

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting @ 7PM
Thursday, October 6, 2016
Colchester Town Hall
Meeting Room 1**

RECEIVED
COLCHESTER, CT
2016 OCT -3 AM 11:29

1. Call to Order
2. Additions to the Agenda
3. Approve Minutes of the September 15, 2016 Board of Selectmen Meeting
4. Approve Minutes of the September 20, 2016 Tri-Board Meeting
5. Citizen's Comments
6. Presentation by CT Center for Advanced Technology
7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
 - a. Open Space Advisory – Mary Stevens possible reappointment for a three-year term to expire on 10/1/2019
8. Budget Transfers
9. Tax Refunds & Rebates
10. Discussion and Possible Action on Pavilion Rental Fee Increase
11. Discussion and Possible Action on Updates to Sport League Field Use and Endorsement Policy
12. Discussion and Possible Action on Sponsorship Opportunity for the Holiday Arches
13. Discussion and Possible Action on Langan Engineering Demolition Monitoring Services-Norton Mill
14. Discussion and Possible Action on Norton Mill-Nature Conservancy Access and Indemnity Agreement
15. Discussion and Possible Action on Associated Building Wreckers-Demolition & Remediation Services-Norton Mill
16. Discussion and Possible Action on Proposed Security Camera System Policy
17. Discussion and Possible Action on Proposed Renewable Contracts and Grants Policy
18. Citizen's Comments
19. First Selectman's Report
20. Liaison Reports
21. Adjourn



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, September 15, 2016
Colchester Town Hall @7pm



MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman John Jones

MEMBERS ABSENT: Selectman Stan Soby

OTHERS PRESENT: CFO M Cosgrove, Director of PW J Paggioli, Tax Collector M Wyatt, Town Planner R Benson, BOE R Goldstein and B Bernier, K Jackson, T Tyler, J Ford and Clerk T. Dean

1. Call to Order

First Selectman A Shilosky called the meeting to order at 7:00 p.m.

2. Additions to the Agenda

R Coyle asked that agenda item #11 WJJMS Building Project Workshop Update be moved to #7, renumber remaining items.

R Coyle moved to move the agenda as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

A Shilosky asked that agenda item #10 Discussion and Possible Action on Appropriation from Vehicle Reserve for the Senior Center Minivan be changed to read, Discussion and Possible Action on Authorizing the Expenditures of funds from Vehicle Reserve for the Senior Center Minivan

R Coyle moved to change agenda item #10 as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

3. Approve Minutes of the September 1, 2016 Board of Selectmen Meeting

J Jones moved to approve the Regular Board of Selectmen meeting minutes of September 1, 2016, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

4. Approve Minutes of the September 12, 2016 Special Selectmen Meeting

J Jones moved to approve the Special Board of Selectmen meeting minutes of September 12, 2016, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

5. Citizen's Comments – none

6. Boards and Commissions – Interviews and/or Possible Appointments and Resignations
a. Economic Development Commission – James Ford possible reappointment for a five-year term to expire on 10/31/2021

R Coyle moved to reappoint James Ford to the Economic Development Commission for a five-year term to expire on 10/31/2021, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

b. Youth Services Advisory Board – Virginia Streppa resignation

D Mila moved to accept the resignation, with regret, of Virginia Streppa from the Youth Services Advisory Board, seconded by J Jones. Unanimously approved. MOTION CARRIED.

c. Police Commission – Steven Caron resignation effective 11/1/2016

R Coyle moved to accept the resignation, with regret, of Steve Caron from the Police Commission effective 11/1/2016, seconded by J Jones. Unanimously approved. MOTION CARRIED.

7. WJJMS Building Project Workshop Update

T Tyler, Building Project Committee Chair, stated that the Board of Selectmen don't approve specs, but A Shilosky asked that the Board be briefly updated on the project by Tecton regarding the plans and specs. Tecton design team presented.

8. Budget Transfers - none

9. Tax Refunds & Rebates

D Mizla moved to approve tax refund in the amount of \$9.93 to Rossi Law Offices LTD, \$2807.81 to Mascaro Landscaping LLC, \$27.00 to Steven Purcell, \$336.61 to Cara and Kathryn Pianta, \$81.98 to John Legato, \$27.73 to William and Andrea Phinney, \$104.32 to Beth Tredor, \$38.11 to David Yacono, \$432.74 to Michael Olearnick, \$62.59 to Raymond Hastings, \$83.12 to Steven Lowe, \$8.50 to Vaughn Evans, \$6.19 to James Gerent, \$18.70 to John McGrath, \$195.97 to Jaclyn Nagel, \$3279.55 to Ronald and Sandra Barkyoumb, \$5.87 to Mark OMalley, \$5.13 to Patrick Belanger, \$354.27 to United Leasing Inc., and \$14.53 to Rossi Law Offices LTD, seconded by R Coyle. Unanimously approved. MOTION CARRIED

10. Discussion and Possible Action on Authorizing the Expenditures of Funds from Vehicle Reserve for the Senior Center Minivan

R Coyle moved that the Board of Selectmen, subject to Board of Finance approval, authorize the expenditure of funds \$27,720 from the Vehicle Reserve Fund for a replacement mini-van for the use of Senior Center, seconded by J Jones. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Park Place Subdivision Bond Reduction

D Mizla received confirmation from Town Planner R Benson that the information was provided by the contractor and reviewed by the Town Engineer, based on work done to date.

D Mizla moved that the Town of Colchester release \$366,900 of the Public Improvements cash bond to Park Place Holdings for the Park Place Subdivision as recommended by the Town Engineer, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Reorganization of the Finance Department

R Coyle asked the CFO to explain each position as it stands now, including hours currently worked and how each will look after the reorganization. R Coyle also asked the CFO the reasoning and current budget funding to justify the additional staff requests. CFO stated that the addition of two staff members and increase in pay falls about \$800 over what is currently budgeted. All staff in the Finance Dept. will be paid for by both Town and BOE budgets. Discussion took place regarding the addition of the PT Clerk position and the basis for adding such position. The CFO stated that she does not see the PT position as an ongoing position in the future. She also stated that the next budget season will be flat for salaries, aside from contractual increase.

D Mizla moved to approve the Memorandum of Agreement with the Town Hall Union as presented, and authorize the First Selectman to sign all documents. Approval of the job descriptions for the Town Hall Union positions – Payroll & A/P Manager, and Payroll & A/P Assistant, and non-union part-time position – Finance Dept. Clerk, as presented, and to move going forward with the Finance Dept. reorganization as presented, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on 235 Lebanon Avenue

The Tax Collector explained the past and current situation at 235 Lebanon Ave that led to the three options in the memo to the Board. Correspondence was handed out to the Board regarding the background of the housing situation (attached). After discussion, the Board agreed option #2 was the best option.

J Jones moved that the town to go forward with option two, sell as is, as presented by the Tax Collector, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

14. Discussion and Possible Action on Tentative Agreement with Library Employees Union Local 1303-448

J Jones moved to approve the Successor Contract of Agreement with Library Local 1303-448 Union and authorize the First Selectman to sign successor contract, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

15. Discussion on IT Backup Plan

A Shilosky stated that S Soby recommended this company to look into as a backup for when the full-time IT person is unavailable. The Board would like to have the company CAT present at a future BOS meeting.

16. Citizens Comments- none

17. First Selectman's Report

Remediation underway at the house at Norton Mill. Injured person from the fire on Mill St. is doing well. The name of the person that passed away at this fire has not been released.

18. Liaison Reports

J Jones reported on Conservation Commission – Park Place cancelled their plans for a sidewalk.

R Coyle reported on Commission on Aging – report attached
Charter Review – Comments and Questions from the Commission were discussed (attached)
Senior Center Subcommittee – Referendum passed for the purchase of 95 Norwich Ave.

D Mizla reported on Park & Recreation Commission – approved proposed picnic pavilion rental policy and fee, goes next to the BOS for approval. 57 Fest on 9/2, need more sponsors and volunteers. Summer camp reached record numbers for campers.
Board of Education – discussed school openings, all went well. PTO gave a donation towards the 10 year celebration at CES. Board approved a Consent Agenda which will be tested next month. Students from Norwich are fitting in well and state they like Bacon Academy.

19. Adjourn

R Coyle moved to adjourn at 8:37 p.m., seconded by J Jones. Unanimously approved. MOTION CARRIED.

Attachment: Tax Collector Memorandum re 235 Lebanon Ave
Commission on Aging report
Comments and Questions from Charter Revision Committee

Respectfully submitted,

Tricia Dean, Clerk

MEMORANUM

Date: September 7, 2016

SUBJECT: Discussion and decision to move forward with the sale of 235 Lebanon Ave

From: Michele Wyatt
Colchester Tax Collector

The Town of Colchester thru the Courts judgment of Strict Foreclosure has acquired the house on 235 Lebanon Ave. Per legal advice; a house inspection took place August 22, 2016 at 10:00am. During this inspection it was deemed the building not habitable. The health department was called and concurred.

We need to move forward on the sale of this property and re-coup what we can. Here are three options for consideration:

OPTION 1: Clean out the house and put it on the market and hope that we could get close to what it was appraised back June 2016. I received three quotes to clean the house and throw everything left inside away. All 3 quotes are about \$18,000 which the town would have pay for at this time. Because of the condition of the house we do not know what we are getting into. There is floor damage, walls have unknown stains on them and there are ceilings that are falling down. In speaking some local realtors there is concern over the sale of this house.

Option 2: Sell it as is – with the contents inside. There has been a lot of interest coming forward on to us on this house. If this option was chosen we would only have to ask for sealed bids and it would be awarded to the highest bidder. The advantage of this option is it gets this piece of property off the town records and back onto the tax list. This would be a quick turnaround.

Option 3: Tear down the house and sell the land. I have some questions and concerns regarding this option and have asked the Tax Assessor to meet with me to go over his thoughts.

I have spoken with two realtors and calling a third today for RFP's from them. On the proposal I have asked them to identify what they think we could market it for as is and what it could be marketed for if we spent the additional funds to clean it out. So far the two realtors I spoke to stated that it doesn't really matter if the house is cleared out. Proposals are expected to be in by Wednesday September 14th.

I am available at any time for any additional questions or concerns you have on this issue.

COA Meeting-September 12, 2016

Referendum vote on Tuesday, September 13th, polls open at Town Hall.

Golf Tournament Fundraiser yielded \$5,046.77. Luke Hajdasz has been responsible for a total of \$14,799.08 donated to the senior center.

Louise Plocharczyk retired on September 2nd with a wonderful celebration of her years of service. Thank you, Ellie, for representing the CoA and giving a beautiful monogrammed frame to Louise as a token of appreciation for her years of service. We have extended an offer of employment to fill the vacancy and she has a start date of September 26th.

September is National Senior Center Month, and this year's theme is "Find Balance at Your Center."

Our new 14 passenger bus was delivered.

Becky Sullivan was married on Saturday, so her new name is Becky Sullivan-Kowalzyk.

Liz Shilosky is organizing a team for the "Memory Walk" for Alzheimer's. "Forget-Me-Nots" are on sale in the Dining Room, as a fundraiser. Making Memories Program is now full with 12 participants.

Renters' Rebate Program will be ending for the season on October 1st. Energy Assistance appointment will begin on September 21st.

Programs:

- I Can't Remember-When Forgetfulness Becomes Serious) 8/9
- 3rd Annual CSC Golf Tourney 8/12 & 13
- Trip Presentation for Steamboatin' on the Mississippi 8/15
- USO Show & Luncheon 8/16
- Insurance Lunch & Learn with Liberty Mutual 8/22
- Keys to Consider: Dementia & Driving 8/24
- Denim & Diamonds Regional Event @ Port 'n Starboard 9/30

Upcoming Trips:

- Foxwoods Casino bus share with Hebron 9/28-sold out
- Newport Playhouse 10/3
- Plymouth Plantation 11/15-sold out
- Chasing Rainbows at the Goodspeed 11/21
- Overnight -Middlebury Christmas (Middlebury, VT) 12-7-9
- Steamboatin' of the Mississippi 3/19-3/27, 2017-only outside cabins left
- Great Trains & Grand Canyon trip 10/8-10/13, 2017 Trip presentation on Tuesday, October 4th.

Attendance & Meals Served:

- Meals served in July: Bistro & Special Meals:58 Community Café:111 MOW:718
- Monthly Transports in August: 996
- Monthly Attendance in August: 1418 in 24 days
- Active membership in August: 983

From: Rosemary Coyle, Joint Liaison to Charter Revision
Date: September 15, 2016
RE: Comments and Questions from the Charter Revision Committee

The following question came up at the Charter Revision Committee and the committee would like input from the BOS:

Should the BOS have the flexibility to set different times for different referendums?

They discussed the referendum on Tuesday and the lack of turnout. If this type of language were inserted into the Charter, the BOS might have decided to set the referendum from 8 to 8 or 10 to 8 etc. This would save the town money was one of the reasons they sighted.

The Chair of Charter Revision will be interviewed by the Rivereast next week. They are working on ways to publicize their work.

The following question came up at the Charter Revision Committee and the committee would like input from the BOS:

They are thinking about eliminating all the language for Sewer and Water and the Police Commission from the Charter since no other Commissions are listed in the Charter but are handled by ordinances.

Their question is could the Town establish ordinances that replicate the charter language now in anticipation of the elimination from the actual Charter. This would allow the Town to then modify the ordinance upon the Charter Revision passage. (Example – Changing the number of members on the Sewer and Water Commission from 9 to 7 is significantly easier if it is an ordinance.)



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Tri-Board Minutes
Tuesday, September 20, 2016
Colchester Town Hall @7pm

BOARD OF SELECTMEN MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Rosemary Coyle, Selectman Denise Mizla, and Selectman John Jones

MEMBERS ABSENT: Selectman Stan Soby

BOARD OF FINANCE MEMBERS PRESENT: Chairman Rob Tarlov, Andrea Migliaccio, Thomas Kane, Andreas Bisbikos, and Roberta Lepore

MEMBERS ABSENT: James McNair

BOARD OF EDUCATION MEMBERS PRESENT: Chairman Ron Goldstein, Renie Besaw, Michael Voiland, Brad Bernier, Mary Tomasi, and Don Kennedy

MEMBERS ABSENT: Mitchell Koziol

OTHERS PRESENT: WJJMS Building Committee Members, WJJMS Project Architect Team, WJJMS Project Management Team, WJJMS Project Construction Team, Superintendent Jeff Mathieu, Fire Dept. Chief W Cox and Deputy Chief D Lee, Fire Marshall Sean Shoemaker, 13 Fire Dept. and Fire Company Members, three citizens and Clerk T. Dean

1. **Call to Order**

First Selectman A Shilosky called the meeting to order at 7:00 p.m. Board of Finance Chair R Tarlov called the meeting to order at 7:00 p.m. Board of Education Chair called the meeting to order at 7:00 p.m.

2. **Citizen's Comments** - none

3. **Update by William J Johnston Middle School Building School Project Committee**

Tom Tyler, Building Committee Chair, gave an update on the project to date to include building design overview, specification overview, and budget overview. A member of the Architect Team discussed the buildings design and security features.

(B Bernier moved to adjourn the BOE at 7:30pm, seconded by R Besaw. Unanimously approved. MOTION CARRIED)

4. **Update by JLN Associates on Fire Department Strategic Plan**

JLN Associate presented the Strategic Plan study (attached). Discussion included overview of the Fire Dept. equipment and operations, concept of risk, community risk assessment and reduction, capital improvement plan and list of recommendations.

5. **Citizens Comments**- none

6. **Adjourn**

J Jones moved to adjourn the BOS at 9:05 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

A Migliaccio moved to adjourn the BOF at 9:05 p.m., seconded by R Lepore. Unanimously approved. MOTION CARRIED.

Attachment: Fire Department Strategic Plan Study

Respectfully submitted,

Tricia Dean, Clerk

Open Space Advisory Committee-7 Members, 3 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>Expiration Date</i>
Chair	Nick Norton	R	860-267-0749 nnorton@yahoo.com	3/31/2017
Vice Chair	Theodore Fuini	R	860-537-1717	3/31/2017
Member	William Hochholzer	U	860-537-9691 william8347@sbcglobal.net	3/31/2017
Member	Mary Stevens	D	860-537-6163 mstevens14@comcast.net	10/1/2016
Member	Linda Grzeika	R	860-537-5560 grzeika@me.com	3/31/2019
Member	VACANT			3/31/2017
Member	VACANT			3/31/2017

Some members of this commission have specific requirements, membership in certain groups, etc. We'll have to discuss if anything comes up for this.

Open Space Advisory Committee



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

September 30, 2016

TO: Board of Selectman
FROM: Cheryl Preston, Recreation Manager
RE: Pavilion Rental Fee Increase

Parks and Recreation would like to increase the fee for renting the Pavilion at the Recreation Complex.

The fees for the Pavilion have not increased in over 10 years. We have had increasing issues on the weekends with groups leaving the Pavilion area in disrepair (not using trash cans, broken picnic tables, trash under the tables, etc.) yet it is hard to track which group causes the damage as we can have up to three rentals per day.

I researched surround towns and we are significantly underpriced therefore we are proposing to increase the fee from \$10/ hr. to \$20/hr. The increase will also help pay to repair the vandalism and extra hour's staff has to spend cleaning up on Monday morning.

The Parks and Recreation Commission has already reviewed the policy and voted to increase the fee.

Recommended Motion

Motion for the Board of Selectman to accept the Pavilion Rental Fee increase.



Colchester and Parks Recreation

“Creating Community Through People, Parks and Programs”

127 Norwich Avenue, Colchester, CT 06415

(860) 537-7297 | Fax: (888) 468-6093 | parksandrec@colchesterct.gov | www.colchesterct.gov

PICNIC PAVILION AT REC PLEX/ GAZEBO AT TOWN GREEN RENTAL POLICY

1. Reservations by residents shall be accepted beginning February 1, for use March 1-December 1 of each year. Proof of residency is required. Apply at Town Hall Parks & Recreation office at 127 Norwich Avenue or call 860-537-7297 for more information.
2. Non-residents may apply after March 1.
3. All applicants must sign the Indemnification & Release Form. Organized groups must provide a Certificate of Insurance – see “Insurance FAQ.”
4. Permits issued for reserved space only.
5. All permits shall be issued on a first come, first serve basis.
6. All RecPlex pavilion reservations are for the shelter only. The Splash Pad and Playground areas cannot be reserved.
7. **Rental fees are for reservation of facility, regardless of actual use.** Rain is not a reason for refunding of fees.

Reservation Fees:	<u>Resident</u>	<u>Non-Resident</u>
	\$80 for 4 hours	\$160 for 4 hours
	\$160 for 8 hours	\$320 for 8 hours
	Sport field lighting fees are additional – see annual rates	

Important Notes:

1. There may be a limited number of picnic tables at the Pavilion if there is an event scheduled on the Town Green on the same day. **All Town Green events take precedence.** The normal number of tables at the Pavilion is usually twelve (12) (minimum 4, maximum 12).
2. During Summer Day Camp dates, late June through mid-August, the Pavilion is not available during the hours of 7:00am–6:00pm unless arranged with the Director.
3. Please **do not use staples on the picnic tables!** If you need to secure something onto the tables, please use a weight or tape to hold it down.
4. If you are renting a facility for a weekend event, we request that you bring your own trash bags and **pick up and take any trash with you** that you create during your event. This is a courtesy to others who may be using the facility after you. The facilities are cleaned on Friday, and the trash barrels fill up quickly and will not be emptied until Monday morning. We appreciate your cooperation in this matter
5. There are to be **NO ALCOHOLIC beverages** on any Park/Town property.
6. The Town of Colchester requests your cooperation in keeping the Parks & Recreation facilities a smoke-free environment.
7. There are to be no pools, sprinklers or inflatables used on any Park/Town property.
8. Please **follow all posted Park rules.**



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Art Shilosky, First Selectman

MEMO

To: Board of Selectman

From: CherylPreston

Date: September 30, 2016

Re: Updates to the Sport League Field Use and Endorsement Policy

Throughout 2016, the Parks and Recreation Commission reviewed the Sport League Field Use and Endorsement Policy. The old policy had outdated information as many processes have changed.

Updates were made to the following:

- Light operation process
- Permit application process
- Field damages
- Safety and administrative requirements
- Violations

The Parks and Recreation Commission reviewed the policy and approved it on their September 12, 2016 meeting.

Recommended Motion

Motion for BOS to accept the changes to the Sport League Field Use and Endorsement Policy.

TOWN OF COLCHESTER PARKS & RECREATION SPORTS LEAGUE FIELD USE POLICIES & PROCEDURES

(REVISED ON 8/1/16)

APPLICATION TIMELINES

Sports Leagues

Any sports league wishing to use facilities under the jurisdiction of the Colchester Parks & Recreation Department should make their request to the Parks & Recreation Department at the appropriate Sport Council Facility Scheduling meeting (see below). It benefits each Sport League to send a representative to the meeting. The goal of the meetings are to clear up any conflicting requests, create communication between the leagues and to facilitate the responsible use of fields and facilities for all. Meeting are scheduled by the Parks & Recreation Department and leagues are notified in a timely manner.

Sports Season	Facility Usage Period	Sport Council Facility Scheduling Meeting
Spring – Outdoor	April through August	February
Fall – Outdoor	August through November	June
Winter – Indoor	November through March	September

Special Events

Special Event facility requests may be made in January prior to their event by submitting the appropriate paperwork to the Parks & Recreation Department. Please see the document entitled “Policy Governing Issuance of Special Events Permits.”

Miscellaneous Rentals

All other reservation requests may be made according to the policy entitled “Park Pavilion/Sport Field Rental Policy”.

PERMIT APPLICATION PROCESS

The Parks and Recreation Department sets a due date for permit requests shortly after each Sport Council scheduling meeting. After this date, the Recreation Department immediately begins to review the applications. All forms must be received in order for scheduling to begin.

Indemnification/Release waivers, insurance certificates, and endorsements status must be valid in order to schedule use of fields. Delays may take place during the application review process due to incomplete applications, unclear requests, duplicate requests, last minute changes and unique case-specific situations. (Note: changes in dates, times or cancellation after the due date could result in the assessment of a permit fee.)

Requests are then entered into the Facility scheduling software and await approval from the Recreation Manager and School Principals. Once field requests are approved, a permit is emailed

to each league. If a permit requests for school use is sent after the due date, then the requesting league must go directly to the school.

PRIORITY SCHEDULING

1. Town-sponsored programs will receive first preference and may override outside confirmed reservations.
2. Primary season sports receive priority scheduling in that season.
3. League, scheduled, and make-up games will take preference over practices.

FACILITY RENTAL FEES

By default, all leagues must pay all applicable fees. However, “endorsed” leagues may have field rental fields waived; amenity fees (lights, pavilion rental, etc.) will not be waived.

BALLFIELD LIGHT FEES

Lights are billed on an hourly basis, based on the current fee schedule:

- R1 - \$15.00/hour
- R2 - \$30.00/hour
- R3 - \$22.00/hour
- R5 - \$3.00/hour
- R8 (Football Field) - \$19.00/hour

LIGHT OPERATION

Sport Leagues will receive league-specific codes and instructions for operation of the lights, and will be billed on a quarterly basis. Other rentals will be arranged as either pre-set times for the lights to be on/off, or controlled by on-site staff, which may be billed to the rental group. All lighting use associated with each sport leagues code will be billed to that code holder. It is the responsibility of the league associated with the code for payment. The Department of Public Works considers all use associated with this code to be valid and will not conduct any investigation regarding misuse of this code by others. It is the responsibility of the Leagues to appropriately safeguard the lighting code assigned to it. It is also the responsibility of the leagues to contact the Dept. of Public Works in regards to deactivation of codes at the completion of the league season.

RESIDENT STATUS

1. The Colchester Parks and Recreation Department reserves the right to request proof of eligibility for all applicants using Colchester facilities.
2. Non-Resident Fees are charged as follows:

Adult Sports (Men and Women) – \$20.00 per non-resident player

ELIGIBILITY*

- Non-profit organization
- For youth leagues, at least 75% of league participants must be Colchester residents.
- For adult leagues, at least 50% of league participants must be Colchester residents or taxpayers, or employed in Colchester.
- Established policies that promote proper youth development as a primary goal of league and maintain a recreational focus (youth sports only).

*Endorsed eligibility and requirements are over and above standard field use policies.

TEAM ROSTER

Adult sports team rosters are due to Parks & Recreation Department prior to league game play start date. Residency proof must be included with rosters. Players must be residents of Colchester or employed by the Town. Valid proof is required with a copy of CT Driver's License listing Colchester as address (front & back must be on copy), copy of lease or rental agreement, or a warrantee deed to your property. Team roster may be spot-checked by staff periodically throughout the season. Non-resident fees will be accepted by mail or walk-in, or by credit card.

MAINTENANCE & SUPERVISION REQUIREMENTS

1. Maintenance of facilities, field preparation needs, and special requests must be submitted in writing to the Public Works Director.
2. Cooperation with the Public Works Department is expected at all times. This includes altering practice schedules if necessary to accommodate field maintenance. A pre-event on-site inspection with the Parks Crew Leader or the Public Works Director may be required.
3. Any group or organization using facilities will be responsible for providing proper supervision and janitorial services for the area in use.
4. Custodial fees will be charged when services are requested for special setups and area restoration, if personnel are not normally scheduled. Custodial fees shall be paid at an hourly rate set by the Board of Education and/or the Public Works Department, which may be for a minimum of two hours.

INCLEMENT WEATHER

Caution must be exercised with the use of facilities when wet. Rescheduling of events may be required. Two considerations follow:

1. Should the Public Works Department determine that the fields should not be used due to inclement weather; the league will be notified by 3:00 p.m. If conditions dictate closure

after 3:00 p.m., it will be up to the discretion of the league administrator. If a violation exists, a penalty may be assessed.

2. The Public Works Department has the discretionary right to cancel events scheduled to be held at the Town Green.

FOOD CONCESSIONS

1. Organizations must request permission for the sale of food and/or beverages for their events separately from this form. Applications are available at the offices of the Chatham Health Dept.
2. Rights to the R8 (Football Field) concession stand are only provided to Colchester non-profit youth organizations.

DAMAGES

1. The Public Works Department will inspect the facilities for damage at the close of the event. Failure to exercise reasonable care in the use of the facility or field will result in paying damages including labor costs and/or the applicant's ability to obtain permits in the future.
2. The cost of repair will be the actual cost of the repair including labor charges. The league will be billed for the damages with payment to be made within 30 days.

Examples of Damages:

- Damage to building, equipment, or property (you will also be billed in addition to retained deposit, according to the cost of repairs).
- Failure to clean up properly.
- Failure to surrender the facilities at the scheduled time.
- Unruly or disruptive actions of participants.
- Use of rooms not rented or areas reserved but not used.
- Misrepresentation of your organization and the type of activity.
- Failure to hire Police for the event when required.

SAFETY PLAN/PROCEDURES

Leagues are required to follow safety guidelines and parameters surrounding league play, as established by the leagues, unless overridden by Parks and Recreation Department.

A supervisor of an activity involving young people has the responsibility to assure that conditions exist to promote the highest degree of safety possible. For example: higher than anticipated attendance; small children unattended; first aid provisions; etc. Facility users must take appropriate precautions, such as providing onsite medical staff, first aid kits, emergency action plans, and/or the ability to contact emergency services.

EMERGENCY CONTACT

In case of any emergencies of safety and/or property damage, call 911.

SAFETY REQUIREMENTS

- Concussion Response Education & Protocol. (youth sports only)
- All coaches must have valid CPR and First Aid certification.
- Parents and guardians of participating children shall sign emergency medical treatment/medical history forms. These forms shall be made available to each coach and shall be available at the facility at the time of such participant's use.
- First aid kits shall be on the playing field/surface at all times, fully supplied.
- An emergency action plan and guidelines for coaches is required.
- Background checks of all coaches, and volunteers who have direct contact with children. (youth sports only)

ADMINISTRATIVE REQUIREMENTS

- A listing of Board/Officers and Coaches, Constitution/By-Laws, and regular meeting agendas and minutes.
- Initial NYSCA certification or sport specific equivalent of all coaches (youth sports only).
- Liability Insurance for the league and a signed Indemnification/Release Waiver. (Submit yearly)

A copy of all other forms must be submitted to the Parks and Recreation Department upon request.

VIOLATIONS

If a violation occurs the sports league is subject to loss of field use, loss of a permit and/or a loss of Endorsement status.

NOTIFICATION OF CHANGES

The Colchester Parks & Recreation Department shall provide written notification of any operational or policy changes to all organizations using town facilities prior to their effective date.



Colchester Parks & Recreation
Sport League Endorsement Application
(Revised on 8/1/16)

Name of Organization: _____
Organization Address: _____
City, State, Zip: _____
Phone (Day): _____ Phone (Evening): _____
Email: _____

Description of the league (Include the different levels of competition, number of players & number of teams in the league, primary season of play & space needs):

Please include proof of the Eligibility and Administrative Requirements when submitting your application for endorsement.

I, the undersigned, as representative of the listed league, request Endorsement of the league, and do hereby testify that the league meets (or will meet prior to the start of the season) all requirements of being an endorsed league, as defined in the Sport League Endorsement Policy.

Authorized Representative: _____

Title: _____

Affiliation: _____

Signature: _____ Date: _____

For Office Use Only
Date Received: _____
P&R Dept: ___ Approved ___ Denied
P&R Comm: ___ Approved ___ Denied
Comments: _____
League Notified: _____



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Art Shilosky, First Selectman

September 30, 2016

TO: Board of Selectman
FROM: Cheryl Preston, Recreation Manager
RE: New Sponsorship Opportunity for the Holiday Arches

Parks and Recreation would like to secure sponsors for the **“Save the Holiday Arches”** program

“Save the Holiday Arches”- The Holiday Arches on the Town Green are in severe disrepair. They were purchased over 16 years ago (which is well beyond their life span). The wires are severely frayed and they are breaking down and unsafe for future use. Currently, no funds are budgeted to purchase new arches therefore the Parks and Recreation Dept. would like to offer a **Sponsor an Arch** program. The Arches go up every year from December until the end of January and are lit along with the Town Tree at the Holiday Homecoming event on December 3. Thirteen arches are needed to fill the pathway.

The Parks and Recreation Commission has reviewed the sponsorship and approved it at their last meeting.

Recommended Motion

Motion to authorize the First Selectman to sign any and all documents related to the **“Save the Holiday Arches”** sponsorship program.



“Save the Arches” Sponsor a Holiday Arch Opportunity

Event: Sponsor a Holiday Arch for Holiday Homecoming
Event Type: Family event focused on celebrating the Holiday season
Dates: Holiday Homecoming Dec. 3, 4:30 pm (Rain Date:
Arches are on display from December – end of January
Location: Town Green, Colchester, CT

Contact Information:

Cheryl Preston
Colchester Parks & Recreation
(860) 537-7295 | (888) 468-6093 (fax)
recmanager@colchesterct.gov
www.colchesterct.gov/parks

Expected Visibility: 10,000

Event Description:

Colchester welcomes the holiday season with our annual Holiday Homecoming celebration. We light the Tree and the Arches on the Town Green as Santa arrives via Fire Truck. In addition, the 2016 commemorative ornament will be available for \$6.00 each.

The event will incorporate a mixture of Town, fraternal/charitable organizations, offering tours of the old Bacon Academy, the Lion's Club will be accepting donations of non-perishable food items for the Colchester Food Bank. The Colchester Police Department will also have a big empty cruiser to be filled with toys for Colchester's youth who need your support. This year many local businesses will once again have special evening hours to welcome in the season. The Colchester Community Orchestra will be playing holiday music starting at 6:30pm at the Colchester Federated Church on 60 Main Street.

Benefits:

As an **Exclusive Sponsor** of the **Arches**, your organization or business will be able to purchase all thirteen (13) arches and have a sign next to the Arches you purchased and be **promoted in all materials** regarding the event. Event marketing will include 11in. x 17in. **posters** to be distributed throughout town, **flyers** distributed throughout the schools, **press releases**, the Town **website**, and more. Additionally, your business would be invited to have a **presence at the event**, including hanging of a **banner** and/or having a **promotional table**.

As a **Presenting Sponsor**, your business would be able to purchase one (1) arch and have a sign next to the Arch you purchased and be **recognized on the event poster**, the **town website**.

The event will have one (1) Exclusive Sponsor or a maximum of thirteen (13) **Presenting Sponsors**

Promotional Consideration: Exclusive Sponsor of all 13 arches - \$7,800; Presenting Sponsor (1) Arch - \$600; Supporting



2016 SPONSORSHIP OPPORTUNITY

SPONSOR AN ARCH

12/3/2016

Exclusive Sponsor- \$7,800
Recognized as
Official *Exclusive* Sponsor of the event or area

- Sign near your Arch
- Logo included in event marketing: Posters – Event Program – Colchester Connection Website – Digital Backpack – Press Releases – Emails – Social Media
- Premier presence, placement of your banner & promotional table at event
- On stage recognition ceremony
- Opportunity to distribute promotional items
- Onsite “sampling” during event
- Additional customized promotional opportunities

Presenting Sponsor - \$600

- Sign near your Arch
- Logo included in event marketing: Posters –Colchester Connection, Website – Digital Backpack –Emails – Social Media
- On stage recognition ceremony

<u>Sponsor Name (as you would like it to appear):</u>	<u>Sponsorship Level:</u> Exclusive Sponsor: _____ Fee: Presenting Sponsor: _____
<u>Address:</u>	<u>Phone:</u>
<u>E-mail:</u>	


Thank you for your Generosity!

Please complete this form, make checks payable to Town of Colchester and mail to:
 Colchester Parks and Recreation

127 Norwich Avenue, Colchester, CT 06415

To discuss personalized options or to pay by credit card, please call Cheryl Preston at 860-537-7295.

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 9-29-2016
Re: Langan Engineering – Demolition Monitoring Services- Norton Mill

As part of the Norton Mill Demolition, due to the site having been found to have some Asbestos Containing Materials (ACM) during the Hazardous Building Materials Survey that is required for demolition, the demolition is required to be monitored by a Licensed Environmental Professional, (LEP) as part of the State of Connecticut Department of Health requirements under the Alternate Work Plan (AWP) that has been obtained. This was anticipated during the budgeting of the STEAP grant funds that include the demolition of the buildings and remediation of the UST -Oil Tank and soils. Attached is the proposal for the LEP portion of the work, and the anticipated project budget that included up to \$37,000 and an additional \$10,000 laboratory fees for these services totaling \$47,000 being budgeted.

As shown within the proposal the range of anticipated cost is for both of these services is between \$27,590 to \$33,590. The normal procedure in this type of work is to have the author of the original Hazardous Building Material Survey conduct the work in the monitoring of the remediation. This eliminates conflicting professional opinions in regard to required monitoring and accepted methods as well as having the author already be familiar with the site and tasks. In our case, Langan Engineering prepared both the Hazardous Building materials Survey and also the Phase II Site Investigation report of the Norton Mill property. The resultant saving in the budget line item of the project reflects this savings.

As such, I would recommend that the proposal be accepted and that Langan Engineering be authorized to conduct this work in accordance with the Langan proposal attached dated September 28, 2016.

Proposed Motion: That the First Selectmen is authorized to sign the Revised Proposal for Hazardous Building Material Abatement Project Monitoring and Consultant Services dated September 28, 2016 from Langan Engineering and Environmental Services for property at 139 Westchester Road in an amount not to exceed \$37,000

28 September 2016

James Paggioli
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415-1260

**Re: Revised Proposal for Hazardous Building Materials Abatement
Project Monitoring and Consulting Services
139 Westchester Road
Colchester, Connecticut 06415
Langan Project No. 140126802**

Dear Mr. Paggioli:

Langan, CT (Langan) is providing this proposal for abatement project monitoring and consulting services for the abandoned mills at 139 Westchester Road in Colchester, Connecticut. This proposal outlines our scope of work and fees.

SCOPE OF SERVICES

Task I - Hazardous Materials Building Abatement Project Monitoring Services

Langan will provide hazardous materials abatement project monitoring services during the abatement/demolition of the former mill structures. These services will include project monitoring during abatement, visual inspections during abatement, PCM asbestos air testing, consulting services and project completion reports. DPH licensed asbestos monitors will perform daily project monitoring services including but not limited to air testing, recordkeeping and checking regulatory and AWP compliance adherence by the abatement contractor. The hourly project monitor fee includes time for travel to and from job site. Work/travel beyond eight hours is billable as overtime. Other item such as mileage, printer expenses (copies), equipment will be billed as reimbursable expenses.

All hazardous materials consulting services will be performed by a team of experienced and licensed asbestos and lead consultants that also have experience in PCB's, radon, indoor air quality and other environmental issues. Our project manager has over 24 years of hazardous materials consulting experience in asbestos, lead, radon, PCB and indoor air quality for clients throughout the State of Connecticut and New York.

ESTIMATED COSTS

This cost estimate assumes unrestricted access to the site (e.g. all agreed upon buildings and spaces). Additional costs will be incurred if additional site visits are necessary due to access issues, contractors schedule or if the estimated times to complete the tasks and/or sample amounts are exceeded.

Base Services

Scope of Work Item	Langan Fee	Laboratory/Subcontractor Allowance and Expenses
Task I – Hazardous Building Materials Abatement Project Monitoring Services	\$22,850 - \$28,850 ⁽¹⁾	\$3,240 ⁽²⁾ \$1,500 reimbursables
Estimated Subtotal	\$22,850 - \$28,850	\$4,740
TOTAL	\$ 27,590 - \$33,590	

- (1) Langan's estimated fees assumes 200 - 280 hours @ \$75/hour to perform project monitoring, 50 hours @ \$125/hour and 10 hours @ \$160/hour for project management, meetings and to write abatement response action completion report. Additional (if needed) or fewer hours will be added or deducted at the hourly rates. Overtime is billed at \$95/hour.
- (2) Assumes 180 PCM air samples (at \$18/sample). Additional samples (if needed) will be billed at unit price.

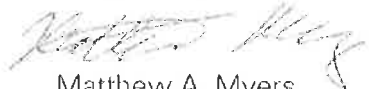
LIMITATIONS

It is our understanding that our work will be hourly and per sample cost basis and the base services listed above are estimates. The work will be billed in accordance with the hourly/unit costs listed in the estimated costs section and the estimates are heavily dependent upon the contractors staffing and work progress/schedule. Langan will not exceed the estimated fees above without prior notification to and approval by the client.

CLOSURE

We believe that the proposed approach outlined above is a cost effective and efficient path to perform the hazardous materials services required for the abatement/demolition project. Langan's integrated services approach has proven to save clients time and money when performing challenging site development environmental work in conjunction with other services. Langan can begin work immediately upon receipt of written authorization to proceed by the owner. Please contact us at 203-562-5771 with any questions.

Sincerely,
Langan CT, Inc.


Matthew A. Myers
Senior Hazmat Specialist


Jamie P. Barr, L.E.P.
Senior Associate/Vice President

AUTHORIZATION

James Paggioli
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415-1260

Authorization:

Receipt of this Proposal, including the previously agreed upon General Terms and Conditions, is hereby acknowledged and accepted:

**Re: Langan CT
Proposal for Hazardous Building Materials Abatement Project
Monitoring and Consulting Services
139 Westchester Road
Colchester, Connecticut 06415
Langan Project No. 140126802**

Company: _____ ("**Client**")

By/Title: _____

Signature: _____

Date: _____

Langan CT, Inc. will be the contracting entity for this proposed work. All of the work will be performed by Langan Engineering and Environmental Services, Inc., which will contract to Langan CT, Inc.

Town Portion Project Funding


Funding was secured by The Town of Colchester in the form of a Small Town Economic Assistance Program (STEAP) grant from the State of Connecticut – \$350,000 to remove the buildings and remediate the site. Phase One will include all costs in regard to Acquisition, Demolition, and Petroleum soils remediation.

The Phase II Site Investigation and Hazardous Building Materials Survey indicated scope of work to include :

Langan Phase II/ Hazardous Build. Survey	\$27,300
Additional Work near SB# 3	\$2,650
Remediation Oversight/Closure Report	\$37,000
Lab Cost Remediation	\$10,000
RFP 2015 – 13Rebid – Demolition & Removal of	
20000 Gal U/G tank & Petrol Soil Remediation	\$226,920
Consultant/Legal/Survey	\$26,000
Contingency	\$20,130
	<u>Total</u> \$350,000

At this point the project area will be made available to The Nature Conservancy for the dam removal project and the stockpiling of river sediment for the final remediation and park grading. This time frame is approximately 6 months to 18 months dependent upon TNC permitting and possible extensions.

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 9-30-2016
Re: Norton Mill – Nature Conservancy Access and Indemnity Agreement

In conjunction with the Norton Mill Demolition and Remediation Project, The Nature Conservancy has obtain all necessary permits required in order to remove the Norton Paper Company Dam, (CT Dam ID #2892) within the Jeremy River adjacent to the former Norton Paper Mill and restore the stream to pre-industrial development river bed grade in order to enhance anadromous fish and wildlife that will be able to transit to breeding area upstream the present dam location. In order to conduct the streambed restoration and dam removal with a minimum of disruption to the downstream river area, it is necessary to access and work from property that the Town of Colchester now owns alongside the river. In order to proceed, an Access and Indemnity Agreement between the Town of Colchester and The Nature Conservancy is required to be obtained. The agreement allows for the access to the river, necessary dewatering area, and stockpile areas for clean dredged river sediment materials that will be utilized in later portions of the Norton Mil Park Remediation project for final grading. The Access Agreement has clear language indicating that the access is temporary and does not constitute and easement upon the property. The Access and Indemnification Agreement was drafted by the Town of Colchester legal counsel of Shipman and Goodwin and has been approved for signature by The Nature Conservancy as well. I have also reviewed it and the process leading up to the final agreement and have no issues with the language and feel that the agreement protects the interests of the Town of Colchester.

As such, I would recommend that the First Selectman by authorized to sign the Access and Indemnity Agreement dated 9-30-16 between the Town of Colchester and The Nature Conservancy regarding the property at 139 Westchester Road, as submitted here with.

Proposed Motion: That the First Selectmen is authorized to sign the Access and Indemnity Agreement dated 9-30-16 between the Town of Colchester and The Nature Conservancy regarding property at 139 Westchester Road as attached herewith.

ACCESS AND INDEMNITY AGREEMENT

This Access and Indemnity Agreement ("Agreement") is made and entered into as of _____ 2016, by and between the Town of Colchester, a municipal corporation of the State of Connecticut, having an address of 127 Norwich Avenue, Colchester, Connecticut 06415 (the "Town"), and The Nature Conservancy, a District of Columbia non-profit corporation with its principal office at 4245 N. Fairfax Drive, Arlington, VA 22203-1606 and having a Connecticut Field Office at 55 Church Street, 3rd Floor, New Haven, CT, 06510-3029 ("TNC").

WHEREAS, the Town is the owner of a parcel of land located in Colchester, Connecticut described on **Exhibit A** attached hereto and incorporated herein by reference (the "**Premises**");

WHEREAS, TNC seeks access to certain portions of the Premises in order to facilitate TNC's removal of the Norton Paper Company Dam (CT Dam ID # 2802) located adjacent to the Premises (the "**Dam**") and related activities, as more particularly described in the Project Description attached hereto at **Exhibit B** and incorporated herein by reference, the "Norton Paper Mill Dam Removal, Colchester, Connecticut, Project Manual," prepared by Fuss & O'Neill, Inc. for the Nature Conservancy, dated March 2016, and plan sheets 1 through 9 entitled "Norton Paper Mill Dam Removal, Colchester, Connecticut, Jeremy River" prepared by Fuss & O'Neill, Inc. for the Nature Conservancy, dated March 2016 and revised July 2016, as may be revised subject to the review and approval by the Town (the "**Project**").

WHEREAS, the Project consists of and will be completed in multiple phases as generally described in the Project Description at Exhibit B, which phases may overlap;

WHEREAS, in connection with the Project, TNC seeks access to certain portions of the Premises for purposes of: (a) staging and managing sediment dredged from the river adjacent to the Premises; (b) removing the Dam; and (c) installing a water diversion system for the Pine Brook and for the Jeremy River to temporarily divert water around the work area to complete scour protection at the Paper Mill Road Bridge, excavating river sediments in the impoundment, removing a portion of the millrace and completing streamside restoration plantings;

NOW THEREFORE, for and in consideration of the promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Grant of Access.** The Town hereby grants to TNC the limited, non-exclusive right, at TNC's sole cost and expense, to enter upon the portions of the Premises depicted on the map attached hereto as **Exhibit C** and incorporated herein by reference (the "**Access Area**") for the sole purpose of completing the Project in accordance with the terms of this Agreement. For the avoidance of doubt, the access granted hereunder shall not commence until demolition of the historic mill building on the Premises has been completed by the Town, or unless otherwise specifically allowed in writing by the Town, in its sole discretion.
2. **General Terms and Conditions.** The parties further agree as follows:
 - A. The Town understands and acknowledges that TNC will be using outside contractors and other third parties (collectively, "**Agents**") in connection with performance of the Project, and hereby agrees that such Agents may access the Access Area subject to and in accordance with the terms and conditions set forth herein.

- B. The access to the Access Area granted by the Town to TNC and its Agents hereunder shall be limited to reasonably necessary access.
- C. Unless otherwise specifically agreed to in writing by the Town, TNC and/or its Agents, as applicable, shall obtain and maintain throughout the term of this Agreement at least the following insurance coverages upon terms, and from insurers reasonably acceptable to the Town: (i) professional liability insurance in an amount not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) annual aggregate (applicable only to architects and engineers); (ii) general comprehensive liability insurance in an amount not less than two million dollars (\$2,000,000.00); (iii) worker's compensation as required by statute; (iv) automobile liability insurance in an amount not less than one million dollars (\$1,000,000) each accident; and (v) contractor's pollution liability insurance in an amount not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate, providing coverage for on- and offsite clean-up cost, bodily injury and property damage (applicable only to contractors performing work on the Premises). Prior to commencement of the Project, TNC shall deliver to the Town copies of all insurance certificates for coverages required hereunder or such other evidence of compliance with the foregoing insurance requirements as is reasonably satisfactory to the Town. The Town shall be named as additional insured under the General Liability and Automobile Liability insurance policies required to be maintained by TNC and its Agents hereunder. All insurance coverages (with the exception of professional liability and workers compensation) maintained by TNC and/or its Agents and any subcontractor shall be primary and not contributing with any insurance maintained by the Town.
- D. TNC shall provide the Town with written notice (which may be via email) at least one (1) business day prior to the date on which TNC intends to enter the Access Area to commence work on the Project (the "**Commencement Date**") and shall offer the Town, or its representative, the opportunity to be present during the time TNC or its Agents have access to the Access Area. Subject to Section 1 above, unless the Town objects to the Commencement Date, TNC may begin performance of Project-related activities within the Access Area on such date.
- E. All work performed by TNC and its Agents within the Access Area or otherwise in connection with the Project shall be performed in compliance with all applicable local, state and federal laws, rules and regulations ("**Legal Requirements**"), which Legal Requirements shall include, without limitation, any and all permits required thereunder, including any permits issued or to be issued by the U.S. Army Corps of Engineer and the Connecticut Department of Energy and Environmental Protection, including those listed on **Exhibit D** attached hereto and incorporated herein by reference (collectively, the "**Permits**"), which Permits shall be obtained by and at the sole cost of TNC.
- F. Prior to, during and after the Project, TNC and its Agents shall take any and all safety measures which are reasonably necessary to prevent injury to persons or property resulting from or in any way connected with the Project.
- G. Subject to the Town's prior written consent, TNC may cut and/or remove selected vegetation and debris within the Access Area that in TNC's reasonable discretion may injure, endanger or interfere with the safe and proper completion of the Project.

- H. In the event that any above or below ground utilities at the Premises will be impacted by the Project, TNC shall be responsible, at its sole cost and expense, for any and all requirements associated with same, including, but not limited to, the identification and, if necessary, relocation, of any such utilities.
- I. Unless otherwise specifically agreed to in writing by the parties, during the performance of the Project, TNC shall promptly remove and properly dispose of all substances and materials extracted from or generated by TNC or its Agents in connection with the Project and, upon the completion of the Project, shall remove all equipment and materials used or generated during the Project, restore the Premises pursuant to the terms of the Permits, and repair any damage to the Premises resulting from acts of TNC or its Agents in connection with the Project or the access allowed under this Agreement. TNC or its Agents shall be deemed the generator of all wastes generated, produced, stored or staged at the Premises in connection with the Project by TNC or its Agents, and shall be identified as such on all waste manifests and similar documents. Restoration of the Premises pursuant to this Section 2(I). shall commence as soon as reasonably practicable after completion of the Project and shall be completed in a prompt manner. In any event, the Project and restoration of the Premises shall be completed no later than 180 days after the date of notice provided in Section 2(D) above. If TNC fails to perform or cause such restoration and/or removal, and such failure shall continue for three (3) days after TNC receives written notice from the Town demanding the cure thereof, the Town may perform or cause to be performed such restoration and/or removal work, and TNC shall reimburse the Town for all the costs and expenses thereof within three (3) days after receipt of bills therefor from the Town.
- J. Notwithstanding Section 2(I) above, or anything else to the contrary herein, the parties agree that the Town shall have the right, in its sole discretion, to utilize dewatered sediment removed by TNC from the river as part of the Project and/or construction debris associated with removal of the Dam as clean fill material on the Premises. The parties further agree that acceptance by the Town of title to dewatered sediment is subject to such material exhibiting characteristics consistent with the results of the sampling and analysis detailed in the Analysis Report prepared by Phoenix Environmental Laboratories, Inc. for TNC, dated September 12, 2016. The parties further agree that acceptance by the Town of title to construction debris or any other materials generated during or associated with the Project (other than dewatered sediment) shall be subject to and contingent upon such material meeting certain environmental and/or technical specifications and requirements to be provided by the Town. Upon the Town's acceptance of any such dewatered sediment and/or construction debris or other materials, TNC and its agents will be relieved of any subsequent liability associated therewith.
- K. Upon the Town's written request, TNC shall promptly provide to the Town copies of any and all: (i) test results relating to samples taken at the Premises or in connection with the Project; and (ii) reports and other documents (including correspondence to regulators) prepared in connection with the Project. Upon the Town's written request, TNC shall request from its Agents reliance letters for the benefit of the Town in order for the Town to be entitled to rely on any final reports prepared by or on behalf of TNC or its Agents in connection with the Project and related to the Premises (including, but not limited to, reports or other documents concerning or related to materials staged, stored or to be used as clean fill on the Premises) to the same extent and pursuant to the same terms and

conditions as TNC. TNC shall request and obtain any such reliance letters at no additional cost to the Town.

- L. Except as may be required for performance of restoration pursuant to Section 2(l) above, this Agreement shall terminate upon the earlier of: (a) thirty (30) days after completion of the Project in accordance with the terms of the Permits; or (b) September 30, 2017.
- M. But for the covenants herein set forth, this Agreement shall not, nor be deemed to, create any relationship between the Town and TNC or its Agents, including that of joint venturers or landlord-tenant. The Town has, and at all times shall have, an absolute, complete and unimpeded right to own, operate and otherwise manage the Premises in its sole discretion. This Agreement is not, nor shall it be deemed to grant, an easement to TNC.

3. Terms and Conditions Specific to Certain Phases of the Project

- a. Prior to constructing the sediment dewatering basin during Phase 1 of the Project, TNC shall obtain written approval from the Town of the precise location within the Access Area where the dewatering basin is to be constructed.
 - b. Prior to staging debris or other materials during Phase 5 of the Project, TNC shall obtain written approval from the Town of the precise location within the Access Area where the material is to be staged.
4. Indemnification. Except to the extent caused directly or indirectly by the Town or its employees, agents or contractors, TNC shall defend, indemnify and hold the Town and its employees, agents and contractors harmless from and against any cost, loss, liability, damage, injury, claim, suit, action or expense (including, without limitation, reasonable attorneys' fees) caused directly or indirectly by any physical damage or personal injury caused by an act or omission of TNC or its Agents, their employees, agents, contractors, or representatives or persons entering the Premises at their request or direction, in performing the Project and for any breach by TNC or its Agents of this Agreement. TNC and its Agents shall not permit or allow any mechanic's or materialmen's lien of any kind related to the Project or the access granted hereunder to be placed upon or enforced against the Premises in connection with TNC's and its Agents activities thereon and shall indemnify the Town against same. In the event that any mechanic's or materialmen's lien of any kind related to the Project or the access granted hereunder is placed upon the Premises, TNC shall cause such mechanic's or materialmen's lien or other claim or assessment against the Premises by any person engaged in the Project to be immediately discharged and/or released, if recorded on the land records.
5. Notice. All notices required or desired to be given hereunder shall be in writing, by e-mail, certified mail or national overnight courier, addressed as follows:

If to the Town:

James Paggioli, L.S.
Director of Public Works
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

JPaggioli@colchesterct.gov

Art Shilosky

First Selectman
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415
Selectman@colchesterct.gov

With copy to:

John E. Wertam, Esq.
Shipman & Goodwin LLP
One Constitution Plaza
Hartford, CT 06103-1919
Jwertam@goodwin.com

If to The Nature Conservancy:

Sally Harold
Director River Restoration and Fish Passage
The Nature Conservancy in Connecticut
55 Church Street, 3rd Floor
New Haven, CT, 06510-3029
sharold@tnc.org

6. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut; may not be amended or modified except pursuant to a written amendment signed by the parties; shall be binding upon and inure to the benefit of the parties and their successors and assigns. If any provision of this Agreement shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of the provisions shall be enforced to the greatest extent permitted by law. The undersigned specifically represent that they are authorized to execute this Agreement and that the parties have the right and capacities to perform the acts contemplated by this Agreement. This Agreement may be executed in any number of counterparts, each deemed to be an original and may be executed electronically.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

TOWN OF COLCHESTER

THE NATURE CONSERVANCY

By: _____
Name:
Title:

By: _____
Name:
Title:

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared _____, to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that s/he signed such document voluntarily for its stated purpose.

Commissioner of the Superior Court
Notary Public (Seal)
My Commission Expires:

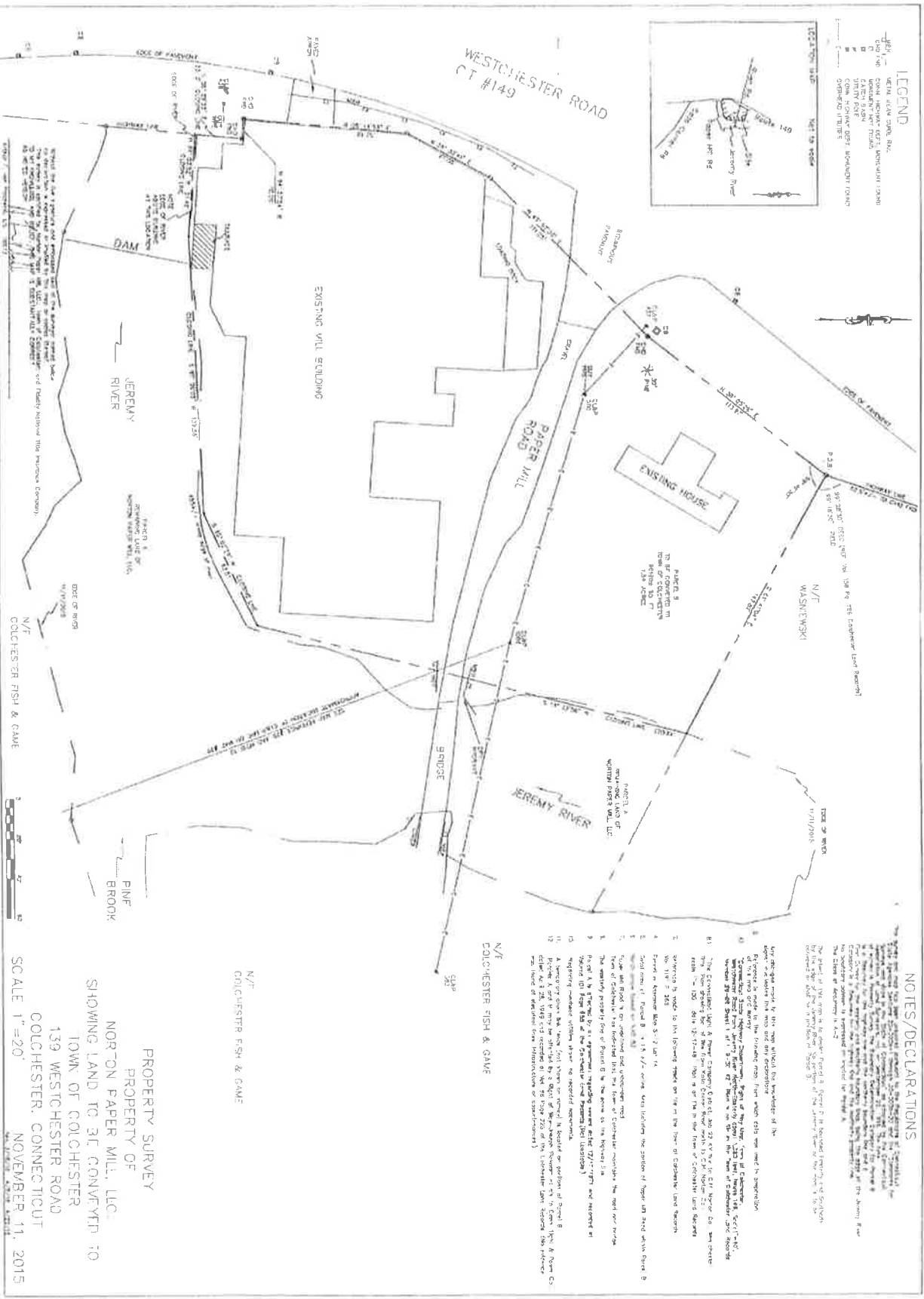
STATE OF CONNECTICUT)
COUNTY OF _____) SS.

On this ____ day of _____, 2016, before me, the undersigned notary public, personally appeared Frogard Ryan, Connecticut State Director of The Nature Conservancy, to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that she signed such document voluntarily for its stated purpose.

Notary Public (Seal)
My Commission Expires:

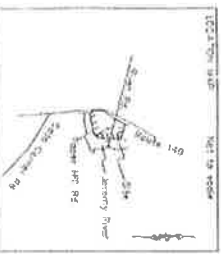
EXHIBIT A
Description of Premises

Property Survey
Property of Norton Paper Mill, LLC
Showing Land to Be Conveyed to Town of Colchester
139 Westchester Road, Colchester, Connecticut
November 11, 2015
Rev. 3/18/16, 4/8/16, 4/20/16
Prepared by Arthur F. von Plocheki, LIS. 18873



LEGEND

- METAL SPAN BRIDGE
- PAVED ROAD
- UNPAVED ROAD
- DAM
- DRAINAGE
- EASEMENT
- EASEMENT
- EASEMENT
- EASEMENT



NOTES/DECLARATIONS

This map is a plan and a section showing the boundaries of the land shown on the map. It is a true and correct copy of the original survey as the same has been checked and approved by the Surveyor General of the State of Connecticut. It is to be construed in accordance with the provisions of the Act of the General Assembly of the State of Connecticut, passed at the September session, 1909, in relation to the Surveyors of the State, and the Act of the General Assembly of the State of Connecticut, passed at the September session, 1911, in relation to the Surveyors of the State.

- 1. The boundaries of the land shown on the map are as shown on the map.
- 2. The boundaries of the land shown on the map are as shown on the map.
- 3. The boundaries of the land shown on the map are as shown on the map.
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N/T COLCHESTER FISH & GAME

N/T COLCHESTER FISH & GAME

N/T COLCHESTER FISH & GAME

N/T COLCHESTER FISH & GAME

N/T COLCHESTER FISH & GAME

PROPERTY SURVEY

PROPERTY OF

NORON PAPER MILL, LLC.

SHOWING LAND TO AC COMPANY TO

TOWN OF COLCHESTER

139 WESTCHESTER ROAD

COLCHESTER, CONNECTICUT

NOVEMBER 11, 2015

SCALE 1"=20'

EXHIBIT B

Project Description

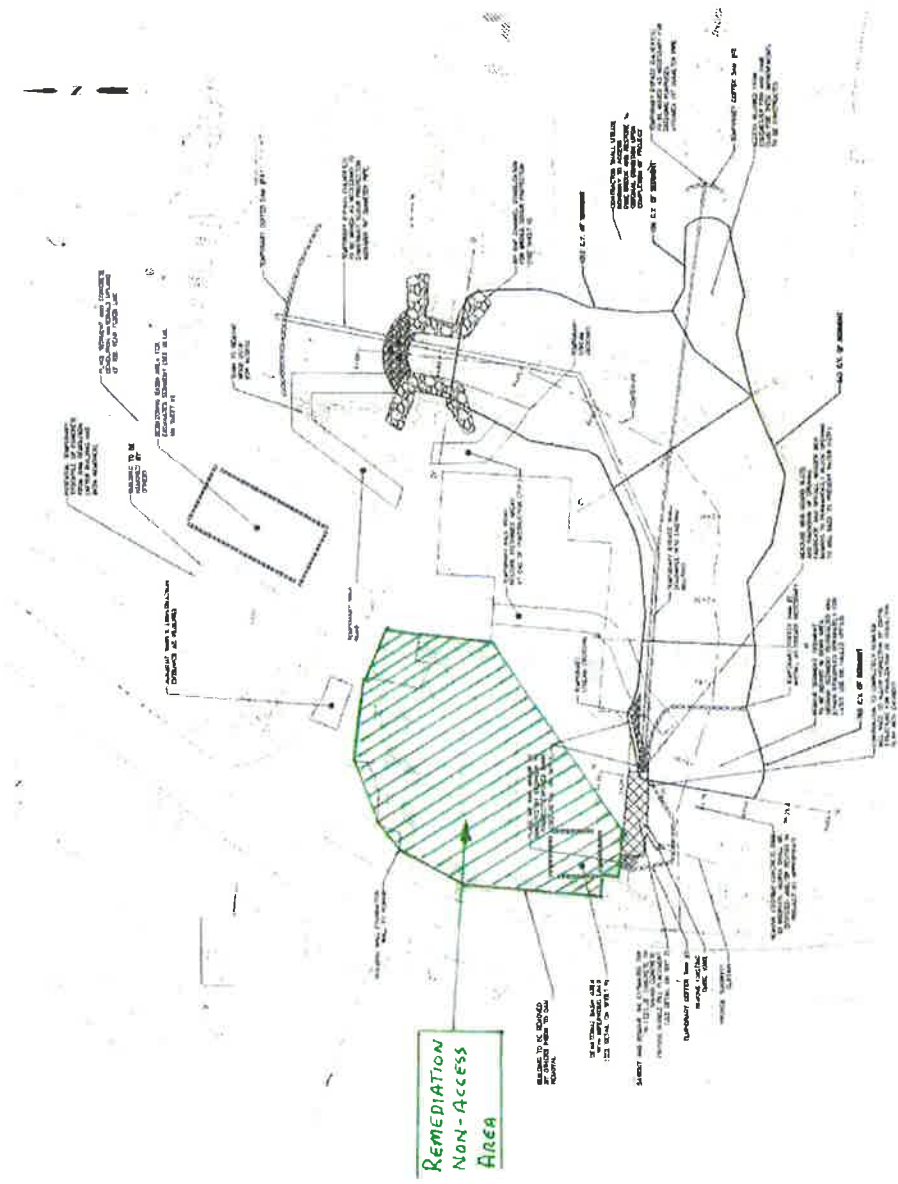
The Project is expected to take 8-12 weeks including mobilization and site restoration. The Project will be overseen by the project engineer, Fuss & O'Neill, Inc. (the "Engineer"), and contracted to SumCo Eco-Contracting, LLC. Additional oversight will be provided by TNC. All Project activities will be performed according to the: (i) "Norton Paper Mill Dam Removal, Colchester, Connecticut, Project Manual," prepared by Fuss & O'Neill, Inc. for the Nature Conservancy, dated March 2016; and (ii) plan sheets 1 through 9 entitled "Norton Paper Mill Dam Removal, Colchester, Connecticut, Jeremy River" prepared by Fuss & O'Neill, Inc. for the Nature Conservancy, dated March 2016 and revised July 2016, as may be revised subject to the review and approval by the Town, both (i) and (ii) incorporated herein by reference and made a part hereof (collectively, the "Project Plans").

Phases of the Project include:

1. **"Phase 1" - Site preparations and coffer dam:** Install erosion control measures and create construction access roads, one through the Premises to the Dam and another upstream of the Paper Mill Road Bridge from the western stream bank in accordance with the Project Plans. Construct coffer dams with Super sacks above the Paper Mill Bridge and approximately 100' upstream of the mouth of the Pine Brook. Install a turbidity curtain behind the existing Dam. Prepare sediment dewatering basin in accordance with the Project Plans.
2. **"Phase 2" - Scour Protection:** Complete necessary scour protection around the footings of the Paper Mill Road Bridge to repair and enhance existing riprap protection, per the Permits and Engineer's direction and in accordance with the Project Plans.
3. **"Phase 3" - Sediment Removal:** Remove approximately 2,700 cubic yards of sediment that has collected behind the Dam to prevent downstream habitat disturbance and improve stream habitat, per the Permits and Engineer's direction and in accordance with the Project Plans.
4. **"Phase 4" - Millrace Stabilization:** Temporarily block flows into the millrace for dewatering and inspection and prepare millrace for filling and capping. Permanently block flows into the millrace, remove the upper ten feet of failing brick work and the training vane. If and to the extent mutually agreed to by the Town and TNC and otherwise in accordance with the Project Plans, fill void in millrace with concrete debris and permanently cap.
5. **"Phase 5" - Dam Removal:** The Dam will be removed to the streambed and bedrock it sits on. The work area above and around the Dam will be dry, and any water that seeps into this area from leaks or groundwater recharge areas will be pumped to a sediment dewatering basin in accordance with the Project Plans. In addition, a downstream sediment curtain will capture any sediment mobilized during construction. Any sediment that is mobilized will be excavated from behind the coffer dam.
6. **"Phase 6" - Seeding and habitat:** Disturbed areas will be graded and seeded with native seed mix to bolster the likely seed bed.

EXHIBIT C
Access Area

EXHIBIT 'C'



- GENERAL CONSTRUCTION SPECIFICATIONS**
1. GENERAL CONSTRUCTION SPECIFICATIONS AND STANDARD PRACTICES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
 2. FEDERAL SPECIFICATIONS FOR HIGHWAY CONSTRUCTION
 3. FEDERAL SPECIFICATIONS FOR STRUCTURES
 4. FEDERAL SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION
 5. FEDERAL SPECIFICATIONS FOR UTILITIES
 6. FEDERAL SPECIFICATIONS FOR TRANSPORTATION
 7. FEDERAL SPECIFICATIONS FOR BRIDGES
 8. FEDERAL SPECIFICATIONS FOR HIGHWAYS
 9. FEDERAL SPECIFICATIONS FOR STRUCTURES
 10. FEDERAL SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION
 11. FEDERAL SPECIFICATIONS FOR UTILITIES
 12. FEDERAL SPECIFICATIONS FOR TRANSPORTATION
 13. FEDERAL SPECIFICATIONS FOR BRIDGES
 14. FEDERAL SPECIFICATIONS FOR HIGHWAYS
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 96. FEDERAL SPECIFICATIONS FOR TRANSPORTATION
 97. FEDERAL SPECIFICATIONS FOR BRIDGES
 98. FEDERAL SPECIFICATIONS FOR HIGHWAYS
 99. FEDERAL SPECIFICATIONS FOR STRUCTURES
 100. FEDERAL SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION

SHT 4

THE NATURE CONSERVANCY
WATER CONTROL, EROSION & SEDIMENT CONTROL, AND CONSTRUCTION SEQUENCE
NORTON PAPER MILL DAM REMOVAL
 CANTONMENT

FUSS & O'NEILL
 AN ENGINEERING FIRM
 100 STATE STREET
 SUITE 200
 WASHINGTON, DC 20001
 WWW.FUSS-ON.COM

SCALE: 1" = 20'

DATE: 10/15/10

DRAWN BY: [Name]

CHECKED BY: [Name]

APPROVED BY: [Name]

PROJECT NO. 10-001

SHEET NO. 4 OF 4

EXHIBIT D

Permits

1. U.S. Army Corps of Engineers 404 Program Programmatic General Permit, NAE-2014-02421, dated September 26, 2016
2. Connecticut Department of Energy & Environmental Protection Dam Safety Permit, Permit No: DS-201604814, dated September 19, 2016
3. Connecticut Department of Energy & Environmental Protection Inland Water Resources and Water Quality Certification permits, PGP-201604808 (NAE-2014-02421), dated September 21, 2016



Robert DeSista, Chief
Regulatory and Enforcement Branch
U.S. Army Corps of Engineers
New England District
696 Virginia Road
Concord, MA 01742-2751

The Nature Conservancy
P.O. Box 1162
Weston, CT 06883

Attn: Sally Harold

Re: Application for Department of the Army General Permit - State of Connecticut
Pre-Construction Notification Screening for Section 401 Water Quality Certification

Dear Mr. DeSista & Ms. Harold:

The following application submitted for screening under the above referenced General Permits has been reviewed by staff of the Connecticut Department of Energy and Environmental Protection (DEEP), Inland Water Resources Division (the "Division").

Pre-Construction Notification

The Division has determined that the project/activities are eligible for section 401 water quality certification under General Permit 10 subject to any conditions specified herein, and that an individual application to the DEEP is not required, provided that the project receives approval from the U.S. Army Corps of Engineers under the preconstruction notification process of the General Permits and that the authorized activities proceed as described in the application documentation.

PGP-201604808 (NAE-2014-02421) – The Nature Conservancy, Colchester – (35,237 square feet of inland water/wetland fill and secondary impacts).

PROJECT DESCRIPTION. Removal of Norton Paper Mill dam including the following permanent impacts: 1365 square feet (s.f.) of rip rap channel stabilization at upstream Paper Mill Road Bridge abutments, 167 s.f. of rip rap protection at both ends of the former mill race, 32,385 s.f. of impoundment sediment excavation; as well as 1320 s.f. of temporary fill for the haul road and coffer dam(s).

Conditions:

1. All activities shall be conducted in accordance with the application documentation and plans entitled, "Norton Paper Mill Dam Removal / Colchester, Connecticut,"

dated March 2016, revised through August 24, 2016, and prepared by Fuss & O'Neill.

2. The permittee shall execute all elements as contained in the plan entitled, "Norton Paper mill Dam Removal Plan / Jeremy River, Colchester / Protection and Monitoring Plan for Connecticut Species of Special Concern," dated March 2016, revised through July 7, 2016, and prepared by The Nature Conservancy.
3. The permittee shall complete the 3-year Invasive Plant Monitoring and Control Program (the program) as described in the *Mitigation/Restoration Evaluation* document appended to their *Connecticut Addendum – Army Corps of Engineers – General Permit State of Connecticut (CT GP)* submitted as part of their application. The initial survey shall commence only after one **complete** growing season has passed. Annual reports shall be submitted to this division by November 1 of the reporting year. The commissioner shall have the right to extend the duration of the program based on the review of submitted program results.
4. All excavated or dredged material shall be staged, managed, reused and/or disposed of in accordance with applicable laws and regulations.

If you have any questions or need additional information, please contact Doug Hoskins at (860) 424-4192, Douglas.Hoskins@ct.gov. Any correspondence submitted regarding this project should be directed to Doug Hoskins at the Inland Water Resources Division and should reference the application number.

9/21/16

Date



Cheryl A. Chase, Director
Inland Water Resources Division
Bureau of Water Protection and Land Reuse

CC: DH

cc: Nathan Margason, US Environmental Protection Agency, Margason.Nathan@epa.gov
Barbara Newman, US Army Corps of Engineers, Barbara.L.Newman@usacc.army.mil
Sally Harold, The Nature Conservancy, sharold@TNC.ORG
Phil Moreschi, Fuss & O'Neill, pmoreschi@fando.com
Steve Gephard, DEEP Inland Fisheries (email only)
Bob Gilmore, DEEP IWRD (email only)
Art Christian, DEEP IWRD (email only)
Peter Spangenberg, DEEP IWRD (email only)
Mark Lewis, DEEP, OPPD (email only)



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
NEW ENGLAND DISTRICT, CORPS OF ENGINEERS
698 VIRGINIA ROAD
CONCORD, MASSACHUSETTS 01742-2751

September 26, 2016

Regulatory Division
Application Number: NAE-2014-02421

Sarah Evans Harold
The Nature Conservancy
Box 1162
33 Pent Road
Weston, Connecticut 06883

Dear Ms. Harold:

This is in response to your application for a Department of the Army permit to discharge temporary fill over a 1,320 sf area for equipment access to facilitate dam demolition and remove clean sediment over a 32,385 sf area from the dewatered impoundment behind the dam. Also, discharge riprap scour protection over a 1,365 sf area below ordinary high water for protection of the deteriorated Paper Mill Road bridge footings and over a 167 sf area for protection of a historic mill building foundation. The proposed work is located in the Jeremy River at 139 Westchester Road, Colchester, Connecticut and is shown on your plans entitled, "Norton Paper Mill Dam Removal / Colchester, Connecticut" in 9 sheets, dated "March 2016", revised through "August 24, 2016" and prepared by Fuss & O'Neill.

Based on the information you have provided, we have determined that the proposed activity, which includes a discharge of dredged or fill material into waters or wetlands, will have only minimal individual and cumulative impacts on waters of the United States, including wetlands. Therefore, this work is authorized under the enclosed Federal permit known as the Connecticut General Permits (GPs). This work must be performed in accordance with the terms and conditions of the GPs, and also in compliance with the following special condition(s):

1. You must complete and return the enclosed Work Start Notification Form to this office at least two weeks before the anticipated starting date.
2. The permittee shall conduct invasive plant monitoring and control as outlined in the Corps March 2016 application as described in "Mitigation/Restoration Evaluation" of the "Connecticut Addendum - Army Corps of Engineers - General Permit State of Connecticut (CT GP)". A summary of the invasive species control and supporting photographic documentation shall be completed and submitted to the NAE Regulatory Division no later than December 15 of each year being monitored. Failure to perform the monitoring and submit the subsequent report constitutes permit non-compliance. A self-certification form will be completed, signed as the transmittal coversheet for each annual summary and it shall indicate the permit number and the reporting year (i.e. first year, second year).

3. Except where stated otherwise, reports, drawings, correspondence and any other submittals required by this permit shall be marked with the words "Permit No. NAE-2014-02421" and shall be submitted via: a) MAIL: PATS Branch - Regulatory Division, Corps of Engineers, New England District, 696 Virginia Road, Concord, MA01742-2751, or b) FAX: (978) 318-8303 with a digital copy to cori.m.rose@usace.army.mil. Documents which are not marked and addressed in this manner may not reach their intended destination and do not comply with the requirements of this permit. Requirements for immediate notification to the Corps shall be done by telephone to (978) 318-8338 or (978)318-8306.
4. Construction of the low-flow channel and overbanks consisting of natural streambed stone, as depicted on SIIT 8 of the above referenced project plan, is not an optional project feature.

You are responsible for complying with all of the GPs' requirements. Please review the enclosed GPs carefully; as well as the general conditions, to be sure you understand its requirements. You should ensure that whoever does the work also fully understands the requirements and that a copy of the permit document and this authorization letter are at the project site throughout the time the work is being performed.

The Connecticut Department of Energy & Environmental Protection (DEEP) has issued a Water Quality Certification (WQC) for this project, as required under Section 401 of the Clean Water Act, based on their review of the project.

This authorization expires on August 19, 2021, unless the GPs are modified, suspended, or revoked before then. You must commence or be under contract to commence the work authorized herein by that expiration date and complete the work by August 19, 2022. If not, you must contact this office to determine the need for further authorization *before* beginning or continuing the activity. We recommend you contact us before this permit expires to discuss a permit reissuance.

If you change the plans or construction methods for work within our jurisdiction, please contact us immediately to discuss modification of this authorization. This office must approve any changes before you undertake them.

This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law. Performing work not specifically authorized by this determination or failing to comply with any special condition(s) and all the terms and conditions of the GPs may subject you to the enforcement provisions of our regulations.

This authorization presumes that the work as described above and as shown on your plans noted above is in waters of the U.S. Should you desire to appeal our jurisdiction, please submit a request for an approved jurisdictional determination in writing to this office.

We continually strive to improve our customer service. In order for us to better serve you, we would appreciate your completing our Customer Service Survey located at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey.

Please contact Ms. Cori M. Rose, of my staff, at (978) 318-8306 if you have any questions.

Sincerely,



Robert J. DeSista
Chief, Permits & Enforcement Branch
Regulatory Division

Enclosure:

Copy furnished:

Robert Gilmore, Connecticut DEEP - IWRD, 79 Elm Street, Hartford, Connecticut 06106
robert.gilmore@ct.gov

Nathan Margason, US EPA New England, Region I, Office of Ecosystem Protection, USEPA
SUITE 100 (Mail Code OEP05-2), 5 Post Office Square, Boston, MA 02109-3912
margason.nathan@epa.gov

Jay Gigliotti, Town of Colchester, Wetland Enforcement Officer, 127 Norwich Avenue,
Colchester, CT 06415 wetlands@colchesterct.gov



**US Army Corps
of Engineers** ®
New England District

WORK-START NOTIFICATION FORM
(Minimum Notice: Two weeks before work begins)

* EMAIL TO: cenae-r@usace.army.mil; or *
* * * * *
* MAIL TO: Cori M. Rose *
* U.S. Army Corps of Engineers, New England District *
* Permits and Enforcement Branch *
* Regulatory Division *
* 696 Virginia Road *
* Concord, Massachusetts 01742-2751 *

Corps of Engineers Permit No. NAE-2014-02421 was issued to The Nature Conservancy, c/o Sally Harold on September 26, 2016. This work is located in Jeremy River at 139 Westchester Road, Colchester, Connecticut. The permit authorized the permittee to: 1) Discharge riprap scour protection over a 1,365 sf area below ordinary high water for protection of the deteriorated Paper Mill Road bridge footings, 2) Discharge riprap over a 167 sf area for protection of a historic mill building foundation, 3) Discharge temporary fill over a 1,320 sf area for equipment access to facilitate dam demolition, and 4) Remove clean sediment over a 32,385 sf area from the dewatered impoundment behind the dam.

The people (e.g., contractor) listed below will do the work, and they understand the permit's conditions and limitations.

PLEASE PRINT OR TYPE

Name of Person/Firm: _____

Business Address: _____

Telephone Numbers: () _____ () _____

Proposed Work Dates: Start: _____ Finish: _____

Permittee/Agent Signature: _____ Date: _____

Printed Name: _____ Title: _____

Date Permit Issued: _____ Date Permit Expires: _____

FOR USE BY THE CORPS OF ENGINEERS

PM: Cori M. Rose Submittals Required: Yes

Inspection Recommendation: _____ During Construction _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2016

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

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

PRODUCER KNIGHT-DIK INSURANCE AGENCY, INC. 446 MAIN ST. WORCESTER MA 01608		CONTACT NAME: Maureen Standing PHONE (A/C, Ho, Ext): (508) 753-6353 E-MAIL ADDRESS: mstanding@knightdik.com FAX (A/C, No):	
INSURED SUMCO ECO CONTRACTING LLC 16 FRONT ST SUITE 209 SALEM MA 01970		INSURER(S) AFFORDING COVERAGE INSURER A: ACE AMERICAN INSURANCE CO NAIC # 22667 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 88075

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	6S62UB9F77808016	05/12/2016	05/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A			

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER**CANCELLATION**

The Nature Conservancy
 4425 N. Fairfax Drive

Arlington

VA 22203-1606

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Daniel M. Crowley
 Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/26/2016

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

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

PRODUCER Knight-Dik Ins Agcy Inc Main St 446 Main St 9th Fl Worcester MA 01608	CONTACT NAME: PHONE (A/C, No, Ext): (508) 753-6353 FAX (A/C, No): E-MAIL: ADDRESS:													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Homeland Ins Co of NY</td> <td></td> </tr> <tr> <td>INSURER B: Safety Indemnity Insurance Com</td> <td>33618</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Homeland Ins Co of NY		INSURER B: Safety Indemnity Insurance Com	33618	INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Homeland Ins Co of NY														
INSURER B: Safety Indemnity Insurance Com	33618													
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED SumCo Eco-Contracting, LLC 16 Front St Ste 209 Salem MA 01970														

COVERAGES

CERTIFICATE NUMBER: Cert ID 5391

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793002155 0002	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Per Project Max \$ 10,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	6238212	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	793002156-02	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Pollution	Y	Y	793002156 0002	05/01/2016	05/01/2017	Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included by contract as additional insured

CERTIFICATE HOLDER**CANCELLATION**

The Nature Conservancy
 Att: John Dwelley
 4425 N Fairfax Drive

 Arlington VA 22203

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2016

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

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

PRODUCER KNIGHT-DIK INS AGCY INC 446 MAIN ST WORCESTER, MA 01608 723MK	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SUMCO ECO CONTRACTING LLC 16 FRONT ST SUITE 209 SALEM, MA 01970	INSURER A: ACE AMERICAN INSURANCE COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

INSR LTR	TYPE OF INSURANCE	ADD L	SUB R	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS		
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMP/OP AGG	\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULE AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
								\$	
A	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> N <input type="checkbox"/> Y (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-9F778080-16	05/12/2016	05/12/2017	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER	
							E. L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 THIS REPLACES ANY PRIOR CERTIFICATE ISSUED TO THE CERTIFICATE HOLDER AFFECTING WORKERS COMP COVERAGE.

CERTIFICATE HOLDER THE NATURE CONSERVANCY DEVIL'S DEN PRESERVE WESTON, CT 06883	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2016

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

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PRODUCER Knight-Dik Ins Agcy Inc Main St 446 Main St 9th Fl Worcester MA 01608	CONTACT NAME _____	
	PHONE (A/C, No, Ext): (508) 753-6353	FAX (A/C, No): (508) 752-1764
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Safety Indemnity Insurance Com		33618
INSURER B: Homeland Ins Co of NY		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER #:		

INSURED
 SumCo Eco-Contracting, LLC

 16 Front Street


 Salem MA 01970

COVERAGES **CERTIFICATE NUMBER:** Cert ID 5060 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	Y	Y	793002155 0002	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Max \$ 10,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	6238212	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS \$	Y	Y	793002156 0002	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$ \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included by contract as additional insured

CERTIFICATE HOLDER Fuss & O'Neill 146 Hartford Road Manchester CT 06040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/30/2016

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

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PRODUCER Knight-Dik Ins Agcy Inc Main St 446 Main St 9th Fl Worcester MA 01608	CONTACT NAME: Tom Durkin PHONE (A/C, No, Ext): (508) 753-6353 E-MAIL ADDRESS: tdurkin1128@gmail.com FAX (A/C, No): (508) 752-1764
	INSURER(S) AFFORDING COVERAGE INSURER A: Safety Indemnity Insurance Com INSURER B: Homeland Ins Co of NY INSURER C: Hartford INSURER D: INSURER E: INSURER F:

INSURED
 SumCo Eco-Contracting, LLC
 16 Front Street
 Salem MA 01970

COVERAGES **CERTIFICATE NUMBER:** Cert ID 5163 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER POLICY: <input checked="" type="checkbox"/> PRO- <input type="checkbox"/> JEC- <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		793002155 0002	5/1/2016	5/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/DP AGG Per Project Max \$ 10,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		6238212	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> QED <input type="checkbox"/> RETENTIONS	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	793002156 0002	5/1/2016	5/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A				PER STATE OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution		79300215500-02	5/1/2016	5/1/2017	Each Pollution Condition 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as required by contract as additional insured

CERTIFICATE HOLDER The Nature Conservancy Devil's Den Preserve Weston CT 06883	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/20/2016

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

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PRODUCER Knight-Dik Ins Agcy Inc Main St 446 Main St 9th Fl Worcester MA 01608	CONTACT NAME: Tom Durkin PHONE (A/C, No, Ext): (508) 753-6353 E-MAIL ADDRESS: tdurkin1128@gmail.com	FAX (A/C, No): (508) 752-1764
	INSURER(S) AFFORDING COVERAGE	
INSURED SumCo Eco-Contracting, LLC 16 Front Street Salem MA 01970	INSURER A: Safety Indemnity Insurance Com NAIC # 33618	
	INSURER B: Homeland Ins Co of NY	
	INSURER C: Hartford	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 5374

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	793002155 0002	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Per Project Max \$ 10,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	6238212	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	793002156 0002	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Contractors Pollution	Y	Y	79300215500-02	05/01/2016	05/01/2017	Each Pollution Condition \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as required by contract as additional insured

CERTIFICATE HOLDER**CANCELLATION**

Norton Paper Mill, LLC
 Nancy N. Wasniewski
 167 Marvin Road

 Colchester CT 06415

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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Connecticut Department of
**ENERGY &
ENVIRONMENTAL
PROTECTION**

79 Elm Street • Hartford, CT 06106-5127

www.ct.gov/deep

Affirmative Action/Equal Opportunity Employer

The Nature Conservancy
Devil's Den Preserve
PO Box 1162
Weston, CT 06883

Attn: Sally Harold

Application No.: DS-201604814
Town: Colchester
Waters: Jeremy River and the tributary Pine Brook.
Permit type: Dam Safety Dam Removal
Project: Removal of the Norton Paper Company Dam, Dam# 2802


Dear Ms. Harold:

The Commissioner of Energy and Environmental Protection has approved your application to conduct certain regulated activities. Your attention is directed to the conditions of the enclosed permit. You should read your permit carefully. Construction and other work must conform to that which is authorized.

If you have not already done so, you should contact your local Planning and Zoning Office and the U. S. Army Corps of Engineers to determine local and federal permit requirements on your project, if any. Write the Corps' New England District, Regulatory Branch, 696 Virginia Road, Concord, MA 01742-2751; <http://www.nae.usace.army.mil/> or call 1-800-343-4789.

If you have any questions concerning your permit, please contact the Inland Water Resources Division at (860) 424-3019 or me at 860-424-3870.

9/20/2016
DKTE


Peter L. Spangenberg, P.E., Civil Engineer III
Connecticut Dam Safety Program

COPIES FURNISHED TO:

Colchester Town Clerk (per statutory requirement) - please forward to chief elected official. This letter and the permit do not need to be filed on the land records.

DEEP Inland Fisheries Division
Fuss & O'Neill - Phil Moreschi



PERMIT

Permittee: The Nature Conservancy

Devil's Den Preserve
PO Box 1162
Weston, CT 06883
Attn: Sally Harold

Permit No: DS-201604814

Town: Colchester

Project: Removal of Norton Paper Company Dam, Colchester Dam# 2802

Waters: Pine Brook and Jeremy River

Pursuant to Connecticut General Statutes Section 22a-403, the Commissioner of Energy and Environmental Protection ("Commissioner") hereby grants a permit to The Nature Conservancy ("the Permittee") to conduct regulated activities associated with the removal of the Norton Paper Company Dam CTDamID# 2802 located on the Jeremy River below the confluence of Pine Brook in the town of Colchester, CT. The purpose of said activities authorized herein is to remove the concrete dam and restore the Jeremy River and Pine Brook to their original pre-dam condition.

AUTHORIZED ACTIVITY

Specifically, the permittee is authorized to perform the following: In conjunction with and following the demolition of the derelict mill building on site, install coffer dams to dewater the impoundment, install rip rap scour protection at the footings of the upstream Paper Mill Road bridge, remove the accumulated clean sediment within the impoundment, place the removed sediment in areas on site, re-create stream channels for Pine Brook and the Jeremy River, remove the concrete Paper Company Dam, work with Dam Safety program staff to finalize the acceptable design to create a stable stream channel at the dam and building interface, and finalize the project to restore the area to similar to the pre-dam condition.

The activities proposed will impact the Jeremy River and the tributary Pine Brook.

All activities shall be conducted in accordance with plans entitled: "Norton Paper Mill Dam Removal, Colchester, Connecticut, Jeremy River, March 2016 prepared for The Nature Conservancy by Fuss & O'Neill, Inc. with a revision date of August 24, 2016.

This authorization constitutes the licenses and approvals required by Section 22a-403 of the Connecticut General Statutes.

This authorization is subject to and does not derogate any present or future property rights or other rights or powers of the State of Connecticut, conveys no property rights in real estate or material nor any exclusive privileges, and is further subject to any and all public and private rights and to any federal, state, or local laws or regulations pertinent to the property or activity affected thereby.

The permittee's failure to comply with the terms and conditions of this permit shall subject the permittee, including the permittee's agents or contractor(s) to enforcement actions and penalties as provided by law.

This authorization is subject to the following conditions:

CONDITIONS:

1. **Expiration.** This permit shall expire three years from the date of issuance.
2. **Construction Commencement and Completion.** If construction authorized herein is not completed within three years of issuance of this permit or within such other time as may be provided by this permit, or if any activity authorized herein is not commenced within three years of issuance of this permit or within such other time as may be provided by this permit, this permit shall expire three years after issuance or at the end of such time as may be authorized by the Commissioner.
3. **Notification of Project Initiation.**
 - a. The permittee shall notify the Commissioner in writing no less than seven (7) days prior to commencement of permitted activities and no less than seven (7) days following completion of permitted activities.
 - b. The permittee shall, pursuant to Section 22a-377(b)-1(a)(16)C of the Regulations of Connecticut State Agencies, notify the Commissioner and any potentially affected water company in writing at least seven (7) days prior to the lowering of The Norton Paper Mill Pond for the purpose of undertaking permitted activities.
 - c. The Department of Energy and Environmental Protection shall be notified at least forty-eight (48) hours prior to drawdown of the impoundment, in accordance with Section 26-138 of the Connecticut General Statutes. Such notification shall be made to the Inland Fisheries Division, 79 Elm Street, Hartford, CT 06106-5127, and telephone no. 860- 424-3474.
4. **De minimis Alteration.** The permittee may not make any alterations, except de minimis alterations, to the permit authorized plans unless the permittee applies for and receives a modification of this permit. A de minimis alteration means a change in the design,

construction or operation authorized under this permit that does not increase environmental impacts or substantively alter the construction of the project as permitted.

5. **Accuracy of Documentation.** In issuing this permit, the Commissioner has relied on information provided by the permittee. If such information was false, incomplete, or misleading, this permit may be modified, suspended or revoked and the permittee may be subject to any other remedies or penalties provided by law.

6. **Best Management Practices & Notification of Adverse Impact.** In constructing or maintaining any structure or facility or conducting any activity authorized herein, or in removing any such structure or facility under condition 5 hereof, the permittee shall employ best management practices to control storm water discharges, to prevent erosion and sedimentation, and to otherwise prevent pollution of wetlands and other waters of the State. Best Management Practices include, but are not limited, to practices identified in the *Connecticut Guidelines for Soil Erosion and Sediment Control* as revised, 2004 *Connecticut Stormwater Quality Manual*, Department of Transportation's *ConnDOT Drainage Manual* as revised, and the Department of Transportation Standard Specifications as revised.
 - a. The permittee shall immediately inform the Commissioner of any adverse impact or hazard to the environment which occurs or is likely to occur as the direct result of the construction, maintenance, or conduct of structures, facilities, or activities authorized herein.
 - b. The work shall be conducted as much as is possible during the seasonal low flow periods of the Jeremy River and Pine Brook.

7. **Reporting of Violations.** The permittee shall, no later than 48 hours after the permittee learns of a violation of this permit, report same in writing to the Commissioner. Such report shall contain the following information:
 - a. the provision(s) of this permit that has been violated;
 - b. the date and time the violation(s) was first observed and by whom;
 - c. the cause of the violation(s), if known
 - d. if the violation(s) has ceased, the duration of the violation(s) and the exact date(s) and times(s) it was corrected;
 - e. if the violation(s) has not ceased, the anticipated date when it will be corrected;
 - f. steps taken and steps planned to prevent a reoccurrence of the violation(s) and the date(s) such steps were implemented or will be implemented;

- g. the signatures of the permittee and of the individual(s) responsible for actually preparing such report, each of whom shall certify said report in accordance with condition 12 of this permit.
8. **Material Storage in the Floodplain.** The storage of any materials at the site which are buoyant, hazardous, flammable, explosive, soluble, expansive, radioactive, or which could in the event of a flood be injurious to human, animal or plant life, below the elevation of the five-hundred (500) year flood is prohibited. Any other material or equipment stored at the site below said elevation by the permittee or the permittee's contractor must be firmly anchored, restrained or enclosed to prevent flotation. The quantity of fuel stored below such elevation for equipment used at the site shall not exceed the quantity of fuel that is expected to be used by such equipment in one day.
9. **Permit Transfer.** This permit is not transferable without the prior written consent of the Commissioner.
10. **Contractor Notification.** The permittee shall give a copy of this permit to the contractor(s) who will be carrying out the activities authorized herein prior to the start of construction and shall receive a written receipt for such copy, signed and dated by such contractor(s). The permittee's contractor(s) shall conduct all operations at the site in full compliance with this permit and, to the extent provided by law, may be held liable for any violation of the terms and conditions of this permit.
11. **Certification of Documents.** Any document, including but not limited to any notice, which is required to be submitted to the Commissioner under this permit shall be signed by the permittee or a responsible corporate officer of the permittee, a general partner of the permittee, and by the individual or individuals responsible for actually preparing such document, each of whom shall certify in writing as follows:

"I have personally examined and am familiar with the information submitted in this document and all attachments thereto and I certify that based on reasonable investigation, including my inquiry of the individuals responsible for obtaining the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that a false statement in the submitted information may be punishable as a criminal offense in accordance with Section 22a-6 of the General Statutes, pursuant to Section 53a-157b and in accordance with any other applicable statute."

12. **Submission of Documents.** Any document or notice required to be submitted to the Commissioner under this permit shall, unless otherwise specified in writing by the Commissioner, be directed to:

Director, Inland Water Resources Division
Department of Energy and Environmental Protection
79 Elm Street
Hartford, CT 06106-5127

The date of submission to the Commissioner of any document required by this permit shall be the date such document is received by the Commissioner. The date of any notice by the Commissioner under this permit, including but not limited to notice of approval or disapproval on any document or other action, shall be the date such notice is personally delivered or the date three days after it is mailed by the Commissioner, whichever is earlier. Except as otherwise specified in this permit, the word "day" means any calendar day. Any document or action which is required by this permit to be submitted or performed by a date which falls on a Saturday, Sunday or legal holiday shall be submitted or performed by the next business day thereafter.

13. **Rights.** This permit is subject to and does not derogate any rights or powers of the State of Connecticut, conveys no property rights or exclusive privileges, and is subject to all public and private rights and to all applicable federal, state, and local law. In constructing or maintaining any structure or facility or conducting any activity authorized herein, the permittee may not cause pollution, impairment, or destruction of the air, water, or other natural resources of this State. The issuance of this permit shall not create any presumption that this permit should be renewed.

14. **Dam Safety Conditions**

- a. This permit and a copy of the approved plans shall be kept at the project site and made available to the Commissioner at any time during the construction of permitted activities.
- b. Permitted dam removal activities shall be performed under the supervision of an engineer who is licensed to practice in the State of Connecticut and who is familiar with dam construction and removal. Said engineer shall, upon completion of the permitted activities, certify to the Commissioner in writing that the permitted activities have been completed according to the approved plans and specifications.
- c. Within thirty (30) days of completion of the permitted activities, permittee shall submit to the Commissioner a record drawing on a single sheet depicting the removed dam as completed, including any deviations from the approved plans and specifications. Said drawing shall be prepared and sealed by the engineer who oversaw the construction. In addition, the permittee shall arrange for submission of an electronic copy of the final record drawing in Adobe Acrobat "pdf" format.


- d. Nothing in this permit and no order, approval or advice of the Commissioner, shall relieve any owner or operator of {a dam} from his legal duties, obligations and liabilities resulting from such ownership or operation. No action for damages sustained through the partial or total failure of any structure or its maintenance shall be brought or maintained against the state, the Commissioner of Energy and Environmental Protection, or his employees or agents.
 - e. If during the process of construction, unforeseen conditions are found on the site and the permittee and their engineer determine that it would be appropriate to modify the design, then the permittee shall notify DEEP within 24 hours of any potential design changes to determine if the design modifications will be an activity that can be categorized as a de minimis activity when compared to the permitted design. No work shall take place which was not included as part of the permitted design until DEEP responds to this determination request.
- 15. Finalize Channel Design at Dam/Building Foundation.** Following removal of the mill building or upon dewatering of the impoundment, the permittee or the engineer overseeing the construction work must contact the DEEP Dam Safety Program by phone at 860-424-3870 or email at DEEP.DamSafety@ct.gov to schedule an inspection of the area where the dam and building were connected that presently is inaccessible. The final channel design in the area will be considered a de minimis activity but must be field approved by program staff in consultation with the contractor and engineer.
- 16. Sequence of Construction and Water Control.** The Sequence of Construction and Water Handling Plan provided in the application shall be reviewed by the contractor constructing the dam rehabilitation. If the plan is revised or updated, a copy of the revised plan must be submitted to the Dam Safety Program at its email address: DEEP.DamSafety@ct.gov before beginning construction or within 48 hours of its revision after construction has started
- 17. Flood Contingency Plan.** The flood contingency plan submitted with the application as Attachment I shall be reviewed by the contractor constructing the dam rehabilitation and if any revisions are made to the plan, a copy of the revised plans must be submitted to the Dam Safety Program at DEEP.DamSafety@ct.gov within 48 hours.
- 18. Species of Special Concern.** The permittee shall execute all elements in the plan entitled, "Norton Paper Mill Dam Removal Plan / Jeremy River, Colchester / Protection and Monitoring Plan for Connecticut Species of Special Concern," dated March 2016, revised through July 7, 2016, and prepared by The Nature Conservancy.
- 19. Invasive Plant Monitoring.** The permittee shall complete the 3-year Invasive Plant Monitoring and Control Program (the program) as described in the Mitigation/Restoration Evaluation document appended to their Connecticut Addendum – Army Corps of Engineers General Permit State of Connecticut (CT GP) submitted as part of their application. The initial survey shall commence only after one complete growing

Permit DS-201604814 The Nature Conservancy
Norton Paper Mill Dam Removal, Dam #2802
Colchester, Connecticut
Page 7 of 7

season has passed. Annual reports shall be submitted to this division by November 1 of the reporting year. The Commissioner shall have the right to extend the duration of the program based on the review of submitted program results.

Issued by the Commissioner of Energy and Environmental Protection on:

September 19, 2016
Date



Michael Sullivan, Deputy Commissioner
Environmental Quality

NORTON PAPER MILL DAM REMOVAL

COLCHESTER · CONNECTICUT

JEREMY RIVER

MARCH 2016

REVISED: AUGUST 2016

PREPARED FOR
**THE NATURE
CONSERVANCY**
DEVIL'S DEN PRESERVE
P O BOX 11162
WESTON, CT

PREPARED BY
**FUSS & O'NEILL**
146 HARTFORD ROAD
COLCHESTER, CONNECTICUT 06430
www.fuss.com



LOCATION MAP

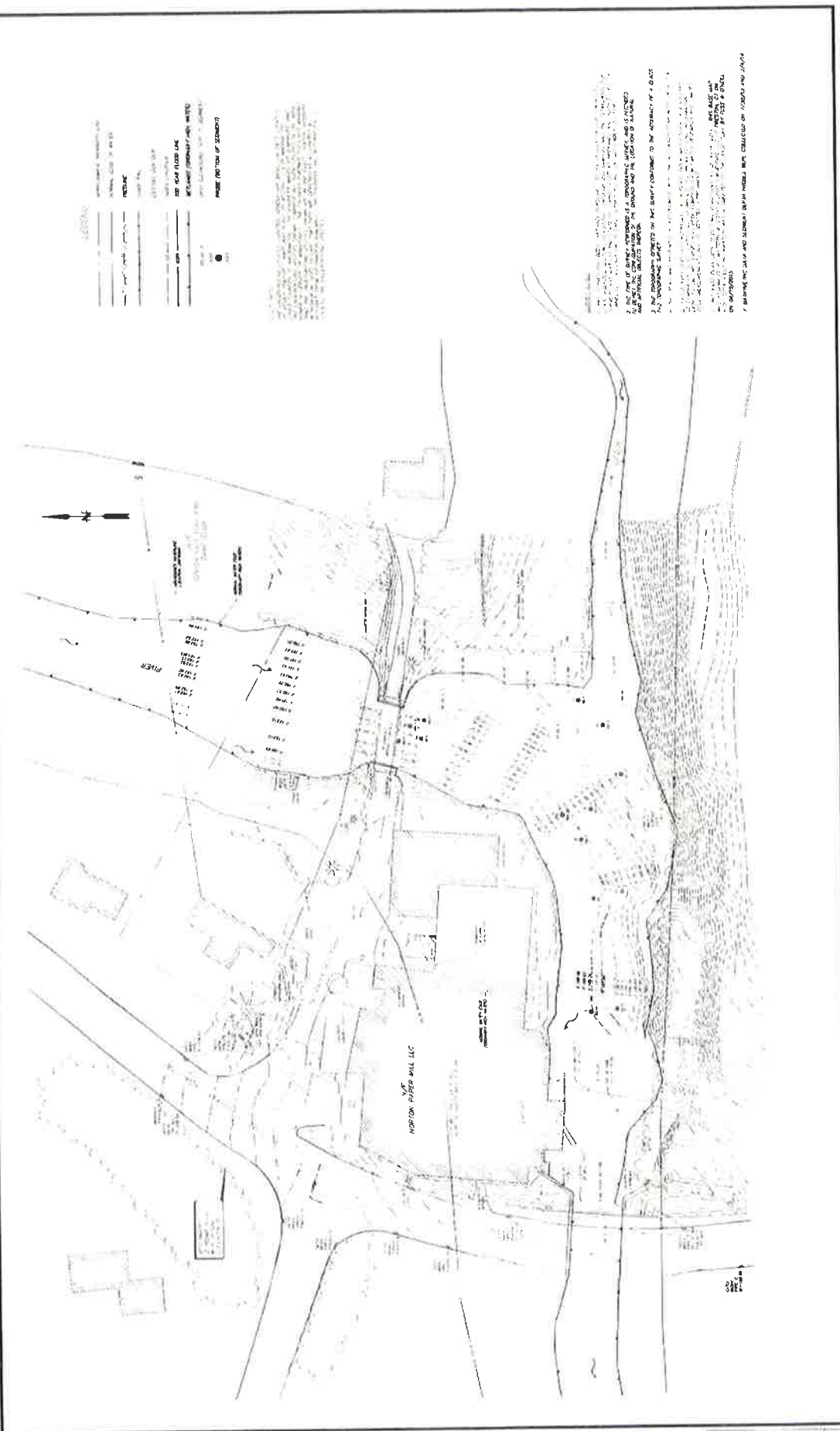
SHEET INDEX

SHEET No.	SHEET TITLE
1	COVER SHEET
2	EXISTING CONDITIONS
3	FINAL GRADING AND STREAM RESTORATION
4	WATER CONTROL, EROSION & SEDIMENT CONTROL, AND CONSTRUCTION SEQUENCE
5	WATERCOURSE AND WETLAND IMPACTS
6	CENTERLINE LONGITUDINAL PROFILE
7	PROPOSED TYPICAL CHANNEL SECTIONS
8	UPSTREAM BRIDGE ELEVATION
9	EROSION AND SEDIMENT CONTROL DETAILS



Jeremy R. O'Neill
Professional Engineer
No. 10000
State of Connecticut
Date: 08/15/16
This stamp is to be used only if the engineer is the author of the design. It is not to be used if the engineer is only a reviewer or checker of the design. The signature and seal of the engineer must be placed on the drawing.

SHT 1



SHT 2

THE NATURE CONSERVANCY

EXISTING CONDITIONS

139 WESTCHESTER AVENUE

FUSS & O'NEILL

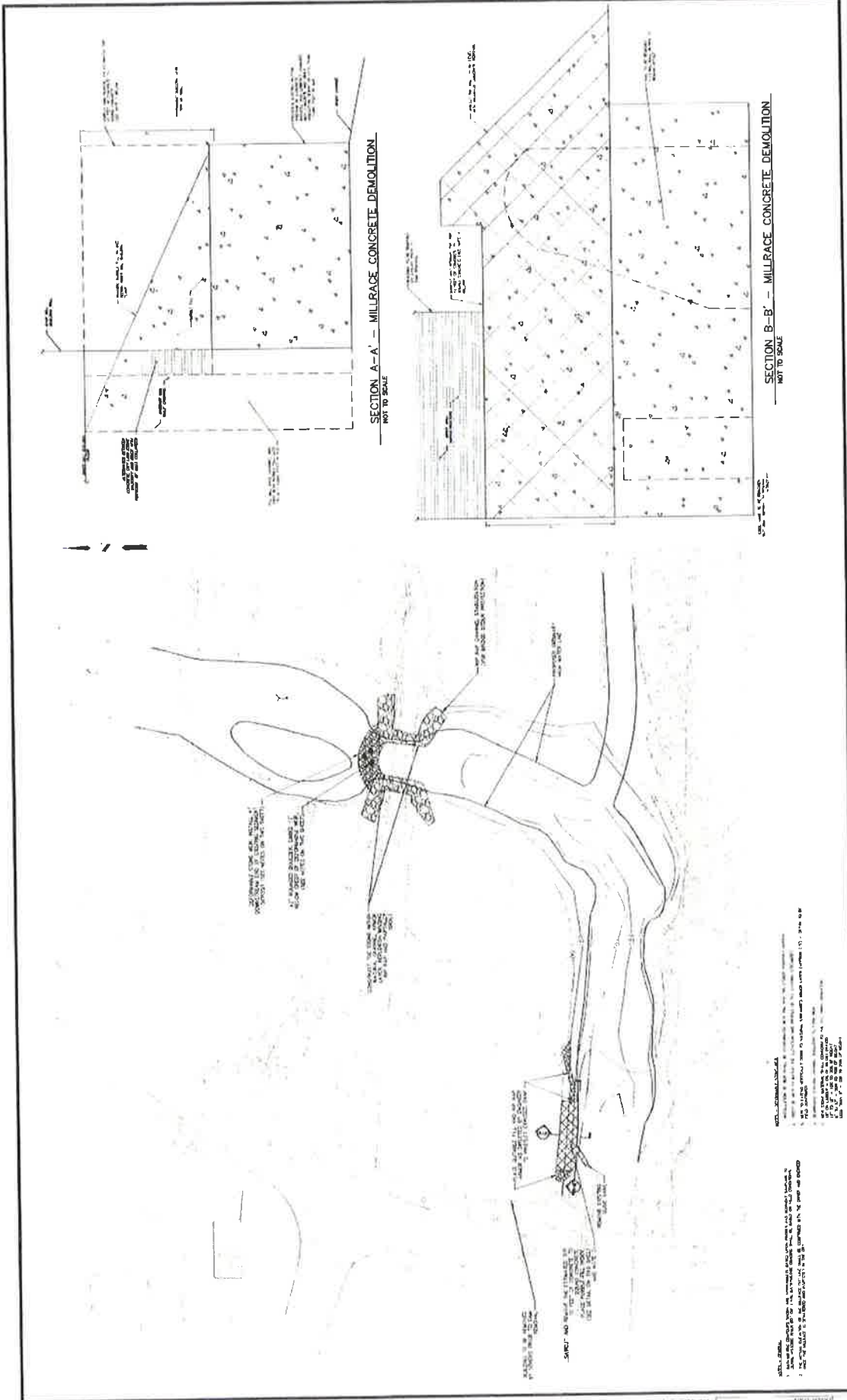
100 HARTFORD ROAD

HARTFORD, CT 06108

WWW.FUSSANDONEILL.COM



NO.	DESCRIPTION	DATE



SHT 3

THE NATURE CONSERVANCY
 FINAL GRADING AND STREAM RESTORATION
 NORTON PAPER MILL DAM REMOVAL
 COLCHESTER

FUSS & O'NEILL
 AN ARCHITECTURAL FIRM
 100 STATE STREET
 COLCHESTER, MA 01516
 TEL: 508/885-1100
 FAX: 508/885-1101

SCALE	DATE	BY
1" = 20'	10/15/03	JFO
1" = 40'	10/15/03	JFO
1" = 80'	10/15/03	JFO
1" = 160'	10/15/03	JFO
1" = 320'	10/15/03	JFO
1" = 640'	10/15/03	JFO
1" = 1280'	10/15/03	JFO

NO.	DESCRIPTION	DATE
1	DESIGN	10/15/03
2	REVISION	10/15/03
3	REVISION	10/15/03
4	REVISION	10/15/03
5	REVISION	10/15/03
6	REVISION	10/15/03
7	REVISION	10/15/03
8	REVISION	10/15/03
9	REVISION	10/15/03
10	REVISION	10/15/03



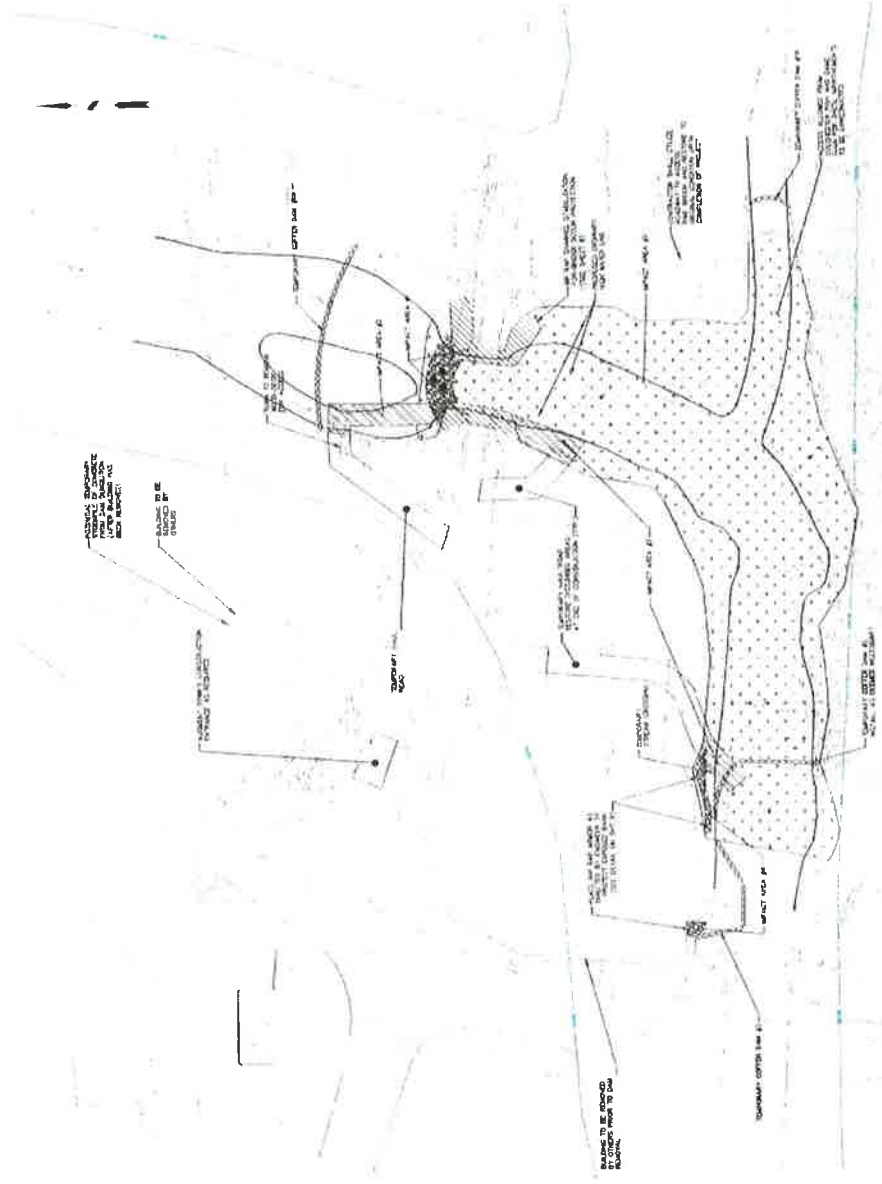
NOT TO SCALE

SECTION A-A' - MILLRACE CONCRETE DEMOLITION

SECTION B-B' - MILLRACE CONCRETE DEMOLITION

DATE: 10/15/03

BY: JFO



SCHEDULE OF DISTURBANCE BELOW EXISTING BOUNDARY OF WATER USE

IMPACT AREA	DESCRIPTION	TYPE	AREA (SQ FT)	ADJACENT TO
1	IMPACT AREA 1	Disturbance	500	W
2	IMPACT AREA 2	Disturbance	1000	W
3	IMPACT AREA 3	Disturbance	1500	W

SCHEDULE OF DISTURBANCE BELOW PROPOSED POST DAM REMOVAL BOUNDARY OF WATER LINE

IMPACT AREA	DESCRIPTION	TYPE	AREA (SQ FT)	ADJACENT TO
1	IMPACT AREA 1	Disturbance	500	W
2	IMPACT AREA 2	Disturbance	1000	W
3	IMPACT AREA 3	Disturbance	1500	W

THE NATURE CONSERVANCY
WATERCOURSE AND WETLAND IMPACTS
NORTON PAPER MILL DAM REMOVAL
COLCHESTER, CONNECTICUT

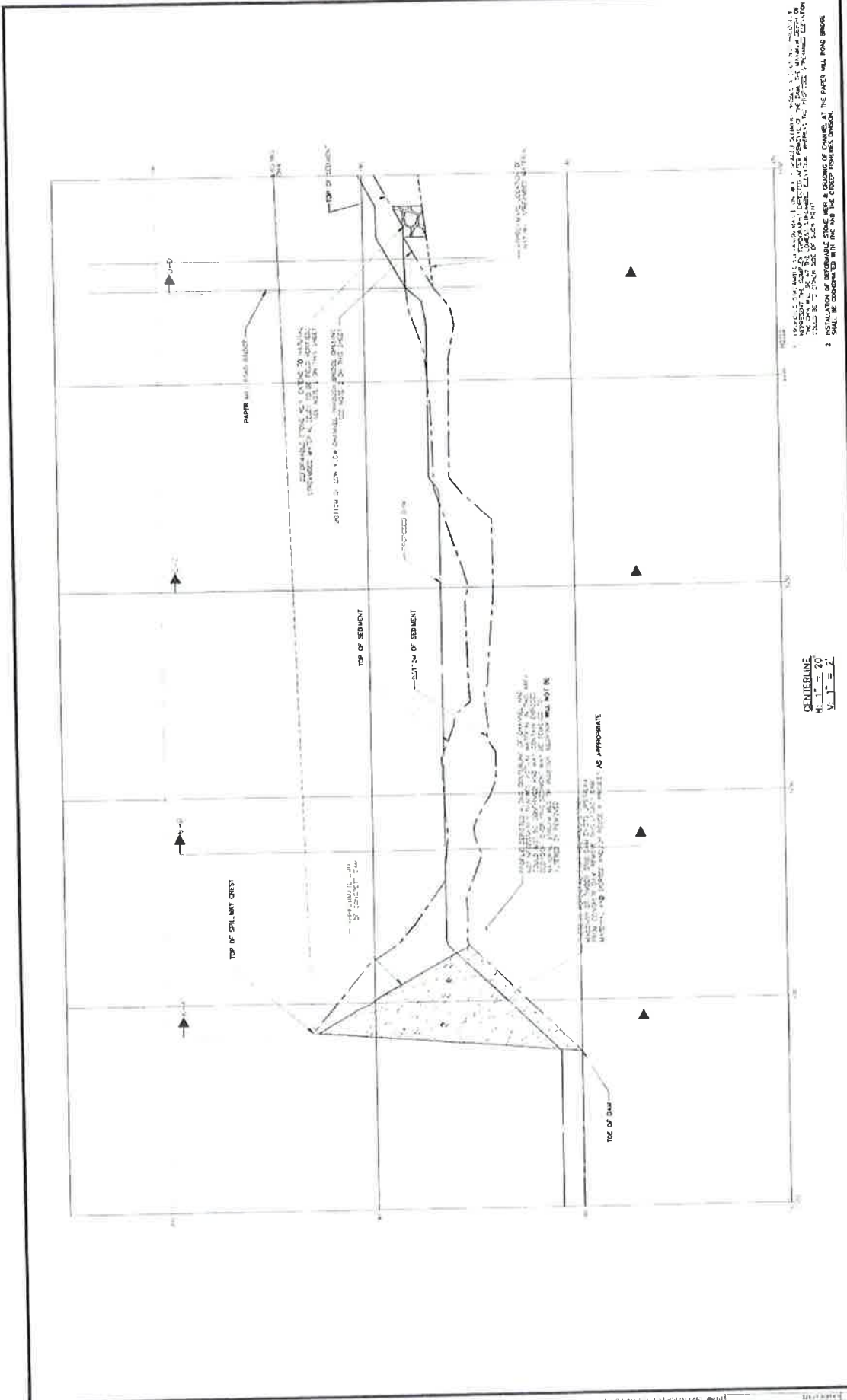
SHT 5

FUSS & O'NEILL
180 HARTFORD ROAD
MANSFIELD CENTER, CONNECTICUT 06033
www.fuss.com

SCALE: 1" = 100' (AS SHOWN)
DATE: 10/20/2010
PROJECT: NORTON PAPER MILL DAM REMOVAL
GRAPHIC SCALE

DATE: 10/20/2010
PROJECT: NORTON PAPER MILL DAM REMOVAL
DRAWN BY: J. O'NEILL
CHECKED BY: J. O'NEILL
APPROVED BY: J. O'NEILL

DATE: 10/20/2010
PROJECT: NORTON PAPER MILL DAM REMOVAL
DRAWN BY: J. O'NEILL
CHECKED BY: J. O'NEILL
APPROVED BY: J. O'NEILL



CENTERLINE
 H₁ = 20
 V₁ = 2

SHT 6

THE NATURE CONSERVANCY
 CENTERLINE LONGITUDINAL PROFILE
 NORTON PAPER MILL DAM REMOVAL
 COLCHESTER
 CONNECTICUT

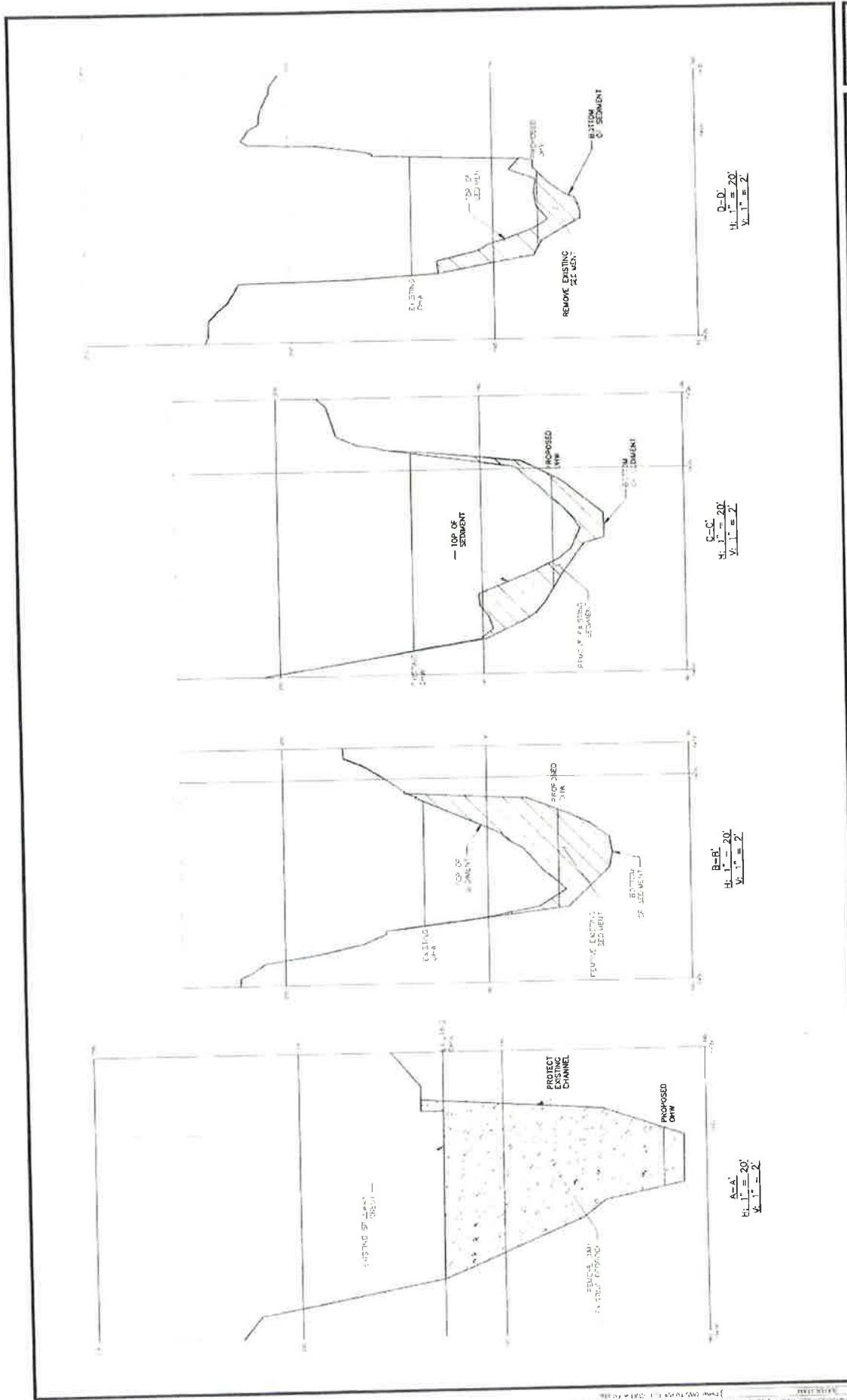
RUSS & O'NEILL
 INDEPENDENT ENGINEERS
 1000 NORTH MAIN STREET
 COLCHESTER, CT 06417
 WWW.RUSS-ON.COM

SCALE
 HORIZONTAL: 1" = 20'
 VERTICAL: 1" = 2'
 GRAPHIC SCALE
 0 20 40 60 80 100

DATE: 05/12/10
 DRAWN BY: J. RUSSELL
 CHECKED BY: J. RUSSELL
 SCALE: AS SHOWN



NO.	REVISION	DATE



SHT 7

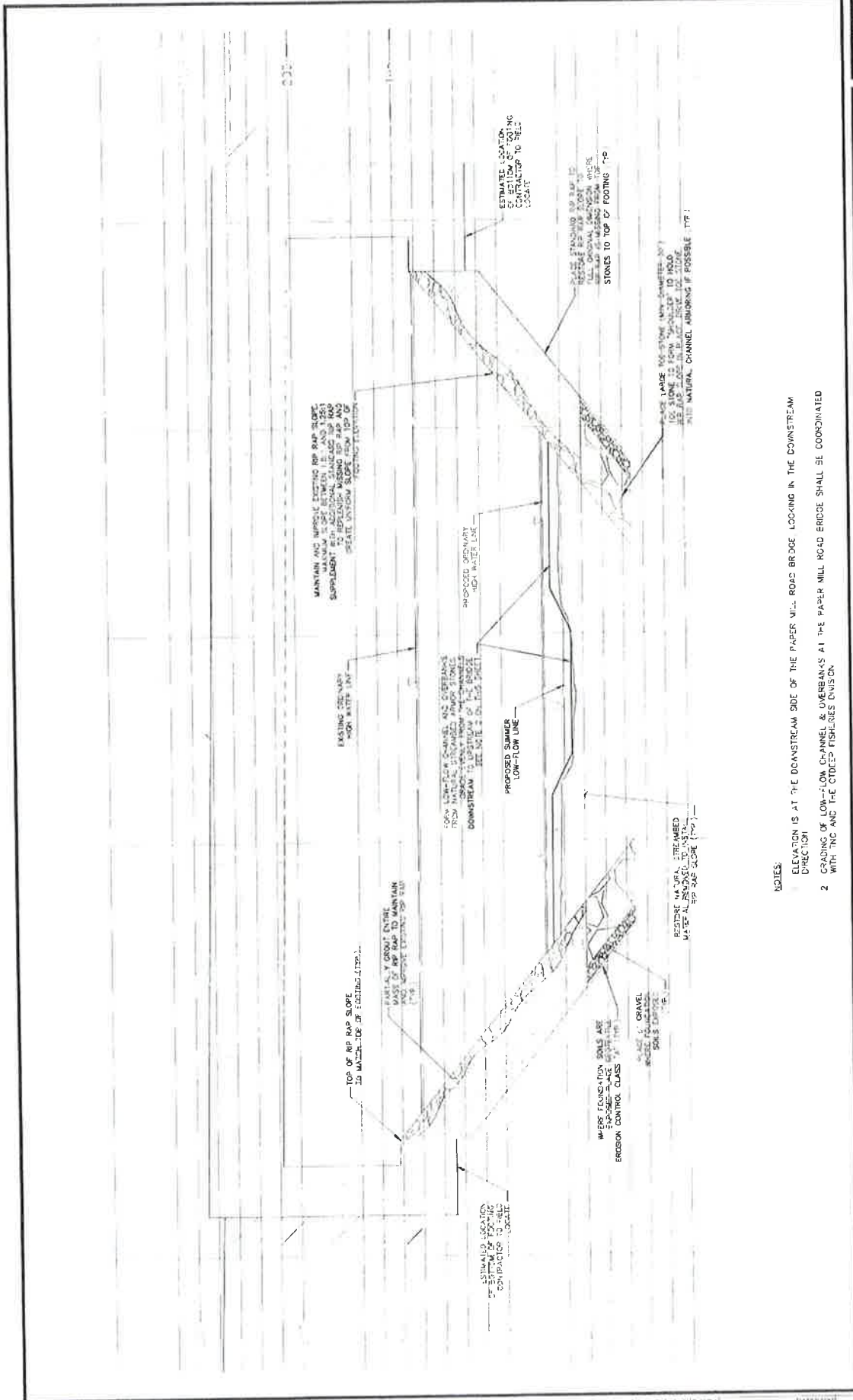
THE NATURE CONSERVANCY
 PROPOSED TYPICAL CHANNEL SECTIONS
 NORTON PAPER MILL DAM REMOVAL
 COLCHESTER



NO.	DATE	BY	CHKD.	DESCRIPTION



NO.	DATE	BY	CHKD.	DESCRIPTION



- NOTES:
- 1 ELEVATION IS AT THE DOWNSTREAM SIDE OF THE PAPER MILL ROAD BRIDGE LOOKING IN THE DOWNSTREAM DIRECTION.
 - 2 GRADING OF LOW-FLOW CHANNEL & URBAN BANKS AT THE PAPER MILL ROAD BRIDGE SHALL BE COORDINATED WITH THE AND THE OTHERS FISHERIES DIVISION.

SHT 8

THE NATURE CONSERVANCY
 UPSTREAM BRIDGE ELEVATION
 NORTON PAPER MILL DAM REMOVAL
 COLCHESTER CONNECTICUT



SCALE	
MODEL	1" = 2'
FIELD	1" = 20'
AS SHOWN	AS NOTED
DATE	11/11/11
GRAPHIC SCALE	

DATE: 11/11/11
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]



SCALE

NO.	REVISION	DATE
1	ISSUED FOR PERMITS	11/11/11
2	REVISED FOR CONSTRUCTION	11/11/11
3	REVISED FOR CONSTRUCTION	11/11/11
4	REVISED FOR CONSTRUCTION	11/11/11
5	REVISED FOR CONSTRUCTION	11/11/11
6	REVISED FOR CONSTRUCTION	11/11/11
7	REVISED FOR CONSTRUCTION	11/11/11
8	REVISED FOR CONSTRUCTION	11/11/11
9	REVISED FOR CONSTRUCTION	11/11/11
10	REVISED FOR CONSTRUCTION	11/11/11

CONSTRUCTION

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES AT ALL TIMES.

4. THE CONTRACTOR SHALL MAINTAIN PROTECTION AND DISTURBANCE MINIMUMS AT ALL TIMES.

5. THE CONTRACTOR SHALL MAINTAIN PROTECTION AND DISTURBANCE MINIMUMS AT ALL TIMES.

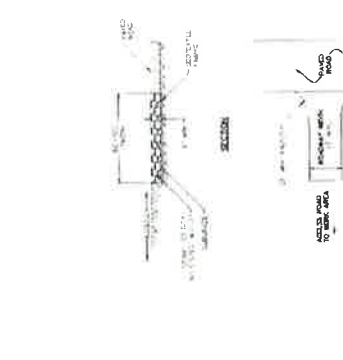
6. THE CONTRACTOR SHALL MAINTAIN PROTECTION AND DISTURBANCE MINIMUMS AT ALL TIMES.

7. THE CONTRACTOR SHALL MAINTAIN PROTECTION AND DISTURBANCE MINIMUMS AT ALL TIMES.

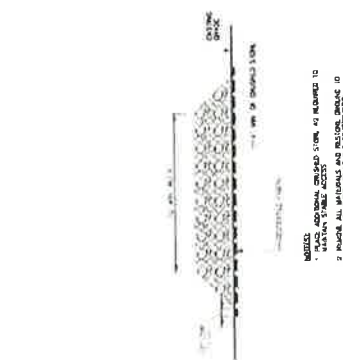
8. THE CONTRACTOR SHALL MAINTAIN PROTECTION AND DISTURBANCE MINIMUMS AT ALL TIMES.

9. THE CONTRACTOR SHALL MAINTAIN PROTECTION AND DISTURBANCE MINIMUMS AT ALL TIMES.

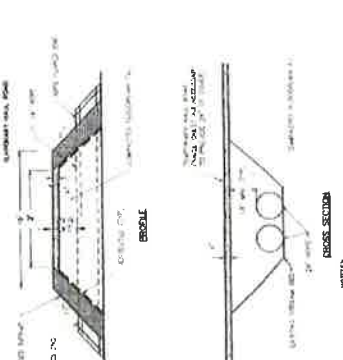
10. THE CONTRACTOR SHALL MAINTAIN PROTECTION AND DISTURBANCE MINIMUMS AT ALL TIMES.



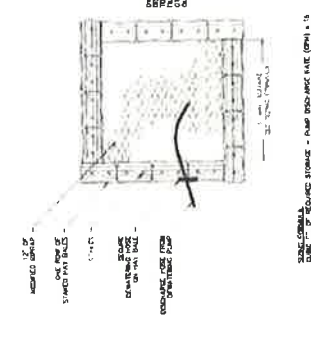
CONSTRUCTION ENTRANCE
NOT TO SCALE



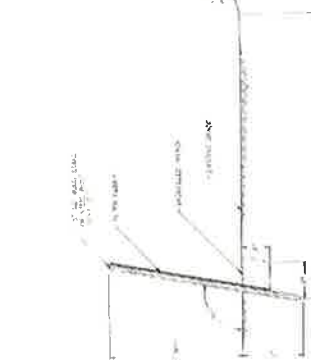
TEMPORARY HAUL ROAD - CRUSHED STONE**
NOT TO SCALE



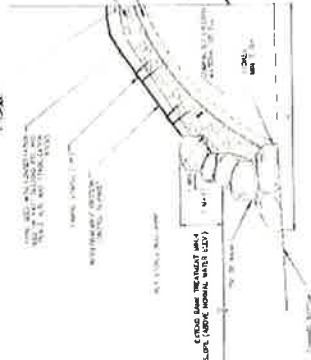
TEMP. CULVERT CROSSING (IN STREAM CHANNEL)
NOT TO SCALE



DEWATERING BASIN
NOT TO SCALE



SILT FENCE
NOT TO SCALE



RIVER BANK SECTION
NOT TO SCALE

SHT 9

THE NATURE CONSERVANCY
EROSION AND SEDIMENT CONTROL DETAILS
NORTON PAPER MILL DAM REMOVAL
COLCHESTER CONNECTICUT

FUSS & O'NEILL
AN EASTPORT FIRM
ARCHITECTS, ENGINEERS, AND PLANNERS
100 EASTPORT ROAD
EASTPORT, CONNECTICUT 06424
WWW.FUSS-ON.COM

DATE	NOV 11 2011
BY	J. O'NEILL
CHECKED BY	J. O'NEILL
DATE	NOV 11 2011

DATE: 11/11/11
BY: J. O'NEILL
CHECKED BY: J. O'NEILL
DATE: 11/11/11



NATUCON-10

LVIDAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0C36861
Chantilly-Alliant Ins Svc Inc.
4530 Walney Rd Ste 200
Chantilly, VA 20151-2285
CONTACT NAME: Kelly Mitchum
PHONE (A/C, No, Ext):
E-MAIL: KMitchum@alliant.com
ADDRESS:
INSURER(S) AFFORDING COVERAGE
INSURER A: Great Northern Insurance Company NAIC # 20303
INSURER B: Federal Insurance Company 20281
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Norton Paper Mill dam removal, start date October 3rd completion expected date November 30th, 2016
Town of Colchester and the Norton Paper Mill, LLC are included as additional insureds as their interests may appear with regards to the above reference.

CERTIFICATE HOLDER CANCELLATION

Town of Colchester
Attn: James Paggioli
127 Norwich Avenue
Colchester, CT 06415
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/20/2016

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

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

PRODUCER Knight-Dik Ins Agcy Inc Main St 446 Main St 9th Fl Worcester MA 01608	CONTACT NAME: Tom Durkin PHONE (A/C, No, Ext): (508) 753-6353 E-MAIL ADDRESS: tdurkin1128@gmail.com	FAX (A/C, No): (508) 752-1764
	INSURER(S) AFFORDING COVERAGE	
INSURED SumCo Eco-Contracting, LLC 16 Front Street Salem MA 01970	INSURER A: Safety Indemnity Insurance Com NAIC # 33618	
	INSURER B: Homeland Ins Co of NY	
	INSURER C: Hartford	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Cert ID 5374

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y	793002155 0002	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Per Project Max \$ 10,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	6238212	05/01/2016	05/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	793002156 0002	05/01/2016	05/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Contractors Pollution	Y	Y	79300215500-02	05/01/2016	05/01/2017	Each Pollution Condition \$ 2,000,000


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate holder is included as required by contract as additional insured

CERTIFICATE HOLDER**CANCELLATION**

Town of Colchester James Paggioli 127 Norwich Avenue Colchester CT 06415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 9-29-2016
Re: Associated Building Wreckers – Demolition & Remediation Services- Norton Mill

The remaining work at Norton Mill project is divided into generally 4 portions. 1) Remediation of The Hazardous Building Materials and Building Demolition – Town -STEAP Funding; 2) Paper Mill Dam Removal – The Nature Conservancy – Outside Federal and state Funding; 3) Phase III Environmental Study & Subsurface Soil Remediation and Final Site Stabilization – Town – DECD Brownfields Clean Up Grant; 4) Park Improvement Construction- Town –DECD Brownfields Clean Up Grant.

Previously the Town issued RFP 2015-13R, which was for Demolition services in regard to Item #1 and depending upon the costs, Items 3 & 4. The results of the bidding indicated that of the project scope, Item 1 and the U/G Oil Tank removal and remediation could be conducted with the existing STEAP grant proceeds. See attached Spread sheet for bidding results. This would be sufficient in order to proceed with the portion of the project work to be conducted by The Nature Conservancy, while the additional funding was sought and obtained. The additional Brownfield Clean Up grant for \$518,000 was obtained, for portions 3 and 4 in June, however the conditions of the grant are different than the original STEAP grant. The most productive course is to maximize the award the STEAP portion of the work, Items 1 and 2A of the RFP 2015-13R, and to conduct the remaining portions once scoped by the the Phase III Environmental Study and bid in accordance with the Brownfield Clean-up grant criteria.

As such, with the scope limited to Items 1 and 2A, the lower bidder for the project is Associated Building Wreckers with a bid of \$226,917.00 for those portions of the work. As part of the RFP requirements, the contractors was required to obtain all necessary permits and approvals from local and state agencies, which the last portion occurred with the AWP for building demolition and demolition permit on 9-27-2016. As such, the portions of the bid requirements have been completed by the contractor, bond and insurance also having been submitted and included within the contract, the authorization of the First Selectman to sign the contract is required to be done at this point. Attached is the completed contract with has been countersigned previously.

Proposed Motion: That the Board of Selectmen hereby awards Items #1 and #2A of the RFP 2015-13R Demolition Services Rebid – Norton Mill to Associated Building Wreckers and to authorize the First Selectman to sign the contract for Items 1 and #2A for the bid amount of \$226,917.00 for these services at the Norton Mill located at 139 Westchester Road in accordance with the available STEAP grant funding and the purchasing policy of the Town of Colchester.

NORTON MILL 2015-13R Bid Results
 Opened 1-7-2016

Exemptions	Bidder	Item #1 Demolition	Item #2A Tank	Tank & Soil Estimate	Item #2B Non-TSCA	Item #2B TSCA	Item #2B Estimate	Item #3	Item #4	Total
Y Final PCB	1 Always Excavating CT LLP, Killenworth, CT	\$187,162.50	\$43,962.50	\$43,962.50	\$145/tn \$343/7.50	\$315/tn \$51,975	\$57,412.50	\$1.50/cy \$8250	\$14.00/cy \$28,000	\$324,787.50
Y Asbest Monitor by Iangan	2 New England Tanker Constr. LLC, Milford, CT	\$380,000.00	\$215/tn	\$37,250	\$355/tn	\$725 /tn	\$169,970	\$8.00/tn \$66,600	\$17.00/tn \$68,600	\$717,560.00
N	3 Manafort Brothers Inc, Plainville, CT	\$446,000.00	\$300/tn	\$45,000	\$210/tn	\$330/tn	\$78,576	\$8.00/cy \$44,000	\$20.00/cy \$40,000	\$653,576.00
N	4 RED Technologies, LLC Bloomfield, CT	\$418,782.00	\$150/tn + \$52,000	\$74,500	\$450/tn	\$490/tn	\$120,128	\$75/tn \$97,121.50	\$30.00/tn \$121,000	\$631,822.50
N	5 Wides Construction, Inc., Franklin, CT	\$361,426.00	\$150/tn	\$22,500	\$425/tn	\$700/tn	\$153,540	\$7.50/cy \$41,250	\$22.00/cy \$44,000	\$624,716.00
Y Oil testing	6 Associated Building Wreckers, Inc., Springfield MA	\$184,217.00	\$95/tn + \$3/gal + \$16,450	\$42,700	\$180/tn	\$397/tn	\$88,213	\$9.75/cy \$53,625	\$29.99/cy \$59,980	\$428,735.00
Y 3rd BIV Monitor 7.125	7 Standard Demolition Services, Inc	\$386,400.00	\$680/tn + \$2.25/gal + \$5.15/gal Sludge	\$24,350	\$200/tn	\$350/tn	\$77,770	\$4.00/cy \$2,000	\$33.00/cy \$48,000	\$556,520.00
	8 Environmental Services, Inc, South Windsor, CT	\$274,500.00	\$245/tn	\$36,750	\$140/tn	\$275/tn	\$54,605	\$16.00/cy \$88,000	\$14.00/cy \$28,000	\$491,855.00
	9 NAADI, LLC Woburn, MA	\$483,000.00	\$252/tn	\$37,800	\$460/cy	\$652/cy	\$83,220	\$40.00/cy \$220,000	\$20.00/cy \$40,000	\$664,020.00

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Superintendent of Schools

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FAX: 537 - 1252

Bid # 2015-13 R

Bid Form Sheet for Request for Proposals
Demolition Services Rebid– Norton Mill

BID # 2015-13 Rebid

Bids shall be addressed to 1st Selectman, Stan Soby, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 Attn. Tricia Dean, on or before **2:00 P.M. January 7, 2016.**

Bids shall be submitted in a sealed envelope clearly marked, “2015-13R Demolition Services – Norton Mill” Bid opening shall take place at the Colchester Town Hall, Office of the 1st Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. January 7, 2016.**

This contract is subject to state set-aside and contract compliance requirements. This project is also subject to state of Connecticut Prevailing Wage Rates.

Any questions concerning this bid may be answered by contacting James Paggioli, L.S., Town of Colchester Director of Public Works, at (860) 537-7288. Email: publicworks@colchesterct.gov

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

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RFP #2015-13 R
BID FORM

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

COMPANY NAME & ADDRESS: Associated Building Wreckers, Inc.
352 Albany Street
Springfield, MA 01105
TELEPHONE #: 413 - 732-3179
FAX #: 413 - 734-6224
EMAIL: ABW-inc@comcast.net
REPRESENTED BY: Andrew Mirkin, President
(Name & Title)

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

BASE BID

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
1	Base Bid Demolition -- Lump Sum price for Removal and Disposal Buildings at 139 Westchester Road -- Removal of Wood & On-site Fill of Masonary Materials -- see specification under scope of work for Hazardous Building Materials -- ACM, LBP, A/G Tank and Mill Boiler and On Site Fill.	
	Lump Sum	<u>\$184,217.00</u>

Total of Base Bid Amount Written in words:

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2 Soil - Site Remediation -

A) Unit Price for Remediation and Disposal of U/G Oil Tank & Oil Based Contaminated Soil Materials, All work included - Describe Unit and cost (i.e. \$300/Ton, or \$500/ per cubic yard, etc.)
 Estimated Quantity = 150 tons.

See Phase II Report and scope description.

*Exclude - Any oil or soil testing Unit Price = \$16,450.00 plus \$95.00 per ton for oil contaminated soils; \$300 per gallon for remaining product.

B) Unit Price for Remediation and Disposal of PCB Based Contaminated Soil Materials, All work included - Describe Unit and cost (i.e. \$300/Ton, or \$500/ per cubic yard, etc.)

Estimated Quantity = 25c.y. Non TSCA PCB soil material

Estimated Quantity = 110 c.y. Exceeding TSCA PCB soil material

See Phase II Report and scope description.

Non TSCA PCB Unit Price =

\$160.00 per ton

Exceeding TSCA PCB Unit Price =

\$397.00 per ton

3 Unit Price for Rough Grading and Fill Placement - see specification and scope description. All work included - (i.e. \$2/c.y.)
 Estimated Quantity - 5500 c.y.

Unit Price= \$9.75 /cubic yard

4 Unit Price for Clean Fill Imported to site - see specification and scope description. Including trucking and delivery.
 Estimated Quantity - 2000 c.y.

Unit Price = \$29.99 /cubic yard

Associated Building Wreckers, Inc.

Bidders Name (print)

Bidders Address: 352 Albany Street, Springfield, MA 01105

(413) 732-3179

Bidders Phone

Authorized Signature

Bidders FAX



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Superintendent of Schools
BID #2015-13 R

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FAX: 537 - 1252

General Specifications

All bids must be submitted on the enclosed "Bid Form" *No Exceptions*. Bidder shall provide information regarding the bidder's qualifications, company history, etc. on separate sheets. Information supplied shall be in accordance with the published RFP in regard to background, references, firms detailed listings, and schedule.

General Scope: This proposed scope is presently defined as, but not limited to:

- a. The general plan for demolition is to demolish and remove from the site all portions of the wood structures and portions of all structures that are wood; the perforation or break up of all concrete floor slabs; the demolition of all masonry materials not considered hazardous or contaminated, with the intent to fill and cellar holes with said masonry materials; and the removal of the foundation wall to a point not less than 2 feet below the existing grade of the surrounding ground. Contaminated Masonry materials shall be segregated from other materials and disposed of in accordance with all laws and regulations regarding the type of contamination present. Asbestos Containing Materials remediation and Lead Based Paint remediation shall be conducted prior to the demolition of each structure, in accordance with all laws and regulations for each contaminate. The bidder is directed to quantities and types of materials that listed in the Phase II Environmental Investigation Report and the Hazardous Building Materials Survey Report which are attached and made part of the bid documents.
- b. No work, materials, debris or equipment are to be conducted within the stream bed.
- c. The work shall consist of furnishing all materials, fall protection, labor, supervision, equipment, tools, supplies, personnel protective clothing and equipment, and all other expenses in order to conduct the work.
- d. Bidders are to comply with all applicable laws and regulations in regard to construction activities, i.e. NFPA, OSHA standards, fall protection, Material Protocols, A.D.A. Regulations, C.B.Y.D., etc. All work shall be performed and completed in accordance with the requirements of CFR Parts 260 through 268, 280 and 281, 29 CFR Part 1910.120, 29 CFR Part 1926, 40 CFR Part 761, Regulations of Connecticut State Agencies (RCSA) Sections 22a-449(d)-1, 22a-449(d)-107, and 22a-449(c)-100 through 119, and all other applicable state and federal regulations.
- e. The contractor shall provide, prior to the start of work, written documentation including all permits verifying that all proposed off-site disposal locations for materials, are licensed and permitted in accordance with all codes, laws, regulations, and standards. Approval from the Town of the proposed disposal facilities shall be required prior to mobilization to the site.

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- f. All Bidders, by signing the Bid Schedule, attests that they, and the employees assigned to perform the work as stipulated, hold a current license to perform the work as described (if applicable).
- g. The bidder should be aware that the Town may employ third party inspectors to monitor the work or may utilize its own staff. Required excavation protection is required to be in good working order and the contractor will be required to provide access to the work area during construction.
- h. All necessary documentation, manifests, certifications of materials, and permits required to conform to local, state and federal regulations shall be provided in order to have a full record of all material from site to final disposal. Contractor is hereby made aware that this requirement is the responsibility of the contractor and failure to provide all necessary documentation shall be sufficient to not allow for payment of the item and all fines will be the responsibility of the contractor.
- i. This project is anticipated to be conducted under State of Connecticut prevailing wage criteria. Contractor is to provide certified payroll for applicable work task.
- j. The contractor who is selected to perform this State project must comply with CONN. GEN. STAT. §§ 4a-60, 4a-60a, 4a-60g, and 46a-68b through 46a-68f, inclusive, as amended by June 2015 Special Session Public Act 15-5. An Affirmative Action Plan must be filed with and approved by the Commission on Human Rights and Opportunities prior to the commencement of construction. State law requires a minimum of twenty-five (25%) percent of the state-funded portion of the contract for award to subcontractors holding current certification from the Connecticut Department of Administrative Services ("DAS") under the provisions of CONN. GEN. STAT. § 4a-60g, as amended, (25% of the work with DAS certified Small and Minority owned businesses and 25% of that work with DAS certified Minority, Women and/or Disabled owned businesses.) The contractor must demonstrate good faith effort to meet the 25% set-aside goals. For municipal public works contracts and quasi-public agency projects, the contractor must file a written or electronic non-discrimination certification with the Commission on Human Rights and Opportunities. Forms can be found at http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.
- k. References: Vendor shall supply three (3) references where similar work was performed within the last 5 years.

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Specifications and Scoping per Bidding Items:

Item 1 – Base Bid Demolition.

The Bidder is here in placed on notice that each of the building schedule for demolition on the premises contain one or more of the following contaminants: Lead Based Paint (LBP); Asbestos Containing Materials (ACM), or Polychlorinated Biphenyls (PCB) that shall be legally remediated prior to the physical demolition of the structure. The bidder is directed to the Pre-Demolition Hazardous Material Survey Report for 139 Westchester Road, Colchester, Connecticut dated 3 December 2015 as prepared by Langan CT, Inc., which is attached to the bid documents herein.

Concerning the existing wood framed “House”:

Prior to demolition of the house, the identified ACM must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor. Estimated quantities are listed within Table 1 of the Survey Report.

The bidder shall either have on staff or subcontracted a State of Connecticut licensed Asbestos Designer to create specifications, obtain an approved alternate work plan, if required, from CTDPH and a licensed Asbestos Project Monitor, who shall perform project oversight and air testing in accordance with the Federal and State regulations during abatement. These are all requirements of the CTDPH Standards, and all costs shall be included within the base bid.

Universal Waste: several universal waste items were observed during building walkthrough. Universal wastes include suspect PCB/DEHP (di (2-ethylhexyl) phthalate) ballasts/capacitors associated with light fixtures, mercury-containing florescent and other mixed used high intensity light bulbs, smoke detectors containing suspect radioactive materials, mercury-containing thermostats and electronics, paints, and chemicals.

All universal waste that is present in the buildings will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal and State regulations, and all costs shall be included within the based bid.

Lead Based Paint was identified within the house. Prior to demolition, some LBP building components (metal) may be segregated for recycling at an approved facility. Toxicity Characteristic Leaching Procedure (TCLP) lead waste characterization samples were taken from the house, front mill and rear mill buildings at the time of the site investigation. Each of the three samples taken was found to be less than 0.40 mg/L. TCLP laboratory results can be found in Appendix C.

Contractors should be aware that OSHA has not established a level of lead in a material below which 29 CFR 1926.62 does not apply. Contractor shall comply with exposure assessment criteria, interim worker protection and other requirements of the regulation as

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necessary to protect workers and occupants/residents. It should be noted that the intent is for completed structure demolition and removal from the property and not renovation as defined within regulation. Toxicity Characteristic Leaching Procedure (TCLP) lead waste characterization sampling has found the building materials can be disposed of as normal construction debris in regards to lead painted surfaces. The contractor must still comply with all applicable State and Federal regulations, including but not limited to lead OSHA and EPA regulations.

Concerning the existing "Mill Building":

Prior to demolition of the Mill Building, the identified ACM must be properly removed and disposed in accordance with applicable Federal, State and Local regulations by a State of Connecticut DPH licensed asbestos abatement contractor. Estimated quantities are listed within Table 1 of the Survey Report.

The bidder shall either have on staff or subcontracted a State of Connecticut licensed Asbestos Designer to create specifications, obtain an approved alternate work plan, if required, from CTDPH and a licensed Asbestos Project Monitor, who shall perform project oversight and air testing in accordance with the Federal and State regulations during abatement. These are all requirements of the CTDPH Standards, and all costs shall be included within the base bid. The coordination and responsibility to determine the Alternate Work Plan shall be the bidders.

The mill boiler, flooring, transite and window materials is shall be removed (as much as possible) prior to performing additional demolition activities. Some asbestos containing materials will have to be removed as part of demolition on the mill buildings/additions. In the mill areas all black roofing, ceiling, wall materials, contaminated substrates/materials, debris, etc. will have to be segregated from clean block/brick/wood/other materials and loaded into lined dumpsters for disposal as asbestos. The Asbestos Project Manager shall oversee the segregation of the materials. It should be noted that the rear portion of the Mill Building is wood framed and all wood materials shall be to be removed from the site, unless the Town requests to store some representative samples for historic purposes. The caulking compounds/sealants were found to contain PCBs at or above 1ppm in the front mill building window glazing compound. This material is also considered an asbestos containing material and must be disposed of as mixed asbestos and CT DEEP regulated PCB source/bulk waste (not greater than 50 ppm EPA regulated PCB source waste). The bidder shall a written specification for the removal of the window systems containing PCBs and asbestos. It is noted that additional caulking compounds/ sealants and other suspect materials discovered during demolition activities must be assumed to contain PCBs unless sampling is performed and proves otherwise. As part of the written specification, the bidder shall provide a breakout of those window opening where no frame and or glazing exists and intact window systems.

Universal Waste: several universal waste items were observed during building walkthrough. Universal wastes include suspect PCB/DEHP (di (2-ethylhexyl) phthalate)

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ballasts/capacitors associated with light fixtures, mercury-containing florescent and other mixed used high intensity light bulbs, smoke detectors containing suspect radioactive materials, mercury-containing thermostats and electronics, paints, and chemicals. All universal waste that is present in the buildings will need to be properly removed, recycled, and/or disposed of at a landfill permitted to accept such waste. The removal, handling, recycling, and disposal must be performed in accordance with applicable Federal and State regulations, and all costs shall be included within the based bid.

Lead Paint considerations; Toxicity Characteristic Leaching Procedure (TCLP) lead waste characterization sampling has found the building materials can be disposed of as normal construction debris in regards to lead painted surfaces. The contractor must still comply with all applicable State and Federal regulations, including but not limited to lead OSHA and EPA regulations.

The A/G Oil Tank considerations: The Above ground storage tank removal shall be included within the scope of this item. The tank shall be pumped and materials within the tank and the tank itself, disposed of in accordance with applicable State of Connecticut Regulation.

Masonry materials considered clean shall be utilized for the backfill of foundation voids and general fill where applicable. The materials will be required to be crushed such that a 3"minus particle size is achieved to ensure that adequate compaction and no void or sink holes occur within the filled site after the project site is stabilized. The bidder is required to include all costs for operation of either a mobile crushing plant or other means acceptable that will achieve the desired particle size of the stone, concrete and masonry materials. All metals shall be removed from the site, unless the Town requests to store some representative samples for historic purposes. All other miscellaneous materials (i.e. tires, general clean debris, etc.) shall be removed from the site and disposed of in accordance with State and Federal (if applicable) procedures.

The work is limited to the removal of structures and items that are located above the basement floor elevation, with the exception for removal and disposal of materials that are located within exposed open sluiceways or the pulp mixing vat that the contractor is advised to remediate as a means to access westerly within the basement working area. Notice is brought to the contractors' attention regarding interior sluiceways that intersect the front mill basement section and the need to break the concrete roof of the sluiceway and fill the sluiceway in order to provide suitable bearing material for machine operation within the basement floor area. Upon the completion of this portion of work, the foundation removals/cut off shall be completed (with exception of remediation area 2A loading dock and foundation wall if not awarded).

No materials may enter the Westchester Road (Connecticut State Route 149) right of way without approval from the State of Connecticut Department of Transportation. All work conducted from within this right of way shall be subject to a ConnDOT Encroachment

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permit that the contractor shall be responsible to obtain in order to accommodate the contractors work plan.

This item shall include all work mentioned above for the demolition and disposal of the structures located on the premises. The intention is that the concrete floor remain intact (as possible) in order to allow a third party to have a stable surface to conduct a dam removal that is not a portion of this project.

The Time limit for this portion of the project (Item 1) is 60 days from the Notice to Proceed.

Item 2A - Remediation and Disposal of U/G Oil Tank & Oil Based Contaminated Soil Materials. Work defined herein are for the removal of the Underground Tank and associated petroleum impacted soils removal. The area is listed within AOC-1 of the Phase II Environmental Report that is attached here with. The Work here in may be directed to be conducted by the Town as a part of work conducted in Item 1 above should at the discretion of the Town. Excavation of the UST during building demolition activities to facilitate removal of the concrete pad above the UST, should be considered by the contractor and costs savings included within the Unit Price. The existing 20,000 Gal. UST and associated impacted soils shall be removed prior to site redevelopment activities in accordance with CTDEEP and local tank closure regulations. The UST shall be uncovered, residual product will be pumped into a vacuum truck and the tank will be removed from the ground. Residual product shall be disposed of at an approved site and required documentation concerning such shall be provided to the Town. Following removal, the tank will be cut, cleaned and disposed of off-site. Collection of up to 6 post-excavation samples for analysis of volatile organic compounds (VOCs), PAHs and ETPH shall be conducted by the contractor and tested in accordance with CTDEEP tank closure sampling guidance. Collection of one waste classification sample for typical parameters required by disposal facilities (Total and TCLP Metals, VOCs, SVOCs, ETPH, pesticides, herbicides, and PCBs, and RCRA characteristics), shall also be conducted and tested. Clearly Petroleum impacted soils shall be removed at the time of tank removal and placed under proactive covering until loaded for disposal at an approved site. Backfill of excavated areas and compaction in 12" lifts to grade with clean backfill materials not greater than 6" minus particle size. If sampling determines it to be clean fill, material from the building demolition and/or river sediment may be used as fill material or the contractor may at their own cost import clean, tested materials to the site.

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Item 2B - Remediation and Disposal of PCB Based Contaminated Soil Materials.
All work to be conducted in accordance with 40 CFR Part 761.

The Phase II Site Investigation report indicated Non-TSCA PCB / Lead Impacted Soils in the SB-5 –Concrete Block Pit, and with an additional 8'x18' open pit SB-7. Materials collected from within the pit have been identified as low level PCB and lead impacted. The levels have been determined to be less than 10 ppm, and may be soil capped with future deed restriction; however that quantity of material located within the structures is estimated to be 25 tons, and the removal and disposal of the material located within these pits is the preferred method. The timing of the remediation of this area will occur after the building has been removed from the site, therefore access to further testing in areas adjacent to SB-5 and SB-7 and collection of up to 6 post-excavation samples will be required to be obtained to for analysis of PCB's in accordance with CTDEEP RSR guidance. Due to the location and nature of the structures and availability of access, this area of the work may be included within the Item 1 and/or 2A award time frame schedule dependent upon availability of funding. Should this remediation be awarded outside of or after the demolition of the Mill Building, the areas shall be protected from debris entering the pits during the demolition process, with sufficient warning and protection (i.e. Steel plates, barricaded, covered, etc.) to ensure no intrusion within the area.

The Phase II Site Investigation report indicated PCB impacted soils exceeding the TSCA threshold concentration of 50 mg/kg, were identified in the vicinity of the boiler at soil boring SB-3. PCB impacted soils in the vicinity of the boiler shall be excavated and disposed of off-site in accordance with state and federal regulations under a Performance Based or Self-Implementing Plan. The estimated quantity of soils removed in the area surrounding SB-3 is 110 tons. Backfill of excavated areas and compaction in 12" lifts to grade with clean backfill materials not greater than 6" minus particle size. Clean fill material from the building demolition and river sediment may be used as fill material. On-site soil and/or concrete that have been confirmed as not impacted with PCBs exceeding 1 mg/kg may also be used as backfill. The timing of the remediation of this area will occur after the building has been removed from the site, therefore access to further testing in areas adjacent to SB-3 and collection of up to 6 post-excavation samples will be required to be obtained to for analysis of PCB's in accordance with CTDEEP RSR guidance. Collection of one waste classification sample for typical parameters required by disposal facilities (Total and TCLP Metals, VOCs, SVOCs, ETPH, pesticides, herbicides, and PCBs, and RCRA characteristics).

Unit cost per ton are requested in for soils exceeding the TSCA PCB limit and Non-TSCA PCB/Lead Impacted soils. Item payment shall be based upon the applicable soil/waste category as determined by the in -situ waste classification multiplied by the unit volume/tonnage. Additional testing may limit the total tonnage based upon more

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

Art Shilosky
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Jeff Mathieu
Superintendent of Schools

(860) 537 - 7208
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refined limits than the Phase II Environmental Study indicated, however for bidding purposes the quantities listed will be utilized for unit pricing.

Item 3 - Unit Price for Rough Grading and Fill Placement.

This item shall include all work necessary to place/spread stocked piled clean soils (either imported, river spoils stockpiled by others, clean material borrowed from other location on the property, or produced by masonry debris crushing), by bulldozer and provide compaction via bulldozer and roller, in 12" lifts. The estimated volume of materials to be placed in order to cap the area and grade is 5500 cubic yards. Item payment will be from stockpile quantity estimate determined in field and imported material tickets.

Item 4 - Unit Price for Clean Fill Imported to site.

This item shall include all work and costs for delivery of Clean Fill Material to the site for use as backfill or cap material. Material shall be consistent with virgin back run material, with 6" minus particle size, and free from organics, topsoil, bituminous material, concrete and clay. Recycled fill material may be utilized if approved by the town with gradation, material composition and environmental testing to determine if the material is clean from all containments, said testing being provided and paid for by the contractor prior to delivery to the site. The Town may at its discretion provide the material for this item.

Contract Requirements

1) Insurance: INSURANCE REQUIREMENTS:

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured, must be submitted at the time of award.

A. Commercial General Liability:

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

includes coverage for:

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

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

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

Each Occurrence - \$1,000,000

General Aggregate - \$1,000,000

E. Worker's Compensation - Statutory

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

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

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees, and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the contractor's performance or lack of performance of the Contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the contractor's performance or lack of performance of the Contract or arising from the enforcement of this provision.

- 2) Damages: Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by vendor due to negligence. Any subsequent repair shall be done at no additional cost to the Town.
- 3) Invoicing: Contractor shall prepare invoicing for payment for completed work that has been inspected and accepted by the First Selectman or his designee, either at the completion of all work that has been completed, inspected and approved as above.
- 4) Time for Completion of Work Scope: Work shall be completed within 60 days should Item #1 be awarded, from date of written Notice to Proceed. Should Item #2A be awarded at the same point in time and additional 30 days will be added to the time to completion. Item 2A and/or 2B, Item 3 and Item 4 may be awarded, however the commencement of the work cannot occur until the Jeremy River – Paper Mill Dam removal project has occurred. The dam removal project is to be conducted by others. There may be a significant time (approximately 12 months) between the competition of Item #1 and the commencement of remediation activities listed in Items 2A & 2B, 3 and

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Item 4. Should those items be awarded, the remediation portion shall be completed within 60 days of the recommencement of activities by the contractor in regard to those items. All bonds and insurance certificates shall be provided within 10 days of the opening of the bid and prior to a bid award. Contractor to be aware that there may be weekdays during that period they are unable to conduct work due to Holidays and shall plan work and protection of work accordingly.

- 5) Basis of Award: This contract will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town. The Town may award portions of the proposal or the entire proposal as its interests or funding provide for, at the Town's discretion.
- 6) Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required a contract. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.
- 7) Bond Requirement and Guarantee
A Bid Bond in the amount of 10% of the amount bid shall be provided as part of the RFP response and included within the response documents. The bidder selected to perform work under this contract is required to provide a Payment and Performance Bond in the full amount of the work awarded. Original signed and sealed copies of bonds shall be provided to the Town prior to the signing of the contract and Notice to Proceed being issued.

ATTACHMENTS:

- 1) Pre-Demolition Hazardous Material Survey Report for 139 Westchester Road, Colchester, Connecticut dated 3 December 2015.
- 2) Phase II Environmental Site Investigation Report for 139 Westchester Road, Colchester, Connecticut dated 3 December 2015.

ASSOCIATED BUILDING WRECKERS INC.

352 Albany Street, Springfield, Massachusetts 01105

Tel: (413) 781-0820/ (800) 448-2822

Fax: (413) 734-6224

www.associatedbuildingwreckers.com

CORPORATE KEY PERSONNEL

ANDREW MIRKIN: President and estimator/supervisor of Associated Building Wreckers, Inc. He is a graduate of Bentley College and has been in the demolition field since 1990. Mr. Mirkin holds a construction supervisors license, an asbestos supervisor's license, a deleader supervisor's license and is OSHA 10 certified. He is also the president of Baystate Contracting Services Inc., Associated Building Wreckers Inc. sister company which performs asbestos, lead and mold abatement.

ZANE MIRKIN: Vice-President and Treasurer of Associated Building Wreckers, Inc. He graduated from Dean Junior College in 1962, graduated from C.W. Post College in 1965 and attended Suffolk Law School. Mr. Mirkin holds a construction supervisors license and is a licensed asbestos inspector construction supervisor whom has been in the demolition field since 1967. Zane Mirkin is Vice-President & Treasure of Baystate Contracting Services Inc.

FRED VANDERHOOF: Operations Manager. He is a graduate of Syracuse University with a Bachelor of Science Degree in the school of Management. Mr. VanDerhoof has been managing commercial construction projects and hotel development projects throughout New England since 1998. He holds and OSHA 10 and has attended many seminars and training sessions dealing with employee Health and Safety issues.

WILLIAM BABCOCK: Heavy Equipment Operator. He has been employed with Associated Building Wreckers Inc. since 1981. Mr. Babcock holds a hazwopper, asbestos supervisor license, OSHA certified, hoisting engineer license and is familiar with all types of demolition. Mr. Babcock is also an experienced heavy equipment operator and maintains a Class A Commercial Drivers License.

JAMIE BRYSON: Site foreman. Employed with Associated Building Wreckers Inc. since 2008 with experience in the demolition field for over 10 years. He holds a hazwopper license, construction supervisors' license, asbestos supervisors' license in CT and MA, Osha 10 certified and holds a hoisting engineer license. Mr. Bryson is also an experienced in heavy equipment operations and holds a Class B Commercial Drivers license.



DEPARTMENT OF ADMINISTRATIVE SERVICES



STATE OF CONNECTICUT

DIVISION OF CONSTRUCTION SERVICES
OFFICE OF THE STATE FIRE MARSHAL

DEMOLITION CONTRACTOR LICENSE

LICENSE NO:0277

CLASS:A

This License is being issued pursuant to
Connecticut General Statute 29-402 to:

Associated Building Wreckers
Inc.
352 Albany Street
Springfield MA 01105

Designated Technical Expert:
Andrew Mirkin

Issued by:

A handwritten signature in cursive script that reads 'Melody A. Casey'.

Commissioner

Date Issued: 2015/10/01

Expires: 2016/09/30



STATE OF CONNECTICUT
DEPARTMENT OF REVENUE SERVICES



**Nonresident Contractor
Notice of Verified Status**

October 14, 2015

AUNEXUS

Associated Building Wreckers, Inc.
352 Albany Street
Springfield, MA 01105

Nonresident Contractor: Associated Building Wreckers, Inc.

Connecticut Tax Registration Number: 0861872-000

Verification Period: January 1, 2016 through December 31, 2017

This above-named nonresident contractor is considered a "verified contractor" under Connecticut General Statutes §12-430(7) for contracts occurring within the verification period.

The prime or general contractor doing business with this verified contractor, upon receipt of a copy of this notice, is relieved of the requirement to deduct and withhold 5% of any contract commencing during the verification period listed above.

This acceptance does not relieve the nonresident contractor's customer of their liability for use tax due on their purchases of services from this nonresident contractor.

Note: The Department of Revenue Services reserves the right to revoke the Verified Contractor status at any time if any of the conditions listed on **Form AU-960, Request for Verified Contractor Status**, are not met.

For the Commissioner:

VILAS DESHMUKH	REVENUE EXAMINER
Print Name	Title
	10/15/15
Authorized Signature	Date

AU-962 (New 10/01/2011)



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Prequalified Vendor Search Details

DAS Contractor Prequalification Vendor Certificate

Prequalified Vendor Search Details

[Page Help](#)

Company Name Associated Building Wreckers, Inc.
 DBA
 Address 1 352 Albany Street
 Address 2
 City, State, Zip Springfield, MA 01105
 Web Address www.buildingwreckers.com
 Business Type Corporation

Contact(s)

Contact Name	Phone/FAX	Email
Andrew Mirkin	Phone#: (413) 732-3179 FAX#: (413) 734-6224	abw_inc@comcast.net

Contractor Prequalification Status

Expiration Date	Single Project	AWC
12/13/2016	\$7,000,000.00	\$10,000,000.00

Prequalification Classification(s)

Classification	Description
DEMOLITION	Work customarily performed by a building wrecking contractor including the razing of buildings or parts of buildings major gutting of buildings or removal of structural elements of a building. The removal of partitions, flooring, windows, etc., incidental to a renovation or remodeling project is NOT within this category. . To prequalify for Demolition, you must have a Demolition Contractor Certificate of Registration through the State of Connecticut Department of Administrative Services - Office of the State Fire Marshal.

License(s)

License#	Trade	Expire
0861872-000	Non resident Contractor Verified Status	12/31/2017

ASSOCIATED BUILDING WRECKERS, INC.

352 Albany Street, Springfield, Massachusetts 01105

Tel: (413) 732-3179/(800) 448-2822

Fax: (413) 734-6224

www.buildingwreckers.com

AA/EOE

Company History

Associated Building Wreckers, Inc. was founded by my Great Grandfather, Benjamin Mirkin in 1933. We are one stop contractor specializing in demolition, asbestos abatement, hazardous material abatement, and underground storage tank removal.

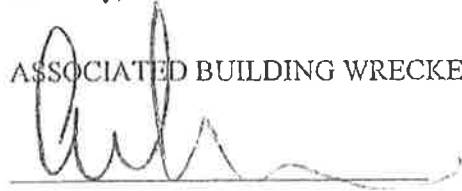
Over the years, we have gained experience in all types of demolition and abatement, performing work for individuals, institutions and state, federal and local agencies. Our services are sought for tasks ranging from interior demolition projects to complete residential, commercial and industrial demolition projects throughout New England.

Associated Building Wreckers' ability to serve our customers is enhanced by our affiliated asbestos company, Baystate Contracting Services, Inc., which is licensed in both Massachusetts and Connecticut. We started the asbestos company in 1987.

Please visit our webpage at www.buildingwreckers.com for additional company information. If you have any questions, please feel free to contact me. We look forward to working with you on this, or any other upcoming project. Enclosed are a few job references.

Sincerely,

ASSOCIATED BUILDING WRECKERS, INC.



Andrew Mirkin, President

Town of Colchester
RFP #2015-13

Ability and Experience of Bidder

ASSOCIATED BUILDING WRECKERS

Project	Description of Work	Date of Service	Contract Sum	Name & Address
Former Chestnut Middle School 495 Chestnut Street Springfield, MA	Demolition and abatement of a fire damaged school with non-contaminated debris trucked and crushed at our main crushing facility.	04/05/2014 - 03/01/2015	\$ 2,135,832.15	Tina Quagliato City of Springfield 1600 East Columbus Ave. Springfield, MA 01103 (413) 750-2114 (T) (413) 787-6515 (F)
Former West Springfield High School 425 Piper Road West Springfield, MA	Demolition of the former high school with debris trucked and crushed at our main crushing facility.	12/20/2011 - 09/25/2014	\$ 851,808.00	David Fontaine Fontaine Brothers, Inc. 510 Cottage Street Springfield, MA 01104 (413) 781-2020 (T) (413) 734-1881 (F)
Ludlow Mills 100 State Street Ludlow, MA	Demolition, abatement and on-site crushing of structures located at former mill.	06/15/2012 - 10/06/2012	\$ 286,104.00	Ed Jodoin WessMass Area Development 255 Padgette Street Chicopee, MA 01022 (413) 593-6421 (T) (413) 593-5126 (F)

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 09/3/15)

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81 i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding fifteen million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information) (Page 3)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

<p>Company Name <u>Associated Building Workers Inc</u> Street Address <u>752 Albany Street</u> City & State <u>Springfield MA 01105</u> Chief Executive <u>Andrew Whiting</u></p>	<p>Bidder Federal Employer Identification Number <u>04-2052117</u> Or Social Security Number _____</p>
<p>Major Business Activity (brief description) <u>Demolition</u></p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>Bidder is a small contractor Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>-Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>(If yes, check ownership category)</p> <p>Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/></p> <p>- Bidder is certified as above by State of CT Yes <input type="checkbox"/> No <input type="checkbox"/> <u>N/A</u></p>
<p>Bidder Parent Company (if any) <u>n/a</u></p>	
<p>Other Locations in Ct. (if any) <u>n/a</u></p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input checked="" type="checkbox"/></p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/></p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes <input type="checkbox"/> No <input type="checkbox"/></p>	<p>12. Does your company have a written affirmative action Plan? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If no, please explain.</p>
	<p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>If yes, give name and phone number <u>Anne K. Flacher 413-732-3179</u></p>

Part III - Bidder Subcontracting Practices

(Page 4)

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___ Unknown @ this time
 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ___ No ___
Unknown @ this time

PART IV - Bidder Employment Information

Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management	4	2		2							
Business & Financial Ops	2	1	1								
Marketing & Sales	1	1									
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support	2	1	1								
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction	22	5		4		11	1			1	
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE	31	10	2	6		11	1			1	
Total One Year Ago	30	11	2	5		10	1			1	
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices	0										
Trainees	0										

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

(Page 5)

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
Slate Employment Service		X			Work Experience	
Private Employment Agencies	X		32%		Ability to Speak or Write English	
Schools and Colleges		X			Written Tests	
Newspaper Advertisement	X		15%		High School Diploma	
Walk Ins	X		7%		College Degree	
Present Employees	X		10%		Union Membership	
Labor Organizations		X		X	Personal Recommendation	
Minority/Community Organizations	X		2%		Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

Certification (Read this form and check your statements on it CAREFULLY before signing) I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-6b, 4a-6ba, and related sections of the CONN. GEN. STAT.

(Signature) <i>Andrew Mirken</i>	(Title) President	(Date Signed) 1/6/16	(Telephone) 412-722-3178
-------------------------------------	----------------------	-------------------------	-----------------------------

Andrew Mirken



AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Associated Building Wreckers, Inc.
352 Albany Street
Springfield, MA 01105

SURETY: International Fidelity Insurance Company
(Name, legal status and principal place of business)
A NJ Corporation
One Newark Center, 20th Floor
Newark, NJ 07102-5207

OWNER:
(Name, legal status and address)
Town of Colchester, CT

BOND AMOUNT: Ten Percent of Bid Amount (10% of bid)

PROJECT:
(Name, location or address, and Project number, if any)
Demolition of Former Norton Mill, 139 Westchester Road,
Colchester, CT

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

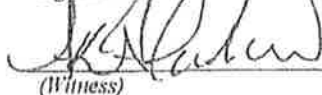
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

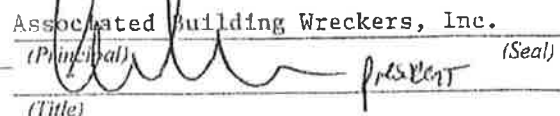
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

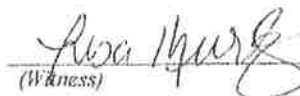
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

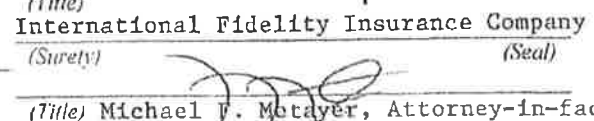
Signed and sealed this 7th

day of January 2016


(Witness)

Associated Building Wreckers, Inc.
(Principal)

(Title)


(Witness)

International Fidelity Insurance Company
(Surety)

(Title) Michael J. Metayer, Attorney-in-fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

LISA KURTZ, MICHAEL F. METAYER

Avon, CT.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seats of said Companies; that the said Corporate Seats and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 7th day of January 2016

MARIA BRANCO, Assistant Secretary

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

Art Shilosky
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Jeff Mathieu
Superintendent of Schools

(860) 537 - 7208
FAX: 537 - 1252

AGREEMENT

THIS AGREEMENT made this _____ day of August, 2016, by and between Associated Building Wreckers, Incorporated, herein after called the "Contractor", and the Town of Colchester.

WITNESSETH, that the Contractor and the Town of Colchester for the bid sum of Two Hundred Twenty Six Thousand Nine Hundred Seventeen Dollars and no cents (\$ 226,917.00) and considerations stated herein mutually agree to provide for demolition and remediation services listed as Items #1 and #2A as described in RFP 2015-13R Demolition Services Rebid – Norton Mill and the submitted response by the contractor. :

Article 1. Statement of Work. The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service, including utility and transportation service, and perform and complete in an efficient and workmanlike manner all work required for the pavement services in strict accordance with the Contract Documents, including all Addenda, thereto, all as prepared by the Town of Colchester.

Article 2. The Contract Price. The Town of Colchester will pay the Contractor for the performance of the Contract in current funds for the total quantities of work performed at the unit prices or lump sum prices stipulated in the Bid for the several respective items of work completed subject to additions and deductions as provided in the section.

Article 3. Contract Documents: The executed contract documents shall consist of the following:

- | | |
|---------------------------|---|
| a. This Agreement & Bonds | g. Supplemental Conditions |
| b. Addenda | h. Special Provisions |
| c. RFP 2015-13R for Bids | i. Technical Specifications & Drawings |
| d. Instruction to Bidders | j. Prevailing Wage Requirements |
| e. Signed Copy of Bid | k. Notice of Award |
| f. General Conditions | l. All documents attached to RFP 2015-13R |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Contract as if thereto attached or herein repeated, form the Contract between the parties thereto. In the event that any provision in any component part of this Contract conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

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

Art Shilosky
First Selectman


(860) 537 - 7220
FAX: 537 - 0547

Jeff Mathieu
Superintendent of Schools

(860) 537 - 7208
FAX: 537 - 1252

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

Attest: _____
(Contractor)



By: Andrew Mirkin
(Name)

President
(Title)

TOWN OF COLCHESTER

Attest _____

By: _____
(Name)

(Title)

Certification of Corporate Contractor

I, Anne K. Flaucher, certify that I am the Secretary of the corporation named as Contractor herein; that Andrew Mirkin who signed this Agreement on behalf of the contractor, was then President of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate
Seal



(Signature)

Associated Building Wreckers, Inc.
(Corporation)



ACORD_{TM}

Client#: 27633 ASSBU1
CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/08/2016

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

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

PRODUCER People's United Ins. Agency MA 1391 Main Street, 3rd Floor PO Box 4950 Springfield, MA 01101	CONTACT NAME: Mary Henderson PHONE (A/C, No, Ext): 413 781-6871 E-MAIL ADDRESS: mary.henderson@peoples.com FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B: Maxum Indemnity Company</td> <td></td> </tr> <tr> <td>INSURER C: Great Divide Insurance Company</td> <td>25224</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Nautilus Insurance Company		INSURER B: Maxum Indemnity Company		INSURER C: Great Divide Insurance Company	25224	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Nautilus Insurance Company														
INSURER B: Maxum Indemnity Company														
INSURER C: Great Divide Insurance Company	25224													
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Associated Building Wreckers, Inc. 325 Albany Street Springfield, MA 01105														

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Blanket AI per prior written contract GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: <input type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>			GPL2011149	03/15/2016	03/15/2017	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$100,000 MED EXP (Any one person): \$10,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$3,000,000 PRODUCTS - COMP/OP AGG: \$3,000,000 PD DED: \$10,000 COMBINED SINGLE LIMIT (Ea accident): \$ BODILY INJURY (Per person): \$ BODILY INJURY (Per accident): \$ PROPERTY DAMAGE (Per accident): \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			EXC602836401	03/15/2016	03/15/2017	EACH OCCURRENCE: \$5,000,000 AGGREGATE: \$5,000,000 DED: \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	WCA154516515	02/01/2016	02/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE - EA EMPLOYEE: \$1,000,000 E.L. DISEASE - POLICY LIMIT: \$1,000,000
A	Pollution Liab			CPL2011150	03/15/2016	03/15/2017	\$5,000,000 Occurrence \$10,000,000 Aggregate Deductible: \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Project: RFP 2015-13R - Demolition Services Rebid, Norton Mill
 Town of Colchester is additional insured as per terms, conditions and exclusions of policies.

General Liability - Blanket Additional Insured status per Nautilus ECPO1001(10/06), Blanket Waiver of Subrogation per Nautilus ENV2004(09/06); Pollution Liability - Blanket Additional Insured status per (See Attached Descriptions)

CERTIFICATE HOLDER Town of Colchester 127 Norwich Ave., Suite 201-202 Colchester, CT 06415-1260	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Peoples United Insurance Agency</i>
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DESCRIPTIONS (Continued from Page 1)

Nautilus PLO4038(09/11), Blanket Waiver of Subrogation per Nautilus ENV2004(09/06); Workers' Compensation - Blanket Waiver of Subrogation per form WC000313(04/84). Coverage is primary and non-contributory. Excess Liability is follow form to GL/Auto/Employers Liability policies.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/9/2016

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

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

PRODUCER James J. Dowd & Sons 14 Bobala Road P.O. Box 10300 Holyoke MA 01041	CONTACT NAME: _____ PHONE (A/C, No, Ext): 413-538-7444 E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____	FAX (A/C, No): _____
	INSURER(S) AFFORDING COVERAGE INSURER A: Commerce Insurance Company INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED Associated Building Wreckers, Inc. 352 Albany Street Springfield MA 01105		

COVERAGES

CERTIFICATE NUMBER: 340378880

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS		296610	4/22/2016	4/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

RFP 2015-13R Demolition Services Rebid - Norton Mill

Certificate Holder is named as Additional Insured per written contract in regard to general liability only.

CERTIFICATE HOLDER

Town of Colchester
 127 Norwich Avenue, Suite 201-202
 Colchester CT 06415-1260

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tom M. Jaffer

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AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Associated Building Wreckers, Inc.
352 Albany Street
Springfield, MA 01105

SURETY:

(Name, legal status and principal place

of business) Incorporated in New Jersey
International Fidelity Insurance Company
One Newark Center, 20th Floor
Newark, NJ 07102-5207

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Town of Colchester, CT

CONSTRUCTION CONTRACT

Date:

Amount: \$226,917.00

Description:

(Name and location)

Demolition of Former Norton Mill
139 Westchester Road
Colchester, CT

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$226,917.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Associated Building Wreckers, Inc.

SURETY

Company: *(Corporate Seal)*

International Fidelity Insurance Company

Signature: 

Name: Andrew Mark
and Title: President

Signature: 

Name: Lisa Kurtz, Attorney-in-Fact
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Metayer Bonding Associates
200 Fisher Drive
Avon, CT 06001

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Associated Building Wreckers, Inc.
352 Albany Street
Springfield, MA 01105

SURETY:

(Name, legal status and principal place of business)

Incorporated in New Jersey
International Fidelity Insurance Company
One Newark Center, 20th Floor
Newark, NJ 07102-5207

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Town of Colchester, CT

CONSTRUCTION CONTRACT

Date:

Amount: \$226,917.00

Description:

(Name and location)

Demolition of Former Norton Mill
139 Westchester Road
Colchester, CT

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$226,917.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL


Company: *(Corporate Seal)*
Associated Building Wreckers, Inc.

SURETY

Company: *(Corporate Seal)*
International Fidelity Insurance Company

Signature: _____
Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 
Name: Lisa Kurtz, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Metayer Bonding Associates
200 Fisher Drive
Avon, CT 06001

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party.)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address _____

Address _____

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Tel (973) 624-7200

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

LISA KURTZ, MICHAEL F. METAYER

Avon, CT.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this _____ day of _____

MARIA BRANCO, Assistant Secretary

Project: Demolition Services Of Former Norton Mill And Site Remediation

**Minimum Rates and Classifications
for Building Construction**

ID# : B 21555

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 2015-13

Project Town: Colchester

State#:

FAP#:

Project: Demolition Services Of Former Norton Mill And Site Remediation

CLASSIFICATION	Hourly Rate	Benefits
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	35.75	28.82
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	37.15	27.56

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

2) Boilermaker	35.24	25.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	32.50	28.74 + a
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3b) Tile Setter	33.75	24.21
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.26	20.69
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3e) Plasterer	32.50	29.45
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

-----LABORERS-----

4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	27.85	18.30
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	28.10	18.30
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	28.35	18.30
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4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	28.85	18.30
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4d) Group 5: Air track operator, sand blaster and hydraulic drills.	28.60	18.30
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

4e) Group 6: Blasters, nuclear and toxic waste removal. 30.85 18.30

4f) Group 7: Asbestos/lead removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped). 28.85 18.30

4g) Group 8: Bottom men on open air caisson, cylindrical work and boring crew. 28.38 18.30

4h) Group 9: Top men on open air caisson, cylindrical work and boring crew. 27.86 18.30

4i) Group 10: Traffic Control Signalman 16.00 18.30

5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying, Metal Stud Installation, Form Work and Scaffold Building, Drywall Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers, Resilient Floor Layers. 31.45 23.54

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

5a) Millwrights	31.84	23.99
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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9)	38.20	23.72+3% of gross wage
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7a) Elevator Mechanic (Trade License required: R-1,2,5,6)	47.96	28.385+a+b
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-----LINE CONSTRUCTION-----

Groundman	24.37	6.5%+10.04
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Linemen/Cable Splicer	44.30	6.5%+17.70
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

8) Glazier (Trade License required: FG-1,2)	35.08	19.35 + a
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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection	34.47	31.09 + a
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----OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. (Trade License Required)	37.55	23.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	37.23	23.05 + a
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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes (under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade. (slopes, shaping, laser or GPS, etc.). (Trade License Required)	36.49	23.05 + a
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper).	36.10	23.05 + a
Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell)	35.51	23.05 + a
Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine.	35.51	23.05 + a
Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	35.20	23.05 + a
Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell).	34.86	23.05 + a
Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine.	34.46	23.05 + a

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder).	34.03	23.05 + a
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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc.	31.99	23.05 + a
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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment.	31.99	23.05 + a
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Group 12: Wellpoint operator.	31.93	23.05 + a
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Group 13: Compressor battery operator.	31.35	23.05 + a
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Group 14: Elevator operator; tow motor operator (solid tire no rough terrain).	30.21	23.05 + a
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator.	29.80	23.05 + a
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Group 16: Maintenance Engineer/Oiler.	29.15	23.05 + a
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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	33.46	23.05 + a
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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license).	31.04	23.05 + a
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-----PAINTERS (Including Drywall Finishing)-----

10a) Brush and Roller	31.52	19.35
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

10b) Taping Only/Drywall Finishing	32.27	19.35
<hr/>		
10c) Paperhanger and Red Label	32.02	19.35
<hr/>		
10e) Blast and Spray	34.52	19.35
<hr/>		
11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	40.62	28.91
<hr/>		
12) Well Digger, Pile Testing Machine	33.01	19.40 + a
<hr/>		
13) Roofer (composition)	33.70	18.23
<hr/>		

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

14) Roofer (slate & tile)	34.20	18.23
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	35.74	33.22
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	40.62	28.91
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-----TRUCK DRIVERS-----

17a) 2 Axle	28.58	20.24 + a
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17b) 3 Axle, 2 Axle Ready Mix	28.68	20.24 + a
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

17c) 3 Axle Ready Mix	28.73	20.24 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	28.78	20.24 + a
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17e) 4 Axle Ready Mix	28.83	20.24 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.03	20.24 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	28.83	20.24 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	41.37	20.37 + a
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

19) Theatrical Stage Journeyman

25.76

7.34

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$2.00 premium in addition to the hourly wage rate and benefit contributions:

- 1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***
- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***
- 3) Cranes (under 100 ton rated capacity)***

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
Crane with 400 ft. boom (including jib) - \$10.00 extra

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol. For those without internet access, please contact the division listed below.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

**Minimum Rates and Classifications
for Heavy/Highway Construction**

ID#: H 21555

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number: 2015-13

Project Town: Colchester

FAP Number:

State Number:

Project: Demolition Services Of Former Norton Mill And Site Remediation

CLASSIFICATION	Hourly Rate	Benefits
01) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. **See Laborers Group 5 and 7**		
1) Boilermaker	33.79	34% + 8.96
1a) Bricklayer, Cement Masons, Cement Finishers, Plasterers, Stone Masons	32.50	28.34
2) Carpenters, Piledrivermen	31.45	23.54

As of:

Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

2a) Diver Tenders 31.45 23.54

3) Divers 39.91 23.54

03a) Millwrights 31.84 23.99

4) Painters: (Bridge Construction) Brush, Roller, Blasting (Sand, Water, etc.),
Spray 45.95 19.35

4a) Painters: Brush and Roller 31.52 19.35

4b) Painters: Spray Only 34.52 19.35

4c) Painters: Steel Only 33.02 18.55

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

4d) Painters: Blast and Spray 34.52 19.35

4e) Painters: Tanks, Tower and Swing 33.52 19.35

5) Electrician (Trade License required: E-1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 38.20 23.72 + 3% of gross wage

6) Ironworkers: Ornamental, Reinforcing, Structural, and Precast Concrete Erection 34.47 31.09 + a

7) Plumbers (Trade License required: (P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2) and Pipefitters (Including HVAC Work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4 G-1, G-2, G-8, G-9) 40.62 28.91

---LABORERS----

8) Group 1: Laborer (Unskilled), Common or General, acetylene burner, concrete specialist 27.85 18.30

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

9) Group 2: Chain saw operators, fence and guard rail erectors, pneumatic tool operators, powdermen	28.10	18.30
<hr/>		
10) Group 3: Pipelayers	28.35	18.30
<hr/>		
11) Group 4: Jackhammer/Pavement breaker (handheld); mason tenders (cement/concrete), catch basin builders, asphalt rakers, air track operators, block paver, curb setter and forklift operators	28.35	18.30
<hr/>		
12) Group 5: Toxic waste removal (non-mechanical systems)	29.85	18.30
<hr/>		
13) Group 6: Blasters	29.60	18.30
<hr/>		
Group 7: Asbestos/lead removal, non-mechanical systems (does not include leaded joint pipe)	28.85	18.30
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Group 8: Traffic control signalmen	16.00	18.30
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Project: Demolition Services Of Former Norton Mill And Site Remediation

Group 9: Hydraulic Drills 28.60 18.30

---LABORERS (TUNNEL CONSTRUCTION, FREE AIR). Shield Drive and
Liner Plate Tunnels in Free Air.---

13a) Miners, Motormen, Mucking Machine Operators, Nozzle Men, Grout Men,
Shaft & Tunnel Steel & Rodmen, Shield & Erector, Arm Operator, Cable
Tenders 32.22 18.30 + a

13b) Brakemen, Trackmen 31.28 18.30 + a

---CLEANING, CONCRETE AND CAULKING TUNNEL---

14) Concrete Workers, Form Movers, and Strippers 31.28 18.30 + a

15) Form Erectors 31.60 18.30 + a

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

---ROCK SHAFT LINING, CONCRETE, LINING OF SAME AND TUNNEL
IN FREE AIR:---

16) Brakemen, Trackmen, Tunnel Laborers, Shaft Laborers	31.28	18.30 + a
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17) Laborers Topside, Cage Tenders, Bellman	31.17	18.30 + a
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18) Miners	32.22	18.30 + a
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---TUNNELS, CAISSON AND CYLINDER WORK IN COMPRESSED
AIR: ---

18a) Blaster	38.53	18.30 + a
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19) Brakemen, Trackmen, Groutman, Laborers, Outside Lock Tender, Gauge Tenders	38.34	18.30 + a
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

20) Change House Attendants, Powder Watchmen, Top on Iron Bolts 36.41 18.30 + a

21) Mucking Machine Operator 39.11 18.30 + a

---TRUCK DRIVERS---(*see note below)

Two axle trucks 28.58 20.24 + a

Three axle trucks; two axle ready mix 28.68 20.24 + a

Three axle ready mix 28.73 20.24 + a

Four axle trucks, heavy duty trailer (up to 40 tons) 28.78 20.24 + a

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Four axle ready-mix	28.83	20.24 + a
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Heavy duty trailer (40 tons and over)	29.03	20.24 + a
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Specialized earth moving equipment other than conventional type on-the road trucks and semi-trailer (including Euclids)	28.83	20.24 + a
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----POWER EQUIPMENT OPERATORS----

Group 1: Crane handling or erecting structural steel or stone, hoisting engineer (2 drums or over), front end loader (7 cubic yards or over), Work Boat 26 ft. & Over. (Trade License Required)	37.55	23.05 + a
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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer Drill/Caisson. (Trade License Required)	37.23	23.05 + a
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Group 3: Excavator/Backhoe under 2 cubic yards; Cranes (under 100 ton rated capacity), Gradall; Master Mechanic; Hoisting Engineer (all types of equipment where a drum and cable are used to hoist or drag material regardless of motive power of operation), Rubber Tire Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade (slopes, shaping, laser or GPS, etc.). (Trade License Required)	36.49	23.05 + a
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skoooper)	36.10	23.05 + a
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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrel)	35.51	23.05 + a
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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller.	35.51	23.05 + a
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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer).	35.20	23.05 + a
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Group 7: Asphalt Roller; Concrete Saws and Cutters (ride on types); Vermeer Concrete Cutter; Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and Under Mandrel).	34.86	23.05 + a
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Group 8: Mechanic, Grease Truck Operator, Hydroblaster, Barrier Mover, Power Stone Spreader; Welder; Work Boat under 26 ft.; Transfer Machine.	34.46	23.05 + a
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Group 9: Front End Loader (under 3 cubic yards), Skid Steer Loader regardless of attachments (Bobcat or Similar); Fork Lift, Power Chipper; Landscape Equipment (including hydroseeder).	34.03	23.05 + a
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Project: Demolition Services Of Former Norton Mill And Site Remediation

Group 10: Vibratory Hammer, Ice Machine, Diesel and Air Hammer, etc. 31.99 23.05 + a

Group 11: Conveyor, Earth Roller; Power Pavement Breaker (whiphammer), Robot Demolition Equipment. 31.99 23.05 + a

Group 12: Wellpoint Operator. 31.93 23.05 + a

Group 13: Compressor Battery Operator. 31.35 23.05 + a

Group 14: Elevator Operator; Tow Motor Operator (Solid Tire No Rough Terrain). 30.21 23.05 + a

Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 29.80 23.05 + a

Group 16: Maintenance Engineer/Oiler 29.15 23.05 + a

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator.	33.46	23.05 + a
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Group 18: Power Safety Boat; Vacuum Truck; Zim Mixer; Sweeper; (minimum for any job requiring CDL license).	31.04	23.05 + a
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****NOTE: SEE BELOW**

---LINE CONSTRUCTION---(Railroad Construction and Maintenance)---

20) Lineman, Cable Splicer, Technician	45.43	6.25%+19.20
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21) Heavy Equipment Operator	40.89	6.25%+17.18
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22) Equipment Operator, Tractor Trailer Driver, Material Men	38.62	6.25%+16.68
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As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

23) Driver Groundmen 24.99 6.25%+10.87

23a) Truck Driver 34.07 6.25%+15.41

---LINE CONSTRUCTION---

24) Driver Groundmen 30.92 6.5% + 9.70

25) Groundmen 22.67 6.5% + 6.20

26) Heavy Equipment Operators 37.10 6.5% + 10.70

27) Linemen, Cable Splicers, Dynamite Men 41.22 6.5% + 12.20

Project: Demolition Services Of Former Norton Mill And Site Remediation

28) Material Men, Tractor Trailer Drivers, Equipment Operators

35.04 6.5% + 10.45

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Welders: Rate for craft to which welding is incidental.

**Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

***Note: Hazardous waste premium \$3.00 per hour over classified rate*

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- 2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson**
- 3) Cranes (under 100 ton rated capacity)**

Crane with 150 ft. boom (including jib) - \$1.50 extra
Crane with 200 ft. boom (including jib) - \$2.50 extra
Crane with 250 ft. boom (including jib) - \$5.00 extra
Crane with 300 ft. boom (including jib) - \$7.00 extra
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All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.

~~Connecticut General Statute Section 31-55a: Annual Adjustments to wage rates by contractors doing state work~~

The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.

Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.

It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.

The annual adjustments will be posted on the Department of Labor's Web page: www.ct.gov/dol.

The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.

All subsequent annual adjustments will be posted on our Web Site for contractor access.

Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.

As of: Thursday, January 07, 2016

Project: Demolition Services Of Former Norton Mill And Site Remediation

Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of:

Thursday, January 07, 2016

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

CONTRACTORS WAGE CERTIFICATION FORM
Construction Manager at Risk/General Contractor/Prime Contractor

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

Street

City

and all of its subcontractors will pay all workers on the

Project Name and Number

Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

Signed

Subscribed and sworn to before me this _____ day of _____.

Notary Public

Return to:
Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Rate Schedule Issued (Date): _____



THIS IS A PUBLIC WORKS PROJECT

Covered by the

PREVAILING WAGE LAW

CT General Statutes Section 31-53

**If you have QUESTIONS regarding your wages
CALL (860) 263-6790**

Section 31-55 of the CT State Statutes requires every contractor or subcontractor performing work for the state to post in a prominent place the prevailing wages as determined by the Labor Commissioner.

[New] In accordance with Section 31-53b(a) of the C.G.S. each contractor shall provide a copy of the OSHA 10 Hour Construction Safety and Health Card for each employee, to be attached to the first certified payroll on the project.

In accordance with Connecticut General Statutes, 31-53 Certified Payrolls with a statement of compliance shall be submitted monthly to the contracting agency:

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

WEEKLY PAYROLL

Connecticut Department of Labor
Wage and Workplace Standards Division
200 Foley Brook Blvd.
Waterbury, CT 06709

WORKERS' COMPENSATION INSURANCE CARRIER

CONTRACTOR NAME AND ADDRESS: _____

PAYROLL NUMBER: _____ Date: _____ PROJECT NAME & ADDRESS: _____

SUBCONTRACTOR NAME & ADDRESS: _____ POLICY # _____

EXPIRE DATE: _____

PERSON/OWNER ADDRESS AND SECTION	APPR. RATE PER HOUR AND RACE	WORK CLASSIFICATION <small>Trade License Type & Number - OSHA 10 Certification Number</small>	DAY AND DATE							TOTAL HOURS	BASE HOURLY RATE	TYPE OF FRINGE BENEFITS <small>(Per Hour 1 through 6 (see back))</small>	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY								
			S	M	T	W	TH	F	S					FEDERAL	STATE	OTHER LIST										

12-9-2013 WWS/CT1 *IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER ____ OF ____

OSHA 10 ~ ATTACH CARD TO 1ST CERTIFIED PAYROLL

***FRINGE BENEFITS EXPLANATION (P):**

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.).

Please specify the type of benefits provided:

- 1) Medical or hospital care _____ 4) Disability _____
2) Pension or retirement _____ 5) Vacation, holiday _____
3) Life Insurance _____ 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____,

I, _____ of _____, (hereafter known as Employer) in my capacity as _____ (title) do hereby certify and state:

Section A:

1. All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connecticut General Statutes, section 31-53, as amended. Further, I hereby certify and state the following:

- a) The records submitted are true and accurate;
- b) The rate of wages paid to each mechanic, laborer or workman and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as defined in Connecticut General Statutes, section 31-53 (h), are not less than the prevailing rate of wages and the amount of payment or contributions paid or payable on behalf of each such person to any employee welfare fund, as determined by the Labor Commissioner pursuant to subsection Connecticut General Statutes, section 31-53 (d), and said wages and benefits are not less than those which may also be required by contract;
- c) The Employer has complied with all of the provisions in Connecticut General Statutes, section 31-53 (and Section 31-54 if applicable for state highway construction);
- d) Each such person is covered by a worker's compensation insurance policy for the duration of his employment which proof of coverage has been provided to the contracting agency;
- e) The Employer does not receive kickbacks, which means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided directly or indirectly, to any prime contractor, prime contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a prime contractor in connection with a subcontractor relating to a prime contractor; and
- f) The Employer is aware that filing a certified payroll which he knows to be false is a class D felony for which the employer may be fined up to five thousand dollars, imprisoned for up to five years or both.

2. OSHA--The employer shall affix a copy of the construction safety course, program or training completion document to the certified payroll required to be submitted to the contracting agency for this project on which such persons name first appears.

(Signature)

(Title)

Submitted on (Date)

*****THIS IS A PUBLIC DOCUMENT***
DO NOT INCLUDE SOCIAL SECURITY NUMBERS**

PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Weekly Payroll Certification For Public Works Projects (Continued) Week-Ending Date: _____ Contractor or Subcontractor Business Name: _____

PERSON/WORKER, ADDRESS and SECTION	APPR RATE %	MALE/FEMALE AND RACE*	WORK CLASSIFICATION <small>Trade License Type & Number - OSHA, 10 Certification Number</small>	DAY AND DATE							Total ST Hours	BASE RATE	TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back)	GROSS PAY FOR ALL WORK PERFORMED THIS WEEK	TOTAL DEDUCTIONS			GROSS PAY FOR THIS PREVAILING RATE JOB	CHECK # AND NET PAY
				M	T	W	TH	F	S	FEDERAL STATE					FICA WITH-HOLDING	LIST OTHER			
				HOURS WORKED EACH DAY											WITH-HOLDING	OTHER			
											1. \$								
											2. \$								
											Base Rate								
											3. \$								
											4. \$								
											Cash Fringe								
											5. \$								
											6. \$								
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											Base Rate								
											25. \$								
											Cash Fringe								
											26. \$								

**Connecticut Department of Labor
Wage and Workplace Standards Division
FOOTNOTES**

- ⇒ Please Note: If the “Benefits” listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the “Benefits” section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Concrete Finishers, Stone Masons
(Building Construction) and
(Residential- Hartford, Middlesex, New Haven, New London and Tolland Counties)**

- a. Paid Holiday: Employees shall receive 4 hours for Christmas Eve holiday provided the employee works the regularly scheduled day before and after the holiday. Employers may schedule work on Christmas Eve and employees shall receive pay for actual hours worked in addition to holiday pay.

Elevator Constructors: Mechanics

- a. Paid Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Veterans’ Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving.
- b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

Glaziers

- a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators
(Heavy and Highway Construction & Building Construction)**

- a. Paid Holidays: New Year’s Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday. Holidays falling on Saturday may be observed on Saturday, or if the employer so elects, on the preceding Friday.

Ironworkers

- a. Paid Holiday: Labor Day provided employee has been on the payroll for the 5 consecutive work days prior to Labor Day.

Laborers (Tunnel Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No employee shall be eligible for holiday pay when he fails, without cause, to work the regular work day preceding the holiday or the regular work day following the holiday.

Roofers

- a. Paid Holidays: July 4th, Labor Day, and Christmas Day provided the employee is employed 15 days prior to the holiday.

Sprinkler Fitters

- a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a contractor 20 working days prior to any such paid holiday.

Truck Drivers

(Heavy and Highway Construction & Building Construction)

- a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 calendar days of service and works the last scheduled day before and the first scheduled day after the holiday, unless excused.

Informational Bulletin

THE 10-HOUR OSHA CONSTRUCTION SAFETY AND HEALTH COURSE

(applicable to public building contracts entered into *on or after July 1, 2007*, where the total cost of all work to be performed is at least \$100,000)

- (1) This requirement was created by Public Act No. 06-175, which is codified in Section 31-53b of the Connecticut General Statutes (pertaining to the prevailing wage statutes);
- (2) The course is required for public building construction contracts (projects funded in whole or in part by the state or any political subdivision of the state) entered into on or after July 1, 2007;
- (3) It is required of private employees (not state or municipal employees) and apprentices who perform manual labor for a general contractor or subcontractor on a public building project where the total cost of all work to be performed is at least \$100,000;
- (4) The ten-hour construction course pertains to the ten-hour Outreach Course conducted in accordance with federal OSHA Training Institute standards, and, for telecommunications workers, a ten-hour training course conducted in accordance with federal OSHA standard, 29 CFR 1910.268;
- (5) The internet website for the federal OSHA Training Institute is http://www.osha.gov/fso/otc/training/edcenters/fact_sheet.html;
- (6) The statutory language leaves it to the contractor and its employees to determine who pays for the cost of the ten-hour Outreach Course;
- (7) Within 30 days of receiving a contract award, a general contractor must furnish proof to the Labor Commissioner that all employees and apprentices performing manual labor on the project will have completed such a course;
- (8) Proof of completion may be demonstrated through either: (a) the presentation of a *bona fide* student course completion card issued by the federal OSHA Training Institute; or (2) the presentation of documentation provided to an employee by a trainer certified by the Institute pending the actual issuance of the completion card;
- (9) Any card with an issuance date more than 5 years prior to the commencement date of the construction project shall not constitute proof of compliance;

- (10) Each employer shall affix a copy of the construction safety course completion card to the certified payroll submitted to the contracting agency in accordance with Conn. Gen. Stat. § 31-53(f) on which such employee's name first appears;
- (11) Any employee found to be in non-compliance shall be subject to removal from the worksite if such employee does not provide satisfactory proof of course completion to the Labor Commissioner by the fifteenth day after the date the employee is determined to be in noncompliance;
- (12) Any such employee who is determined to be in noncompliance may continue to work on a public building construction project for a maximum of fourteen consecutive calendar days while bringing his or her status into compliance;
- (13) The Labor Commissioner may make complaint to the prosecuting authorities regarding any employer or agent of the employer, or officer or agent of the corporation who files a false certified payroll with respect to the status of an employee who is performing manual labor on a public building construction project;
- (14) The statute provides the minimum standards required for the completion of a safety course by manual laborers on public construction contracts; any contractor can exceed these minimum requirements; and
- (15) Regulations clarifying the statute are currently in the regulatory process, and shall be posted on the CTDOL website as soon as they are adopted in final form.
- (16) Any questions regarding this statute may be directed to the Wage and Workplace Standards Division of the Connecticut Labor Department via the internet website of <http://www.ctdol.state.ct.us/wgwkstnd/wgemenu.htm>; or by telephone at (860)263-6790.

THE ABOVE INFORMATION IS PROVIDED EXCLUSIVELY AS AN EDUCATIONAL RESOURCE, AND IS NOT INTENDED AS A SUBSTITUTE FOR LEGAL INTERPRETATIONS WHICH MAY ULTIMATELY ARISE CONCERNING THE CONSTRUCTION OF THE STATUTE OR THE REGULATIONS.

Sec. 31-53b. Construction safety and health course. New miner training program. Proof of completion required for mechanics, laborers and workers on public works projects. Enforcement. Regulations. Exceptions. (a) Each contract for a public works project entered into on or after July 1, 2009, by the state or any of its agents, or by any political subdivision of the state or any of its agents, described in subsection (g) of section 31-53, shall contain a provision requiring that each contractor furnish proof with the weekly certified payroll form for the first week each employee begins work on such project that any person performing the work of a mechanic, laborer or worker pursuant to the classifications of labor under section 31-53 on such public works project, pursuant to such contract, has completed a course of at least ten hours in duration in construction safety and health approved by the federal Occupational Safety and Health Administration or, has completed a new miner training program approved by the Federal Mine Safety and Health Administration in accordance with 30 CFR 48 or, in the case of telecommunications employees, has completed at least ten hours of training in accordance with 29 CFR 1910.268.

(b) Any person required to complete a course or program under subsection (a) of this section who has not completed the course or program shall be subject to removal from the worksite if the person does not provide documentation of having completed such course or program by the fifteenth day after the date the person is found to be in noncompliance. The Labor Commissioner or said commissioner's designee shall enforce this section.


(c) Not later than January 1, 2009, the Labor Commissioner shall adopt regulations, in accordance with the provisions of chapter 54, to implement the provisions of subsections (a) and (b) of this section. Such regulations shall require that the ten-hour construction safety and health courses required under subsection (a) of this section be conducted in accordance with federal Occupational Safety and Health Administration Training Institute standards, or in accordance with Federal Mine Safety and Health Administration Standards or in accordance with 29 CFR 1910.268, as appropriate. The Labor Commissioner shall accept as sufficient proof of compliance with the provisions of subsection (a) or (b) of this section a student course completion card issued by the federal Occupational Safety and Health Administration Training Institute, or such other proof of compliance said commissioner deems appropriate, dated no earlier than five years before the commencement date of such public works project.

(d) This section shall not apply to employees of public service companies, as defined in section 16-1, or drivers of commercial motor vehicles driving the vehicle on the public works project and delivering or picking up cargo from public works projects provided they perform no labor relating to the project other than the loading and unloading of their cargo.

(P.A. 06-175, S. 1; P.A. 08-83, S. 1.)

History: P.A. 08-83 amended Subsec. (a) by making provisions applicable to public works project contracts entered into on or after July 1, 2009, replacing provision re total cost of work with reference to Sec. 31-53(g), requiring proof in certified payroll form that new mechanic, laborer or worker has completed a 10-hour or more construction safety course and adding provision re new miner training program, amended Subsec. (b) by substituting "person" for "employee" and adding "or program", amended Subsec. (c) by adding "or in accordance with Federal Mine Safety and Health Administration Standards" and setting new deadline of January 1, 2009, deleted former Subsec. (d) re "public building", added new Subsec. (d) re exemptions for public service company employees and delivery drivers who perform no labor other than delivery and made conforming and technical changes, effective January 1, 2009.

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 9-5-2016
Re: Proposed Security Camera System Policy

Reference is made to memo dated March 18, 2016 regarding operational parameters of the Video Camera system. As noted in that memo, the only existing policy regarding security and/or monitoring is listed in Section V of the Personnel Policy. The existing policy is listed below and can be found on pages 47-49 of the Town's Personnel Policy.

Security

Town facilities are equipped with alarm systems. Employees who regularly have a need to enter the building during "off hours" will be issued an alarm code and an outside door key. Employees who enter and leave the building during normal work hours do not need to have outside door keys or alarm codes.

The First Selectman will determine to whom keys and alarm codes should be issued. All employees are issued badges, which they are expected to wear, or have in their possession at all times.

Lockdown procedures are followed in emergency situations and are addressed in a separate procedure.

Workplace Privacy and Monitoring

The Town's primary mission is to effectively and efficiently conduct its business and meet or exceed service expectations. In order to do this, the Town must be able to: (a) access business information at all times; (b) provide a safe, productive work environment; and (c) supervise its employees to be sure that they are acting consistently with business objectives. In order to prevent any misunderstandings, the Town believes that every employee should be aware of the following policies on privacy and monitoring so that they can conduct themselves in a professional manner at all times.

- A.** The Town reserves the right to conduct monitoring to inspect employees' work areas including, without limitation, employee lockers, desks, file cabinets, workstations, and mail, in accordance with applicable legal requirements.
- B.** Employees using personal locks on Town property must provide the combination or key to their supervisor. The Town will also retain a copy of any Town keys issued to employees.
- C.** Solicitation on Town premises is substantially disruptive to Town operations, may materially interfere with the working relationship between employees, and may affect the job performance of employees. Accordingly, solicitation by one employee of another is prohibited while either is on working time. Furthermore, distribution of literature, candy sales, magazine subscriptions, raffle tickets etc. by an employee is not permitted in the work areas at any time. While an employee may engage in solicitation and distribution activities during rest and meal periods with others who are not working at the time, the Town believes that selling or collecting money for any purpose, or distributing literature that is political or religious in nature, can be controversial and problematic and urges all employees to discourage such activities. Trespassing, soliciting or distributing literature by anyone not employed by the Town is prohibited on Town's premises.
- D.** The Town reserves the right to review, access, and intercept all messages created, received, or sent over its electronic communications systems at any time, without advance notice, for such reasons as, without limitation: ensuring that the systems are being used solely to conduct the Town's business; assisting in the evaluation of employee work performance; maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that the Town's operations continue appropriately. The Town may also monitor or review employee work performance, without advance notice, through the use of mechanical or electronic devices, or other methods, including the use of telephone or video monitoring. An employee's use of the Town's communication systems constitutes consent to the Town's conduct.
- E.** Employees are prohibited from gaining access to another employee's computer or other electronic communications and must not use unauthorized codes, passwords or other means to gain access to another employee's computer or other electronic communications systems, unless expressly permitted to do so by the First Selectman. Employees are prohibited from accessing a file or retrieving any stored information on the Town's e-mail, voice-mail, and computer systems unless expressly permitted to do so by the First Selectman. Employees should not create their own computer, voice-mail or other electronic communications system passwords unless permitted to do so by the First Selectman. Employees must provide all personal passwords to the Town, so that the Town may effectively conduct business at all times.
- F.** Public records retention and Freedom of Information requirements must be satisfied in the use of electronic communications systems in accordance with the Town's policies and applicable law.
- G.** Any employee who violates the Town's privacy and monitoring policy shall be subject to disciplinary action, up to and including termination of employment. In addition, criminal penalties and fines may apply where the employee's conduct violates applicable state or federal laws.

The policy in regard to day to day operational authority of the video camera should not be included within the Personnel Policy, however the Personnel Policy should be updated in order to inform employees of the operation of the video camera system. The Personnel Policy is recommended to be updated as follows: (additions are in red bold type)

Security

Town facilities are equipped with alarm systems **and may have Video Camera systems in operation**. Employees who regularly have a need to enter the building during "off hours" will be issued an alarm code and an outside door key **or other access device**. Employees who enter and leave the building during normal work hours do not need to have outside door keys or alarm codes. The First Selectman will determine to whom keys and alarm codes should be issued. All employees are issued badges, which they are expected to wear, or have in their possession at all times. Lockdown procedures are followed in emergency situations and are addressed in a separate procedure.

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In general, the existing Personnel Policy with a minimal update addresses the "notification" issue for employees in regard to the video camera system. The Operational Policy is recommended to a new separate policy that outlines the procedure for video camera testing and access. Draft language is as follows:

Security Video Camera Operational Policy

The Town of Colchester facilities have or may have Video Camera surveillance systems installed upon or within the premises. It is the general consideration that the video systems are installed as a security and forensic evidence collection system and not intended for the real time monitoring and security of subjects. The Town of Colchester facilities that have Video Camera Security Systems installed shall be operated within the following procedures:

- 1) The First Selectman shall have the full authorization in order to operate and review the recorded data.
- 2) The First Selectman, with the concurrence of the Board of Selectmen, may designate an employee to provide Operational, Maintenance, and Dissemination of recorded data, when the circumstances required said data be reviewed and recorded. (i.e. in the case of criminal activity,) and provided to the proper legal authorities, upon request of either the First Selectmen or proper Legal Authority in the assistance of an investigation.
- 3) In the case of Emergency events, the proper Legal Authority, (i.e. Police, Fire, DEMHS, etc) shall have access to the system and data, as deemed necessary in order to properly manage or investigate the emergency event.
- 4) Request for reviewing recorded data of non-criminal investigational matters, shall be forwarded to the First Selectman, who will determine if the request is to be approved.
- 5) There shall be no access to the video system by personal electronic devices (including computers or mobile devices) for viewing or recording data, by any town personnel without the written permission of the First Selectman. Employees found in violation of this directive shall be subject to disciplinary action up to and including termination of employment.
- 6) Those facilities with video recording systems located upon the premises shall be adequately signed in order to provide notice to users of the facility.

Town of Colchester
Renewable Contracts and Grants

Purpose

The purpose of this procedure is to specify the Board of Selectmen's intent for dealing with grants and renewable contracts. It is recognized that the Board has the responsibility to approve contracts and grants. It is also recognized that it is operationally prudent to have non-match funding grants and renewable yearly contracts not require to be submitted to the Board of Selectmen for First Selectman signing approval. This policy will allow the First Selectman to sign grants and contracts, specified below, without prior approval from the Board of Selectmen.

Contracts not requiring prior approval of the Board of Selectmen

1. Yearly renewable contracts that have the same content in the contract and same monetary expenditure from the previous contract

Contracts requiring prior approval of the Board of Selectmen

1. Any new contract
2. Any contract that has additions or changes that effects the scope of the contract
3. Any contract that has monetary changes

Grants requiring prior approval

1. When town funds are needed for the grant to be accepted