

# WOLCOTT TOWN COUNCIL

Regular Meeting

Tuesday, September 1, 2020

Council Chambers, Wolcott Town Hall

7:00 p.m.

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MINUTES

# DRAFT

**RECEIVED**  
11:00 am  
9-9-20  
Karen Mowad  
TOWN CLERK  
WOLCOTT, CONN.

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

Chairman David Valletta called the meeting to order at 7:00 p.m. with the Pledge of Allegiance. Attendance was taken; a quorum was present.

**MEMBERS PRESENT:** Chairman David Valletta, Vice-Chairman Roger Picard, Domenic Angiolillo, Joseph Membrino, Donald Charette, Debbie Golden, Jason Stark, Francis Masi, and Rachel Wisler

**MEMBERS ABSENT:** None

**ALSO PRESENT:** Mayor Thomas G. Dunn, Susan Hale, Municipal Finance Officer; Town Attorney Brian Tynan; Pamela Deziel, Assessor; Raymond Mahoney, Planning & Zoning Commission Chairman; Attorney Roger Harbanuk; Attorney Jarad Lucan; Taxpayer: Harry Hart; et al.

## APPROVAL OF MINUTES:

- **Regular Meeting – August 18, 2020**

Upon **MOTION** by Roger Picard, seconded by Domenic Angiolillo, it was unanimously voted to **approve** the minutes of the August 18, 2020 Regular Meeting, with one abstention from Rachel Wisler.

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

No taxpayers came forward.

## CORRESPONDENCE (on file):

1. Finance Office Transfer, submitted by Susan Hale
2. Submitted by Superintendent Gasper, Wolcott Public Schools Reopening FAQs
3. Copy of Letter dated August 15<sup>th</sup> from Jim Mills, President of the Wolcott Food Pantry, regarding the need for a generator
4. Copy of Memo dated August 7<sup>th</sup> from Pam Deziel, Assessor, to Susan Hale regarding recommendation for Bid Award for Reappraisal & Revaluation

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5. Letter dated August 17<sup>th</sup> from Town Attorney Brian Tynan regarding contract for 2021 Reappraisal & Revaluation
6. Proposed 2021 Reappraisal & Revaluation Contract with Vision Government Solutions
7. Copy of Letter dated August 27<sup>th</sup> from Susan Hale to Mayor Dunn regarding Lease Financing Bid #21-02
8. Chesprocott Health District Annual Report for FY 2019-2020
9. Copy of Letter dated August 31<sup>st</sup> from Attorney James Demetriades to Attorney Jarad Lucan regarding David Kalinowski
10. Copy of Email dated August 27<sup>th</sup> from Attorney Steven Byrne to Planning & Zoning Commission Secretary regarding Zone Text Amendment Question
11. Email dated September 1<sup>st</sup> from Superintendent Gasper regarding Updated School Reopening FAQ

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

Mayor Dunn came forward and gave the following update:

- The Town Crew is continuing the clean-up from the storm
- Their mechanics are starting to get prepared for winter

A brief question and answer period was held, at which time Mayor Dunn noted the following:

- With regard to costs related to the storm, the Mayor stated that there are no guarantees of recovering any money from the State, but they are working on those numbers now
- Regarding the Public Works position, it was noted that the position has been posted; Council of Governments has put a team in a place and are vetting the applications received; there will then be interviews; they will then come up with 3-5 candidates; it has not been posted within the Town

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

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Susan Hale came forward and reported the following:

- She does not have an official report this evening
- The audit started yesterday
- She submitted one transfer for approval

Upon **MOTION** by Rachel Wisler, seconded by Domenic Angiolillo, it was unanimously voted to **approve** the following transfers: Dept. Leases – Municipal Leasing \$6,705.00 to Dept.- Finance Capital Outlay \$6,705.00, to purchase used office furniture for 4 employees sharing same office space in Finance Office.

An inquiry was made with respect to the above transfer. It was noted that the need to reorganize the office was due to the COVID situation. Regarding reimbursement, Mrs. Hale stated that they have submitted the partitions, plexiglass, etc. but she does not think the furniture will qualify.

### SUB-COMMITTEE AND LIAISON REPORTS:

**Board of Education Building Committee:** Mrs. Wisler reported that the final bill has been paid and Mrs. Hale is working with the attorney to come up with a resolution to transfer the balance into the road reconstruction project at their next meeting.

### UNFINISHED BUSINESS:

1. **Discussion & Possible Action on Payment for Temporary Zoning Enforcement Officer**

Upon **MOTION** by Rachel Wisler, seconded by Joseph Membrino, it was voted by a majority to **table** 'Payment for Temporary Zoning Enforcement Officer' on the agenda, until they receive a final hours amount from the Temporary ZEO, with Jason Stark opposing.

### NEW BUSINESS:

1. **Update from Superintendent Anthony Gasper Regarding School Openings**

Superintendent Gasper came forward and submitted hand-outs entitled "Wolcott Public Schools Reopening FAQ" (**see attached**).

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Mr. Gasper stated that it has been a very difficult summer and proceeded to give a detailed report of everything involved in planning the reopening of the schools. Summary is as follows:

- Every school district in the state spent May, June & July with the understanding that the Governor's expectations were that all schools would open to full attendance at the start of the school year
- It was not made clear that there would be any local decisions
- In late July he announced that he was turning those decisions over to the local school districts
- His recommendation was to open their schools in a transitional hybrid model
- They are faced with recreating 'school'; how the kids get on and off the bus, walk to class, go to the lavatory, go to the cafeteria, go to class, etc.
- Hybrid Schooling will start Sept. 8<sup>th</sup> and run at least through Oct. 2<sup>nd</sup>
- All school days will be half days with two groups-Wednesdays are Flex Days
- Flex Days will allow for the custodians to catch up on sanitizing hard surfaces
- If the health data remains good, the goal is for full attendance
- He believes the high schools will remain hybrid because cohorting is much easier to accomplish with younger children; cohorting is only one of the mitigation strategies
- Things truly are changing every day; just yesterday the State issued new guidelines on face masks
- There are very few reasons that someone will be able to get an exemption from wearing a face covering
- They are as ready as they can be and have been planning for everything they can think of

When the presentation was concluded a question and answer period was held, at which time Superintendent Gasper provided explanations for same.

### **2. Discussion & Possible Action to Authorize Mayor to Execute 2021 Reappraisal & Revaluation Contract with Vision Government Solutions**

Upon **MOTION** by Roger Picard, seconded by Domenic Angiolillo, it was unanimously voted to **authorize** the Mayor to Execute 2021 Reappraisal & Revaluation Contract with Vision Government Solutions.

An inquiry was made if it's customary for them to authorize this contract 13 months in advance, at which time Mrs. Deziel replied yes. For a statistical revaluation it's about this amount of time and for a full physical revaluation it would be about two years in advance.

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### 3. Possible Vote on Dismissal of Commission Member

Upon **MOTION** by Domenic Angiolillo, seconded by Debbie Golden, it was unanimously voted to **table** item # 3 on agenda '**Possible Vote on Dismissal of Commission Member**' to Executive Session to discuss an Attorney/Client Memorandum.

### ITEMS FOR NEXT AGENDA:

Chairman Valletta advised that if anyone has any items please contact himself or the Secretary.

### TAXPAYERS' TIME:

1. **Harry Hart, of 47 Woodward Drive** came forward, at which time he submitted a letter sent by ZEO David Kalinowski to his neighbor at 50 Woodward Drive in January of 2019 (**see attached**). Mr. Hart next reported the following:
  - He is hoping the Town Council can help him with a problem that's been going on for two years
  - The ZEO and the Mayor are well aware of it and it has not been resolved
  - His neighbor is operating a commercial motor vehicle repair facility in his backyard in a residential zone
  - The letter sent requested that he Cease & Desist and nothing has happened
  - He is now operating full time; vehicles are being dropped off and picked up all hours of the day and night
  - The ZEO sent him to the Police and the Police say its not a legal matter
  - The Town recognizes that this is an illegal operation, but nothing has been done
  - The individual involved is a formal law enforcement officer who should know better
  - He is hoping that someone can resolve this matter

### EXECUTIVE SESSION:

Upon **MOTION** by Rachel Wisler, seconded Domenic Angiolillo, it was unanimously voted at 7:53 p.m. to take a five-minute recess and **enter** into Executive Session for the purpose of discussing an Attorney/Client Memorandum inviting Mayor Dunn, and Attorney Jarad Lucan.

Chairman Valletta called the regular meeting back to order at 8:40 p.m.

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A **MOTION** was offered by Jason Stark, seconded by Joseph Membrino to **Remove** Mr. Mahoney from the Planning & Zoning Commission for Cause for the following reasons: #1 Violated Town Charter by setting compensation level and approving payment of ZEO without Town Council approval and #2 Conducted an illegal meeting in violation of FOIA.

Discussion was held during which Mr. Stark stated that the evidence of the charges are as follows:

- For charge #1: Mr. Mahoney's email to Edna Henderson from July 8, 2020 at 1:19 pm approving Mr. Kalinowski's invoice for \$80 per hour. See July 21 Town Council meeting correspondence document that contains such email.
- For charge #2: Mr. Mahoney emailed all the other members of the PZC and asked if they would approve Mr. Kalinowski as ZEO to which some members replied. See Wolcott P&Z Special Meeting Minutes from June 2, 2020.

A roll call vote was taken and the above motion *carried* as indicated below: {5 affirmative votes required}

(6 Yes; 3 No)

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
Roger Picard		X	
Rachel Wisler		X	
Domenic Angiolillo	X		
Donald Charette		X	
Jason Stark	X		
Joseph Membrino	X		
Francis Masi	X		
Debbie Golden	X		
David Valletta	X		

## ADJOURNMENT:

Upon **MOTION** by Jason Stark, seconded by Debbie Golden, it was unanimously voted to **adjourn** the meeting at 8:45 p.m.

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**APPROVED:**

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Elizabeth Gaudiosi, Secretary  
**WOLCOTT TOWN COUNCIL**

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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

**Certified Mail**  
**7018 2290 0000 5291 5010**

January 14, 2019

Mr. Dave Eldridge and Ms. Lori Kramarz  
50 Woodward Rd.  
Wolcott, CT 06716

Dear Mr. Eldridge and Ms. Kramarz,

This letter is a follow-up per our phone conversation on 1/14/2019 regarding the auto repair business being conducted out of property located at 50 Woodward Road. Again, the Town of Wolcott Zoning Regulations does not allow for such business to operate in a Residential Zone. During our discussion I informed you that I have pictures and a video of multiple vehicles going into the garage at 50 Woodward Road, at which time you agreed that this did happen and you also agreed to stop all activities associated with auto repair work at this location immediately.

As discussed this information will be forwarded to Mayor Dunn and Police Chief Stephens, and if all activities associated with auto repair does not cease fines will be imposed according to the Town of Wolcott Zoning Regulations and Ordinances.

Your anticipated cooperation and assistance in this matter is deeply appreciated. If you would like to discuss this matter in greater detail please do not hesitate to contact me at the Town Hall.

Sincerely,

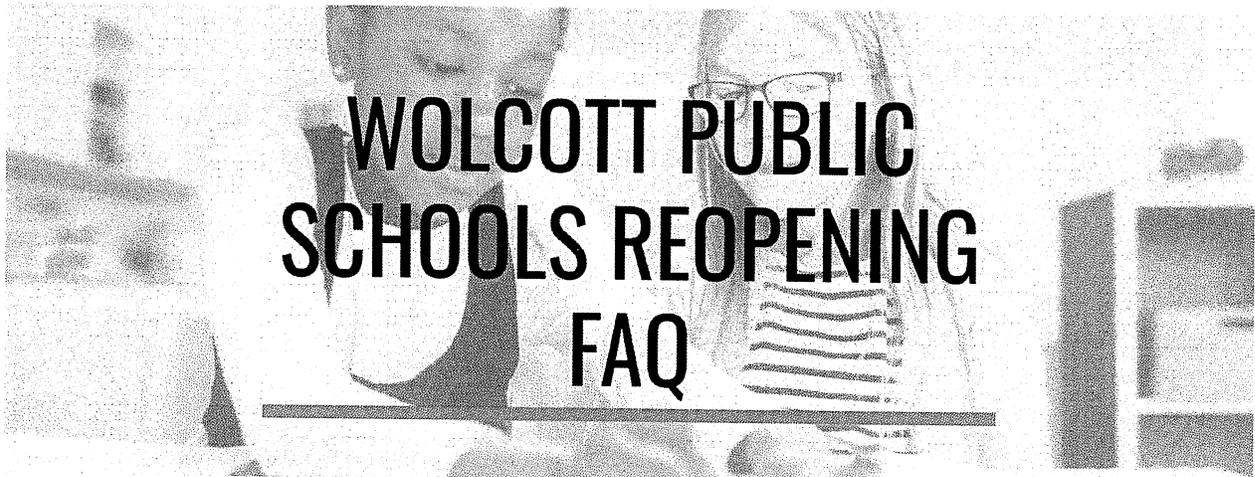
David Kalinowski  
Certified Zoning Enforcement Officer

DK/eh

Cc: Mayor Thomas Dunn  
Chief of Police Ed Stephens



This document is continually updated at: <https://sites.google.com/wolcottps.org/reopen-faq/home>



**We know and appreciate that this is a very difficult time for many parents and students. Everyone at WPS is dedicated to our students' educational experience.**

This webpage will be constantly updated as we get more information, make deeper plans, and receive more detailed guidance from the State of Connecticut. In many cases, the honest answer to some questions is "We don't know yet". I promise to be as open and transparent with you through this challenging process of reopening Wolcott's schools.

In partnership,  
Tony Gasper, Superintendent

Last updated: September 1, 2020. 9:20 AM

## Frequently Asked Questions:

- ***What will the school year look like?*** At its August 3, 2020 special meeting, the Wolcott Board of Education approved opening our schools in a hybrid format through at least Friday, October 2, 2020. This means that students will come to school on an alternating schedule and attend school twice per week in person. More detail on this below. In the first weeks of school, we will reassess our ability to safely and effectively deliver instruction and *may* choose to switch to daily attendance for some or all of our students beginning on October 5th.
- ***When will the school year begin?*** At its August 3, 2020 special meeting, the Wolcott Board of Education amended the 2020-2021 school calendar. The first day for students will be Tuesday, September 8, 2020. Delaying the start for students will allow us to provide our teachers with needed training and

preparation time for the new school protocols. The first four days of school (Sept. 8-11) will all be half days.

- ***If I am not comfortable sending my child to school at all, what are my options?*** Directives from the Connecticut State Department of Education provide for parents to temporarily keep their child home for distance learning five days per week. Parents are encouraged to ensure proper supervision of their child and to support their regular attendance and participation in the distance learning activities. Participation in distance learning is voluntary at the discretion of the parents and should not be considered a one-to-one replacement for in-class learning. Contact time, resources, and materials may be different in the distance learning version of a class compared to the in-school version. It is possible that the distance learning teacher for a particular grade will be different than the one that your child would have for in-class learning. For example, distance learning students from the same grade who would normally attend Alcott, Frisbie, and Wakelee may be grouped into the same distance learning class. The State of Connecticut will expect all schools to track attendance of students participating in distance learning. If any statewide testing is mandated this year (SBAC, SAT) students may be mandated to take these tests in person at school (unless the State approves exceptions). For the reasons stated above, we very strongly urge parents to make their decision for a full marking period. We cannot promise that if students frequently switch from distance learning to in-class learning that their learning experience will be consistent. Google Classroom will continue to be the district's primary hub for distance learning. There will be a mix of synchronous and asynchronous learning activities.
- ***What about access to technology for learning from home?*** UPDATE 8.25.2020: As one of many initiatives to make the 2020-2021 school year as safe as possible, Wolcott Public Schools will switch from a model of students sharing Chromebooks while at school to one in which all students in grades three through twelve will have the opportunity to sign out a district-owned Chromebook for the school year. Chromebooks will be assigned to all students in these grades who do not provide their own. If a student obtains his/her own Chromebook partway through the school year, the district-owned Chromebook can be returned at any time. There are three options for parents to consider: Option #1: The student uses his/her own Chromebook and assumes all responsibility for it. The device must meet the compatibility requirements. Option #2: The student signs out a district-owned Chromebook and, much like with textbooks or musical instruments, assumes responsibility for returning the Chromebook at the end of the year in good working condition. Damage or theft would be the responsibility of the student. Option #3: The student signs out a district-owned Chromebook and purchases optional

protection insurance through our third-party vendor. If the Chromebook is stolen or damaged in a way that is covered by the policy, the student files a claim with the insurance company directly. The student turns in a Chromebook in good working condition at the end of the year. *More detail will be sent home soon.*

- ***How can we all help to keep our schools safe?*** The most important step for everyone is to ensure that sick or potentially sick students and staff members stay home. We ask that parents check their children each morning before leaving the house for the symptoms of COVID-19. Details are available here: <https://www.cdc.gov/coronavirus/2019-ncov/downloads/community/schools-childcare/COVID19-k-12-school-posters-stay-home-when-sick.pdf>
- ***Can the district provide childcare for us during the hybrid days when my child won't attend?*** At this time we do not have this capability but we are researching it. Parents may reach out to the Connecticut 211 Helpline for advice on childcare if needed.
- ***When will I know on which days my child will attend school?*** UPDATE: 8.25.2020 The Group 1 and Group 2 rosters were sent home on August 20th. If you did not receive the information for your child, contact the school.
- ***What does the hybrid schedule look like specifically?*** In a five-day week, Group 1 students will attend school in person on Monday and Thursday. Group 2 students will attend school in person on Tuesday and Friday. All students will learn from home on Wednesday; aka: Flex Day. Teachers will check in with students in need of support and do follow-ups with small groups. Students and parents may also request a check-in on these days. On the days on which a student does not attend in person, we plan to live-stream the classroom to Google Classroom. We are still testing this technology and our IT infrastructure but these tests are progressing well. So, even when a student is learning from home on their "off" day, they should plan to virtually attend class at the proper time. *The first week of school will be a four-day week after the Labor Day holiday. Group 1 will attend on Tuesday and Thursday. Group 2 will attend on Wednesday and Friday (for this week only).*
- ***Are masks required for everyone?*** Updated 9.1.2020 Yes. All adults and students in grades Kindergarten through 12 are required to wear a face covering (that covers both the nose and mouth) while on the bus and at school in accordance with State health guidelines. ***(CHANGE) Pre-kindergarten students are expected to have masks with them and to wear them as much as possible. Pre-kindergarten teachers will help to teach students proper mask-wearing.*** Masks with exhaust

ports are not acceptable and multi-layer masks are recommended. Teachers will have a plexiglass divider at the front of the room and may remove their mask during direct instruction if they are behind the plexiglass barrier and more than six feet from the nearest person **but should keep their mask on as much as possible (CHANGE)**. Teachers will offer students "mask breaks" when safely possible. If a child has a legitimate medical reason why wearing a mask would be dangerous or harmful to them, the parent/guardian may present to the school principal a note from a licensed medical professional attesting to this. If a child has a medical reason for not wearing a mask, they may be asked to wear a face shield instead. **NEW:** Neck gaiters and bandanas are only considered effective face coverings if they can be folded to double or triple the thickness of the material. **NEW:** If students are physically active at outdoor recess, they may remove their masks as long as they are socially distanced. If students at recess are gathering/talking in close contact at outdoor recess, students should keep their masks on.

- **NEW as of 9.1.2020: Exemptions to the wearing of a mask/face covering will be allowed only with an appropriate and specific note from a licensed medical provider.** As per recent guidance from the CT DPH: *“The need for a medical exemption for the wearing of face coverings of the styles recommended for use in schools for source control is rare. Medical contraindications to the wearing of cloth or other similar loose fitting masks are generally limited to individuals suffering from severe chronic obstructive pulmonary disease (COPD) such as might be seen with cystic fibrosis, severe emphysema, heart failure, or significant facial burns that would cause extreme pain or interfere with the healing of a skin graft. These severe medical conditions will be rare in students or staff capable of presenting to the school for work or instruction (in most cases these individuals would not be able to move about freely without significant assistance). In addition, for anyone suffering from any of these underlying conditions, the strong recommendation would be for that person to remain at home and engage in fully virtual learning due to their risk of developing severe complications if they did become infected with COVID-19. Mild or intermittent respiratory or other common conditions such as asthma, cardiovascular diseases, kidney disease, or other similar conditions are generally not considered contraindications to the wearing of loose-fitting face coverings. Aside from medical contraindications, there may be individuals or situations where exemptions to mask wearing should be considered. For example, those with developmental disabilities may not tolerate or be able to comply well with mask wearing in schools, but this alone should not be a basis for their exclusion. Schools must assess, on an individualized basis, the appropriate*

*accommodations for students with disabilities who are unable to wear a mask.”*

- The full State guidance on mask-wearing can be seen here: <https://portal.ct.gov/-/media/SDE/COVID-19/Addendum11-Interim-Guidance-for-the-Use-of-Facemasks.pdf>
- ***Will incoming kindergarten students have an orientation?*** Yes. This is being planned now. It will look different from how it has in the past but our elementary school principals will design a program that will follow recommended safety guidelines.
- ***My child has an IEP or 504 plan. What will their services look like?*** We are focused on ensuring that students with specialized learning needs get the services specified in their plans. Each child with an IEP/504 has unique needs. If the plan can be appropriately implemented in the hybrid schedule, we will ensure that it is done with fidelity. If special accommodations are needed, your child's case manager will contact you and potentially set up a PPT meeting to discuss recommended changes.
- ***Will the hybrid schedule cause my child to miss out on half of the curriculum or to become bored by repetition?*** We are aware of this concern and we're working hard to ensure that learning continues to progress as naturally as possible. Assistant Superintendent Shawn Simpson is working with a team of experienced teachers to plan the delivery of instruction.
- ***What will happen if an adult or student in my child's school is confirmed to have COVID-19?*** We are committed to being transparent with parents while at the same time protecting the privacy of individuals' health information. If we receive notice that there is a confirmed or presumptive case of COVID-19 in one of our schools, we will immediately communicate all details to the Chesprocott Health District. Their experts will assist us with contact tracing and in designing the proper response, including whom should be notified and how. Each potential case will be different based on the level of exposure and number of children/adults affected. UPDATE 8.25.2020: The CSDE has provided guidance on this topic. We will use the state guidance in close collaboration with Chesprocott Health District. Addendum #5 to the CSDE Adapt, Advance, Achieve COVID guidelines can be found here: <https://portal.ct.gov/-/media/SDE/COVID-19/Addendum-5-Interim-Guidance-for-Responding-to-COVID-19-Scenarios-in-CT-School-Districts.pdf> UPDATE 8.28.2020: Addendum #9 from the CSDE provides further guidance on how positive cases of COVID-19 in schools will be handled. Again, all of these decisions will be made in collaboration with Chesprocott Health. <https://portal.ct.gov/-/media/SDE/COVID-19/Addendum9-Contact-Tracing-Scenarios-in-Schools.pdf>

- ***What will happen if a child or adult shows symptoms of COVID-19 while at school?*** In accordance with State health guidelines, the school nurse will assess anyone who is suspected of having symptoms of COVID-19. In these cases, the person showing symptoms will be placed in a separate room, isolated from others. Children in this room will be supervised. Arrangements will be made to transport the child or adult home as soon as possible.
- ***How will the schools and classrooms be cleaned?*** Each school and classroom will be thoroughly sanitized each evening. During the school day, custodians will constantly circulate sanitizing frequently touched surfaces and lavatories with CDC-approved cleaners. All classrooms and offices will have CDC-approved cleaning solution and paper towels available for use by students and staff members. Mechanical air circulation will be increased to the greatest extent available in each school. Filters on air handler units in each school will be upgraded as per CDC-recommendations. Classroom doors and windows will be opened as much as safely possible. Custodians' work shifts will be adjusted and overtime will be added as necessary to ensure sufficient sanitizing.
- ***Will buses run on their normal schedule and be cleaned regularly?*** Whether the district is operating in Tier 1 (*all students in school each day*) or Tier 2 (*each child attends twice per week*) school bus stops and routes will remain relatively unchanged. School buses will be thoroughly disinfected each afternoon. Common touch points will be disinfected between bus runs. All students and adults are required to wear a face covering while on the bus unless a note from a licensed medical provider has been approved by the school principal. Where possible, schools will add additional drop-off points at school to spread out the foot traffic as students enter school and at dismissal. Drop-off and pick-up will be spread across more time to lessen congestion in school hallways. Students will be asked to load the bus from back to front. Students who are the first ones on the bus will occupy the rear seats and fill the bus toward the front as more students are picked up. This will minimize students passing each other. Questions and concerns about school buses, stops, and routes should continue to be directed to All-Star Transportation: 203-879-1334, Brenda Johnson, Manager.
- ***Can I still choose to drop off and pick up my child at school?*** Yes and high school students with permission can continue to drive themselves. Each school principal will be communicating very specific instructions to parents. We anticipate higher traffic volume and we will need everyone's cooperation to keep these processes safe and smooth.
- ***How will school lunches be organized?*** Because of architectural and population differences at our school buildings, each school will implement more than one

but not all of the following safety measures: *increasing the number of lunch waves in order to reduce the number of students eating lunch at any one time; designating staggered seating at tables to increase distances; using classroom desks in cafeterias for distanced seating; using nearby spaces such as gymnasiums to increase available square footage for meals; using clear plastic dividers on lunch tables where needed.* Menu choices for school meals will be reduced. Clear plastic screens will be used throughout the kitchen and serving lines. Students must wear their face coverings while in the serving line and making their way to and from their table. Students may remove their face coverings while eating and drinking. There will be no changes in the pricing of school meals. If households need assistance with meal payments, the 2020-2021 free and reduced application is available at [www.wolcottps.org](http://www.wolcottps.org). These can be submitted by email or USPS at any point during the school year.

- ***What should I do if my family has traveled out of state?*** We strongly encourage that all students and staff members comply with State travel restrictions and self-quarantine for 14 days if returning from one of the identified states. Further information is available here: <https://portal.ct.gov/Coronavirus/travel>
- ***What will happen with sports and after-school activities?*** We are awaiting final confirmation from the CIAC about how and when sports can be offered. If sports are offered, we will work closely with other districts in the Naugatuck Valley League to implement consistent expectations. This is still being developed at this time. Non-athletic clubs and activities are suspended during the first four weeks of the school year until we can further assess our ability to do these activities safely within the health guidelines.

**Ferguson, Doyle & Chester, P.C.**

Attorneys At Law

Telephone (860) 529-4762

Facsimile (860) 529-0339

James C. Ferguson  
Brian A. Doyle  
Eric W. Chester  
James N. Demetriades

35 Marshall Rd.  
Rocky Hill, CT 06067  
office@fdclawoffice.com

August 31, 2020.

**Jarad M. Lucan**

**Via Email:jlucan@goodwin.com**

Re: David Kalinowski

Dear Attorney Lucan,

It has come to our attention that Mayor Dunn continues to attempt to illegally usurp the authority of the Planning and Zoning Commission to terminate David Kalinowski from his position as Zoning Enforcement Officer. On the agenda for Wednesday, September 2<sup>nd</sup> the following item appears on the agenda: #20-584 Mayor Dunn – Zoning Text Amendment for Regulation #52.1 regarding appointment of Zoning Enforcement Officer. This is a continuation of the impermissible interference of the Mayor and Town Council into the affairs of statutorily designated to the Planning and Zoning Commission.

As stated in my earlier letter: “Once municipality adopts provisions of chapter and establishes a zoning commission which then commences its functions in accordance with chapter, commission is not subject to interference by municipality’s legislative body; municipality’s legislative body may not substitute its judgment for that of commission in a matter involving use of municipality’s land.” 49 CS 183. Mr. Kalinowski demands that the Mayor and Town Council stop this attempt to interfere with the Planning and Zoning Commission and withdraw this proposed text zoning amendment.

It has come to our attention that the Town Attorney, Attorney Byrne, agrees with our assessment that the town should not move forward with this proposed text amendment and that said proposed amendment violates Connecticut General Statutes. (See attached) Accordingly we demand that the Mayor withdraw his proposed Zoning Text Amendment.

Finally, pursuant to the Freedom of Information Act please provide the following documents:

- A copy of application #20-584 Mayor Dunn – Zoning Text Amendment for Regulation #52.1 regarding appointment of Zoning Enforcement Officer
- Any associated text communications, emails, or other written correspondence from Mayor Dunn regarding this Text Amendment, including any drafts, revisions, or memorandums associated with it.

**Ferguson, Doyle & Chester, P.C.**

Attorneys At Law

Telephone (860) 529-4762

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Brian A. Doyle

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[office@fdclawoffice.com](mailto:office@fdclawoffice.com)

Regards,

James Ferguson, Esq.

James N. Demetriades, Esq.

CC: Mayor and Town Council



# TOWN OF WOLCOTT

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

August 27, 2020

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

**RE: 2020/2021 TRANSFERS WITHIN/BETWEEN DEPARTMENTS**

Dear Mr. Valletta:

In accordance with the provisions of the Wolcott Town Charter, I am notifying you of the following Transfer for Fiscal Year 2020/2021 contained in the Request for Transfer for the General Fund (1005).

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

Sincerely,

Susan E. Hale,  
Municipal Finance Officer

SEH/me  
Enclosures

MAYOR'S ACTION:

DATE: August 27, 2020

APPROVED BY: 

Thomas G. Dunn, Mayor  
Town of Wolcott

COUNCIL'S ACTION:

DATE: September 1, 2020

APPROVED BY: 

Chairman, Wolcott Town Council

# TOWN of WOLCOTT

## REQUEST FOR TRANSFER

DATE: 8/27/20

REQUESTOR: Finance Officer

The following budget transfer(s) is requested:

	<u>ACCOUNT NUMBER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
TO	<u>1005-4117-57330</u> Dept. - Finance	<u>CAPITAL OUTLAY-Furniture &amp; Fixtures</u>	<u>6,705.00</u>
FROM	<u>1005-4901-58394</u> Dept. - Leases	<u>MUNICIPAL LEASING - Principal</u>	<u>6,705.00</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:  
Account is not budgeted.

Transfer is needed for:  
Purchase of used office furniture for 4 employees sharing same office space. Includes 4 "L" desks with matching cabinets with doors. Layout of Finance Office did not offer enough social distancing space. These 4 employees did not previously have desks, work areas were part of partitions. Vendor on State DAS contract for used furniture.

The effect on the "from" account(s):  
No effect, excess funds in escrow account.

APPROVED TO SUBMIT TO COUNCIL Swan Hele FINANCE OFFICE USE DATE: 8/27/20



# TOWN OF WOLCOTT

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

Certified Mail  
7018 2290 0000 5291 5010

January 14, 2019

Mr. Dave Eldridge and Ms. Lori Kramarz  
50 Woodward Rd.  
Wolcott, CT 06716

Dear Mr. Eldridge and Ms. Kramarz,

This letter is a follow-up per our phone conversation on 1/14/2019 regarding the auto repair business being conducted out of property located at 50 Woodward Road. Again, the Town of Wolcott Zoning Regulations does not allow for such business to operate in a Residential Zone. During our discussion I informed you that I have pictures and a video of multiple vehicles going into the garage at 50 Woodward Road, at which time you agreed that this did happen and you also agreed to stop all activities associated with auto repair work at this location immediately.

As discussed this information will be forwarded to Mayor Dunn and Police Chief Stephens, and if all activities associated with auto repair does not cease fines will be imposed according to the Town of Wolcott Zoning Regulations and Ordinances.

Your anticipated cooperation and assistance in this matter is deeply appreciated. If you would like to discuss this matter in greater detail please do not hesitate to contact me at the Town Hall.

Sincerely,

David Kalinowski  
Certified Zoning Enforcement Officer

DK/eh

Cc: Mayor Thomas Dunn  
Chief of Police Ed Stephens

# Memo

**To:** Sue Hale  
**From:** Pam Deziel *RKD*  
**Date:** August 7, 2020  
**CC:** Mayor Dunn, Natalie Clark  
**Re:** Recommendation for Bid Award for RFP 21-01 Reappraisal and Revaluation

---

There were three bids submitted in response to the Town of Wolcott RFP 21-01 for the Reappraisal and Revaluation of all Real Property located within the Town of Wolcott for October 1, 2021.

Bid proposals were reviewed for content and compliance with all requirements included in the RFP. A weighted point system was used to evaluate each proposal by assigning a score (between 1 and 5) to each of five established categories which was then factored by each respective category's weight (listed below).

Categories	Weight
1. <u>Experience</u>	<u>25%</u>
2. <u>Staff/Team Qualifications</u>	<u>25%</u>
3. <u>Approach to Project/Cost</u>	<u>25%</u>
4. <u>Work Schedule</u>	<u>15%</u>
5. <u>Other Considerations</u>	<u>10%</u>
<b>Total</b>	<b><u>100%</u></b>

Company	Bid Amount	Company Rating
Vision Government Solutions	\$123,500	93
Tyler Technologies Inc.	\$198,100 (\$163,390 covid)	83
Municipal Valuation Services, LLC	\$95,000	76

Listed below is a synopsis of each responsive proposal submitted.

### Vision Government Solutions

The highest rated response; excelling in the following areas:

- Experience – familiarity with Wolcott (conducted our 2011 & 2016 revals), long list of satisfied Connecticut municipal clients
- Excellent staff & team qualifications – key personnel assigned to project are highly qualified and worked on our 2011 and/or 2016 revals
- Excellent overall proposed work schedule
- Highest rating for proposal presentation and public information program
- 2<sup>nd</sup> highest cost per parcel – (for limited inspections plus images proposal)

## **Tyler Technologies Inc.**

The second highest rated response:

- Experience – long list of Connecticut municipal clients
- Good overall proposed work schedule
- Good overall approach to project – (with exception of specifics regarding inspection criteria and quality control not provided)
- Good staff experience – Missing Data Collector Information
- Poor rating for other considerations – Subject of ongoing lawsuits brought by former clients; CAMA licensing software concerns which may affect utilization of proprietary software. Recent clients reported dissatisfaction with firm's performance/need to correct sketches.
- Highest cost per parcel - (for limited inspections plus images proposal)

## **Municipal Valuation Services LLC**

The third rated response:

- Marginal Experience – short client list; small company with limited staff and prior & current revaluation projects included limited scope (hybrid/data mailer only). Concentration in fee appraisal as opposed to mass appraisal.
- Excellent overall proposed work schedule
- Excellent staff for commercial appraisal – Unknown for residential appraisal (given 4 overall)
- Average/Fair approach to project – No specific approach provided to meet towns' requirements including printing of field/street cards.
- Average/Fair rating for other considerations – Limited exposure to V8 CAMA software. On page 9 of their proposal they state "*Our revaluation experiences with municipalities similar in scope to Wolcott includes Simsbury and Torrington which were both completed on eQuality CAMA.* The Town of Wolcott is not similar to either Simsbury or Torrington. Mr. Kerin and Mr. Fazio worked with eQuality on Wolcott's 2006 Revaluation and should know the makeup of the town.
- Lowest cost per parcel - (for limited inspections plus images proposal)
- This is a company that I would use for Commercial Real Estate Appeal Litigation.

## **RECOMMENDATION**

After a thorough evaluation process, I recommend the bid be awarded to Vision Government Solutions. While other respondents offered good overall proposals, Vision Government Solutions can provide the required services at a competitive cost. Based on their proposal and experience, Vision Government Solutions offers the best value in support of the town's revaluation needs.

I recommend Vision's revaluation proposal with limited inspections and photos for an overall cost of **\$123,500**.

August 7, 2020

**TYNAN & IANNONE**

*Attorneys at Law*

250 Wolcott Road  
Wolcott, Connecticut 06716-2634

WILLIAM F. TYNAN  
MARK IANNONE  
BRIAN TYNAN  
CLIFFORD COMERFORD

August 17, 2020

TELEPHONE  
(203) 879-1431  
FAX  
(203) 879-9152  
tilawct.com

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

**RE: Contract with Vision Appraisals for 2021 Revaluation**

Dear Chairman Valletta and Members of the Wolcott Town Council:

I understand that the Wolcott Assessor has requested to put the contract for the 2021 revaluation before the Town Council. I have had the opportunity to meet with the Town Assessor, Pamela Deziel, at length regarding the proposals from Vision Government Solutions Inc., Municipal Valuation Services LLC and Tyler Technologies Inc. I would concur with Ms. Deziel's preference to award the contract with Vision Government Solutions. I understand that a recent bid opening has been performed with potential bidders. Based upon my meeting with the Assessor, I believe that the Municipal Finance Officer is going to award the bid to Vision Government Solutions. Vision had been awarded the last revaluation approximately six years ago and the Town has been happy with the work performed by Vision.

As with the last contract Vision Appraisal Services is \$74,600 less than Tyler Technologies but is \$28,500 more than Municipal Valuation Services.

I have been happy as a private attorney with the product supplied by Vision Government Solutions not only in Wolcott but with other towns in Connecticut. Vision has a very good reputation and while not the lowest bidder here, I believe that it makes the most sense to go with Vision Government Solutions for the next revaluation. I feel very comfortable with Vision going forward on behalf of the Town.

Very truly yours,



Brian Tynan

BT/kah

# CONTRACT

FOR THE COMPLETE REAPPRAISAL AND REVALUATION  
OF  
ALL TAXABLE AND EXEMPT REAL PROPERTY  
LOCATED WITHIN THE CORPORATE LIMITS  
OF  
THE TOWN OF WOLCOTT, CONNECTICUT  
EFFECTIVE OCTOBER 1, 2021

This agreement (the "CONTRACT"), made and concluded this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between the TOWN OF WOLCOTT, which Town is a municipal corporation located in the County of New Haven and State of Connecticut, herein after called "TOWN", acting by and through its MAYOR, Thomas Dunn, having been so duly authorized, and \_\_\_\_\_ having its principal place of business in \_\_\_\_\_, hereinafter called the "CONTRACTOR" (whether corporation, individual partnership or other entity).

WHEREAS, the TOWN, through its ASSESSOR, plans to undertake a complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN, for the Grand List of October 1, 2021 and to engage the CONTRACTOR for this PROJECT, and

WHEREAS, the CONTRACTOR is to assist the ASSESSOR in making such reappraisal and revaluation, representing that the CONTRACTOR is experienced and qualified to carry on such work, and is familiar with the recognized appraisal practices and with the standards required for determining ad valorem values for local property assessment purposes; and

NOW, THEREFORE, the TOWN and the CONTRACTOR, for the consideration and in accordance with the terms and conditions hereafter set forth, hereby agree as follows:

## 01. DEFINITIONS

- a. ASSESSOR: The word "ASSESSOR" shall mean the duly appointed Assessor of the Town of Wolcott.
- b. CONTRACT SPECIFICATIONS or SPECIFICATIONS: The terms "CONTRACT SPECIFICATIONS" or "SPECIFICATIONS" shall mean all specifications or instructions which have been attached to and made a part of this CONTRACT between the TOWN and the COMPANY and any addenda thereto.
- c. PROJECT: The word "PROJECT" shall mean the reappraisal and revaluation of all taxable real property and all exempt real property within the corporate limits of the Town of Wolcott.
- d. COMPANY: The word "COMPANY" means any person firm, corporations, association or other entity performing the revaluation work under CONTRACT.
- e. CONTRACTOR: The word "CONTRACTOR" shall mean and shall be used interchangeably with the word "COMPANY".
- f. TOWN: The word "TOWN" shall mean the Town of Wolcott, Connecticut.
- g. CGS: The abbreviation "CGS" shall mean Connecticut General Statutes.
- h. CAMA: The abbreviation "CAMA" shall mean Computer Assisted Mass Appraisal.

**02. The CONTRACTOR hereby represents, warrants and covenants to the TOWN as of the date hereof the following:**

- a. 1. The CONTRACTOR is a corporation duly organized and existing under the laws of the State of Connecticut or, if not a corporation,
  - 2. The CONTRACTOR is an individual, partnership or other entity having its principal place of business \_\_\_\_\_ in \_\_\_\_\_.
- b. 1. The undersigned representative of the CONTRACTOR has been authorized and empowered to execute this CONTRACT by a Resolution of the CONTRACTOR'S Board of Directors dated \_\_\_\_\_ or if the CONTRACTOR is not a corporation,
  - 2. The undersigned is authorized and empowered to execute this CONTRACT in behalf of the CONTRACTOR by virtue of the undersigned's relationship to the CONTRACTOR.
- c. The CONTRACTOR is experienced in mass revaluation of real property and is familiar with recognized appraisal practices and with the standards required for determining ad valorem values for local property tax purposes, and the CONTRACTOR and its agents and employees are qualified to perform the duties contemplated under the CONTRACT.

Additionally, the CONTRACTOR is experienced in Computer Assisted Mass Appraisal revaluation and the CONTRACTOR and its agents and employees are qualified to perform all those duties related to a computerized revaluation.
- d. The CONTRACTOR holds and will maintain in effect during the term of the CONTRACT, a currently valid Connecticut Revaluation Company Certification, pursuant to Section 12-2c of the Connecticut General Statutes.
- e. There are no actions, suits, proceedings or investigations pending or threatened against or affecting the COMPANY, at law or in equity, that have been initiated by any state or political subdivision for which the CONTRACTOR is performing or has performed revaluation services during the past five (5) years, except for any such actions, suits, proceedings or investigations listed and described in writing by the CONTRACTOR on an exhibit executed by the undersigned and attached to and made a part of the COMPANY'S PROPOSAL and this CONTRACT.
- f. No statement of fact made by or on behalf of the CONTRACTOR in this CONTRACT, in the CONTRACT SPECIFICATIONS, or in any certificate or exhibit furnished to the TOWN pursuant hereto contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.
- g. The CONTRACTOR understands all the terms and conditions of the CONTRACT document sometimes herein referred to as the "CONTRACT" which shall consist of the following:
  - 1. Contract
  - 2. Contract Specifications
  - 3. Town of Wolcott General Conditions and Instructions To Bidders

**03. EMPLOYMENT OF THE CONTRACTOR**

The TOWN hereby engages the CONTRACTOR for the purpose of making a revaluation of all real property in the TOWN, and the CONTRACTOR hereby agrees to assist the ASSESSOR in making that complete reappraisal and revaluation of all real property located within the corporate limits of the TOWN and to perform all activities and furnish all the records, materials, forms, supplies and

systems required by and in complete accordance with the CONTRACT and all CONTRACT SPECIFICATIONS.

All such labor, records, materials, forms, supplies and systems utilized in this PROJECT shall conform to and be carried out in accordance with the requirements of the Secretary, Office of Policy and Management, the Connecticut General Statutes, changes to the CT General Statutes in 2006 via Public Act 06-148, and Regulations of Connecticut State Agencies pertaining hereto, Special Acts, ordinances and agreements of the TOWN, pertinent court decisions of all applicable courts in effect as of October 1, 2021 and shall be subject to the direct supervision and approval of the ASSESSOR of the TOWN OF WOLCOTT.

The CONTRACTOR agrees to take all necessary steps to ensure that the complete reappraisal and revaluation of all taxable real, non-taxable real property located within the corporate limits of the TOWN meets or exceeds all requirements for certification as set forth in the Performance Testing Standards, set forth by the Office of Policy and Management.

CONTRACTOR agrees to provide preliminary Performance Testing Standards reports and a final Performance Testing Standards report as requested by the ASSESSOR.

#### **04. GOOD FAITH**

The CONTRACTOR shall, in good faith, use its best efforts to assist the ASSESSOR in determining accurate and proper market valuations, and shall not undervalue or overvalue any land, building or other improvement to avoid or minimize its responsibilities specified herein.

#### **05. COMMENCEMENT AND COMPLETION DATES**

- A. The CONTRACTOR agrees to commence the work on or before September 8, 2020. Under no circumstances shall the CONTRACTOR begin work on this PROJECT until the CONTRACT for this PROJECT shall have been signed by both parties and until the TOWN has issued written notice to proceed.
- B. The CONTRACTOR agrees to complete the work through the informal public hearings and delivery of all finalized records and appraisals and the updated CAMA data base on or before January 7, 2022.
- C. The CONTRACTOR agrees to adhere to the time schedule for the revaluation PROJECT as set forth in the CONTRACT SPECIFICATIONS. Time shall be of the essence.
- D. The CONTRACTOR shall be subject to liquidated damages as set forth in Item 15.

#### **06. TRANSFER, ASSIGNMENT AND SUBLETTING OF CONTRACT**

The CONTRACTOR agrees that it shall not transfer, assign or sublet the CONTRACT, or any part therein, or any interest therein without first receiving prior written approval from the TOWN, and further agrees that any such assignment or transfer without prior written approval of the TOWN shall in every case be null and void, and further agrees that any such approval, if given, by the TOWN shall not release the CONTRACTOR from any responsibility or liability as set forth in this CONTRACT and CONTRACT SPECIFICATIONS.

Nothing contained in this CONTRACT or CONTRACT SPECIFICATIONS shall be deemed to create any contractual relationship between any subcontractor and the TOWN.

#### **07. SEVERABILITY**

In the event that any part of any clause or provision of the CONTRACT or CONTRACT SPECIFICATIONS is judicially determined to be unenforceable, it shall be deemed severable from

the remainder of that clause or provision, and such remainder shall be binding upon the parties to this CONTRACT.

#### **08. WAIVER**

No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the CONTRACT or CONTRACT SPECIFICATIONS, nor shall it prohibit the TOWN from future exercise of any such right.

#### **09. CONTRACT PRICE**

The TOWN agrees to pay to the CONTRACTOR the total sum of \$\_\_\_\_\_ as compensation for the CONTRACTOR'S services to be performed and the records, materials, forms, supplies and systems to be furnished by the CONTRACT. The sum described in the preceding sentence represents the final and complete price for all services, items and systems furnished by, and expenses incurred by, the CONTRACTOR pursuant to this CONTRACT and to the attached CONTRACT SPECIFICATIONS. The CONTRACTOR and the TOWN agree that the methods of billing and payment schedule shall be as set forth in the CONTRACT and CONTRACT SPECIFICATIONS, including fiscal year limitations.

#### **10. PERIODIC PAYMENTS**

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown on page 8 Item I.

The TOWN, upon determination by the ASSESSOR that the certification of CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations, requirements, and litigation under the contract. The retained ten (10%) percent of the contract price is to be paid upon the completion of work of the Board of Assessment Appeals on the October 1, 2021 Grand List in accordance with provisions of this CONTRACT.

This CONTRACT makes provisions for a reduction of the performance bond to 10% of the CONTRACT PRICE so as to ensure the defense of any appeals resulting from the revaluation work.

#### **11. FISCAL YEAR LIMITATIONS**

The CONTRACT PRICE shall be paid in the 2020/2021 and 2021/2022 TOWN Fiscal Years according to the provisions of this CONTRACT and subject to the appropriation of the necessary funds by the TOWN'S fiscal authority.

The CONTRACTOR shall incur no cost in any fiscal year in excess of that year's annual appropriation plus the balance of prior years' unexpended appropriations.

**12. BONDING**

To secure the faithful performance by the CONTRACTOR of the terms of this CONTRACT, the CONTRACTOR shall furnish to the TOWN, a Performance Surety Bond or Letter of Credit, in the amount of this CONTRACT, which bond shall be issued by an admitted bonding company licensed to do such business in the State of Connecticut with a minimum A.M. Best Company rating of A+ or one acceptable to the TOWN.

Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to and approved by the TOWN'S Attorney.

It is understood and agreed that upon completion of approved delivery to the TOWN of the revaluation, that the performance bond shall be reduced to 10% of the value of the contract to cover the defense of all appeals. This reduced amount of bond shall become effective after the revaluation has been completed and has been approved by the ASSESSOR and after the completion of the duties of the Board of Assessment Appeals. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals (either pursuant to 12-117a or 12-119 of the Connecticut General Statutes as from time to time revised) as taken from the doings of the Board of Assessment Appeals on the list of October 1, 2021.

**13. INSURANCE**

All insurance companies shall have the duty to defend the TOWN against all liability or property damage claims arising from the conduct of the CONTRACTOR and/or its agents or employees.

The Town reserves the right to waive any insurance requirement if it is deemed in the best interest of the Town.

CONTRACTOR shall, at its own expense, provide and keep in force:

A. Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

Bodily injury by accident-	\$100,000 each accident
Bodily injury by disease-	\$500,000 disease/policy limit and,
Bodily injury by disease-	\$100,000 each employee

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.

B. Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$3,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

C. During the term of the contract, CONTRACTOR shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

\$3,000,000- General Aggregate
\$1,000,000- Product-Completed Operations Aggregate

\$1,000,000- Personal and Advertising Injury  
\$1,000,000- Each Occurrence  
\$ 50,000- Fire Damage/Fire  
\$ 5,000- Medical Expense/Person

The TOWN must be named as an additional Insured on the policy.

- D. Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

The TOWN must be named as an additional Insured on the policy.

Copies of Insurance Certificates must be on file with the Town of Wolcott Finance Office prior to the commencement of work.

- E. Patent/Copyright Liability: CONTRACTOR shall save the TOWN harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The TOWN must be named as an Additional Insured on the policy.

#### **14. BANKRUPTCY, RECEIVERSHIP, INSOLVENCY**

If the CONTRACTOR does not pay its debts as they shall become due, or if a receiver shall be appointed for its business or its assets and not voided within sixty (60) days, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or otherwise, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or bankrupt, then, and forthwith thereafter, the TOWN shall have the right at its option and without prejudice to its rights there under to terminate the CONTRACT and withhold any payments due.

#### **15. LIQUIDATED DAMAGES**

All completion dates set forth in these specifications are mandatory. Time is of the essence in regards to the completion of this revaluation project. The TOWN is subject to State-mandated penalties imposed by the Office of Policy and Management if statutory deadlines are not adhered to. Therefore, the CONTRACTOR guarantees that it can and will complete the work not later than the dates specified herein or within the time as extended by the ASSESSOR. Inasmuch as the damage and loss to the TOWN which will result from the failure of the CONTRACTOR to complete the work within the stipulated times will be most difficult or impossible to accurately assess, the damages to the TOWN for such delay and failure on the part of the CONTRACTOR shall be liquidated in the sum of One Thousand Dollars (\$1,000.00) each calendar day (Sundays and holidays included) by which the CONTRACTOR shall fail to complete the work or any part thereof in accordance with the provisions hereof and such liquidated damages shall not be considered as a penalty. The TOWN shall deduct and retain out of any money due to become due hereunder, the amount of the liquidated damages, and in case those amounts are less than the amount of liquidated damages, the CONTRACTOR or its surety shall be liable to pay the difference upon demand by the TOWN.

In the event the surety is required to perform the obligations of the CONTRACTOR pursuant to the performance bond liquidated damages shall continue to accrue in favor of the TOWN until the work contemplated by this CONTRACT is completed.

Delays occasioned by war, strike, explosion, acts of God, an order of court or other public authority are excepted.

## **16. STANDARDS OF SERVICE**

The CONTRACTOR, shall, at all time, act in good faith and use its best efforts to provide high quality services to assist the ASSESSOR in determining accurate property valuations and shall not undervalue any land, building or other property to avoid or minimize its responsibilities under this CONTRACT or

## **21-01 CONTRACT SPECIFICATIONS.**

## **17. CONTRACT PROVISIONS**

This CONTRACT is entered into and is subject to provisions of the Charter and Ordinances of the Town of Wolcott, the Regulations and Policies of the Town of Wolcott and all applicable State and Federal laws.

The CONTRACTOR shall keep himself fully informed of all laws as aforesaid, existing or future.

## **18. LEGAL VENUE**

Legal venue shall lie exclusively in the Judicial District of Waterbury, State of Connecticut.

## **19. SECTIONS OF CONTRACT**

The heading or titles of any section, subsection, paragraph, provision or part of the CONTRACT or CONTRACT SPECIFICATION shall not be deemed to limit or restrict the content, meaning or effect of such section, subsection, paragraph, provision or part.

## **20. MODIFICATION OF CONTRACT**

Except as otherwise expressly provided herein, the CONTRACT may not be modified or terminated except in writing signed by the parties hereto.

## **21. INDEMNIFICATION AND CONDITIONS**

- A. The CONTRACTOR is an independent contractor and, as such, is not and shall not be construed to be an agent or employee of the Town of Wolcott. The CONTRACTOR further agrees to indemnify, hold harmless and defend the TOWN at the CONTRACTOR'S expense from and against any and all liability for loss, damage or expense for which it may be held liable by reason of injury, including death, to any person or damage to any property arising out of or in any manner connected with the operations to be performed under this CONTRACT, or costs and expenses for, or on account of any patented or copyrighted equipment, materials, articles or processes used in the performance of this CONTRACT.
- B. Upon execution of this CONTRACT and thereafter no less than fifteen (15) days prior to the expiration date of any insurance policy delivered pursuant to this Contract, the CONTRACTOR shall deliver to the TOWN a certificate(s) of insurance to show compliance with the specifications.
- C. Each policy of insurance shall be issued by financially responsible insurers, duly licensed to do business in the State of Connecticut. The insurers shall be reasonably acceptable to the TOWN and shall have an A.M. Best Company rating of A+ or one acceptable to the TOWN.

- D. Each policy of insurance shall include a waiver of subrogation in favor of the TOWN and shall provide no less than thirty (30) days notice to the TOWN in the event of a cancellation or change in conditions or amounts of coverage.
- E. The CONTRACTOR will promptly notify the TOWN of any claim or case formally brought against the CONTRACTOR.

## **22. MISREPRESENTATION OR DEFAULT**

The TOWN may void this agreement if the CONTRACTOR commits fraud, forgery or misrepresents in any way project completion, or has materially misrepresented any offering or defaults on any contract with a Connecticut municipality.

## **23. TERMINATION**

If the CONTRACTOR fails to perform the CONTRACT in accordance with its terms, or if the TOWN reasonably doubts that the CONTRACTOR'S work is progressing in such a manner as to ensure compliance with the schedule of completion dates set forth in the CONTRACT SPECIFICATIONS and any addendum thereto, the TOWN shall have the right, in addition to all other remedies it may have, upon seven (7) days written notice to the CONTRACTOR and its surety bonding company, to declare the contract in default and thereby terminated, and to award the PROJECT or the remaining work thereof, to another contractor.

If this termination clause is invoked, the CONTRACTOR'S agents and employees shall, at the ASSESSOR'S direction vacate in an orderly fashion the office space provided by the TOWN, leaving behind all records, properly filed and indexed, as well as other property of the TOWN.

Any funds held by the TOWN under the CONTRACT shall become the property of the TOWN to the extent necessary to reimburse the TOWN for its costs in obtaining another contractor and supervising the transition.

Termination of the CONTRACT and retention of funds by the TOWN shall not preclude the TOWN from bringing an action against the CONTRACTOR for damages or exercising any other legal, equitable, or contractual rights the TOWN may possess in the event of the CONTRACTOR'S failure to perform.

## **01. LITIGATION**

In the event of appeal to the courts pursuant to either Section 12-111 or 12-119 of the Connecticut General Statutes (as amended from time to time), the CONTRACTOR shall furnish a competent appraiser or appraisers, who actually performed appraisal work on this PROJECT or such other person or persons acceptable to the ASSESSOR, to defend the valuation of the properties appraised. Any such witness is subject to the approval of the ASSESSOR and the Town Attorney.

It is understood that the CONTRACT price shall include the cost of two (2) person days for court defense and/or preparation for the TOWN.

It is further understood that the CONTRACTOR will bill for any services requested by the ASSESSOR for court defense and/or preparation in excess of two (2) person days at a rate per person of no greater than \$900.00 (nine hundred dollars) per day. A single person day shall be defined as seven (7) hours.

The CONTRACTOR shall cooperate with the TOWN at the TOWN'S place of business, by providing assistance, any necessary documentation or narrative appraisal reports, to fully explain or defend valuations determined in this PROJECT. The CONTRACTOR shall maintain accurate records of preparation time. That preparation time shall be subject to the reasonable control of the TOWN. If an action arises to revoke the REVALUATION of the October 1, 2021 Grand List in the TOWN OF WOLCOTT, the CONTRACTOR shall provide competent witnesses to defend the REVALUATION as no cost to the TOWN.

The CONTRACTOR shall not be held responsible for any assessments changed from the original revaluation figure by parties other than the CONTRACTOR, unless the figure determined by the CONTRACTOR was unreasonable, insupportable or clearly erroneous in the opinion of the ASSESSOR.

**IN WITNESS WHEREOF**, THE TOWN OF WOLCOTT, Connecticut by its duly authorized representative, and the CONTRACTOR, by its duly authorized representative, have hereunto subscribed their names this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

IN THE PRESENCE OF:

TOWN OF WOLCOTT, CONNECTICUT

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Mayor

COMPANY

BY: \_\_\_\_\_

Approved as to Form and Correctness:

\_\_\_\_\_  
Town Attorney

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



# TOWN OF WOLCOTT

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

August 27, 2020

TO: Mayor Thomas G. Dunn  
FROM: Susan E. Hale, Municipal Finance Officer

RE: Lease Financing Bid #21-02

Please be advised the lease financing has been awarded to BciCapital. We received two (2) bids – BciCapital and Clayton Holdings, LLC. BciCapital was the low bidder for total leasing cost. The interest rate is 1.58% and the savings to the Town over the lease term is \$912.

We are working with BciCapital to have completed documents for the September 15, 2020 Town Council meeting. The lease documents will be forwarded to Town Attorney Brian Tynan for review prior to the September 15<sup>th</sup> meeting. The lease will finance the purchase of the 2021 Freightliner 114SD Truck for the Public Works Department that was approved at the last Council meeting.

/seh

CC: Town Council Members  
Brian Tynan, Town Attorney  
Finance/Sue/Mayor Lease Finance Letter - MASTER