Addendum may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Addendum, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

cott systems			Wolcott, Connecticut
			Wednesday, May 29, 2013
			Pricing Good for 90 days
			Resolution  PROPERTY CHECK 
Module	Included	Optional	Explanation
Fees   Cashiering	X		
Indexing	X		
Imaging	X		
Public Search (Internal Search)	X		
State Portal (Internet Search)	X		
Property Check	X		
E-recording	X		
Dog Licensing	X		
Marriages	X		
<b>Implementation Services</b>			
Training	X		8 hrs webinar training included Unlimited additional training is available by Account Executive.
Installation & Configuration (incl Hardware)	X		Setup of all provided hardware.
<b>Supported Index Types</b>			
Land Records	X		
Trade Names	X		
Military Discharges	X		
Map Recording	X		
Notaries	X		
Appointments	X		
Burial Permits	X		
Civil Unions	X		
Elections	X		
Legal Opinions	X		
Liquor Licenses	X		
Maps & Surveys	X		
Marriages	X		
Births	X		
Deaths	X		
Fetal Deaths	X		
Town Meeting Records / Minutes	X		
Justices of the Peace	X		
Tax Lien	X		
<b>Data &amp; Image Service</b>			
Conversion of Data & Images	X		Index data and images currently available on customer's production system will be available on new hosted system.
Binders & Paper	X		
Microfilm Creation	X		
eVerify (Index Auditing)		X	

cott systems			Wolcott, Connecticut
			Wednesday, May 29, 2013
			Pricing Good for 90 days
Modules	Included	Optional	Explanation
<b>Hardware/Network</b>			
(2) Workstations	X		
(2) Search stations	X		
(1) Scanner, Fujitsu 6130	X		Includes start-up supplies
(1) Receipt printer	X		Includes start-up supplies
(1) Label printer	X		
(1) Laser jet printer, Dell B5460DN	X		
(1) Netgear Firewall	X		
<b>Miscellaneous</b>			
Data export module	X		
<b>Customer Support</b>			
Toll Free #, Email, Escalation Process Monday-Friday, 7am-6pm EST	X		
Software Modifications for Legislative Compliance	X		
Software Support, Training, Updates	X		
Hardware Support	X		Cott purchased hardware.
CT Based Sales Rep	X		Will be onsite at implementation and will assist with ongoing training.
User Group Meetings	X		
<b>Contract/TC's</b>		<b>Optional</b>	
Term (months)	36		
User Licenses	5		
Payment Type	Lease		
<b>Fee: Initial Service Term 36</b>			<b>\$1,235/mo</b>
<b>Schedule of Payments</b>	Invoice upon receipt of signed contract		\$0
	Invoice Monthly upon Go-Live Date (deployment)		\$1,235/mo

Included in the monthly fee stated above,

Existing service for Microfilm Creation will continue and be invoiced at \$0.06/image on monthly basis for the actual quantity of Images processed the previous month; based on estimated 3,000 Instruments per year, equates to approximately \$60/mo.

TERM: the new contract term is effective 7/1/2013 through 6/30/2016.

Invoices are due within thirty (30) days of issue.

Customer to provide the following: High Speed Internet Connection, Site Preparation, MS Windows Proficiency



Cott and Customer have executed these Addendums to be effective as of the date it is signed by Customer. The offer contained in this document will expire if Customer does not execute and deliver these Addendums to Cott on or before 90 days after Cott has signed this Agreement.

Cott's Master Agreement for Products and Services also applies to the provision of services by Cott under this Schedule and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

These Addendums may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. These Addendums, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.

Master Agreement for Products and Services	<u>6/16/2010</u> (Date Signed)
Addendum for Microfilm Creation Services	<u>6/16/2010</u> (Date Signed)
Addendum for Portal Services	<u>7/1/2010</u> (Date Signed)
Renewal Schedule for Portal Services	<u>1/31/2013</u> (Date Signed)

COTT SYSTEMS, INC.

Hosted Upgrade

Mark Buchan

5/29/2013

(Signature)

(Date)

Mark S. Buchan

(Print Name)

Alliance Manager

(Print Title)

Rose Byrd

(Attest)

Wolcott CT

(County, Parish, Town)

CUSTOMER

(Signature)

(Date)

(Print Name)

(Print Title)

(Attest)



Please digitally sign or print and sign original copy/copies for your records.

Once contract is signed, please email or fax the entire contract to Cott.

To: Cott Systems | ATTN Finance Dept | 1.866.540.1072 | [contracts@cottsystems.com](mailto:contracts@cottsystems.com)

**Optional Products/Services (fees below are in addition to other stated fees)**

Place checkmark in box below for additional services desired

eVerify (Index Auditing) Service \$0.47/instrument

eVerify will be invoiced separately on monthly basis for the actual quantity of instruments processed the previous month; based on estimated 3000 instruments estimated per year, equates to approximately \$118/mo

Index Type	Estimate of Instruments per Year
Land Records	3,000
New eVerify Service to start with instruments filed 7/1/2013	

**Assumptions and Requirements for eVerify**

- A supported version of Cott's Resolution3 software application is currently installed and running.
- An email address for the Customer is established.
- Customer is required to accept updates, patches and new releases to Resolution3 that Cott deems necessary or desirable in order to maintain or optimize the eVerify service.
- A high speed connection is set up by the Customer for Cott to access the audit queue.
- Bandwidth of the high speed connection must meet the current minimum requirement of 1.5 Mbps downstream, 512 Kbps upstream. These minimum requirements are subject to change.
- Auditing to be completed on instruments within 48 business hours from the time an instrument is made available in the audit queue. The Customer is to inspect, approve and accept the audit results or notify Cott of deficiencies within (7) days of receiving the audit report.
- Delay or errors in audit or review may occur due to certain conditions not under Cott's control. These conditions include, but are not limited to:
  - Connectivity provided by Customer's ISP
  - Illegible, poor quality or incomplete images of recorded documents
  - Uptime or reliability of Customer's network
  - Problems with underlying network providers: network or applications, equipment or facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure or local access provider outages or service interruption.
- Customer is responsible for keeping track of any change(s) made to instruments between the time the instruments become available in the audit queue and when Cott provides the report to the Customer.
- This Addendum will automatically renew for successive one (1) year periods. Customer may elect not to renew the term by giving Cott notice of non-renewal at least thirty (30) days before the scheduled expiration of the then-current term.

Wolcott CT Town Clerk directs Cott to send the eVerify report to following email recipient and address:

Name	
Email Address	





## TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue  
Wolcott, Connecticut 06716  
Tel. (203) 879-8100 • Fax: (203) 879-8105

June 17, 2013

To: David Valletta, Chairman, Wolcott Town Council

From: Linda R. Bruce, Municipal Finance Officer

Subject: Bid Award for the Wolcott High School Waterline Project

Please see my letter (attached) to Mayor Dunn with regard to awarding the bid to construct the Wolcott High School Waterline to the Guerrera Construction Company, Inc.

While Guerrera was not the lowest bidder, nor the highest, after extensive research it is my recommendation that this firm be awarded the construction of the waterline.

Please contact me if you have any questions regarding this matter.

Cc:  
Gale Lanza Mastrofrancesco  
Rachel Wisler  
Fran Masi  
Donald Charette Sr.  
Chuck Marsella  
James Pape  
Roger Picard  
Jeffrey Slavin



# TOWN OF WOLCOTT

TOWN HALL • 10 Kenea Avenue  
Wolcott, Connecticut 06716  
Tel. (203) 879-8100 • Fax: (203) 879-8105

June 17, 2013

To: Thomas G. Dunn, Mayor

From: Linda R. Bruce, Municipal Finance Officer

Subject: Bid Award for the Wolcott High School Waterline Project

I recommend that Guerrero Construction Company, Inc. be awarded the bid for the construction of the Wolcott High School Waterline. It was a public bid under Section 707c of the Wolcott Town Charter. Guerrero was not the lowest bidder, however under Town of Wolcott Ordinance #75, Section 2 (A & B) please find listed below my reasons for my recommendation.

Based on their submittals and our extensive research, I believe that Guerrero is the best qualified bidder for this project. Specifically, Guerrero possesses the following characteristics:

- An history of significant waterline construction for municipalities and water authorities
- A reputation for high quality work & submitting important documents on a timely basis
- Currently a Connecticut DAS "Pre Qualified" Contractor
- An extensive inventory of equipment
- Insurance coverages that exceed requirements
- Employees holding current, verified trade licenses

Please let me know if you have any questions regarding this matter.

