

Rec. 02/03/2017 @ 8:35 AM

1 Musa G. Sambo, AIC

**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, TOWN HALL

**AGENDA**

7:00 P.M.  
FEBRUARY 7, 2017

- A. ROLL CALL
- B. ACCEPTANCE OF MINUTES OF PREVIOUS MEETINGS
  - 1. January 3, 2017, Regular Meeting
- C. NEW BUSINESS
  - 1. 175 Oakland Road (Approval to Connect)
  - 2. Sunset Hill Estates Re-Subdivision (Approval to Connect)
  - 3. Nevers Road Sewer Assessments (Set date for Public Hearing)
  - 4. Pollution Control Budget FY 2017/2018 (Discussion)
  - 5. Closeout of Capital Projects (Approval)
  - 6. Account 300985 (Removal from Residential Billing List)
  - 7. Account 300984 (Transfer from Residential to Commercial Billing List)
- D. COMMUNICATIONS AND REPORTS
  - 1. Phase IV I/I Rehabilitation Improvements
- E. PUBLIC PARTICIPATION (Items not on the agenda)
- F. BILLS, CHANGE ORDERS, DISBURSEMENTS
- G. UNFINISHED BUSINESS
  - 1. Collection Agency Services (Review Draft Contract)
- H. MOTION TO GO INTO EXECUTIVE SESSION TO DISCUSS PENDING CLAIMS
- I. ADJOURNMENT

Rec. 2/21/2017 @ 4:10 PM  
Theresa G. Samuel, ATC

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**A. ROLL CALL**

**Members Present:** Richard Aries, Carol Fletterick, Donald Antaya, Zaheer Sharaf, Patrick Soucy, and William Vees

**Members Absent:** Vicki Paliulis

**Alternates Present:** Erik Dabrowski sitting in for Ms. Vicki Paliulis; and Ed Havens, Jr.

**Staff Present:** C. Fred Shaw, Superintendent of Pollution Control  
Ether A. Diaz, Recording Secretary  
Michael Gantick, Director of Public Works

**Others:** James Bernardino, P.E., Design Professionals

Chairman Richard Aries called the meeting to order at 7:00 p.m. The following actions were taken during the February 7, 2017 Regular Meeting of the Water Pollution Control Authority (WPCA).

Chairman Richard Aries appointed Mr. Erik Dabrowski to sit in for Ms. Vicky Paliulis.

**B. ACCEPTANCE OF MINUTES OF PREVIOUS MEETINGS**

**1. January 3, 2017, Regular Meeting**

In reviewing the minutes, Mr. Patrick Soucy asked to add to the Agenda a new item under Unfinished Business to further discuss Item C3 of the minutes "35 Pheasant Way (Discount Program – charge adjustment)".

Motion was made to add to the Agenda a new item under New Business - Item G2 "35 Pheasant Way" for discussion.

Motion was made by Mr. Patrick Soucy and seconded by Mr. Erik Dabrowski. The motion carried unanimously.

No corrections were made to the minutes.

Motion was made to accept the minutes of the January 3, 2017 regular meeting as presented.

The motion was made by Mr. Patrick Soucy and seconded by Ms. Carol Fletterick. The motion carried unanimously.

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**C. NEW BUSINESS**

**1. 175 Oakland Road (Approval to Connect)**

Mr. James A. Bernardino, P.E. of Design Professionals was in attendance this evening presenting the application. This is a proposed 78-unit residential rental community on 9.8 acres situated on the southerly side of Oakland Road; and is adjacent to Berry Patch I & II. The project has received approval from the Planning & Zoning Commission as well as from Inland/Wetlands Commission. Mr. Bernardino was seeking sewer service approval for this proposed development and gave full details of the proposed sewer connection (see Exhibit A).

Motion was made to approve connection to the Town's sewerage system for proposed 78 unit multiple family development located at 115/196 Oakland Road, South Windsor, CT and as more specifically shown on plans entitled "175 Oakland Road, South Windsor, Connecticut, Map 52, Lots 93 & 94, Site Plan", prepared by Design Professionals, South Windsor, CT; Project No.: 3616; dated 10/25/2016; Sheets C-UT1 "Utility Plan"; Revisions Dates: 12/7/2016, 1/4/2017, 1/18/2017.

The motion was made by Mr. Donald Antaya and seconded by Mr. Zaheer Sharaf; the motion carried with one opposed (Mr. Patrick Soucy).

**2. Sunset Hill Estates Re-Subdivision (Approval to Connect)**

Mr. James A. Bernardino, P.E. of Design Professionals was in attendance this evening presenting the application. This is a proposed subdivision that includes seven conventional lots with frontage on Gilbert Lane and one parcel to remain as 377 Deming Road. Mr. Bernardino was seeking approval to connect to the sewer. The subdivision consists of seven 4-bedroom house lots to be located on Gilbert Lane and Loomis Road. The lots will be served by a new public sanitary sewer gravity main. Mr. Bernardino explained that per the CTDPH Public Health Code for On-site Sewage Disposal Regulations, a 4-bedroom house is expected to generate 600 gallons of effluent per day; 600 GPD multiplied by the seven lots would generate an expected daily flow of 4200 GPD and a peak rate of 16,800 GPD based on a peak factor of 5, said Mr. Bernardino. The plan is to create a new public roadway which will allow installation of just under a 700 linear feet of a new 8 inch sewer main within the road and connect to an existing 8 inch sewer main located within Ridge Road. An easement will be placed in favor of the Town for sanitary maintenance and proposing laterals for each building. Mr. Bernardino explained that he previously met with Town Engineer and Mr. Fred Shaw and reviewed the comments made; some of those comments includes assuring that there is appropriate depth of the sewer main in this location to

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provide service for future development. There was also some other minor comments regarding a lateral length and installation of cleanouts on the residential laterals, slopes and some general alignments as it related to the installation within the easement areas. All comments are implemented in the plans, said Mr. Bernardino.

Motion was made to approve connection to the Town's sewerage system for proposed seven 4-bedroom house lots to be located on a 600' extension of Gilbert Lane and 445' extension of Loomis Road (377 Deming Street), South Windsor, CT and as more specifically shown on plans entitled "Sunset Hill Estates, 377 Deming Street, South Windsor, Connecticut, Resubdivision Plan", prepared by Design Professionals, South Windsor, CT; Project No.:0435.J; dated 11/9/2016; Sheets C-SUT1 "Site & Utility Plan"; Revisions Dates: 12/19/2016, 1/3/2017, 1/18/2017. This approval is subject to the following conditions: A draft of an easement allowing the Town access to the manhole on the building sewer for monitoring purposes; the easement must be reviewed and approved by the Town Attorney.

The motion was made by Mr. Patrick Soucy and seconded by Mr. Donald Antaya; the motion carried unanimously.

**3. Nevers Road Sewer Assessments (Set date for Public Hearing)**

Mr. Fred Shaw reported that the road improvement project on Nevers Road in the area of three properties (258 Nevers Road, 268 Nevers Road and 290 Nevers Road) has been completed. The project includes the extension of the sanitary sewer; sewer laterals were installed for each property and extended to the property lines. A sewer assessment would be subsequently levied for each property. Mr. Shaw was requesting the WPCA to set date for public hearing to present how those properties will be assessed; the property owner may choose to pay off the assessment charge up front or extend the payments over a fifteen year period at an annual interest rate of 2.6%. Mr. Shaw will notify the property owners on Nevers Road of this public hearing.

Motion was made to schedule a public hearing for the Nevers Road Sewer Assessments on Tuesday, March 7, 2017 at 6:30 p.m.

The motion was made by Mr. Patrick Soucy and seconded by Mr. Zaheer Sharaf. The motion carried unanimously.

**4. Pollution Control Budget FY 2017/2018 (Discussion)**

Included with the Agenda was a copy of the proposed Pollution Control Budget FY 2017/2018 for discussion this evening (see Exhibit B). Mr. Fred Shaw discussed the Operation and Maintenance (O&M) component of the budget which includes the debt service, capital improvements and any contributions to the

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reserve funds. The O&M budget represents a 2.7% increase over the current adopted budget and the debt service will total next year \$297,713.

Mr. Fred Shaw reported on the following projects:

**Manhole Rehab. and I&I:** this is a reserve fund that is carried in the budget each year. It increased by \$5,000 and the funds are used for the unforeseen collection system expenditures.

**Sullivan Avenue Siphon Rehab:** the Authority funded the design and construction of the Siphon. Mr. Shaw explained that there was a problem with surcharging upstream of the siphon; the siphon structure that goes underneath the Podunk River in the north side of Sullivan avenue; the pipes aren't large enough and they also have seen an increase in flow coming down Sullivan Avenue. This project will increase the size of that siphon to carry that flow and avoid the problems or the solids collecting in the siphon and also to provide a parallel relief sewer for the Sullivan Avenue sewer. The Sullivan Avenue sewer will be kept in place with all of the connections to it but a parallel sewer to the Sullivan Avenue sewer will be installed, said Mr. Shaw. This will intercept the flow coming down Hillside Drive which is located to the north of Sullivan Avenue. The plan is to carry the flow down the parallel sewer to where the Podunk River crosses underneath Sullivan Avenue and where the siphon is located. The next effort is to do the construction phase next fiscal year to complete the project because they are having problems with excess in flow, especially in the spring time where there are extraneous flow from ground water or from the surface water; and it has caused back up into at least one facility more than once on Sullivan Avenue.

Mr. Shaw explained that he went through the different design options that they considered including other pump station, and this was the most cost effective option.

In reviewing the budget, the following questions were asked:

**Item 130 – Employee Benefits:** Mr. Patrick Soucy asked why the Authority is paying state licenses for the employees (\$4,600). Mr. Shaw responded that this was a union contract negotiated item.

Mr. William Veas asked how many nitrogen credits WPCA will be selling. Mr. Fred Shaw responded that the credit is a cost per lb. of nitrogen that is removed from the flow based upon that amount that is allowed. WPCA sold \$1200 in the current year; he would not know how much they are going to be paying this year as they are now compiling all of the information to be send to the State for the last calendar year.

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**Item 221 - Operating Supplies:** Mr. Antaya asked if the Town merge their order in buying things in bulk. Mr. Shaw responded that yes, they go through the state and other agencies. They have been doing regional purchasing for a long time, even for the chemicals for the pool at the Veterans Memorial Park.

**Item 223- Uniform:** Mr. Antaya asked if the uniforms are purchased or rented. Mr. Shaw responded that the uniforms are rented; however, they are replacing some of the clothes so that they are more ARC Flash hazard compliant and protective for the people.

**Item 371- Maintenance Contracts/Sludge Transportation and Disposal:** Mr. Shaw explained that this project goes out for competitive bid and is for the collection and disposal of the liquid sludge.

**Item 375 – Recruitment & Training:** Mr. Erik Dabrowski asked what types of conferences the treatment plant employees attend to. Mr. Fred Shaw responded that most of the cost represent safety and compliance training which are OSHA requirements. In general they are some technical seminars not necessarily conferences. Mr. Shaw explained that safety training is very important; OSHA came in to the Treatment Plant this year and recommended some changes.

Mr. Fred Shaw continued with the description of the following capital projects:

**Phase IV Sewer System Improvements (Design):** Mr. Shaw explained that this represents the construction phase for this project and the WPCA share if they receive the grant for the construction phase. There is a priority list for DEEP whereby they evaluate each project and assign them a certain point value. Mr. Shaw explained that there is no guarantee that the WPCA will obtain the grant for the I/I which will help offset the cost of about 2/3 of project costs. Mr. Shaw explained that there is a need to increase sewer user charges by 2% or considering eliminating this project.

**Easement Vegetation Management:** this is phase III in the 3rd consecutive year towards clearing the sewer easements for maintenance purposes. Mr. Shaw explained that he is not funding anything for the Operating Reserve or the Replacement Reserve. In the current fiscal year, the WPCA funded \$180,000 in the Operating Reserve and about \$31,000 for the Replacement Reserve in an effort to try to reduce the impact of any changes in the sewer user bills.

Mr. Patrick Soucy asked what the Easement Vegetation Management project really entails. Mr. Shaw responded that there is twenty miles of sewer line in Town; 73 easements. The Town has been divided up into four areas. This information is available in the Town's website. This project is done by an outside contractor, but the budgetary figures were done with the help of a private contractor hired to do the initial survey.

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Mr. Michael Gantick, Director of Public Works explained that there are 73 locations; and some of these locations have four or five different properties. Is not 73 easements, is 73 separate cross county locations, said Mr. Gantick.

The budget will be further reviewed for discussion throughout the next several WPCA meetings.

**5. Closeout of Capital Projects (Approval)**

Mr. Fred Shaw distributed a list of projects that are ready to be closed out (see Exhibit C). He explained that when projects are finished, the WPCA have to go through the formal process of closing out the project; the WPCA have to approve it. Mr. Shaw explained that he had some questions that the Finance Department is looking into now on the following projects; he has not been able to completely get all the answers yet.

**2014 Bond, Dry Pit Pump Station:** Mr. Fred Shaw explained that the Finance Department shows a negative of \$31,000. Mr. Shaw doesn't understand why as this was a project that was bonded for some years ago and the referendum approved the project for funding \$1.95 million. The Town didn't spent anywhere near that amount; approximately \$1.75 million was spent for this project. The Authority is paying off the loan now, said Mr. Shaw, and therefore, he is not sure where this figure (\$31,000) came from. He has asked the Finance Department for an explanation.

**Facility Upgrade CWF loan:** Mr. Fred Shaw explained that the facility plant was upgraded about five years ago and there after the Clean Water Fund loan when into effect and now is currently been paid off. The Finance couldn't provide an explanation for the \$317,000, which they have been asked to look into.

Mr. Shaw also explained that he questioned the Finance Department figure (\$294,000) for the Evaluation Study Planning Grant. He explained that the Authority have 55% grant from the state to do a planning study to evaluate the Town's entire sewer system for inflow and infiltration strenuous flows. This was a \$600,000 project and the project was completed for the money that was budgeted. Therefore, Mr. Shaw explained that he does not know where the \$294,000 figure came from. Mr. Fred Shaw further explained that it is important to know if the figures shown by the Finance Department are wrong because they subtract from the reserve for capital. Currently WPCA has about \$1.1 million in the reserve for capital.

Mr. Shaw was seeking approval to close out the projects that were completed; and hold up any actions on the three projects that he has questions about to the Finance Department.

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Mr. Soucy asked to make a motion to discuss each project individually as he had questions in some of the projects.

Motion was made to discuss individually the closeout of capital projects.

The motion was made by Mr. Patrick Soucy and seconded by Mr. Erik Dabrowski. The motion carried unanimously.

**2014 Bond, Dry Pit Pump Station:** Mr. Fred Shaw asked to wait on taking any actions on this matter as he's waiting to hear from the Finance Department.

Motion was made to hold off on the closing of account number 44609300-00320 "2014 Bond, Dry Pit Pump Station".

The motion was made by Mr. Patrick Soucy and seconded by Mr. Erik Dabrowski; the motion carried unanimously.

Nevers Sewer Ext.: Mr. Fred Shaw explained that this was project that they extended a short length of sewer on Nevers Road. It was approved by the WPCA and money was spent for this project except \$15,000.

Motion was made to close out account number 44638300-00320 "Nevers Sewer Ext.".

The motion was made by Mr. Patrick Soucy and seconded by Mr. Erick Dabrowski.

Mr. William Vees asked where this money will go to. Mr. Shaw responded that it goes in the reserve for capital which the WPCA can transfer into one of the other reserves.

The motion carried unanimously.

Facility Upgrade CWF loan: Mr. Shaw requested to wait on any action on this matter as he's waiting to get a response from the Finance Department.

Motion was made to hold off on the close out of account number 44636300-00320 "Facility Upgrade CWF loan".

The motion was made by Mr. Donald Antaya and seconded by Mr. Patrick Soucy; the motion carried unanimously.

Design Concrete Manhole: This project has been completed and on budget, said Mr. Fred Shaw.

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Motion was made to close out account number 44640300-00320 "Design Concrete Manhole".

The motion was made by Mr. Erik Dabrowski and seconded by Mr. Patrick Soucy; the motion carried unanimously.

Concrete Pipe Forcemain: this project has been completed and on budget, said Mr. Fred Shaw.

Motion was made to close out account number 44642300-00320 "Concrete Pipe Forcemain".

The motion was made by Mr. Erik Dabrowski and seconded by Mr. Patrick Soucy; the motion carried unanimously.

Phase II Sewer Rehab: this project has been completed and on budget, said Mr. Fred Shaw.

Motion was made to close out account number 44643300-00320 "Phase II Sewer Rehab".

The motion was made by Mr. Erik Dabrowski and seconded by Mr. Patrick Soucy; the motion carried unanimously.

Vegetation Management Study: Mr. Fred Shaw explained that \$65,000 was budgeted to do the vegetation management study, however, it was done for less money.

Motion was made to close out account number 44647300-00320 "Vegetation Mgmt. Study".

The motion was made by Mr. Erik Dabrowsky and seconded by Mr. Patrick Soucy; the motion carried unanimously.

Rehab Manhole Wheeler Road/Pleasant Valley Road: This project has been completed and on budget, said Mr. Fred Shaw.

Motion was made to close out account number 44648300-00320 "Rehab Manhole Wheeler Rd./Pleasant Valley Rd.".

The motion was made by Erik Dabrowski and seconded by Mr. Patrick Soucy; the motion carried unanimously.

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Arc Flash Hazard: Mr. Fred Shaw explained that this project was \$17,000 more than what was anticipated. This was due to the additional cost for the safety training of the staff and for the preparation of the electrical safety manual.

Motion was made to close out account number 44649300-00320 "Arc Flash Hazard Assessment".

The motion was made by Mr. Patrick Soucy and seconded by Mr. Zaheer Sharaf; the motion carried unanimously.

Locker Room Improvements: Mr. Fred Shaw explained that this figure (\$52,000) was a figure approved by the WPCA. There was additional change orders for the redesign of the men's locker room facility at the treatment plant.

Motion was made to close out account number 44650300-00320 "Locker Room Improvements".

The motion was made by Mr. Donald Antaya and seconded by Ms. Carol Fletterick.

Mr. Patrick Soucy asked why \$52,000 was spent on lockers for the eleven employees at the treatment plant. Mr. Fred Shaw responded that the locker room facilities were part of the treatment plant upgrade project. At the time that the locker room facilities were constructed it was determined that there was a problem with the way the men's locker rooms was set up. Therefore, the men's locker rooms needed to be redesigned as the orientation of the lockers and the benches made it very difficult for the staff as they were bumping to each other and it was a very uncomfortable situation.

The motion carried with one opposed (Mr. Patrick Soucy).

Flood Control Barrier: Mr. Fred Shaw explained that the purpose of this was to provide a better means to control the flood water at the treatment plant. He explained that years ago there was this gap near the front gates; they had a plan to put in railroad ties and sand bags and there was a lot of effort in constructing that. However, there was a simpler technology to allow to stretch out very quickly a synthetic barrier that as the flood waters come in they increase the barrier to give the protection that is needed. In terms of cost and the times that it needs to be done which also involved other public works people to help, this made sense to do. The WPCA agreed and money was appropriated for that purpose. The project is completed.

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Motion was made to close out account number 44653300-00320 "Flood Control Barrier".

The motion was made by Mr. Erik Dabrowski and seconded by Mr. Patrick Soucy; the motion carried unanimously.

Force Main Benedict Drive: Mr. Fred Shaw explained that this was the unanticipated break of the force main outside the station last year. This was a complex project, said Mr. Shaw; it took 3 to 4 days to repair the main. The project cost was \$89,000, most of which was covered by the insurance except for the Town's deductible (\$12,000).

Motion was made close out account number 44656300-00320 "Force Main Benedict Drive".

The motion was made by Mr. Patrick Soucy and seconded by Mr. Donald Antaya; the motion carried unanimously.

**Evaluation Study Planning Grant:** Mr. Fred Shaw is waiting for an explanation from the Finance Department.

Motion was made to hold off in the closing of account number 44697300-00320 "Evaluation Study planning grant".

The motion was made by Mr. Patrick Soucy and seconded by Mr. Erik Dabrowski; the motion carried unanimously.

**6. Account 300985 (Removal from Residential Billing List)**

Mr. Fred Shaw was seeking approval to remove this account from the billing list as this was not an actual connection to the sewer; it was miscoded when entered into the system. Mr. Shaw explained that this was a repair to a lateral and therefore not a new sewer connection.

Motion was made to remove account 300985 from the residential billing list.

Motion was made by Mr. Patrick Soucy and seconded by Mr. Erik Dabrowski; the motion carried unanimously.

**7. Account 300984 (Transfer from Residential to Commercial Billing List)**

Mr. Fred Shaw reported that about six months ago, a permit was taken out for this property, to connect to the sewer as a residence. The contractor that came in made the application for it as a residence but it turned out to be a commercial use of the property. The property owner paid the residential connection charge when

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in fact this was a commercial use of the property. The property owner has been informed that he needs to pay the difference between the commercial connection charge and the residential connection charge.

Motion was made to transfer account 300984 from the residential to the commercial billing list.

Motion was made by Mr. Patrick Soucy and seconded by Mr. Erik Dabrowski; the motion carried unanimously.

**D. COMMUNICATIONS AND REPORTS**

**1. Phase IV I/I Rehabilitation Improvements**

Mr. Fred Shaw reported that they are in the design phase of this project; they have completed the boring test adjacent to Sullivan Avenue. It has to go to DEEP for review.

**E. PUBLIC PARTICIPATION (Items not on the agenda)**

Mr. Michael Gantick, Director of Public Works was in attendance this evening.

**F. BILLS, CHANGE ORDERS, DISBURSEMENTS**

None

**G. UNFINISHED BUSINESS**

**1. Collection Agency Services (Review RFPs and Approve Action Plan)**

Included with the Agenda was a copy of the agreement provided by Taxserv Capital Services, LLC. (see Exhibit D). The Town Attorney is in the process of reviewing the agreement. Mr. Shaw asked members of the WPCA for any comments or questions on the agreement; he will forward those comments or questions to the Town Attorney for discussion at the next WPCA meeting. Chairman Aries asked members of the WPCA to email any comments or questions to Mr. Fred Shaw.

**2. 35 Pheasant Way**

Mr. Patrick Soucy explained that at the last WPCA meeting the discount program was discussed and Mr. Fred Shaw explained that the resident came to the town hall and said he didn't qualified for the discount anymore. At that time, Mr. Shaw said that an SOP was going to be in place for the discount program. Mr. Soucy asked if the SOP has been done yet. Mr. Fred Shaw responded that is hasn't been done yet, but there will be an SOP. Mr. Shaw explained that he obtains the

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updated information from Assessor's office as to whom is eligible to obtain the discount; and they also update the record as far as people who have died or moved on. In this case, the Assessor's office forgot to notify him, said Mr. Shaw and he didn't know about that until after the fact. The plan is that in August when the Assessor's office begins the process to update the new information Pollution Control staff will inquiry as to whether the list was updated for change of ownership or deaths.

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

None

**I. ADJOURNMENT**

Motion was made to adjourn the meeting at 8:55 p.m.

The motion was made by Mr. William Vees and seconded by Mr. Donald Antaya.  
The motion carried unanimously.

Respectfully Submitted,

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Ether A. Diaz, Recording Secretary

January 18, 2017

Town of South Windsor  
Water Pollution Control Authority  
1540 Sullivan Ave  
South Windsor, CT, CT 06074

Re: Sewer Connection Request  
175 Oakland Road  
Berry Patch III, LLC  
115 and 195 Oakland Road  
South Windsor, CT

Dear Commissioner,

On behalf of the Applicant, Berry Patch III, LLC, I submit the attached application and accompanying site plans as a formal request for a sewer service approval for a 78 unit multiple family development to be located at 115/195 Oakland Road to be known as The Village at Berry Patch. The Village at Berry Patch ("the Village"), a 78-unit residential rental community on 9.8 acres is situated on the southerly side of Oakland Road (State Route 30), the Village is adjacent to Berry Patch I & II; two successful affordable senior housing communities completed by the Applicant in 2004 and 2006

The Village will consist of 42 one-bedroom and 36 two-bedroom units in ten (10), two (2) story buildings. In totality, 114 new bedrooms are proposed. It is estimated that an additional 17,100 gallons per day will be added to the Towns existing sewer system. This estimated is based upon a sewage generation of 150 gallons per day per bedroom.

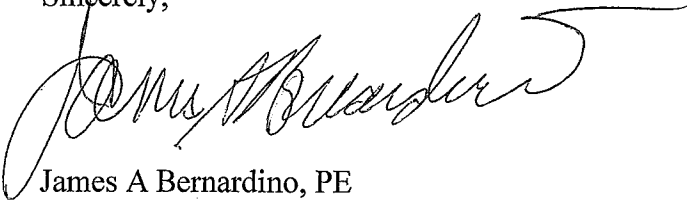
The project proposes one new connection point to the Town's 18" sewer main within Oakland Road as well as a connection to an existing 6" lateral which currently services 195 Oakland Road. Building #1 of the project houses 4 - one bedroom units (600 gpd) and is proposed to connect to the existing sewer service of 195 Oakland Road.

A second connection point to the existing 18" sewer main is proposed and will service the remaining portion of the site. An eight 8" pvc gravity sewer line, at a slope of 2.0%, will connect to the existing manhole within Oakland Road at the northern limit of the project and extends to a proposed manhole located within the limits of the development area. Twelve - one bedroom units (1800 gpd) are proposed to connect to this portion of the sewer by a 6 gravity lateral. The remaining units on the site will be conveyed by gravity to a proposed pump station onsite that will be located within the south western portion of the development. The force main discharge from the pump station will convey and discharge sewerage to the proposed a sewer manhole where it will then flow by gravity to the second connection point noted above.

I ask that you please schedule at your first available meeting so that we may present the proejt you your for your review and consideration.

Should you have any questions, or require any additional information, please call me at 860-291-877 or email me at [jbernardino@dpinc.co](mailto:jbernardino@dpinc.co).

Sincerely,

A handwritten signature in black ink, appearing to read "James A. Bernardino". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

James A Bernardino, PE  
Director of Engineering

Cc: Berry Patch III, LLC

PROGRAM	Public Works – Pollution Control	DIVISION # 3252
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***Program Explanation:***

The Pollution Control Division of the Public Works Department is responsible for the collection, treatment, and discharge of wastewater. Activities include wastewater treatment, sludge disposal, laboratory analysis, sewer line and pump station maintenance. Program authorization is in accordance with Town Ordinances No. 50, No. 95, No. 102, and as amended by Ordinances No. 73, No. 70, No. 67, and No. 63; and as authorized under the Rules and Regulations promulgated by the Water Pollution Control Authority pursuant to authority conferred by Chapter 103 of the General Statutes, Revision of 1958, as amended and supplemented.

***Budget Change Commentary:*** *Wages and benefit costs have been reallocated to Parks and Recreation Department for technical services for the operation and maintenance of the Veteran's Memorial Park Swimming Pool.*

***Program Objectives and Goals FY 2018:***

- Clean 30 miles of sewer lines
- Implement Grant funded program for the design and construction of Phase IV Sanitary Sewer Improvements I/I Remove and pipe rehabilitation
- Complete construction of Sullivan Avenue Siphon Improvements
- Implement Phase III, Area 1, and Phase II Area 2 Sewer and Phase I Area 3 Easement Vegetation Control Plan.

***Program Accomplishments FY 2017:***

- Significant improvements in wastewater treatment to remove nitrogen will likely result in the Town selling rather than buying nitrogen credits
- Rehabilitated 3,100 linear feet of truss pipe
- Implemented Phase I I, Area 1 and Phase I Area 2 of Sanitary Sewer Easement Vegetation Control Plan
- Completed Electrical Safety Manual
- Awarded Clean Water Fund Loan to remove/repair sources of inflow/infiltration of water into sewer system
- Increase reserve capacity of Avery Street sewer main
- Extended Nevers Road sewer main
- Completed Design for Sullivan Avenue inverted siphon improvements
- Implemented Second Year Program for Sewer User Charge Discount Program for Elderly and Totally Disadvantaged citizens.

2015-2016			2016-2017			Position Title			2017-2018		
Positions	FTE		Positions	FTE					Positions	FTE	
1	.80		1	.80		Superintendent			1	0.80	
1	1.00		1	1.00		Plant Supervisor			1	1.0	
1	1.0		1	1.0		Chief Mechanic			1	1.0	
1	1.0		2	1.0		t Mechanic			2	1.0	
1	1.0		1	1.0		Laboratory Analyst			1	1.0	
1	1.0		1	1.0		Pollution Control Technician IV			1	1.0	
2	1.0		2	1.0		Pollution Control Technician III			2	1.0	
2	1.0		2	1.0		Pollution Control Technician II			2	1.0	
1	1.0		1	1.0		Pollution Control Technician I			1	1.0	
2	0.75		1	0.75		Pollution Control Technician I			1	0.75	
1	0.25		1	0.25		Administrative Secretary			1	0.25	

Performance Data		Actual 2013-2014	Actual 2014-2015	Actual 2015-2016	Estimated 2016-2017	Anticipated 2017-2018
Wastewater Treated (million gallons)		909	920	817	875	900
Average Daily Effluent Suspended Solids (mg/l)		4	4	6	4	5
Average Daily Effluent Biochemical Oxygen Demand (mg/l)		3	3	5	4	5
Average Daily Effluent Total Nitrogen (lbs.)		106	106	102	95	95
Maintenance per Million Gallons of Wastewater Treated (hrs.)		8.4	8.6	8.5	9.3	9.4
Number of Emergency Call-outs or Alarms		117	94	106	100	90
Miles of Sewer Line Cleaned		2..5	10	10	306	30

# FY 2018 Budget

Expenditure Classification	2016 Adopted	2016 Actual	2017 Adopted	2017 Year to Date	2017 ETC	2017 Projected EAC	2017 Delta	2018 Department Request	2018 Delta
<b>Personal Services</b>									
110 Full-time Salaries	789,131	755,466	938,724	484,592	385,618	870,210	-68,514	962,908	24,184
111 Overtime	40,211	93,102	50,324	56,377	10,000	66,377	16,053	51,969	1,645
112 Longevity	1,820	1,300	700	875	945	1,820	1,120	0	-700
113 Part-time Salaries	0	0	0	0	0	0	0	0	0
130 Employee Benefits	536,035	502,219	502,289	407,016	105,679	512,695	10,406	544,762	42,473
<b>Subtotal:</b>	<b>1,367,197</b>	<b>1,352,087</b>	<b>1,492,037</b>	<b>948,860</b>	<b>502,242</b>	<b>1,451,102</b>	<b>-40,935</b>	<b>1,559,639</b>	<b>67,602</b>
<b>Materials &amp; Expenses</b>									
210 Office Supplies	1,000	1,230	1,300	1,500	200	1,700	400	1,600	300
221 Operating Materials	78,000	70,893	78,000	75,796	5,000	80,796	2,796	84,000	6,000
222 Motor Vehicle Supplies	22,840	8,435	24,000	6,200	18,000	24,200	200	24,620	620
223 Uniforms & Clothing	7,898	15,841	14,250	7,100	6,000	13,100	-1,150	15,750	1,500
228 Small Tools	0	0	0	0	0	0	0	0	0
232 Equipment Repair	54,150	129,056	60,000	121,212	25,000	146,212	86,212	65,000	5,000
<b>Subtotal:</b>	<b>163,688</b>	<b>225,455</b>	<b>177,550</b>	<b>211,808</b>	<b>54,200</b>	<b>266,008</b>	<b>88,458</b>	<b>190,970</b>	<b>13,420</b>
<b>Contractual Services</b>									
310 Advertising	0	1,646	0	934	0	934	934	0	0
320 Professional	172,663	177,074	155,999	93,034	62,965	155,999	0	155,999	0
330 Rentals & Leases	17,520	15,508	17,970	11,804	8,166	19,970	2,000	26,020	8,050
350 Printing	0	0	0	0	0	0	0	0	0
360 Utilities	515,550	415,613	491,450	247,382	244,068	491,450	0	491,450	0
371 Maintenance Contracts	424,200	463,735	496,080	203,339	288,561	491,900	-4,180	499,475	3,395
373 Repair Maintenance Equipment	15,200	14,752	19,000	15,255	3,495	18,750	-250	19,000	0
374 Fees & Memberships	1,395	425	1,520	200	1,320	1,520	0	1,520	0
375 Recruitment & Training	13,200	14,686	26,500	6,100	20,396	26,496	-4	25,300	-1,200
390 Other Purchase Services	299,500	219,787	296,500	58,900	237,611	296,500	0	296,500	0
393 Internal Service Charge	37,240	37,240	37,240	37,240	0	37,240	0	37,240	0
<b>Subtotal:</b>	<b>1,496,468</b>	<b>1,360,466</b>	<b>1,542,259</b>	<b>674,188</b>	<b>866,582</b>	<b>1,540,759</b>	<b>-1,500</b>	<b>1,552,504</b>	<b>10,245</b>
<b>Capital Outlay</b>									
430 Capital Projects	162,000	150,230	45,000	62,000	13,750	75,750	30,750	37,000	-8,000
441 Office Equipment	0	6,574	0	0	0	0	0	0	0
442 Department Equipment	10,000	150	41,600	0	0	0	-41,600	50,000	8,400
<b>Subtotal:</b>	<b>172,000</b>	<b>156,954</b>	<b>86,600</b>	<b>62,000</b>	<b>13,750</b>	<b>75,750</b>	<b>-10,850</b>	<b>87,000</b>	<b>400</b>
<b>Department Total:</b>	<b>3,199,353</b>	<b>3,094,962</b>	<b>3,298,446</b>	<b>1,896,856</b>	<b>1,436,774</b>	<b>3,333,619</b>	<b>35,173</b>	<b>3,390,113</b>	<b>91,667</b>

**ACTIVITY  
PUBLIC WORKS**

**SEWAGE TREATMENT  
AND DISPOSAL**

**ACCOUNT NO.  
1337-3252**

<b>BUREAU OF POLLUTION CONTROL STATEMENT OF ACTUAL AND ESTIMATED REVENUES</b>				
<u>Sources of Revenue</u>	<u>Actual 2016/2017</u>	<u>Estimated 2016/2017</u>	<u>Total 2016/2017</u>	<u>Estimated 2017/2018</u>
Sewer User Charges	3,288,343	1,161,606	4,449,949	4,538,948
Industrial Surcharges	0		0	0
Septic Dumping Fees	5,479	5,521	11,000	12,000
Subtotal	<b>3,293,822</b>	<b>1,167,127</b>	<b>4,460,949</b>	<b>4,550,948</b>
Permit Fees	3,044	1,056	4,100	4,000
Assessments	57,823	0	57,823	16,350
Interest & Lien Fees	81,372	82,000	163,372	160,000
Connection Charges	64,350	55,650	120,000	120,000
Grant Reimbursement/Loan	0	0	0	27,450
Transfer from Reserve for Capital Projects	0	0	0	106,531
Gen. Gov. Sundry	0	0	0	0
Cancel Pr. Year Encumbrances	0	20,000	20,000	20,000
Internal Services	0	28,350	28,350	28,350
Investment Interest Earnings	53	50	103	100
Subtotal	<u>206,642</u>	<u>187,106</u>	<u>393,748</u>	<u>482,781</u>
<b>Total</b>	<b>3,500,464</b>	<b>1,354,233</b>	<b>4,854,697</b>	<b>5,033,729</b>

# Proposed FY 2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
In FY2017, approximately 800 tons of sludge will be processed and transported to the Hartford Metropolitan District for disposal. This activity has a manpower requirement of 1500 hours.		
<u>Pump Stations</u>		
The Bureau maintains twelve pump stations. This inspection and maintenance activity has an annual manpower requirement of 3500 hours.		
<u>Sewer Line Cleaning</u>		
The collection system is available to 90% of the Town and extends approximately 140 miles. It services more than 8000 residential units and more than 400 industrial/commercial users. This activity involves the routine monthly cleaning of trouble areas and the removal of blockages. It also includes cleaning and inspection of manholes and approximately 40 miles of line per year. The manpower requirements for these activities are 5600 hours.		
<u>Stand-by Compensation</u>		
Operator on stand-by for response to emergencies. (\$250 per week)		\$ 13,000
		\$ 1,041,907
<b>111 - OVERTIME</b>		
<u>Weekend and Holiday Plant Inspection</u>		
(plant operations, record flows and data, inspect equipment, preventive maintenance, etc.)		
13 holidays x 4 hrs. x 2 workers x 2.0 x 33.55		\$ 6,978
39 Weeks x 2hrs. X 2 workers x 1.75 x 33.55		\$ 9,159
<u>Alarms and Call Before You Dig (CBYD) Callouts</u>		
Historical records show that the department responds to approximately 90 alarms per year.		
90 alarms/yr. X 4 hrs. x 2 workers x 1.5 x 33.55		\$ 36,234
<u>Line Blockages</u>		
2 events/yr. X 3 workers x 4 hrs. x 1.5 x 33.55		\$ 1,208

# Proposed FY 2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
112 - LONGEVITY	Plant and Pump Station Repairs 75 hrs. x 2 workers x 1.5 x 33.55	\$ 7,549
		\$ 51,969
114 - TEMPORARY HELP	Temporary Help	\$ -
		\$ -
130 - EMPLOYEE BENEFITS	FICA	\$ 78,177
	BC/BS	\$ 253,031
	Dearborn Life	\$ 7,848
	LTD	\$ 1,771
	STD	\$ 261
	W/C	\$ 46,344
	IMCA	\$ 52,853
	Aetna Pension	\$ 125,798
	CDL License	\$ 2,500
	State Licenses	\$ 4,600
	Less Allowance for Refuse and VMP (\$28,421)	\$ 544,762

# FY 2017/2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
<b>200 MATERIALS AND SUPPLIES</b>		
<b>210 - OFFICE SUPPLIES</b>		
	Paper, pens, fax and printer cartridges	\$ 1,600
<b>221 - OPERATING SUPPLIES</b>		
221.1	Plant Supplies	\$ 1,000
221.2	Publications	\$ -
221.3	Shop Supplies	\$ 4,000
221.4	Signs	\$ 250
221.5	Emergency	\$ 1,500
221.6	Custodial Supplies	\$ 3,500
221.7	Line Cleaning Supplies	\$ 12,000
221.8	Safety Supplies	\$ 4,000
221.9	Chemicals	\$ 25,000
221.10	Building Supplies	\$ 1,750
221.11	Plumbing Supplies	\$ 2,000
221.12	Laboratory Supplies	\$ 17,000
221.13	Hardware Supplies	\$ 3,500
221.14	Sludge Disposal	\$ 2,000
221.15	Lubricants	\$ 3,000
221.16	Electrical Supplies	\$ 3,500
		\$ 84,000
<b>222 - MOTOR VEHICLE SUPPLIES</b>		
		\$ 24,620

# FY 2017/2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
Assumptions: Gasoline \$2.80 gal., Diesel \$ 2.90 gal.		
	<u>Equipment No.</u>	<u>Usage (gallons)</u>
	Diesel Generators - Pump Stations	
	81SW - 1997 Ford F-250	600
	82SW - 2014 Ford E-350 Camera Truck	400
	83SW - 2005 F450 Utility Truck	500
	84SW - 1995 Ford LN9000 Vacuum Truck	800
	80SW - 2009 Ford Explorer	300
	86SW - 2008 Combination Truck	300
	87SW - 2014 Ford F-350 Utility Truck	1500
	Pumps/Misc Equipment	400
		100
		\$ 1,740
		\$ 1,120
		\$ 1,400
		\$ 2,240
		\$ 870
		\$ 840
		\$ 4,350
		\$ 1,120
		\$ 290
		\$ 13,970
Repair Parts		
	Portable Equipment	
	80SW - 2009 Ford Explorer	1,200
	81SW - 1997 Ford F-250	500
	82SW - 2014 Ford E-350 Camera Truck	750
	83SW - 2005 F450 Utility Truck	500
	84SW - 1995 Ford LN9000 Vacuum Truck	1,200
	86SW - 2008 Combination Truck	1,500
	87SW - 2014 Ford F-350 Utility Truck	4,500
		500
		\$ 10,650
223 - UNIFORMS		
	Uniform rental program - 12 employees	
	Safety Shoes	\$ 10,000
	New/Replacement Clothes	\$ 3,250
		\$ 2,500
		\$ 15,750
232 - EQUIPMENT REPAIR		
	Materials for repair & maintenance of Treatment Plant equipment and pump stations:	
	Plant Equipment	\$ 40,000
	Pump Station Equipment	\$ 25,000

# FY 2017/2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
		\$ 65,000

# Proposed FY 2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
<b>300 - CONTRACTUAL SERVICES</b>		
310 - Advertising/Printing	Advertisements	\$ 1,552,504
		\$ -
<b>320 - PROFESSIONAL</b>		
	JobCal Support	\$ 900
	Rockwell Support	\$ 2,000
	Debt Mgt.	\$ 2,000
	Water Consumption Reports	\$ 1,200
	Insurance Premiums	\$ 132,599
	NPDES Compliance Testing	\$ 14,000
	NPDES Permit	\$ 2,300
	Random Drug Testing and Innoculations	\$ 1,000
		\$ 155,999
<b>330 - RENTAL &amp; LEASES</b>		
	Cell Phone Services	\$ 19,500
	Replacement Cell Phones (4)	\$ 1,600
	SCADA Line Equipment Rental	\$ 3,000
	Copier	\$ 1,920
		\$ 26,020
<b>360 - UTILITIES</b>		
	360.1 Electricity FY 2016 Estimate	\$ 329,500
	Plant and UV System	
	<u>Pump Stations</u>	
	Avery	\$ 4,000
	Barrington	\$ 2,500
	Benedict	\$ 30,000
	Clark	\$ 44,750

# Proposed FY 2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
	Ellington	\$ 2,900
	Pleasant Valley	\$ 9,400
	Quarry Brook	\$ 3,100
	Route 5	\$ 2,600
	Rye	\$ 3,600
	Scantic I	\$ 2,100
	Scantic II	\$ 3,100
		\$ 437,550
	360.2 Fuel	\$
	15000 gallons fuel oil at \$ 2.90 gal.	\$ 43,500
	360.3 Telephone	\$ 4,800
	360.4 Water	
	Treatment Plant	\$ 5,000
	Clark Sreet Pump Station	\$ 600
		\$ 491,450
371 - MAINTENANCE CONTRACTS		
	Treatment Plant Pest Control	\$ 1,380
	Container Rental and Trash Collection at the Treatment Plant:	\$ 4,000
	Sludge Transportation and Disposal	\$ 338,000
	Grit Transportation and Disposal	\$ 15,000
	Custodial Building Maintenance at Treatment Plant	\$ 18,000
	Treatment Plant and Pump Station Grounds Maintenance	\$ 10,600
	Stormwater Testing	\$ 5,275
	Power Center and ATS Service Contract	\$ 15,000
	SCADA Maintenance	\$ 24,000
	Fire Alarm System Maintenance	\$ 2,800
	HACH Analyzer Maintenance	\$ 14,000
	HVAC Trane Control System Service Contract	\$ 2,800
	HVAC Mechanical System Maintenance at Treatment Plant	\$ 45,000
	Controls/PLC Service Contract	\$ 5,000

# Proposed FY 2018 Budget

CODE NO. & OBJECT DESCRIPTION	PROGRAM	COST
<b>373 - REPAIR MAINTENANCE EQUIPMENT</b>		
	Service calls	\$ 4,500
	Hoist Certification	\$ 4,000
	Fire Extinguisher Testing and Certifications	\$ 1,000
	Retrieval and Fall Protection Certification	\$ 1,750
	Backflow Preventer Certifications	\$ 750
	Boiler Certifications	\$ 3,000
	Equipment Calibrations/Certifications	\$ 4,000
		\$ 19,000
<b>374 - FEES &amp; MEMBERSHIPS</b>		
	Water Environment Federation	\$ 1,050
	Annual Meetings	\$ 250
	C.W.P.A.A.	\$ 220
		\$ 1,520
<b>375 - RECRUITMENT &amp; TRAINING</b>		
	Training materials, technical seminars and conferences	\$ 18,000
	DEEP Licensing Exams	\$ 1,200
	NASSCO	\$ 3,600
	Safety and Compliance Training	\$ 2,500
		\$ 25,300
<b>390 - OTHER PURCHASE SERVICES</b>		
	Vernon Sanitary Sewer Service (469 Units)	\$ 240,000
	MDC Sanitary Sewer Service	\$ 12,000
	Manchester Sanitary Sewer Service 85 units	\$ 44,500
		\$ 296,500
<b>393 - INTERNAL SERVICE CHARGE</b>		
	Sewer billing, collection, and engineering inspections	\$ 37,240

[illegible]

**ACTIVITY  
PUBLIC WORKS**

**SEWAGE TREATMENT  
AND DISPOSAL**

**ACCOUNT NO.  
1337-3252**

DEBT SERVICE - PRINCIPAL & INTEREST

Department  
Request

Manager  
Proposed

Council  
Approved

State Grant UV System:

Principal  
Interest

33,831  
14,283  
48,114

Subtotal  
Pleasant Val. Pump Station Upgrade

Principal  
Interest

16,749  
7,472  
24,221

Subtotal  
Submersible Pump Station Upgrade

Principal  
Interest

66,309  
27,994  
94,303

Subtotal

Dry Pit Pump Station Upgrades

Principal  
Interest

70,000  
61,075  
131,075

Subtotal

Total Debt Service

297,713

CAPITAL IMPROVEMENTS

TREATMENT SYSTEM:

0

COLLECTION SYSTEM:

Manhole Rehab., I/I Removal (Reserve for Capital Projects)  
Sullivan Avenue Siphon Rehab  
Phase IV Sewer System Improvements (Design)  
Easement Vegetation Management

60,000  
510,000  
506,378  
268,625

**ACTIVITY  
PUBLIC WORKS**

TOTAL CAPITAL IMPROVEMENTS:

**SEWAGE TREATMENT  
AND DISPOSAL**

1,345,003

**ACCOUNT NO.  
1337-3252**

ACTIVITY  
PUBLIC WORKS

SEWAGE TREATMENT  
AND DISPOSAL

ACCOUNT NO.  
1337-3252

CONTRIBUTIONS TO RESERVE FUNDS

Operating Reserve  
Replacement Reserve

0  
0

Total

**FUNCTION  
GENERAL GOVERNMENT**

**TOWN OF SOUTH WINDSOR  
WATER POLLUTION CONTROL AUTHORITY  
BOARDS AND COMMISSIONS**

**ACCOUNT NO: 1112-1129**

EXPENDITURE CLASSIFICATION	2015-2016 ACTUAL	2016-2017 ADOPTED	2016-2017 ACTUAL	2015,562,017 ESTIMATED	2016-2017 TOTAL	2017-2018 DEPARTMENT REQUEST	2017-2018 WPCA PROPOSED
<b>PERSONAL SERVICES</b>							
110 FULL TIME SALARIES	-	-	-	-	-	-	-
<b>SUBTOTAL:</b>	-	-	-	-	-	-	-
<b>MATERIALS &amp; EXPENSES</b>							
210 OFFICE SUPPLIES	50	50	-	50	50	50	
<b>SUBTOTAL:</b>	50	50	-	50	50	50	-
<b>CONTRACTUAL SERVICES</b>							
310 ADVERTISING	1,012	850	-	850	850	850	
320 PROFESSIONAL	-	-	-	-	-	-	
350 PRINTING	-	-	-	-	-	-	
<b>SUBTOTAL:</b>	1,012	850	-	850	850	850	-
<b>CAPITAL OUTLAY</b>							
430 Capital Projects	-	-	-	-	-	-	
441 Office Equipment	-	-	-	-	-	-	
<b>SUBTOTAL</b>	-	-	-	-	-	-	-
<b>DEPARTMENT TOTAL:</b>	1,062	900	-	900	900	900	-

374

# Memorandum

**TO:** Water Pollution Control Authority

**FROM:** C. Fred Shaw, Superintendent of Pollution Control

**RE:** Closeout of Capital Projects

**DATE:** February 7, 2017

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Listed in the following are those completed capital projects which now must be closed out.

<u>Account Number</u>	<u>Project Title</u>	<u>Running Balance</u>
44609300-00320	2014 Bond, Dry Pit Pump Station	(31,171.00)
44638300-00320	Nevers Sewer Ext.	15,992.50
44636300-00320	Facility upgrade CWF loan	(317,300.42)
44640300-00320	Design Concrete Manhole	0
44642300-00320	Concrete Pipe Forcemain	0
44643300-00320	Phase II Sewer Rehab	0.38
44647300-00320	Vegetation Mgmt. Study	48,600.00
44648300-00320	Rehab Manhole Wheeler Rd./Pleasant Valley Rd.	0.18
44649300-00320	Arc Flash Hazard Assessment	(17,366.38)
44650300-00320	Locker Room Improvements	(3,324.27)
44653300-00320	Flood Control Barrier	0.50
44656300-00320	Force Main Benedict Drive	(12,068.65)
44697300-00320	Evaluation Study planning grant	(294,636.16)

## AGREEMENT FOR PROFESSIONAL SERVICES

 **DRAFT**

by and between

TOWN OF SOUTH WINDSOR, CT

and

TAXSERV CAPITAL SERVICES, LLC

*Collection of Delinquent Taxes & Other Receivables*

This Agreement for Professional Services ("Agreement") is dated as of this \_\_\_\_ day of January 2017, by and between the Town of South Windsor, a municipal Corporation having its territorial limits within the County of Hartford, acting herein by Matthew B. Galligan, its Town Manager, duly authorized, hereinafter referred to as the "Town", and TaxServ Capital Services, LLC, acting herein by Roger Blain, its President, duly authorized, hereinafter referred to as the "Contractor". The Town and Contractor are together referred to herein as the Parties.

WHEREAS, the Town has issued a Request for Proposal for Collection Agency Services (the "RFP"), a copy of which, along with any addenda, is attached as Exhibit A;

WHEREAS, the Contractor submitted a proposal to the Town dated September 30, 2016 (the "Proposal"), a copy of which is attached as Exhibit B;

WHEREAS, the Town has selected the Contractor to perform the Work (as defined in Section 2 below); and

WHEREAS, the Town and the Contractor desire to enter into a formal contract for the performance of the Work.

NOW THEREFORE, in consideration of the recitals set forth above and the Parties mutual promises and obligations contained below, the Parties do mutually covenant and agree as follows:

1. AGREEMENT INCLUSION

This Agreement includes the RFP (attached as Exhibit A) and the Contractor's Proposal (attached as Exhibit B) which are made a part hereof. In the event of a conflict or inconsistency between or among this Agreement, the RFP shall have the highest priority, and the Proposal, the second highest priority.

2. WORK

The Contractor agrees to comply with all terms and conditions set forth in this Agreement and in all its Exhibits (the "Work").

- 1.1 The receivables to be assigned at the commencement of this Agreement to Contractor are delinquent sewer usage bills as described on Exhibit C hereof ("Original Delinquent Bills").
- 1.2 Town may assign additional sewer usage bills to Contractor for collection during the term of this Agreement ("Additional Delinquent Bills"). The Original Delinquent Bills and Additional Delinquent Bills are defined as Bills ("Bills").
- 1.3 Contractor shall assist the Town in the collection of delinquent Bills 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 Bills. In conjunction with and, only upon the receipt of advanced, written authorization from the Town, the Contractor may hire counsel (to be approved or designated by the Town) to bring suit on delinquent accounts.

3. TERM OF AGREEMENT

The term of this Agreement shall be three (3) years, from the date noted above, and may, upon the written agreement of the Parties, be extended for three (3) additional one-year terms.

4. COMPENSATION

Total compensation to Contractor under this Agreement shall be a collection agency fee of fifteen percent (15.0%) of the amount collected from Bills 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 taxpayer as permitted by CGS 36a-805, payable in accordance with the Collection Fee Schedule attached hereto as Exhibit D ("Collection Fee Schedule").

The Contractor shall prepare and submit invoices and such supporting documentation for services provided as required by the Town. Remittance of collections will be made by Contractor to Town every Friday for amounts collected in the previous week.

5. MANAGEMENT

This Agreement will be managed for the Town by the Tax Collector 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.

6. 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.

7. 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.

8. 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:

- 8.1 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.
- 8.2 Workers' Compensation in accordance with Connecticut General Statutes
- 8.3 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
- 8.4 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.
- 8.5 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.
- 8.6 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.)
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.

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 does 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

In the event that the Town determines, in its reasonable judgment, the Contractor to be in non-conformance 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.

### 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 Work described in Section 2 of this Agreement; and the Town's obligation, as described in Section 4, Compensation, of this Agreement, to pay for such Work.

### 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. Provided that the Town shall give TaxServ and TaxServ shall give the Town thirty (30) calendar days prior written notice and an opportunity to cure by the end of said thirty (30) day period.

### 11.3 Payment upon Termination; Return of Tax Bills and Receivables

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, and the Contractor shall return to the Town all the tax bills and related receivables not yet collected 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 Town Manager, subject to any authorizations required by the Town.

The Town and the Contractor may require changes in the Work 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 Work 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 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:
- |                                    |                                |
|------------------------------------|--------------------------------|
| <u>As to the Town:</u>             | <u>As to the Contractor:</u>   |
| C. Fred Shaw, Superintendent       | Roger Blain, President         |
| Town of South Windsor WPCA         | TaxServ Capital Services, LLC  |
| 1540 Sullivan Avenue               | 21 Oak St, Suite 310           |
| South Windsor, CT 06074            | Hartford, CT 06106             |
| Phone: (860) 644-2511              | Phone: (866) 716-1100 ext. 227 |
| E-mail: fred.shaw@southwindsor.org | E-mail: rblain@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 the 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. 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).

30. 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. This Agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same Agreement, and shall become binding when one or more counterparts have been executed by each of the Parties hereto and delivered (including delivery by fax) to each of the Parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS THEREOF, the TOWN OF SOUTH WINDSOR and TAXSERV CAPITAL SERVICES, LLC have executed this Agreement for Professional Services on this \_\_\_\_ day of January 2017.

WITNESS:

**TOWN OF SOUTH WINDSOR**

\_\_\_\_\_

\_\_\_\_\_  
By: Matthew B. Galligan  
Its: Town Manager

\_\_\_\_\_  
Print Name

WITNESS:

**TAXSERV CAPITAL SERVICES, LLC**

\_\_\_\_\_

\_\_\_\_\_  
By: Roger Blain  
Its: President

\_\_\_\_\_  
Print Name

EXHIBIT A

RFP FOR COLLECTION AGENCY SERVICES

EXHIBIT B

PROPOSAL OF TAXSERV CAPITAL SERVICES, LLC

## EXHIBIT C

### Original Delinquent Bills

The following is a summary total listing of the Original Delinquent Bills placed with Contractor.

#### TOWN OF SOUTH WINDSOR

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

# EXHIBIT D

Contractor Collection Fee Schedule Town of South Windsor, CT	
Fee & Cost Component	Fee Rate
<b>Collection Agency Fee</b>	A Collection Agency Fee of fifteen percent (15.0%) of the amount collected from Bills 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 Bills 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 taxpayer as permitted by and CGS 36(a)800 et seq. In this way, the collection agency fee has no impact on the amount of receivables due to the Town. The Collection Agency Fee shall be calculated by multiplying the amount collected (excluding authorized Reimbursable Expenses) by a factor a 13.0435% (0.130435). 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).
<b>Reimbursable Expenses</b>	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.