

WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, December 15, 2015

Council Chambers, Wolcott Town Hall

7:00 p.m.

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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 7:00 p.m. with the Pledge of Allegiance, and attendance was taken.

MEMBERS PRESENT: Chairman David Valletta, Vice-Chairman Gale Lanza Mastrofrancesco, Donald Charette Sr., Francis Masi, Joseph Membrino, Roger Picard, George Phelan, Jeffrey Slavin and Rachel Wisler

MEMBERS ABSENT: None

ALSO PRESENT: Mayor Thomas G. Dunn; Linda Bruce, Municipal Finance Officer; Town Attorney Brian Tynan; Susan Hale, Chief Accountant; Gianna Dauphinais, Chief Accounts Payable Clerk; Steven Slater, Deputy Treasurer; Mark Possidento, Consulting Town Engineer; et al.

APPROVAL OF MINUTES:

▪ **Regular Meeting – December 1, 2015**

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **approve** the minutes of the Regular Meeting held on December 1, 2015.

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

No taxpayers came forward.

CORRESPONDENCE (on file):

1. Finance Office Transfers, submitted by Linda Bruce
2. Proposed Agreement with Tanko Lighting for LED Street Light Conversion Project
3. Town of Wolcott Request for Proposal for LED Street Light Conversion Project
4. Proposal submitted by Tanko Lighting on 6-11-15
5. Board of Education Year to Date Budget Report dated 11-30-15

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6. Town of Wolcott Expenditure Report, Revenue Report, & Trial Balance, for month ending 11-30-15

MAYOR'S REPORT:

Mayor Dunn came forward and referenced the taxpayers' comments at the last meeting regarding the Walking Trail, at which time he reported the following:

- The Mayor's Office always responds to everyone
- There has been public hearings regarding the trail and Inland Wetlands has been communicating with the Army Corps of Engineers
- Mr. Smail's comments have gotten very personal in nature and have been disrespectful to himself and other town employees
- Mr. Smail has a right to speak, but he needs to respond
- The property has been used for many years; the Boy Scouts used to camp there and people have fished there
- When the Town first started the trail, they found out that people had cleared the land from their property lines to the water, which is Town owned land; beach sand, fire pits, and electricity
- The trail is open; a Grand Opening will be done in March
- If townspeople walk the trail, they need to stay on the gravel part of the trail; there is more work to be done; he encourages people to walk the trail; the views are beautiful
- The Town Crew trimmed trees on Mr. Vaz's property; they are his trees; you can have anyone trim trees on your own property; an arborist is only required if they are someone else's trees; Mr. Vaz gave them permission
- The Walking Trail Sub-Committee has done a great job and they have volunteered a lot of their own time
- On the website people can submit a name for the trail

Mayor Dunn next reported the following:

- They will be receiving a federal grant for Todd Road and Beach Road; it will be close to 100%; the Town will be responsible for some of the design work and other items
- He would like to thank all of the volunteers for their work with the food pantry and Toys for Tots

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A brief question and answer period followed during which the following was noted by Mayor Dunn:

- Status of Board of Education settlement issue: Town Attorney has filed a motion to intervene; there is a court date on Jan. 4, 2016
- Pavilion at Woodtick Recreation area is up; not 100% complete yet

FINANCE OFFICER'S REPORT/TRANSFERS:

Linda Bruce came forward and reported the following:

- She has been in touch with the auditors regarding the final audit reports; they have to be filed with the Federal Audit Clearinghouse who's website was hacked in July and they have not reopened yet for the filing of financial reports; they have given extensions to anyone who had a filing due between July 25th and now; once their website is open, they will file
- There was an attempt to fraud the Town on November 25th with an altered check; staff identified the issue and immediately contacted their banking institution; the fraud was discovered within 24 hours of the check being presented for payment; due to the speed of the discovery, Wells Fargo was able to deny the payment
- She and Town Treasurer Anthony Marino would like to acknowledge and thank Steve Slater, Deputy Treasurer; Sue Hale, Chief Accountant and Gianna Dauphinais, Chief Accounts Payable Clerk; with no questions asked, Sue Hale and Steve Slater monitored the Town's checking accounts through the entire Thanksgiving holiday weekend; Gianna Dauphinais contacted the vendor and found out that they had a change of address and had mail forwarded; she also researched the fraudulent address and provided pertinent information for the police investigation
- As the Municipal Finance Officer, she is grateful to have such conscientious and astute personnel in the Finance and Treasurer's Office
- They have contracted with Wells Fargo for additional security measures which should be in place in January
- The investigation is continuing
- One transfer was submitted for approval

Upon **MOTION** by Gale Mastrofrancesco, seconded by Rachel Wisler, it was unanimously voted to **approve** the following transfer: Tax Collector – 153: from line item #3995 \$2,000.00, to #7300 \$1,300.00, also to #5100 \$300.00, and also to #3991 \$400.00 (**attached**).

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SUB-COMMITTEE/LIAISON REPORTS:

Sub-Committee for the Walking Trail: Mr. Charette reported that he has been in attendance of many of the sub-committee meetings. At the last meeting, it was reported that the trail is 85% complete, two years ahead of schedule, and under budget. He added that the trail is beautiful and the sub-committee members have put a lot of time in, including weekends. The Public Works Dept. has done a tremendous amount of work in a short amount of time. The high school students will be making all of the signs for the trail.

Mr. Slavin referenced the Munson Road area where there is fishing. From the audience, Mark Possidento noted that Mark Garrigus has submitted an application for a grant so that they can extend the side of the bridge so that you can walk along it. He would like to paint some lines and place some signs in the area. Mayor Dunn advised that they are going to get some golf carts for people that cannot walk the trail so that they can see the area; not all of the time, but a few times. Mr. Possidento stated that the trail is designed to not have any slopes greater than 5% which is an ADA requirement. Mayor Dunn advised that the trail will not be closed for the winter; it will be open year round. Brief discussion followed regarding the illegal use of snowmobiles on the trail.

Economic Development Commission: Mrs. Wisler reported that the Commission met last night, at which time she noted that they did a great job on the Town of Wolcott brochure. There were a few minor errors that were brought to their attention. They will make those corrections and update the brochure which will be available on the website. The Commission is currently working on their budget and their next meeting is scheduled for February.

Sub-Committee for the BOE Settlement: Mrs. Wisler reported that they are waiting for some information from the Board of Education. Once they have that they will schedule another sub-committee meeting.

Wolcott Volunteer Ambulance: Mr. Picard reported that he attended the Wolcott Volunteer Ambulance Board of Directors Meeting last night. Overall, things are going very well; it is a very well run organization under the leadership of Chief Barratt. They do an outstanding job for the Town of Wolcott and are fortunate to have them. Mr. Picard next shared the following information:

- 45 volunteers
- 8 paid staff members, 4 of which are considered full time
- 2 working ambulances in service, with a brand new one arriving in early February
- They also have an SUV (fly car)

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- As of 12/14/15, they have responded to 1,400 calls
- Average response time is 7 minutes, 51 seconds
- They are currently working on their budget request which they will submit to the Mayor and the Finance Office next week

Board of Education: Vice-Chairman Mastrofrancesco reported that last night the Board of Education held the Teachers of the Year Awards. The winners were the following:

- Frisbie School: Ellen Kasek
- Wakelee School: Tammy Couture
- Alcott School: Bethann Sickles
- Wolcott High School: Bruce McIntire
- Tyrrell Middle School & District Teacher of the Year: Jessica Stevenson

UNFINISHED BUSINESS:

1. Discussion & Possible Action on Authorization for Mayor to Execute Contract with Tanko Lighting for LED Street Light Conversion Project

Upon **MOTION** by Jeffrey Slavin, seconded by Joseph Membrino, it was unanimously voted to **authorize** the Mayor to Execute Contract with Tanko Lighting for LED Street Light Conversion Project (**attached**).

NEW BUSINESS:

1. Discussion & Possible Action on Authorization to Purchase Street Lights from Eversource

Upon **MOTION** by Rachel Wisler, seconded by Roger Picard, it was unanimously voted to **authorize** the Purchase of Street Lights from Eversource.

At this time, Mr. Phelan stated that he was approached by a member of the Wolcott Lions Club and was asked to thank the residents of the Town of Wolcott for their support of the Christmas tree sale. Mr. Wisler advised him this evening that he sold out the entire lot.

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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 Roger Picard, seconded by George Phelan, it was unanimously voted to **adjourn** the meeting at 7:30 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



December 10, 2015

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

RE: TRANSFERS WITHIN/BETWEEN DEPARTMENTS – FISCAL YEAR 2015/2016

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 2015/2016 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.

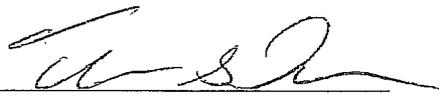
Sincerely,

Linda R. Bruce,
Municipal Finance Officer

LRB/sh
Enclosure

MAYOR'S ACTION: ...

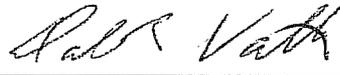
DATE: December 10, 2015

APPROVED BY: 

Thomas G. Dunn, Mayor
Town of Wolcott

COUNCIL'S ACTION:

DATE: December 15, 2015

APPROVED BY: 

Chairman, Wolcott Town Council

TOWN of WOLCOTT

REQUEST FOR TRANSFER

DATE: 12/01/2015

REQUESTOR: Darlene Tynan

DEPT.# 153

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>01-1-153-7-7300</u>	<u>Capital Outlay</u>	<u>1,300.00</u>
	<u>01-1-153-5-5100</u>	<u>Office Supplies</u>	<u>300.00</u>
	<u>01-1-153-3-3990</u>	<u>Conferences & Meetings</u>	<u>400.00</u>
FROM	<u>01-1-153-3995</u>	<u>Agency Collection Fees</u>	<u>2,000.00</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:

Accounts are not exhausted.

Transfer is needed for:

To purchase a Microsoft SQL Server 2014.
Preparing our own mailings for delinquent accounts.
Attending more training and meetings.

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

There is no effect on this account. We have sufficient funds to carry us to the end of the fiscal year.

APPROVAL L. Bruce.....

FINANCE OFFICE USE

DATE: 12/9/2015

**SCHEDULE A
 TRANSFERS WITHIN / BETWEEN DEPARTMENTS FUND 01
 2015-2016 FISCAL YEAR - FOR REVIEW ON DECEMBER 15, 2015**

<u>DEPARTMENT</u>	<u>ACCOUNT</u>	<u>DESCRIPTION</u>	<u>DEBIT</u>	<u>CREDIT</u>
TAX COLLECTOR - 153				
TO:	01-1-153-7-7300	CAPITAL OUTLAY	1,300.00	
	01-1-153-5-5100	OFFICE SUPPLIES	300.00	
	01-1-153-3-3991	CONFERENCES & MEETINGS	400.00	
FROM:	01-1-153-3-3995	AGENCY COLLECTION FEES		2,000.00
Reason: To purchase Server, additional mailings & attending more training and meetings.				
TOTAL TRANSFERS - FUND 01			2,000.00	2,000.00

**AGREEMENT
TOWN OF WOLCOTT
LED Street Light Conversion Project**

THIS AGREEMENT entered into on the _____ day of _____, 2015, by and between the TOWN OF WOLCOTT and Tanko Lighting, a company organized and existing under the laws of the STATE OF CONNECTICUT, having an office and place of business in the _____, State of Connecticut (hereinafter referred to as Consultant).

WITNESSETH:

WHEREAS, the TOWN OF WOLCOTT is requesting Consultant services; and

WHEREAS, the Consultant represents that it is fully qualified in the State of Connecticut to provide all services called for herein; and

WHEREAS, the parties now desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW THEREFORE:

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE I – STATEMENT OF WORK

The Consultant will provide services for the Town of Wolcott, CT.

The Consultant shall have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The Consultant will assign a Land Surveyor licensed by the State of Connecticut to be responsible for the services.

All work will be performed in accordance with all applicable local, state and federal laws.

The scope of services is further defined in the Request for Proposal, prepared by the TOWN OF WOLCOTT, dated May 24, 2015, Exhibit A, and Consultants proposal dated _____, Exhibit B.

The agreed-to compensation for this work shall be a not-to-exceed amount of \$245,000.00 for the Consultants work, including fees for professional services and direct costs, as shown in Exhibit B.

The Consultant shall perform the work in conformance with the Schedule in Exhibit B.

All such services shall be performed in accordance with the terms of this Agreement. The above shall hereinafter be referred to as the "Services".

ARTICLE II – WARRANTY

All Services provided for herein shall be performed in the best workmanlike manner by persons qualified in the State of Connecticut to provide the Services rendered. To the extent that the TOWN OF WOLCOTT requires it, and without cost to the TOWN OF WOLCOTT any defective Services which are a result of negligence or bad faith shall be corrected to the satisfaction of the TOWN OF WOLCOTT.

ARTICLE III – COMPENSATION

The TOWN OF WOLCOTT agrees to pay the fixed sums of _____ for the Consultant work, including fees for professional services and direct costs, as shown in Exhibit B in full payment for services to be rendered by the Consultant to the TOWN OF WOLCOTT under this Agreement. The TOWN OF WOLCOTT reserves the right to request substantiating information on any bill submitted. All invoices involving personnel charges will be certified as follows:

"I _____, (title) _____ duly authorized by (Consultant) _____, do hereby certify that during the period covered by this invoice, all personnel, services and billing items identified relate solely to this project and accurately reflect the hours worked or services rendered".

(Signature)

Name (Please Print)

Date _____

The TOWN OF WOLCOTT will, within 10 days after receipt of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the Consultant, in writing, the reason for refusing to approve said invoice. In the latter case, the consultant will make the necessary corrections and resubmit the invoice. The TOWN OF WOLCOTT will, within 30 days of an approved invoice, pay the amount to the Consultant provided that the Consultant shall have furnished the TOWN OF WOLCOTT with a release of any and all claims against the TOWN OF WOLCOTT, its officers and employees, arising under or by virtue of this Agreement.

ARTICLE IV – CHANGES

Any time during the performance of the Services herein, the TOWN OF WOLCOTT shall have the right, by written order, to make changes in; omissions from, or require additions to the Services, hereinafter collectively referred to as "Changes". In the event that such Changes require additional services by the Consultant, to the extent practicable, the Consultant and the TOWN OF WOLCOTT shall first agree upon the compensation to be paid to effect said Changes. If not practicable to first agree upon the compensation to be paid, then upon completion of Services herein Consultant shall

be entitled to present to the TOWN OF WOLCOTT, and the TOWN OF WOLCOTT shall consider, a claim for an equitable increase in compensation for Services rendered because of such Changes. Such claim shall be supported by such data and information as the TOWN OF WOLCOTT may require. Any such claim by Consultant for an equitable increase in compensation shall be promptly made in accordance herewith, and in any event not later than thirty (30) days after the completion of the Services. The acceptance by the Consultant of final payment hereunder shall be held to be a waiver and release of any and all claims against the TOWN OF WOLCOTT under or by virtue of this Agreement. Upon such final payment, the TOWN OF WOLCOTT shall be furnished with a full release from Consultant.

ARTICLE V – STATUS OF PARTIES

The relationship of the CONSULTANT to the TOWN OF WOLCOTT shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.

ARTICLE VI – INSURANCE

CONSULTANT agrees to secure and protect itself and shall secure and indemnify the TOWN OF WOLCOTT directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement arising from the negligence of CONSULTANT. CONSULTANT agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the TOWN OF WOLCOTT covering all Services to be performed under this Agreement:

- (a) After executing this Agreement, but prior to starting the Services, the CONSULTANT shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker’s Compensation insurance in the following amounts:

1. Commercial General Liability Insurance:

The CONSULTANT shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

2. Commercial Automobile Liability Insurance

The CONSULTANT shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

3. Worker's Compensation Insurance

The CONSULTANT shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident
Bodily Injury by Disease - \$500,000 policy limit
Bodily Injury by Disease - \$100,000 each employee

4. Umbrella Liability Insurance

The CONSULTANT shall provide Commercial Umbrella Liability insurance with a combined single limit of \$3,000,000 per occurrence, \$3,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the TOWN OF WOLCOTT and shall provide no less than thirty (30) days' notice to the TOWN OF WOLCOTT in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the TOWN OF WOLCOTT as an additional insured.

Certificates of Insurance acceptable to the TOWN OF WOLCOTT shall be delivered to the TOWN OF WOLCOTT FINANCE OFFICE prior to the commencement of the services and kept in force throughout the term hereof.

- (b) The above insurance requirements shall also apply to all Subcontractors and the CONSULTANT shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

ARTICLE VII – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the TOWN OF WOLCOTT and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the negligent performance of the work.

ARTICLE VIII – SUBCONTRACTORS

Should the CONSULTANT elect to use Subcontractors for work associated with executing the Services, the CONSULTANT shall present to the TOWN OF WOLCOTT the name of the Subcontractor(s), the work the subcontractor is expected to perform and submit copies of the Subcontractor's insurance which shall conform to those insurance requirements outlined above. The TOWN OF WOLCOTT reserves the right to reject a Subcontractor submitted for approval. The CONSULTANT will be fully responsible for all acts and omissions of Subcontractors or persons directly or indirectly employed by them, and of persons whose acts, any of them, may be liable to the same extent that he is responsible for acts and omissions directly

employed by him. Nothing in terms of the Agreement shall constitute any contractual relationship between any Subcontractor and the TOWN OF WOLCOTT, or any obligation on the part of the TOWN OF WOLCOTT, to pay or to see to the payment of any moneys due to any Subcontractor, except as may otherwise be required by law. The CONSULTANT agrees to specifically bind every Subcontractor to all applicable terms and conditions of this document and the Agreement. Every Subcontractor, by undertaking to perform any of the work, will thereby automatically be deemed to be bound by such terms and conditions.

ARTICLE IX – RIGHT OF ENTRY

The TOWN OF WOLCOTT will grant to the CONSULTANT, its Agents, Employees, Contractors, and Subcontractors, the right to enter onto land the TOWN OF WOLCOTT owns or has easements or other rights to for the purpose of performing all acts, studies and research, including the making of test borings and other explorations required by the Agreement.

ARTICLE X – SURVEYS

The CONSULTANT is responsible for all survey information relating to the horizontal or vertical information in the field.

ARTICLE XI – SAFETY AND PROTECTION – EMERGENCIES

The LAND SURVEYOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work outlined. All necessary precautions for safety of and protection to prevent damage, injury or loss to all employees and other persons who may be affected by the work the LAND SURVEYOR is performing. The LAND SURVEYOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or protect them from damage, injury or loss. It is not expected that the use of explosives or other hazardous material will be necessary in the prosecution of the work. Any use of such material shall be requested in advance, in writing, and shall be done in accordance with all applicable rules governing such material use.

ARTICLE XII - TERMINATION

The TOWN OF WOLCOTT may at any time for its convenience and at its option, after giving CONSULTANT a two (2) day written notice, terminate this Agreement and the performance of the Services called for herein in which event the TOWN OF WOLCOTT agrees to pay CONSULTANT a sum for such portion of the Services as CONSULTANT shall have performed up to the time of such terminations, as determined in accordance with Article III herein.

ARTICLE XIII – MEDIATION

Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

(a) **Mediation.** All claims, disputes or other matters in question between the parties to this

Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Wolcott Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to a judicial process.

(b) Equitable Relief. Nothing herein shall prevent either party from obtaining a court order enforcing the mediation-arbitration process and such other temporary or equitable relief until such time that the dispute is settled or there is an arbitration award.

ARTICLE XIV – SPECIAL PROVISIONS

LAND SURVEYOR agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the CONSULTANT and will do nothing to cause the TOWN OF WOLCOTT to come into violation of said regulations and laws and order.

ARTICLE XV – EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the TOWN OF WOLCOTT and the CONSULTANT 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 TOWN OF WOLCOTT and CONSULTANT.

ARTICLE XVI – DOCUMENTS

Ownership of all documents prepared under the terms of this Agreement shall be with the TOWN OF WOLCOTT.

ARTICLE XVII- PEVAILING WAGES

If required, all trade laborers, mechanics, and technicians, whether employed by the Contracting Party or any of its subcontractors, shall be paid he prevailing labor wage rate for all work performed as part of this project. The Town shall provide the current prevailing wage rates (if applicable) at the time of contract signing.

ARTICLE XVIII – BONDING

The Contracting Party shall be required to provide the Town of Wolcott with 100 percent payment and performance bonds from a surety company licensed to do business in the State of Connecticut and with a minimum rating of A from AM Best.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

TOWN OF WOLCOTT _____

Consultant

By: _____
Thomas G. Dunn, Mayor

by: _____

Title: _____