

Rec. 04/29/2016 @ 10:10am
Theresa G. Sainee, ATC

**MEMBERS OF THE WPCA THAT ARE UNABLE TO ATTEND THIS MEETING,
PLEASE CALL ETHER DIAZ, (860) 644-2511, EXT. 243, ON OR BEFORE 4:30 P.M. ON
THE DAY OF THE MEETING**

***WATER POLLUTION CONTROL AUTHORITY
TOWN OF SOUTH WINDSOR***

REGULAR MEETING
SPRENKEL ROOM

AGENDA

7:00 P.M.
MAY 3, 2016

- A. ROLL CALL
- B. ACCEPTANCE OF MINUTES OF PREVIOUS MEETINGS
 - 1. April 5, 2016, Regular Meeting
- C. NEW BUSINESS
 - 1. TaxServ Capital Services, LLC. (Presentation by President, Roger Blain)
 - 2. Set date and time for Public Hearing
 - 3. Commercial Billing Adjustment
 - 4. 825 John Fitch Blvd. (Add to Billing List/Discussion)
 - 5. User Charge Formula (Discussion/Approval)
- D. COMMUNICATIONS AND REPORTS
 - 1. Ellington Road pipe repair
 - 2. Secondary Clarifier Improvements
- E. PUBLIC PARTICIPATION (Items not on the agenda)
- F. BILLS, CHANGE ORDERS, DISBURSEMENTS
- G. UNFINISHED BUSINESS
 - 1. Uncollected Sewer User Charges (Discussion)
 - 2. Pollution Control Budget FY 2016/2017 (Approval for Public Hearing Presentation)
- H. MOTION TO GO INTO EXECUTIVE SESSION TO DISCUSS PENDING CLAIMS
- I. ADJOURNMENT

**WATER POLLUTION CONTROL AUTHORITY
TOWN OF SOUTH WINDSOR**

Rec. 05/12/2016 @
4:15pm
— *Theresa G. Sampedro*,
ATC

**MINUTES
SPRENKEL ROOM**

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**REGULAR MEETING
MAY 3, 2016 at 7:00 p.m.**

A. ROLL CALL

Members Present: Richard Aries, Donald Antaya, Richard Siedman, and Vicki Paliulis

Members Absent: Carol Fletterick, Zaheer Sharaf, and William Veas

Alternates Present: Ed Havens, Jr. sitting in for Mr. William Veas
Patrick Soucy

Staff Present: C. Fred Shaw, Superintendent of Pollution Control
Ether A. Diaz, Recording Secretary

Others: Roger Blain, President – TaxServ Capital Services, LLC.
Rhonda Gelormino, Chief Financial Officer – TaxServ Capital Services, LLC.

Chairman Richard Aries called the meeting to order at 7:00 p.m. The following actions were taken during the May 3, 2016 Regular Meeting of the Water Pollution Control Authority (WPCA).

Mr. Ed Havens was appointed to sit in for Mr. William Veas.

B. ACCEPTANCE OF MINUTES OF PREVIOUS MEETINGS

1. April 5, 2016, Regular Meeting

The following corrections were made:

Page 2, 2nd paragraph, 2nd sentence, changing name “Me. Shaw” to “Mr. Shaw”.

Page 3, 1st paragraph, 2nd sentence, changing the phrase “*is been proposed*” to “*has been proposed*”.

Page 5, 1st paragraph, the last sentence should read as follows: “When these projects are finished, Mr. Shaw will come back with a list so that members of the Authority can take them off the capital projects list *at which time the* money will go back into the reserve for capital projects.”

Motion was made to accept the minutes of the April 5, 2016, regular meeting with administrative corrections.

The motion was made by Mr. Ed Havens, Jr. and seconded by Mr. Richard Siedman. The motion carried unanimously.

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MAY 3, 2016 at 7:00 p.m.**

C. NEW BUSINESS

1. TaxServ Capital Services, LLC. (Presentation by President, Roger Blain)

Ms. Rhonda Gelormino and Mr. Roger Blain of TaxServ Capital Services, LLC. ("TaxServ") were in attendance this evening to present their proposal for collection of delinquent sewer usage and assessment collection services to the WPCA. Mr. Roger Blain distributed a copy of their proposal, including a TaxServ Statement of Qualifications and a form of agreement for the WPCA and Town Attorney's review (see Exhibit A). Mr. Blain explained that TaxServ is been in business since 2001; currently TaxServ is providing services to thirty five (35) towns in CT for municipal receivables. They have collected over \$200 million in Connecticut municipal receivables, both tax and non-tax since 2001.

TaxServ proposes to collect all sewer assessment and user charges placed by the WPCA for collection for a 15% contingent collection fee which is added to the amount owed by the delinquent obligor as allowed by C.G.S. 7-254, C.G.S. 7-258 and C.G.S. 36(a)-800 et. seq.

Mr. Rogers explained the following items:

Fair Debt Collection Practices Act: this is a federal law requiring collection agencies not to harass people. He explained that although the sewer user fees are not considered a consumer debt, any contract signed between TaxServ and WPCA for collection services will consider the fair debt collection practices act as part of that contract.

Contingent Fees: This is not a cost or charge to the Town. The fee is essentially from the obligor; is an additional 15% to the amount of debt. The fee is allowed by CGS Section 7-254, CGS Section 7-258, and CGS Section 12-166.

Mr. Rogers explained that first, TaxServ and its client(s) establish collection goals from which performance is reviewed and evaluated regularly. The client(s) approve the receivables collection plan to achieve the collection goals. To effectuate collections, TaxServ will do the following collection methodology: Data Conversion and Confirmation, Skip-Tracing (Address Research) including bankruptcy research and disease research in an effort to identify who they can and can't collect from. Then, they'll send letters and do the phone calls to the obligors. Once information is received from the obligor regarding whether they'll pay or not, the Tax Serv Call Center staff, located in Hartford, CT, will continue to discuss resolution with the obligor and respond to incoming calls. Also, TaxServ can implement unique collection initiatives than can materially increase the rate of receivables to a client such as Alias Tax Warrant Programs: Taxes that may also be delinquent for the same WPCA obligor, TaxServ may collect both, the taxes and the sewer user charge all at the time using the same tax warrant. Another thing that they may use is the Onsite Provision of Tax. He explained that the Town of South Windsor has previously sold

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liens and tax sales. If the obligor owes real estate taxes in town, the sewer bill can be included with the tax lien and be sold and collected through a tax sale. Also, they can contact the mortgage companies on the account.

What is TaxServ collection rate, asked Chairman Aries. Mr. Rogers responded that their collection rate is currently about 65% of 100%.

Chairman Aries asked Mr. Rogers what will be the ideal compromising step between the obligor and TaxServ. Mr. Roger responded that compromising to collect a debt really would come down to setting a "more late fee payment plan" than what they'll normally would, to allow the obligor to pay just a little bit a month. However, this is something he'll recommend only really in hardship or other kinds of circumstances, but it will be up to the WPCA to decide.

Chairman Aries asked that if the WPCA decides to offer 25% compromising to a set number of particular obligors, how that would play out in terms of TaxServ fee. Mr. Rogers responded that their fee is based on the amount collected. For example, if is \$100, but WPCA decides to settle for \$80, then TasServ fee is based on \$80.00 not \$100.00.

Chairman Aries explained that the proposed contract is for a term of three years. Mr. Rogers explained that generally that's what they have on their contract work; it's a standard form. However, they are willing to negotiate any aspects of the contract regarding term and termination clauses.

Chairman Aries thanked Ms. Rhonda Gelormino and Mr. Roger Blain for their assistance and explained that the proposed agreement will be submitted to the Town Attorney for review.

2. Set date and time for Public Hearing

As every year, the Water Pollution Control Authority holds a public hearing in June for purposes of presenting the proposed Sewer User Charges, Benefit Assessments Rates, and the Pollution Control Budget. Mr. Fred Shaw recommended scheduling the Public Hearing to be held on Tuesday June 7, 2016 at 6:30 p.m.

Motion was made to schedule the WPCA Public Hearing for Tuesday, June 7, 2016 at 6:30 p.m. in the Council Chambers for the FY2016/2017 Pollution Control Budget, and to establish the Sewer User Charges, Benefit Assessment Rates, and followed by the Regular Meeting at 7:00 p.m. in the Sprenkel Room.

The motion was made by Mr. Patrick Soucy and seconded by Mr. Richard Siedman. The motion carried unanimously

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3. Commercial Billing Adjustment

Mr. Fred Shaw explained that included with the Agenda was a Memorandum (see Exhibit B) for two adjustments that were recommended (400 Chapel Road and 1170 Ellington Road). A correction was made concerning the units of measurements for 400 Chapel Road. In the case of 1170 Ellington Road there was a private meter reading that was not included in the initial billing.

Motion was made to approve adjustments to the following accounts, as recommended by Mr. Fred Shaw in the Memorandum dated May 3, 2016 (see Exhibit B). Account No. 329330: adjust the user charge from \$15,447.86 to \$12,460 and Account No. 348540: adjust the user charge from \$2,012.97 to \$828.44.

The motion was made by Mr. Patrick Soucy and seconded by Mr. Richard Siedman.

Mr. Shaw also reported under this Agenda item that he recently he had three requests to use a private meter to monitor the lawn sprinkler system at four commercial properties. One was at the Village of Buckland Court (432 Buckland Road), the other one was O&W Heat Treatment (1 Bidwell Road) and one at 60 Bidwell Road and 100 Bidwell Road. Mr. Shaw reported that he inspected each facility and looked for feasible locations for locating a meter on a dedicated line for the lawn sprinkler system. They, the applicants, agreed to put the meter in the location as determined. Mr. Shaw explained that in the case of 60 and 100 Bidwell Road, they already have meters in place; however, they are going to have to move the meters certain distance away from the "elbows" to obtain accurate measurement. In the other two cases, no meter has been placed in yet, but they want permission to do that and get credit for water that is used and doesn't get discharged in the sewer. So is the practice, and although they didn't make the request in writing, Mr. Shaw was seeking approval to allow the installation of a private meter at 432 Buckland Road, 1 Bidwell Road, 60 Bidwell Road and 100 Bidwell Road.

Mr. Patrick Soucy modified the motion to include the approval to install private meters at the above mentioned properties. The motion shall read as follows:

Motion was made to approve adjustments to the following accounts, as recommended by Mr. Fred Shaw in the Memorandum dated May 3, 2016 (see Exhibit B). Account No. 329330: adjust the user charge from \$15,447.86 to \$12,460 and Account No. 348540: adjust the user charge from \$2,012.97 to \$828.44. Also, motion was made to approve the use of one private water meter at the following facilities: 432 Buckland Road, 1 Bidwell Road, 60 Bidwell Road and 100 Bidwell Road, South Windsor, CT, which may be used to measure the amount of water that is not discharged to the sewer; this approval is subject to meeting the program requirements for use of the private meters.

The motion was seconded by Mr. Richard Siedman.

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Chairman Richard Aries expressed concern about having this type of break for businesses that are looking for ways to reduce their sewer user cost, however, is not advertised in any form. Mr. Shaw responded that businesses that have a sprinkler system and want to reduce their costs for water that does not go into the sewer system, can do it by seeking approval to install a private meter in a designated area. This information can certainly be added with the bills.

The motion carried unanimously.

4. 825 John Fitch Blvd. (Add to Billing List/Discussion)

Mr. Fred Shaw reported that in a recent Town staff meeting, 825 John Fitch Blvd. and 835 John Fitch Blvd. were discussed. The property located at 825 John Fitch Blvd. was not listed on the commercial sewer billing list, however, there is a drain layers permit for both properties which were separately connected to the sewer many years ago back in the 70s. There is one water meter between the two businesses; they share the same MDC water meter. Mr. Shaw raised the "red flag" and explained that this can't continue. These are two separate commercial properties and it is his understanding that in every case where flow can be measured from an individual commercial property unit, even if is owned by the same person, they should have their own separate meter. Mr. Shaw explained to the WPCA that in the past, the Town has not lost any revenue, but have been billing one property owner for two separate properties. Mr. Shaw reported that he talked to the owner of 825 John Fitch Blvd. and explained to him that this is something that needs to be corrected. He will need to have another meter put in. The property owner responded that there is a business agreement with the other property owner at 835 John Fitch Blvd. to share the same water meter.

Chairman Richard Aries asked if the property owner for 825 John Fitch Blvd. has been notified that this matter was going to be discussed by the WPCA. Mr. Shaw responded that the property owner was aware that it was to be discussed by the WPCA and that it will need to be put on the billing list as an individual user.

Mr. Richard Siedman agreed that 825 John Fitch Blvd. needs to be added to the sewer billing list as an individual user. Chairman Aries responded that this item is on the agenda for purposes of discussion only, however, the property owner perhaps is not aware that an approval will be made. Therefore, he recommended to table this Agenda item to the next WPCA meeting and asked Mr. Shaw to contact the property owner and inform him that this matter has been discussed by the WPCA but will be added to the Agenda for approval to be added to the sewer billing list.

5. User Charge Formula (Discussion/Approval)

Included with the Agenda was a copy of the proposed change in the current user charge formula (see Exhibit C1). Mr. Shaw explained that the current user charge formula does not take into consideration other sources of revenues; and the formula

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should reflect that fact. A copy of the formula currently in the regulations was distributed (see exhibit C2). Mr. Shaw mentioned the other sources of revenue that should be taken into consideration and recommended that this is what actually been done in terms of determining user rates.

Mr. Patrick Soucy explained that the Authority doesn't know what next year sewer connections are going to be, or grants may be received; therefore, he asked Mr. Shaw how that revenue be computed in the formula. Mr. Shaw responded that it's like any budget; is the best estimate of what revenues the Authority will have. Just in the same way future expenditures are estimates. Also, "is based upon our knowledge of the process, our knowledge of history", said Mr. Shaw.

Chairman Richard Aries asked where it comes into play the transfers of the excess funds of any projects. He asked if that was listed as another source of revenue. Mr. Shaw responded that the operating reserve is listed under "Ro (Other Sources of Revenue) – Internal Services Transfers.

Mr. Shaw explained that the purpose of the reserves is to stabilize the user fees; money needs to be set aside in the reserves first and those funds would allow paying for unanticipated expenditures. He also explained that the current formula is an outdated formula acceptable to EPA and DEP when proposed back in 1981. Since then, the Authority has become an enterprise; totally funded through the pollution control fees and there are a number of other sources of revenue besides the user charge.

Mr. Patrick Soucy responded that he believes that the current formula gives a higher user fee as the reserves are fairly depleted due to the unexpected expenditures. Mr. Shaw responded that there were goals previously established. He explained that when the reserves policy was put in place and adopted back in October 2011 there were some goals that were set up for that purpose. One goal was to take five years to set up an Operating Reserve to recover 25% of the Pollution Control budget, O&M budget and Debt Service budget. And the Authority has been moving in that direction. In the case of Replacement Reserve, Mr. Shaw explained that previously he provided members of the Authority a schedule of capital projects and project depreciation that are not been funded very well. He also provided them with a copy of the graph that illustrated that point. Mr. Shaw explained that the original goal for the Replacement Reserve was to, over a ten year period, create a reserve in the amount of \$14 million (or 2% of the value of Pollution Control Assets).

Mr. Patrick Soucy responded that he believe that the current formula gives a better chance to reach the goals set up because while the proposed formula may be more accounting accurate, the current formula gives more revenue. Mr. Shaw responded that the formula has to account for all the sources of revenues; the idea is not to increase the user fee beyond what it needs to, to meet budgetary needs.

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Chairman Richard Aries expressed that the proposed formula gives certain flexibility to increase the fees as needed. Even with a more accurate formula, members of the Authority could still have the authority and the ability to take into account the budget needs as that side of the equation remains in the formula. Also, he expressed that he would not want to be challenged by citizens or agencies for using an outdated, inaccurate formula. He rather have the accurate formula and then sort of do what needs to be done to reach the budget goals including funding the reserves.

Mr. Shaw explained that the Authority have been funding \$180,000 for the Operating Reserve which is a good number to continue with. However, the Authority is falling down in funding of the Replacement Reserve. He explained that the intention was to fund the Replacement Reserve over 10 year period and the goal was to get 2% of the total asset value which was about 8% a few years ago (\$8 million). At the time, that was a goal in terms of the cost per value of a dollar at the end of a 10 year period, \$8 million which is actually \$14 million. In just looking at what the goal was and how the reserve is been funded, Mr. Shaw distributed a copy of a graph showing the Replacement Reserve funding, see exhibit (C3). This doesn't really express the real accounting for 5% annual increases in the construction cost dollar value over years, said Mr. Shaw. The graph covers the period from 2013 to 2023, representing the year period when the Authority began to fund the reserve. The delta now is about \$600,000 a year. If the Authority just considers that alone, the user fee will increase from \$356 up to about \$394 or \$395.

Chairman Aries explained that this needs to be further reviewed because to have \$14 million in reserve during an economic recession would not be appropriate. Mr. Shaw responded that at previous meetings he included an article that he has previously passed out a couple of years earlier about how other utility companies solve its problems. He explained that there is not just one source, but many other sources of revenue such as the use of reserves, grants, loans, and fund balances, in meeting future goals.

Chairman Aries asked for this matter to be discussed under Item G1 of the Agenda and asked members of the Authority for their opinion on the proposed user charge formula to add other sources of revenue. Mr. Ed Havens, Jr. responded that he is in favor of putting it on the next meeting agenda for approval. With no other questions, Mr. Ed Havens, Jr. made the following motion:

Motion was made to accept the proposed user charge formula as presented (see Exhibit C1) and be added to the WPCA meeting Agenda for the public hearing on June 7th.

The motion was made by Mr. Ed Havens and seconded by Ms. Vicki Paliulis. The motion carried unanimously.

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D. COMMUNICATIONS AND REPORTS

1. Ellington Road pipe repair

As previously reported, Mr. Fred Shaw explained that a hole in the pipe was found and a temporary repair to the pipe was made; this repair cost \$28,000. The Pollution Control staff have gone back to inspect and TV the line more carefully. The TV pictures of the inside of the rest of the pipe have been sent to the engineer; the engineer would come back with some recommendations for the permanent repairs.

2. Secondary Clarifier Improvements

Mr. Fred Shaw reported that this project is essentially completed. He is waiting for resolution of a problem that was discovered in the original design. The original design did not allow for anyone to gain access to some of the covers to clean the main channels. This problem was not recognized until after it was built.

E. PUBLIC PARTICIPATION (Items not on the agenda)

None

F. BILLS, CHANGE ORDERS, DISBURSEMENTS

None

G. UNFINISHED BUSINESS

1. Uncollected Sewer User Charges (Discussion)

Mr. Fred Shaw distributed a copy of the latest sewer receivables report (See Exhibit D) for the month of April 2016. He explained that he has not yet received any response concerning the Tax Office collection method for some of the outstanding commercial accounts. Mr. Siedman stated that the numbers in the report provided don't balance. Vice Chairman Aries explained that the agreement received from TaxServ will be submitted to the Town Attorney for review.

2. Pollution Control Budget FY 2016/2017 (Approval for Public Hearing Presentation)

Mr. Shaw reported that the proposed budget for fiscal year 2016/2017 has been previously discussed; the operating budget, debt service, capital reserves and contributions to the two reserves. Mr. Shaw distributed a copy of the proposed budget FY 2016/2017 (see Exhibit E).

Mr. Shaw recommended no changes to the contributions for the Operating Reserve (\$180,200). However, he explained that the Replacement Reserve is greatly underfunded (\$31,625). Including the WPCA budget (\$900), the proposed total expenditure budget for fiscal year 2016/27 is \$4,557,681. The proposed revenue

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budget is \$333,315 which leaves a balance to be raised through user charges of \$4,224,366.

Mr. Shaw explained that at the last meeting he was asked to provide several options and show what the impact of those different sewer user rates would be on funding the budget. He explained that he uses a computer program that allows him to plug in different user rates into the most recent bills to see what the bottom line revenue would be. He did that using the following user charge options:

Option No. 1: Current Rate (\$356 per 84,000 gallons); the commercial revenue would be \$1,106,313 and residential revenue would be \$3,276,111; the total revenue of \$4,382,424. Mr. Fred Shaw explained that at the last meeting, he mentioned that given the expenditures proposed in the budget, the fees was going to have to increase from \$356 per 84,000 to \$372. However, in this case, even if the current rate is not increased, the proposed expenditure budget would be covered and add additional funds in the Replacement Reserve (\$150,058).

Option 2: would be increasing the sewer rate from \$356 to \$365 per 84,000 gallons, which can raise the total revenue to \$4,493,216 and additional funds (\$268,850) to the Replacement Reserve.

Option 3: would be increasing the sewer rate from \$356 to \$372 per 84,000 gallons, which can raise the total revenue to \$4,579,387 and additional funds (355,021) to the Replacement Reserve.

Option 4: would be to increase the sewer rate from \$356 to \$380 per 84,000 gallons which can raise the total revenue to \$4,677,868 and additional funds (453,502) to the Replacement Reserve.

Chairman Aries explained that each of these options would meet the budget and add funds to the Replacement Reserve.

Mr. Donald Antaya expressed that historically most of the sewer projects are completed with money left over. Hence, he asked why cant that money go into the reserve funds instead of back into the operating budget. Mr. Shaw responded that the Finance Department still insists on that money going back to the Reserve for Capital Projects; however, members of the Authority have the authority to move the funds out of that reserve into the Replacement Reserve or the Operating Reserve.

Mr. Patrick Soucy asked about the history of the previous sewer charges. Chairman Aries explained that the sewer fees were decreased from the \$374 to \$356 in FY 14/15 and since then they have not been increased. Chairman Aries also explained that an increase is going to be a stabilizing move to stabilize the rates and is not foreseen to be changed. Chairman Aries asked Mr. Shaw to make what if scenarios using the user fee of \$374 for the next five years to determine the impact on the budget.

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Motion was made to present for purposes of a public hearing the proposed increase rate of user charges, from \$356 to \$374.

The motion was made by Mr. Siedman and seconded by Mr. Patrick Soucy

Mr. Antaya disagreed with the increase from \$356 to \$374; he explained that is a 5% increase and is high. Ms. Vicki Paliulis agreed.

Upon a roll call vote, Chairman Aries declared the motion carried with a vote of 4 ayes (Richard Aries, Ed Havens, Jr., Richard Siedman and Patrick Soucy) and 2 opposed (Donald Antaya and Vicki Paliulis).

**H. MOTION TO GO INTO EXECUTIVE SESSION TO DISCUSS PENDING
CLAIMS**

None

I. ADJOURNMENT

Motion was made to adjourn at 9:10 p.m.

The motion was made by Mr. Ed Havens, Jr. and seconded by Mr. Richard Siedman.
The motion carried unanimously.

Respectfully Submitted,

Ether Diaz
Recording Secretary

AGENDA

Tuesday, May 3, 2016, 7:00 PM
Town of South Windsor, Connecticut
Water Pollution Control Authority

Exhibit A

1540 Sullivan Ave, South Windsor, CT 06074

Tel: (860) 644-2511 x247; Cell: (860) 803-8886 Email: fred.shaw@southwindsor.org

| MAY 2016 | | | | | | |
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| JUNE 2016 | | | | | | |
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| JULY 2016 | | | | | | |
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PARTICIPANTS

Town of South Windsor, CT
C. Fred Shaw, Superintendent
7 Members of SW-WPCA Board

TaxServ Capital Services, LLC
Roger Blain, President
Rhonda Gelormino, CFO

AGENDA

A. INTRODUCTION

1. President – Roger Blain
2. Rhonda Gelormino, CFO
3. Description of Management Tenure

B. COLLECTION METHODOLOGY

1. Compliance with Regulations
2. Collection Fee
3. Approval of Receivables Collection Plan
4. Conversion of Data (MUNIS and QDS experience)
5. Address Research
6. Obligor Contact - Letter/Phone
7. Payment Plans
8. Online Bill Payment (Kiosks)
9. Collection and Status Reporting
10. Other Collection Methods
 - a. Court Actions In Personam
 - b. Alias Tax Warrants
 - c. Tax Deed Sales

A. INTRODUCTION

TaxServ Capital Services, LLC ("TaxServ") is pleased to present a Statement of Qualifications regarding collection of delinquent sewer assessment and user charges to the Town of South Windsor Water Protection Control Authority (the "WPCA").

TaxServ provides collection, management and consulting services for municipal receivables, including water and sewer assessments and user charges; police private duty; code enforcement liens (i.e. demolition, health code); emergency medical services; false alarm fees; and real estate, motor vehicle and personal property taxes. TaxServ was established in 1993 and is one of only a few firms that **solely concentrates on collection of municipal receivables**.

B. TAXSERV BACKGROUND, QUALIFICATIONS AND EXPERIENCE

1. **BACKGROUND:** TaxServ is expert in the collection of delinquent municipal receivables in Connecticut and has achieved significant results for its Connecticut clients.

TaxServ is fully versed and has a working knowledge of the statutes and regulations that cover delinquent collection, including Connecticut General Statutes Sections 7-254; 7-258 and 36(a)-800 et. seq., covering sewer assessment, connection and user charges and the Connecticut Collection Agency Act respectively.

TaxServ complies with all federal, state and local statutes, regulations and ordinances affecting collection of delinquent receivables from obligors located in any state. As part of TaxServ's licensing requirements with the Connecticut Department of Banking, TaxServ has policies and procedures in place that provide training and compliance with all statutes and regulations.

Our success is based on our skill and experience at identifying the proper obligor, their present location, the proper amount due and the use of financial management best practices. Our Connecticut municipal clients include:

- | | | |
|-------------------|---|-------------------------------|
| • Ansonia, CT | • East Windsor, CT | • North Branford, CT |
| • Barkhamsted, CT | • East Hartford, CT | • Roxbury, CT |
| • Bethany, CT | • Eighth Utility Dist., Manchester, CT | • Seymour, CT |
| • Bridgeport, CT | • Farmington, CT | • Simsbury, CT |
| • Brookfield, CT | • Goshen, CT | • Somers, CT |
| • Canton, CT | • Hartford, CT | • Stafford, CT |
| • Cheshire, CT | • Harwinton, CT | • Univ. of CT Hosp. Center |
| • Chester, CT | • Lake Bungree Tax Dist., Woodstock, CT | • Thomaston, CT |
| • Cromwell, CT | • Manchester, CT | • Torrington, CT (inc. sewer) |
| • Danbury, CT | • Morris, CT | • Waterbury, CT |
| • Darien, CT | • New Canaan, CT | • Watertown, CT |
| • Derby, CT | • New Hartford, CT | • West Hartford, CT |
| • Durham, CT | • Newtown, CT | • West Haven, CT |

As can be seen above, TaxServ serves all sizes of communities (including tax and utility districts) in Connecticut and is able to customize its collection program as required to meet the needs of any particular client.



Though not listed as a client, in 2010, TaxServ was engaged by the City of Stamford WPCA to conduct an operational audit of the City's tax office management of the City's WPCA data conversion, billing and collection services. The audit resulted in comprehensive policies and procedures regarding all aspects of the City's WPCA data and billing to be written for the first time in City history. The following Table 1 presents a summary of TaxServ historical collection activities by receivable through March 2016 and describes the extent of TaxServ's ability to maximize collections of all different types of municipal receivables:

Table 1

| Asset Type | Total Collection |
|------------------------------|-------------------------|
| Water/Sewer Charges | \$4,030,747 |
| Other Non-Tax ⁽¹⁾ | \$14,061,670 |
| Real Estate Tax | \$2,939,775,159 |
| Motor Vehicle Tax | \$130,413,076 |
| Personal Property Tax | \$650,809 |
| Grand Total | \$3,088,931,461 |

Note: (1) Includes parking tickets, code enforcement, police and fire private duty, EMS, false alarm, etc.

2. MANAGEMENT – TaxServ's management has average collection experience of eighteen (18) years and an average tenure with the Firm of ten (10) years. TaxServ understands local government collection needs and parameters.
3. FAIR DEBT COLLECTION PRACTICES ACT – TaxServ's procedures include requirements that all obligor contact, either by telephone or by mail, is in compliance with the provisions of the Fair Debt Collection Practices Act ("FDCPA"), the Fair Credit Reporting Act ("FCRA") and all other federal regulations. In addition, TaxServ collection practices are in compliance with the Connecticut collection agency statutes and regulations and any other applicable local ordinance and/or regulation. TaxServ believes that the FDCPA represents best practices for all municipal collection programs.
4. CONTINGENT FEES – TaxServ's collection work is performed for a contingent collection fee as allowed by CGS Section 7-254, CGS Section 7-258, and CGS Section 12-166 (15.0% of amount collected). There is no TaxServ fee charged for bills which are determined to not be valid. These accounts are returned to the City without cost or charge.
5. COLLECTION METHODS – TaxServ's collection process can be designed to meet requirements of any municipality and would include the following key elements:
 - a. Collection Goals: TaxServ and its clients establish realistic and achievable collection goals from which performance is reviewed and evaluated regularly.
 - b. Approval of Receivables Collection Plan: Our clients approve a customized collection plan for achieving the collection goals.
 - c. Collection Services Methodology: The following steps can be undertaken to effectuate collections:
 - Data Conversion and Confirmation
 - Skip-Tracing (Address Research)



- Collections - Dunning and Outbound Telephone Calls
 - Taxpayer Contact – Dispute Resolution and Response to Incoming Calls
 - Other Methodologies: TaxServ can implement unique collection initiatives that can materially increase the rate of recovery to a client including:
 - Alias Tax Warrant Programs: In tandem with taxes that may also be delinquent for the same WPCA obligor, TaxServ has worked with many of its clients to materially increase their out of state obligor collection rates using the alias tax warrant.
 - Onsite Provision of TaxServ Personnel: TaxServ can provide temporary personnel to assist an office with surge collection periods.
 - Online Bill Payment: TaxServ provides obligors of each client various methods for payment: mail-in lockbox; credit and debit card; check by phone (ACH); and money order or certified/cashier's checks.
6. PAYMENT PLANS – TaxServ is experienced with establishment, tracking, collecting and reporting of obligor payment plans, including making sure that all payments are applied in the Connecticut statutory required manner, including any collection fee and City reimbursable expenses.
7. COLLECTIONS REPORTING – TaxServ provides to all clients any and all collection reports as required or requested by the client on any frequency, including on demand. The TaxServ software system can provide any kind of report documentation as required by a client, including customization of reports to meet a Client's needs. Detailed examples of reports and procedures can be provided on request. This includes, no less frequently than weekly, a report of collections made by TaxServ broken down by bill by tax principal, accrued interest and any reimbursable fees and costs.
8. COLLECTIONS DEPOSITORY ACCOUNT – All client funds collected from taxpayers by TaxServ are deposited promptly into a separate escrow account maintained by TaxServ in a bank approved by the client for which TaxServ is the trustee/custodian. All funds deposited are the exclusive property of the client. Our collections cash management procedures have been audited multiple times by the State Department of Banking and have passed each time with flying colors. TaxServ allows the City to accept payment at the tax office, which allows the City to provide superior taxpayer service and convenience.
9. TAX DEED SALES: TaxServ has extensive experience in the management and operations of tax deed sales for delinquent real estate taxes. TaxServ has collected over \$20 million in delinquent real estate taxes through full redemptions prior to sale, forbearance agreements and auction proceeds.

C. REFERENCES

| | |
|--|--|
| City of Torrington, Connecticut 140 Main ST Torrington, CT 06790 Contact: Launa Goslee, CCMC, Tax Collector Tel: (860) 489-2209; Fax: (860) 496-5905 Email: taxcollector@torringtonct.org | City of Danbury, Connecticut 155 Deer Hill Avenue Danbury, CT 06810 Contact: David St. Hilaire, Finance Director Tel: (203) 797-4652; Fax: (203) 796-1526 Email: d.sthilaire@ci.danbury.ct.us |
|--|--|



| | |
|--|--|
| Town of New Canaan, Connecticut 237 Elm Street New Canaan, CT 06840 Contact: Rosanna DiPanni, CCMC Tel: (203) 594-3063; Fax (203) 594-3130 Email: rosanna.dipanni@newcanaanct.gov | City of Waterbury, Connecticut 235 Grand Street Waterbury, CT 06702 Contact: Frank Caruso, CCMC Tel: (203) 574-6705; Fax (203) 346-6162 Email: fcaruso@waterburyct.org |
| City of Hartford, Connecticut 550 Main St Hartford, CT 06103 Contact: Marc Nelson, CCMC Tel: (860) 757-9617; Fax (860) 757-9630 Email: nelsm002@hartford.gov | Town of Manchester, Connecticut 41 Center St Manchester, CT 06045 Contact: John Rainaldi, CCMC, CCMAIL, RCG Tel: (860) 647-3018; Fax (860) 647-3099 Email: jrainaldi@manchesterct.gov |

D. CONTACT INFORMATION

Roger Blain
President
TaxServ Capital Services, LLC
750 Main St, Suite 510
Hartford, CT 06103
Phone: (866) 716-1100 x227
Fax: (860) 727-1080
Email: rblain@taxserv.com

Rhonda Gelormino
Chief Financial Officer
TaxServ Capital Services, LLC
5 Water St #3
Torrington, CT 06790
Phone: (860) 618-5710
Fax: (860) 618-5709
Email: rgelormino@taxserv.com



AGREEMENT FOR PROFESSIONAL SERVICES

by and between

TOWN OF SOUTH WINDSOR, CT

and

TAXSERV CAPITAL SERVICES, LLC

Collection of Delinquent Receivables

This Agreement for Professional Services ("Agreement") is dated as of this ____ day of _____, 2016, by and between the Town of South Windsor, a municipal Corporation having its territorial limits within the County of Hartford, acting herein by _____ its _____ duly authorized, hereinafter referred to as the "Town", and TaxServ Capital Services, LLC, with an address of 750 Main St, Suite 510, Hartford, CT 06103-2714, acting herein by Roger Blain, its President, duly authorized, hereinafter referred to as the "Contractor".

The Town and the Contractor do mutually covenant and agree as follows:

1. SCOPE OF SERVICES

The Town seeks assistance in the collection of various delinquent receivables that may, in the sole and absolute discretion of the Town, be placed with Contractor for collection. The following are the services to be provided by Contractor for Town ("Services"):

- 1.1 The receivables to be placed at the commencement of this Agreement to Contractor are delinquent sewer assessment and user charges as described on Exhibit A hereof ("Original Delinquent Accounts").
- 1.2 Town, through its Managing Authority (defined below), may, at its sole discretion, place additional motor vehicle, personal property and real estate tax accounts as well as additional sewer assessment and user chargers and other non-tax accounts to Contractor for collection during the term of this Agreement ("Additional Delinquent Accounts"). The Original Delinquent Accounts and Additional Delinquent Accounts are referred to herein as Accounts ("Accounts").
- 1.3 Contractor shall assist the Town in the collection of Accounts due from the associated obligors through available statutory means, including legal remedy enforcement only where authorized in writing in advance by the Town. The services to be provided by Contractor shall include all action approved by Town for the collection of the Accounts.

2. TERM OF AGREEMENT

The term of this Agreement shall be three (3) years from the commencement date of this Agreement, and may, upon the written agreement of the parties, be extended for three (3) additional one-year terms. The commencement date of this Agreement shall be the date when the Town Managing Authority (as defined below) places Original Delinquent Accounts with Contractor for collection ("Commencement Date"). The termination date of this Agreement shall be the last day of the month occurring at the end of three (3) years following the Commencement Date or any extension thereof ("Termination Date").

3. COMPENSATION

Total compensation to Contractor under this Agreement shall be a collection agency fee of fifteen percent (15.0%) of the amount collected from Accounts assigned to Contractor, paid upon collection ("Collection Agency Fee"). It is intended that the 15.0% Collection Agency Fee be added to the debt collectable from the obligor as permitted by C.G.S. 12-166 and CGS 36a-805,

payable in accordance with the Collection Fee Schedule attached hereto as Exhibit B ("Collection Fee Schedule").

The Contractor shall prepare and submit invoices and such supporting documentation for services provided as required by the Managing Authority (as defined in Section 4 below).

In the event that the Town determines, in its reasonable judgment, the Contractor to be in nonconformance with the terms of this Agreement or if in the Town's reasonable judgment the Contractor's work is not satisfactory, the Town, upon written notice to Contractor outlining the specific deficiencies of the services being rendered, may take corrective action, including but not limited to the following:

- a. Delay of payment of Collection Agency Fees or cost reimbursements; or
- b. Adjustment of payment to Contractor;
- c. Suspension or termination of this Agreement; or
- d. Pursuit of any other remedy authorized by law.

4. MANAGEMENT

This Agreement will be managed for the Town by the Finance Director or his or her designee ("Managing Authority"). The Contractor and the Town shall work closely together in all aspects of the services provided for by this Agreement, and the Contractor shall follow reasonable suggestions of the Town to improve the operation of this Agreement. The Contractor may make reasonable suggestions to the Town to improve the operation of this Agreement, which the Town may choose to implement at its sole discretion. Nothing in this Section or this Agreement shall cause any of either the Contractor's or the Town's individual obligations under this Agreement to become a joint obligation.

5. RELATIONSHIP BETWEEN THE PARTIES

It is mutually agreed that the Contractor including its employee(s) is an independent contractor and not an officer or employee of the Town, and that this Agreement is a contract for services and not a contract of employment, and that, as such, the Contractor and its employee(s) shall not be entitled to any employment benefits of the Town such as, but not limited to: vacation, sick leave, insurance, worker's compensation, pension and retirement benefits. All personnel matters affecting contract staff will be the responsibility of the Contractor.

6. HOLD HARMLESS AGREEMENT

The Contractor, its agents and assigns shall defend, indemnify and hold harmless the Town, including but not limited to, its elected officials, its officers, employees and agents, ("the Town") from any and all claims made against the Town, including but not limited to, damages, awards, costs and reasonable attorneys fees, to the extent any such claim directly and proximately results from the wrongful, or negligent performance of services by the Contractor during the Contractor's performance of this Agreement or any other Agreements of the Contractor entered into by reason thereof. The Town agrees to give the Contractor reasonable notice of any such claim and absent a conflict of interest, an opportunity to control the defense thereof.

7. INSURANCE

Contractor shall be required to furnish proof of insurance coverage within ten (10) days of receipt of execution of this Agreement. Insurance shall be issued by an insurance company licensed to conduct business in the State of Connecticut with a Best's Key Rating of A-, VIII or better. Any and all exceptions must be approved by the Town. Insurance coverage shall remain in full force for the duration of the Agreement term including any and all extensions or renewal thereof. Each insurance certificate shall contain a (30) day notice of cancellation to the town. All renewal

certificates shall be furnished at least thirty (30) days prior to policy expiration to the town. Coverage shall include the following:

- 7.1 Commercial General Liability with limits not less than \$2,000,000 Combined Single Limit Bodily Injury and Property Damage. All, if any, deductibles are the sole responsibility of the selected Provider to pay and/or indemnify. Pursuant to General Statutes § 36a-805(c), such commercial general liability policy shall include coverage against loss of money, securities or other property, including loss arising from any fraudulent or dishonest act of any employee, officer or director of the Contractor.
- 7.2 Workers' Compensation in accordance with Connecticut General Statutes
- 7.3 Employer's Liability:
\$100,000 bodily injury for each accident;
\$100,000 bodily injury by disease for each employee
\$500,000 bodily injury by disease aggregate
- 7.4 Professional Liability: Issued on a claims made basis with a \$1,000,000 Single Limit for the term of the Agreement and for two years following its completion with the Town to be named as a beneficiary thereon.
- 7.5 A Fidelity Bond in an amount of at least \$2,000,000.00 that shall protect the Town against losses caused by any dishonest or unlawful acts of the Contractor.
- 7.6 The Town shall be included as an Additional Insured under the Commercial General Liability and Employer's Liability Insurance Policies. THE UNDERLINED WORDING MUST BE SHOWN IN THE SPACE PROVIDED FOR "COMMENTS" ON THE ACORD INSURANCE CERTIFICATE. (Additional Insured requirement is expressly waived for Workers' Compensation and Professional Liability coverages.)
- 7.7 Each insurance coverage named above shall provide not less than a 30-day notice of cancellation to the Town. All policies shall be on the occurrence form. Any and all exceptions shall be reviewed by the Town Managing Authority.
- 7.8 It is further agreed that the amount of insurance required herein does not, in any way, limit the liability of the Contractor by virtue of its promise to defend, indemnify and hold the Town harmless so that in the event that any claims results in a settlement or judgment in any amount above the limits set in Paragraph 7.1 herein, the Contractor shall be liable to, or for the benefit of, the Town for the excess.
- 7.9 Insurance requirements and coverage may be reviewed from time to time during the term of this Agreement and all extensions and renewals, hereof. The Contractor agrees to comply with any and all reasonable insurance requirements or modifications made by the Town's Managing Authority.
- 7.10 Cancellation or other termination of insurance policies required by this Agreement without immediate replacement thereof may be considered a default in the terms and conditions of this Agreement. The Contractor agrees that such default may be cured by procurement of insurance on behalf of Contractor, at the Contractor's expense, at Town's sole discretion, which shall be strictly optional and not limit any other remedies provided for by this Agreement or the law.

8. PUBLIC RELATIONS

All publicity efforts, including without limitation posters, invitations to events, publications, brochures and news releases, shall be approved in writing by the Managing Authority.

9. CONFLICT OF INTEREST

The Town and the Contractor hereby covenant and agree that no member of the governing body of the Town, or its designees or agents, and no other public official, either paid or unpaid, who exercises any functions or responsibilities with respect to this program during the individual's tenure or for one (1) year thereafter, shall have any personal or financial interest, direct or indirect, in any contract or subcontract, or the proceeds thereof for work and/or services to be performed in connection with the program described or assisted under this Agreement. The Contractor shall cause to be incorporated, in all subcontracts a provision prohibiting such interest pursuant to the provisions of this paragraph.

10. EVENTS OF DEFAULT AND REMEDIES

10.1 Events of Default

Any of the following occurrences or acts shall constitute an Event of Default under this Agreement:

- 10.1.1 If default shall be made by the Contractor, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Contractor set forth in this Agreement; or
- 10.1.2 If any final determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Contractor's management or any accounting not consistent with reasonable and customary business practices is inadequate or illegal, as such management or accounting may relate to the Contractor's performance of this Agreement; or
- 10.1.3 If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Contractor a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Contractor under the federal bankruptcy laws, or any other similar applicable federal or state law; or
- 10.1.4 If Contractor no longer holds a Connecticut Department of Banking Consumer Collection Agency License; or
- 10.1.5 If Contractor fails to comply with applicable federal, state or local law governing the services to be provided pursuant to this Agreement; then

10.2 Election of Remedies

If any Event of Default hereunder shall have occurred and be continuing, the Town may elect to pursue any one or more of the following remedies, in any combination or sequence:

- 10.2.1 Take such action as it deems necessary, including, without limitation, the temporary withholding or reduction of payment;
- 10.2.2 Suspend program operation;
- 10.2.3 Require the Contractor to correct or cure such default to the satisfaction of the Town; or
- 10.2.4 Terminate this Agreement for cause in accordance with Section 11 hereof.

The selection of any remedy shall not prevent or stop the Town from pursuing any other remedy and shall not constitute a waiver by the Town of any other right or remedy.

11. TERMINATION OF AGREEMENT

11.1 Termination

"Termination", for purposes of this Agreement, shall mean the cessation, upon the effective date of termination, of the following obligations only: The Contractor's obligation to perform the Services described in Section 1, Scope of Services, of this Agreement; and the Town's obligation, as described in Section 3, Compensation, of this Agreement, to pay for such Services.

11.2 Termination for Cause

Upon the occurrence of any Event of Default, as set forth in Section 11.1 hereof: (a) the Town may terminate this Agreement by giving fifteen (15) business days written notice thereof to the Contractor, specifying in detail the scope and nature of the events of default; and, (b) Contractor may terminate this Agreement by giving fifteen (15) business days written notice thereof to Town of its failure to make timely payment to Contractor and Contractor will have a right to seek damages in a court of law.

11.3 Payment upon Termination

In the event this Agreement is terminated as herein provided, the Town shall make full payment to the Contractor for all Services performed up to and including the date of termination within ten (10) days of such date of termination.

12. AMENDMENTS

This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives. The Contractor's duly authorized representative shall be Roger Blain, its President, and the Town's duly authorized representative shall be the Managing Authority, subject to any authorizations required by the Town.

The Town and the Contractor may require changes in the Scope of Services to be performed hereunder. Such changes which are mutually agreed upon by and between the Town and the Contractor shall be incorporated in written amendments to this Agreement.

13. DISCLAIMER OR AGENCY OR THIRD PARTY BENEFICIARY RIGHTS

In no event shall anything in this Agreement be deemed to confer upon any person or entity agency status or third party beneficiary rights against the Town.

14. ESTABLISHMENT AND MAINTENANCE OF RECORDS

The Contractor agrees to establish and maintain fiscal control and accounting procedures which assure proper accounting for all funds paid by the Town to the Contractor under this Agreement. The Contractor agrees that all records with respect to all matters covered by this Agreement shall be maintained during the term of this Agreement, and for one full year following termination or expiration, including any renewal or extension.

15. AUDITS

At any time during normal business hours, and as often as may be deemed necessary, the Contractor shall make available to the Town, for examination, all records with respect to all matters covered by this Agreement.

16. REPORTS AND INFORMATION

The Contractor shall furnish the Town with such information and reports concerning the progress and management of the Services as may be reasonably required from time to time. The form of

said reports shall be reasonably determined by the Town and agreeable to the Contractor and consistent with the Town's requirements.

17. NON-ASSIGNABILITY

The Contractor shall not assign or transfer any interest in this Agreement without prior written consent of the Town, which may be withheld at the Town's sole discretion.

18. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and if the essential components of the bargain between the parties have not been materially changed.

19. CUMULATIVE REMEDIES

All rights exercisable by and remedies of the Town hereunder shall be cumulative and the exercise or beginning of the exercise by the Town of any of its rights or remedies hereunder shall not preclude the Town from exercising any other right or remedy granted hereunder or permitted by law.

20. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and the Town.

21. SUBCONTRACTORS

Portions of this work may be subcontracted, provided that:

21.1 The Town shall give prior approval to such subcontract in writing, which may be withheld at the sole discretion of the Town.

21.2 All of the terms, covenants, conditions and provisions of this Agreement shall have been incorporated in such subcontract(s) and the subcontractor (s) shall have agreed in writing to assume, perform and be bound by this Agreement and all the terms, covenants, conditions and provisions hereof.

21.3 The Town shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

21.4 Subcontracting pursuant to this Section shall not relieve the Contractor of any of its obligations pursuant to this Agreement.

22. GENDER/NUMBER/TITLE

Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held and construed to include the plural, unless the Agreement requires otherwise. In the event of any discrepancy or conflict between the name and title of any person referred to in this Agreement, the title shall prevail.

23. NOTICES

All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this Agreement, shall be deemed properly given if hand delivered or sent by United States registered or certified mail, postage prepaid, or Federal Express, Airborne or UPS overnight delivery service, with written receipt confirmation, at the following addresses:

As to the Town:

As to the Contractor:

Roger Blain
President
TaxServ Capital Services, LLC
750 Main St, Suite 510
Hartford, CT 06103
Tel: (866) 716-1100 x227
Email: rblain@taxserv.com

With copy to:

Thomas P. Malnati, Esq.
Senior Counsel
TaxServ Capital Services, LLC
750 Main St, Suite 510
Hartford, CT 06103
Tel: (561) 799-9626 x305
Email: tmalnati@taxserv.com

Neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

24. SUCCESSORS

This Agreement to the extent permitted herein, shall inure to the benefit of and be binding upon the parties hereto and any and all successors.

25. ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION

The Contractor agrees to abide by the provisions of Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this program, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training; including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government, setting forth provisions of the non-discrimination clause.

The Contractor shall state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference. The Contractor shall incorporate, or cause to be incorporated, this provision in any and all subcontracts entered into pursuant to this Agreement.

26. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990

The Contractor agrees to abide by the provisions of the Americans with Disabilities Act (ADA) of 1990; Public Law 101-336, as applicable.

In compliance with this law, the Contractor shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment. No qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of the Contractor, or be subjected to discrimination by the Contractor. No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations provided by the Contractor.

Any television public service announcement that is produced or funded in whole or in part under this Agreement shall include closed captioning of the verbal content of such announcement. The Contractor shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by this Act or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this Act.

The Contractor shall not permit coercion, intimidation, threatening, or interfere with any individual in the exercise or enjoyment of, or on account of his or her having exercised or enjoyed, or on account of his or her having aided or encouraged any other individual in the exercise or enjoyment of, any right granted or protected by this Act.

27. TAXPAYER IDENTIFICATION NUMBER

The Internal Revenue Service Form W-9, *Request for Taxpayer Identification Number and Certification* as submitted by the Contractor, is hereby made a part of this Agreement and is incorporated herein by reference. It is understood and agreed that the Town shall use the number as listed on the IRS Form W-9 to report any and all compensation paid to the Contractor under this agreement. It is further understood and agreed that the Town shall not be liable for inaccurate information contained on said IRS Form W-9.

28. NON-WAIVER

Any failure by the Town or the Contractor to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Agreement and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce any of the provisions of this Agreement.

29. DELINQUENCY IN OBLIGATIONS

The Contractor hereby agrees that throughout the period of the Agreement, all taxes, contractual obligations and audit responsibilities owed to the Town shall be and remain current.

30. CONDITIONS

The Contractor hereby agrees to conform to all applicable laws and ordinances and statutes of the Federal Government, State of Connecticut and Town, including but not limited to the following:

- a. Civil Rights Act of 1964, as amended
- b. Civil Rights Act of 1991, as amended
- c. Federal Labor Standards (29 CFR Parts 3,5, and 5a)
- d. Architectural Barriers Act of 1969 (42 USC 4151)
- e. Section 504 of the Rehabilitation Act of 1973
- f. Hatch Act (Title 5 USC Chapter 15)

- g. Conn. Gen. Stat. §§ 36a-800 et seq. (as well as any or all other laws, including amended or newly-enacted laws during the Term of this Agreement, governing the registration, licensing, and conduct of collection agencies doing business within the State of Connecticut).

31. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations, and agreements whether written or oral, between them respecting the written subject matter.

IN WITNESS THEREOF, the TOWN OF SOUTH WINDSOR and TAXSERV CAPITAL SERVICES, LLC have executed this Agreement for Professional Services on this ____ day of _____, 2016.

WITNESS:

TOWN OF SOUTH WINDSOR, CT

Print Name:

By: _____

Its:

WITNESS:

TAXSERV CAPITAL SERVICES, LLC

Print Name:

By: _____

Roger Blain

Its: President

Exhibit A

Original Delinquent Accounts

The following is a listing of the Original Delinquent Accounts placed with Contractor on the Commencement Date with an interest reporting date of _____, 2016:

TOWN OF South Windsor

| Seq No | Year | Amount | Interest | Fees/Costs | Total Due |
|--------|------|--------|----------|------------|-----------|
| 1 | | | | | |
| 2 | | | | | |
| 3 | | | | | |
| 4 | | | | | |
| 5 | | | | | |
| 6 | | | | | |
| 7 | | | | | |
| 8 | | | | | |
| 9 | | | | | |
| 10 | | | | | |
| 11 | | | | | |
| 12 | | | | | |
| 13 | | | | | |
| 14 | | | | | |
| 15 | | | | | |
| Total | | | | | |

Exhibit B

| Contractor Collection Fee Schedule | |
|---|--|
| Fee & Cost Component | Fee Rate |
| Collection Agency Fee | A Collection Agency Fee of fifteen percent (15.0%) of the amount collected from Accounts or other receivables placed with TaxServ for collection and shall be paid upon collection. TaxServ is authorized to deduct the amount of its Collection Agency Fee and any Reimbursable Expenses authorized herein due to it from amounts collected from the Accounts prior to delivery of collected funds to the Town. It is intended that the 15.0% collection agency fee be added to the debt collectable from the obligor as permitted by C.G.S. 7-254, C.G.S. 7-258 and CGS 36(a)800 et seq. The Collection Agency Fee shall be calculated by multiplying the amount collected (excluding authorized Reimbursable Expenses) by a factor a 13.0435% (0.13045). For example, upon the collection of \$115.00, TaxServ shall be entitled to a Collection Agency Fee of \$15.00 (\$115.00 x 0.130435). |
| Reimbursable Expenses | Costs of legal remedy enforcement (including but not limited to court and motion filing fees; filing or recordation fees; bankruptcy and name searches; service of process and notice fees and costs; publication costs, [if any]); and attorney fees are reimbursable expenses and are in addition to the Collection Agency Fee and shall be paid from collections, but shall not considered an "amount collected" for purposes of calculating the Collection Agency Fee pursuant to the preceding paragraph. No legal action shall be brought or fees charged without the prior written approval of the Town. |

MEMORANDUM

TO: Members of the Water Pollution Control Authority

FROM: C. F. Shaw, Superintendent Pollution Control

RE: Commercial User Charge Adjustment
FY 2015/2016

DATE: May 3, 2016

The following adjustments are recommended for WPCA approval..

| <u>Account No.</u> | <u>Address</u> | <u>Flow (gallons)</u> | | <u>User Charge</u> | | <u>Net Billing Adj.</u> |
|--------------------|----------------|-----------------------|-----------|--------------------|-----------|-------------------------|
| | | <u>From</u> | <u>To</u> | <u>From</u> | <u>To</u> | <u>Inc. or (Dec.)</u> |
| 329330 | 400 Chapel Rd | 3,645,001 | 906,576 | \$15,447.86 | \$12,460 | (\$2,987.86) |
| 348540 | 1170 Ellington | 474,980 | 195,475 | \$2,012.97 | \$828.44 | (\$1,184.53) |
| | | | | Total | | (\$4,172.39) |

User Charge Fee Formula

$$\text{User Charge} = \frac{(C_t - (C_R + R_o)) \times Q_o}{Q_t}$$

Where:

C_t = Total annual cost for operation, debt service, capital projects, contributions to reserves.

C_R = Surcharges for removal of excess Total Suspended Solids (T.S.S.) and Biochemical Oxygen Demand (B.O.D.).

R_o = Other Sources of Revenue

- Septic Dumping Fees
- Permit Fees
- Assessments
- Interest & Lien Fees
- Connection Charges
- Grants/loans
- Transfers from Operating and Replacement Reserves
- Internal Services Transfers
- Investment Interest Earnings

Q_o = Annual individual user discharge (gallons)

Q_t = Total annual industrial/commercial and residential discharge (gallons)

SECTION 16

SEWER USE CHARGES AND

THE COLLECTION THEREOF

16.1 Purpose. The purpose of this Regulation is to establish fair and reasonable charges for use of the South Windsor sewerage system and in connection therewith giving consideration to appropriate factors relating to the kind, quality, or extent of use of any property connected to or to be connected to the sewage system. This Regulation is further intended to establish an equitable basis of cost recovery of the industrial share of the local capital and debt service charges.

16.2 An annual sewer use charge shall be imposed on each residential, commercial and industrial building connected into the sewer system and discharging sewerage of any quality, character or quantity into the sewer system. The following methods for calculating rates are hereby prescribed:

- A. Sewer use charges shall fund 100 percent of the costs for Pollution Control operation and maintenance (O & M) and shall be prorated among the several user categories (residential, commercial, small industrial and major industrial) based upon the quantity of equivalent sanitary wastewater discharged. A user charge shall be computed according to the following general formula:

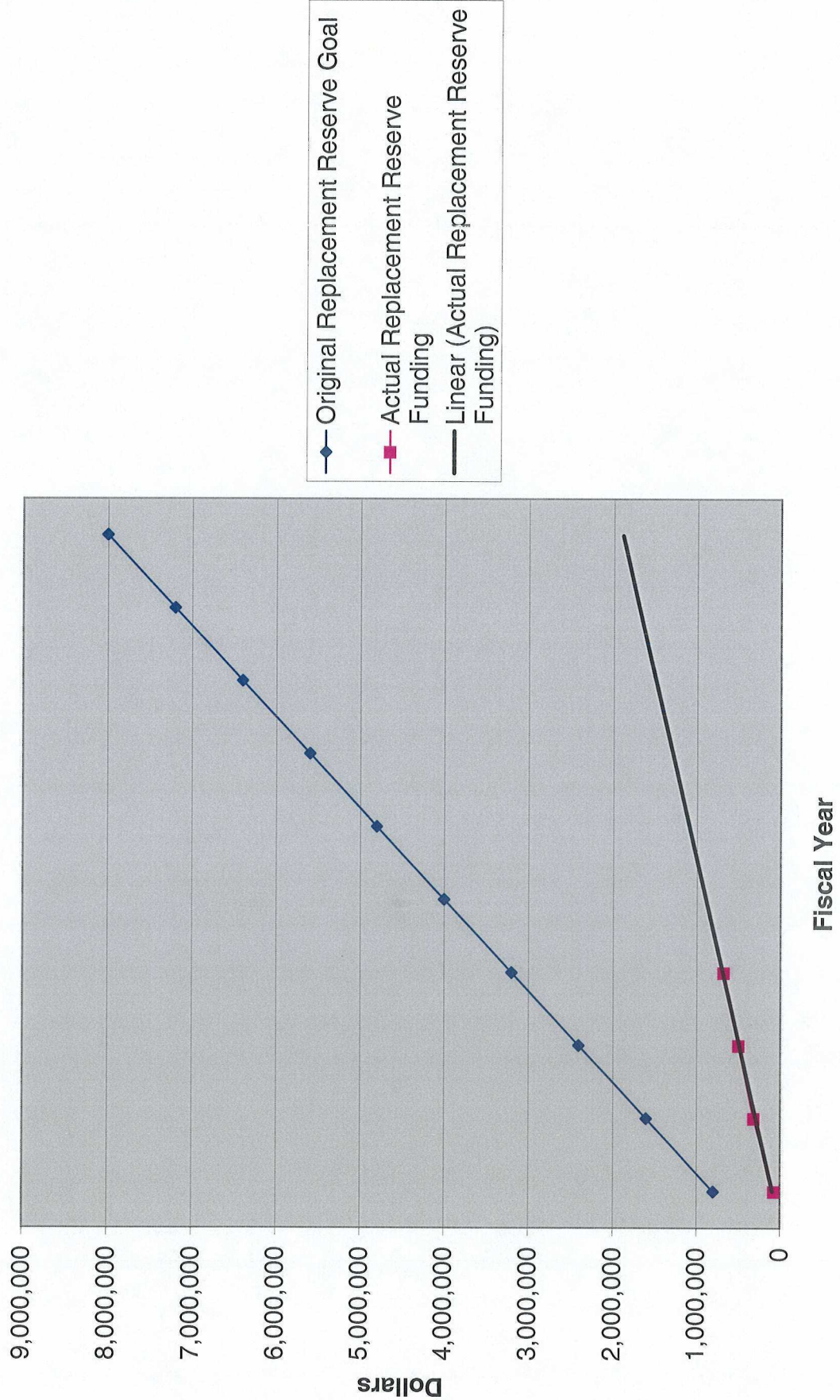
$$\text{User Charge} = \frac{(C_t - C_R) \times Q_o}{Q_t}$$

Where C_t is the total annual cost for operation and maintenance C_R is the cost for removal of excess solids and B.O.D., Q_t is the sum of the individual user outflows (mgd), and Q_o is the quantity of an individual user outflow (mgd).

B. Residential User Charges

1. There shall be a uniform rate for single and multifamily residential buildings
2. A resident subject to a sewer user charge and found to be eligible by the Town of South Windsor Human Services Department for property tax relief under the State of Connecticut Qualifying Income for the Elderly and Totally Disabled Tax Relief Program shall have said user charge reduced by a percentage corresponding to the

Replacement Reserve Funding



1540 Sullivan Ave.
 South Windsor, CT 06074
 Phone: 860-644-2511 ext. 263
 Fax: 860-648-2179

TOWN OF SOUTH WINDSOR FINANCE DEPARTMENT

MEMORANDUM

TO: Fred Shaw
FROM: Patricia Perry, Director of Finance
RE: Sewer Receivables
DATE: April 4, 2016

As of March 31, 2016 total sewer receivables are \$552,628. This balance represents 34 Commercial accounts totaling \$33,457 and 996 Residential accounts totaling \$519,171. The chart below has additional detail by category and year:

| | Principle Balance | Fees | Interest through 3/31/2016 | Total Sewer 3/31/2016 |
|--------------------|-------------------|------------------|-------------------------------|--------------------------|
| 2006 | \$ 222 | \$ 24 | \$ 403 | \$ 649 |
| 2007 | \$ 240 | \$ - | \$ 392 | \$ 632 |
| 2008 | \$ 264 | \$ - | \$ 384 | \$ 648 |
| 2009 | \$ 304 | \$ 24 | \$ 388 | \$ 716 |
| 2010 | \$ 340 | \$ 24 | \$ 372 | \$ 736 |
| 2011 | \$ 288 | \$ - | \$ 264 | \$ 552 |
| 2012 | \$ 340 | \$ - | \$ 250 | \$ 590 |
| 2013 | \$ 1,237 | \$ - | \$ 673 | \$ 1,910 |
| 2014 | \$ 5,777 | \$ - | \$ 2,166 | \$ 7,943 |
| 2015 | \$ 17,181 | \$ - | \$ 1,901 | \$ 19,082 |
| Commercial | \$ 26,193 | \$ 72 | \$ 7,192 | \$ 33,457 |
| 2006 | \$ 222 | \$ 121 | \$ 420 | \$ 762 |
| 2007 | \$ 240 | \$ 89 | \$ 414 | \$ 743 |
| 2008 | \$ 2,507 | \$ 355 | \$ 3,146 | \$ 6,008 |
| 2009 | \$ 6,177 | \$ 558 | \$ 7,412 | \$ 14,147 |
| 2010 | \$ 10,762 | \$ 746 | \$ 11,269 | \$ 22,777 |
| 2011 | \$ 14,792 | \$ 1,118 | \$ 12,842 | \$ 28,752 |
| 2012 | \$ 33,454 | \$ 2,117 | \$ 25,549 | \$ 61,120 |
| 2013 | \$ 57,902 | \$ 3,498 | \$ 34,630 | \$ 96,030 |
| 2014 | \$ 83,223 | \$ 5,240 | \$ 36,628 | \$ 125,091 |
| 2015 | \$ 122,085 | \$ 7,952 | \$ 33,705 | \$ 163,742 |
| Residential | \$ 331,365 | \$ 21,792 | \$ 166,014 | \$ 519,171 |
| Total | \$ 357,558 | \$ 21,864 | \$ 173,206 | \$ 552,628 |

Town of South Windsor
Outstanding Commercial sewer bills from 2000 to 2015
with interest calculated to 3/31/2016

| Account: 351560 | | 1395 JOHN FITCH BLVD LLC | | | | | Location: 1395 JOHN FITCH BLVD | | | |
|------------------------|--------|---------------------------------|-----------|----------|----------|-----------|---------------------------------------|---------------|----------|---------------|
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2015 | 38382 | COMSEW | 1,873.20 | 1,648.42 | 224.78 | 224.78 | 0.00 | 224.78 | 13.49 | 238.27 |
| 1 | | | | | | | | | | 238.27 |

| Account: 320770 | | 570 SULLIVAN AVENUE LLC | | | | | Location: 570 SULLIVAN AVENUE | | | |
|------------------------|--------|--------------------------------|-----------------|-------------|-------------|-----------------|--------------------------------------|-----------------|---------------|-----------------|
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2013 | 308238 | COMSEW | 374.00 | 0.00 | 0.00 | 374.00 | 0.00 | 374.00 | 201.96 | 575.96 |
| 2014 | 38257 | COMSEW | 374.00 | 0.00 | 0.00 | 374.00 | 0.00 | 374.00 | 134.64 | 508.64 |
| 2015 | 38289 | COMSEW | 356.00 | 0.00 | 0.00 | 356.00 | 0.00 | 356.00 | 64.08 | 420.08 |
| 3 | | | 1,104.00 | 0.00 | 0.00 | 1,104.00 | 0.00 | 1,104.00 | 400.68 | 1,504.68 |

| Account: 332380 | | 651 LLC | | | | | Location: 651 SULLIVAN AVENUE | | | |
|------------------------|--------|----------------|---------------|-------------|-------------|---------------|--------------------------------------|---------------|---------------|---------------|
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2014 | 38288 | COMSEW | 374.00 | 0.00 | 0.00 | 374.00 | 0.00 | 374.00 | 134.64 | 508.64 |
| 2015 | 38320 | COMSEW | 356.00 | 0.00 | 0.00 | 356.00 | 0.00 | 356.00 | 64.08 | 420.08 |
| 2 | | | 730.00 | 0.00 | 0.00 | 730.00 | 0.00 | 730.00 | 198.72 | 928.72 |

| Account: 337140 | | 85 NUTMEG ROAD SOUTH LLC | | | | | Location: 85 NUTMEG ROAD | | | |
|------------------------|---------|---------------------------------|-----------------|-------------|-------------|-----------------|---------------------------------|-----------------|-----------------|-----------------|
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2006 | 3007920 | COMSEW | 222.00 | 0.00 | 0.00 | 222.00 | 24.00 | 246.00 | 399.60 | 645.60 |
| 2007 | 3007987 | COMSEW | 240.00 | 0.00 | 0.00 | 240.00 | 0.00 | 240.00 | 388.80 | 628.80 |
| 2008 | 3008311 | COMSEW | 264.00 | 0.00 | 0.00 | 264.00 | 0.00 | 264.00 | 380.16 | 644.16 |
| 2009 | 3008120 | COMSEW | 304.00 | 0.00 | 0.00 | 304.00 | 24.00 | 328.00 | 383.04 | 711.04 |
| 2010 | 38157 | COMSEW | 340.00 | 0.00 | 0.00 | 340.00 | 24.00 | 364.00 | 367.20 | 731.20 |
| 2011 | 30168 | COMSEW | 288.00 | 0.00 | 0.00 | 288.00 | 0.00 | 288.00 | 259.20 | 547.20 |
| 2012 | 38236 | COMSEW | 340.00 | 0.00 | 0.00 | 340.00 | 0.00 | 340.00 | 244.80 | 584.80 |
| 2013 | 308282 | COMSEW | 374.00 | 0.00 | 0.00 | 374.00 | 0.00 | 374.00 | 201.96 | 575.96 |
| 2014 | 38301 | COMSEW | 374.00 | 0.00 | 0.00 | 374.00 | 0.00 | 374.00 | 134.64 | 508.64 |
| 2015 | 38333 | COMSEW | 356.00 | 0.00 | 0.00 | 356.00 | 0.00 | 356.00 | 64.08 | 420.08 |
| 10 | | | 3,102.00 | 0.00 | 0.00 | 3,102.00 | 72.00 | 3,174.00 | 2,823.48 | 5,997.48 |

| Account: 306840 | | CAVALIERE FRANK N | | | | | Location: 718 ELLINGTON ROAD | | | |
|------------------------|--------|--------------------------|-----------------|---------------|--------------|---------------|-------------------------------------|---------------|---------------|---------------|
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2013 | 308201 | COMSEW | 374.00 | 323.37 | 76.63 | 50.63 | 0.00 | 50.63 | 16.71 | 67.34 |
| 2014 | 38221 | COMSEW | 374.00 | 0.00 | 0.00 | 374.00 | 0.00 | 374.00 | 134.64 | 508.64 |
| 2015 | 38253 | COMSEW | 356.00 | 0.00 | 0.00 | 356.00 | 0.00 | 356.00 | 64.08 | 420.08 |
| 3 | | | 1,104.00 | 323.37 | 76.63 | 780.63 | 0.00 | 780.63 | 215.43 | 996.06 |

| Account: 370330 | | HARTFORD FEDERAL CREDIT UNION | | | | | Location: 1665 ELLINGTON ROAD | | | |
|------------------------|--------|--------------------------------------|-----------|----------|----------|-----------|--------------------------------------|---------------|----------|---------------|
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2015 | 38435 | COMSEW | 356.00 | 0.00 | 0.00 | 356.00 | 0.00 | 356.00 | 64.08 | 420.08 |
| 1 | | | | | | | | | | 420.08 |

This report only includes bills that have become delinquent

Town of South Windsor
Outstanding Commercial sewer bills from 2000 to 2015
with interest calculated to 3/31/2016

| Account: 370100 | | JOHN FITCH PARTNERS LLC | | | | | Location: 1265 JOHN FITCH BLVD | | | |
|------------------------|----------|---|-----------------|-----------------|--------------|-----------------|---------------------------------------|-----------------|-----------------|-----------------|
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2014 | 38385 | COMSEW | 920.99 | 0.00 | 0.00 | 920.99 | 0.00 | 920.99 | 331.56 | 1,252.55 |
| 2015 | 38417 | COMSEW | 1,008.65 | 0.00 | 0.00 | 1,008.65 | 0.00 | 1,008.65 | 181.56 | 1,190.21 |
| | 2 | | 1,929.64 | 0.00 | 0.00 | 1,929.64 | 0.00 | 1,929.64 | 513.11 | 2,442.75 |
| Account: 354340 | | KRIVICKAS GEORGE A & DOROTHY E TR KRIVICKAS FA | | | | | Location: 620 SULLIVAN AVENUE | | | |
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2015 | 38392 | COMSEW | 423.81 | 404.74 | 19.07 | 19.07 | 0.00 | 19.07 | 2.57 | 21.64 |
| | 1 | | | | | | | | | 21.64 |
| Account: 301110 | | KUHNS FAMILY PROPERTIES LLC | | | | | Location: 405 SULLIVAN AVENUE | | | |
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2015 | 38227 | COMSEW | 356.00 | 0.00 | 0.00 | 356.00 | 0.00 | 356.00 | 64.08 | 420.08 |
| | 1 | | | | | | | | | 420.08 |
| Account: 370040 | | MACY'S RETAIL HOLDINGS LLC C/O MACYS PROP/RE T | | | | | Location: 319 NUTMEG ROAD | | | |
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2015 | 38411 | COMSEW | 356.00 | 0.00 | 0.00 | 356.00 | 0.00 | 356.00 | 64.08 | 420.08 |
| | 1 | | | | | | | | | 420.08 |
| Account: 315770 | | MUI JOR & MILLY | | | | | Location: 39 FOSTER STREET | | | |
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2013 | 308223 | COMSEW | 374.00 | 0.00 | 0.00 | 374.00 | 0.00 | 374.00 | 201.96 | 575.96 |
| | 1 | | | | | | | | | 575.96 |
| Account: 377520 | | NORTH NUTMEG ASSOCIATES LLC | | | | | Location: 636 NUTMEG ROAD | | | |
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2013 | 308392 | COMSEW | 1,654.77 | 1,590.58 | 74.46 | 64.19 | 0.00 | 64.19 | 31.77 | 95.96 |
| 2014 | 38411 | COMSEW | 2,466.89 | 0.00 | 0.00 | 2,466.89 | 0.00 | 2,466.89 | 888.08 | 3,354.97 |
| 2015 | 38443 | COMSEW | 789.34 | 0.00 | 0.00 | 789.34 | 0.00 | 789.34 | 142.08 | 931.42 |
| | 3 | | 4,911.00 | 1,590.58 | 74.46 | 3,320.42 | 0.00 | 3,320.42 | 1,061.94 | 4,382.36 |
| Account: 349800 | | R&J CLOUTIER LLC | | | | | Location: 253 CHAPEL ROAD | | | |
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2015 | 38368 | COMSEW | 2,634.30 | 0.00 | 0.00 | 2,634.30 | 0.00 | 2,634.30 | 474.17 | 3,108.47 |
| | 1 | | | | | | | | | 3,108.47 |
| Account: 300752 | | ROSCORP LLC | | | | | Location: 645 SULLIVAN AVENUE | | | |
| Year | Bill # | Type | Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Bill Total |
| 2014 | 38176 | COMSEW | 892.84 | 0.00 | 0.00 | 892.84 | 0.00 | 892.84 | 321.42 | 1,214.26 |
| 2015 | 38203 | COMSEW | 712.00 | 0.00 | 0.00 | 712.00 | 0.00 | 712.00 | 128.16 | 840.16 |
| | 2 | | 1,604.84 | 0.00 | 0.00 | 1,604.84 | 0.00 | 1,604.84 | 449.58 | 2,054.42 |

This report only includes bills that have become delinquent

Town of South Windsor
Outstanding Commercial sewer bills from 2000 to 2015
with interest calculated to 3/31/2016

TOTALS for Commercial bills with an unpaid balances

| Account Count | Original Principle | Paid Amt | Paid Int | Princ bal | Fees | Total Charges | Interest | Grand Total |
|---------------|--------------------|----------|----------|-----------|-------|---------------|----------|-------------|
| 17 | 39,746.06 | 5,460.23 | 704.68 | 34,285.83 | 72.00 | 34,357.83 | 9,676.89 | 44,034.72 |

This report only includes bills that have become delinquent

**Town of South Windsor
Outstanding Sewer Receivables
for Commercial Accounts as of 2-29-16**

| <u>Year</u> | <u>Vendor</u> | <u>Principle Amt</u> | <u>Fees</u> | <u>Interest</u> | <u>Total</u> |
|-------------|--------------------------|----------------------|--------------|-----------------|-----------------|
| 2006 | 85 Nutmeg Road South LLC | 222.00 | 24.00 | 399.60 | 645.60 |
| | TOTAL 2006 | 222.00 | 24.00 | 399.60 | 645.60 |
| | | | | | - |
| 2007 | 85 Nutmeg Road South LLC | 240.00 | - | 388.80 | 628.80 |
| | TOTAL 2007 | 240.00 | - | 388.80 | 628.80 |
| | | | | | - |
| 2008 | 85 Nutmeg Road South LLC | 264.00 | - | 380.16 | 644.16 |
| | TOTAL 2008 | 264.00 | - | 380.16 | 644.16 |
| | | | | | - |
| 2009 | 85 Nutmeg Road South LLC | 304.00 | 24.00 | 383.04 | 711.04 |
| | TOTAL 2009 | 304.00 | 24.00 | 383.04 | 711.04 |
| | | | | | - |
| 2010 | 85 Nutmeg Road South LLC | 340.00 | 24.00 | 367.20 | 731.20 |
| | TOTAL 2010 | 340.00 | 24.00 | 367.20 | 731.20 |
| | | | | | - |
| 2011 | 85 Nutmeg Road South LLC | 288.00 | - | 259.20 | 547.20 |
| | TOTAL 2011 | 288.00 | - | 259.20 | 547.20 |
| | | | | | - |
| 2012 | 85 Nutmeg Road South LLC | 340.00 | - | 244.80 | 584.80 |
| | TOTAL 2012 | 340.00 | - | 244.80 | 584.80 |
| | | | | | - |
| 2013 | 85 Nutmeg Road South LLC | 374.00 | - | 201.96 | 575.96 |
| | 570 Sullivan Avenue LLC | 374.00 | - | 201.96 | 575.96 |
| | 718 Ellington Road | 50.63 | - | 16.71 | 67.34 |
| | 39 Foster Street | 374.00 | - | 201.96 | 575.96 |
| | 636 Nutmeg Road | 64.19 | - | 31.77 | 95.96 |
| | TOTAL 2013 | 1,236.82 | - | 654.36 | 1,891.18 |
| | | | | | - |
| 2014 | 85 Nutmeg Road South LLC | 374.00 | - | 134.64 | 508.64 |
| | 570 Sullivan Avenue LLC | 374.00 | - | 134.64 | 508.64 |
| | 651 Sullivan Avenue | 374.00 | - | 134.64 | 508.64 |
| | 718 Ellington Road | 374.00 | - | 134.64 | 508.64 |
| | 1265 John Fitch Blvd | 920.99 | - | 331.56 | 1,252.55 |
| | 636 Nutmeg Road | 2,466.89 | - | 888.08 | 3,354.97 |
| | 645 Sullivan Avenue | 892.84 | - | 321.42 | 1,214.26 |
| | 435 Buckland Road | 95.30 | - | 15.72 | 111.02 |
| | TOTAL 2014 | 5,872.02 | - | 2,095.34 | 7,967.36 |

| <u>Year</u> | <u>Vendor</u> | <u>Principle Amt</u> | <u>Fees</u> | <u>Interest</u> | <u>Total</u> |
|-------------------|--------------------------|----------------------|-------------|-----------------|------------------|
| 2015 | 85 Nutmeg Road South LLC | 356.00 | - | 64.08 | 420.08 |
| | 1395 John Fitch Blvd LLC | 224.78 | - | 13.49 | 238.27 |
| | 570 Sullivan Avenue LLC | 356.00 | - | 64.08 | 420.08 |
| | 651 Sullivan Avenue | 356.00 | - | 64.08 | 420.08 |
| | 718 Ellington Road | 356.00 | - | 64.08 | 420.08 |
| | 1665 Ellington Road | 356.00 | - | 64.08 | 420.08 |
| | 1265 John Fitch Blvd | 1,008.65 | - | 181.56 | 1,190.21 |
| | 620 Sullivan Avenue | 19.07 | - | 2.57 | 21.64 |
| | 405 Sullivan Avenue | 356.00 | - | 64.08 | 420.08 |
| | 319 Nutmeg Road | 356.00 | - | 64.08 | 420.08 |
| | 636 Nutmeg Road | 789.34 | - | 142.08 | 931.42 |
| | 253 Chapel Road | 2,634.30 | - | 474.17 | 3,108.47 |
| | 645 Sullivan Avenue | 712.00 | - | 128.16 | 840.16 |
| | 1765 Ellington Road | 1,401.16 | - | 252.21 | 1,653.37 |
| | 435 Buckland Road | 2,846.69 | - | 512.40 | 3,359.09 |
| | 465 Buckland Road | 13,051.00 | - | 2,349.18 | 15,400.18 |
| TOTAL 2015 | | 25,178.99 | - | 4,504.38 | 29,683.37 |

| | | | | |
|---------------------------------|------------------|--------------|-----------------|------------------|
| TOTAL COMMERCIAL 2-29-16 | 34,285.83 | 72.00 | 9,676.88 | 44,034.71 |
|---------------------------------|------------------|--------------|-----------------|------------------|

**WATER POLLUTION CONTROL
PROPOSED BUDGET FY 2016/2017**

Proposed Expenditure Budget

| | |
|-----------------|--------------------|
| O & M | \$3,297,746 |
| Debt Service | \$312,210 |
| Capital Expend. | 735,000 |
| Reserves | |
| Operating | 180,200 |
| Replacement | 31,625 |
| Subtotal | <u>\$4,556,781</u> |
| WPCA | 900 |
| Total | <u>\$4,557,681</u> |

**Proposed Revenue Budget
Sources of Non-User Charge Revenue:**

| | |
|---------------------------------|------------------|
| Septic Dumping Fees | \$11,000 |
| Permit Fees | 3,900 |
| Assessments | 20,000 |
| Interest/Lien Fees | 120,000 |
| Connection Charges | 150,000 |
| Grants/Loans | 0 |
| Transfer from Operating Reserve | 0 |
| Internal Services | 28,350 |
| Investment Interest Earnings | 65 |
| | <u>\$333,315</u> |

User Charge Requirement:

| | |
|--------------|--------------------|
| User Charges | \$4,224,366 |
| Total | <u>\$4,557,681</u> |

User Charge Options

No. 1 - Current Rate = \$356/84,000 gals

| | | |
|---------------------|--------------------|--------------------------------|
| Commercial Revenue | \$1,106,313 | <u>Additional Funds</u> |
| Residential Revenue | 3,276,111 | <u>Replmt. Reserve</u> |
| Total Revenue | <u>\$4,382,424</u> | \$150,058 |

No. 2 - Rate = \$365/84,000 gals

| | |
|---------------------|--------------------|
| Commercial Revenue | \$1,134,282 |
| Residential Revenue | 3,358,934 |
| Total Revenue | <u>\$4,493,216</u> |

\$268,850

WATER POLLUTION CONTROL
PROPOSED BUDGET FY 2016/2017

User Charge Options

No. 3 - Rate = \$372/84,000 gals

| | |
|---------------------|------------------|
| Commercial Revenue | \$1,156,035 |
| Residential Revenue | <u>3,423,352</u> |
| Total Revenue | \$4,579,387 |

Additional Funds
Replmt. Reserve

\$355,021

No. 4 - Rate = \$380/84,000 gals

| | |
|---------------------|------------------|
| Commercial Revenue | \$1,180,896 |
| Residential Revenue | <u>3,496,972</u> |
| Total Revenue | \$4,677,868 |

\$453,502