

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting @ 7PM
Thursday, May 4, 2017
Colchester Town Hall
Meeting Room 1**

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 1. Open Space
 - a. Reappointment of Theodore Fuini for a three-year term to expire on 3/31/2020
 - b. Reappointment of William Hochholzer for a three-year term to expire on 3/31/2020
 2. Tax Refunds and Rebates
 3. Action on the Competitive School Readiness Grant Application including Quality Enhancement Funds
5. Approve Minutes of the April 20, 2017 Board of Selectmen Meeting
6. Approve Minutes of the April 20, 2017 Commission Chairmen Meeting
7. Budget Transfers
8. Discussion and Possible Action on Town Clerk Notary Fee Revenue
9. Discussion and Possible Action on Langan Engineering Contract- Norton Mill Phase 3 Testing
10. Discussion and Possible Action on Revision to Charter 18, Article III of the Code of Ordinance Park & Recreation Commission
11. Citizen's Comments
12. First Selectman's Report
13. Liaison Reports
14. Executive Session to Discuss Municipal Employees Union Local 506 Collective Bargaining Agreement
15. Discussion and Possible Action on Municipal Employee Union Local 506 Collective Bargaining Agreement
16. Adjourn

RECEIVED
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2017 APR 28 PM 1:47
Gayle Furman
GAYLE FURMAN
TOWN 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	3/31/2020
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	10/1/2019
Member	VACANT			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.

From: Cindy Praisner [mailto:cpraisner@colchesterct.org]

Sent: Monday, March 20, 2017 7:40 PM

To: Tricia Dean <tdean@colchesterct.gov>

Subject: Add to Agenda

For Discussion and Possible Action on the Competitive School Readiness Grant application including Quality Enhancement funds.

This grant supports the school readiness component of Colchester's early childhood initiative. It provides tuition for students to attend preschool in local programs. The tuition amount requested is \$144,000 and the corresponding administrative funds request is \$7,200. Additionally, this application includes a request for \$3,881 in Quality Enhancement funds to be used to support quality component standards in area preschool programs as well as to meet legislative mandates for supervision of sites. Request to authorize the First Selectman to sign the application as required.

Thanks,
Cindy

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Cindy Praisner
Early Childhood Coordinator
860-537-0717



**Collaborative for
Colchester's Children**
HEALTHY, HAPPY & SUCCESSFUL CHILDREN



Connecticut Office of Early Childhood

Q65.

When completing this application it is recommended that narrative responses be created in a MS Word document and pasted into the application in the event of any technology issues with this electronic form. Please note that this application does not need to be completed in its entirety in one sitting and may be saved and completed over multiple sessions.

We are providing a Requirement Checklist to assist with preparing documents that will be required as part of this application.

Download School Readiness Basic Requirements Checklist

[School Readiness Basic Requirements Checklist](#)

Q17.

PRIORITY AND COMPETITIVE SCHOOL READINESS FY 2018 COMMUNITY RFP

Legislative Authority

Connecticut General Statutes

Sections 10-16o through 10-16r and Sections 10-16t through 10-16u

Due Date:

May 17, 2017

The Connecticut Office of Early Childhood is committed to a policy of equal opportunity/affirmative action for all qualified persons. The Office of Early Childhood does not discriminate in any employment practice, education program, or educational activity on the basis of race, color, religious creed, sex, age, national origin, ancestry, marital status, sexual orientation, gender, gender identity or expression, disability (including, but not limited to, intellectual disability, past or present history of mental disorder, physical disability or learning disability), genetic information, or any other basis prohibited by Connecticut state and/or federal nondiscrimination laws. The Office of Early Childhood does not unlawfully discriminate in employment and licensing against qualified persons with a prior criminal conviction. Inquiries regarding the Office of Early Childhood's nondiscrimination policies should be directed to:

Levy Gillespie
Equal Employment Opportunity Director
State of Connecticut Department of Education
Suite 607
450 Columbus Boulevard
Hartford, CT 06103
levy.gillespie@ct.gov

860-807-2071

Completion of this application notifies the Office of Early Childhood (OEC) that each applicant sub-grantee has met all OEC requirements of the local School Readiness (SR) application.

Each sub-grantee that provides School Readiness services, or wishes to provide School Readiness services, must submit a local proposal to the School Readiness Council for approval. The local School Readiness application must be reviewed and scored by a team.

Q4.

OVERVIEW AND DESCRIPTION

Purpose of grant as outlined in Connecticut General Statutes (C.G.S.) Section 10-16o is to:

- Provide open access for children to quality programs that promote the health and safety of children and prepare them for formal schooling;
- Provide opportunities for parents to choose among affordable and accredited programs;
- Encourage coordination and cooperation among programs and prevent the duplication of services;
- Recognize the specific service needs and unique resources available to particular municipalities and provide flexibility in the implementation of programs;
- Prevent or minimize the potential for developmental delay in children prior to their reaching the age of five;
- Enhance federally funded school readiness programs;
- Strengthen the family through encouragement of parental involvement in a child's development and education; and enhancement of a family's capacity to meet the special needs of the children, including children with disabilities;
- Reduce educational costs by decreasing the need for special education services for school age children and avoiding grade repetition;
- Assure that children with disabilities are integrated into programs available to children who are not disabled; and
- Improve the availability and quality of school readiness programs and their coordination with the services of child care providers.

For additional information about School Readiness requirements, the OEC's General Policies (GPs) for all state-funded programs are available at: <http://www.ct.gov/oec/generalpolicies>.

The School Readiness grant is intended to provide funds for:

- Preschool spaces in center-based programs: These spaces include for-profit or not-for-profit private preschool programs, public preschool programs, Head Start programs, faith-based preschool programs and state-funded day care programs. Programs must be Head Start approved, NAEYC accredited or eligible for NAEYC accreditation. See GP B-05.

Services may be provided in combination of the following space types:

Space Type	Services	Rate
Full Day	10 hours per day 5 days per week 50 weeks per year	\$8,924
School Day	6 hours per day 5 days per week 180 days minimum	\$6,000
Part Day	2.5 hours per day 5 days per week 180 days minimum	\$4,500
Extended Day (Wrap-around) *Priority SR only	Extends the day	\$2,772

- Administrative costs: For the purpose of coordination, program evaluation and administration, Priority School Readiness municipalities may use a percentage of their School Readiness Allocation determined by OEC, based on available funds. (This is a statutory requirement and is subject to change.)

Monitoring Requirements

Each grantee is responsible for monitoring their sub-grantees to ensure programmatic and fiscal compliance, accountability for children served, and that each program is implementing the 11 quality components under Section 10-16q of the C.G.S., as detailed below:

- A plan for collaboration with other community programs and services including public libraries, and for coordination of resources in order to facilitate full-day and year-round child care and education programs for children of working parents and parents in education or training programs;
- Parent involvement, parenting education and outreach;
- Record-keeping policies that require documentation of the name and address of each child's doctor, primary care provider and health insurance company and information on whether the child is immunized and has had health screens pursuant to 42 U.S.C. Section 1396d and referrals for health services, including referrals for appropriate immunizations and screenings;
- A plan for the incorporation of appropriate pre-literacy practices and teacher training in such practices;
- Nutrition services;
- Referrals to family literacy programs that incorporate adult basic education and provide for the promotion of literacy through access to public library services;
- Admission policies that promote enrollment of children from different racial, ethnic and economic backgrounds and from other communities;
- A plan of transition for participating children from school readiness program to kindergarten and transfer of records from program to kindergarten under Section 10-16a(a)(8);
- A plan for professional development for staff, including but not limited to, training in pre-literacy skills development and designed to assure respect for racial and ethnic diversity;
- A sliding fee scale for families participating in the program pursuant to section 17b-749d; and
- An annual evaluation of the effectiveness of the program.

The OEC may conduct announced and unannounced site visits.

All state funded programs must meet basic health and safety requirements, determined by the OEC.

Reports

All School Readiness communities must submit School Readiness reports, including fiscal data, and monthly space utilization reports, and any other additional requests for data. Grantees are required to participate as requested in all state-level evaluation activities.

Q1.

ELIGIBLE RECIPIENTS

Priority School Readiness (PSR) Eligibility

Priority School Districts are defined under Section 10-266p of the C.G.S. Eligibility is determined for a five-year period based upon the applicant's designation as a Priority School District for the initial year of application. If a school district that receives a grant pursuant to this subsection is no longer designated as a Priority School District at the end of the five-year period, that Priority School District shall continue to be eligible to receive a grant pursuant to C.G.S. 10-16p(c).

Competitive School Readiness (CSR) Eligibility

A town served by a priority school or a former priority school; a town ranked one to fifty when all towns are ranked in ascending order according to town wealth as defined in C.G.S. Section 10-262f(26) whose school district is not a priority school district or a town so ranked for the fiscal year ending June 30, 2010, even if such town is no longer so ranked; and a town designated as an alliance district, as defined in C.G.S. section 10-262u, whose school district is not a priority school district. Eligibility for School Readiness is determined for a three-year period based upon the applicant's designation as a town with a priority school or a town in the lowest 50 wealth rank for the initial year of application, and annually thereafter, contingent upon available funding and a satisfactory annual evaluation. (Eligible communities are determined yearly by the Connecticut Office of Early Childhood using these criteria).

Enrollment

Each site must enroll at least 60 percent of School Readiness-funded children at or below 75 percent of the state median income.

Q18.

STAFF QUALIFICATIONS AND THE EARLY CHILDHOOD PROFESSIONAL REGISTRY

According to General Policy [A-01](#), it is the responsibility of each School Readiness Council to ensure that each classroom that provides services under the School Readiness grant must be staffed by:

- a teacher, who at minimum, has a Child Development Associate (CDA) credential and 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Regents; **or**
- a teacher who has an Associate Degree or a four-year degree with 12 credits in early childhood education or child development from an institution of higher learning accredited by the Board of Governors of Higher Education; **or**
- a teacher who has a Connecticut Teaching Certificate with an Early Childhood or Special Education Endorsement.

50 percent of teachers assigned to programs accepting Child Day Care or State Head Start funds must hold a Bachelor's Degree with an early childhood concentration and the remainder hold an Associate's Degree with an early childhood concentration.

By July 1, 2020, each classroom must have a teacher that holds a Bachelor's degree with an early childhood concentration (see General Policy [A-01](#) for guidance).

Any School Readiness classroom operated by a public school must employ appropriately certified teaching staff if one or more children in the class are claimed for Education Cost Sharing (ECS) reimbursement.

Required Professional Development for Teaching Staff - Twelve (12) hours of professional learning are required annually for teaching staff. This requirement may be fulfilled as part of other requirements, e.g., licensing, Child Care and Development Fund (CCDF), etc. Teachers must participate in a minimum of two (2) professional development trainings each year focused on early childhood development, or topics directly related to the field of early childhood education and one (1) training in effectively including and caring for children with learning differences including those with disabilities and dual-language learners. New staff must have or obtain specific training in pre-literacy skill development and in racial and ethnic diversity within the first year of hiring.

Q19.

LOCAL REQUEST FOR PROPOSALS

Each community is required to publicly issue a Local RFP for FY 2018 to identify new or continuing eligible local early care and education providers, which shall provide School Readiness services to eligible children and their families. In its review of these applications, the School Readiness Council must ensure the proposals address all the statutory requirements specifying how the

program will meet these requirements and **only submit** those proposals that are complete and in compliance with such requirements. Each community must provide a copy of the School Readiness Council's score and written review of each sub-grantee's application that includes the strengths and weaknesses, as well as the Council's recommendation for funding. Agencies with multiple sites may submit one (1) application with the individual sites, spaces, and cost information and include site-specific information for licensing, accreditation, staff grids, program administration and operation pages, budget and justifications, budget attachments, and collaboration agreements.

Local Proposals (New AND Continuing Programs)

Each local proposal must be uploaded in the Local Proposals section of this application. A signed Local RFP Cover Sheet that attests that the application was reviewed, scored and in compliance with the School Readiness requirements must also be part of the file uploaded in the Local Proposals section of this application.

Responses to the local RFP are also used to monitor compliance with the School Readiness quality components.

Q20.

GRANT SUBMISSION INFORMATION

Date of Board Acceptance

If the submission of the application for the School Readiness Grant Program requires the official approval and/or endorsement of any board or like body (e.g., board of education, town council, etc.), the approval and/or endorsement of such body should be submitted with the grant application. If it is not possible to obtain board or similar approval prior to submission of the grant application, the official board approval or similar document should be sent under separate cover, no later than July 1, 2017.

Freedom of Information Act

All of the information contained in the grant application submitted in response to the School Readiness Grant Program is subject to the provisions of the Freedom of Information Act (FOIA), C.G.S. Sections 1-200 et seq. The FOIA declares that except as provided by federal law or state statute, records maintained or kept on file by any public agency, as defined in the statute, are public records and every person has the right to inspect and receive a copy of such records.

Obligations of Grantees and Sub-Grantees

All bidders are hereby notified that the grant to be awarded is subject to contract compliance requirements as set forth in the C.G.S. Section 4a-60 and 4a-60a and Sections 4a-68j-l et seq. of the Regulations of Connecticut State Agencies. Furthermore, the grantee must submit periodic reports of its employment and sub-contracting practices in such form, in such manner and in such time as may be prescribed by the Commission on Human Rights and Opportunities.

State Monitoring and Evaluation

The OEC, or its designee, may conduct unannounced and announced site visits to grantees and sub-grantees funded under this grant program to monitor a community's progress and compliance with the intent of the legislative act and in accordance with the RFP.

Management and Control of the Program and Grant Consultation Role of the State

The grantee should have complete management control of this grant. While state agency staff may be consulted for their expertise, they will not be directly responsible for the selection of sub-grantees or vendors, nor will they be directly involved in the expenditure and payment of funds obligated by the grantee.

Reporting Requirements

Within 60 days after the close of the fiscal year, each grantee must file a financial statement of expenditures with the Connecticut State Department of Education (CSDE) on such forms as the CSDE may require. The applicant must submit a complete data report, including individual programs reports and a municipality report to the OEC by the required date each month.

The applicant awarded a grant must also submit a final project report using the assessment measure adopted by the OEC. Applicants should identify the outcomes achieved over the course of each funding year and the progress towards achievement of an applicant's outcomes.

Annie E. Casey Foundation

Applicants that are part of a collaborative effort funded in whole or in part by the Annie E. Casey Foundation must submit documentation that:

- The collaborative oversight entity has been provided the opportunity to review and comment on the grant application or proposal prior to submission to the OEC.
- The proposal or application submitted provides information detailing the activities, which assure priority access to services to children, youth and families referred by the collaborative oversight entity.
- The applicant shall designate someone to act as liaison for the referral process.

Q23.

GRANT PROCESS

Information / Technical Assistance

An information/technical assistance session will be held on Wednesday, March 29, 2017, from 8:30-11:30 am and 12:00-3:00 pm. Space is limited. RSVP by March 22, 2017, to Andrea Brinnel (andrea.brinnel@ct.gov).

Review of Applications and Grant Awards

The OEC reserves the right to make a grant award under this program without discussion with the applicants. Therefore, applications should be submitted which present the project in the most favorable light from both technical and cost standpoints. All awards are subject to the availability of funds. Districts or municipalities awarded funds under this grant program are cautioned not to commit such funds until an official grant award letter is received.

Consultative Assistance

Andrea Brinnel, School Readiness Program Manager, Connecticut Office of Early Childhood, Division of Early Care and Education, will be available at 860-500-4426 to answer questions regarding application procedures or proposal format.

Reservations and Restrictions

The OEC reserves the right not to fund an applicant or grantee if it is determined that the grantee cannot manage the fiscal responsibilities required under the grant or demonstrates an inability to meet programmatic requirements of this grant, e.g., licensing, health and safety, Professional Registry, etc.

Grant Submission

The following pages constitute the community application for School Readiness funding. Specific instructions are included within each section. Please note that you will be required to upload documents throughout this application.

Q63.

FY 18 SCHOOL READINESS GRANT APPLICATION

This grant is supported by the Connecticut Office of Early Childhood

GRANT PERIOD

July 1, 2017 to June 30, 2018

Q64. COMMUNITY

Town of Colchester

Q65. APPLICATION CONTACT PERSON

(School Readiness Liaison or Grant Application Contact if no Liaison)

Name	Cindy Praisner
Address	Collaborative for Colchester's Children
Address 2	315 Halls Hill Rd
City	Colchester
Zip Code	06415
Telephone	860.537.0717
E-mail	cpraisner@colchesterct.org

Q66. ESTIMATED FUNDING REQUESTED

School Readiness	151,200
Quality Enhancement	3,881

Total Funds

155,081

Q69.

SCHOOL READINESS GRANT SIGNATURE PAGE

Complete and upload the School Readiness Grant Signature Page.

[School Readiness Grant Signature Page](#)

The page must ALSO be submitted in hard-copy format with original signatures by the RFP deadline, May 17, 2017.

[Colchester SR Signature Page.doc](#)

32KB

application/msword

Q7.

SCHOOL READINESS COUNCIL

Identify all members of the community's School Readiness Council for the School Readiness Grant Program in FY 2018.

Council members shall be representative of the community and include the Chief Elected Official or designee, the Superintendent of Schools or designee, parents, the McKinney-Vento Liaison, representatives from local programs associated with young children such as Family Resource Centers, non-profit and for-profit preschool programs and Head Start, a public librarian, and other local community organizations that provide services to young children.

Q35. Complete and upload the School Readiness Membership Form.

[FY 18 School Readiness Council Membership Form](#)

[Colchester FY 18 School Readiness Council Membership \(1\).docx](#)

15.4KB

application/vnd.openxmlformats-officedocument.wordprocessingml.document

Q36. Describe how the School Readiness Council participated in the grant application process and what the ongoing role of the Council will be in carrying out the goals and objectives of the grant.

The School Readiness Council discussed priorities for our School Readiness funding throughout the year. Additionally, the Council revised and approved amendments to our Policies and Bylaws to be in alignment with updates to the General Policies in order to be in compliance with all grant requirements. At application time, the coordinator and two co-chairs scored the local applications submitted. The Council reviewed the completed rubrics of each program application and decided based upon consensus to re-approve the current programs as School Readiness sites. Additionally, the Council reviewed and approved the overall plan for space allocation and budgets for this application. Needs and priorities for Quality Enhancement funds were discussed with the Council before the application was released. Proposals for the Quality Enhancement grant were reviewed and providers selected based upon our earlier discussions. The Council gave final approval on all selections for Quality Enhancement spending before submission of this application. As we implement the grant, our Council participates in the development of goals and objectives, reviews progress towards the objectives as well as implements relevant activities. The members of the Council act as champions for the goals as well and communicate the importance of the objectives to others. The Council members also assist in the dissemination of information to programs and staff. This year we discussed ways to improve the School Readiness application, revised the rubric used to prioritize families for spaces, made amendments to existing policies, created new policies, hosted a Preschooler's Expo, and reviewed the use of our Transition to K card.

Q29.

OTHER COMMUNITY GRANTS

Please check those grants that are currently in your community.

Adult Education

Family Resource Center

Municipality:

July 1, 2017 to June 30, 2018

Line Items	NARRATIVE	ADMIN	SPACE ALLOCATION
100	PERSONAL SERVICES		
	School Readiness Liaison and/or Assistant	\$ 7,200.00	
	TOTALS	\$ 7,200.00	
200	PERSONNEL SERVICES / BENEFITS	ADMIN	SPACE ALLOCATION
	TOTALS	\$ -	
300	PURCHASED PROFESSIONAL AND TECHNICAL SERVICES	ADMIN	SPACE ALLOCATION
	TOTALS	\$ -	
500	OTHER PURCHASED SERVICES	ADMIN	SPACE ALLOCATION
	Tuition to CASTLE	\$ 54,000.00	9 School Day
	Tuition to Colchester Early Childhood Program	\$ 90,000.00	20 Part-Day
	TOTALS	\$ 144,000.00	\$ -
600	SUPPLIES	ADMIN	SPACE ALLOCATION
	TOTALS	\$ -	

QE BUDGET JUSTIFICATION PAGE

***All totals in budget justification page are linked to the
ED114 budget form and will auto-calculate***

Municipality:

July 1, 2017 to June 30, 2018

325	PARENT ACTIVITIES	ANNUAL
	TOTALS	\$ -
330	EMPLOYEE TRAINING AND DEVELOPMENT SERVICES	ANNUAL
	CLASS Recertification Fees 2 @ \$100	\$ 200.00
	TOTALS	\$ 200.00
340	OTHER PROFESSIONAL TECHNICAL SERVICES	ANNUAL
	TOTALS	\$ -
400	PURCHASED PROPERTY SERVICES	ANNUAL
	TOTALS	\$ -
500	OTHER PURCHASED SERVICES	ANNUAL
	4 ctpaf.org subscriptions @ \$100 per classroom	\$ 400.00
	4 ESGI subscriptions @ \$175 per classroom	\$ 700.00
	1 6 month Subscription to CLASS Video Library	\$ 150.00
	TOTALS	\$ 1,250.00
600	SUPPLIES	ANNUAL
	Supplies to support professional development	\$ 104.00
	TOTALS	\$ 104.00
700	PROPERTY	ANNUAL
	TOTALS	\$ -
	GRAND TOTAL	\$ 3,881.00



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

RECEIVED
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GAYLE FURMAN
TOWN CLERK

AMENDED (Date)
Board of Selectmen Minutes
Regular Meeting Minutes
Thursday, April 20, 2017

Colchester Town Hall, Immediately following Commission Chairmen Meeting @ 7pm

MEMBERS PRESENT: Selectman Rosemary Coyle, Selectman Stan Soby, Selectman Denise Mizla and Selectman John Jones

MEMBERS ABSENT: First Selectman Art Shilosky

OTHERS PRESENT: PW Director J Paggioli, Registrar D Mrowka, one citizens and Clerk T Dean

1. Call to Order

R Coyle called the meeting to order at 7:26 p.m.

2. Additions to the Agenda - none

3. Citizen's Comments – none

4. Presentation from CES Second Graders on the Giving Tree Project

Four students along with Principal O'Meara and Art Teacher Mrs. Goodie, explained their idea and ongoing project of the Giving Tree (attachment).

5. Consent Agenda

1. Open Space – Reappointment of Nick Norton for a three-year term to expire on 3/31/2020

J Jones moved to approve the consent agenda, seconded by S Soby. Unanimously approved. MOTION CARRIED

6. Approve Minutes of the April 6, 2017 Regular Board of Selectmen Meeting

S Soby moved to approve the Minutes of the Regular Board of Selectmen meeting of April 6, 2017, seconded by D Mizla. Unanimously approved with one abstention by J Jones. MOTION CARRIED.

7. Budget Transfer - none

8. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

a. Parks & Recreation Commission – Matt Pulse to be interviewed – not present

9. Discussion and Possible Action on Replacement of Police Department Firearms

Officer Edwards and Officer Green presented (attached). The Board asked questions and discussed items; trade value, issues with current firearms and how the new ones will address current issues, research provided, no cost impact to town, interchangeability and interoperability, and life cycle.

S Soby moved to authorize the Police Department to do the weapon swap as presented, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

10. Citizen's Comments – none

11. First Selectman's Report - none

12. Liaison Reports

J Jones reported on Conservation Commission – Apartment houses on Amston Road area, neighboring residents in area signed a petition not to proceed. Public Hearing will be on 5/12. Application for 36 Waterhole Road for setback tabled. Enforcement action on Red Schoolhouse road regarding incorrect drainage.

Historical Commission – ice cream place on Norwich Ave moving next door, tabled. School House in process, great job so far. S Soby thanked the Liverant family for their donation of the school house. Third graders touring the area in May.

S Soby reported on ZBA – hearing on enforcement action by ZEO was upheld with modification.

Planning & Zoning – pre-development presentation

D Mizla reported on Board of Education – concrete was poured at WJJMS. Nine teachers were awarded a fellowship.

R Coyle reported on Senior Center strategic planning – hope to have the strategic plan complete by July.

13. Adjourn

J Jones moved to adjourn at 8:10 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,

Tricia Dean, Clerk

Attachments: Giving Tree Project
Police Dept. Presentation



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
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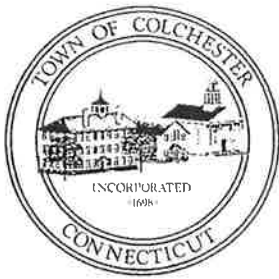
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Tricia Dean, Clerk

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Police Dept. Presentation



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Commission Chairmen Regular Meeting Minutes Thursday, April 20, 2017, 7PM Colchester Town Hall - Meeting Room 1

MEMBERS PRESENT: Selectman R Coyle, Selectman Denise Mizla, and Selectman John Jones

MEMBERS ABSENT: First Selectman Art Shilosky and Selectman Stan Soby

1. Call to Order

Selectman R Coyle called the meeting to order at 7:00 p.m.

2. Commission Updates – Commission Chairs

Chris Bourque reported on the **Agriculture Commission** – regulation for livestock in a suburban zone being drafted to put forth to Planning & Zoning. Farm building exemption being discussed. Working with schools on farm to school program. Competing for grant and working with Colchester Grange on a bookcase and book donations. Presenting books to CES to put in their school library in memory of John M. Working on Colchester tour for National Garden Tour group visiting.

Brad Bernier reported on the **Board of Finance** – putting together 17-18 budget. BOF asked for \$400,000 in cuts. On 3/2 Superintendent notified he would be retiring on 6/30. They will use a consultant to assist in the new superintendent search. There is a good video on BOE website that tells about programs in the middle school.

Merja Lehtinen reported on the **Cable Advisory** – kept down rates for cable. Comcast reports that all is going well. No new build outs planned. Encouraged people to use the Public Access studio. Comcast joined the statewide council.

Jean Walsh reported on the **Economic Development Commission** – refocusing efforts on what to accomplish. Reached out to the CBA to request a partnership and presented at their last meeting. Continue to look at website options. CBA donated booth space to EDC so they can showcase properties available. SECOGG will join them and present loans for small businesses and grant opportunities. Developing 'welcome to Colchester' signs. Halls Hill Grant project hopefully will have a bike path included. Looking at doing a survey to get feedback from residents on what their needs/wants are.

Joe Mathieu reported on the **Planning & Zoning Commission** – one vacancy on the commission. Quiet quarter, not many applications. Significant development being worked on. Small regulation changes need to be made.

Stephen Coyle reported on the **Sewer & Water Commission** – received certification from the state to begin the new well. Facilities treatment plant – automated grate equipment \$160,000. Prospect Hill pump station doing repairs on check valve. WUCC water supply plan, Colchester wants to be exclusive service provider in town. Meters remote project complete.

WRITTEN REPORTS RECEIVED FROM THE FOLLOWING (attached):

Jean Stawicki regarding **Commission on Aging**
Rob Suchecki regarding **Youth Services Advisory Board**

RECEIVED
COLCHESTER, CT
2017 APR 24 PM 1:33
Gayle Furman
TOWN CLERK

3. Adjourn

J Jones moved to adjourn the Commission Chair Meeting at 7:25 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Attachments (2)

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Tricia Dean', with a long horizontal flourish extending to the right.

Tricia Dean
Clerk

Commission on Aging Quarterly Report
Date: April 20, 2017
Submitted by Jean M. Stawicki, Chairman

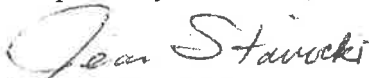
With the resignation of alternate, Linda Grzeika, in February of this year, the Commission now has both of its two alternate positions vacant. We request that when notices of vacancies are placed in the paper that the vacancy for the two alternate positions on the Commission on Aging be included.

Two of our last three meetings have been cancelled due to weather and/or lack of heat at the Senior Center so that work on the Senior Resource Guide has been slowed. We have finished editing the Second Edition of the Senior Resource Guide and we are now investigating hiring a printer. There will also be an on-line printable version of the Guide available on the Commission's town website.

The Commission on Aging is exploring additional ways in which it can positively affect the ways in which our senior population ages in Colchester. The Commission has begun a process of brainstorming to determine the next project or projects which the Commission will take on to further its statutory charge. If any other departments, boards or commissions in town have found a gap which it is thought that the Commission could help fill or should be aware of, the Commission would be glad to hear of it.

Some Commission members have been participating in the Commission on Aging Regional Round Table Meetings (which are held approx. every 6 months), with the last one being held in Hebron on March 29. This meeting disclosed that budget cuts to the Meals and Wheels Programs have just recently come to all of the other regional members located in Middlesex County who receive funding for their program through Connecticut Renewal Team (CRT). I gathered that the cuts seemed to be in the approximate amounts of about \$30,000 to each town. I have talked with Patty Watts, the director of Colchester's Senior Services, and with TVCCA, the provider of Colchester's Meals on Wheels Program, and no cuts to our program have been scheduled and our program is expected to remain as it is through June 30, 2017. However, TVCCA will not guarantee that things will not change thereafter as we head into a new budget year for the State and Federal programs. The Commission on Aging would be very concerned if funding were to be reduced or lost from this program.

Respectfully submitted,



Jean M. Stawicki
Chairman, Commission on Aging

Report from Youth Services

Summer Calendar is out! With our new online registration for our summer trips.

This has alleviated a lot of stress for parents that had a hard time coming in to sign up their children.

All of our youth based community service groups are up and running.

This month we had our In Plain Sight Community Conversation which involve the actual setting up of a mock teen bedroom. Questionable items were put out for parents to see as they went through the room. Some items are clothing, some areas to store drugs others were just innocent looking photos with questionable subject matter.

This event was well received and attended.. There was a student component as well.

Screening of the movie Resilience last night... about 75 in attendance.

Respectfully,

Rob Suchecki, Chairman

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:	Account Number	Account Name	Amount
	13205 - 40101	Regular Payroll	20,000
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

To:	13205 - 44208	Professional Services	20,000
	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested



Department Director or Supervisor - Signature

Print Name

Date Reviewed



Chief Financial Officer

Date Approved



First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

MEMORANDUM

To: Board of Selectman Members

From: Gayle Furman, Town Clerk

Subject: Notary Fee Revenue

Date: April 24, 2017


Attached is part of the presentation I gave to the Board of Finance on next year's budget. A citizen inquired to the Board of Finance about the possible revenue from notary fees. We are legally allowed to charge up to \$5.00 per signature.

Therefore, I present this to you for your discussion and consideration.

Possible Added Revenue 2017/2018

	Budgeted	Projected	
	2015/2016	2016/2017	
Notary Fee (Out of Town) \$5	0	84	Based on 1st 5 months Increase of \$420
Notary Fee (In Town) \$2	0	1,212	Based on 1st 5 months Increase of \$2,424
Total	0	1,296	Increase of \$2,844

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 4-28-2017
Re: Langan Engineering – Brownfields Engineering Services

As part of the next phase of the Norton Mill project, in accordance with the Brownfield Grant application and State of Connecticut RSR compliance (remediation required) of the site, a Phase III study, environmental engineering, and site monitoring is required to be conducted. This will be necessary in order to determine the final grade of the site and determine any Environmental Land Use Restrictions, along with the certifications necessary to ensure to the public that the final site is in compliance with State and EPA regulations prior to opening the site to the public. The cost for these services was included within the grant application/award of \$517,000 from the State of Connecticut DECD for the Brownfield Clean Up. I have included the Original Technical Memorandum along with the Proposal dated November 3, 2016 in order to ensure that the proposal and scope of work matched the grant applications financial numbers, which substantially they do. There is some variability in the final cost due to the final means of closure to be determined by the study and engineering, however the grant application magnitude of remedial cost estimate took the more costly method for application and award purposes.

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 November 3, 2016.

Proposed Motion: That the First Selectmen is authorized to sign the Proposal for Brownfields Engineering Services - Former Norton Mill, Langan Project No 140126802. from Langan Engineering.

Langan CT, Inc.

555 Long Wharf Drive New Haven, CT 06511 T: 203.562.5771 F: 203.789.6142

To: James Paggioli – Town of Colchester

From: Jamie Barr– Langan
Kathleen Blessing - Langan

Info: Adam Turner – Town of Colchester
John Wertam – Shipman & Goodwin

Date: 21 April 2016

Re: Order of Magnitude Cost Estimate
139 Westchester Road
Colchester, Connecticut
Langan Project No.: 140126801

INTRODUCTION

Langan CT, Inc. (Langan) is providing this updated Order of Magnitude Remedial Cost Estimate for the property located at 139 Westchester Road in Colchester, Connecticut (the "Subject Property"). It is our understanding that the Town of Colchester plans to apply for Brownfield Remediation Grant funding from the Connecticut Department of Economic and Community Development (DECD). Based on the findings of Langan's Phase II Environmental Site Investigation (ESI), dated 3 December 2015, our Remedial Action Summary and Order of Magnitude Cost Estimate dated 15 December 2015, and the Town's intention to remediate the Subject Property to meet Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSR) residential criteria, we have prepared this Order of Magnitude Cost Estimate. We have also prepared a draft a Remedial Action Plan (RAP) (provided under separate cover).

OUR ASSUMPTIONS

Langan made the following assumptions to prepare this Order of Magnitude Cost Estimate:

- This cost estimate addresses impacts identified in soils during previous investigations only.
- It is our understanding that abatement and demolition (including removal of the AST and boiler) will be handled separately by the town and therefore, costs associated with removal of these structures are not included herein.
- It is our understanding that backfill will be provided by the Town of Colchester (clean demolition debris, dredged material, and material from adjacent parcels) and placement of backfill will be conducted during redevelopment activities. Costs

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 2 of 12

associated with procurement and placement of backfill are included in the high-end estimate.

- If the Town cannot provide clean fill for backfill of remedial areas, the selected remedial contractor can procure, place, and compact clean fill. We have assumed a cost of approximately \$25 per ton; however, prices for fill are subject to final contractor bids.

REMEDIATION SUMMARY

The following outlines our general approach to remediation of impacts to meet residential criteria at the Subject Property, in accordance with CTDEEP RSRs. The tasks outlined below were developed from the Draft Remedial Action Work Plan prepared by Langan, and include delineation and remediation of known impacts at the Subject Property only. It is our understanding that the property will be used as a community park and therefore the remedial goals must meet residential criteria requirements.

Hot Spot Delineation Sampling

Langan will provide oversight for the installation of 44 soil borings to delineate exceedances of CTDEEP RSR criteria previously identified at the Subject Property. Langan will also provide oversight for the installation of 25 soil borings to delineate polychlorinated biphenyls (PCBs) identified at concentrations exceeding 50 mg/kg at SB-3, in accordance with the Code of Federal Regulations, Title 40, Chapter I, Subchapter R, Part 761, Subpart O, dated August 13, 2014. Soils containing PCBs at concentrations exceeding 50 mg/kg (SB-3) are deemed hazardous by the Toxic Substances Control Act (TSCA). A complete summary of exceedances and remedial actions is included in our RAP (provided under separate cover). Soil borings will be installed following completion of demolition activities. Langan assumes that all investigation areas will be accessible by a track-mounted Geoprobe drill rig. With the exception of the TSCA hazardous PCB area, one soil boring will be installed at the location of the exceedance to confirm the vertical depth of impacts (except for locations where exceedances were identified at the depth of bedrock); four borings will be installed offset from the original exceedance location by five-feet to delineate the horizontal extent of impacts; and four borings will be installed offset from the original exceedance location by ten-feet as a contingency in the event that first round of delineation samples exceed the remedial objectives. Contingency samples will be submitted to the laboratory on hold pending analysis of first round of delineation samples. Contingency samples will only be analyzed if the initial samples exceed CTDEEP RSR criteria.

Technical Memorandum

TSCA hazardous PCBs at SB-3 will be investigated in accordance with the Code of Federal Regulations by overlaying a five-foot grid across the remediation area and sampling each grid intersection beyond the assumed 10-foot square remediation area (8 samples). In addition, contingency borings will be installed at a five foot offset from the delineation borings (13 samples). Contingency samples will be submitted to the laboratory on hold pending analysis of first round of delineation samples. Contingency samples will only be analyzed if the initial samples exceed CTDEEP RSR criteria. All grid samples will be analyzed for PCBs. Select delineation samples (up to 4 will also be analyzed for Extractable Total Petroleum Hydrocarbons (ETPH), lead and thallium to delineate exceedances of those compounds in accordance with the CTDEEP RSRs. Soil samples below all CTDEEP RSR criteria will be considered "clean".

In addition, up to two soil samples will be collected from beneath the former AST and up to two samples will be collected beneath the former boiler during delineation activities to close the AST and boiler in accordance with CTDEEP RSRs. Soil borings will be installed to assess impacts as follows:

Location	Number of Borings	Proposed Analysis
SB-1	8 Horizontal Delineation Borings;	CTDEEP Tank Closure Parameters for Fuel Oil (Volatile Organic Compounds (VOCs), Polycyclic Aromatic Hydrocarbons (PAHs), ETPH)
SB-3	25 Horizontal Delineation Borings	PCBs, ETPH, Metals (Lead and Thallium)
SB-4	8 Horizontal Delineation Borings; 1 Deep Delineation Boring;	ETPH, Vanadium
SB-5	8 Horizontal Delineation Borings; 1 Deep Delineation Boring	PAH, PCBs, Metals (Antimony, Arsenic, Copper, Lead, Thallium)
SB-6	8 Horizontal Delineation Borings; 1 Deep Delineation Boring;	ETPH
SB-7	8 Horizontal Delineation Borings; 1 Deep Delineation Boring	PCBs, Lead
AST	2 Samples from beneath tank	Parameters for Fuel Oil (VOCs, PAHs, ETPH)
Boiler	2 Samples from beneath boiler	Parameters for Fuel Oil (VOCs, PAHs, ETPH)

All borings will be backfilled upon completion with investigation derived material. Costs based on completion of activities in 4-days.

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 4 of 12

Bedrock Groundwater Assessment

Based on the requirements of the Brownfield Grant Program and the CTDEEP RSRs, an assessment of site-wide groundwater must be completed. Overburden groundwater was only encountered in one location (SB-2/MW-2). PAHs, ETPH, and PCBs were identified in soil samples at concentrations exceeding pollutant mobility criteria (PMC) in the vicinity of this area, signifying a potential for contaminants to leach from soils into groundwater; therefore, a bedrock groundwater assessment should be completed to assess potential contamination in the bedrock aquifer at the Subject Property. Langan recommends installation of three bedrock groundwater monitoring wells to identify if known releases to soil have migrated to bedrock.

Bedrock wells will be installed by coring into competent bedrock and grouting steel casing into rock. Once grout has cured for a minimum of 24-hours, the driller will core rock to a depth of up to 40-feet below grade. Following installation, wells will be developed and completed with flush mounted locking curb boxes.

Langan will collect one groundwater sample from each of the three newly installed bedrock monitoring wells using low-flow techniques. Each sample will be analyzed for VOCs, PAH, PCBs, ETPH and metals. Quality Assurance/Quality Control (QA/QC) measures will include the collection and analysis of one duplicate sample, one matrix spike/matrix spike duplicate sample and one trip blank. Samples will be placed in a cooler and stored on ice prior to transportation to a Connecticut certified laboratory under chain-of-custody. All samples will be submitted on a standard 5 to 7 day turnaround time.

Following installation of bedrock monitoring wells, Langan will survey the location and elevation of newly installed wells to assess groundwater flow direction. This assessment will allow Langan to better estimate groundwater flow direction for the Subject Property.

Langan assumes that bedrock well installation activities can be completed in four days, and groundwater sampling can be completed in one day. Costs to complete this task include subcontractor costs, oversight costs, groundwater sampling costs, laboratory costs, and reimbursable expenses.

Although not anticipated, if bedrock impacts are identified, additional sampling, remediation and reporting including preparation of a Groundwater Monitoring Plan may be necessary.

Remedial Bid Solicitation and Coordination

Following completion of the delineation sampling and finalization and approval of the RAP, we will prepare a site specific Health and Safety Plan and technical specifications for the handling, transport, and disposal of impacted material, and excavation. Based on previous investigations,

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 5 of 12

dewatering is not anticipated. Additionally, we will prepare a bid package to solicit contractors and perform construction bid support by answering questions from the contractors related to the bid documents. We will review the contractor's bids and develop a final contractor selection recommendation.

PCB Remediation Performance Plan

Remediation of TSCA hazardous PCB soils requires preparation of a performance-based plan or preparation and USEPA approval of a self-implementing plan (SIP). Based on the small area of impacts, we recommend preparation of a performance based plan for remediation of TSCA PCB impacted soils. We will also prepare a site specific specification for PCB remediation to be implemented during remediation. Submission and USEPA approval of a performance based plan is not required; however, USEPA may request to review investigation and remediation documentation to confirm that all activities were completed in accordance with Code of Federal Regulations, Title 40, Chapter I, Subchapter R, Part 761, dated July 1, 2015.

Hot Spot Soil Remediation Activities

We propose that all hot spot areas identified during the remedial investigation be excavated for off-site disposal. All areas will be excavated to the clean end-points as defined in the delineation sampling task above. Costs may be reduced based on the results of shallow characterization sampling. Low-end costs provided in the table below do not include procurement and placement of backfill in the remedial excavation. If the Town cannot provide clean fill for backfill of remedial areas, the selected remedial contractor can procure, place, and compact clean fill for the high-end cost; however, prices for fill are subject to final contractor bids.

UST and Associated Petroleum Impacted Soil Removal – SB-1

We propose that the existing UST and associated impacted soils (SB-1) be removed prior to Subject Property redevelopment activities in accordance with CTDEEP and local tank closure regulations as described in the RAP. Clean delineation samples as described above will be used as end-point samples for closure of the UST, in accordance with CTDEEP UST Closure Guidance. An additional four soil samples will be collected during UST removal activities to characterize soils beneath the tank (2 bottom samples) and beneath any subsurface piping (one per 20-feet, assume 2 samples) in accordance with CTDEEP UST Closure Guidance. Langan assumes that up to 150-tons of petroleum impacted material will require offsite disposal in conjunction with UST removal. Costs are based on completion of activities in 3-days.

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 6 of 12

TSCA PCB-Impacted Soil Remediation – SB-3

Removal of soil from the TSCA hazardous PCB area will also address identified ETPH and metals impacts. We assume that up to 110-tons of TSCA hazardous PCB impacted material will require offsite disposal. Costs are based on completion of activities in 2-days.

Hot Spot Soil Remediation – SB-4

Soils impacted with ETPH and metals (see table above and RAP) are proposed for excavation and offsite disposal. We assume that up to 330-tons of impacted material will require offsite disposal. Costs are based on completion of activities in 2-days.

Hot Spot Soil Remediation – Concrete Block Pit (SB-5)

Soils impacted with PAHs, PCBs, ETPH, and metals (see table above and the RAP) are proposed for excavation and off-site disposal. We assume that up to 40-tons of impacted material will require offsite disposal. Langan assumes that bedrock is located 6-feet below the bottom of the pit; however, costs may be reduced if bedrock is identified less than 6-feet below the bottom of the pit at this location. Costs are based on completion of activities in 2-days.

Hot Spot Soil Remediation – SB-6

Soils impacted with ETPH (see table above and RAP) are proposed for excavation are proposed for excavation and off-site disposal. We have assumed up to 225-tons of impacted material will require offsite disposal. Costs are based on completion of activities in 2-days.

Hot Spot Soil Remediation – South Pit (SB-7)

Soils impacted with PCBs and metals (see table above and RAP) are proposed for excavation and off-site disposal. We assume that up to 40-tons of impacted material will require offsite disposal. Langan assumes that bedrock is located 6-feet below the bottom of the pit; however, costs may be reduced if bedrock is identified less than 6-feet below the bottom of the pit at this location. Costs are based on completion of activities in 2-days.

Soil Characterization for Reuse and Waste Classification Sampling

During the hot spot remediation described above, shallow soils should be stockpiled separately from impacted material based on visual observations and photoionization detector (PID) readings, for locations where impacts were identified more than five-feet below grade (SB-1, SB-4 and SB-6). Up to two samples will be collected from the stockpile for the purpose of characterizing the overburden material for reuse. If overburden material is below CTDEEP residential direct exposure criteria (RDEC) and pollutant mobility criteria (PMC), it may be

Technical Memorandum

reused during backfilling of remedial excavations resulting in disposal costs savings. We recommend that on-site material proposed for reuse be sampled at a rate of 1 sample per 500 cubic yards for each source. Laboratory analysis of soil samples will include the following:

Sample Type	Sampling Frequency	Compounds
Grab	1/500	Total Volatile Organic Compounds (VOCs)
Grab	1/500	Total Semi-Volatile Organic Compounds (SVOCs)
Grab	1/500	Total Extractable Petroleum Hydrocarbons (ETPH)
Grab	1/500	Polychlorinated Biphenyls (PCBs)
Grab	1/500	Connecticut Listed Metals
Grab	1/500	Pesticides
Grab	As needed ⁽¹⁾	Full Synthetic Process Leaching Procedure (SPLP)

Notes:

- (1) SPLP samples will only be analyzed if exceedances of the pollutant mobility criteria are identified. SPLP analysis will cost up to an additional \$450 per sample.
- (2) As noted above, samples will be collected at a rate of 1/500; however, if consistent conditions or results are identified the analytical frequency may be decreased.

We also propose collection of two waste characterization sample sets from the impacted soil stockpiles following excavation (one from the TSCA PCB area and one composite from all other hot spot areas). For the purposes of this cost estimate, we have assumed up to 560-cubic yards will be disposed of offsite. The disposal volume was estimated based on historical sampling data and may change following the completion of delineation sampling

A sample set will consist of one grab (VOCs) and one four-point composite sample collected from representative locations. Waste disposal facilities typically require one sample per each 500 cubic yards of material (disposal unit) that will be excavated for offsite disposal.

Although the Site is located in Connecticut, the laboratory analysis parameter list used for this proposal was based on disposal at a Massachusetts waste disposal facility. As such, laboratory analysis of soil samples will include the following:

Sample Type	# of Samples	Compounds
Grab	2	Total Volatile Organic Compounds (VOCs)
Composite	2	Total Semi-Volatile Organic Compounds (SVOCs)
Composite	2	Total Petroleum Hydrocarbons (TPH)
Composite	2	Polychlorinated Biphenyls (PCBs)
Composite	2	Total Metals (arsenic, cadmium, chromium, lead, and mercury)
Composite	2	Conductivity
Composite	2	Full Toxicity Characteristic Leaching Procedure (TCLP)

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 8 of 12

A summary of sample methodologies, analytical methods, field observations, and tables summarizing analytical results, a sample location figure, and the laboratory reports will be included in the Remedial Action Report (RAR) as described below. Costs may vary based on the disposal facility chosen by the remedial contractor.

Site Wide Cap (if necessary)

The above remediation scope addresses previously identified impacts at the Subject Property; however, if additional exceedances of CTDEEP RSR criteria are identified in soil during delineation and/or post excavation sampling activities, they may be addressed through the installation of either a four-foot soil cap (Option 1) or an impervious geosynthetic membrane (Option 2) across the Subject Property. Based on the location and concentrations of exceedances, we believe that impacted soils may be found throughout the former building footprint and the cap should cover the entire footprint (approximately 34,000-sf).

A soil cap will consist of four-feet of clean fill across all areas where soil exceeds RDEC. We also recommend placement of a demarcation layer prior to installation of the soil cap, consisting of orange snow fence across the cap area to define the extents of the soil cap. This demarcation layer will serve to identify the vertical limit of the soil cap in the event that excavation within the cap area is necessary in the future. A soil cap will only be acceptable if constituents of concern are below the direct exposure criteria (DEC). Please note that additional exceedances of the PMC will need to be addressed through excavation and offsite disposal or installation of an impervious geosynthetic cap.

A geosynthetic cap will consist of the following three layers:

- Bottom - 30 mil Mirafi Geofabric (or engineer-approved equal) to protect the geosynthetic membrane from underlying material;
- Middle – 40 mil light low-density polyethelyene geomembrane (or engineer-approved equal) which serves as an impervious membrane; and,
- Top – 300 mil drainage composite (or engineer-approved equal) to allow for stormwater flow above the cap and to prevent erosion.

The geosynthetic membrane should be covered with a minimum of 18-inches of clean fill to protect the liner.

Installation of a cap at the Subject Property will require submission of an Engineered Control Application to CTDEEP and filing an Environmental Land Use Restriction (ELUR) for the Subject Property, and costs are provided under Option 1 and 2 below. PCBs in soil may be capped if concentrations are less than 10 ppm and an ELUR is filed for the property in accordance with

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 9 of 12

CTDEEP RSRs and US EPA regulations. It is our understanding that the Town of Colchester may be able to provide and place fill for the four-foot soil cap or geosynthetic cover over impacts within the former building footprint and that native material from the Subject Property may be used for all or a portion of this cap. Any soil reused onsite should, in accordance with best practices, be sampled at a rate of 1 sample per 500-cubic yards (10 samples total) to confirm if the material can be considered "clean fill" in accordance with Connecticut solid waste regulations RSRs and as described above. We anticipate that approximately 5,000-cubic yards of clean fill will be necessary to meet the capping requirements for a 4-foot soil cap system.

If the Town of Colchester is unable to provide some or all of the clean cap soil for the cap, imported clean fill may be used. In our experience, costs for clean imported fill are approximately **\$25** per ton; however, prices for fill are subject to final contractor bids. Based on the proposed remediation, we do not anticipate installation of an engineered control for the Subject Property (soil or geosynthetic cap); however, if additional impacts are identified one of the capping options may be the most cost effective way to meet CTEEEP RSR criteria. Cost ranges for a soil cap (Option 1) and geosynthetic membrane cap (Option 2) are provided separately below.

Environmental Land Use Restriction Preparation (if necessary)

Installation of any engineered control (cap) requires filing an ELUR for the property. If a site-wide soil cap is deemed necessary, the remedial engineer will prepare necessary documents including application, subordination requests and survey, for filing the ELUR. Attorney fees for filing the ELUR are also included. At this time, we do not anticipate installation of an engineered control for the Subject Property; therefore, costs are provided under Options 1 and 2 below.

Soil Management Plan and Oversight during Site Redevelopment

Given the confirmed presence of contaminated and polluted soil at the Subject Property, and the proposed redevelopment plans for a public park, we recommend implementation of proper health and safety procedures during excavation, handling, and offsite disposal (petroleum, hot spot and TSCA PCB impacted areas) of impacted material.

Langan also recommends implementation of proper soil handling and management procedures. This cost includes preparation of a site specific Material Management Plan (MMP) prior to redevelopment, and construction oversight by an environmental engineer during all activities which may disturb impacted soils. Given the proposed redevelopment is anticipated to result in a net import on the property, offsite disposal of miscellaneous soil and debris piles observed at the Site is not anticipated. For the purposes of this estimate, we assume that the

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 10 of 12

miscellaneous soil and construction debris including brick and concrete would be deemed suitable for backfill beneath the cap. Costs are based on preparation of an MMP and 15-days of oversight. Additional oversight time may be necessary based on redevelopment and contractor schedule.

Reporting - Verification Report and UST Closure Report

Upon completion of the implementation of the remedy, a Verification Report will be prepared documenting the hot spot removal activities completed and any other remedial activities deemed necessary. Langan will also prepare and submit a UST closure application to the CTDEEP.

ORDER OF MAGNITUDE ESTIMATED COSTS

Order of magnitude estimated costs are provided below for implementation of the recommended actions discussed above.

Order of Magnitude Estimated Costs			
Remediation Activity⁽¹⁾	Langan Fee	Subcontractor Cost⁽²⁾	Laboratory
Hot Spot Delineation Sampling	\$7,200	\$14,000	\$10,300
Bedrock Groundwater Assessment	\$6,000	\$19,000	\$1,700
Remedial Bid Solicitation and Coordination ⁽³⁾	\$16,000	--	--
PCB Remediation Performance Plan	\$5,000	--	--
UST and Associated Petroleum Impacted Soil Removal – SB-1 ⁽⁴⁾	\$5,000	\$50,000 to \$54,000	\$1,300
TSCA PCB-Impacted Soil Remediation – SB-3 ⁽⁶⁾	\$3,000	\$60,000 to \$63,000	--
Hot Spot Soil Remediation – SB-4 ⁽⁶⁾	\$2,400	\$42,000 to \$51,000	--
Hot Spot Soil Remediation – Concrete Block Pit (SB-5) ⁽⁶⁾	\$2,400	\$33,000 to \$34,000	--
Hot Spot Soil Remediation – SB-6 ⁽⁶⁾	\$2,400	\$35,000 to \$41,000	--
Hot Spot Soil Remediation – South Pit (SB-7) ⁽⁶⁾	\$2,400	\$33,000 to \$34,000	--
Soil Characterization for Reuse and Waste Classification Sampling	--	--	\$4,300
Soil Management During Site Redevelopment ^{(7) (8)}	\$30,000	--	\$6,500
Reporting	\$15,000	--	--
<i>Subtotal</i>	\$96,800	\$286,000 to \$310,000	\$24,100
Total	\$406,900 to \$430,900		

Technical Memorandum

Order of Magnitude Cost Estimate
Langan Project No.: 140126801
21 April 2016 - Page 11 of 12

Notes:

- 1) Costs include Langan time, reimbursable expenses, contractor costs, and laboratory costs. Langan assumes that all demolition will be completed prior to investigation and remediation, and that all proposed investigation and remediation areas are accessible. Final costs will be based on contractor bids and schedule.
- 2) Subcontractor costs provided above are for budgetary purposes only and may change based on the results of a bid walk and final contractor pricing.
- 3) Costs include preparation of a site specific Health and Safety Plan and remedial specifications in addition to solicitation and leveling of contractor bids.
- 4) The remedial estimate is based on the findings of the investigation soil sampling. Excavation volumes may change based on actual conditions and the delineation sampling results. We assume removal of the tank and disposal of up to 5,000-galons of residual petroleum at a cost of \$0.85 per gallon, excavation and disposal of approximately 150-tons of impacted material. Disposal cost assumes soil density of 1.5 tons per cubic yard and an estimated unit rate of \$58 per ton for transportation and disposal.
- 5) The remedial estimate for TSCA PCB disposal is based on the findings of the investigation and delineation soil sampling and excavation volumes may change based on actual conditions. Langan assumes the excavation and disposal of approximately 110-tons of impacted material. Disposal cost assumes soil density of 1.5 tons per cubic yard and an estimated unit rate of \$265 per ton for transportation and disposal.
- 6) The remedial estimate is based on the findings of the investigation soil sampling. Excavation volumes may change based on actual conditions and the results of the delineation soil sampling. Langan assumes excavation and disposal of approximately 630-tons of impacted material at SB-4, SB-5, SB-6 and SB-7. Disposal cost assumes soil density of 1.5 tons per cubic yard and an estimated unit rate of \$58 per ton for transportation and disposal.
- 7) Costs include collection and analysis of up to 10 soil samples to characterize clean fill reused onsite. Costs do not include material cost of clean structural fill, costs associated with placement, grading and compaction of fill at the Subject Property and costs associated with filing a deed restriction for the property. These costs are provided below under Option 1 and 2.
- 8) Cost includes three weeks of full time engineer oversight during redevelopment in addition to coordination and management costs. Should additional oversight be required, additional costs of \$1,000 per day plus coordination and management will be incurred. Costs also include the preparation of bid documents, specifically drawings showing the proposed remediation areas and environmental specifications.
- 9) The scope of work and associated costs assume dewatering will not be required.

POTENTIAL ADDITIONAL ORDER OF MAGNITUDE ESTIMATED COSTS

If additional impacts are identified during the investigation and remediation activities proposed above, additional remediation in the form of capping may be necessary to bring the Subject Property into compliance with the CTDEEP RSRs. An ELUR will be necessary for the property for either option. The following two tables summarize additional costs associated with potential remedial options:

Technical Memorandum

Order of Magnitude Cost Estimate
 Langan Project No.: 140126801
 21 April 2016 - Page 12 of 12

Order of Magnitude Estimated Costs – Option 1 Four-Foot Soil Cap			
Remediation Activity	Langan Fee	Subcontractor Cost	Laboratory
Site Wide Soil Cap ^{(1) (2)}	--	\$190,000 to 210,000	--
ELUR Preparation ⁽³⁾	--	\$30,000	--
Total		\$220,000 to \$240,000	

Notes:

- 1) Costs include contractor costs only. Langan assumes that all proposed remediation areas are accessible. Final costs will be based on contractor bids and schedule.
- 2) Cost includes procurement and placement of up to 7,600 tons of clean fill. Costs may be reduced if the Town of Colchester is able to provide some or all of the clean fill.
- 3) ELUR costs include preparation of required application documents and attorney fees.

Order of Magnitude Estimated Costs – Option 2 Geosynthetic Membrane Cap			
Remediation Activity	Langan Fee	Subcontractor Cost	Laboratory
Site Wide Soil Cap ^{(1) (2)}	--	\$180,000 to 190,000	--
ELUR Preparation ⁽³⁾	--	\$30,000	--
Total		\$210,000 to \$220,000	

Notes:

- 1) Costs include contractor costs only. Langan assumes that all proposed remediation areas are accessible. Final costs will be based on contractor bids and schedule.
- 2) Cost includes procurement and placement of up to 34,000 square-feet of geosynthetic membrane cap and 2,800 tons of clean fill. Costs may be reduced if the Town of Colchester is able to provide some or all of the clean fill.
- 3) ELUR costs include preparation of required application documents and attorney fees.

CLOSURE

Please do not hesitate to contact us should you have any questions regarding the above information.

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3 November 2016

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

**Re: Proposal for Brownfields Engineering Services – Former Norton Paper Mill
139 Westchester Road, Colchester, Connecticut 06415
Langan Project No. 140126802**

Dear Mr. Paggioli:

Langan, CT (Langan) is providing this proposal for brownfields engineering services at the former Norton Paper Mill at 139 Westchester Road in Colchester, Connecticut. This proposal outlines our scope of work and fees as initially presented in our Order of Magnitude Cost Estimate dated 21 April 2016. The costs presented below do not include those of the abatement or remediation contractor as selected by the Town of Colchester.

INTRODUCTION

Langan CT, Inc. (Langan) provided an Order of Magnitude Remedial Cost Estimate for the property located at 139 Westchester Road in Colchester, Connecticut (the "Subject Property") on 21 April 2016. The Town of Colchester received a Brownfield Remediation Grant funding from the Connecticut Department of Economic and Community Development (DECD) on 30 June 2016. A requirement of this grant program is the oversight of remedial activities by a State of Connecticut Licensed Environmental Professional (L.E.P.).

Based on the findings of Langan's Phase II Environmental Site Investigation (ESI), dated 3 December 2015, our draft Remedial Action Plan dated 25 April 2016, the Order of Magnitude Cost Estimate dated 21 April 2016, and the Town's intention to remediate the Subject Property to meet Connecticut Department of Energy and Environmental Protection (CTDEEP) Remediation Standard Regulations (RSRs) residential criteria for redevelopment as a recreational park, we have prepared this proposal for brownfields engineering services.

ASSUMPTIONS

Langan made the following assumptions to prepare this proposal for brownfields engineering services:

- This proposal addresses impacts identified in soils during previous investigations only.
- It is our understanding that abatement and demolition (including removal of the AST and boiler) will be handled separately by the town-selected remedial contractor and therefore, contracting costs associated with removal of these structures are not included herein.

- It is our understanding that backfill will be provided by the Town of Colchester (clean demolition debris, dredged material, and material from adjacent parcels) and the placement of backfill will be conducted during redevelopment activities. No costs associated with the procurement and placement of backfill is included in this proposal.
- Delineation tasks in environmental media are typically an iterative task; that is, collected data may indicate the need to collect additional data to complete the delineation tasks in both soil and groundwater. As a particular outcome cannot be guaranteed during a sampling round, additional sampling rounds are often needed to complete site characterization. This program has been designed to minimize sample collection iterations.

REMEDIATION SUMMARY

The general approach to remediation of this Site is to meet the residential criteria at the Subject Property in accordance with CTDEEP RSRs. The tasks outlined below were developed from the Draft Remedial Action Work Plan prepared by Langan, and include delineation and remediation of known impacts at the Subject Property only. It is our understanding that the property will be used as a community park and therefore the remedial goals must meet residential criteria requirements. The remedial approach is comprised of the following elements:

- “Hot Spot” soil release delineation through field screening of soil samples collected during the advancement of approximately 75 additional soil borings (as summarized in the following table) and remediation by excavation of seven identified “hot spots” of impact and one potential release during demolition on 4 October 2016 at the elevator pit (initial response for characterization and proposed post-excavation endpoints), with both subtasks supported by laboratory analyses performed by a state-certified environmental laboratory
- Bedrock groundwater assessment task consisting of three subtasks including the installation of three bedrock groundwater monitoring wells that will be surveyed for location and elevation and sampled by low-flow techniques for the following parameters: ETPH, VOCs, PAHs, PCBs and Metals.
- Remediation Preparation, Coordination, Observation and Documentation task includes the preparation of a site-specific Health and Safety Plan (HASP), specifications for handling impacted material such as a Material Management Plan (MMP), waste characterization and profiling, remedial contractor coordination and observation, the collection and analysis of endpoint samples following excavation, and the generation of a Remedial Activity Report to document site remedial activities, including UST closure. Langan will also prepare and submit a UST closure notification to the CTDEEP. The application for the voluntary remediation program (VRP) and the associated Environmental Condition Assessment Form (ECAAF) will be completed by Langan and submitted to CTDEEP for entry into an approved cleanup program.

- PCB Remediation Performance Plan task for PCB-impacted soils as required for the preparation of a performance-based plan or preparation and USEPA approval of a self-implementing plan (SIP). Based on the small area of impacts, we recommend preparation of a performance based plan for remediation of TSCA PCB impacted soils. We will also prepare a site specification for PCB remediation to be implemented during remediation. Submission and USEPA approval of a performance based plan is not required; however, USEPA may request to review investigation and remediation documentation to confirm that all activities were completed in accordance with Code of Federal Regulations, Title 40, Chapter I, Subchapter R, Part 761, dated July 1, 2015.
- UST and associated petroleum-impacted soil removal task includes observation of the removal of the existing UST and associated impacted soils (SB-1) be removed prior to Subject Property redevelopment activities in accordance with CTDEEP and local tank closure regulations as described in the RAP. Langan assumes that approximately 150 tons of petroleum impacted material will require offsite disposal in conjunction with UST removal.
- Soil Characterization for Reuse and Waste Classification Sampling task addresses material handling requirements related to "hot spot" remediation, where shallow soils should be stockpiled separately from impacted material based on visual observations and photoionization detector (PID) readings, for locations where impacts were identified more than five-feet below grade (SB-1, SB-4 and SB-6). Costs may vary based on the disposal facility chosen by the remedial contractor.
- Site Wide Cap (if necessary) task will be needed if additional exceedances of CTDEEP RSR criteria are identified in soil during delineation and/or post excavation sampling activities, they may be addressed through the installation of either a four-foot soil cap (Option 1: Direct Exposure Cap) or an impervious geosynthetic membrane (Option 2: Pollutant Mobility Cap) across the Subject Property. Based on the location and concentrations of exceedances, we believe that impacted soils may be found throughout the former building footprint and the cap should cover the entire footprint (approximately 34,000-sf).
- Environmental Land Use Restriction (ELUR) Document Preparation task addresses the need for an ELUR in concert with a cap. If a site-wide soil cap is deemed necessary, the remedial engineer will prepare necessary documents including application, subordination requests and survey, for filing the ELUR. At this time, we do not anticipate installation of an engineered control for the Subject Property; therefore, costs are provided under Options 1 and 2 below.
- Not included in this proposal are the costs to complete 1) the groundwater compliance monitoring program for the Site that gauges the effectiveness of soil remediation (the magnitude of this program will be determined after site remediation), 2) the L.E.P. Parcel

Verification Report which documents that the Site has been investigated and remediated to industry standards and 3) civil engineering related to land redevelopment.

SCOPE OF SERVICES

Task 1: Hot Spot Delineation Sampling (9 AOCs)

Overview

Langan will provide oversight for the installation of 50 soil borings to delineate exceedances of CTDEEP RSR criteria previously identified at the Subject Property. Langan will also provide oversight for the installation of 25 soil borings to delineate polychlorinated biphenyls (PCBs) identified at concentrations exceeding 50 mg/kg at SB-3, in accordance with the Code of Federal Regulations, Title 40, Chapter I, Subchapter R, Part 761, Subpart O, dated August 13, 2014. Soils containing PCBs at concentrations exceeding 50 mg/kg (SB-3) are deemed hazardous by the Toxic Substances Control Act (TSCA). A complete summary of exceedances and proposed remedial actions is included in our RAP (provided under separate cover). Soil borings will be installed following completion of demolition activities to facilitate access. Langan assumes that all investigation areas will be accessible by a track-mounted Geoprobe drill rig.

With the exception of the TSCA hazardous PCB area, one soil boring will be installed at the location of the exceedance to confirm the vertical depth of impacts (except for locations where exceedances were identified at the depth of bedrock); four borings will be installed offset from the original exceedance location by five-feet to delineate the horizontal extent of impacts (e.g., step outs); and four borings will be installed offset from the original exceedance location by ten-feet as a contingency in the event that first round of delineation samples exceed the remedial objectives. Contingency samples will be submitted to the laboratory on hold pending analysis of first round of delineation samples. Contingency samples will only be analyzed if the initial samples exceed CTDEEP RSR criteria. This is one method of preventing extensive iterations of data collection.

Task 1A: UST & AST Hot Spot Delineation

Up to two soil samples will be collected from beneath the former AST during delineation activities to close the AST area in accordance with CTDEEP RSRs. For the UST area, eight step-out borings will be completed for delineation. Soil samples will be analyzed by the COCs listed in the table below.

Task 1B: PCBs Hot Spot Delineation

TSCA hazardous PCBs at SB-3 will be investigated in accordance with the Code of Federal Regulations by overlaying a five-foot grid across the remediation area and sampling each grid intersection beyond the assumed 10-foot square remediation area (8 samples). In addition,

contingency borings will be installed at a five foot offset from the delineation borings (13 samples). Contingency samples will be submitted to the laboratory on hold pending analysis of first round of delineation samples. Contingency samples will only be analyzed if the initial samples exceed CTDEEP RSR criteria. All grid samples will be analyzed for PCBs. Select delineation samples (up to 4 will also be analyzed for Extractable Total Petroleum Hydrocarbons (ETPH), lead and thallium to delineate exceedances of those compounds in accordance with the CTDEEP RSRs. Soil samples below all CTDEEP RSR criteria will be considered "clean" and available for reuse at the Site.

Task 1C: Miscellaneous Hot Spot Delineations

Up to two soil samples will be collected beneath the former boiler during delineation activities to close the AST and boiler in accordance with CTDEEP RSRs. Delineation for impacts at hot spots near soil borings SB-4, SB-6 and the elevator pit will be completed as summarized in the table below.

Soil borings will be installed to assess impacts as follows:

Delineation Analytical Summary		
Location	Number of Borings	Proposed Analysis
<i>SB-1</i>	<i>8 Horizontal Delineation Borings;</i>	<i>CTDEEP Tank Closure Parameters for Fuel Oil (Volatile Organic Compounds (VOCs), Polycyclic Aromatic Hydrocarbons (PAHs), ETPH)</i>
<i>AST</i>	<i>2 Samples from beneath tank</i>	<i>Parameters for Fuel Oil (VOCs, PAHs, ETPH)</i>
<i>SB-3</i>	<i>25 Horizontal Delineation Borings</i>	<i>PCBs, ETPH, Metals (Lead and Thallium)</i>
<u>SB-5</u>	<u>8 Horizontal Delineation Borings; 1 Deep Delineation Boring</u>	<u>PAH, PCBs, Metals (Antimony, Arsenic, Copper, Lead, Thallium)</u>
<u>SB-7</u>	<u>8 Horizontal Delineation Borings; 1 Deep Delineation Boring</u>	<u>PCBs, Lead</u>
SB-4	8 Horizontal Delineation Borings; 1 Deep Delineation Boring;	ETPH, Vanadium
SB-6	8 Horizontal Delineation Borings; 1 Deep Delineation Boring;	ETPH
Boiler	2 Samples from beneath boiler	Parameters for Fuel Oil (VOCs, PAHs, ETPH)
Elevator Pit	6 soil samples to confirm no impact from hydraulic oil release on 4 October 2016	Parameters for Unknown Oil (ETPH, VOCs, SVOCs, PCBs and Metals)

Note: *Italicized* rows pertain to UST/AST hot spots (Task 1A), underlined rows pertain to PCBs hot spots (Task 1B), and unformatted text pertain to miscellaneous hot spots (Task 1C).

All borings will be backfilled upon completion with investigation derived material. Costs are based on completion of activities in 5 days.

Task 2: Bedrock Groundwater Assessment

Based on the requirements of the Brownfield Grant Program and the CTDEEP RSRs, an

assessment of site-wide groundwater must be completed, especially as no public water supply is available to the site vicinity. Overburden groundwater was only encountered in one location (SB-2/MW-2). PAHs, ETPH, and PCBs were identified in soil samples at concentrations exceeding pollutant mobility criteria (PMC) in the vicinity of this area, signifying a potential for contaminants to leach from soils into groundwater; therefore, a bedrock groundwater assessment should be completed to assess potential contamination in the bedrock aquifer at the Subject Property. Langan recommends installation of three bedrock groundwater monitoring wells to identify if known releases to soil have migrated to bedrock.

Bedrock wells will be installed by coring into competent bedrock and grouting steel casing into rock. Once grout has cured for a minimum of 24-hours, the driller will core rock to a depth of up to 40-feet below grade. Following installation, wells will be developed and completed with flush mounted locking curb boxes. These wells need to be preserved throughout site redevelopment as the groundwater compliance monitoring program will take at least one year to complete.

Langan will collect one groundwater sample from each of the three newly installed bedrock monitoring wells using low-flow techniques. Each sample will be analyzed for VOCs, PAH, PCBs, ETPH and metals. Quality Assurance/Quality Control (QA/QC) measures will include the collection and analysis of one duplicate sample, one matrix spike/matrix spike duplicate sample and one trip blank. Samples will be placed in a cooler and stored on ice prior to transportation to a Connecticut certified laboratory under chain-of-custody. All samples will be submitted on a standard 5 to 7 day turnaround time.

Following installation of bedrock monitoring wells, Langan will survey the location and elevation of newly installed wells to assess groundwater flow direction. This assessment will allow Langan to better estimate groundwater flow direction for the Subject Property.

Langan assumes that bedrock well installation activities can be completed in four days, and groundwater sampling can be completed in one day. Costs to complete this task include subcontractor costs, oversight costs, groundwater sampling costs, laboratory costs, and reimbursable expenses.

Although not anticipated, if bedrock impacts are identified, additional sampling, remediation and reporting including preparation of a Groundwater Monitoring Plan may be necessary.

Task 3: Remedial Action Plan and Remedial Activities Preparation

Langan will prepare a L.E.P. – approved Remedial Action Plan that details the remedy for the Site intended to accompany a CTDEEP Remedial Action Plan Transmittal Form as well as facilitate its completion. Langan will prepare a site specific Health and Safety Plan and technical specifications for the handling, transport, and disposal of impacted material, and

excavation. Based on previous investigations, dewatering is not anticipated. This task will be completed after the delineation sampling and approval of the RAP by the L.E.P...

Task 4: PCB Remediation Performance Plan

Remediation of TSCA hazardous PCB soils requires preparation of a performance-based plan or preparation and USEPA approval of a self-implementing plan (SIP). Based on the small area of impacts, we recommend preparation of a performance based plan for remediation of TSCA PCB impacted soils. We will also prepare a site specific specification for PCB remediation to be implemented during remediation. Submission and USEPA approval of a performance based plan is not required; however, USEPA may request to review investigation and remediation documentation to confirm that all activities were completed in accordance with Code of Federal Regulations, Title 40, Chapter I, Subchapter R, Part 761, dated July 1, 2015.

Task 5: Hot Spot Soil Remediation Activities (8 AOCs)

We propose that all hot spot areas identified during the remedial investigation be excavated for off-site disposal. All areas will be excavated to the clean endpoints as defined in the delineation sampling task described above. Costs may be reduced based on the results of shallow soil characterization sampling.

Task 5A: UST and Associated Petroleum Impacted Soil Removal – SB-1

The existing UST and associated impacted soils (at boring location SB-1) will be removed prior to Subject Property redevelopment activities in accordance with CTDEEP and local tank closure regulations as described in the RAP. Clean delineation samples as described above will be used as endpoint samples for closure of the UST, in accordance with CTDEEP UST Closure Guidance. An additional four soil samples will be collected during UST removal activities to characterize soils beneath the tank (2 bottom samples) and beneath any subsurface piping (one per 20-feet, assume 2 samples) in accordance with CTDEEP UST Closure Guidance. Langan assumes that approximately 150 tons of petroleum impacted material will require offsite disposal in conjunction with UST removal. Costs are based on completion of activities in 2 days; however, actual time to complete this will be based on the Town of Colchester's remediation contractor schedule.

Task 5B: TSCA PCB-Impacted Soil Remediation – SB-3

Removal of soil from the TSCA hazardous PCB area will also address identified ETPH and metals impacts. We assume that approximately 110 tons of TSCA hazardous PCB impacted material will require offsite disposal. Costs are based on completion of activities in 2 days; however, actual time to complete this will be based on the Town of Colchester's remediation contractor schedule.

Task 5C: Hot Spot Soil Remediation – SB-4

Soils impacted with ETPH and metals (see table above and RAP) are proposed for excavation and offsite disposal. We assume that approximately 330 tons of impacted material will require offsite disposal. Costs are based on completion of activities in 2 days; however, actual time to complete this will be based on the Town of Colchester's remediation contractor schedule.

Task 5D: Hot Spot Soil Remediation – Concrete Block Pit (SB-5)

Soils impacted with PAHs, PCBs, ETPH, and metals (see table above and the RAP) are proposed for excavation and off-site disposal. We assume that approximately 40 tons of impacted material will require offsite disposal. Langan assumes that bedrock is located 6-feet below the bottom of the pit; however, costs may be reduced if bedrock is identified less than 6 feet below the bottom of the pit at this location. Costs are based on completion of activities in 2days; however, actual time to complete this will be based on the Town of Colchester's remediation contractor schedule.

Task 5E: Hot Spot Soil Remediation – SB-6

Soils impacted with ETPH (see table above and RAP) are proposed for excavation and off-site disposal. We have assumed approximately 225 tons of impacted material will require offsite disposal. Costs are based on completion of activities in 2days; however, actual time to complete this will be based on the Town of Colchester's remediation contractor schedule.

Task 5F: Hot Spot Soil Remediation – South Pit (SB-7)

Soils impacted with PCBs and metals (see table above and RAP) are proposed for excavation and off-site disposal. We assume that approximately 40 tons of impacted material will require offsite disposal. Langan assumes that bedrock is located 6 feet below the bottom of the pit; however, costs may be reduced if bedrock is identified less than 6 feet below the bottom of the pit at this location. Costs are based on completion of activities in 2 days; however, actual time to complete this will be based on the Town of Colchester's remediation contractor schedule.

Task 5G: Elevator Pit Release

On October 4, 2016, as the demolition contractor was working near the elevator pit, a release of non-PCB-containing hydraulic fluid was identified. The release volume was small, a few gallons, and the hydraulic fluid appeared to be contained within the concrete elevator pit. Initial response actions by Langan included sample collection and analysis for characterization. To confirm that no impacts migrated beyond the elevator pit, 4 borings will be advanced for soil

sample collection in the area of the elevator pit and analyzed for the constituents listed in the table above.

Task 6: Soil Characterization for Reuse and Waste Classification Sampling

During the hot spot remediation described above, shallow soils should be stockpiled separately from impacted material based on visual observations and photoionization detector (PID) readings, for locations where impacts were identified more than five-feet below grade (SB-1, SB-4 and SB-6). Up to two samples will be collected from the stockpile for the purpose of characterizing the overburden material for reuse. If overburden material is below CTDEEP residential direct exposure criteria (RDEC) and pollutant mobility criteria (PMC), it may be reused during backfilling of remedial excavations resulting in export (disposal) and import (fill) costs savings. We recommend that on-site material proposed for reuse is sampled at a rate of 1 sample per 500 cubic yards for each source. Laboratory analysis of soil samples will include the following:

Sample Type	Sampling Frequency	Compounds
Grab	1/500	Total Volatile Organic Compounds (VOCs)
Grab	1/500	Total Semi-Volatile Organic Compounds (SVOCs)
Grab	1/500	Total Extractable Petroleum Hydrocarbons (ETPH)
Grab	1/500	Polychlorinated Biphenyls (PCBs)
Grab	1/500	Connecticut Listed Metals
Grab	1/500	Pesticides
Grab	As needed ⁽¹⁾	Full Synthetic Process Leaching Procedure (SPLP)

Notes:

- (1) SPLP samples will only be analyzed if exceedances of the pollutant mobility criteria are identified. SPLP analysis will cost up to an additional \$450 per sample.
- (2) As noted above, samples will be collected at a rate of 1/500; however, if consistent conditions or results are identified the analytical frequency may be decreased.

Two waste characterization sample sets will be collected from the impacted soil stockpiles following excavation (one from the TSCA PCB area and one composite from all other hot spot areas). For the purposes of this cost estimate, we have assumed up to 560 cubic yards will be disposed offsite. The disposal volume was estimated based on historical sampling data and may change following the completion of delineation sampling.

A sample set will consist of one grab (VOCs) and one four-point composite sample collected from representative locations. Waste disposal facilities typically require one sample per each 500 cubic yards of material (disposal unit) that will be excavated for offsite disposal.

Although the Site is located in Connecticut, the laboratory analysis parameter list used for this proposal was based on disposal at a Massachusetts waste disposal facility. As such, laboratory analysis of soil samples will include the following:

Sample Type	# of Samples	Compounds
Grab	2	Total Volatile Organic Compounds (VOCs)
Composite	2	Total Semi-Volatile Organic Compounds (SVOCs)
Composite	2	Total Petroleum Hydrocarbons (TPH)
Composite	2	Polychlorinated Biphenyls (PCBs)
Composite	2	Total Metals (arsenic, cadmium, chromium, lead, and mercury)
Composite	2	Conductivity
Composite	2	Full Toxicity Characteristic Leaching Procedure (TCLP)

A summary of sample methodologies, analytical methods, field observations, and tables summarizing analytical results, a sample location figure, and the laboratory reports will be included in the Remedial Action Report (RAR) as described below. Costs may vary based on the disposal facility chosen by the remedial contractor.

Task 7: Material Management Plan and Site Restoration Oversight

Given the confirmed presence of contaminated and polluted soil at the Subject Property, and the proposed redevelopment plans for a public park, we recommend implementation of proper health and safety procedures during excavation, handling, and offsite disposal (petroleum, hot spot and TSCA PCB impacted areas) of impacted material.

This cost includes preparation of a site specific Material Management Plan (MMP) prior to redevelopment, and construction oversight by an environmental engineer during all activities which may disturb impacted soils. Given the proposed redevelopment is anticipated to result in a net import of fill onto the property, offsite disposal of miscellaneous soil and debris piles observed at the Site is anticipated pending material suitability but the volume of material cannot be determined until delineation sampling is completed. For the purposes of this estimate, we assume that the miscellaneous soil and construction debris including brick and concrete would be deemed suitable for backfill beneath the cap. Costs are based on preparation of an MMP and 15-days of oversight. Additional oversight time may be necessary based on redevelopment and contractor schedule.

Task 8: Reporting – Remedial Activity Report and UST Closure Report

Upon completion of the implementation of the remedy, a Remedial Activity Report (RAR) will be prepared documenting the hot spot removal activities completed and any other remedial activities deemed necessary. Langan will also prepare and submit a UST closure application to the CTDEEP. The RAR will be accompanied with recommendations as needed, including the need, scope and frequency of a groundwater compliance monitoring program and the final L.E.P. Parcel Verification Report to close the project with CTDEEP, USEPA and CTDECD.

The following section describes potential tasks that may be necessary depending on the outcome of the base scope of services.

Alternate Task I: Site Wide Cap (if necessary)

The above remediation scope addresses previously identified impacts at the Subject Property; however, if additional exceedances of CTDEEP RSR criteria are identified in soil during delineation and/or post excavation sampling activities, they may be addressed through the installation of either a four-foot soil cap (Option 1: direct exposure cap) or an impervious geosynthetic membrane (Option 2: pollutant mobility cap) across the Subject Property. Based on the location and concentrations of exceedances, we believe that impacted soils may be found throughout the former building footprint and the cap should cover the entire footprint (approximately 34,000-sf). Costs reflected for this task include design, construction monitoring and survey services; no costs for the remedial contractor or materials are included.

A direct exposure cap or soil cap (Option 1) will consist of four-feet of clean fill across all areas where soil exceeds RDEC. We also recommend placement of a demarcation layer prior to installation of the soil cap, consisting of orange snow fence across the cap area to define the extents of the soil cap. This demarcation layer will serve to identify the vertical limit of the soil cap in the event that excavation within the cap area is necessary in the future. A soil cap will only be acceptable if constituents of concern are below the direct exposure criteria (DEC).

Exceedances of the PMC, if identified on-site, would need to be addressed through excavation and offsite disposal or installation of an impervious geosynthetic cap (pollutant mobility cap).

A geosynthetic cap typically consists of the following three layers:

- Bottom - 30 mil Mirafi Geofabric (or engineer-approved equal) to protect the geosynthetic membrane from underlying material;
- Middle – 40 mil light low-density polyethylene geomembrane (or engineer-approved equal) which serves as an impervious membrane; and,
- Top – 300 mil drainage composite (or engineer-approved equal) to allow for stormwater flow above the cap and to prevent erosion.

The geosynthetic membrane should be covered with a minimum of 18-inches of clean fill to protect the liner.

Installation of a cap at the Subject Property would require submission of an Engineered Control Application to CTDEEP and filing an ELUR for the Subject Property. Costs are provided under Option 1 and 2 below. PCBs in soil may be capped if concentrations are less than 10 ppm and an ELUR is filed for the property in accordance with CTDEEP RSRs and US EPA regulations. It is our understanding that the Town of Colchester may be able to provide and place fill for a

four-foot soil cap or geosynthetic cover over impacts within the former building footprint and that native material from the Subject Property may be used for all or a portion of this cap. Any soil reused onsite should, in accordance with best practices, be sampled at a rate of 1 sample per 500-cubic yards (10 samples total) to confirm if the material can be considered "clean fill" in accordance with Connecticut solid waste regulations, RSRs, and as described above. We anticipate that approximately 5,000-cubic yards of clean fill will be necessary to meet the capping requirements for a 4-foot soil cap system.

If the Town of Colchester is unable to provide some or the entire clean cap soil for the cap, imported clean fill may be used. In our experience, costs for clean imported fill are approximately **\$25** per ton; however, prices for fill are subject to final contractor bids. Based on the proposed remediation, we do not anticipate installation of an engineered control for the Subject Property (direct exposure or pollutant mobility cap); however, if additional impacts are identified one of the capping options may be the most cost effective way to meet CTEEEP RSR criteria. Cost ranges for the design and oversight of the installation of a soil cap (Option 1) or geosynthetic membrane cap (Option 2) are provided separately below; material and construction costs are not included.

Alternate Task II: Environmental Land Use Restriction Preparation (if necessary)

Installation of any engineered control (e.g., a cap) requires filing an ELUR for the property. If a site-wide soil cap is deemed necessary (Alternate Task II, Option 1 or 2), the remedial engineer will prepare necessary documents including application, subordination requests and survey, for filing the ELUR. Attorney fees for filing the ELUR are also included. At this time, we do not anticipate installation of an engineered control for the Subject Property; therefore, costs are provided outside of the base scope of services as alternate items.

ESTIMATED COSTS

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

Task	Langan Fee	Subcontractor Fee ⁽²⁾	Laboratory Fee	Reimbursable Expenses	Task Subtotal ⁽¹⁾
Task 1: Hot Spot Delineation Sampling (9 AOCs)					
Task 1A: UST & AST Hot Spot Delineation	\$2,500	\$2,500	\$4,000	\$100	\$9,100
Task 1B: PCBs Hot Spot Delineation	\$2,500	\$5,000	\$3,000	\$200	\$10,700
Task 1C: Miscellaneous Hot Spot Delineations	\$2,500	\$4,500	\$4,000	\$100	\$11,100
Task 2: Bedrock Groundwater Assessment	\$6,000	\$19,000	\$1,700	\$400	\$27,100
Task 3: Remedial Activities Preparation ⁽³⁾	\$19,000	-	-	-	\$19,000
Task 4: PCB Remediation Performance Plan	\$5,000	-	-	-	\$5,000
Task 5: Hot Spot Soil Remedy Activities (8 AOCs) ⁽⁴⁾					
Task 5A: UST and AST Petroleum Soil Remedy – SB-1	\$5,000	(12)	\$1,300	\$200	\$6,500
Task 5B: TSCA PCB Soil Remedy – SB-3	\$3,000	(12)	-	-	\$3,000
Task 5C: Hot Spot Soil Remedy – SB-4	\$2,500	(12)	-	-	\$2,500
Task 5D: Hot Spot Soil Remedy – Block Pit (SB-5)	\$2,500	(12)	-	-	\$2,500
Task 5E: Hot Spot Soil Remedy – SB-6	\$2,500	(12)	-	-	\$2,500
Task 5F: Hot Spot Soil Remedy – S. Pit (SB-7)	\$2,500	(12)	-	-	\$2,500
Task 5G: Elevator Pit Release	\$2,500	(12)	\$1,300	\$200	\$4,000
Task 6: Soil Characterization for Reuse and Waste Classification Sampling ⁽⁵⁾	-	-	\$4,300	-	\$4,300
Task 7: Soil Management Plan and Remedy Oversight ^(7,8)	\$29,000	-	\$6,500	\$700	\$36,200
Task 8: Reporting – Remedial Activity Report and UST Closure Report					
Task 8A: RAR	\$12,000	-	-	\$250	\$12,250
Task 8B: TCR	\$3,000	-	-	\$250	\$3,250
Item Subtotal (Base Services)	\$102,000	\$31,000	\$26,100	\$2,400	\$161,500⁽⁹⁾
Alternate Task I: Site Wide Cap (if necessary) ⁽⁶⁾	\$5,000	-	-	\$500	\$5,500
Alternate Task II: ELUR Preparation (if necessary) ⁽⁶⁾	\$20,000	\$9,000 ⁽¹¹⁾	-	\$1,000	\$30,000
Alternates Subtotal			\$35,500		
Total – Brownfields Engineering Services			Base Plus Alternates: \$197,000.00⁽¹⁰⁾		

Notes:

- 1) Costs include Langan time, reimbursable expenses, Langan subcontractor costs, and laboratory costs. Langan assumes that all demolition will be completed prior to investigation and remediation, and that all proposed investigation and remediation areas are accessible. Final costs will be based on abatement and remedial contractor bids and schedule.
- 2) Subcontractor costs provided above are for estimates based on daily rates; actual costs may change based on field conditions.
- 3) Costs include preparation of a site specific Health and Safety Plan and remedial specifications.
- 4) The remedial activities estimate (Task 4) is based on the findings of the delineation investigation (Task 1).
- 5) Costs include collection and analysis of up to 10 soil samples to characterize clean fill reused onsite. Costs do not include any costs associated with filing a deed restriction for the property. These costs are provided below under Option 1 and 2.
- 6) Includes engineering design, construction observation and final cap survey for either Option 1: Direct Exposure Soil Cap or Option 2: Pollutant Mobility Impervious Cap. ELUR costs include document preparation and attorney fees.
- 7) Cost includes three weeks of full time engineer oversight during redevelopment in addition to coordination and management costs. Should additional oversight be required, additional costs of \$1,000 per day plus coordination and management will be incurred.
- 8) The scope of work and associated costs assume dewatering will not be required.
- 9) Groundwater compliance monitoring program and L.E.P. Parcel Verification Report are not included in this Scope of Services; Langan will provide a proposal for these services under separate cover following site characterization and remediation.
- 10) Does not include any meeting time, CTDEEP fees or applicable taxes; municipalities are required to provide tax ID number.
- 11) Estimated Attorney's fees included.
- 12) Remediation contractor and suitable backfill materials will be provided by the Town of Colchester.

LIMITATIONS

The work will be billed monthly in accordance with the hourly/unit costs listed in the original proposal and the estimated costs section and the estimates are heavily dependent upon the contractors' staffing and scheduled work progress. Langan will not exceed the estimated fees above without prior notification to and approval by the client.

SCHEDULE

Langan can begin work immediately upon receipt of written authorization to proceed by the owner; typically, a project of this scale is completed in approximately 9 months.

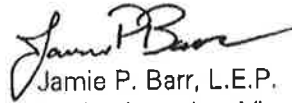
CLOSING

We believe that the proposed approach outlined above is a cost effective and efficient path to perform the brownfields engineering services required for the redevelopment 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. Please contact us at 203-562-5771 with any questions and thank you for the opportunity to provide the Town of Colchester with brownfields engineering services.

Sincerely,
Langan CT, Inc.



Peter J. Chiarizio III, L.E.P.
Senior Project Manager



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: Proposal for Brownfields Engineering Services – Former Norton Paper Mill
139 Westchester Road, Colchester, Connecticut 06415
Langan Project No. 140126802**

Organization: _____ (“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.

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GENERAL TERMS AND CONDITIONS

A. SCOPE OF SERVICES AND ADDITIONAL SERVICES

All services provided by "Langan Engineering, Environmental, Surveying and Landscape Architecture, D.P.C.", or "Langan Engineering and Environmental Services, Inc.", or "Langan International, LLC", or "Treadwell & Rollo, a Langan Company", or "Langan Treadwell Rollo", or "Langan Engineering and Environmental Services, Inc., PC", or "Langan CT, Inc." (collectively "LANGAN"), regardless of commencement date, will be covered by this Agreement (which includes the LANGAN proposal and these General Terms and Conditions). Unless modified in writing by the parties, the duties of LANGAN shall not be construed to exceed those Services specifically set forth in the proposal. However, if requested by the CLIENT and agreed to by LANGAN in writing, LANGAN will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed in writing, the CLIENT shall pay LANGAN for the performance of any Additional Services an amount based upon LANGAN's then-current hourly rates. For avoidance of doubt, email will constitute written notice.

B. STANDARD OF CARE

LANGAN's services will be performed in accordance with this Agreement and in a manner consistent with the generally accepted standard of care and skill ordinarily exercised by professionals performing similar services under similar circumstances at the place and time the services are being performed (the "Standard of Care"). LANGAN will exercise reasonable professional care in its efforts to comply with codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement. The CLIENT agrees that no other representation, warranty or guarantee, expressed or implied, is provided by LANGAN or is presumed given by LANGAN under this Agreement or in any report, opinion, or any other document prepared by LANGAN or otherwise.

C. CLIENT RESPONSIBILITIES

In addition to other responsibilities described herein, the CLIENT shall: (i) provide all information and criteria as to the CLIENT's requirements, objectives, and expectations for the project, including all numerical criteria that are to be met and all standards of development, design, or construction and all other information reasonably necessary for completion of the Services; (ii) provide prompt, complete disclosure of known or potential hazardous conditions or health and safety risks; (iii) provide to LANGAN all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in LANGAN's opinion for completion of its services; (iv) review all documents or oral reports presented by LANGAN and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of LANGAN; (v) furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of LANGAN's services; (vi) give prompt written notice to LANGAN whenever the CLIENT becomes aware of any development that affects the scope and timing of LANGAN's services or any defect or noncompliance in any aspect of the project; and (vii) bear all costs incident to the responsibilities of the CLIENT. LANGAN will have the right to reasonable reliance upon the accuracy and completeness of all information furnished by the CLIENT.

D. INVOICING AND SERVICE CHARGES

LANGAN will submit monthly invoices to the CLIENT and a final bill upon completion of Services. The CLIENT shall notify LANGAN within two weeks of receipt of invoice of any dispute with the invoice. The CLIENT and LANGAN will promptly resolve any disputed items. Payment on undisputed invoice amounts is due upon receipt of invoice by the CLIENT and is past-due thirty (30) days from the date of the invoice. Any unpaid balances shall accrue late charges of 1.5% per month, or the highest rate allowed by law, whichever is lower, and the CLIENT agrees to pay all fees and expenses incurred by LANGAN in any collection action. In the event of a suspension of services or termination of the Agreement by LANGAN in accordance with Section P of these General Terms and Conditions, LANGAN will have no liability for any delay or damage of any kind actually or allegedly caused by such suspension of services or termination. CLIENT shall not withhold amounts from LANGAN'S compensation to impose a penalty or damages on LANGAN, or to offset sums requested by or paid to contractors for the cost of changes in their work unless LANGAN agrees or has been found liable for the amounts.

E. RIGHT OF ENTRY

The CLIENT shall provide for right of entry in order for LANGAN to perform its services. While LANGAN will take all reasonable precautions to minimize any damage to the property, the CLIENT acknowledges and agrees that in the normal course of work some damage may occur, the correction of which is not part of this Agreement unless specifically provided in the proposal.

F. JOBSITE SAFETY AND CONTROL OF WORK

LANGAN will take reasonable precautions to safeguard its own employees and those for whom LANGAN is legally responsible. Unless expressly agreed to in writing by LANGAN under separate contract, LANGAN will have no responsibility for the safety program at the Project or the safety of any entity or person other than LANGAN and its employees. Neither the professional activities of LANGAN nor the presence of LANGAN's employees and subcontractors at the Project site will be construed to confer upon LANGAN any responsibility for any activities on site performed by personnel other than LANGAN's employees and subcontractors. The CLIENT agrees that LANGAN will have no power, authority, right or obligation to supervise, direct, stop the work or control the activities of any other contractors or subcontractors or construction manager, their agents, servants or employees.

G. EXISTING CONDITIONS AND SUBSURFACE RISKS

Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geologic, geotechnical, geochemical, and hydrogeologic conditions that LANGAN interprets to exist between sampling points will differ from those that actually exist. The CLIENT recognizes that actual conditions will vary from those encountered at the locations where borings, sampling, surveys, observations or explorations are made by LANGAN and that the data, interpretation, and recommendations of LANGAN are based solely on the information available to it. Furthermore, the CLIENT recognizes that passage of time, natural occurrences, and/or direct or indirect human intervention at or near the site may substantially alter discovered conditions. LANGAN shall not be responsible for interpretations by others of the information it develops or provides to the CLIENT.

LANGAN will take reasonable precautions to avoid damage or injury to subterranean structures or utilities in the performance of its services. The CLIENT agrees to defend, indemnify, and hold LANGAN harmless for any damage to subterranean structures or utilities and for any impact this damage may cause where the subterranean structures or utilities are not called to LANGAN'S attention or are not correctly shown on the plans furnished by CLIENT or third parties.

H. HAZARDOUS MATERIALS

Unless otherwise expressly agreed to in writing, the parties acknowledge that LANGAN'S scope of services does not include any services related to a hazardous environmental condition (such as asbestos, PCBs, petroleum, mold, waste, radioactive materials or any other hazardous substance). The discovery of any such condition shall be considered a changed condition and LANGAN may suspend its services until the CLIENT has resolved the condition.

I. INDEMNIFICATION

Subject to the provisions of Section J of these General Terms and Conditions, LANGAN agrees to indemnify, hold harmless and, except for professional liability claims, defend the CLIENT and CLIENT's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all damage obligations, liabilities, judgments, and losses for personal injury and/or property damage including reasonable attorney's fees and other expenses and disbursements, asserted by any third parties to the extent determined to have been caused by the negligent acts, errors or omissions or willful misconduct of LANGAN in the performance of its services under this Agreement. LANGAN will not be responsible for any loss, damage, or liability arising from any acts by the CLIENT or any of its agents, employees, staff, or other consultants, subconsultants, contractors or subcontractors. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by an applicable statute of repose or statute of limitations.

To the fullest extent permitted by law, the CLIENT agrees to indemnify and hold harmless LANGAN and LANGAN's parent companies, subsidiaries, affiliates, partners, officers, directors, shareholders, and employees for any and all, damage obligations, liabilities, judgments and losses, including reasonable attorneys' fees and all other expenses and disbursements, to which LANGAN may be subject, arising from or relating to (i) any unknown site condition or subterranean structures of which LANGAN does not have actual knowledge; (ii) any errors, omissions or inconsistencies in any data documents, records or information provided by the CLIENT on which LANGAN reasonably relied; (iii) any breach of contract, tort, error, omission, wrong, fault, or failure to comply with law by the CLIENT or third party over whom LANGAN has no control; (iv) the transport, treatment, removal or disposal of all Samples; and (v) the CLIENT's unauthorized use or copyright violation of plans, reports, documents and related materials prepared by LANGAN.

In connection with any construction project, CLIENT agrees to insert the following wording into any General Contract, Construction Management Agreement, or foundation contractor's contract: "To the extent permitted by law, and to the extent not proven to be caused in whole or in part by an indemnitee's own negligence, the contractor and its subcontractors of any tier shall indemnify, defend, save and hold harmless the CLIENT and LANGAN from and against all liability, damage, loss, claims, demands and actions of any nature whatsoever (including reasonable attorneys' fees and litigation costs) which arise out of or are connected with or are claimed to arise out of or claimed to be connected with the design (to the extent the design is based on calculations, plans and drawings by contractor or anyone acting by, through or under contractor for which contractor is responsible) and performance of work by the contractor, or any act or omission of the contractor. Without limiting the generality of the foregoing, such defense and indemnity shall include all liability, damages, loss, claims, demands and actions on account of personal injury, death, property damage or any other economic loss to any indemnitee, any of indemnitees' employees, agents, contractors or subcontractors, licensees or invitees, or sustained by any other persons or entities, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, workers' compensation), contractual, tort or other liability of any indemnitee, contractor, subcontractor or any other persons."

In connection with any damages, loss, suit, claim or proceeding arising from or otherwise related to the execution of excavation, support of excavation, foundations, or underpinning activities, CLIENT agrees to use all reasonable efforts to seek defense and indemnification from the Contractor and Subcontractor responsible for the work, and, to the extent the CLIENT is entitled to be or is otherwise indemnified by contractors/subcontractors, CLIENT shall not seek indemnification from LANGAN.

In the event any part of this indemnification is determined to be void as a matter of law, then the clause shall automatically be reformed to be consistent with the law and apply the parties' intent to the maximum extent permissible by law.

J. LIMITATION OF LIABILITY

To the fullest extent permitted by law, the total liability, in the aggregate, of LANGAN and its officers, directors, partners, employees, agents, and subconsultants, to CLIENT, and anyone claiming by, through, or under CLIENT, and to any third parties granted reliance, for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this Project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the total compensation received by LANGAN or \$100,000, whichever is greater. The CLIENT may negotiate a higher limitation of liability for an additional fee, which is necessary to compensate for the greater risk assumed by LANGAN.

To the extent damages are covered by property insurance, LANGAN and the CLIENT waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. LANGAN and the CLIENT, as appropriate, shall require of the contractors, subcontractors, consultants, subconsultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

K. WAIVER OF CONSEQUENTIAL DAMAGES

LANGAN and the CLIENT waive all consequential or special damages, including, but not limited to, loss of use, profits, revenue, business opportunity, or production, for claims, disputes, or other matters arising out of or relating to the services provided by LANGAN regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory. This mutual waiver shall survive termination or completion of this Agreement.

L. INSURANCE

LANGAN agrees to maintain workers' compensation insurance as required by law and general liability, automobile and professional liability insurance with minimum limits of \$1,000,000. Certificates of insurance will be issued to the CLIENT upon written request. The CLIENT agrees that it will require the construction manager, general contractor and, the contractor(s) responsible for performing the work reflected by or relating to LANGAN's services on the Project, to name LANGAN as an additional insured on its Commercial General Liability and Excess/Umbrella insurance policies for as long as construction manager, general contractor and contractor(s) are obligated to maintain coverage.

To the fullest extent permitted by law, Client hereby waives all rights of recovery under subrogation against LANGAN and its consultants.

M. FORCE MAJEURE

LANGAN will not be responsible or liable for any delays in performance or failure of performance related to any force majeure event, including but not limited to fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbances, terrorist act, strike, lock-out, refusal of employees to work, labor disputes, inability to obtain materials or services, or delays caused by the CLIENT, its agents, contractors, subcontractors, consultants, subconsultants or employees, or any governmental regulation or agency, or for any other cause beyond the reasonable control of LANGAN.

N. OPINION OF COST

Consistent with the Standard of Care in Section B of these General Terms and Conditions, any opinions rendered by LANGAN as to costs, including, but not limited to, opinions as to the costs of construction, remediation and materials, shall be made on the basis of its experience and shall represent its judgment as an experienced and qualified professional familiar with the industry. LANGAN cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost. LANGAN's services required to bring costs within any limitation established by the CLIENT will be paid for as Additional Services.

O. PROJECT DELIVERABLES

All reports, opinions, notes, drawings, specifications, data, calculations, and other documents prepared by LANGAN and all electronic media prepared by LANGAN are considered its project Deliverables to which LANGAN retains all rights. The CLIENT acknowledges that electronic media are susceptible to unauthorized modification, deterioration, and incompatibility; and therefore, the CLIENT cannot rely upon the electronic media version of LANGAN's Deliverables. All Deliverables provided by LANGAN to the CLIENT as part of the Services are provided for the sole and exclusive use of the CLIENT with respect to the Project. Reliance upon or reuse of the Deliverables by third parties without LANGAN's prior written authorization is strictly prohibited. If the CLIENT distributes, reuses, or modifies LANGAN's Deliverables without the prior written authorization of LANGAN, or uses LANGAN's Deliverables to complete the project without LANGAN'S participation, the CLIENT agrees, to the fullest extent permitted by law, to release LANGAN, its officers, directors, employees and subconsultants from all claims and causes of action arising from such distribution, modification or use, and shall indemnify and hold LANGAN harmless from all costs and expenses, including the cost of defense, related to claims and causes of action arising therefrom or related thereto.

LANGAN will not sign any documents that certify the existence of conditions whose existence LANGAN cannot ascertain, or execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

P. CONFLICTS OF INTEREST

LANGAN provides engineering and other services on behalf of many companies and individuals; thus, during the time LANGAN is providing services to CLIENT it may also provide engineering and other services, unrelated to the services LANGAN is providing to CLIENT, to other present or future clients of LANGAN with interests adverse to CLIENT'S interests. CLIENT agrees that LANGAN'S services to CLIENT will not disqualify LANGAN from providing services to other clients in matters that are unrelated to the services LANGAN is providing to CLIENT, and CLIENT hereby waives any conflict of interest with respect to those services. LANGAN agrees not to use or disclose any proprietary or other confidential information of a nonpublic nature concerning CLIENT, which is acquired by LANGAN as a result of its service to CLIENT, in connection with any other matter, unless required to do so by law.

Q. TERMINATION

Except as otherwise provided in this Agreement, this Agreement may be terminated by either party upon not less than seven (7) calendar days' written notice should the other party fail substantially to perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. If the defaulting party fails to cure its default within the seven (7) calendar day notice period or fails to commence action to cure its default if the cure cannot reasonably be completed within the seven (7) days, the non-defaulting party may terminate the Agreement. Failure of the CLIENT to make payments to LANGAN in accordance with this Agreement shall be considered substantial non-performance and grounds for termination or suspension of services at LANGAN's option after such seven (7) day notice period or anytime thereafter. In the event of termination, LANGAN will be compensated for all services performed and reimbursable expenses incurred prior to such termination and all termination expenses.

R. DISPOSAL OF SAMPLES

All samples, contaminated or otherwise ("Samples"), collected by LANGAN while performing services under this agreement remain the property and responsibility of the CLIENT. LANGAN may dispose of Samples in its possession after ninety (90) calendar days unless otherwise required by law or other arrangements are mutually agreed to in writing by the parties. At all times, any and all rights, title and responsibility for Samples shall remain with the CLIENT. Under no circumstances shall these rights, title and responsibility be transferred to LANGAN, and nothing contained in this Agreement shall be construed as requiring LANGAN to assume the status of an owner, operator, generator, storer, transporter or person who arranges for disposal, under any federal or state law or regulation.

S. RIGHT TO REFERENCE PROJECT

The CLIENT agrees that LANGAN has the authority to use its name as the CLIENT and a general description of the Project as a reference for other prospective clients.

T. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto and their respective successors and assigns. Neither party may assign or transfer this Agreement without the prior written consent of the other party. The parties agree that this Agreement is not intended to give any benefits, rights, actions or remedies to any person or entity not a party to this Agreement, as a third-party beneficiary or otherwise under any theory of law.

U. DISPUTE RESOLUTION

LANGAN and the CLIENT agree that any disputes arising under this Agreement and the performance thereof shall be subject to non-binding mediation as a prerequisite to further legal proceedings, which proceeding must be brought in a court of competent jurisdiction in the state in which the office of LANGAN that issued the Proposal is located. LANGAN and CLIENT waive any right to a trial by jury.

All actions by CLIENT against LANGAN, and by LANGAN against CLIENT whether for breach of contract, tort or otherwise, shall be brought within the period specified by applicable law, but in no event more than five (5) years following substantial completion of LANGAN'S services. CLIENT and LANGAN unconditionally and irrevocably waive all claims and causes of action not commenced in accordance with this paragraph.

If the CLIENT asserts a claim against LANGAN relating to allegations of professional negligence in performance of LANGAN'S services under this Agreement, LANGAN will be entitled to reimbursement of any costs incurred by LANGAN in the defense of the professional negligence claim, including any expenses incurred as part of LANGAN'S professional liability insurance deductible, to the extent LANGAN is successful in its negligence defense.

V. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state in which the office of LANGAN that issued the Proposal is located.

W. ENTIRE AGREEMENT

This Agreement (consisting of these General Terms and Conditions, the accompanying Proposal and LANGAN's Fee Schedule, if applicable) constitutes the entire agreement between the parties, supersede any and all prior agreements or representations of the parties to this agreement and conflicting terms on documents created by the CLIENT, and may not be modified, amended, or varied except by a document in writing signed by the parties hereto.

Supplemental Terms and Conditions

SUBCONTRACTED CHARGES

All subcontracted work including laboratory analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at \$.55 per mile. Sampling vans are billed at daily rates plus mileage.

TERMS

Invoices are payable within 30 days. Service charge of 1.0%/mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

LANGAN

OK
Aubrey

Chapter 18. Boards, Committees and Commissions

Article III. Parks and Recreation Commission

Section 18-10. Powers and duties.

The Parks and Recreation Commission:

- A. Shall have the power to equip, operate, supervise and maintain parks, playgrounds, gymnasiums, public baths, swimming pools or recreation centers on or in a public ground or building in said town which the Board of Selectmen may, from time to time, provide, acquire, authorize, offer, designate or set apart for such use and, with the consent of the Board of Education, to establish and carry on playgrounds and recreation activities on the school grounds and in the school building of said town.
- B. May take charge of and use any grounds, places, buildings or facilities which may be offered either temporarily or permanently by individuals or corporations for playground or recreational purposes.
- C. May receive, on behalf of the Town, donations and gifts from individuals, corporations or others for the equipment, improvements, maintenance or supervision of those facilities as described in A above. the playgrounds and recreation centers.
- D. ~~Shall be further empowered to~~ May establish and provide for the collection of fees for the use of any those facilities as described in A above, equipped, operated, supervised or otherwise maintained by it as authorized and approved by the Board of Selectmen.
- ~~D.E.~~ Any funds that may be received as described in C or D above, shall be deposited in bank accounts maintained by the Town, and recorded and accounted for in separate and distinct accounts within the Capital Fund of the Town. Such funds may not be used to support the annual operating budget of the Town.

Section 18-11. Payment of expenses incurred for equipment ~~and improvements and operation~~

The expenses incurred ~~in for the~~ equipment ~~and improvements and operation~~ of such facilities as described in Section 18-10 A playgrounds, playfields and recreation centers shall be payable from users' fees, private gifts or from such appropriations as may be made by the proper municipal authority from the current funds of the Town of Colchester. The funds so received or appropriated shall be ~~credited to the Commission~~ recorded and accounted for in separate and distinct accounts within the Capital Fund of the Town to be expended for the purposes herein enumerated. ~~Any money that may be received by the Commission from users fees shall be deposited in the general fund. Donations, gifts, legacies and bequests, unless otherwise provided by terms of any such donation, gift, legacy or bequest, shall be deposited in the treasury of the town.~~