

MISSION STATEMENT

The Board of Selectmen, acting as stewards of the Town and agents of the people, will provide services that promote safety; an affordable healthy living environment; and through effective land use and town resources, an economic base that creates jobs and tax assistance to the community while preserving our rural historic character.

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING (VIRTUAL)

Board of Selectmen Regular Meeting

February 2, 2023, 7:00 PM (America/New York)

Please join my meeting from your computer, tablet or smartphone.

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Access Code: 173-635-605

United States: [+1 \(571\) 317-3122](tel:+15713173122)

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Thursday, February 2, 2023

7:00 p.m.

AGENDA

Time Guideline

- | | | |
|-----------|----|---|
| 7:00 p.m. | 1. | CALL TO ORDER |
| 7:00 p.m. | 2. | PLEDGE OF ALLEGIANCE |
| 7:02 p.m. | 3. | ADDITIONS AND CHANGES TO THE AGENDA |
| 7:05 p.m. | 4. | PUBLIC COMMENT
This section of the agenda is reserved for persons in attendance who wish to briefly address the Board. The Board requests that comments be limited to three minutes or less. Persons wishing to comment should type "comment" and your name in the chat box and you will be recognized. |
| 7:15 p.m. | 5. | GOOD TO KNOW/SPECIAL RECOGNITION
Hebron Business Spotlight and Public Service Announcements |
| 7:20 p.m. | 6. | APPOINTMENTS AND RESIGNATIONS

a) Economic Development Commission Resignation
b) Parks and Recreation Commission Appointment
c) Fire Police Reappointments |
| 7:25 p.m. | 7. | TOWN MANAGER'S REPORT

a) Recent Activities
b) Correspondence
c) Town Manager Updates |

7:35 p.m.

8. OLD BUSINESS

- a) American Rescue Plan State and Local Recovery Funds Update
- b) Public Works Building Project Next Steps
- c) Charter Revision Discussion ***
- d) Any Other Old Business

*** No need for discussion or action at this time

7:55 p.m.

9. NEW BUSINESS

- a) Tax Abatement Application 14/16 Main Street
- b) Transfer of Land at Abby Drive
- c) Approve 2022-2024 Windham Hospital Paramedic Contract
- d) 2022 Grand List Report
- e) FY 2023-2024 CIP Budget Review
- f) FY 2023-2024 Budget Review Schedule
- g) Draft Agenda for February 16, 2023 Meeting
- h) Any Other New Business

8:35 p.m.

10. CONSENT AGENDA

Consent agenda items are considered to be routine in nature, which the Board may not need to discuss individually and may be voted on as a group. Any board member who wishes to discuss a particular item in this section may request the Chair to remove it for later discussion and a separate vote if necessary.

a) **APPROVAL OF MINUTES**

10.a.1 January 19, 2023 – Regular Meeting

10.a.2 January 24, 2023 – Special Joint Meeting

8:40 p.m.

11. LIAISON REPORTS

- a) AHM Youth Services
- b) Hebron BOE – Gail Richmond
- c) Board of Finance – Peter Kasper
- d) Land Acquisition – Tiffany Thiele
- e) RHAM BOE – Marc Rubera
- f) Parks & Recreation Commission – Peter Kasper
- g) Economic Development Commission – Tiffany Thiele
- h) Hebron Historic Properties Commission – Dan Larson
- i) Commission on Aging/Senior Center – Gail Richmond
- j) Fire Department – Dan Larson
- k) WPCA – Andrew Tierney/Kevin Kelly
- l) Green Committee – Tiffany Thiele
- m) Douglas Library Board of Trustees – Gail Richmond

8:35 p.m.

12. PUBLIC COMMENT

8:40 p.m. 13. ANTICIPATED EXECUTIVE SESSION

 a) Town Manager Annual Evaluation

9:00 p.m. 14. ADJOURNMENT

MISSION STATEMENT

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TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING (VIRTUAL)

RECEIVED
Carla A. Thompson
2023 JAN 27 P 12:35

Board of Selectmen Regular Meeting

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HEBRON TOWN CLERK

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7:00 p.m.

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b) Correspondence
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**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

APPOINTMENTS AND RESIGNATIONS

6.a. Economic Development Commission Resignation

Attached is a letter from Judy Podell resigning her position on the Economic Development Commission.

Proposed Motion:

Move that the Hebron Board of Selectmen accept the resignation of Judy Podell from the Economic Development Commission with regret and thanks for her years of service.

6.b. Parks and Recreation Commission Appointment

Attached is correspondence from Travis Carter (U) expressing interest in being appointment to the Parks & Recreation Commission.

Proposed Motion:

Move that the Hebron Board of Selectmen appoint Travis Carter as a regular member of the Parks and Recreation Commission to a term to run until December 2023.

6.c. Fire Police Reappointments

Proposed Motion:

Move that the Hebron Board of Selectmen reappoint the following as Fire Police with a term to run until January 31, 2025: Gladys Bryant, Deborah Horton and Walter Norris.

JUDITH PODELL
667 Gilead St.
Hebron, CT 06248
artfuljudith@gmail.com 860-205-3744

January 17, 2023

Andrew Tierney, Town Manager
Town Office Building
15 Gilead Street
Hebron, CT 06248

Good morning, Andy,

I am resigning from the Economic Development Commission effective immediately.

In three weeks, I will turn 82, and while I am still upright and have most of my marbles, Hebron would be better served with younger residents on the Commission.

It's been a privilege to work with some terrific people, volunteers like Frank Zitkus, Natalie Wood, and Neal Amwake who put aside party politics to work together for the good of Hebron. None of the work we did on those Boards would have been possible without the support and guidance of town staff, especially Mike O'Leary, Donna Godbout and Louise Caisse.

I appreciate the opportunity I've had to share my vision for Hebron on both P&Z and EDC, and I'm happy to see where we go next, but from the sidelines.

Thank you for your support all these years. You are a real Mensch. And to everyone at Town Hall, Public Works, and Parks & Rec, and all those dedicated folks who keep Hebron running smoothly and help make it the place I'm proud to call home: Keep it up!

Warm Regards,

A handwritten signature in black ink, appearing to be 'Judy', with a long horizontal flourish extending to the right.

Judy

Judith Podell
Cc: Neal Amwake via email

Dori Wolf

From: Andy Tierney
Sent: Monday, January 23, 2023 7:50 AM
To: Dori Wolf
Subject: FW: Parks & Rec Commission

FYI

From: Travis <travishcarter@gmail.com>
Sent: Sunday, January 22, 2023 2:35 PM
To: Andy Tierney <atierney@hebronct.com>
Subject: Parks & Rec Commission

Hi Andrew,

If there is a position still available, I would like to join the Parks and Rec Commission. I attended last week's meeting at Burnt Hill Park. I am a professional who moved to Hebron in 2020. I am a father of two young girls, both of whom are enrolled at Gilead Hill and attend PREP and the Hebron summer camp. I think I would be a good fit on the commission. Please let me know if you need any further information.

Thanks,

Travis Carter 
46 Burrows Hill Road

CORRESPONDENCE



Town of Hebron

**TOWN OFFICE BUILDING
15 GILEAD STREET
HEBRON, CONNECTICUT 06248
TELEPHONE: (860) 228-5971
FAX: (860) 228-4859
www.hebronct.com**

ANDREW J. TIERNEY
TOWN MANAGER

DANIEL LARSON
CHAIRMAN

GAIL B. RICHMOND
VICE CHAIRMAN

PETER D. KASPER
SELECTMAN

MARC P. RUBERA
SELECTMAN

TIFFANY V. THIELE
SELECTMAN

January 18, 2023

Mr. David Thurz
39 Toll Gate Road
Glastonbury, CT 06073

Dear Dave:

As the Town Manager of Hebron and on behalf of the Board of Selectmen and town residents, I want to personally congratulate and thank you for your 15 years of service, as of January 7, 2023.

Your continued dedication, support, diligence and hard work have not gone unnoticed. You are a valued employee who goes above and beyond, and it is much appreciated.

Every town should be so lucky to have an employee like you.

Again, congratulations on this milestone!!!

Sincerely,

Andrew J. Tierney
Town Manager

AJT:dw

cc: Board of Selectmen

COMMITTEES:

ARMED SERVICES

SUBCOMMITTEES:

CHAIRMAN

SEAPOW AND PROJECTION FORCES
READINESS

EDUCATION AND LABOR

SUBCOMMITTEES:

HIGHER EDUCATION AND WORKFORCE INVESTMENT
HEALTH, EMPLOYMENT, LABOR, AND PENSIONS



Joe Courtney
Congress of the United States
2nd District, Connecticut

January 9th, 2022

Mr. Andrew J. Tierney
Town Manager, Town of Hebron
15 Gilead Street
Hebron, CT 06248

Dear Mr. Tierney,

Andy

With the *James M. Inhofe National Defense Authorization Act for Fiscal Year 2023* (NDAA) now law, your project authorization of **\$3.7 million for water and wastewater infrastructure in Hebron, Connecticut** has been included as a potential project that could receive funding through the U.S. Army Corps of Engineer's Environmental Infrastructure (EI) program. I worked hard to advocate for this project's inclusion and was glad to see it in the final law. Last year, I led an effort joined by more than thirty of my colleagues to make sure that the water resources development law included your project.

Your project's inclusion was one step in the process of securing funding but is **not** the final action necessary for this project to receive federal funds and does **not** guarantee funding. Now that the NDAA is law, you must directly advocate for your project with the U.S. Army Corps of Engineers (Army Corps). To provide your project with the best chance of success, advocacy to the Army Corps should occur as soon as possible. As your Member of Congress, I will also be in touch with staff at the agency to request that they move this project forward, but it is important that you share information about the need for this work with the agency staff directly. You can do this by sending a letter to Mr. John Kennelly at the U.S. Army Corps of Engineers at john.r.kennelly@usace.army.mil. For the 2023 fiscal year, only \$18 million nationwide is available for all Environmental Infrastructure projects authorized in the final NDAA. With hundreds of Environmental Infrastructure projects competing for the \$18 million, the selection process will be extremely competitive.

Additionally, there are several requirements that the project sponsor would need to meet for this project to move forward. First, the Army Corps requires that the project have a non-federal public sponsor that provides all lands, easements, rights-of-way, and relocations (utilities and facilities) necessary for the study, construction, and future operation and maintenance of the project. For any project, the owner of constructed facilities that is responsible for one hundred percent of operations and maintenance is the non-federal sponsor. Before the Army Corps can assist with a particular project, the Army Corps and the non-federal sponsor must also sign an agreement for the work, and there are statutory federal cost-share limitations between twenty-five percent and thirty-five percent for the non-federal share of the project costs. Additionally, requirements from the National Environmental Policy Act (NEPA) apply.

BOS I W F U

WASHINGTON OFFICE:

2449 RAYBURN HOUSE OFFICE BUILDING
WASHINGTON, DC 20515
P (202) 225-2076
F (202) 225-4977

DISTRICT OFFICES:

55 MAIN STREET, SUITE 250
NORWICH, CT 06360
P (860) 886-0139
F (860) 886-2974

77 HAZARD AVENUE, UNIT J
ENFIELD, CT 06082
P (860) 741-6011
F (860) 741-6036

If you decide not to pursue assistance through the Army Corps' Environmental Infrastructure, there may be other programs that could benefit you, including the U.S. Environmental Protection Agency's state revolving funds program or the U.S. Department of Agriculture's small watershed loans program. Please contact staff in my office directly if you have any questions about Environmental Infrastructure or other programs. My District Director, Ayanti Grant, can be reached at Ayanti.Grant@mail.house.gov and my Senior Legislative Assistant, Meghan O'Sullivan Ruvinsky, can be reached at Meghan.Ruvinsky@mail.house.gov.

Sincerely,



JOE COURTNEY
Member of Congress

Look forward to working
with you on this! Happy New Year

February 2, 2023

Board of Selectmen

Daniel E. Larson, Chairman

Gail B. Richmond, Vice Chairman

Tiffany V. Thiele

Peter D. Kasper

Marc P. Rubera

Dear Chairman Larson and members of the Board of Selectmen,

I would like to share with you exciting information regarding the historic ownership and distinctive stone wall laneways found at 17 Kinney Road in Hebron, the site of the proposed Public Works facility. The need for investigation of the historic significance, preservation efforts and potential National Register of Historic Places eligibility of the proposed site is noted in the Phase I Archeology Report, submitted to the State Historic Preservation Office by Dr. Sarah Holmes in May 2022. On page 40 of the report Dr. Holmes notes, "However, for National Register Criteria B, pertaining to the association with the land to prominent individuals, such as Judge Sylvester Gilbert and to the Levi S. Backus' family members, the APE may fall within this category." The information now emerging confirms a connection to a group of historically important and diverse individuals. This includes the distinguished Native American leader Joshua / Attawanhood (ca.1630-1676), son of the Mohegan Sachem Uncas (ca.1588-ca.1683), Governor John S. Peters (1772-1858), Judge Sylvester Gilbert (1755-1846), and the emancipated Cesar Peters I (ca.1750-1814) and his family. These are some of the most important figures in Hebron history and only the beginning of the historical information now being discovered.

These new connections underscore the significance of the 17 Kinney Road site and its eligibility for the National Register of Historic Places. I urge the Board of Selectmen to pursue a Cultural Resource Survey, as recommended by Dr. Holmes. The Town of Hebron should apply for this distinguished designation and recognize this historic site as tremendously important to our history and our future.

The area of 17 Kinney Road features historical connections that date back to the very beginning of human occupation in Hebron. Native American habitation in Hebron reaches as far back as the Paleo-Indian period, which began 12,500 to 9,500 years before present. According to Dr. Sarah Holmes' report, page 23, "The archaeological site files at the Office of State Archaeology listed several Pre-Contact sites within one to two miles of the public works facility APE. To the east in Lebanon, in the vicinity of Williams Pond, artifacts identified date from the Middle to Late Archaic Period (8,000-3,700 BP) with one fluted point dating to the Paleolithic (12,500-9,500 BP). Another early site consisting of chert, quartz and quartzite debitage was identified along the Mint Brook in 2021." The Native occupation and agricultural use of the 17 Kinney Road area is supported by the tradition of a discovery of a

community corn grinding stone, called a quern, along Pendleton Road in the mid 20th century. This is confirmed by Dr. Holmes' report which notes on page 39 the discovery of Native American artifacts at the 17 Kinney Road site, "Two quartz lithics were also identified." It is also well documented that Hebron Center, including the 17 Kinney Road area, was the focal point of the land given in February 1675 to a group of colonial settlers by the Sachem Joshua / Attawanhood, the son of the Mohegan Sachem Uncas. The recipients included a number of Saybrook gentlemen, who were also Joshua / Attawanhood's fellow soldiers in King Phillips War, known as the Saybrook Legatees.

As noted by Dr. Holmes, land records identify Judge Sylvester Gilbert (1755-1846) as the late 18th and early 19th century owner of land along the northern edge of the 17 Kinney Road property. Records also identify Ezra Backus (1713-1813) and his son Jabez Backus (1777-1855) as owning land in the southern section of the parcel, adjacent to the northern edge of Kinney Road. However, recently discovered information identifies Governor John S. Peters (1772-1858) as the early 19th century owner of the center of the parcel at 17 Kinney Road. In addition, Gov. Peters acquired property and re-established "The Barber Lot," named for one of the proprietors and first settlers of Hebron, David Barber (1684-1739). The identification of The Barber Lot offers an exciting opportunity for study and a direct connection to Hebron's founding fathers. The location of another proprietor lot, owned by a Saybrook Legatee, John Tillotson (1650-1719), was on the north side along Kinney Road and his son's home lot, Captain Morris Tillotson (1683-1761), is found there on the Isaac Pinney map of 1741. Morris Tillotson's request to open a tan yard along the north side of Kinney Road in 1713 was the first commercial operation established in Hebron and the precursor to the Backus family tannery.

Among a group of John S. Peters' manuscript documents recently acquired by the Connecticut Historical Society is a hand drawn map of "The Barber Lot" and an accompanying unpublished manuscript autobiography. In his own hand John S. Peters reports on his return to Hebron and the expansion of his farming activities, likely starting between 1795 and 1805, "I then overlooked the business of improving my farms, building large walls & making the land productive. I had built a house of brick in 1806, & an office in 1816 on land in the center of the town which I bought of Sylvester Gilbert, Esqr. in 1805... I bought in 1808 of Judah Porter 23 acres of land on the east side of sd. Road - & in 1820 of George O. Gilbert 27 acres north of the Porter lot, together the whole of the old Barber lot (so called)."

The Gov. Peters' map of The Barber Lot can easily be placed over current maps as the two stone wall laneways are unique in their size, scale and proportions. In addition, review of the 1934 Aerial Survey of Hebron enhances the opportunity to identify the stone wall laneways, adjacent stone walls and other landmarks, further supporting the location of The Barber Lot. In addition to The Barber Lot map in the manuscript collection, John S. Peters' connection to the area and the stone wall laneways is confirmed by land transfer documents. A "lane" is specifically mentioned in a deed between Sylvester Gilbert and John S. Peters

dated 1816. As noted by Sylvester Gilbert, the parcel was "bounded West by the road leading to the Green... East by my own land & North by land I formerly bought of the heirs of Col. Obadiah Hosford, deceased, and a lane I bought of Geo. O. Gilbert, Esqr... The tract sold is called the Wass lot & contains about 27 acres."

Also included in the Gov. John S. Peters manuscript collection is a group of Ledgers that document the connection between him and the free Black community in Hebron. This includes extensive transactions with Cesar Peters I (ca.1750-1814), his sons Henry Peters (1788-1862) and Cesar Peters II (b.1787), and their neighbor Lewd / Lude Barber (ca.1784-1854). These connections and additional historical information support the development of a significant arrangement between formerly enslaved African Americans and the expansion of commercial agriculture in Hebron during the early 19th century. By 1800, Hebron featured a vibrant export economy and was the wealthiest town in Tolland County. At the same time, Hebron also developed one of the largest free Black communities in the area. The presence of Cesar Peters I, his sons, Lewd Barber, Charles Morgan and others in Hebron Center is well documented.

Recent conversations with Prof. Robert M. Thorson of the University of Connecticut, Earth Science Department and The Stone Wall Initiative, have added to the significance of the stone wall laneways and fields located at 17 Kinney Road. Prof. Thorson is considered the leading authority in stone wall research in New England and his book "Stone by Stone" is an important tool in the understanding of stone walls. Attached is a brief description of Prof. Thorson's observations and interpretation of available information.

Prof. Thorson has documented a "compelling" connection between the three stone wall laneways and the underlying glacial "lodgment till" soil at 17 Kinney Road. This distinct soil type was deposited at the end of the Last Glacial Period about 25,000 years before present, as retreating sections of the Laurentide Ice Sheet broke apart and deposited the finely ground and mineral rich soil. Lodgment till is the most important and high-quality agricultural soil available, with the largest patch in the area stretching north and south of Kinney Road. Prof. Thorson overlayed the maps of the laneways and the soil types and called the alignment of the stone wall laneways and the lodgment till soil "just beautiful." This soil deposit is "the most precious resource" historically and currently, comprising less than 20% of the soil in Connecticut, probably somewhere between 10% and 15%. The lodgment till soil was highly productive and reserved for cereal grains and grass, protected from damage by roaming livestock. Prof. Thorson stated that this location has the potential to illustrate evidence of a significant collective community effort to protect this important soil by controlling livestock and preserving these highly productive fields. He noted the preservation of 17 Kinney Road is important "because this is a larger state wide concept and this may be the best place to show and illustrate it." Prof. Thorson continues to state, "In terms of historic significance, and if my hypothesis is true (verified by other sources), then this can be considered an excellent example, perhaps best in state, where the community really got organized to maximize land potential."

A map of the 17 Kinney Road area, and identification of three stone wall laneways at the site, includes the following observations provided by Prof. Thorson, "Laneways identified by Kevin Tulumieri on 1934 Fairchild Aerial Photo (below) superimposed on composite map (above) showing Northwest-shaded LiDAR imagery, digital elevation model (DEM with green rising in elevation to yellow, red, brown, white) and USGS Quaternary geology map (Stone et al, 2005). Red and blue circles approximate east and west end of massive wall laneways. Yellow dashed line shows glacial grain (streamlined topography), which perfectly overlaps geological contact of lodgment till (dark greenish brown to west) and stonier, rougher meltout till (gray-brown to east). Thorson notes that the east termination of laneways (red) parallel the glacial grain just west of the important contact, suggesting they guide livestock to and from rough pasture to east on poor land through cultivated or hayed land to west. Western (blue) ends coincide with termination of flatter land on broad plateau of lodgment till above intervening valley. The preliminary meta-interpretation is that the laneways were a capital-intensive improvement to guide livestock between the main road (Church Street) and the rough pasture to east through better land (center). Given the mass of the stone walls in the vicinity, some were likely hauled west from the rough pasture. Zooming out on the Quaternary map, this is the largest patch of excellent soil (lodgment till) in the vicinity, helping explain the commitment to stone walling."

In conversation, and in "Stone by Stone," Prof. Thorson notes that the peak of stone wall construction in Connecticut was about 1799. With the economic and population expansion of the New Republic era, post-Revolutionary War labor combined with a widespread desire to improve the land and agriculture. The result was a surge in the creation of stone walls throughout the area. The ownership of the 17 Kinney Road area by Gov. John S. Peters and Judge Sylvester Gilbert at the end of the 18th century and into the 19th century is noteworthy. As statesmen and merchants they were not able to build the stone wall laneways and cultivate the land by themselves. The Gov. Peters ledger and other documentation confirm these fields were cultivated by, and these stone walls were at least in part created and certainly maintained by, Cesar Peters I, Cesar Peters II, Henry Peters and Lewd Barber, the most important African American families in Hebron history.

Although more difficult to document, I believe Prof. Thorson's research offers an important avenue into understanding Native American history in Hebron. The particularly high quality of the lodgment till soil, general geographic characteristics, archeological and historical reports enhance the possibility the 17 Kinney Road area was a center of Native American agriculture and life. The high-water table, surrounding wetlands, and gentle slope to the south were all important elements of the land that would have been apparent to Native Americans as they occupied the area. Archeological evidence notes the use of corn, beans and squash, known as the Three Sisters, was adopted in North America by 1070 AD. Native American habitation in Hebron and the surrounding area reaches as far back as the Paleo-Indian period, which began 12,000 to 9,000 years before present. During the late 19th and early 20th century the northern section of the 17 Kinney Road area was owned by the

Pendleton family. According to conversations between Hebron historian John Baron and Horace Sellers, an extensive collection of Native stone artifacts was gathered from these fields in the late 19th and early 20th century. Unfortunately, this collection was dispersed in the 1970s. However, a collection gathered at the Phelps Farm on Burnt Hill retains well documented finds of stone artifacts as early as the Paleo-Indian period and at least the Late Archaic period, which began 8,000 years before present. Also supporting a significant Native American presence associated with the 17 Kinney Road area and lodgment till soil is the oral tradition of the discovery of a community quern, or corn grinding stone, found along Pendleton Drive in the mid 20th century. Another tradition reported by Susan Pendleton in the 1926 was the presence of a ceremonial red paint hill located not far from the site, at the modern day intersection of Old Colchester Road and Church Street. Combined with the unusually fertile qualities of the nearby lodgment till soil, the red paint hill opens up the possibility that the area was a center of Native ceremonial practices.

The fields at 17 Kinney Road have the potential to illustrate thousands of years of history beginning 100,000 years ago with the Last Glaciation Period, as well as numerous diverse cultures that includes Native Americans, Colonial settlers, enslaved African Americans, free Blacks, Hebron's community of individuals with hearing loss, the earliest commercial industries, and 18th, 19th, 20th and 21st century farmers. This historic landscape, with its lodgment till soil, stone wall laneways and ancient white oak trees, is a priceless asset for the town of Hebron, the State of Connecticut and beyond. The preservation of this area is vital and a significant element of Hebron's cultural, economic and social identity.

I urge the Board of Selectmen to carefully review this information, act on the National Register of Historic Places designation and transfer this land into Open Space where it can be preserved and studied. These significant historical connections can be used to create one of the most important open air classrooms in the State and a vibrant engine for economic growth through Eco-Tourism.

Thank you for your time and consideration. Please let me know if you have any questions.

Sincerely,

Kevin J. Tulumieri

110 Kinney Road

Amston

North

The Barber Lot - by Gov. John S. Peters ca. 1825
Collection of the Connecticut Historical Society

Survey & Plans
of the
Barber Lot

14 a

28 53

4124


7280

1 28

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Church Street

Kinney Road

The Barber Lot
Gov. John S. Peters Map
circa 1825

The 1934 Aerial Survey of Hebron

167 Dr Henry Peters Dr. Hebron

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Dr. from Page 127					50
Dec 7	30 O. B. S. P.	95	-	"	42
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1827 Mar 17	30 " " " "	136	-	"	10
Carried up					4. 00

1826 May 24	30 D. B. S. P.	157	-	"	17
June 9	30 " " " "	159	-	"	17
" 29	30 " " " "	163	-	"	17
By L. C. P.		156	-	11. 00	
By your note		161	-	12. 00	
to Balance		10. 30	-	10. 30	
1826 Mar 20		157	-	3. 34	
I have settled as above stated					
over all accounts to this date					
J. S. O'Brien					
Henry Peters					
1826 Jan 2	30 D. B. S. P.	150	-	"	17
1827 July 14	30 " " " "	152	-	1. 00	
1829 July 14	30 " " " "	159	-	6. 00	
Aug 24	30 " " " "	174	-	3. 00	
Carried to Page 353		11. 00	-	11. 00	
1827 Jan 9	30 O. B. S. P.	146	-	"	17
" 5	30 " " " "	171	-	2. 00	
1828 May 25	30 " " " "	15	-	"	17
June 30	30 " " " "	16	-	"	17
1829 July 17	30 " " " "	47	-	"	17
" 29	30 " " " "	49	-	"	17
Sept 6	30 " " " "	50	-	"	17
" 21	30 " " " "	52	-	"	17
Nov 3	30 " " " "	53	-	"	17
Dec 26	30 " " " "	60	-	"	17
May 16	30 " " " "	62	-	1. 00	
July 2	30 " " " "	67	-	"	17
" 16	30 " " " "	69	-	3. 00	
Aug 3	30 " " " "	72	-	3. 00	
" 24	30 " " " "	74	-	"	17
Oct 9	30 " " " "	79	-	10. 00	
Nov 16	30 " " " "	82	-	"	17
Carried to Page 353					2. 00

168 Dr

1826 Feb 4	30 D. B.	157	-	"	17
Nov 24	30 " "	159	-	"	17
1827 Apr 16	30 " "	163	-	"	17
May 15	30 " "	164	-	"	17
Nov 21	30 " "	165	-	"	17
Dec 3	30 " "	166	-	"	17
1826 Feb 9	30 " "	167	-	"	17
" 21	30 " "	168	-	"	17
Nov 15	30 " "	169	-	"	17
Aug 15	30 " "	170	-	"	17
Nov 2	30 " "	171	-	"	17
1826 July 26	30 " "	172	-	"	17
1830 Jan 19	30 " "	173	-	"	17
March 30	30 " "	174	-	"	17
Aug 7	30 " "	175	-	"	17
May 20	30 " "	176	-	"	17
June 17	30 " "	177	-	"	17
Carried					11. 00
(D ⁿ)					
1826 Feb 4	30 D. B.	157	-	"	17
Dec 26	30 " "	160	-	"	17
1826 July 21	30 " "	161	-	"	17
June 22	30 " "	162	-	"	17
1826 July 16	30 " "	163	-	"	17
1827 Feb 1	30 " "	164	-	"	17
July 6	30 " "	165	-	"	17
" 12	30 " "	166	-	"	17
(D ⁿ)					
1829 July 17	30 D. B.	167	-	"	17

99 Dⁿ Caesar Peter, Helron

1822 July 27	20 D. O. S. P.	117	42
Aug 7	20 " " " "	118	54
" 17	20 " " " "	121	50
Sept 13	20 " " " "	129	1.00
" 17	20 " " " "	1	33
1824 Jan 6	20 " " " "	26	34
Feb 13	20 " " " "	34	25
March 17	20 " " " "	41	14
" 20	20 " " " "	44	25
April 6	20 " " " "	46	50
July 17	20 " " " "	54	3.84
Aug 6	20 " " " "	73	50
" 27	20 " " " "	77	17
Sept 5	20 " " " "	79	25
Oct 24	20 " " " "	89	42
1825 Jan 6	20 " " " "	102	56
Feb 4	20 " " " "	108	1.06
" 20	20 " " " "	113	08
Mar 1	20 " " " "	116	1.00
" 3	20 " " " "	117	1.42
" 6	20 " " " "	118	11
" 9	20 " " " "	119	10
" 12	20 " " " "	120	92
" 14	20 " " " "	121	25
" 22	20 " " " "	124	88
" 24	20 " " " "	125	50
" 30	20 " " " "	126	42
April 9	20 " " " "	128	17
June 14	20 " " " "	129	17
July 15	20 " " " "	14	42
" 29	20 " " " "	16	17
Oct 28	20 " " " "	32	30
Nov 28	20 " " " "	36	08
1826 Jan 4	20 " " " "	44	17
Feb 21	20 " " " "	54	25
Mar 22	20 " " " "	62	50
" 27	20 " " " "	63	50
April 2	20 " " " "	65	67
May 24	20 " " " "	77	50
" 11	20 " " " "	"	25
June 30	20 " " " "	84	34

21.49

By Balance due
by Debit & Credit

Dr. up

1825 July 27	By D. O. S. P.	116
Sept 14	By " " " "	2
1825 Nov 16	By " " " "	129
May 22	By " " " "	5
June 2	By " " " "	80
1827 Jan 23	By " " " "	124
1826 July 5	20 D. O. S. P.	88
Aug 4	20 " " " "	92
Sept 14	20 " " " "	102
Oct 4	20 " " " "	106
1827 Jan 23	20 " " " "	126
1827 Feb 31	20 " " " "	179
1828 Jan 7	20 " " " "	180
Feb 5	20 " " " "	185

1828 April 15 20 two Notes Amount
Amount

100 Dⁿ

1823 July 27	20 D. O. S. P.	116
Sept 6	20 " " " "	2
" 22	20 " " " "	129
Oct 6	20 " " " "	5
Nov 10	20 " " " "	80
Dec 20	20 " " " "	124
1824 Jan 21	20 " " " "	124
Mar 16	20 " " " "	124
1826 Sept 5	20 " " " "	124
1827 Aug 9	20 " " " "	124
Sept 9	20 " " " "	124
Oct 26	20 " " " "	124
Nov 26	20 " " " "	124
Dec 11	20 " " " "	124
" 31	20 " " " "	124
1828 Jan 18	20 " " " "	124
" 24	20 " " " "	124
Mar 17	20 " " " "	124
" 29	20 " " " "	124
Apr 10	20 " " " "	124
May 28	20 " " " "	124
June 27	20 " " " "	124
July 16	20 " " " "	124
" 22	20 " " " "	124
" 24	20 " " " "	124
Aug 19	20 " " " "	124
1827 Mar 23	20 " " " "	124
" 27	20 " " " "	124
Sept 24	20 " " " "	124
1829 Apr 26	20 " " " "	124
1830 June 4	20 " " " "	124

By your Note
to Balance

1826 March 20th

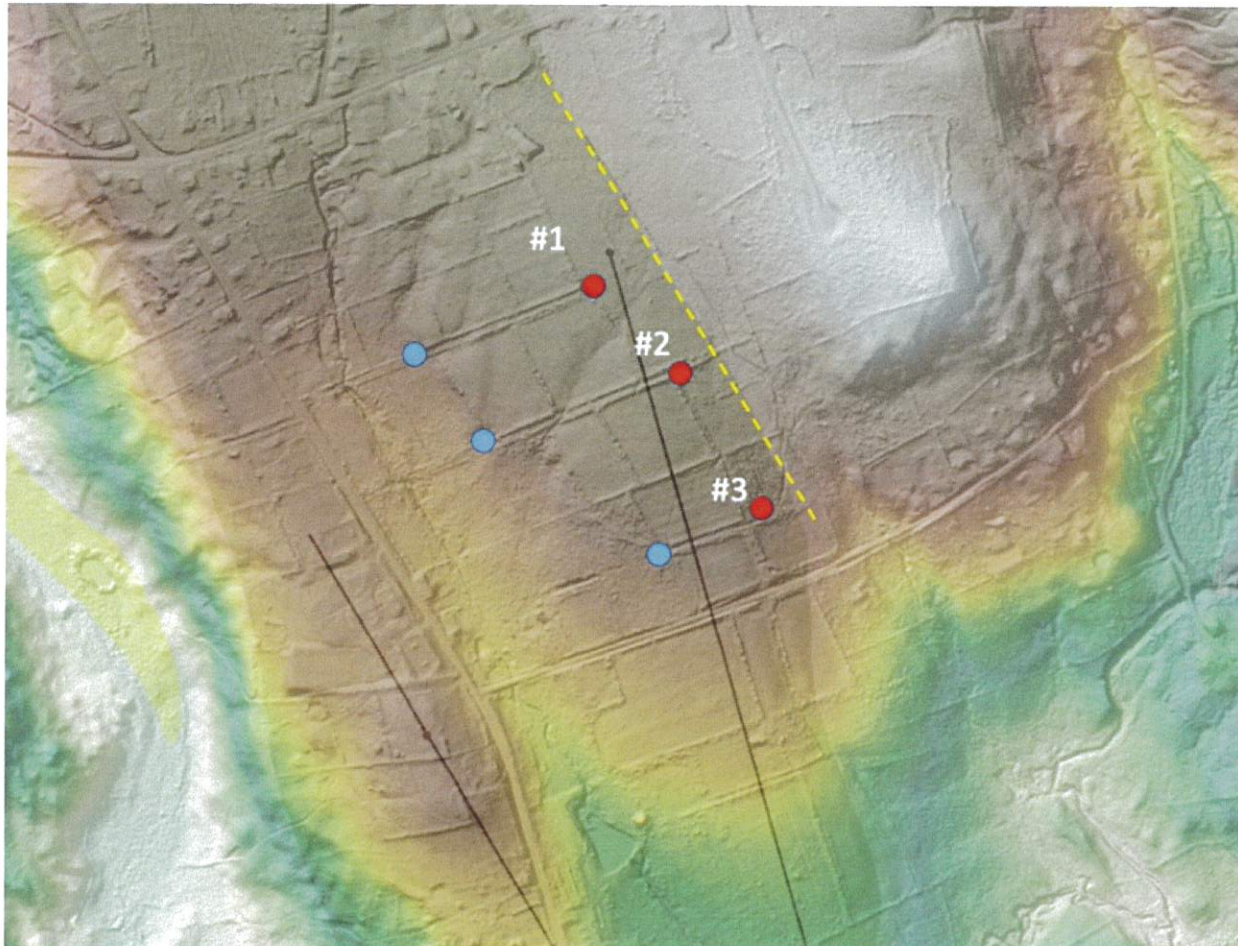
Then Settles as above set
for all amounts to this date

L. S. Peters -
Henry Peters

61 - 12.45
\$ 27.70
10.75
\$ 38.45

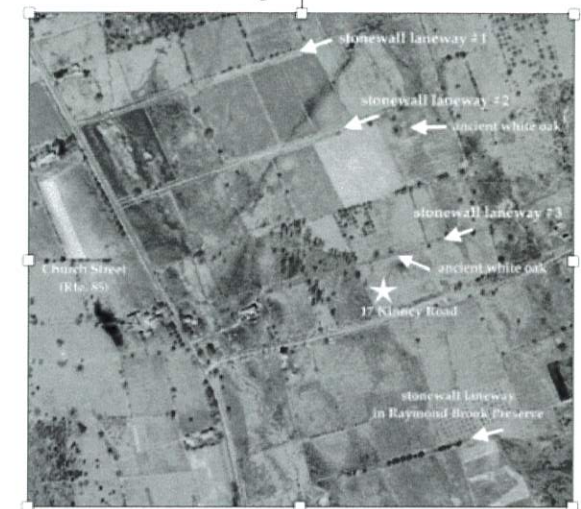
626 Jan 2 By D. B - L - O - 80 - " 44

Laneways 1, 2, and 3 in Hebron, CT in vicinity of 17 Kinney Road, Hebron, CT



Robert M. Thorson. October 8, 2022

Laneways identified by Kevin Tulimieri on 1934 Fairchild Aerial Photo (below) superimposed on composite map (above) showing Northwest-shaded LIDAR imagery, digital elevation model (DEM with green rising in elevation to yellow, red, brown, white) and USGS Quaternary geology map (Stone et al, 2005). Red and blue circles approximate east and west end of massive wall laneways. Yellow dashed line shows glacial grain (streamlined topography, which perfectly overlaps geological contact of lodgment till (dark greenish brown to west) and stonier, rougher meltout till (gray-brown to east). Thorson notes that the east termination of laneways (red) parallel the glacial grain just west of the important contact, suggesting they guide livestock to and from rough pasture to east on poor land through cultivated or hayed land to west. Western (blue) ends coincide with termination of flatter land on broad plateau of lodgment till above intervening valley. The preliminary meta-interpretation is that the laneways were a capital-intensive improvement to guide livestock between the main road (Church Street) and the rough pasture to east through better land (center). Given the mass of the stone walls in the vicinity, some were likely hauled west from the rough pasture. Zooming out on the Quaternary map, this is the largest patch of excellent soil (lodgment till) in the vicinity, helping to explain the commitment to stone walling.



**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

AMERICAN RESCUE PLAN STATE AND LOCAL RECOVERY FUNDS APPROVAL

Attached is an updated ARPA Project list.

The Selectmen may wish to continue to review projects to determine if they will be funded or declined. The Town Manager recommends reviewing the following projects at the meeting:

Fence Between Library and Legion	7,500
Hebron Center Signage (wayfinding and community event 85/66)	45,000
Beautify Veterans Memorial Route 85/66 - Trees/Bushes	600
CoDE Support for Juneteenth Event	4,000
Engineering/Design Co # 1 Ambulance Bay Expansion Additional Funding	28,100

Proposed Resolution:

BE IT RESOLVED that the Hebron Board of Selectmen approve the ARPA projects listed below (or amended) and authorize Andrew J. Tierney, Town Manager, to take any action necessary to acquire or implement the identified projects.

BE IT FURTHER RESOLVED that it is understood the amounts indicated are budget estimates; the amount of the final project may be more or less than indicated and that the Town Manager has the discretion to adjust the amount. If an individual project budget comes in more than 20 % above the original budget amount, an update will be provided to the Board of Selectmen before commitment is made and project is finalized.

BE IT FURTHER RESOLVED that authorization given to Andrew J. Tierney, Town Manager, by this resolution includes signing any purchase agreements, contracts or any other documents necessary to finalize the projects.

State and Local Recovery Funds
American Rescue Plan
PROPOSED PROJECTS

1/27/2023 9:45 AM

TOTAL FUNDING ANTICIPATED			\$	2,812,714		
Date Approved	Priority		Original Approval	Revised Amount	Final Expense	Status/Disposition
7/21/2022	1	Police Vehicle w/ MLPR	97,125 *			Vehicle purchased, MLPR to be purchased
7/21/2022	2	Security Measures - Town Buildings	143,000			Working with vendors
7/21/2022	3	CERT Vehicle Replacement (pre-owned)	115,000			EMD searching for vehicle
7/21/2022	4	Fire Department Marine	23,000		22,870	Complete
7/21/2022	5	Battery Operated Rescue Tools	50,000	52,039	52,039	Complete
7/21/2022	6	Martin Road Construction Engineering	25,000			In progress
7/21/2022	7	Senior Center Generator Switch Gear/Connection	14,000			In progress
7/21/2022	8	Pendleton Drive to Library Pedestrian Bridge	101,886			Awaiting STEAP Grant decision
7/21/2022	9	Skate Park Veteran's	145,000			Parks & Recreation working on this
7/21/2022	10	Pickle Ball Courts (2) Veteran's	65,000			Parks & Recreation working on this
7/21/2022	11	Playscape Veteran's	150,000			Parks & Recreation working on this
7/21/2022	12	Gilead Hill School Playscape	120,000			Board of Education working on this
7/21/2022	13	HAMR Softball Field Veteran's	20,000		20,000	Complete
7/21/2022	14	Construction Fire Co # 1 Ambulance Bay Expansion	100,000			Building Committee
7/21/2022	15	AHM HVAC System Upgrade (tri-town split)	55,000 **		55,000	RFP has been issued
7/21/2022	16	Virtual Meeting Room Conference Equipment (Library & TOB)	66,000			Working with vendors
7/21/2022	17	Vandal-Proof Surveillance Cameras - Veteran's	12,000			Working with vendors
7/21/2022	18	EV Charging Stations (TOB, SC, BHP)	33,000			Awaiting Eversource Reimbursement
7/21/2022	19	Peters House Accessibility - ADA Parking/Ramp	100,000			In progress
7/21/2022	20	Trail Repairs	12,000			In progress
7/21/2022	21	Dog Park - Location TBD	50,000			On hold pending P & R recommendation
7/21/2022	22	Green Committee Funding Special Projects	25,940			In progress
PROJECTS APPROVED JULY 21, 2022 ROUND I GRAND TOTAL			\$	1,522,951		

* Approved for purchase Board of Finance (4/5/22) and Board of Selectmen (4/21/22)
due to urgent need to replace vehicle and ability to secure a suitable vehicle in a timely manner.

**Hebron's share - funding anticipated to be shared by AHM Towns.

Alternately, may be funded by a Community Project Funding Grant.

**State and Local Recovery Funds
American Rescue Plan
PROPOSED PROJECTS**

1/27/2023 9:45 AM

**Round 2 Projects:
Approved by Town Attorney and BOS**

5/19/2022	Old Town Hall (OTH) Building Maintenance/Repairs	25,000		Historical Society
8/2/2022	Contribution Toward Emergency Generator for Stonecroft Housing	70,000	84,000	In progress
9/1/2022	Cyber Threat Assessment and Security Measures	25,000		In progress
9/1/2022	Hebron Interfaith Human Services (HIHS) Food Pantry Support	10,000		10,000 Complete
9/1/2022	Wall Street Sidewalk Project	146,000		Awaiting DOT Approvals
9/1/2022	Winter Heating Assistance	25,000		In progress
9/1/2022	Police Vehicle	80,000		Order Placed
9/1/2022	Active Shooter Training and Police Vehicle/Classroom Toolkits	20,000		In progress
9/15/2022	WPCA Sewer System Improvements	82,140		In progress
1/5/2023	ACO Vehicle	10,000		Vehicle Purchased
1/19/2023	CoDE Request: Implicit Bias Training Town Employees/Elected Officials	5,000		
1/19/2023	Hebron Historical Society Ancient Cemetery Repair/Maintenance 5 Cemeteries at \$20,000/each	100,000		
1/19/2023	Gull School Roof	20,000		
1/19/2023	Police Accreditation	28,000		

Approved Round 2 646,140

Approved by Town Attorney Awaiting BOS Approval

Fence Between Library and Legion	7,500	
Hebron Center Signage (wayfinding and community event 85/66)	45,000	
Beautify Veterans Memorial Route 85/66 - Trees/Bushes	600	
CoDE Support for Juneteenth Event	4,000	
Engineering/Design Co # 1 Ambulance Bay Expansion Additional Funding	28,100	
Hebron Elementary School Gym Floor	264,800	
Police Department Tasers (five year lease)	26,800	
P & R Trail Development	50,000 to	80,000
P & R Field Upgrades (Burnt Hill Parks & St. Peter's)		70,000
P & R Field Lighting (Veteran's baseball field)	150,000 to	250,000
The Town Center Project (TTCP) Storage Shed	30,000	Need more information - tentative support 1/19/2023
Hebron Historical Society - OTH Restroom/Accessibility	125,000	Need more information
EV Charging Stations - Locations TBD (tentative approval 5/19/2022)	TBD	
Peters House Renovation/Restoration	TBD	
Hebron Green Parking Lot Improvements	\$ TBD	
Horton House Maintenance	\$ TBD	
Document Storage Review - Horton House	\$ TBD	
Land Acknowledgement Plaques (CoDE)	TBD	
	555,000	

State and Local Recovery Funds
American Rescue Plan
PROPOSED PROJECTS

1/27/2023 9:45 AM

Awaiting Town Attorney Approval and BOS Approval

Collins: GHS Water System
Collins: Fund for Affordable Home Ownership

Tentative Attorney Approval
Tentative Attorney Approval

Eligible Projects Declined by BOS/Town Manager

Support for Local Small Businesses
Green Committee: Bike Racks - (include in already approved HGC request)

Removed from consideration 1/19/2023

3,000

Instructed Green Committee to use already approved funds

ARROW FENCE, INC.

P.O. BOX 86

EAST HAMPTON, CT 06424

Phone 860.267.6636 Fax 860.267.7851

SUBMITTED TO:

Town of Hebron
Public Works Dept.
15 Gilead Street
Hebron, CT 06248

Proposal

Date	Proposal #
11/7/2022	31473

Email: fences@arrowfenceinc.com

Website: www.arrowfenceinc.com

Customer Phone

860-608-2976

Customer E-mail

kkelley@hebronct.com

P.O. No.	TERMS	ESTIMATED INSTALL DATE	REP	FOB
	Net 30	APPROX. 3 WEEKS	MD	JOB SITE

Description	Qty	Unit Price	Total
PRICE #2			
RE: DOUGLAS LIBRARY, 22 MAIN STREET, HEBRON			
- TAKE DOWN THE EXISTING FENCE AND LEAVE ON THE PREMISES - TOWN WILL DISPOSE OF FENCE.			
- IN ITS PLACE, FURNISH AND INSTALL A TOTAL OF (13) SECTIONS AND (1) 4' WIDE SINGLE GATE OF 6' HIGH ACTIVEYARDS VINYL "HOME DOGWOOD" PRIVACY FENCE, AS DISCUSSED DURING THE SITE VISIT ON 11/3/22. FENCE COLOR: SAND			
MATERIALS REQUIRED:			
ACTIVEYARDS HOME SERIES "DOGWOOD" 6' HIGH X 8' WIDE VINYL TONGUE AND GROOVE PRIVACY FENCE. COLOR: SAND	13	240.52	3,126.76T
ACTIVEYARDS VINYL 5" X 5" X108" END POST - SAND	6	57.34	344.04T
ACTIVEYARD VINYL 5" X 5" X108" CORNER POST - SAND	1	57.34	57.34T
ACTIVEYARDS VINYL 5" X 5" X 108" LINE POST - SAND	9	57.34	516.06T
ACTIVEYARDS VINYL 5"X5" FEDERATION TOP - SAND	16	9.25	148.00T
ACTIVEYARDS HOME SERIES "DOGWOOD VINYL TONGUE AND GROOVE PRIVACY 6' HIGH X 46" WIDE GATE LEAF - SAND	1	454.50	454.50T
5" X 5" X 1' ALUMINUM POST INSERT (PER FOOT) - GATE POSTS ONLY	18	8.20	147.60T
D & D DELUXE LOKK-LATCH KEYED SAME COLOR: BLACK	1	92.30	92.30T
BOERBOEL HEAVY DUTY GATE HINGE SET	1	77.72	77.72T
BOERBOEL GATE HANDLE	1	5.35	5.35T
BOERBOEL GATE STOP	1	9.10	9.10T
SUBTOTAL MATERIALS			4,978.77
CONCRETE PER POST	16	17.00	272.00T
INSTALLATION LABOR			2,160.00T

To place your order please sign and return one copy as your acceptance

CUSTOMER IS RESPONSIBLE FOR ALL TOWN ZONING/PERMIT REQUIREMENTS AND ESTABLISHING
PROPERTY LINES. PLEASE SIGN AND RETURN ATTACHED DOCUMENT.
HIC 0537503

Arrow Fence, Inc.

Customer Acceptance & Date

Subtotal	\$7,410.77
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Sales Tax (0.0%)	\$0.00
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Total	\$7,410.77
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EAST HAMPTON, CT 06424

Proposal

Website: www.arrowfenceinc.com

kkelley@hebronct.com

Total	\$6,481.52
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**TOWN OF HEBRON
PLANNING AND DEVELOPMENT DEPARTMENT**

TO: Andrew J. Tierney, Town Manager
Hebron Board of Selectmen

FROM: Matthew R. Bordeaux, Town Planner

DATE: January 27, 2023

RE: Hebron Center Signage

Wayfinding Signage

Thanks in part to the success of the Town Center Project, several small businesses, robust municipal programming, and the on-going improvement of public assets, a wayfinding signage strategy would be a complementary improvement. The Town has also improved multiple public and quasi-public parking areas throughout the Hebron Center. Many visitors enter Hebron Center seeking tangential routes to other local assets such as parks and open spaces, the Hebron Lions Fairgrounds, schools, etc.

The Hebron Green District is located in the National Register of Historic Places, so any improvements should not detract from the historic character of the area. As has been done with the historically appropriate pedestrian streetlights on Main Street, a signage plan should be compatible and consistent across the various zoning districts, from the Hebron Green to Main Street and the Village Square Districts. A few centrally located hubs could be complemented by small, ancillary signs with specific messages.

The signage plan could also be informed by the Branding and Marketing Study currently underway with the Hebron Economic Development Commission and consultant FHI Studio. A new logo will likely be a result of the Study and can be incorporated into the signage plan.

It should be noted that there is such a thing as sign pollution, so great care will be required to execute this project, particularly for its compatibility with the Hebron Green Village District. A project of this nature will require cooperation with the Hebron Planning and Zoning Commission, Economic Development Commission and Historic Properties Commission.

Please see the attached conceptual renderings by Dave McDowell of Sign Professionals in Norwich, produced at the direction of former Town Planner Mike O'Leary. The renderings are not intended to represent a *preferred* approach, but to describe a *possible* approach to a wayfinding signage project.

Community Event Signage

It's been brought to my attention that the Town has considered the construction of a community events sign to be located at the northwest corner of the intersection of Main Street and Gilead Street. Similar to many other municipalities, events could be advertised at the busiest intersection in town. An attractive structure could be erected to display and to a degree, protect sign boards that could be conveniently installed and replaced as appropriate. The proposed location is frequently littered with various signs and a single large sign board could be optimized to share several events at once.

Examples can be found in numerous municipalities. Pictures of event signs from Marlborough and East Hampton are included for your review. We can do better. A conceptual design was prepared by David McDowell several years ago and is attached for your review.

The idea would be to utilize durable, low-maintenance materials and have some cohesion in the design aesthetic between the events sign and the Wayfinding Signs proposed above. The proposed renderings suggest the use of a roof finished in cedar or copper for a distinctive look that works in the historic district. The example provided could hold a 4' high by 8' wide board, from which multiple configurations of messages could be displayed at a scale sufficient to be visible to automobiles traveling in multiple directions. According to David McDowell at Sign Professionals, he can print 4' x 8' plastic corrugated signs for \$100. Many signs could be reused annually, while new signs wouldn't break the bank.

Illumination could be considered from different approaches. Lighting could be included from beneath the roof and projected down, or in some cases it is found to be more tasteful to project light up from ground-mounted lamps.

While it may not provide the optimal view from every direction, it stands to reason that vehicles traveling in one direction will return from the opposite direction, so one way or the other, the sign will be seen.

A policy that provides direction to those that desire to advertise events would be administered by the Town Manager's Office. Again, similar to the proposed Wayfinding Signage, the rendering provided is not intended to represent a preferred approach, but rather a possibility. Design and location decisions could be generated with the input of the Hebron Planning and Zoning Commission, Economic Development Commission, and Historic Properties Commission.

Proposed Project Budget

Total Request for Wayfinding Signs and Event Board Sign - \$45,000
Wayfinding Signs - \$25,000 (Design \$5,000)/Fabrication (\$20,000)
Event Board Sign - \$20,000 (Design \$2,500)/Construction (\$17,500)

MRB

H:\Matt\Annual Reports\CIP 23-24\Hebron Center Signage.docx

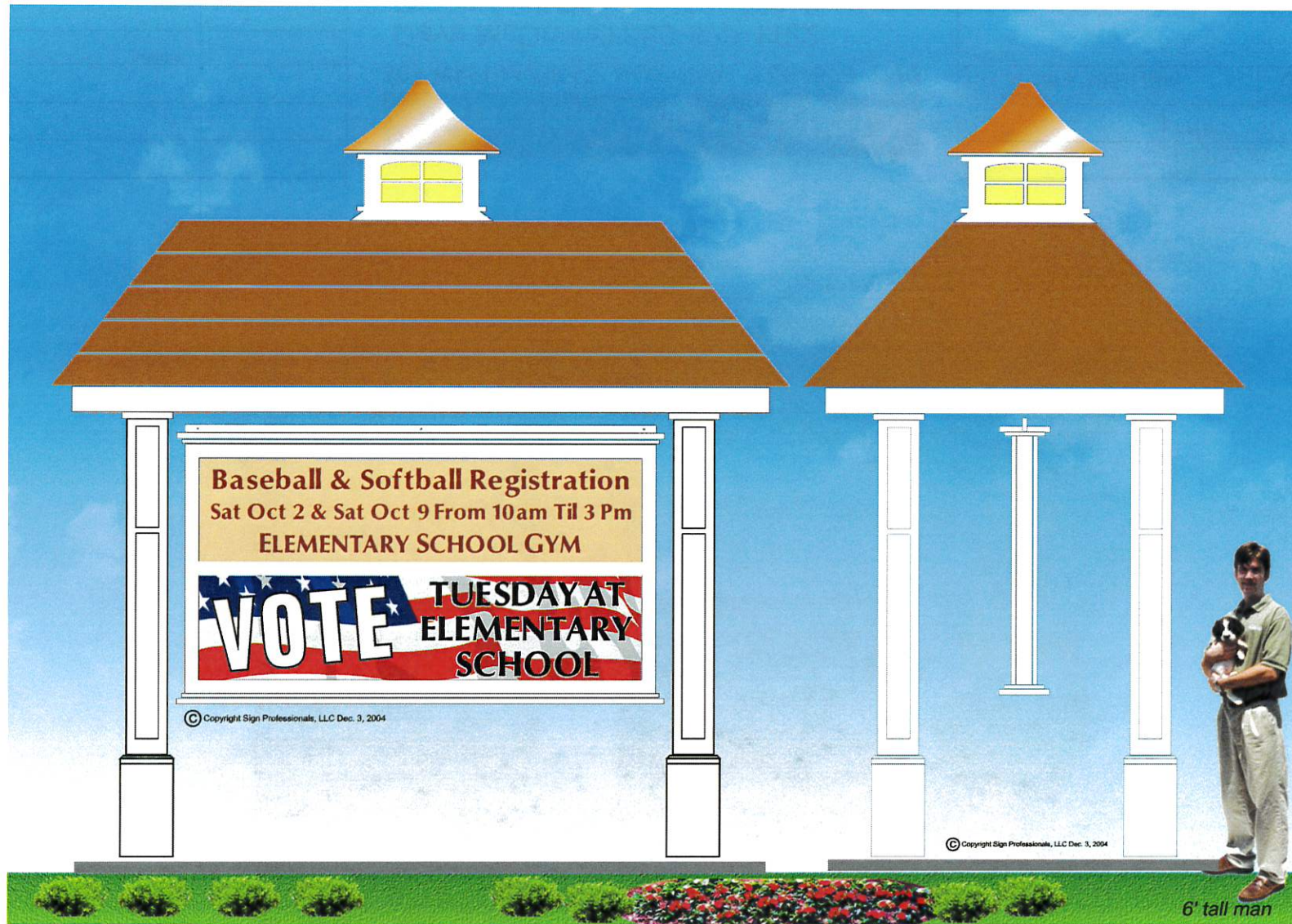
Attachments



Customer:	
Company:	
Address:	
City:	State/ZIP:
Phone:	
Fax:	

SIGN PROFESSIONALS
 303 WEST MAIN ST NORWICH 860-823-1122
 Dave McDowell 860-823-1122
 Dmcdowell@signprofessionals.com

Job No.:	Date: 1/13/2022	
Order Date:	Salesperson:	
Sign Dimensions: 191.802in x 155.174in	Estimate: 0.00	
Comments:		



Customer:	
Company:	
Address:	
City:	State/ZIP:
Phone:	
Fax:	

SIGN PROFESSIONALS
 303 WEST MAIN ST NORWICH 860-823-1122
 Dave McDowell 860-823-1122
 Dmcdowell@signprofessionals.com

Job No.:	Date: 1/12/2023	
Order Date:	Salesperson:	
Sign Dimensions: 280.000in x 200.246in	Estimate: 0.00	
Comments:		

WELCOME TO

MARLBOROUGH

ART SHOW

MARLBOROUGH LIGHT
4TH ANNUAL
MASQUERADE
& RACE
OCT 3RD @ 10:30

Sat & Sun 1 to 4

DRINK WEATHER NEWS
TropicsWeather.com



888-295-3000

COAT
DRIVE
NOV 6

ON THE GREEN



Hebron Greater Together ~~Community~~ Community Fund

- Name of Applicant Organization - Private Citizen
Contact Person - Gordy Rathbun
Phone - Cell 860-933-6926
Email - rathbun.gordy@gmail.com
- Name of 501c3 sponsor American Legion 95 Hebron
- New Project Goal – Beautify background of the Veterans Memorial on RTE 85
- Description of the New Project
Plant holly bushes along the tree line at the back of the Veterans Memorial
- New Project budget \$571
- Hebron Greater Together Community Fund Grant Request.

Plant 15 Blue Princess Holly Shrubs at a cost of \$35 each, along the tree line. Clean up low branches on existing trees. This will give a green background to the Veterans Memorial site hiding unsightly underbrush, in the winter, on the tree line at the back of the site. Cost of 3 bags of Espoma Organic Holly Tone fertilizer is \$14 each. Cost of labor to plant, fertilize and water the holly bushes is estimated at \$200. Total cost of this project is \$571 with the labor being donated.

CoDE Requests for ARPA Funds

Support for Juneteenth Event, June

- Event is in collaboration with Hebron Parks and Recreation's Hebron Day
- Other partners: Douglas Library, RHAM High and Middle School, Hebron Historic Properties, Hebron Historical Society, St. Peter's Episcopal Church
- Showcases Town-owned Peters House
- Educates residents and visitors about Hebron's proud history
- Opportunity to showcase Hebron as welcoming community
- Funding could support: speakers, entertainers, books, supplies like tents/signs, etc.

New Welcome to Hebron sign

- with statement affirming that we are a welcoming community (e.g., Cooperstown, NY)

Land Acknowledgement Plaque

- acknowledging Indigenous tribes that lived here before us
- potential sites: Town Hall, Library, Town Center (on building, freestanding on pole, attached to a rock on the lawn)

January 13, 2023

Malcolm Leichter
Hebron Public Building Committee
Town of Hebron
15 Gilead Street
Hebron, CT 06248

Re: **Fee Proposal** –Apparatus Bay addition to the Hebron Public Safety Building

Dear Mr. Leichter:

Thank you for providing Tecton Architects with the opportunity to submit a proposal to complete the design of the apparatus bay addition to house the ambulances at the Hebron Public Safety Building.

This proposal will define the detailed professional services that you will need to support this project. Section A provides a description of Tecton's understanding of the project intent. Section B outlines the scope of services that Tecton will provide to assist you in reaching those goals. Section C identifies the proposed consultant team. In Section D, Clarifications, you will find some of the tasks that you, as the Owner, will have to provide outside of this agreement to achieve your goals. This section will also clarify certain tasks that Tecton will not be providing as part of the base agreement, or which are offered as additional services outside of the base agreement. Section E outlines our proposed fee for the project.

A. DESCRIPTION OF PROJECT

The project as described herein represents Tecton Architect's understanding of the scope of work anticipated by the Town of Hebron. The apparatus bay at the Hebron Fire Department is not of sufficient depth to house both of the Department's ambulances within a single bay and provide for safe clearances in front, behind and between vehicles. The goal of the project is to design an addition which extends the bay approximately nine feet to align with the face of the Watch Room and provide additional depth. The bay is anticipated to be constructed of either concrete block, or light gauge metal framing, with light gauge rafters framing a metal roof which will tie in at or below the eave of the existing building. A new overhead door assembly will be necessary due to the lower door head height. The vehicle exhaust system for this bay will also require a rail extension to prevent the hose from disconnecting prior to vehicle egress. No other HVAC or fire protection work is anticipated.

Since the Fire Department staff has reported movement in the building when fire apparatus is egressing the bays, the project will begin by conducting borings and preparing a geotechnical report to verify that the soil conditions are suitable for the new construction. The Town has provided a previous report prepared by a structural engineer which concludes that the foundations themselves, and the backfill to the depth of the foundations is acceptable for continued use.

B. BASIC SERVICES:

1. Geotechnical Investigation:

- a. Tecton's engineering consultant will conduct borings and evaluate the findings in accordance with the attached proposal from GNCB dated January 11, 2023.

2. Design Phase:

- a. The results of the geotechnical investigation will be reviewed with our structural engineer who will determine the appropriate measures for the foundation necessary to support and connect the addition to the existing construction. If the results indicate that deep foundations such as piles or subsurface enhancement to provide appropriate bearing capacity, then additional fees may be applicable.
- b. After determination of the foundation design requirements, Tecton will prepare schematic plans elevations and sections to illustrate the design solution for review and approval by the Committee.
- c. After schematic design approval, we will prepare Construction Documents appropriate for securing contractor bids for the construction of the work. Up to three (3) meetings are included to review progress of the work with the Committee and to prepare for bidding.

3. Engineering Services:

- a. Since the scope of the design is reasonably simple, the structural engineer will prepare foundation design details for incorporation into the architectural drawings.
- b. Likewise, the electrical engineer will prepare design details that may be incorporated into Tecton's drawings for the electrical connection related to for the overhead door and any other minor electrical device relocation.

4. Construction Administration:

- a. Tecton will conduct up to six (6) site visits during construction to monitor the conformance of the work with the Contract Documents. Any observed deviations will be reported in writing to the Owner and Contractor for remedial action by the Contractor.
- b. Tecton will conduct a final punch list review of the substantially completed work and submit to the Owner and Contractor in writing.

C. PROPOSED CONSULTANTS:

The following firms have worked with Tecton on similar projects, and we are confident that they will perform to meet our expectations and needs.

*Architectural Design
Structural Engineering
MEP Engineering
Geotechnical Engineer*

*Tecton Architects
Johnson Structural Engineering
Consulting Engineering Services (CES)
GNCB Consulting Engineers, P.C.*

D. CLARIFICATION NOTES

Some of the responsibilities of the Owner and some clarifications of the process of our work are listed below.

1. Services for the identification of hazardous materials are **not included** in this proposal.
2. Site surveys, environmental assessments are **not included** in this proposal.

2. Design Phase:

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January 13, 2023

Malcolm Leichter
Hebron Public Building Committee
Town of Hebron
15 Gilead Street
Hebron, CT 06248

Re: **Fee Proposal** –Apparatus Bay addition to the Hebron Public Safety Building

Dear Mr. Leichter:

Thank you for providing Tecton Architects with the opportunity to submit a proposal to complete the design of the apparatus bay addition to house the ambulances at the Hebron Public Safety Building.

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Since the Fire Department staff has reported movement in the building when fire apparatus is egressing the bays, the project will begin by conducting borings and preparing a geotechnical report to verify that the soil conditions are suitable for the new construction. The Town has provided a previous report prepared by a structural engineer which concludes that the foundations themselves, and the backfill to the depth of the foundations is acceptable for continued use.

B. BASIC SERVICES:

1. Geotechnical Investigation:

- a. Tecton's engineering consultant will conduct borings and evaluate the findings in accordance with the attached proposal from GNCB dated January 11, 2023.

3. This proposal has been based upon site conditions warranting conventional structural foundations. If site geotechnical conditions require special foundations or piles an **additional fee** may be requested to cover that analysis and design.
4. Construction phase Materials Testing and Special Inspections are **not included** in this proposal. If required, it is anticipated that the Owner will secure the surveys of a Testing Agency.
5. The generation of an Opinion of Probable Cost (OPC) is **not included** in this proposal. An OPC may be provided as an additional-fee service.
6. Detailed Construction Cost estimating is **not included** in this proposal. If detailed Construction Cost estimating is desired Tecton can provide those services at an additional cost.
7. Extensive field work for the identification of possible conflicts with mechanical, electrical, plumbing, fire protection and structural systems will be based upon previously available documentation and general observation.
8. Should field surveys uncover unknown conditions or requirements necessitating additional professional services those services will be provided as an additional-fee service.
9. Access to the project site and any existing structures will be necessary to complete the work. We will expect that the Owner will facilitate access when requested.
10. The cost of generating special presentation materials beyond that described in the scope of work has not been included in the fee and will be considered reimbursable.
11. For Fixed Fee projects, change in the scope of the project significantly beyond those that were the basis for proposal, shall be considered an additional service.

E. COST OF SERVICES

The scope of professional services for this proposal has been defined above. The **Fixed-Fee Cost** for those services will be as follows.

<i>Architectural Design:</i>	<i>\$14,000</i>
<i>Structural Engineering</i>	<i>\$4,400</i>
<i>Electrical Engineering</i>	<i>\$2,500</i>
<i>Geotechnical Engineering</i>	<i>\$7,200</i>
<i>Total Design Fee</i>	<i>\$28,100</i>

You should find this proposal competitive and consistent with the high-quality work that Tecton imparts to all our projects. If any of the conditions need further clarification or adjustment, please feel free to call.

Very truly yours,


Jeffery R. McElravy, AIA, Principal



Consulting Engineers, P.C.

Structural Engineering
Geotechnical Engineering
Historic Preservation

January 11, 2023

Tecton Architects

Attn: Jeffrey McElravy, NCARB, AIA (email: jeffm@tectonpc.com)

34 Sequassen Street, Suite 200

Hartford, Connecticut 06106

Re: Proposal for Geotechnical Engineering Services
Proposed Addition to Hebron Fire Station
44 Main Street, Hebron, Connecticut

Principal
Charles C. Brown, P.E.

Geotechnical Associate
David L. Freed, P.E.

Structural Associates
Richard A. Centola, P.E.
Thomas Cury Jr., P.E., S.E.

Dear Mr. McElravy,

In accordance with your request, GNCB Consulting Engineers, P.C. (GNCB) will be pleased to undertake geotechnical engineering services in connection with an addition to the Hebron Fire Station in Hebron, Connecticut. We have received your transmit of the Mechanical & Electrical Site Plan As Built drawing of the original building construction; this drawing shows the location of an approximately 18 ft. by 8 ft. one bay addition to the east side of the existing building and the locations of four test borings to be drilled at the addition and along the existing exterior wall south of the addition. We have not visited the site; however, we are familiar with site conditions based on a site aerial photograph.

The Hebron Fire Station is located on the south side of Main Street (Route 66), at its intersection with Wall Street (Route 316). You have told us that personnel using the building indicate that movement of vehicles inside the building creates some building vibrations. As we have transmitted to you, readily available surficial geology maps of the area suggest that subsurface soil conditions may consist of a thick deposit of glacial till, however this plan also shows that a former stream/river within a channel previously existed within the south half of the building. We are not aware of any construction records that may show the work needed to be done to fill this channel for support of the existing building. The purpose of the additional test borings will be to assess subsurface conditions in the area of the new addition and to

1358 Boston Post Road
P.O. Box 802
Old Saybrook, CT 06475
Tel 860.388.1224
fastname@gncbengineers.com
gncbengineers.com



Consulting Engineers, P.C.

Structural Engineering
Geotechnical Engineering
Historic Preservation

January 11, 2023

Tecton Architects

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Hartford, Connecticut 06106

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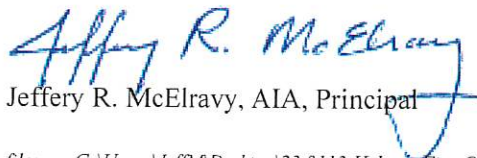
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Very truly yours,


Jeffery R. McElravy, AIA, Principal

determine if a subsurface soil issue is a possible cause for the building vibrations. We concur with your plan to drill four test borings along the outside of the building wall; we will plan to drill each boring about 25 to 30 ft. deep and will complete continuous soil sampling within any surface fill material.

We propose that GNCB provide the following geotechnical engineering scope of services for design:

1. Visit the site to confirm access for subsurface exploration equipment and to discuss any potential below ground utilities with personnel familiar with site conditions.
2. Prepare, arrange for, and monitor a subsurface exploration program consisting of 4 test borings, as described above. We plan to complete the work in one calendar day using a standard truck rig. The test boring contractor will make the required contact to CBYD.
3. Make analysis related to the geotechnical engineering aspects of project design and construction. Prepare an engineering report that will summarize our field work, subsurface soils, and recommendations for the new building addition, including soil bearing pressure, footing depth for frost, seismic values, or any other geotechnical criteria needed by the design team. Our report will also include some comments about construction,

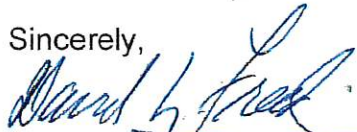
GNCB geotechnical engineering work does not include an assessment of the site for hazardous materials as may be required by the State of Connecticut, engaging the services of a private utility locator, or services during construction. We can provide you with a proposal for any of these services for an additional fee.

GNCB will complete the above geotechnical engineering services under work items nos.1 through 3, including our expenses and the cost for subsurface exploration subcontractors, for a lump sum fee of \$7,200 (seven thousand two hundred dollars and no cents).

If the above arrangements are acceptable to you, we can prepare a contract agreement for our work, or use one that you prepare.

Thank you for the opportunity to work with you on this project. Please call if you have any questions or need additional information.

Sincerely,



David L. Freed, P.E.
Geotechnical Associate

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

PUBLIC WORKS BUILDING PROJECT NEXT STEPS

Attached is a proposal received from DKA for Public Information Strategies for the Public Works Building Project.

Also attached is the report from the Public Building Committee on the advantages and disadvantages for the alternative concepts presented for the project.

If the Selectmen decide to move forward with the final design and engineering proposals for the project, the Town Manager is recommending funding through the FY 2023-2024 CIP Budget.



DORNENBURG | KALLENBACH ADVERTISING

January 19, 2023

Andrew J. Tierney
Town Manager
Town of Hebron
15 Gilead Street
Hebron, CT 06248
Re: Public Works Building Project – Public Information Strategies

Dear Andy,

Thank you for the opportunity to submit a proposal to develop and implement Public Information Strategies for the Town of Hebron in regard to the proposed Public Works Building Project.

DKA has over 25 years of experience with similar market research and public relations projects. Our municipal clients include Bolton, Coventry, Mansfield, Norwalk, Simsbury, and Tolland. We also work with economic and community development organizations, including Connecticut Main Street Center, Mansfield Downtown Partnership, and Simsbury Main Street Partnership. Our additional work for public and quasi-public agencies includes the Connecticut Office of the Treasurer's bond sales and investor relations programs, and the Parking Authorities in Hartford and Norwalk.

DKA has facilitated several communications planning and implementation processes for these organizations. We work collaboratively with diverse groups of stakeholders to build consensus among varying perspectives and opinions. We have direct experience engaging members of boards, commissions, committees, and staffs with their residents, businesses, other community members and partner organizations, to initiate and implement effective campaigns.

DKA delivers solutions for each of our clients that are tailor-made to be on-target, on-time, and on-budget. We believe that our qualifications are a match with your requirements and look forward to working with you and the Town of Hebron on this important project. Please contact me directly at any time, if you have questions or would like more information.

Sincerely,

Tod Kallenbach
Vice President
todk@dk-advertising.com
(860) 726-9740, x102

Dornenburg Kallenbach Advertising (DKA), the trade name of Dornenburg Group, LLC, has been approved by the State of Connecticut to provide Media, Marketing, and Public Relations Services for All Using State Agencies, Political Subdivisions, and Not-for-Profit Organizations, under the Department of Administrative Services (DAS) Contract #19PSX0009. We are also a DAS-approved Small Business Enterprise under the Supplier Diversity Program.

PROPOSED SCOPE OF WORK & TIMELINE

Public Works Building Project – Recommended Public Information Strategies:

Working with input provided by the Town Manager, Public Building Committee, Board of Selectmen and an ad hoc committee to be formed by the Town, DKA will provide three sequential phases of work during the remainder of calendar year 2023:

1. Develop, publicize and conduct a Public Online Survey (Survey Monkey) to determine residents' awareness of the project, along with their predominant questions, concerns, and needs for more information;
2. Develop and distribute a Frequently Asked Questions (FAQs) document (as a result of the survey findings); and
3. Conduct a Public Information Meeting(s), such as a panel of experts discussion (if desirable), prior to a public referendum on the project (date to be determined in 2023).

PROPOSED COST ESTIMATE

If Town representatives are in agreement with these proposed strategies and phases of work, DKA will provide services to the Town of Hebron based on our State contract hourly rate of \$125 for Research Services and Public Relations Support.

We estimate that each of the three proposed phases of work will require approximately one week (40 hours) of combined time. Therefore, our total cost estimate for this project is \$15,000 (120 hours @ \$125).

PROPOSED FEE STRUCTURE & PAYMENTS

1. This fee structure includes DKA employees' time only.
2. Additional costs may include mutually agreed-upon subcontracted services, such as printing and postage (if requested).
3. DKA will allot its budgeted hours to execute the services outlined in an approved project agreement. All meeting, research, planning, copywriting, design, production supervision, project management, travel and client consultation time from DKA will be included in the fee structure.
4. For development of work product, including market research questionnaires, documents, presentation materials, etc. (in both printed and digital formats), DKA will provide two (2) rounds of client-requested changes within our estimated costs. Additionally requested changes ("author's alterations") will be additionally charged at the hourly rate of \$125. All final work product will be delivered by DKA and become property of the Town of Hebron.

5. Upon request, DKA will prepare an estimate of total charges for any specific service, including any charges for materials or services that will be purchased from outside sources. Any additional project requests for services requiring additional time from DKA staff that are added to this original estimate will be charged at the hourly rate of \$125.
6. Upon initiation of work, DKA proposes to invoice the Town of Hebron on a monthly basis for actual hours expended during the prior month. This will enable monthly monitoring of hours expended (actual) as compared to the estimate (budget). Payments will be due within 30 days of invoice date.

APPROVAL

For the Town of Hebron:

Andrew J. Tierney, Town Manager

Date

For DKA:

Tod Kallenbach, Vice President

Date

**HEBRON PUBLIC BUILDING COMMITTEE
15 GILEAD STREET
HEBRON, CT 06248**

**PROPOSED NEW DEPARTMENT OF PUBLIC WORKS FACILITY
ALTERNATIVE CONCEPTS
ADVANTAGES AND DISADVANTAGES**

In response to the request made by the Board of Selectmen in your meeting of January 5, 2023, the Public Building Committee offers the following "Alternative Concepts" including a list of "Advantages and Disadvantages" for a proposed new Department of Public Works Facility.

Concept #1-Old Colchester Road-Construct a new Department of Public Works facility on the existing site. However, in order to accommodate the facility, it would require that parts of the existing Transfer Station either be relocated or terminated. The relocation would require that the Town procure a suitable and acceptable site to accommodate this operation. In regards to the termination of the Transfer Station, the Towns' residents could be offered curb side pickup of their weekly waste. Under either scenario, the Old Colchester Road site would be designed to continue to accept bulky waste. This Concept would also require that the Town procure the front portion of the Eversource land that is adjacent to the road.

ADVANTAGES

- Existing operational site for the current DPW.
- State and Local Permits are currently in place.

DISADVANTAGES

- The only way to free up available land and create adequate space to make the existing Old Colchester Road site workable for the construction and ultimately a viable facility would be for the DPW to shed some of their operations; after lengthy review, evaluations and discussions with Town Agencies an option was identified.
- In order to utilize this site, the Town will need to make a decision to terminate the existing Transfer Station or relocate it. If the decision is to terminate it, the Town will need to decide in what fashion the burden will be shifted to the Residents. The options could be that the residents would need to contract with a Trash Hauler for their curbside pickup; or the Town could incorporate the associated costs into the Residents' Real Estate Taxes. If the Town opts to relocate the Transfer Station, they will need to find and procure an acceptable parcel of land. This process along with the required State and Local approvals could take some time which would in turn delay the start of the new construction at the Old Colchester Road site. Either scenario would add time and costs to the overall construction project.
- Even with the Transfer Station removed from the existing site, it would require that the new construction be performed in phases in order to allow the DPW to continue their day-to-day

operations in an unheeded and safe manner; this would invariably add costs and time to the construction process.

- However, the removal of the Transfer Station from the site would allow for future expansion.
 - The existing site does not have access to public sewers, which means that all waste water from the truck washing bays would need to be captured first in an oil/water separator then directed into an underground holding tank. The waste water would then need to be pumped into tanker trucks and hauled off site and disposed of appropriately. This would incur ongoing costs to the operations of this facility.
 - There are existing stormwater basins that treat the runoff. They would likely need to be modified and expanded based on the redevelopment of the site. New treatment measures would likely be needed and they would have to expand onto the Eversource property. This would require that the Town procure the front portion of the land that is adjacent to the road. In addition, it is further evident that this land would be necessary for any proposed changes to this site.
 - There is no Public Water available at this site and that would require that a new well be drilled as the current one is inadequate to support the operations.
 - There is no Public Sanitary Sewer available at this site and that would require that a new septic system be designed and constructed as the existing one is the process of failing.
 - Currently there is only single-phase power on Old Colchester Road and Eversource has indicated that they have no intention of providing three-phase power. This would present challenges in being able to provide charging stations for EV powered vehicles.
-
- **Concept #2-Burnt Hill Park**-Relocate at least one or more of the playing fields to the John Horton Boulevard site. This would create enough land to be able to construct a new Department of Public Works facility on this property. Previously, a conceptual plan was prepared based on the remaining available land. It was only able to locate a primary building and salt shed but was not able to accommodate truck turning movements in the space that was available nor was it able to provide space for storm water treatment. The plan would have also compromised the existing park operations and storage areas. These are the reasons why it is necessary to utilize the land from one or more of the playing fields.

ADVANTAGES

- Reserving area at the park for a future Public Works Department facility was discussed at the time of the property purchase. However, once plans were laid out for the proposed park it became clear that due to site constraints there was not enough available land. Those constraints were primarily topography and wetlands.

DISADVANTAGES

- The added time and costs of relocating playing field(s) to John Horton Boulevard.
- The athletic fields were designed specifically for that purpose and as such have very extensive subsurface soil drainage layers and an underdrain system design. This along with the excellent maintenance program employed by the Parks and Recreation Department is why the fields drain well and that assists in fostering healthy turf fields. With the removal of the playing field(s) from

Burnt Hill Park, that construction would be lost if it were used for another purpose. In addition, similar designs would need to be employed at the Horton site if replacement field(s) were to be relocated there.

- The current hours of operations for the DPW typical concludes around 3:30 pm during the week. The playing fields generally start to see activity starting also around 3:30 pm in the afternoon. This would create a short period of time in which the DPW's vehicles would be entering and exiting the site at the same time that parents and players would be entering the site. In addition, there would be pedestrian traffic throughout the park that would be also occurring at this time, also.
- For at least a year, construction and construction vehicles would be entering and exiting the park in the process of constructing a new DPW facility.
- Possible objections from the Parks and Recreation Department, Park Patrons and abutting neighborhood residents in regards to this Concept.
- The existing site does not have access to public sewers, which means that all waste water from the truck washing bays would need to be captured first in an oil/water separator then directed to an underground holding tank. The waste water would then need to be pumped into tanker trucks and hauled off site and disposed of appropriately. This would incur ongoing costs to the operations of this facility.
- There is no Public Water available at this site and that might require that a new well be drilled.
- There is no Public Sanitary Sewer available at this site and that might require a new septic system with holding tanks or possibly the existing system could be modified and expanded.
- Currently there is only single-phase power on East Street and Eversource has indicated that they have no intention of providing three-phase power. This would present challenges in being able to provide charging stations for EV powered vehicles.

Concept #3-Lions' Fairground-Solicit the Lions' Club to see if they would be willing to provide the Town an adequate amount of land to construct a new Department of Works facility.

- In regards to this concept, the Town again recently approached the Lions' Club and they have again responded that they are not willing to provide the Town with land to construct a DPW facility and/or a Salt Shed.

Concept #4-John Horton Boulevard-Construct a new Department of Public Work facility on John Horton Boulevard with the exception that the Salt Storage Area would be located elsewhere. The existing Old Colchester site would still be maintained to support the storage of the DPW's equipment; accept recyclables; bulky waste and residential household waste.

ADVANTAGES

- The construction and operation of a Salt Shed on the Horton Property seems to be the main objection by abutting property Owners. By locating it to another acceptable location would seem to mitigate the concern.
- Main Operation would be centrally located within the Town.

- Main Operation would provide easy access to main arterial roads with in the Town-Routes 66 and 85.
- Main Operation would be located in a Commercially zoned area.
- This site does have access to public sewers, which means that all waste water from the truck washing bays and storm water run-off would ultimately be directed into them after on-site treatment has been completed.
- There is Public Water available at this site.
- There is Public Sanitary Sewer available at this site.
- There is three-phase power on Main Street. This would afford the ability to provide charging stations for EV powered vehicles.

DISADVANTAGES

- The challenge of finding an acceptable site for the Salt Shed.
- The added time and costs of exploring, finding and procuring an alternative site for the Salt Shed; this will in turn delay the ability start the work on the Horton Property thus adding time and costs to the overall construction project.
- There are logistical challenges to the DPW of not having the Salt Shed as part of or near their main operation; it will require the location of loading equipment at a remote location before, during and after potential weather events; in the cases where weather events that turn out to be less in severity or of no severity-would require that excess loaded material would have to be offloaded at the remote Salt Shed and the trucks then driven to be cleaned and washed at the DPW's main operation; the remote location of the Salt Shed could also create delays in the response times for the application and treatment of roadways;
- Locating the Storage Shed remotely would effectively decentralize the DPW's operations especially during the winter months; Upon initially responding to a winter weather event-the DPW's trucks located on John Horton Boulevard would have to first travel to the Salt Shed to be loaded before beginning the application of road treatments.

Concept #4A-John Horton Boulevard-Construct a new Department of Public Work facility on John Horton Boulevard with the exception that the Salt Storage Area would be located at the existing Old Colchester Road facility. The existing Old Colchester site would still be maintained to support the storage of the DPW's equipment; accept recyclables; bulky waste and residential household waste.

ADVANTAGES

- Salt Shed would be located in the existing operational site of the current DPW.
- State and Local Permits are currently in place at the existing site of the DPW.
- The construction and operation of a Salt Shed on the Horton Property seems to be the main objection by abutting property Owners. By maintaining it at Old Colchester Road would seem to mitigate the concern.
- Main Operation would be centrally located within the Town.
- Main Operation would provide easy access to main arterial roads with in the Town-Routes 66 and 85.

- Main Operation would be located in a Commercially zoned area.
- This site does have access to public sewers, which means that all waste water from the truck washing bays would be captured first in an oil/water separator then ultimately be directed into the public sewer.
- There is Public Water available at this site.
- There is Public Sanitary Sewer available at this site.
- There is three-phase power on Main Street. This would afford the ability to provide charging stations for EV powered vehicles.

DISADVANTAGES

- There are logistical challenges to the DPW of not having the Salt Shed as part of or near their main operation; it will require the location of loading equipment at a remote location before, during and after potential weather events; in the cases where weather events that turn out to be less in severity or of no severity-would require that excess loaded material would have to be offloaded at the remote Salt Shed and the trucks then driven to be cleaned and washed at the DPW's main operation; the remote location of the Salt Shed could also create delays in the response times for the application and treatment of roadways.
- Locating the Storage Shed remotely would effectively decentralize the DPW's operations especially during the winter months. Upon initially responding to a winter weather event-the DPW's trucks located on John Horton Boulevard would have to first travel to the Salt Shed on Old Colchester Road to be loaded before beginning the application of road treatments.
- There are issues with the existing Salt Shed and it would need to be removed and be rebuilt. In doing so it would be constructed and maintained to meet all of the current codes and regulations and "Best Management Practices."
- The water system at the existing Old Colchester Road is currently inadequate and a new well would need to be drilled.
- The sewer system at the existing Old Colchester Road site would require that a new septic system be designed and constructed as the existing one is the process of failing.
- All of the existing buildings at the Old Colchester Road facility have outlived their life expectancy and they are beyond repair and restoration. In addition, there are various code and accessibility issues that further deem them as not worth trying to repurpose. As a result, a small office building will need to be constructed that includes bath room facilities.

Concept #5-John Horton Boulevard-Construct a new Department of Public Work facility on John Horton Boulevard including the Salt Storage Area. The existing Old Colchester site would still be maintained to support the storage of the DPW's equipment; accept recyclables; bulky waste and residential household waste.

ADVANTAGES

- Centralized location within the Town of Hebron.
- Easy access to main arterial roads with in the Town-Routes 66 and 85
- Located in a Commercially zoned area.
- Construction would be linear with no delays and requirements for phasing plans.

- This site does have access to public sewers, which mean that all waste water from the truck washing bays, storm water run-off and the salt shed would ultimately be directed into them after on-site treatment has been completed.
- There is Public Water available at this site.
- There is Public Sanitary Sewer available at this site.
- There is three-phase power on Main Street. This would afford the ability to provide charging stations for EV powered vehicles.
- All runoff from in and around the Salt Shed would be connected to the sanitary sewer to eliminate any potential surface discharge and as an additional measure in consideration of the concerns that have been expressed.

DISADVANTAGES

- The construction and operation of a Salt Shed on the Horton Property seems to be the main objection by the abutting property Owners.
- Concerns have been raised by some residents in regards to the development of the property in not considering the early and previous occupants of the land. However, decades of land use planning has designated this area for future development.

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

**TAX ABATEMENT APPLICATION
14/16 MAIN STREET**

Attached is a recommendation from the Economic Development Commission in response to the Application for Tax Abatement from L & J Properties for 14/16 Main Street. A copy of the Economic Development Incentive Program is attached for your reference. Matt Bordeaux, Town Planner, and members of the Economic Development Commission will be in attendance to present the recommendation to the Board.

The Selectmen may consider the proposed resolution or defer the decision to a future meeting. Selectmen have 60 days to act on the request.

Proposed Resolution:

The Town of Hebron Economic Development Commission received the Economic Development Incentive Program application from L & J Properties, LLC, dated October 18, 2022 and revised January 13, 2023.

The Hebron Economic Development Commission reviewed the application for real property tax abatement with the applicant at its November 21, 2022 meeting and subsequently approved a recommendation at its January 23, 2023 meeting.

Whereas, the proposed new construction of a post and beam mixed-use building to be located at 16 Main Street in the Hebron Green Village District and is anticipated to cost the developer approximately \$650,000 to construct; and

Whereas, the Hebron Assessor has estimated the assessed value of the proposed improvements to be \$155,000 and at the 2021 Grand List mill rate would generate a tax bill of \$4,913.50. The proposed tax abatement would have a value of \$49,135.00 over the term of the agreement with the understanding that the assessed value and mill rate may be subject to change that will impact the full value of the abatement; and

Whereas, the applicant is not delinquent in any taxes that are otherwise due to the Town of Hebron; and

Whereas, L & J Properties LLC have demonstrated a commitment to the development of high-quality construction in an area of the Town that warrants a heightened concern for the impacts new development will have on the historic character of the National Register Historic District.

Therefore, be it resolved that the Hebron Board of Selectmen accept the recommendation of the Hebron Economic Development Commission and authorize the Town Manager to enter into an agreement with L & J Properties, LLC, fixing the assessment of proposed improvements at 16 Main Street (Parcel #70-32) to 0% of the assessed value for a period of ten (10) years and to take effect upon the first full fiscal year following the issuance of a Certificate of Occupancy by the Building Official.

**TOWN OF HEBRON
PLANNING AND DEVELOPMENT DEPARTMENT**

TO: Board of Selectmen
Town Manager, Andrew J. Tierney

FROM: Hebron Economic Development Commission
Matthew R. Bordeaux, Town Planner

DATE: January 27, 2023

RE: Hebron Economic Development Incentive Program
L & J Properties, LLC – Application for Tax Abatement for 16 Main Street

Hebron Economic Development Incentive Program Background

The Hebron Economic Development Incentive Program is intended to encourage the development and expansion of quality types of businesses. In an effort to attract these select businesses, the Town may offer tax abatement or other economic incentives if the Economic Development Commission and the Board of Selectmen deem such action to be in the best interest of the Town. The Program, pursuant to Connecticut General Statutes Section 12-65b, provides that the Town of Hebron, by affirmative vote of its Board of Selectmen, may enter into a written agreement, for a period of not more than ten years, with any party owning or proposing to acquire an interest in real property in Hebron, fixing the assessment of the real property which is the subject of the agreement, and all improvements thereon or therein and to be constructed thereon or therein, subject to all of the other provision of the Program policy.

The Program provides that the assessment period shall commence with the fiscal year of the Town of Hebron for which a tax list is proposed on the October 1st immediately preceding the issuance of a Certificate of Occupancy for the new construction, or occupancy of the new construction. This allows the applicant to realize the full abatement of the full assessment on a 100% complete project. The assessment of the real property for the period prior to the assessment period shall be determined in the normal course pursuant to State and local laws and ordinance.

The Program states that the Economic Development Commission (EDC) shall review the application and shall receive supporting documentation and request a presentation from the applicant. The EDC shall then make a report and recommendation to the Board of Selectmen. The Board of Selectmen's action on the application shall be final and shall occur within sixty (60) days of its receipt of approvals required by all Town agencies or Commissions. A copy of the Economic Development Incentive Program description is attached.

16 Main Street Development and Tax Abatement Application

The Hebron EDC received an application from L & J Properties, LLC on October 18, 2022 and subsequently revised on January 13, 2023. The applicant proposes the construction of a new, approximately 2,688 square foot, mixed-use building to be located at 16 Main Street. The post and beam building will be constructed in the space between the recently improved Flour Girl Bakery located in the historic Gale House at 14 Main Street, and the American Legion Post 95 at 18 Main Street.

The application describes the project, anticipated to cost \$650,000 to complete, with construction to commence in the Spring 2023, as the final phase of a multi-structure project to improve the historic Gale House and an associated garage for retail, restaurant, and residential uses.

The Economic Development Commission found the request to be consistent with the intent of the Program and the provisions of State Statute 12-65b. The EDC requested the Hebron Assessor's Office provide an estimate of the assessed value of the completed mixed-use building at 16 Main Street.

Tina Corriveau, Assessor, provided that the proposed project has an estimated assessed value of \$155,000. The Assessor stated that "At the 2021 Grand List mill rate, that will generate a tax bill of \$4,913.50."

At their January 23, 2023 meeting the Hebron Economic Development Commission unanimously approved the following motion:

"Move to recommend to the Hebron Board of Selectmen a tax abatement agreement with L&J Properties, LLC under the Town of Hebron Economic Development Incentive Program in accordance with Connecticut General Statute Section 12-65b for the construction of an approximately 2,688 square foot mixed-use building at 16 Main Street. The Hebron Economic Development Commission recommends the Board of Selectmen fix the real property assessment of the improvements as proposed in the application dated October 18, 2022 and revised January 13, 2023 to 0% for a period of ten (10) years beginning with the first full fiscal year following the issuance of a Certificate of Occupancy by the Building Official with the condition that the applicant have no outstanding obligations (tax or fee) to the Town of Hebron."

Board of Selectmen Action

A draft resolution for the Hebron Board of Selectmen in consideration of the recommendation from the Hebron Economic Development Commission dated January 23, 2023, is provided as follows:

The Town of Hebron Economic Development Commission received the Economic Development Incentive Program application from L & J Properties, LLC, dated October 18, 2022 and revised January 13, 2023.

The Hebron Economic Development Commission reviewed the application for real property tax abatement with the applicant at its November 21, 2022 meeting and subsequently approved a recommendation at its January 23, 2023 meeting.

Whereas, the proposed new construction of a post and beam mixed-use building to be located at 16 Main Street in the Hebron Green Village District and is anticipated to cost the developer approximately \$650,000 to construct; and

Whereas, the Hebron Assessor has estimated the assessed value of the proposed improvements to be \$155,000 and at the 2021 Grand List mill rate would generate a tax bill of \$4,913.50. The proposed tax abatement would have a value of \$49,135.00 over the term of the agreement with the understanding that the assessed value and mill rate may be subject to change that will impact the full value of the abatement; and

Whereas, the applicant is not delinquent in any taxes that are otherwise due to the Town of Hebron; and

Whereas, L & J Properties LLC have demonstrated a commitment to the development of high-quality construction in an area of the Town that warrants a heightened concern for the impacts new development will have on the historic character of the National Register Historic District.

Therefore, be it resolved that the Hebron Board of Selectmen accept the recommendation of the Hebron Economic Development Commission and authorize the Town Manager to enter into an agreement with L & J Properties, LLC, fixing the assessment of proposed improvements at 16 Main Street (Parcel #70-32) to 0% of the assessed value for a period of ten (10) years and to take effect upon the first full fiscal year following the issuance of a Certificate of Occupancy by the Building Official.

MRB

H:\Matt\EDC\Economic Development Incentive Program\Applications\14 Main St - L&J Properties\Memo to BOS - EDC Recommendation.docx
Attach.

TOWN OF HEBRON

**ECONOMIC
DEVELOPMENT INCENTIVE
PROGRAM**

DEVELOPED BY:

HEBRON ECONOMIC DEVELOPMENT COMMISSION

Approved by:

Hebron Board of Selectmen

Date: July 15, 2010

Revised: April 6, 2017

***Town of Hebron
Town Office Building
15 Gilead Street
Hebron, Connecticut 06248
TEL. (860) 228-5971
FAX (860) 228-5980
www.hebronct.com***

ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

It is the policy of the Town of Hebron to encourage the development and expansion of quality types of businesses. In an effort to attract these select businesses, the Town may offer tax abatement or other economic incentives if the Economic Development Commission and the Board of Selectmen deem such action to be in the best interest of the Town.

TYPES OF BUSINESS/INDUSTRY TARGETED

Incentives will be used to encourage, but shall not be limited to, the following types of development:

1. Corporate headquarters
2. Corporate satellite offices
3. Campus-style office development
4. Research and development facilities
5. Light manufacturing facilities
6. Mixed-use facilities
7. Retail use
8. Information technology use
9. Private recreation facilities
10. Health Care Facilities to include continuing care centers

OBJECTIVES OF THE TOWN OF ECONOMIC DEVELOPMENT INCENTIVE PROGRAM

The Town is interested in attracting businesses that will accomplish, but shall not be limited, to these goals:

1. Generate additional tax revenue through real estate and/or personal property taxes.
 2. Provide employment opportunities.
 3. Provide high quality goods and services.
 4. Conform to the Goals and Policies of the Town of Hebron Plan of Conservation and Development.
-

Town of Hebron
Economic Development Incentive Program

TYPES OF ASSISTANCE AVAILABLE

A. NEW BUILDING CONSTRUCTION OR ADDITIONS TO EXISTING BUILDINGS

TAX AGREEMENTS AS PERMITTED UNDER CGS, Section 12-65b

The assessment of the real property and all improvements thereon or therein and to be constructed thereon or therein may be fixed, or may be phased-in, at the discretion of the Hebron Board of Selectmen as follows.

The Town of Hebron, by affirmative vote of its Board of Selectmen, may enter into a written agreement, for a period of not more than ten years, with any party owning or proposing to acquire an interest in real property in Hebron, fixing the assessment of the real property which is the subject of the agreement, and all improvements thereon or therein and to be constructed thereon or therein, subject to all of the other provision of this document and policy. For purposes of this policy, " all improvements thereon or therein and to be constructed thereon or therein " includes the rehabilitation of existing structures.

The assessment period shall commence with the fiscal year of the Town of Hebron for which a tax list is proposed on the October first immediately preceding the issuance of a certificate of occupancy for the new construction, or occupancy of the new construction. The assessment of the real property for the period prior to the assessment period shall be determined in the normal course pursuant to State and local laws and ordinance.

Application Requirement and Procedures

Any applicant who is delinquent in any taxes that are otherwise due to the Town of Hebron shall be ineligible to enter into any such agreement.

Applications are encouraged to be submitted to the Economic Development Commission prior to submission of the formal site plan application to the Planning and Zoning Commission.

The Economic Development Commission shall review the application, and shall receive supporting documentation and request a presentation from the applicant. The Economic Development Commission shall then make a report and recommendation to the Board of Selectmen within sixty (60) days of receipt of a completed application by the Economic Development Commission. The Board of Selectmen's action on the application shall be

Town of Hebron
Economic Development Incentive Program

final and shall occur within sixty (60) days of its receipt of approvals required by all Town agencies or Commissions.

The Board of Selectmen reserves the right to alter or waive any of the foregoing provisions. These guidelines may be changed, in whole or in part, or repealed in their entirety, at any time, without a public hearing, by action of the Board of Selectmen.

B. ROAD CONSTRUCTION, UTILITY EXTENSION AND IMPROVEMENT ASSISTANCE

The Town of Hebron may assist the applicant in its attempt to offset the cost of public roads proposed for construction and/or utilities proposed for extension and/or improvement to serve desirable businesses and industries.

In the case of new road construction, the property on both sides of the new road must be zoned for industrial or commercial uses.

The new road must, when completed, connect at one end with the existing highway system of the Town. The title to the land on which such road is to be constructed shall be conveyed to the Town by Warranty Deed, for a nominal consideration, upon completion and approval, before any contribution is made by the Town. The plan for such road and associated site development must receive the approvals required of all Town agencies or commissions. Costs eligible for reimbursement shall exclude electric service and telephone service.

In the case of utility extension/improvement, the plan for such extension/improvement and associated site development must receive the approvals required of all Town agencies or commissions. Applications for reimbursement shall be limited to the extension/improvement of storm-water drainage, sanitary sewer, and other municipal utilities as may become available.

The applicant's reimbursement shall be based on the difference between the tax revenue collected before improvements and issuance of the Certificate of Occupancy and the tax revenues after such events. The taxes are those attributable to real estate and personal property.

Subject to the foregoing and following conditions, the town may reimburse the applicant for up to 100% of the costs of eligible public improvements upon receipt and approval of documentation of expenses incurred. Reimbursement will be in three (3) annual installments after the road is accepted by the Town. Each installment will not be greater than 50% of the additional tax revenues generated by the improvements for that year up to a maximum of 33% of the total reimbursement amount. Reimbursement shall be due

Town of Hebron
Economic Development Incentive Program

sixty (60) days after the first tax payment is received from the facilities that generated the increase in the assessment. The three year period shall begin once public improvements are completed to the satisfaction of the Town, and when occupancy of the new construction occurs or when a Certificate of Occupancy is issued for any building(s) benefiting from such improvements.

The Board of Selectmen reserves the right to include in any agreement under the guidelines any additional requirements pertaining to the road construction, utility expansion/improvement or site development.

Application Requirements and Procedures

The application for Town reimbursement shall be approved prior to construction start-up on the project. The applicant shall bear all costs for the planning, engineering, and construction of such facilities.

Any applicant who is delinquent in any taxes that are otherwise due to the Town of Hebron shall be ineligible to enter into any such agreement.

Application shall be made to the Economic Development Commission, and shall be in such form and contain such information as prescribed by the Economic Development Commission. Information required shall include, but not be limited to, site plans, itemization of improvements by category, quantity and cost, construction schedules, projected additional employees, identification of any public incentives, financial or otherwise, which are included in the project financing.

The Economic Development Commission shall review the application, and shall receive supporting documentation and request a presentation from the applicant. The Economic Development Commission shall then make a report and recommendation to the Board of Selectmen within sixty (60) days of receipt of a completed application by the Economic Development Commission. The Board of Selectmen's action on the application shall be final and shall occur within sixty (60) days of its receipt of approvals required by all Town agencies or Commissions.

In the event of unusual or extraordinary circumstances, the Board of Selectmen reserves the right to alter or waive any of the foregoing provisions. These guidelines may be changed, in whole or in part, or repealed in their entirety, at any time, without a public hearing, by action of the Board of Selectmen.

TOWN OF HEBRON
APPLICATION TO FIX ASSESSMENT OF PROPERTY UNDER
SECTION 12-65B CONNECTICUT GENERAL STATUTES
Applicant Information:

Business Name: L & J Properties

Street Address: 14-16 Main St

City: Hebron State: CT Zip: 06248

Assessor's Map #: 70 Parcel #: 32

Street Address: 14-16 Main St Hebron

Business: Jason and Lauri Tinelle Telephone: 860-334-5657
Owner
Email: lauri.tinelle@genexservices.com

President: Jason Tinelle Telephone: 860-334-5657
Email: Tinelle_bosnia@yahoo.com

Treasurer: Lauri Tinelle Telephone: 860-214-2816
Email: lauri.tinelle@genexservices.com

Property Owner Information:

Owner Name: Lauri and Jason Tinelle

Owner Address: 56 Mahoney Rd

City: Colchester State: CT Zip: 06415

Requested Assistance:

Please specify the type and amount of assistance that you are requesting.

- ☐ The length of time (in years) you are requesting assistance? 10 years
- ☐ A constant fixed amount of tax relief per year? In the amount of 100%
- ☐ A variable fixed amount of tax relief per year? In the following amounts:

- ☐ Or, a graduated percentage of fixed assessment per year as follows:

Project Description:

☒ New Construction

☐ Addition Total Cost/Project: 650,000

☐ Corporate Headquarters

☐ Satellite Offices

☐ Campus-style office development

☐ Research & Development

☐ Light Manufacturing

☒ Mixed use facility

☐ Retail use

☐ Information technology use

☐ Private recreational facilities

☐ HealthCare Facilities to include continuing care centers

Anticipated date of initiation: Spring 2023 _____

Anticipated date of completion: Summer 2023

Owner Occupied: ☐ Yes ☒ No

Builder for sublet: ☐ Yes ☐ No

of square feet: 2,688 (6,130 for all three buildings combined)

of floors: 2

Type of Construction: New Construction: this will be a handmade Post and Beam structure. It will have a professional kitchen as the Flour Girl Café is moving into it. She will also have a small store with her merchandise much like in the Bakery now but on a larger scale and increased seating. It will have a small Ell off the back towards the parking lot where we are planning for a small florist. Upstairs will have a 2-bedroom apartment and some office space. It will be built with the town center buildings in mind to ensure we keep with the theme. Many groups in town including Pollinator Pathway, Town Center Project and Historical Society are working with us as well to ensure we get it just right.

Planning and Zoning Approval: ☒ Yes ☐ No

Employment Information:

Total # of employees: 30 # of employees by category: Full-Time 20 Part-Time 10

of jobs:

Manufacturing _____ Office _____ Other _____

Engineering _____ IT Related _____

Semi-skilled _____ Unskilled _____

Current/Initial Employment: 20

Projected employment (5 years): 30

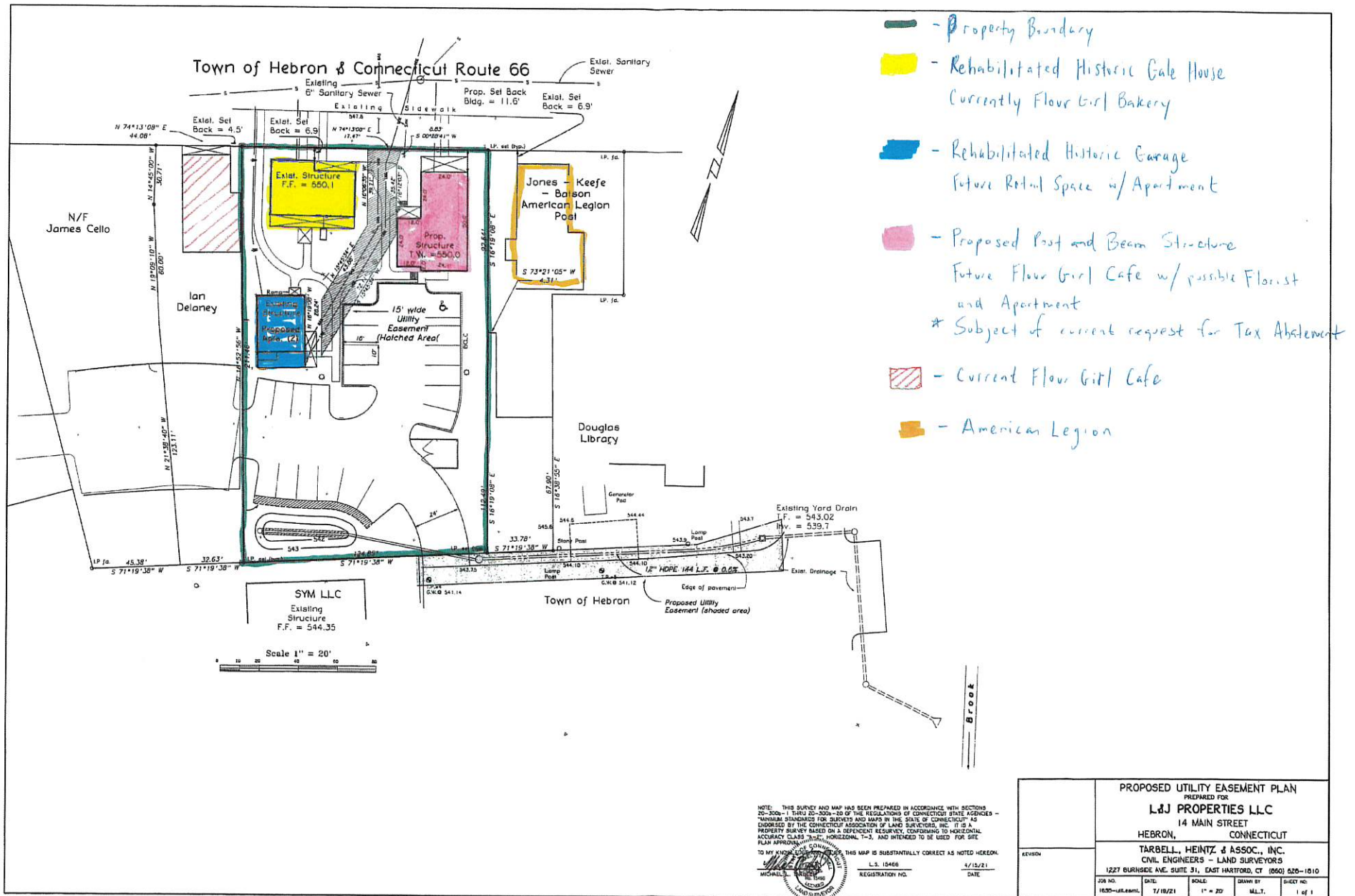
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Please submit any additional information as an attachment to this application that you believe may assist our understanding of your request. This can include but is not limited to: Proposed building and site plans; business plan; background information on company or individual requesting assistance, anticipated economic impact to the Town of Hebron from this project, etc.

Date Submitted: 10/18/22, Revised 1/13/23

Signature: Lauri Tinelle _____

For further information please contact: Matthew R. Bordeaux
Town Planner
15 Gilead Street and/or
Hebron, CT 06248
860-228-5971 x137
mbordeaux@hebronct.com

Andrew Tierney
Town Manager
15 Gilead Street
Hebron, CT 06248
860-228-5971 x122
atierney@hebronct.com



17 Main St
Hebron, Connecticut

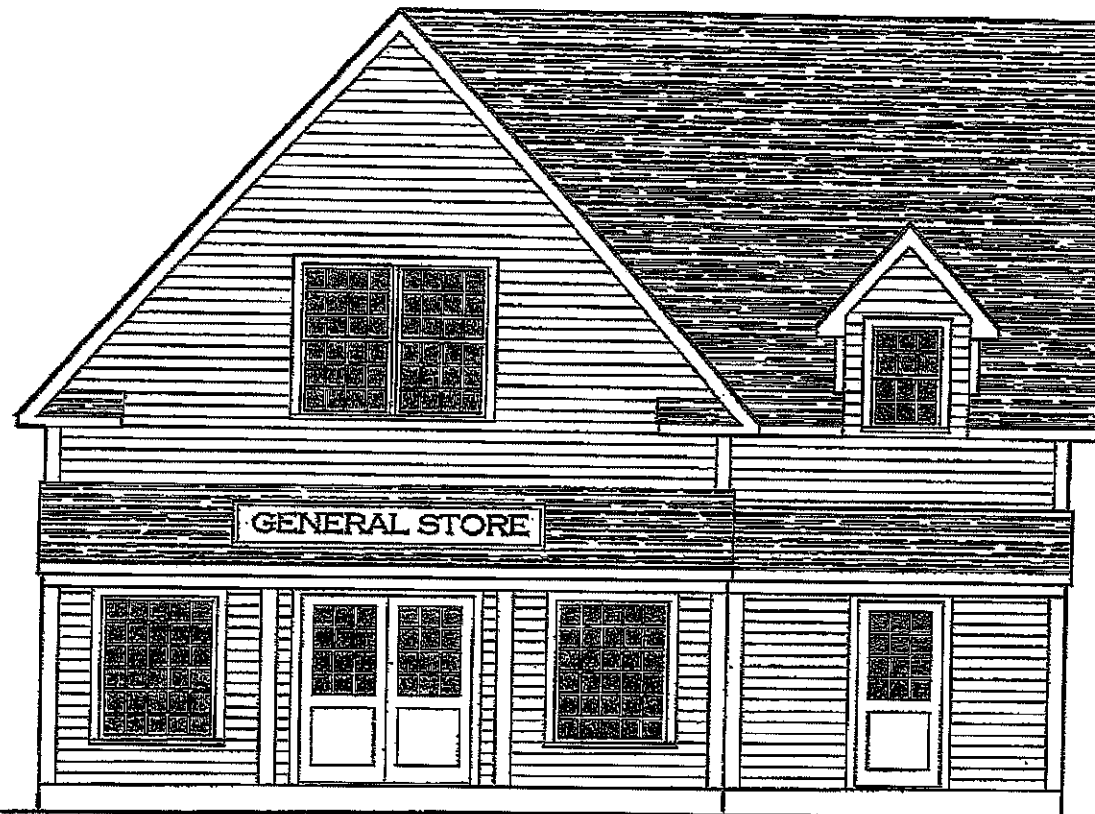


Street View - Aug 2022

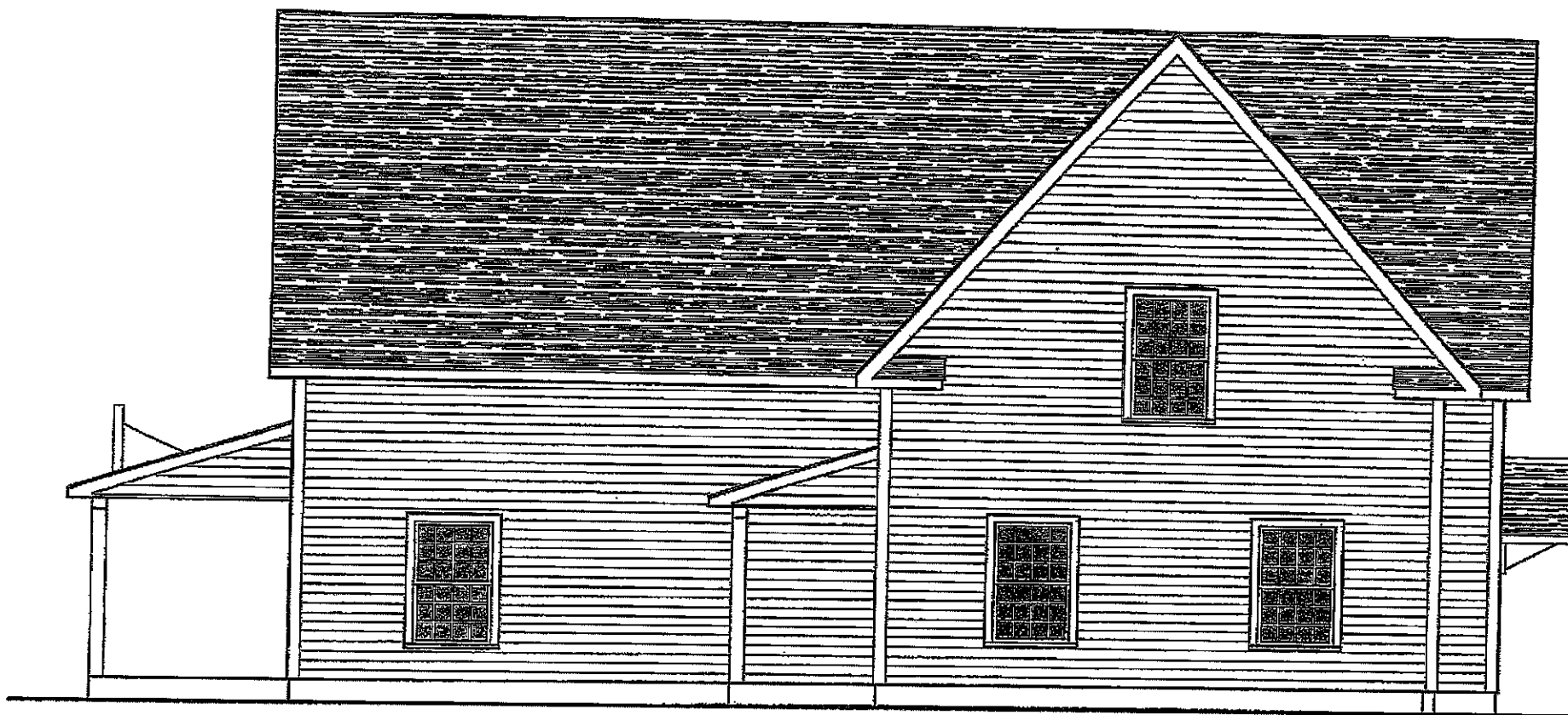


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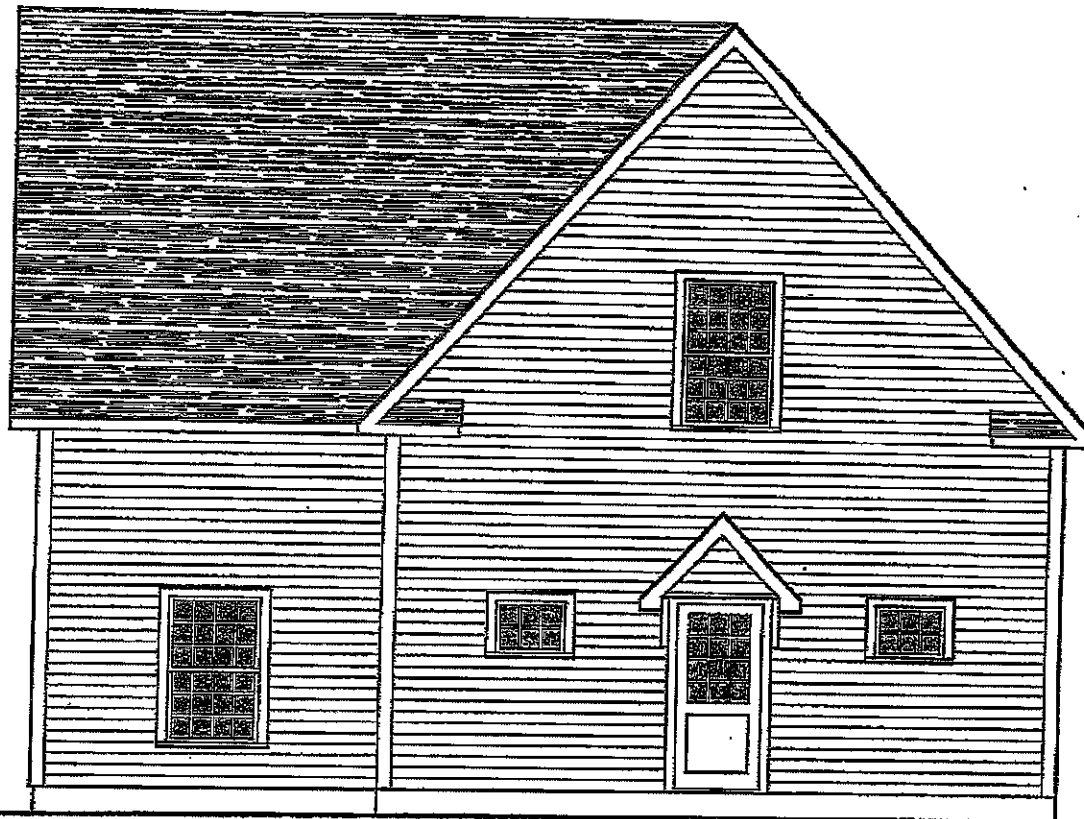




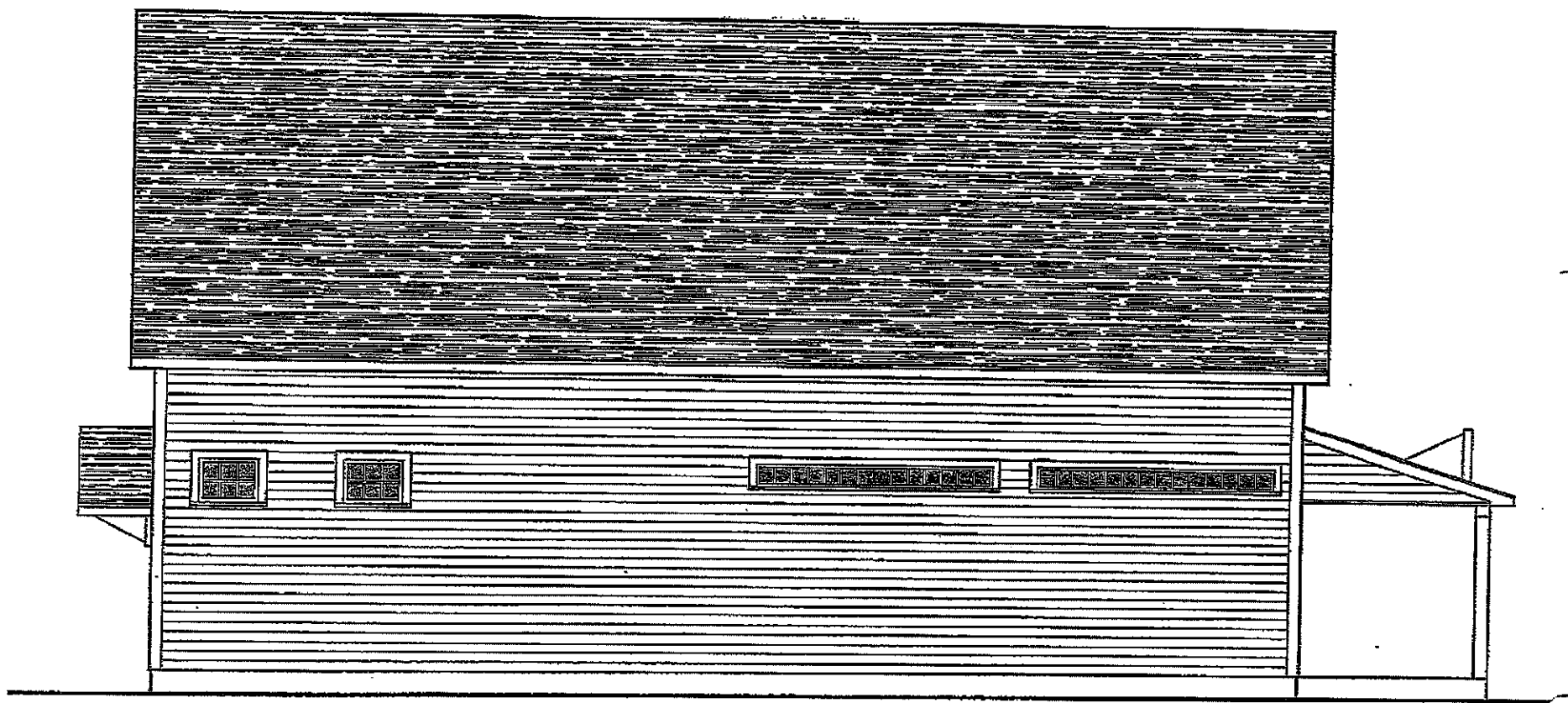
PROPOSED GENERAL STORE
14 MAIN ST.
1 OF 4



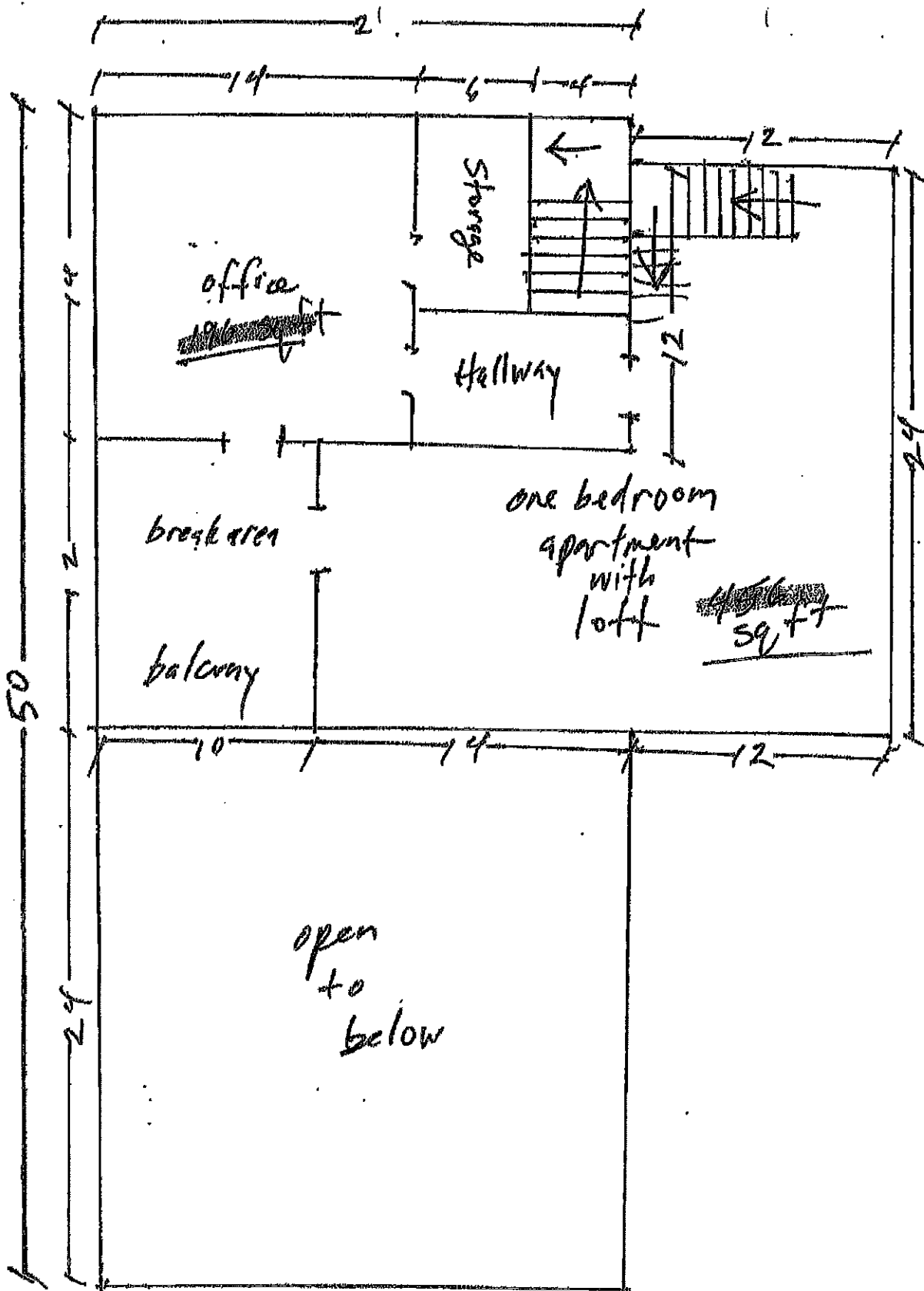
2 of 4



3 of 4



4 of 4



General Store
2nd floor



TOWN OF HEBRON
Revenue Collector
15 Gilead Street
Hebron, CT 06248

Phone: 860 228-5971 Fax: 860 228-4859

Hours: Mon.-Wed.; 8:00a.m.-4:00p.m.; Thurs.; 8:00a.m.-6:00p.m.; Fri.; 8:00a.m.-1:00p.m.

Date: January 25, 2023

PROPERTY TAX CLEARANCE

Owner of Record: L&J Properties LLC

Property Location: 14 Main Street

X Real Estate

X Sewer Use

X Sewer Assessment

The above property has been reviewed and it is determined as of the above date there are no taxes are due.

Adrian MacLean
Revenue Department

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

TRANSFER OF LAND AT ABBY DRIVE

Attached is a memo from Matt Bordeaux, Town Planner, regarding transfer of land at Abby Drive. Mr. Bordeaux will be in attendance at the meeting to review the proposed property transfer. This transfer would need Special Town Meeting approval.

Proposed Motion:

Move that the Hebron Board of Selectmen approve the transfer of land at Abby Drive as presented, and refer to a future Special Town Meeting at a date to be determined.

**TOWN OF HEBRON
PLANNING AND DEVELOPMENT DEPARTMENT**

TO: Andrew J. Tierney, Town Manager
Hebron Board of Selectmen

FROM: Matthew R. Bordeaux, Town Planner

DATE: December 30, 2022

RE: Transfer of Land at Abby Drive

Chuck & Terry Paprzyca of 35 Abby Drive have requested the Town of Hebron consider the sale of the 0.28 acre parcel of land (identified as Parcel #46-26X) located between their property and 29 Abby Drive. The Town-owned parcel was historically intended to provide access to undeveloped land located to the north. The access strip was designed to meet the standards for construction of a new public street that would allow for future residential development, however the approximately 104-acre parcel (identified as Parcel #46-18+19) was acquired by the State of Connecticut Department of Energy and Environmental Protection and no longer has any future development potential.

The Paprzyca's have expressed an interest in acquiring the unimproved access-strip (aka "paper road") so that it can be maintained to their satisfaction and enjoyment. The parcel of land serves no function to the public and is a potential liability and maintenance concern. I am requesting direction from the Board of Selectmen regarding the potential transfer of the 0.28 acre parcel. The following information is provided to assist the Board in their consideration of this request.

- The Abby Road Subdivision was approved by the Planning and Zoning Commission in 1962. The approved subdivision included the provision of access to adjacent land with development potential.
- Parcel 46-26X was dedicated for future access to the adjacent Parcel #46-18+19. The access-strip was designed to satisfy the requirements for public right-of-way with a 50' width and corner radii at the intersection with Abby Dr for vehicle turning movements consistent with public improvement standards.
- Parcel 46-26X was conveyed to the Town of Hebron in 1997 for \$1.
- Parcel 46-18+19 was acquired by the State of Connecticut in 2019 for the purpose of protecting, in perpetuity, wildlife and wildlife habitat.
- The assessed value of the access strip (Parcel #46-26X) is \$980. The Hebron Assessor's Office indicates that the addition of land (approximately 0.14 acres) to each abutting property would yield a nominal increase in assessed value.
- The driveway at 29 Abby Dr encroaches over the turning radius of the access strip on Parcel #46-26X. Conveyance of a portion of the Town-owned access strip would remedy the encroachment.
- 29 Abby Dr is in foreclosure on tax liens, action is pending.

I recommend the Board consider a common-sense approach to Mr. Paprzyca's request. A clean straight line drawn down the center of the Town-owned access strip, 25' from each property line, would result in the elimination of the rounded corners adjacent the intersection with Abby Dr. Mr. Paprzyca has expressed his satisfaction with this approach. Conveying the entire property to Mr. Paprzyca would leave an awkward condition in front of 29 Abby Dr, increasing the potential for future conflict. Although the ownership status of 29 Abby Dr is in an unsettled state, a property line adjustment as proposed would mitigate some of the potential concerns of potential future property owners. The resulting condition would be closer to conforming with zoning-related standards, providing some relief to lending institutions considering financing the property acquisition.

If the Board of Selectmen agree to Mr. Paprzyca's request and direct staff to move the project forward, Connecticut General Statutes Section 8-24 requires the Planning and Zoning Commission to make a report to the Board of Selectmen regarding the sale of the publicly owned land. Ultimately, in accordance with Hebron Charter Section 303A, a Special Town Meeting shall be called by the Board of Selectmen for the disposition of the fee title to real estate by the Town.

MRB

H:\Matt\35 Abby Dr - Memo to BOS.docx

State-owned Open Space

Town-owned Paper Road



June 21, 2022

Andrew J. Tierney
Town Manager
Town of Hebron
15 Gilead Street
Hebron, Connecticut 06248

Dear Mr. Tierney,

As per our conversation this morning, my wife and I are requesting that the Town of Hebron, CT consider our proposal to purchase the 0.28 acre parcel of land located between Lot 25 (#29) and Lot 26 (#35) Abby Drive in Hebron. The 79.28 acres north of Abby Drive (formerly Fracchia) was recently purchased as part of a total 283.71 acres, by the State of Connecticut.

Please consider our proposal and advise us as to a price determined by the Town. We appreciate your looking into this matter and thank you for all your help.

Sincerely,

Chuck & Terry Paprzyca
35 Abby Drive
Hebron, Connecticut 06248
860-643-1381
terry1357@att.net

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

APPROVE 2022-2024 WINDHAM HOSPITAL PARAMEDIC CONTRACT

Attached is the renewal for the Purchasing Agreement Between Town of Hebron Fire Department and Windham Hospital for Paramedic Services. Chief Starkel and the Town Manager are recommending approval.

Proposed Motion:

Move that the Hebron Board of Selectmen approve the Purchasing Agreement Between Town of Hebron Fire Department and Windham Hospital for Paramedic Services and authorize Andrew J. Tierney, Town Manager, to sign the agreement.

Donna Lanza

From: Peter Starkel
Sent: Friday, January 13, 2023 11:52 AM
To: Andy Tierney; Donna Lanza; Elaine Griffin
Cc: Peter Starkel
Subject: Windham Hospital Paramedic Service Contract
Attachments: 2022-2024 Windham Hospital Paramedic Contract - HEBRON.pdf

Good Morning

Our Windham Hospital Paramedic Service Contract is up for renewal, and the committee comprised of both the Hospital and service providers have tentatively agreed to renewal terms, with some minor changes, which are as follows:

1. Contract will renew with a term of 12/1/22 to 6/30/24 to get it on a fiscal year basis, with an increase in the paramedic service fee from \$1.00 per capita to \$1.25 per capita, effective 7/1/23.
2. Paramedic service fee will increase from \$1.25 per capita to \$1.50 per capita effective 7/1/24
3. Beginning 7/1/24, term of contract will become two years
4. Increase the amounts paid under the following sections of the contract (effective date for these would be 2/1/23):
 - a. 1.4.2.1 (i) - \$230 (currently \$220)
 - b. 1.4.2.1 (iii) - \$110 (currently \$98.42)
 - c. 1.4.2.2 - \$110 (currently \$98.42)
 - d. 1.4.2.3 (iii) - \$55 (currently \$49.21)
 - e. 1.4.2.4 - \$55 (currently \$49.21)
5. Add the following language to the end of section 1.4.2.7: "Service providers shall complete their corresponding patient care reports within 48 hours of transport to insure timely and accurate bundle billing".

All other provisions of the contract would remain intact. All of the parties involved feel these changes, while minor in the grand scheme of things, will assist in keeping this top tier paramedic program viable for our Towns and the people we serve.

Please review and let me know if you have any questions or concerns. Please sign and return at your earliest convenience so that I may in turn have Windham sign off as well.

Thank you,

Peter

Chief Peter J. Starkel

Hebron Fire Department
44 Main Street, PO Box 911
Hebron, CT 06248

860-228-3022 x160
Fax 860-228-0711

**Purchasing Agreement
Between
Town of Hebron Fire Department
and
Windham Hospital
for
Paramedic Services**

This Agreement (hereinafter "Agreement") is made and entered into by and between:

**Town of Hebron Fire Department
Attn. Chief Peter J. Starkel
PO Box 911
Hebron, CT 06248**

and

**Windham Hospital
Paramedic Program
112 Mansfield Avenue
Willimantic, CT 06226**

hereinafter "Service Provider" or "Department"

hereinafter "Contractor" or "Windham"

**Chief Peter J. Starkel/(860) 228-3022
Contract Administrator/Phone**

**Paul Pedchenko/(860) 456-6882
Contractor Contact/Phone**

Section 1

DEFINITIONS:

- A. ALS: Advanced life support.
- B. Available: Not otherwise committed to another emergency incident and having a paramedic able to begin response immediately to a request for service.
- C. Breach: Failure, without legal excuse, to perform any promise or to carry out any of the material terms of this Contract.
- D. BLS: Basic life support.
- E. Contract: This agreement, as of its effective date, between the Contractor and the Town of Hebron Fire Department, including all of its terms and conditions, and any exhibits or attachments referenced herein.
- F. Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, billing agents, servants, consultants, employees, or any one of them, or any other person or entity with whom the Contractor is in privity of oral or written contract if the Contractor intends for such other person or entity to perform under this Contract in any capacity, including, but not limited to, any subcontractors.
- G. EMS Manager: EMS Manager refers to Windham's EMS Program Manager.
- H. OEMS: State of Connecticut Department of Public Health, Office of Emergency Medical services which is the regulatory authority for emergency medical services provided in Connecticut.
- I. Paramedic Intercept Services: The delivery of ALS Services, consisting of delivering a paramedic to the scene of an incident or at such other rendezvous point as the parties may agree to, and the rendering of such ALS Services (including a paramedic assessment and ALS drugs or supplies) as the paramedic may deem appropriate, subject to applicable medical control. .
- J. Special Event Coverage: Provision of a dedicated paramedic to standby at a specific location or event for the purposes of providing medical care to participants, or spectators to the event.
- K. Unavailable: When the contractor does not have a paramedic immediately available to respond and does not have a reasonable expectation that a paramedic will be able to respond. Additionally, Windham will be considered to be unavailable if the paramedic that they have available for response is in a geographic position

where the transporting ambulance is closer to a destination hospital than the paramedic. Contractor will not be considered Unavailable if the responding paramedic is able to make patient contact prior to arrival at a medical facility.

L. **Work Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

1.1. **Term:** This Agreement between the Service Provider and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 **Effective Date:** December 1, 2022
End Date: June 30, 2024

1.1.2 **Amendment Terms:** All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2. **Brief Summary of Services:** The Town of Hebron Fire Department, is the provider of basic life support transport ambulance services ("BLS Ambulance Services") and the holder of a primary service area assignment for first responder and basic ambulance service that operates in and around the Town of Hebron ("Service Area"); and desires to obtain Paramedic Intercept Services and special detail paramedics for standby; and Windham is a provider of advanced life support services ("ALS Services") that employs licensed paramedics to provide such services; and Windham is ready, willing and able to provide the required paramedic services sought by the Service Provider on the terms and conditions set forth herein; and the Parties hereto desire to enter into a contract articulating their respective rights and responsibilities regarding the provision of and payment for Paramedic Intercept Services.

1.2.1 **Service Location:** Services will be provided anywhere within the primary service area of the Service Provider's ambulance, at intercept locations as determined by the Service Provider's personnel, and in any other location where the Service Provider's ambulance is dispatched and paramedic service is required.

1.3 **Maximum Amount Payable:** For the following services as described further in Section 1.4:

SERVICE	COST TO SERVICE PROVIDER	Contract Section
Annual Paramedic Service Fee	\$0.00	1.4.1
ALS Transport (Private insurer)	\$0.00	1.4.2
ALS Transport (Medicare/Tricare)	\$230.00 per patient	1.4.2.1 (i)
ALS Transport (Medicare HMO)	50% of recovery from patient	1.4.2.1 (ii)
ALS Transport (Medicaid)	\$110.00 per patient	1.4.2.1 (iii)
ALS Transport (Self-pay)	\$110.00 per patient	1.4.2.2
ALS Assessment (Private insurer)	\$0.00	1.4.2
ALS Assessment (Medicare/Tricare)	\$100.00 per patient	1.4.2.3 (i)
ALS Assessment (Medicare HMO)	50% of recovery from patient	1.4.2.3 (ii)
ALS Assessment (Medicaid)	\$55.00 per patient	1.4.2.3 (iii)
ALS Assessment (Self-pay)	\$55.00 per patient	1.4.2.4

1.4 **Payment/Pricing Terms:** Net thirty (30) days

- 1.4.1 **Paramedic Service Fee:** The Service Provider will pay Windham a paramedic service fee to provide Paramedic Intercept Services as outlined in this Agreement. The paramedic service fee shall be \$1.00 "per-capita" for the approximate annual population of the Town of Hebron as determined by the most current census as published by the State of Connecticut Department of Public Health.

Effective July 1, 2023, the Service Provider will pay Windham a paramedic service fee to provide Paramedic Intercept Services as outlined in this Agreement. The paramedic service fee shall be \$1.25 "per-capita" for the approximate annual population of the Town of Hebron as determined by the most current census as published by the State of Connecticut Department of Public Health.

Effective July 1, 2024, the Service Provider will pay Windham a paramedic service fee to provide Paramedic Intercept Services as outlined in this Agreement. The paramedic service fee shall be \$1.50 "per-capita" for the approximate annual population of the Town of Hebron as determined by the most current census as published by the State of Connecticut Department of Public Health.

The paramedic service fee will be paid in quarterly installments, based on the Town of Hebron's fiscal year. Windham will submit an invoice to the Town of Hebron. Payment terms are net thirty (30) days.

- 1.4.2 **Patient Billing:** The Service Provider agrees to support Windham in a direct billing program where Windham will directly bill privately insured patients for any paramedic service which Windham provides and is permitted to charge for; according to CT DPH OEMS rate schedules. The Service Provider will not be responsible for any costs nor payments to Windham for privately insured patients except as provided for in 1.4.1. The Service Provider agrees to pay Windham a flat fee for each patient transported or assessed who is insured by Medicare or Tricare, Medicare HMO, Medicaid, and for any patient classified as a "self-pay" according to the terms noted below in this Section 1.4.2. The Service Provider will also pay Windham an hourly fee when a paramedic is requested to standby for a special event as described further in Section 1.4.2.9. below.

- 1.4.2.1 Whenever Windham provides Paramedic Intercept Services to a patient and said paramedic transports the patient to a hospital in a Service Provider ambulance and provides advanced life support assessment or treatment, and the patient is insured by Medicare, Tricare, Medicare HMO, or Medicaid, the billing agent for the Service Provider will send a bill to the respective insurer, to include the ALS transport fee. The Service Provider, contingent upon receipt of payment from the insurer, will pay Windham the following amounts:

- (i) Medicare or Tricare- \$230.00 per patient
- (ii) Medicare HMO – 50% of all monies collected for the patient (regardless of source)
- (iii) Medicaid - \$110.00 per patient

Windham authorizes a "bundled bill" whereas the Service Provider's billing agent will submit claims on its behalf to Medicare, Tricare, Medicare HMO, or Medicaid for ALS transport services provided by Windham.

- 1.4.2.2 Whenever Windham provides Paramedic Intercept Services to a patient and said paramedic transports the patient to a hospital in a Service Provider ambulance and provides advanced life support assessment or treatment, and the patient has no insurance aka a "self-pay" situation, the billing agent for the Service Provider will send a bill to the patient, to include the ALS fee. The Service Provider, contingent upon receipt of payment from the patient, will pay Windham the following amount:

- (i) Self-Pay - \$110.00 per patient

- 1.4.2.3 Whenever Windham is dispatched as part of the initial emergency response to a call where the patient's reported condition warrants advanced life support as dictated by Emergency Medical Dispatch (EMD) protocols pursuant to Public Act 00-151; and Windham provides an advanced life

support assessment or at least one ALS intervention but does not transport the patient to the hospital; and the patient is insured by Medicare, Tricare, Medicare HMO, or Medicaid, the billing agent for the Service Provider will send a bill to the respective insurer to include an ALS assessment fee. The Service Provider, contingent upon receipt of payment from the insurer or patient for a "self-pay", will pay Windham the following amounts:

- (i) Medicare or Tricare - \$100 per patient
- (ii) Medicare HMO – 50% of all monies collected on behalf of each patient
- (iii) Medicaid - \$55.00 per patient

1.4.2.4 Whenever Windham is dispatched as part of the initial emergency response to a call where the patient's reported condition warrants advanced life support as dictated by Emergency Medical Dispatch (EMD) protocols pursuant to Public Act 00-151; and Windham provides an advanced life support assessment or at least one ALS intervention but does not transport the patient to the hospital; and the patient has no insurance aka a "self-pay" situation, the billing agent for the Service Provider will send a bill to the patient, to include the ALS assessment fee. The Service Provider, contingent upon receipt of payment from the patient, will pay Windham the following amount:

- (ii) Self-Pay - \$55.00 per patient

1.4.2.5 Whenever Windham provides Paramedic Intercept Services to a patient and said paramedic transports the patient in a Service Provider ambulance and/or provides advanced life support assessment or treatment, and the patient has any type of insurance or payor types other than described above in Sections 1.4.2.1, 1.4.2.3 or lack of insurance as described in Sections 1.4.2.2, 1.4.2.4, shall be considered a "privately insured" situation and Windham will bill all applicable charges, as provided for by OEMS, to the patient's insurance carrier, third party payers, or the patient.

1.4.2.6 In the event of any future insurance classifications or payor types, or ALS services other than those cited in this Agreement herein shall be considered a "privately insured" situation until a payment arrangement has been mutually agreed upon by both parties and effectuated by written amendment to this Agreement.

1.4.2.7 Windham will, on a bi-weekly basis, submit to the Service Providers authorized billing agent, any claims/requests for payment as described in Section 1.4.2.1 - 1.4.2.4 for all Paramedic Intercept Services performed by Windham. Each claim shall be accompanied by a copy of the paramedic patient care report; including date and time of each call for paramedic intercept service, address of pick-up or intercept location and destination medical facility.

Patient care reports must be supplied by Windham in order for the Service Provider to submit to the billing agent for proper claim submission within 30 days of the date of service. Windham will only be paid for calls in which a completed patient care report is supplied within the 30 day filing limit and in which the documentation properly justified the billing at an ALS rate and in accordance with this Section 1.4.

1.4.2.8 In the event Windham provides any of the Services in this Agreement to any other provider at lower rates than those rates cited in this Section 1.4., Windham agrees to offer said lower rates to the Service Provider and will execute a written amendment to this Agreement, if required by the Service Provider.

1.4.2.9 Special Event Coverage: The Service Provider will pay Windham \$60.00 per hour to provide a paramedic to standby at special events that do not meet the specific criteria as described in Section 1.5.3.
below.

1.5 Detailed Contractor Responsibilities:

- 1.5.2 Paramedic Intercept Services: Windham will provide Paramedic Intercept Services twenty-four (24) hours per day, seven (7) days a week, three hundred sixty-five (365) days a year. WCMH will endeavor to respond to all ALS calls as requested by the Service Provider.
- 1.5.3 Requests for Paramedic Intercept Services: Any requests for Paramedic Intercept Services pursuant to this Contract shall be made by the Service Provider's Public Safety Answering Point, by another dispatch agency at the request of the Service Provider's Public Safety Answering Point or by the Service Provider's Public Safety personnel directly to the Windham's paramedic dispatching point, currently Willimantic Fire Chiefs Switchboard Association, aka "WW".
- 1.5.3. Special Event Coverage: At the request of the Service Provider, Windham will provide a paramedic to standby at a special event that meets specific criteria or at the discretion of the EMS manager at no cost to the Service Provider. Windham will utilize a risk assessment decision tool for the criteria. Parameters of this risk assessment tool will be shared with the Service Provider and Windham warrants that this risk assessment tool will be applied equally across the entire paramedic service area. If the Service Provider requests a paramedic that does not meet said criteria, the Service Provider will compensate Windham as described in Section 1.4.2.9. herein. Windham agrees to hire and provide the paramedic to the Service Provider according to parameters below:
- 1.5.3.1. When being requested for an event, the requesting Service Provider representative will notify Windham of the contact information for the Service Provider's division, department or person who will be billed for the event and, if available, of the corresponding purchase order number. Upon completion of the event, Windham will submit an itemized invoice, noting the purchase order if available, to the appropriate contact.
- 1.5.3.2. General supervision, deployment and logistics regarding the paramedic during the event will be managed by the Service Provider Fire Department Officer in Charge.
- 1.5.3.3. The Windham paramedic will be dedicated to the event and not routinely subject to calls in other jurisdictions or in the Service Provider's service area. The Service Provider Fire Department Officer in Charge will retain decision-making authority if/when the paramedic is Available for other calls.
- 1.5.3.4. The Service Provider will handle and document BLS level calls. No patient contact is needed by the paramedic unless requested by the Service Provider or the Windham paramedic believes ALS is warranted.
- 1.5.3.5. When assigned to an EMS (Emergency Medical Services) team, for chain of command purposes, the Windham paramedic will report to the Service Provider team leader for operational issues. For patient care issues/management, the team leader will defer to the Windham paramedic.
- 1.5.3.6. Windham paramedics covering Special Events will be expected to transport any ALS patients from the event they are hired for. Any deviation from this condition will only be done by mutual agreement of the Windham paramedic or Windham paramedic supervisor, and the Service Provider Fire Department Officer in Charge. If the paramedic transports a patient from an event, Windham will make reasonable attempts to move a line medic to the Service Provider area, although this medic would not be committed to the event.
- 1.5.4. Advisory Committee: Windham agrees to the creation and maintenance of an Advisory Committee which consists of municipal representatives and emergency medical services transport providers, to include Service Provider representatives, in the service area where Windham provides paramedic services. Such Advisory Committee will be for the purposes of centralizing paramedic service issues and advising Windham representatives on the needs and wants of those to whom Windham is contracted to provide intercept services. A representative of Windham shall attend every regular and special meeting of the Advisory Committee. Such regular meetings will not be less than quarterly, nor more than monthly, and may be called at any time. Special meetings may be called for good and sufficient reasons. A minimum meeting quorum of sixty percent (60%) will be required.
- 1.5.5. Contractor Qualifications and Status: The Contractor represents that it is fully experienced and properly qualified to perform its obligations pursuant to this Contract, and that it is properly licensed, equipped, organized and financed to do so, at its own expense. The relationship of the Parties to this Contract is that of independent contractors. The Contractor shall maintain complete control over its employees and any subcontractors. The Contractor shall furnish fully qualified personnel to perform its obligations under this Contract. The Contractor shall perform all obligations in accordance with its

methods, subject to compliance with this Contract and all applicable laws and regulations. It is acknowledged that Contractor's performance hereunder does not in any way conflict with other contractual commitments with or by the Contractor.

- 1.5.6. Medical Licensure/Medical Control: At the request of the Service Provider, Windham shall show proof of current State of Connecticut emergency medical paramedic licensure of all employees assigned to work under this Contract. All such employees must maintain medical control with the Windham Medical Director, to include any pertinent educational and clinical standards needed.
- 1.5.7. Personnel List: At the request of the Service Provider, Windham shall provide a list of current qualified employees.
- 1.5.8. Labor and Personnel.
 - 1.5.8.1. At all times, the Contractor shall utilize approved, qualified personnel necessary to perform its obligations under this Contract. The Contractor agrees not to subcontract any services to be provided by Contractor under this Contract without the prior written permission of the Service Provider. The Contractor shall advise the Service Provider promptly, in writing, of any actual or anticipated labor dispute or other labor-related occurrence known to the Contractor involving the Contractor's employees or subcontractors, which may reasonably be expected to affect the Contractor's obligations under this Contract. The Contractor shall assume full financial responsibility for any economic harm caused to the Service Provider by such subcontract arrangement.
 - 1.5.8.2. Upon the Service Provider's request, the Contractor shall reassign from this Contract any employee or representative whom the Service Provider, in its sole but reasonable discretion, determines is incompetent, dishonest or uncooperative. In requesting the reassignment of an employee under this paragraph, the Service Provider shall give ten (10) Work Days' notice to the Contractor of the Service Provider's desire for such reassignment. The Contractor will then have five (5) Work Days to investigate the situation and attempt, if it so desires, to satisfy the Service Provider that the employee should not be reassigned; however, the Service Provider's decision, in its sole but reasonable discretion, after such five (5) Work Day period shall be final. Should the Service Provider still desire reassignment, then no longer than five (5) Work Days thereafter, or ten (10) Work Days from the date of the notice of reassignment, the employee shall be reassigned from this Contract. Notwithstanding the foregoing, the Service Provider reserves the right to require the immediate removal of any employee or representative, whom the Service Provider reasonably believes, in its sole discretion, represents an immediate risk to the health, safety and/or reputation of the Service Provider and its community.
- 1.5.9. Workforce Management: Windham shall be responsible for all employee issues concerning its own workforce, including but not limited to, hiring, payroll, scheduling, performance reviews, taxes, insurance, discipline and supervision.
 - 1.5.9.1. Windham shall establish a reporting process for which the Service Provider can provide complaints or commendations regarding the actions of Windham personnel providing paramedic service to Windham supervisors or managers. Windham agrees to consider the input of the Service Provider and/or the Advisory Committee in the commendation, supervisory and discipline process, provided such input is in writing or in accordance with the aforementioned reporting process.
 - 1.5.9.2. the Service Provider reserves the right to refuse, in serious or egregious circumstances, to have a Windham employee perform services for the Service Provider as further described above in Section 1.5.8.2. Such refusal shall be made in writing to Windham, with copy to the Advisory Committee. Such written correspondence shall clearly identify the reason(s) for such refusal to allow employee to provide service for the Service Provider.
 - 1.5.9.3. Windham shall be responsible for maintaining a tranquil working relationship between its work force, the Service Provider employees, and any other contractors present at the work site. Windham shall quickly resolve all labor disputes which result from its presence at the work site, or other action under its control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for costs, expenses or any other

loss or damage unless caused by service the Service Provider, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under this Contract.

1.5.10. Vehicles and Equipment: Windham represents and warrants that:

- 1.5.10.1. All paramedic vehicles providing service to the Service Provider meet all OEMS vehicle and equipment requirements and have the capability to transmit and receive on the the Service Provider Fire Department radio frequencies. It will provide a sufficient number of paramedic vehicles so that a mechanical malfunction of a vehicle will not materially reduce the number of scheduled paramedics.
 - 1.5.10.2. It or one of its affiliates is the owner of record or lessee of record of each Windham motor vehicle used in the performance of this Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("DMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by DMV, for any reason or cause. If such motor vehicle is not registered with DMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - 1.5.10.3. Each such motor vehicle will be fully insured in accordance with the provisions of Conn. Gen. Stat. §§14-12b, 14-112 and 38a-371, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by DMV as a condition for the award of this Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - 1.5.10.4. Each Contractor party who uses or operates a motor vehicle at any time in the performance of this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Conn. Gen. Stat. §14-36a, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by DMV or such other jurisdiction for any reason or cause.
 - 1.5.10.5. Each motor vehicle will be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. §14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
- 1.5.11. Staffing: On an annual basis, Windham will provide a written schedule of the location and times where Windham will be staffing a paramedic intercept vehicle which will fulfill the obligations under this Contract. Excepting emergency calls and short-term situations, defined as less than twelve (12) hours in duration, Windham will notify the Service Provider Public Safety Answering Point if Windham Available staffing is materially reduced below what was reported to the Service Provider on the aforementioned written schedule. Windham shall notify the Service Provider in writing, not less than ninety (90) days prior, if Windham intends to substantially increase or decrease overall paramedic staffing, or substantially changes the posting location of any of its paramedic vehicles.
- 1.5.12. Performance Metrics: Windham agrees to the following performance metrics and associated reports on metrics to suffice the requirements relative to local EMS planning and responder performance as outlined within Connecticut General Statute Section 19a-181b:

- 1.5.12.1. Notification of Availability: If requested for paramedic intercept, Windham will immediately classify their availability status to the requesting person, generally the Service Provider Public Safety Answering Point, as: Available or Unavailable.

At any time, after having been requested and providing their initial status, Windham will notify the Service Provider Public Safety Answering Point immediately, if their availability changes, or if any condition presents that significantly alters their expected response time or availability status.

- 1.5.12.2. Unavailability: On a quarterly basis, Windham will evaluate the number of responses where they were Unavailable when requested to the Service Provider. Windham will respond to at least 85% of overall requests for service. (Unavailability must not exceed 15% of requested paramedic intercept call volume.) If Windham fails to meet this standard, Windham must notify both the Advisory Committee and the Service Provider in writing of the actions it is taking to reduce Unavailability.

If there are two consecutive quarters of Unavailability above 15%, Windham will be considered habitually Unavailable and will be notified in writing of such. Windham will, within seven (7) calendar days, schedule a special meeting to be held within fourteen (14) calendar days with the Advisory Committee and representatives of the Service Provider to discuss the situation and Windham's proposed remedy. The remedy must be agreed upon by the Service Provider. Failure to reach agreement on a remedy for habitual Unavailability may be considered a Breach of contract by Windham.

In the event of a dispute between the Service Provider and Windham regarding Unavailability for a single call or for a quarterly percentage, the response data held by the Service Provider will be considered to be the determining record. Calculated percentages will be to the nearest whole number. Upon request, Windham will be provided with basic information noted on incident or dispatch records as held by the Service Provider, either the the Service Provider Public Safety Communications or the the Service Provider Fire Department. Upon request, the Service Provider will be provided with basic information noted on incident or dispatch records as held by Windham, either by the WW Dispatch Center or the Windham paramedic service. Windham will be provided the opportunity to submit records or information which can be used to rebut records held by the Service Provider. In the event of a continued dispute over a single instance where Windham was reported as Unavailable, Windham and the Service Provider agree that all facts and information held by both the Service Provider and Windham will be presented to the Advisory Board and that simple majority vote of the Advisory Board will determine whether Windham was Unavailable.

- 1.5.13. Other Metrics: The Advisory Committee may establish other reasonable performance metrics in consultation and with reasonable agreement with Windham. The performance metrics may include activation times, and/or other qualitative/quantifiable standards.
- 1.5.14. Provider Survey: On an annual basis, Windham will establish an online mechanism for EMS service providers to report their level of satisfaction with the paramedic service providers. Results from this survey tool will be available only to the Advisory Committee members and will be kept confidential, to the extent allowed by law, unless Windham agrees to release said results.
- 1.5.15. Inquiry/Complaint Response: Any inquiry, complaint or report on paramedic service issues will be reported to the EMS Manager or Regional Director of Emergency Services. Windham shall ensure that a process is in place whereby Windham will respond initially within 10 business days to any aforementioned request for inquiry, complaint or report on paramedic service issues. All official Windham responses, investigations, etc., must be fully completed within sixty (60) days. Failure to report or investigate complaints relative to quality of care in the timeline specified herein will be considered a Breach of contract. Nothing in this section shall be construed to limit the right, responsibility or preference of to notify OEMS or any other regulatory agency having jurisdiction. the Service Provider
- 1.5.16. Mutual Aid / Back-up Paramedic: Windham agrees to maintain written mutual aid agreements with all paramedic services that provide paramedic-level service in the areas contiguous to Windham's service area.

1.5.16.1. Extended Unavailability / Reduced Staffing: For periods of known extended Unavailability or staffing levels reduced below normal programming as described in Section 1.5.11., Windham agrees to:

- (i) Request a mutual aid paramedic service provider into a central part of the Windham service area.
- (ii) During these times, the dispatch center for Windham will be made aware of the mutual aid paramedic's location and will offer/provide said mutual aid paramedic service whenever Windham is being requested but Unavailable.

1.5.16.2. General Unavailability: In all instances where Windham is initially unavailable and the Service Provider's Public Safety personnel determine that a closer paramedic service is able to provide more timely care, Windham agrees to delegate to the Service Provider personnel or any other EMS provider responding to calls in the the Service Provider service area, the responsibility for selecting and requesting a closer or more appropriate mutual aid paramedic service.

1.5.17. Reporting to the Service Provider: Windham agrees to the provide quarterly written reports to the Service Provider, containing, but not limited to, the metrics listed below. The first report will be due no later than six (6) months from the Effective Date of this Contract and will be itemized by quarter. Thereafter, reports will be submitted on a quarterly basis for the remainder of the Term. Said reports will be submitted within ten (10) days of the end of the quarter and the final report will be due in the last month of the Term, but no later than the End date of the Agreement.

- (i.) Total number of calls for service;
- (ii.) Total number of occurrences of unavailability;
- (iii.) Fractile Response Times;
 - a. Less than or equal to four (4) minutes;
 - b. Greater than four (4) minutes and less than eight (8) minutes;
 - c. Greater than eight (8) minutes and less than twelve (12) minutes;
 - d. Greater than twelve (12) minutes;
- (iv.) Total number of transports;
- (v.) Total number of downgrades from an ALS provider to a BLS provider;
- (vi.) Any additions to the written semi-annual report will be mutually agreed upon by the Service Provider and Windham.

1.5.18. Reporting to Advisory Committee: Windham agrees to the provide quarterly written reports to the Advisory Committee, containing, but not limited to, the metrics listed below. The reports will be due within ten (10) days of the end of the quarter and the final report will be due in the last month of the term of this Agreement but no later than the End date of the Agreement.

- (i.) Total number of Windham calls for service;
- (ii.) Total number of Windham occurrences of unavailability;
- (iii.) Total number of Windham transports;
- (iv.) Total number of downgrades from an ALS provider to a BLS provider;
- (v.) Total paramedic program expenditures; and
- (vi.) Total funds recovered through revenue recovery and/or paramedic service fees.

1.5.19. General Obligation: Windham shall perform its duties and obligations under this Contract in a competent, professional and ethical manner and in compliance with all laws, rules, regulations and policies of federal, state, and local governments and governmental authorities, including, without limitation, Medicare and Medicaid laws and regulations, Connecticut laws and regulations applicable to emergency medical responders. Windham shall ensure all personnel employed or contracted by it are familiar with all of the aforesaid laws, rules, regulations and policies.

1.5.20. Contractor Guarantees: Windham will:

- (i.) be responsible for the entire performance of its obligations under this Contract, regardless of whether the Contractor itself performs;

- (ii.) be the sole point of contact concerning the management of this Contract, including performance and payment issues;
- (iii.) be solely and completely responsible for adherence by to all applicable provisions of this Contract as they apply to Contractor;
- (iv.) exercise all reasonable care to avoid damage to the Service Provider's property or to property being made ready for the the Service Provider's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Service Provider; and
- (v.) adhere to all contractual provisions regarding the confidentiality of records to which the Contractor has access in accordance with Exhibit A attached hereto.

1.5.21. **Contractor Changes:** Windham shall notify the Service Provider in writing no later than ten (10) Calendar Days from the effective date of any change in:

- (i.) more than a controlling interest in the ownership of the Contractor;
- (ii.) the individual(s) in charge of the performance of the responsibilities of the Contractor; or
- (iii.) licensure, whether by revocation, suspension or other restriction, or expiration.

Any such change(s) shall not relieve Windham of responsibility for the accuracy and completeness of performance. the Service Provider, after receiving written notice by Windham of any such change, may require a financial statement showing that solvency of Windham is maintained. Windham shall deliver such documents to the Service Provider in accordance with the terms of the Service Provider's written request.

1.5.22. **Representations and Warranties:** Contractor represents and warrants to the Service Provider, to the best of Contractor's knowledge, information and belief that:

- (a) Contractor is a corporation operating under the name of Windham Community Memorial Hospital, duly organized, validly existing and in good standing under the laws of the State of Connecticut authorized to conduct business in the State of Connecticut in the manner contemplated by this Agreement.
- (b) Contractor has taken all necessary action to authorize the execution, delivery and performance of this Agreement and has the power and authority to execute, deliver and perform its obligations under this Agreement.
- (c) Contractor will comply with all applicable Laws in satisfying its obligations to the Service Provider under and pursuant to this Agreement.
- (d) Contractor's execution, delivery and performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable:
 - (1) any provision of any laws;
 - (2) any order of any court or the State; or
 - (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound.
- (e) Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from contracting with the State of Connecticut or any agency thereof, including without limitation, as a result of any action of the Commission on Human Rights and Opportunities or the Connecticut State Labor Commissioner, nor is debarred, suspended, excluded, or restricted in any other way from participating in Medicare, Medicaid, Tri-Care, or any other State or Federal program.
- (f) As applicable, Contractor has not, within the three years preceding the date of this Agreement, in any of its current or former jobs, been convicted of, or had a civil judgment rendered against it or against any person who would perform

Services under this Agreement, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (g) Contractor is not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above.
- (h) Contractor has not within the three years preceding the date of this Agreement had one or more contracts with any governmental entity terminated by such entity due to any breach by the Contractor.
- (i) Contractor has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in the State of Connecticut.
- (j) Contractor has a record of compliance with Occupational Health and Safety Administration regulations without any unabated willful or serious violations.
- (k) Contractor owes no unemployment compensation contributions.
- (l) Contractor is not delinquent in the payment of any taxes owed, or, that Contractor has filed a sales tax security bond, and Contractor has, if and as applicable, filed for motor carrier road tax stickers and has paid all outstanding road taxes; and
- (m) All of Contractor's vehicles have current registrations and, unless such vehicles are no longer in service, Contractor shall not allow any such registrations to lapse. Such vehicles shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by Connecticut Department of Motor Vehicles or as required by provisions imposed by the law of the jurisdiction where the motor vehicle is registered. Each person who uses or operates a motor vehicle at any time in the performance of this Agreement for the Contractor shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by Connecticut Department of Motor Vehicles or such other jurisdiction for any reason or cause. Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

- 1.6. **Service Provider and Town Responsibilities:** The Service Provider designates the the Service Provider of the the Service Provider, or his/her designee, to manage the day to day operations of this Contract on behalf

of the the Service Provider. The Town designates the the Service Provider of the the Service Provider, or his/her designee, to manage the day to day operations of this contract on behalf of the Town.

1.7. **Joint Responsibilities:**

- 1.7.1. Destination Hospital: the Service Provider and Windham agree that the destination hospital will be determined by patient/family preference, law enforcement, patient condition, or medical control.
- 1.7.2. Meetings: Upon request of either party, the Service Provider's and Windham's administrative staff shall meet to address issues of mutual concern related to the provision of services and the Parties' respective rights and obligations under this Contract.

1.8. **HIPAA-Health Insurance Portability and Accountability Act of 1996:**

- (a) If Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as noted in this Contract, Contractor must comply with all terms and conditions of this Section of the Contract. If Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to Contractor or this Contract.
- (b) Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract ("Agency") is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) Contractor is a "business associate" of the Agency, as that term is defined in 45 C.F.R. § 160.103; and
- (e) Contractor and Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (Pub. L. 111-5, §§ 13400 to 13423) ("HITECH Act"), and more specifically with the Privacy and Security Rules at 45 C.F.R. part 160 and part 164, subparts A, C, D and E (collectively referred to herein as the "HIPAA Standards").
- (f) Definitions.
 - (1) "Breach" shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
 - (2) "Business Associate" shall mean Contractor.
 - (3) "Covered Entity" shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
 - (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
 - (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.

- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
 - (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
 - (15) "Unsecured protected health information" shall have the same meaning as the term as defined in 45 C.F.R. 164.402.
- (g) Obligations and Activities of Business Associates.
- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
 - (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
 - (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
 - (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the Business Associate, agree to substantially the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information under HIPAA;
 - (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, to PHI in a Designated Record Set in a time and manner necessary to permit the Covered Entity to meet its obligations to provide an individual access to PHI under 45 CFR § 164.524, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
 - (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in a time and manner necessary to permit the Covered Entity to meet its obligations to amend PHI under 45 CFR § 164.526.
 - (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards. Unless prohibited by law, Business Associate shall notify Covered Entity regarding any information that Business Associate provides to the Secretary concurrently with providing such information to the Secretary, and, if so requested by Covered Entity in writing, shall provide Covered Entity with a duplicate copy of such information.
 - (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
 - (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the

Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (12) Business Associate agrees to comply with any applicable state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to business associates and with the applicable requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate:
 - (A) restrict disclosures of PHI;
 - (B) provide an accounting of disclosures of the individual's PHI;
 - (C) provide a copy of the individual's PHI in an electronic health record; or
 - (D) amend PHI in the individual's designated record set,the Business Associate agrees to notify the Covered Entity, in writing, without unreasonable delay but no more than thirty (30) business days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
 - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
 - (B) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach.
 - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this Section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with 45 C.F.R. part 164, subpart D, and this Section of the Contract.
 - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
 - (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A description of what happened, including the date of the breach if known; the date of the discovery of the breach; and whether the PHI was actually acquired or viewed if known.
 - 2. Unless otherwise prohibited by law, a description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.

- (D) Intentionally deleted.
- (E) If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees that it shall be the sole decision of Covered Entity to correspond with or notify individuals regarding potential or actual Breaches.
- (G) Intentionally deleted.
- (h) Permitted Uses and Disclosure by Business Associate.
 - (1) General Use and Disclosure Provisions. Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
 - (2) Specific Use and Disclosure Provisions
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (i) Obligations of Covered Entity.
 - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (j) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- (k) Term and Termination.
 - (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in

accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide a commercially reasonable opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and both parties agree that a cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.
 - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
 - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(l) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity

in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

- (6) Intentionally deleted.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any material breach of Unsecured personal health information by the Indemnifying Party of any obligation of Indemnifying Party under this Section of the Agreement, under HIPAA, the HITECH Act, and the HIPAA Standards.

1.9 Insurance. The Contractor shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor's operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

(a) Commercial General Liability

- 1. Each Occurrence \$1,000,000
- 2. Products/Completed Operations \$1,000,000
- 3. Personal and Advertising Injury \$1,000,000
- 4. General Aggregate \$2,000,000
- 5. Fire Legal Liability \$ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

(b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

(c) Workers' Compensation and Employer's Liability: As required under state law.

(d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the Service Provider, Town, and the Contractor against other insurable hazards relating to performance.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insureds, The Service Provider and Town, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement. Certificates thereof shall be delivered to the Service Provider and Town prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the Service Provider and Town within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the Service Provider and Town. All certificates shall contain a provision that the company writing said policy will give to the Service Provider and Town at least twenty (20) days' notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the Service Provider and Town, and shall be primary.

1.10 Indemnification.

The Contractor shall indemnify and hold harmless the Service Provider, the Town, and the State of Connecticut, including any agency or official of the Service Provider, Town, or State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from the negligent, reckless,

willful, wanton or intentional acts or omissions of its employees and agents in connection with the performance of this Agreement.

Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.

Background Checks: (a) Contractor warrants that it will not assign any employee, independent contractor or agent to perform services under this Contract unless that employee, independent contractor or agent has satisfactorily completed a background check and is deemed suitable by vendor for performing such services. The background check must minimally include criminal arrest information for the past seven years, a check of the national and state sex offender registries and a social security number verification. All fees associated with the background checks shall be the responsibility of Contractor. Contractor shall immediately remove any employee, independent contractor or agents performing services under this Contract if it becomes known to Contractor that such person may be a danger to the health or safety of the community, or at the request of the Service Provider or Town based on a concern of community or individual safety.

(b) Without limiting the obligations of Contractor under this Contract, Contractor shall defend, indemnify and hold harmless the Service Provider and Town and all of their employees, agents and/or assigns for any claims, suits or proceedings resulting from a breach of the foregoing warranty and/or that are caused in whole or in part by the actions or omissions of Contractor, its employees, or other persons that Contractor causes to be operating with the service provider.

1.11 Termination:

1.11.1 Termination for Cause. Either party may terminate this contract for cause by providing a written Notice to Cure to the other party citing the instances of noncompliance with the contract. The party that received the notice will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

- (a) If the parties reach an agreed upon solution, the breaching party will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by the breaching party, the non-breaching party reserves the right to terminate the agreement at that time by written notice of such termination.
- (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the non-breaching party reserves the right to terminate the contract at that time by written notice of such termination.
- (d) Service Provider will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

1.11.2 Termination for Convenience.

(a) Either party may terminate this Contract in whole or in part whenever, for any reason, should it determine that such termination is in its best interest.

(b) If this Agreement is terminated by either party pursuant to this section, the terminating party will provide the other party ninety (90) days written notice of such intention. In the event of such termination, the terminating party will notify the other party by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

1.11.3 Termination. This Contract may be terminated immediately by either party upon written notice to the other party, in the event of the following:

- (a) Loss of a party's license or Medicare or Medicaid certification;
- (b) Material diminution of loss of insurance;
- (c) The filing by either party of a voluntary petition in bankruptcy or an assignment for the benefit of creditors or other steps seeking relief from creditors under any federal or state bankruptcy laws.

(d) State of Connecticut approves an alternate local EMS plan primary service area responder assignment.

- 1.11.4 No Waiver. No waiver of any breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity. A Party's failure to insist on strict performance of any provision of this Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of performance and shall not be deemed to be a waiver of any subsequent rights, remedies or Breach.
- 1.11.5 Continued Performance. Windham shall continue to perform its obligations under this Contract while any dispute concerning this Contract is being resolved.
- 1.11.6 Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 1.11.7 Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the Service Provider and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by the Contractor, Service Provider, and Town. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.

- 1.12 Notice: All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the the Service Provider*

Town of Hebron
Attn: Town Manager Andrew J. Tierney
15 Gilead Street
Hebron, CT 06248

If to the Contractor*:

Windham Community Memorial Hospital
Attn: CEO
112 Mansfield Avenue
Willimantic, CT 06226

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

TOWN OF HEBRON FIRE DEPARTMENT

WINDHAM HOSPITAL

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

2022 GRAND LIST REPORT

Tina Corriveau, Assessor, will be in attendance to provide an overview of the attached Grand List Report.



Town of Hebron

TOWN OFFICE BUILDING
15 GILEAD STREET
HEBRON, CONNECTICUT 06248
TELEPHONE: (860) 228-5971
FAX: (860) 228-4859
www.hebronct.com

Assessor's Office

TINA CORRIVEAU, CCMA
Assessor – ext. 147
assessor@hebronct.com

TO: Elaine Griffin, Finance Director
CC: Andrew Tierney, Town Manager

FROM: Tina Corriveau, Assessor

DATE: January 20, 2023

RE: 2022 Grand List Totals

The October 1, 2022 Grand List was finalized and signed on January 19, 2023 with a net taxable amount of \$937,738,081. This represents a total increase of 1.75% over the 2021 Grand List.

Real estate had a moderate increase of .80% which was primarily due to the expiration of the exemption for the assisted living facility known as Colebrook Village. The 2022 Grand List is the first year that the real estate is fully taxable for that project.

The motor vehicle list had an increase of 4.94%. This increase was driven primarily by an increase in the *number* of vehicles registered in Hebron rather than an increase in *value* of individual vehicles. In contrast, the previous Grand List saw the number of registered vehicles remain flat while valuation increased by 25%.

Personal property saw the largest increase at 17.05%. This increase was driven by a reported \$3,500,000 in newly acquired assets by Hebron's largest taxpayer, Connecticut Light & Power Co., dba Eversource. An extensive review of personal property accounts was conducted which would typically result in an increase in the number of personal property accounts on the Grand List. However, the review indicated that there were many inactive accounts that have now been removed. Approximately 119 accounts were deleted during the review or at the owner's request, and another 122 accounts were added during the review or at the owner's request. This is a net increase of only 3 accounts, but the overall result is a much cleaner and more accurate personal property list.

After the Board of Assessment appeals meets in March, I will notify you of any changes made to the Grand List. Property owners who wish to appeal their real estate or personal property assessment can file a written appeal to the Board of Assessment Appeals on or before February 20, 2023.

**ASSESSOR
GRAND LIST REPORT
OCTOBER 1, 2022**

The total net taxable Grand List for October 1, 2022 equals \$937,378,081, an increase of \$16,109,261 or 1.75% more than the prior year.

A mill will represent \$937,378.08 on the October 1, 2022 Grand List if the Board of Assessment Appeals makes no changes to the Grand List.

Grand List Comparative Totals

	2021	2022	Change	%
Real Estate	\$ 792,517,190	\$ 799,558,331	\$ 7,041,141	0.89%
Personal Property	\$ 22,366,080	\$ 26,180,030	\$ 3,813,950	17.05%
Motor Vehicles	\$ 106,385,550	\$ 111,639,720	\$ 5,254,170	4.94%
Total	\$ 921,268,820	\$ 937,378,081	\$ 16,109,261	1.75%

Grand List Account Comparisons

	2021	2022	Change	%
Real Estate	4,174	4,180	6	0.14%
Personal Property	558	561	3	0.54%
Motor Vehicles	9,630	9,931	301	3.13%

2022 GRAND LIST OF TAXABLE PROPERTY FOR TOWN OF HEBRON GL VALUE 01/19/2023

TYPE OF ACCOUNTS	# OF ACCOUNTS	GROSS ASSESSMENT	TOTAL EXEMPTIONS	TOTAL NET VALUE
REAL ESTATE REGULAR	3880	794,935,470	3,107,469	791,828,001
REAL ESTATE ELD H.O	47	8,193,010	489,000	7,704,010
REAL ESTATE 10 MILL	4	26,320	0	26,320
TOTAL REAL ESTATE TAXABLE	3931	803,154,800	3,596,469	799,558,331
REAL ESTATE EXEMPT	249	68,838,140	68,838,140	0
REAL ESTATE TOTALS	4180	871,992,940	72,434,609	799,558,331
PERSONAL	561	28,501,740	2,321,710	26,180,030
MOTOR VEHICLE	9931	112,593,210	953,490	111,639,720
FINAL TOTAL	14672	1,013,087,890	75,709,809	937,378,081
FINAL TOTAL TAXABLE	14423	944,249,750	6,871,669	937,378,081

TAX FOR THIS LIST IS COMPUTED AS FOLLOWS:

REAL ESTATE REGULAR NET	791,828,001
ELDERLY HOME OWNERS NET	7,704,010
TEN MILL NET	26,320
MOTOR VEHICLE NET	111,639,720
PERSONAL PROPERTY NET	26,180,030
TOTAL NET ASSESSMENT	937,378,081

PART I -- REAL ESTATE 2022 GRAND LIST OF TAXABLE PROPERTY FOR TOWN OF HEBRON GL VALUE 01/19/2023
PAGE: 2

CODE	# OF ACCTS	DESCRIPTION OF CLASSIFICATION	GROSS ASSESSMENT
100	3,558	RESIDENTIAL	751,923,430
200	106	COMMERCIAL	38,377,770
300	2	INDUSTRIAL	124,460
400	14	PUBLIC UTILITY	1,116,710
500	167	VACANT LAND	4,876,920
600	199	USE ASSESSMENT	2,472,020
700	4	10 MILL FOREST	26,320
800	10	APARTMENTS	4,237,170
	4,060	GRAND TOTAL	803,154,800

PART II - MOTOR VEHICLE 2022 GRAND LIST OF TAXABLE PROPERTY FOR TOWN OF HEBRON GL VALUE 01/19/2023
PAGE: 3

CODE	# OF ACCTS	DESCRIPTION OF CLASSIFICATION	GROSS ASSESSMENT
01	6736	PASSENGER	86,727,480
02	126	COMMERCIAL	2,590,900
03	1119	COMBINATION	16,543,400
04	63	FARM	531,960
08	1887	ALL OTHER REGISTERED MV	6,199,470
	9931	GRAND TOTAL	112,593,210

CODE	# OF ACCTS	DESCRIPTION OF CLASSIFICATION	GROSS ASSESSMENT
10	14	INDUSTRIAL M&E.	275,790
11	16	HORSES/PONIES..	52,770
13	1	MAN. M & E.....	7,830
16	268	FURN/FIX/EQP...	4,249,390
17	27	FARM MACH.....	787,350
18	24	FARM TOOLS.....	11,280
19	33	MECHANICS TOOLS	61,530
20	210	EDP EQUIPMENT..	372,590
21	13	TLLECOM	1,272,550
22	10	CABLES/COND/ETC	18,244,860
23	188	SUPPLIES.....	67,770
24	213	MISC TAX PROP..	2,597,390
25	176	25% PENALTY....	380,840
9	23	NON REG VEHICLE	119,800
	1,216	GRAND TOTAL	28,501,740

PART IV - EXEMPTIONS 2022 GRAND LIST OF TAXABLE PROPERTY FOR TOWN OF HEBRON GL VALUE 01/19/2023
PAGE: 5

CODE	EXEMPTION DESCRIPTION	NUMBER	REAL ESTATE	NUMBER	MOTOR VEHICLE	NUMBER	PERSONAL	TOTAL
A	NON-REIMBURSED VETERANS	312	1,166,000	62	245,150			1,411,150
B	REIMB ADDL VET / INCOME	17	98,000					98,000
C	REIMB ADDL VET/NON INCOME	279	390,200	44	77,390			467,590
D	DISABILITY - NON REIMB	1	211,680	8	128,830			340,510
E	100% DISABLED - REIMB	15	15,000	1	1,000			16,000
F	BLIND	4	12,000					12,000
G	ECONOMIC & DEVELOPMENTAL							
H	ENVIRONMENTAL & DEVELOPM							
I	FARM AND MECHANICS	11	1,320,549			42	704,380	2,024,929
J	SOLAR ENERGY/POLLUT CNTRL					17	1,475,840	1,475,840
K	PP/TAX EXEMPT INSTITUTION			10	293,190	6	141,490	434,680
L	INDIVIDUALS							
M	MISCELLANEOUS							
O	PHASE-IN RESIDENTIAL							
P	PHASE-IN NON RESIDENTIAL							
Q	RESIDENTIAL FIXED ASSMNT	4	383,040					383,040
R	MANUFACTURING							
T	212-81(74) NBB			3	207,930			207,930
U	S12-81(72) MME							
	GRAND TOTAL	643	3,596,469	128	953,490	65	2,321,710	6,871,669

	TOTAL EXEMPTIONS	GROSS ASSESSMENT	NET VALUE
TOTAL PART 1: REAL PROPERTY (CODES 100 THRU 800)		803,154,800	
TOTAL PART 2: REG.MOTOR VEHICLE (CODES 01-04, #8)		112,593,210	
TOTAL PART 3: PERSONAL PROPERTY (CODE 9 THRU 25)		28,501,740	
TOTAL GROSS GRAND LIST VALUES		944,249,750	
TOTAL PART 4: PROPERTY EXEMPTION (CODES A-R)			
REAL ESTATE	3,596,469		
MOTOR VEHICLE	953,490		
PERSONAL PROPERTY	2,321,710		
TOTAL PART 4:	6,871,669		
TOTAL NET GRAND LIST VALUE			937,378,081

NAME	ASSESSMENT	# ACCOUNTS
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REAL ESTATE

WOJV HEBRON LLC	12,036,990	1
HEBRON LINCOLN LLC	2,634,170	1
HEBRON COUNTRY MANOR LLC	2,098,460	3
AMIRZAI PROPERTY TRUST LLC	1,668,870	1
GENCO OLDE HARTFORD ROAD LLC	1,592,570	6
BLACKLEDGE COUNTRY CLUB INC	1,380,610	2
VILLAGE SHOPPES LLC	1,372,840	1
41-61 MAIN STREET LLC	1,321,390	1
NORTH 91 LLC	1,054,060	4
FRANKEL ELIZABETH A	899,220	1
	-----	-----
	26,059,180	21

PERSONAL PROPERTY

CONNECTICUT LIGHT & POWER CO	16,308,890	1
CONNECTICUT WATER COMPANY THE	1,576,280	1
WOJV HEBRON LLC	834,900	1
COMCAST OF CT INC	671,300	1
TEDS INC	394,890	1
SUNRUN INC	344,660	1
BLACKLEDGE COUNTRY CLUB INC	328,160	1
TESLA ENERGY FUNDS HEBRON	312,880	1
CELLCO PARTNERSHIP	282,620	4
T MOBILE NORTHEAST LLC	265,080	2
	-----	-----
	21,319,660	14

MOTOR VEHICLE

TOYOTA LEASE TRUST	1,175,280	44
JP MORGAN CHASE BANK NA	953,550	41
NISSAN INFINITI LT LLC	726,600	32
HONDA LEASE TRUST	706,260	29
HYUNDAI LEASE TITLING TRUST	591,270	29
SAVY & SONS LLC	518,710	19
CCAP AUTO LEASE LTD	452,030	18
VW CREDIT LEASING LTD	442,100	18
ACAR LEASING LTD	436,860	18
CAB EAST LLC	423,890	14
	-----	-----
	6,426,550	262

COMBINED TOP 10 TAXPAYER

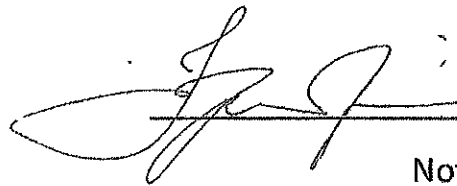
CONNECTICUT LIGHT & POWER CO	16,308,890	1	P
WOJV HEBRON LLC	12,871,890	2	R P
HEBRON LINCOLN LLC	2,634,170	1	R
HEBRON COUNTRY MANOR LLC	2,098,460	3	R
CONNECTICUT WATER COMPANY THE	2,029,320	7	R P
BLACKLEDGE COUNTRY CLUB INC	1,767,770	10	R P M
AMIRZAI PROPERTY TRUST LLC	1,668,870	1	R
GENCO OLDE HARTFORD ROAD LLC	1,592,570	6	R
VILLAGE SHOPPES LLC	1,372,840	1	R
41-61 MAIN STREET LLC	1,321,390	1	R
	-----	-----	
	43,666,170	33	

I, Tina Corriveau, Assessor of the Town of Hebron, Connecticut, do solemnly swear or solemnly and sincerely affirm, as the case may be, that I believe that all the lists and the abstract of said town for the Grand List year October 1, 2022, are made up and perfected according to law; so help me God or upon penalty of perjury.



Tina Corriveau, CCMA
Assessor

Personally appeared, Tina Corriveau, Assessor of the Town of Hebron, Connecticut, and made oath that the Grand List and Abstract of the Assessment of property in the Town of Hebron, Connecticut, for the year ending October 1, 2022, are made pursuant to the law and customs, to her best knowledge and belief, before me, this 19th day of January 2023.



Notary Public

My commission expires _____.

FRANCESCA J. VILLANI
NOTARY PUBLIC
MY COMMISSION EXPIRES SEP. 30, 2026

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

FY 2023-2024 CIP BUDGET REVIEW

The Capital Improvement Plan Policy (attached) prescribes the Board of Selectmen review the Town Manager's CIP Budget Recommendation by February 15 and finalize the CIP Budget and Five-Year Plan by March 1 for inclusion in the upcoming FY budget. Attached is the proposed CIP Five Year Plan, recommendation for funding sources and a proposal for the FY 2022-2023 CIP Budget.

This item will be continued on the agenda for further discussion and approval at the February 16, 2023 meeting.

TOWN OF HEBRON
CAPITAL IMPROVEMENT PROGRAM
FY 2023-2024
TOWN MANAGER PROPOSED
FEBRUARY 2, 2023

Projects Listed by Priority

Priority	Project	Amount
1	Road Resurfacing and Road Improvements	\$ 320,930
2	Engineering/Design Public Works Facility	\$ 245,000
3	Replace Truck 52 (2007)	\$ 226,956
4	Replace Rescue 110 w/ Rescue Pumper - First Year Funding	\$ 100,000
5	Jones Street Culvert Replacement	\$ 94,761
Total Recommended CIP Budget		\$ 987,647

CAPITAL IMPROVEMENT PROGRAM FIVE YEAR PLAN

	Total Request	Approved Appropriation	23-24 Town Manager Rec	23-24 Department Request	24-25	25-26	26-27	27-28	28-29
Town Wide Roads									
Road Resurfacing and Road Improvements	On Going	On Going	320,930	766,723	330,558	340,475	350,689	361,210	372,046
Town Wide Roads Sub Total			320,930	766,723	330,558	340,475	350,689	361,210	372,046
Public Works									
Bridge Replacement - Old Colchester Road	544,700			200,000	114,900	114,900	114,900		
Replace Truck 52 (2007)	226,956		226,956	226,956					
Street Sweeper (1999)	240,000			97,850	120,000	120,000			
Jones Street Culvert Replacement	94,761		94,761	94,761					
New Public Works Roof - OCR	95,000			95,000	95,000				
VHF Radio System - All Town Departments	95,713			95,713	95,713				
Large Dump w/Plow (replace Truck 45)(2005)	263,894				263,894				
Large Six Wheel Dump Truck w/ Plow and Sander (Truck 24)	263,894				263,894				
Ten Wheel Dump Truck (replace Truck 18)(2007)	312,362					312,362			
Large Dump w/Plow (replace Truck 9)(2009)	271,811					271,811			
Large Dump w/Plow (replace Truck 31) (2012)	279,965						279,965		
Large Dump Truck (replace Truck 2) (2006)	288,364							288,364	
Large Dump Truck (replace Truck 46) (2006)	297,015								297,015
Old Slocum Road Culvert Replacement	800,000								800,000
Engineering/Design New Public Works Facility - (to be bonded)	15,000,000+		245,000						
Public Works Sub Total			566,717	810,280	953,401	819,073	394,865	288,364	1,097,015
Board of Education									
Gilead Hill School Roof Restoration and Study	550,000	110,000		550,000	450,000				
HES Roof	160,000			160,000	160,000				
Gym Floor HES	264,800			264,800					
EMS, Air Handlers and VRF Integration HES	510,988				255,494	255,494			
EMS, Air Handlers and VRF Integration GHS	502,432				251,216	251,216			
Air Conditioning and Heating (VFR) GHS	1,174,952				587,476	587,476			
Air Conditioning and Heating (VFR) HES	1,217,501				608,751	608,750			
Backup Generator HES	193,500					193,500			
Parking HES	100,000					100,000			
Glass Brick Wall to Window Replacement GHS	200,000						200,000		
Glass Brick Wall to Window Replacement HES	100,000						100,000		
Board of Education Sub Total			-	974,800	1,702,937	1,996,436	300,000	-	-
Fire Department/EMS									
Replace Rescue 110 w/ Rescue Pumper	900,000		100,000	300,000	400,000	500,000			
Replace Chief's Vehicle	75,000				75,000				
Ambulance 610	270,000						270,000		
Fire Department Sub Total			100,000	300,000	475,000	500,000	270,000	-	-
Recreation									
Trackless Snow Machine	172,000			172,000	172,000				
Veteran's Memorial Park Baseball Field Lighting	250,000			250,000	250,000				
Veteran's Memorial Park Outbuilding Upgrade	100,000				100,000				
Burnt Hill Playscape	180,000					90,000	90,000		
Pond Dredging	100,000						100,000		
Grayville Upgrades	75,000							75,000	
Recreation Sub Total			-	422,000	522,000	90,000	190,000	75,000	-
Douglas Library									
Douglas Library Parking Lot Paving	161,036			173,919	173,919				
Douglas Library Sub Total			-	173,919	173,919	-	-	-	-

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**FY 2023-2024
CIP Budget Revenue
Town Manager Proposed February 2, 2023**

	<u>Approved 2022-2023</u>	<u>Proposed 2023-2024</u>
Balance from Previous Appropriations	\$ 4,452	\$ 24,500
LOCIP Funding	\$ 70,751	\$ 68,830
Funding from Other Sources: Public Safety Fund	\$ 11,400	\$ 11,400
Interest	\$ 1,000	\$ 1,000
General Fund Contribution	<u>\$ 587,485</u>	<u>\$ 881,917</u>
Total Revenues	<u><u>\$ 675,088</u></u>	<u><u>\$ 987,647</u></u>

Completed Project Balances

2005 Kenworth Roll Off Sold	<u>24,500</u>
	24,500

**TOWN OF HEBRON
CAPITAL IMPROVEMENT PLAN POLICY**

**APPROVED BY THE
BOARD OF SELECTMEN
OCTOBER 6, 2011
Revised October 15, 2015
Further Revised October 18, 2018
October 17, 2019 Revision (to \$75,000)
Revised November 21, 2019**

POLICY STATEMENT

The Town of Hebron (Town) will make all improvements in accordance with an adopted Capital Improvement Plan as recommended by the Town Manager to the Board of Selectmen. Capital Improvements are major equipment or major projects undertaken by the Town that are generally not recurring. Capital projects include:

1. eligible projects requiring debt obligation or borrowing in accordance with provisions of the Charter.
2. acquisition or lease of land and/or buildings in accordance with provisions of the Charter.
3. purchase or lease of individual items of equipment and vehicles valued in excess of \$75,000 with a life expectancy of ten (10) years or more. A group of similar items of new or significantly improved technology valued at \$75,000 or more in the aggregate constitutes an eligible CIP request.
4. construction of new buildings, facilities, or infrastructures including engineering, design and other pre-construction costs, such as studies and surveys, with an estimated cost in excess of \$75,000. Initial purchase of equipment or furnishings required for new buildings or projects are CIP eligible.
5. physical building, facility, infrastructure or site improvements with a life expectancy of ten (10) years or greater and a cost of \$75,000 or more that substantially enhance the value of a structure.
6. any project or equipment eligible for Capital Improvement grant funding that meets the current threshold.
7. any capital item mandated by a government entity that meets the current threshold.

This policy does not restrict the Town Manager from recommending funding of eligible CIP items over multiple fiscal years. It is possible that the balance to be funded in the final year will be less than the current threshold. In this case, it is acceptable to complete the funding.

If needing capital purchases in the next five years, each department, office, board or commission of the Town, supported wholly or in part by Town funds, or for which a specific appropriation is made, shall prepare a detailed estimate of capital expenditures to be made and the anticipated revenue, other than tax revenue, to be received to defray the cost of said capital expenditures.

The first year of requests should be in a detailed format, as prescribed by the Town Manager's Office. The following four years should have estimates of each project request for each year.

TIMELINE

The Board of Selectmen and Board of Finance should meet no later than November 1** to give guidelines for capital expenditure requests to the Departments and Board of Education.

Department heads must submit their capital requests to the Town Manager by November 15th of each year.

The Town Manager will review the requests during December and January of each year with the requesting department head.

The list of CIP projects will be recommended by the Town Manager and reviewed by the Board of Selectmen by February 15 of each year. A final list of recommended projects and a revised five year plan will be finalized by March 1 of each year. All projects must reflect reasonable due diligence in their compilation, such that the Town Manager can reasonably rely on the information submitted to make budgeting decisions. Project submissions shall include, but shall not be limited to:

1. current analysis of pricing (estimates are acceptable, but must include the expiration date of such estimate, and the conditions under which the estimate could be rendered void);
2. feasibility of the project given the condition of the current space or asset;
3. anticipated project complications and the potential monetary consequence(s) of those complications; and
4. condition of existing equipment, including, but not limited to, age, mileage, maintenance history, significant foreseen issues, and potential unforeseen issues.

If a submission does not reflect the required due diligence in its compilation, the Town Manager shall request the minimal information needed to consider the submission and set the deadline by which such additional information shall be received. If the submission is not amended with the requested additional information by the requested deadline, it will be denied.

FUNDING PRIORITIES

Funding priority will be determined by the Town Manager categorizing projects as Core, Essential or Discretionary. The Town's master facility maintenance schedule must be considered when evaluating projects. This schedule will predict major renovations or maintenance projects such as roof replacements.

Core Projects

- health and safety concerns
- state and/or federal mandates
- completion of a phase of a previously approved project, if otherwise a program or system would not be operational

Essential projects

- facilities /equipment maintenance
- positive fiscal impact
- produces a cost avoidance
- conformance with plans or policies
- project interdependence
- severity of need for the project
- outside agency grants
- leverage of Town dollars

Discretionary projects - funded only if all Core and Essential projects have been funded

CIP Financing Policies

An important commitment is to provide the funds necessary to fully address the Town's capital improvement needs in a fiscally prudent manner. It is recognized that a balance must be maintained between operating and capital budgets so as to meet the needs of both to the maximum extent possible. The accounting and management control are maintained in the Capital Projects Fund. Specific revenue sources shall be designated to provide funding to this fund in support of general operational infrastructure. The appropriations relative to the projects do not lapse at fiscal year end. The Capital Improvement Plan shall be prepared and financed in accordance with the following policies:

- **OUTSIDE FUNDING** - Local, State and/or federal grant funding and any cost sharing by various interest groups shall be pursued and used to finance the capital budget wherever possible
- **CIP BUDGET ALLOCATION** - Transfers-in from the General Fund annual appropriation process or use of Capital Reserve funds or other funds deemed appropriate, as appropriated by the Board of Selectmen. Transfers into the Capital Projects Fund will be processed by the Finance Department on an annual basis and recorded as such in the annual adopted budget when it applies.
- **DEBT FINANCED ALLOCATION** – Issuance of Debt Financing in accordance with the Town's Debt Policy.
- **PHASED IN PURCHASING THROUGH SAVINGS IN THE OPERATING BUDGETS, SUCH AS ENERGY PROJECTS.**
- **CLOSED PROJECTS REMAINING BALANCES** - The status of previously approved projects must be reviewed each year and any funds that will not be spent will be used to fund new or current projects. Once a project has been completed or rescinded by the Board of Selectmen, the Town Manager will direct the closing out of the project, and any unexpended funds will go into the Capital Improvement fund balance to be used towards future projects.

- **PROCEEDS FROM THE SALE OF CIP ASSETS** - When an asset that was purchased with CIP funds is sold, the sale proceeds will go back into the Capital Projects Fund surplus account, to be used towards future projects.

SCOPE

After the CIP Budget has been approved, any change to item or dollar amount must be reviewed by the Selectmen to determine appropriate action necessary.

REVIEW OF POLICY

The Town Manager should review this Policy periodically and submit recommendations for changes, if any, to the Board of Selectmen.

FILING OF CERTIFIED COPIES

The Board of Selectmen hereby directs and instructs the Town Clerk to file this Resolution to provide guidance to the Town Manager, staff, and the general public regarding the Town's Capital Improvement Plan Policy.

CAPITAL PROJECTS/INFRASTRUCTURE REQUEST

Request Prepared By: Kevin Kelly

Contact Person for Questions: Kevin Kelly

Department: Public Works

Date Prepared: 09/22/22

1. Project Title: Road Resurfacing and Road Improvements

2. Department Priority:

3. Purpose of Project Request Form (check one)

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Add a new item to the program

Modify a project already in the program

<input type="checkbox"/>
<input type="checkbox"/>

Continue a CIP request in the same year

Delete an item already a part of the program

4. Location: Town Roads in Hebron

5. Description: This money is used for resurfacing and reconstruction of Hebron roadways.

Reclaim and Pave Jan Drive and Carolyn Drive

Cold in Place and Pave Hope Valley Road

(If this request is part of a regular equipment replacement program, please attach a copy of that schedule.)

6. Justification and Useful Life:

7. Requested Cost Estimates for:

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
\$ 766,723.00	\$ 330,558.00	\$ 340,475.00	\$ 350,689.00	\$ 361,210.00	\$ 372,046.00

If your estimate is indexed for inflation, indicate the adjustment percent (%) used or method of deriving the calculated future cost:

8. Project Cost Summary:

Equipment Acquisition:

Property Acquisition:

Planning / Engineering / Legal:

Construction:

Furnishings / Equipment:

Contingency / Other:

TOTAL COST: \$ 766,723.00

9. Recommended Method of Financing:

%

Taxes / Current revenues:

Grants:

Finance - Lease:

Bonds:

Capital reserve:

Other:

TOTAL FINANCING: \$ 766,723.00

10. Please review the funding priorities in the CIP Policy Document. What priority(ies) does your request fall under and write a brief description as to how your request meets the CIP criteria for priority funding.

11. If the project funding is over several years, outline the schedule for completing the project, and what work has been done in prior years, including studies or other planning.

12. Reserved:

CIP Action:

Funding Recommendation:

BOS Action:

BOF Action:

Town Manager Review: / /

(complete one sheet for each request)

CAPITAL PROJECTS/INFRASTRUCTURE REQUEST

Request Prepared By: Andrew Tierney

Contact Person for Questions: Andrew Tierney

Department: Town Wide

Date Prepared: 01/24/23

1. Project Title:

2. Department Priority:

3. Purpose of Project Request Form (check one)

X

Add a new item to the program

Modify a project already in the program

Continue a CIP request in the same year

Delete an item already a part of the program

4. Location: Public Works Building Project Design and Engineering

5. Description: Engineering and Design for proposed Public Works Building Project

(If this request is part of a regular equipment replacement program, please attach a copy of that schedule.)

6. Justification and Useful Life:

7. Requested Cost Estimates for:

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
\$ 245,000.00					

If your estimate is indexed for inflation, indicate the adjustment percent (%) used or method of deriving the calculated future cost:

8. Project Cost Summary:

Equipment Acquisition:	
Property Acquisition:	
Planning / Engineering / Legal:	
Construction:	
Furnishings / Equipment:	
Contingency / Other:	
TOTAL COST:	\$ 245,000.00

9. Recommended Method of Financing:

	%
Taxes / Current revenues:	
Grants:	
Finance - Lease:	
Bonds:	
Capital reserve:	
Other:	
TOTAL FINANCING:	\$ 245,000.00

10. Please review the funding priorities in the CIP Policy Document. What priority(ies) does your request fall under and write a brief description as to how your request meets the CIP criteria for priority funding.

Funding priorities include: health and safety concerns, state and federal mandates, facilities equipment/maintenance, conformance with plans or policies and severity of need for the project.

11. If the project funding is over several years, outline the schedule for completing the project, and what work has been done in prior years, including studies or other planning.

12. Reserved:

CIP Action:

Funding Recommendation:

BOS Action:

BOF Action:

Town Manager Review: / /

(complete one sheet for each request)

January 5, 2023

Mr. Andrew J. Tierney
Town Manager
Town of Hebron
15 Gilead Street
Hebron Connecticut 06246

Re: **Proposal for Design Services**
New Department of Public Works Facility

Dear Mr. Tierney:

In preparation for tonight's meeting with the Board of Selectman to review the proposals for the New Department of Public Works Facility, BL Companies is pleased to summarize our experience working with municipalities and on projects similar to the above-referenced project. Established in 1986, BL Companies has worked continuously over the years with many municipalities in Connecticut and throughout the country. We focus on three primary markets: Public infrastructure, Retail/Commercial/Industrial, and Energy. The Public Infrastructure market is based entirely on municipal and state work, with a small amount of federal work.

Our work with municipal clients includes Bridgeport, Bristol, Cheshire, Deep River, East and West Hartford, Hartford, Meriden, Middletown, New Haven, Plymouth, Southington, Waterbury, Woodbury, and others in Connecticut alone. The services we have provided include architecture, engineering, environmental, and land surveying, and project assignments have included due diligence and master planning studies, streetscapes, on-call services, deferred maintenance, roof replacements, K-12 and higher education, restoration and renovation, and new construction.

We have executed 16 projects for Hebron dating back to 2009. Included among those was a study in 2015 to prepare programming information, planning requirements, and conceptual plans for a proposed new Public Works Garage, to be located either at the current DPW site or at a more central location closer to the center of Town.

Among over two dozen projects for the Town of Cheshire, BL Companies also provided architectural and engineering services to the Town for the design of a 4,300 SF, eight-bay garage addition to support the Cheshire DOT in their growing need for maintenance of their larger trucks. The building consisted of precast walls with 14'-0" insulated overhead doors and a mechanical system designed to eliminate vehicle emissions.

For the Town of Plymouth, BL prepared a design study for an addition to support the existing Town Garage. The design included a day room with a kitchen and adjacent dispatch area, toilet and locker facilities, and an additional garage bay with storage.

December 7, 2022

Mr. Andrew J. Tierney
Town Manager
Town of Hebron
15 Gilead Street
Hebron, CT 06248

Re: Project: Hebron Public Works Facility Buildings
Site: Corner of Kinney Road & Church Street, Hebron CT 06248
BL Project No.: 2202421.00

Dear Mr. Tierney:

We are pleased to submit this Agreement to perform professional Services in connection with the above-referenced Project.

BL Companies, Inc. directly or through one or more affiliated companies or wholly owned subsidiaries, referred to collectively below as the "**Consultant**" will perform professional Services for Town of Hebron referred to below as the "**Client**".

I. PROJECT UNDERSTANDING

This Agreement is based on Consultant's understanding that the nature of the Project is to provide Schematic Design and Presentation materials to the Town of Hebron's Department of Public Works, for three (3) new buildings. The buildings will consist of a garage with supporting offices, a pre-engineered cold storage building, and a pre-engineered salt shed building, based on the site plan dated 09/09/2022 provided by NLJA. Landscape Architecture, Civil, and Site analysis and design to be provided under separate contract with the Town by NLJA.

The location of the Project is at the corner of Kinney Road & Church Street, referred to below as the "**Site**".

The professional Services to be provided are more specifically described in the Scope of Services below. Consultant's Services generally will consist of Architectural and Engineering schematic design services. These services include preparation of schematic drawings, exterior renderings,

structural and MEP narratives, and professional services/building construction cost estimates, to be used for presentation at the Town's Referendum hearing scheduled for early Spring of 2023.

All work in regard to this Project is subject to this Agreement.

II. CLIENT RESPONSIBILITIES

Client is responsible for providing the following information or other items to Consultant. Delays in providing, or omissions in, such information or items will likely result in Additional Services. Consultant may use such information in performing its Services and is entitled to rely upon the accuracy and completeness thereof. Unless specifically stated in the Scope of Services set forth below, Consultant will not independently verify such information and is not liable for any errors or omissions. The information and other items to be provided by Client, or other consultants acting on behalf of Client, are:

- Providing Consultant with lawful access to the Site.
- A Survey of the existing site in a usable AutoCAD format.
- Geotechnical report showing site borings & Geotechnical evaluations.
- Any documents, including certifications, which Consultant is requested to sign shall be provided to Consultant at least seven days before the execution deadline.
- Any record documents.
- Trade literature for equipment that is to be accommodated in the new buildings, to be used to verify that equipment can be appropriately accommodated spatially.

III. SCOPE OF SERVICES

A. Basic Services

Consultant will perform the following phases of Basic Services in relation to the Site:

1. Meetings and Hearings.
2. ASMEP Schematic Design.
3. Conceptual Renderings.
4. Schematic Building Construction Cost Estimates.

1. Meetings and Hearings. Consultant will attend in-person and video conference call meetings to coordinate the schematic design of the three buildings, with the Client's Landscape Architect/Civil Engineer and the Town Selectman.

Consultant will send up to two (2) staff members to attend up to two (2) in-person coordination meetings with the Town Selectman to review the program, schematic design plans, and schematic elevations. Consultant will also attend up to two (2) schematic design coordination meetings with Client's Landscape Architect and Civil Engineer. Upon finalizing the schematic plans and elevations, Consultant will send up to two (2) staff members to attend the Town's

Referendum scheduled for early Spring of 2023. Up to five meetings including the Referendum hearing are anticipated.

2. ASMEP Schematic Design. Consultant will provide the Town of Hebron with schematic design documents for the design of an 18,600sf Facilities Building, a 9,600sf Salt Shed and a 4,000sf Cold Storage Building. Consultant will give Client the opportunity to review the schematic drawings. If after 14 days Client has not responded, Client waives all claims for discrepancies between the schematic drawings and the project program.

2.1 Architectural Schematic Design. Consultant will provide schematic design services to produce drawings of the Facilities Building, Salt Shed and Cold Storage Building. A preliminary building code analysis will be completed at this stage. Schematic drawings will include floor plans, exterior elevations, building sections, and typical exterior wall sections labeling proposed materials.

The design will be based on coordination meetings with the Client's Landscape Architect/Civil Engineer and the Town's Selectman. A digital set of progress drawings will be provided to the client in preparation for each meeting electronically. One (1) round of limited revisions per design coordination meeting is included in this fee. Up to four (4) design coordination meetings are anticipated. Extensive revisions will be an additional fee.

Interior design, including but not limited to MEP fixtures, equipment specifications, furniture and millwork design is excluded from this agreement.

2.2 Structural Engineering Schematic Design. The Consultant will review the preliminary floor plans for the three (3) buildings along with the preliminary Site and Grading Plan from the Civil Engineer and will assist in the preparation of Schematic Design Documents by the Architect. It is assumed that the Facilities Building will be conventionally framed, the Salt Shed superstructure to be pre-fabricated wood roof trusses on concrete foundations and the Cold Storage to be a pre-engineered metal building (PEMB). The Geotechnical Investigation (by others) shall be coordinated with this work in order to identify any soil and/or groundwater issues that will affect the building foundations. The proposed structural fee assumes that the building will be founded on conventional spread-type footings, and that requirements for deep foundations, such as piles or caissons, shall constitute additional design fees. A narrative describing the framing of each building will be included.

2.3 MEP, Fire Alarm, and Fire Protection Schematic Design. Consultant will prepare a narrative with proposed MEP systems as outlined below:

Mechanical – BL Companies will investigate HVAC for the office space and heating & ventilating equipment for other areas. Preliminary information regarding exhaust fan requirements and unit heaters for the various buildings will also be included.

Plumbing – BL Companies will investigate collection of the roof/rainwater for all buildings. Further, plumbing shall investigate requirements for cold water service to the garage/office building as well as trench drain requirements for the truck wash area and truck storage

areas. BL shall provide preliminary information on sanitary and domestic water utility for the buildings as well as natural gas requirements.

Electrical – BL Companies will provide preliminary electrical service sizing for the garage/office building. Further, preliminary information for feeders from the garage/office building to the salt shed and enclosed storage buildings will be provided. Light fixtures will be discussed for each building type.

Fire Protection – BL Companies shall review each building type and the requirements for a wet, automatic sprinkler system(s).

Fire Alarm – BL Companies will investigate all code required fire alarm systems for the garage/office building, the salt shed, and the enclosed storage building.

3. Conceptual Renderings. Consultant will provide three (3) total views. Views will include (2) rendered aerial views to show all building structures with immediate context and one (1) street level view, the location of which will be determined by team. Preliminary versions of these views will be submitted digitally to the Client for review prior to final production of renderings. One (1) round of revisions of the renderings is included in this fee. Additional views can be provided at request for (\$2,500 / view).

Hardcopy prints in color of the finalized four (4) renderings will be presented to the Town's public at the Referendum, mounted on presentation boards. Digital copies of the finalized renderings will be provided to the Client. Samples of the exterior finishes will be presented on a finish board. One (1) sample of exterior finishes will be shown on the finish board.

One (1) hardcopy print of the Floor Plans and Exterior Elevations of the three buildings will be mounted on presentation boards.

Consultant will prepare and present the Schematic Design drawings, Renderings and Finish Board to the Town's public at the Referendum.

4. Schematic Building Construction Cost Estimates. Consultant will provide a schematic design phase construction cost estimate for each of the three buildings, based on the final schematic design. Consultant will also include professional services fees as a line item in the estimate. The schematic construction cost will be presented to the Town's public, together with the presentation renderings and drawings at the Referendum hearing. Estimator will not be present at the referendum. However, upon request, along with other cost estimating services, they may be provided for an additional fee at an hourly rate.

B. Exclusions And Additional Services

The Scope and Fee for Basic Services are based on information provided by Client. If Project parameters or field conditions vary significantly or if unforeseen circumstances arise, such changes will likely result in Additional Services and may affect construction costs and other Project costs.

The Services being provided within the Fee for Basic Services are only those which are expressly set forth in this Agreement. All other Services are Additional Services. Additional Services will be provided only if authorized by Client.

Except as may be described in the Basic Services set forth above, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials or toxic substances in any form at the Site.

Consultant can provide any or all of the following Additional Services which is not an exhaustive list. Any Additional Services not listed below may be provided by others. Additional Services provided by Consultant will be paid on an hourly basis invoiced at the Consultant's Hourly Billing Rates in effect when the Services are performed.

1. In addition to the specific items identified as Additional Services under individual work phases, Consultant can provide additional types of Services including:

- a. Survey Services including property surveys, topographic surveys, aerial mapping, easement maps, subdivisions, wetlands delineation and mapping, boundary monumentation and construction layout.
- b. Environmental Services including (i) Phase I and Phase II Environmental Site Assessments, (ii) Hazardous Building Materials Inspection (HBMI), and (iii) investigation of vapor intrusion and supervising the design and implementation of remediation or mitigation strategies including vapor barrier and/or ventilation systems.
- c. Geotechnical investigation, analysis and recommendations.
- d. Subsurface utility engineering (SUE) to locate underground utilities.
- e. Site concept plans.
- f. Traffic studies and analysis.
- g. Civil site design.
- h. Off-site improvement design.
- i. Regulatory analysis and permitting strategies including zoning, wetlands and other local, state and federal requirements.
- j. Regulatory permitting including local, state and federal environmental permitting
- k. Regulatory permitting associated with local and state road opening, highway occupancy, encroachment and related traffic permitting.
- l. Architectural, structural, mechanical, electrical, plumbing, and fire protection construction documents.
- m. Design and specification of voice and data cabling systems, infrastructure and equipment.
- n. Interior Design.
- o. Landscape Architecture.
- p. Bid phase Services.
- q. Construction cost estimating beyond a schematic level.
- r. Construction administration.
- s. Construction inspection.
- t. Assistance with LEED, Green Globe or similar energy or environmental certifications.
- u. Commissioning.

- v. Cultural Resource services including Section 106 compliance; historic architecture and archaeological investigations; and Geographic Information Systems (GIS) analysis.
 - w. Natural Resource services including National Environmental Policy Act (NEPA) and any state and local environmental policy act compliance, state and federal wetland delineations, jurisdictional determinations and wetland functional assessments including stream assessments and restoration techniques, habitat assessments, vernal pool assessments and surveys as well as Section 7 coordination under the Endangered Species Act, including bat habitat assessments
 - x. Topical and comprehensive planning services, including community and economic revitalization programs, open space and historic resource preservation, and funding/revenue alternatives, grant writing and management.
2. Redesign or excessive revisions required by Client or public agencies. The Fee specified is based on reasonable and customary revisions required by public agencies. Redesign or excessive revisions will constitute Additional Services.
 3. Any services in support of litigation, mediation, an administrative action or arbitration relating to the Project or the Site and any additional design or permitting activities resulting from the final resolution of such litigation, mediation, administrative action or arbitration.
 4. Modifications to Consultant's work required by changes in applicable federal, state and local law, including statutes, ordinances and regulations.
 5. Services necessary to respond to the recommendations of any value engineering exercise including modifications to any reports, drawings, specifications, bidding or other documents.
 6. Unless otherwise specified, the Scope and Fee is based on the understanding that the Project delivery method is Design – Bid – Build. Change to a different Project delivery method will likely result in Additional Services.
 7. Services necessary to prepare multiple bid packages for phased construction or other reasons.
 8. Services necessary to address issues which arise if the Client elects to bid the Project based on documents other than complete and final construction documents.
 9. Preparation and maintenance of a Building Information Model (BIM).
 10. Review, revision and execution of certifications required by Client or Client's lender. Consultant will not certify to matters that are beyond the scope of services provided by Consultant. Additionally, Consultant can only certify as to visible surface features as shown on the construction documents. Review and revision of lenders' form documents to conform them to Consultant's scope and to reflect actual project considerations is an Additional Service.

IV. SCHEDULE

Consultant will work with the Client to develop a schedule that is mutually agreeable to both parties, which schedule may be revised during the course of the Project by mutual agreement of the parties.

V. FEES AND EXPENSES

A. Fees For Basic Services

The Fee specified is based on Consultant providing all of the Services included in Basic Services. If the Client desires Consultant to perform some, but not all, of the Services included in Basic Services, then the Fee for individual phases may increase. The revised Fee will be negotiated separately.

The Fee specified is based on Consultant performing the Basic Services in a logical and efficient sequence. If Client directs a different sequence of Services, such revised sequence will likely require Additional Services and may impact the Schedule of the Project including regulatory review and approvals. Consultant shall not be responsible for any increased costs or delay in the Project resulting from Client's decision to alter the sequence.

The breakdown of the Total Fee among the phases as set forth below is a good faith estimate. The cost of particular phases of Basic Services may exceed the estimate below, but Consultant will not incur Fees beyond the Total Fee as presented below without Client authorization.

Phases of Basic Services	Services / Description	Fee Type	Fee
1	Meetings and Hearings	Hourly Estimated	\$ 8,000
2	ASMEP Schematic Design	Fixed	\$ 43,000
3	Conceptual Renderings	Fixed	\$ 9,500
4	Schematic Building Construction Cost Estimates	Fixed	\$ 6,800
	Reimbursable Expenses (Estimated)		\$ 2,500
	Total Fixed and Hourly Estimated Fee and Expenses	Total Fee	\$ 69,800

The Reimbursable Expenses are only an estimate. All actual Reimbursable Expenses will be paid.

Fixed Fee. Consultant will provide the Basic Services identified as "Fixed" for the Fixed Fee set forth. Fees for each phase will be billed monthly on the basis of percentage completion.

Hourly Estimated Fee. Consultant will provide the Basic Services identified as "Hourly Estimated" on an Hourly basis at its Hourly Billing Rates in effect when the Basic Services are performed and Client will pay for the time actually spent. The Hourly Estimated Fee has been provided at the Client's request for tasks as to which: (a) the scope is not fully defined and, therefore, no Total Fee can be provided or (b) the extent of Consultant's effort that will be required to perform the scope is unknown at this time. Accordingly, the Hourly Estimated Fee is a good faith estimate based on the information currently available about the Project, the Scope of Service and the level of effort. Consultant cannot and does not guarantee that the Basic Services can be completed within the Hourly Estimated Fee. Fees for each phase will be billed monthly on the basis of time spent.

Consultant will not incur Fees above the Hourly Estimated Fee without authorization or approval by the Client.

B. Fees for Additional Services

All Additional Services will be paid in addition to the Total Fee. Unless otherwise agreed, such Additional Services will be paid on the basis of actual time spent using the Hourly Billing Rates in effect when the Services are performed.

C. Reimbursable Expenses

1. Expenses included as overhead:

Routine copies and printing, first class postage, routine local and long-distance telephone service and facsimile transmission and receipt will be provided without charge.

2. Expenses reimbursable to Consultant:

All other out-of-pocket expenses including subconsultants, subcontractors, materials, equipment rentals, mileage, travel expenses, traffic control, additional insurance requirements imposed by the Client, multi-set or large volume copying and printing, binding, overnight delivery service, deed and map copies and application fees and related expenses required for agency or Client submissions are Reimbursable Expenses. Client will pay Reimbursable Expenses to Consultant at cost plus fifteen percent (15%) for administration and overhead.

D. Hourly Billing Rates

Consultant will utilize the following Hourly Billing Rates, which include fringe, burden and overhead:

Hourly Billing Rates
April 1, 2022*
*Rates will change January 1

Classification:

Senior Principal

Hourly Rate:

\$225-\$300

ARCHITECTURE

Principal Architect	\$200-\$280
Senior Project Manager	200-260
Project Manager	160-230
Senior Architect	160-230
Project Architect	145-175
Job Captain	125-170
Staff Architect	70-125
Senior Designer	110-145
Designer	90-130
CADD Operator	75-120
Project Coordinator	90-105
Administrative Assistant	60-95

STRUCTURAL ENGINEERING

Principal Engineer	\$200-\$280
Senior Project Manager	210-260
Project Manager	170-230
Senior Engineer	150-230

MEP ENGINEERING

Principal Engineer	\$200-\$280
Senior Project Manager	210-260
Project Manager	170-230
Senior Engineer	150-230
Project Engineer	115-175
Staff Engineer	100-135
Senior Mechanical Gas Designer	150-190

E. Fee Protection

The Fee proposed in this Agreement shall remain valid for three months after the date of this Agreement. Consultant retains the right to revise the Fee and/or update this Agreement if this Agreement is not executed by the Client or work has not yet begun, due to no fault of the Consultant, within three months of such date.

The Hourly Billing Rates shall remain in effect for work done during the calendar year. Consultant adjusts its Hourly Billing Rates annually on January 1.

F. Billing

Consultant will bill Client by issuing invoices at the end of each month beginning with the commencement of work and continuing through Project completion. Each monthly invoice will be for all Fees earned (whether for Basic Services or Additional Services) and Reimbursable Expenses incurred by Consultant during the month. Sales and Use Tax, if any, imposed on the Consultant will be added to the bill. Client agrees that all invoices are due no later than thirty days after the date of the invoice. Client's payment of the invoice will acknowledge that Client is satisfied with Consultant's services and knows of no defect or deficiency in Consultant's services at the time of payment. If Client objects to all or any portion of the invoice, Client will notify Consultant within ten (10) business days from the date of receipt of the invoice and shall make timely payment of the undisputed portion of the invoice. The parties will immediately confer to resolve the disputed portion of the invoice.

Consultant reserves the right to charge interest at 1.5% per month on the unpaid balance of any invoice beginning on the 31st day after the date of the invoice. Consultant also reserves the right to suspend or terminate Services on all of Client's Projects if any balance remains unpaid for more than 30 days after the date of the invoice. If Client is or has been delinquent in its payments, Consultant reserves the right to require payment prior to the commencement of additional work. Consultant shall not be liable to Client for any costs or damages or any impact on Project Schedule that may result from Consultant's suspension of services due to Client's nonpayment. If Consultant resumes services after all invoices have been paid, the schedule and compensation may be equitably adjusted to reflect any delays or additional costs caused by such suspension of services. Continuation of service is not a waiver of Consultant's right to collect all sums due and is not a waiver of Consultant's right to suspend or terminate Services at a later time. The suspension or termination of Services shall be without further obligation or liability from Consultant to the Client but shall not relieve the Client of the obligation to pay for Services performed by Consultant through the date of termination. Consultant reserves the right to withhold any deliverables until Client has paid in full. If Consultant engages an attorney or collection agency to collect any unpaid balances, the Client shall be responsible for all costs, expenses, attorney fees for outside and in-house counsel and collection fees incurred by Consultant in the collection of any unpaid balances.

Send remittances to:

By Check via USPS Mail: BL Companies, Inc.
PO Box 845920
Boston, MA 02284-5920

By Check Via FedEx or: BL Companies, Inc.
UPS Attn: Lockbox Operations – Box 845920
1 Cabot Road, Suite 202
Medford, MA 02155

By Wire: Wire Routing Number: 011500120
ACH Routing Number: 211170114

Citizens Bank Account Number: 2202501333
Swift Code # (for international wire) CTZIUS33

Bank info: Citizens Bank
1 Citizens Drive
Riverside, RI 02915

When initiating a wire, please send remittance advice to AR@BLCompanies.com.
Include your invoice number(s) to assure your payment is applied properly.

G. Retainer

An initial payment of \$ Zero dollars (\$ 0) shall be made at the time the executed Agreement is returned to Consultant, and shall be credited to the Client's account at the time of final payment. Consultant will not commence services until Consultant has received both the executed Agreement and Retainer.

VI. TERMS & CONDITIONS

This Agreement is subject to the attached Consultant Contract Provisions, which are incorporated into this Agreement in their entirety.

VII. CLOSING STATEMENT

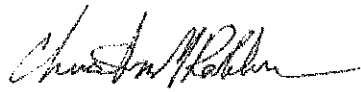
If this Agreement, along with the attached Consultant Contract Provisions, is agreeable, please indicate your acceptance by signing on the attached acceptance form, and by returning an executed Agreement along with the retainer, if required, to the named individual below. A signature transmitted by electronic means shall be binding and have the same force and effect as an original signature. Any changes to this Agreement must be initialed by both parties to be binding.

After we receive the executed Agreement from you, and any required retainer, we will execute it to make it a binding Agreement and return one (1) fully executed Agreement to you.

We look forward to participating in the successful realization of this Project.

Very truly yours,

BL COMPANIES, INC.

By: 
Christen M. Robbins, AIA
Senior Project Manager

[Execution signatures on following page]

ACCEPTED AND AGREED

CLIENT
TOWN OF HEBRON

By: _____

Date: _____

Printed Name: _____

Title: _____

CONSULTANT
BL COMPANIES, INC.

By: _____

Date: _____

Printed Name: _____

Title: _____

Please send executed Agreement to:
crobbins@blcompanies.com
Attention: Christen Robbins

CONSULTANT CONTRACT PROVISIONS

1. **CONTRACT** – This Agreement constitutes the full and complete agreement between the parties and may be changed, amended, added to, superseded or waived only if both parties specifically agree in writing to such amendment of the Agreement. This Agreement supersedes all prior communications, understandings and agreements, whether oral or written. In the event of any inconsistency between this Agreement and any proposal, contract, purchase order, requisition, notice to proceed or like document, this Agreement shall govern.
2. **RIGHT OF ENTRY** – When entry to property is required for the Consultant to perform its Services, the Client agrees to obtain legal right-of-entry on the property.
3. **DOCUMENTS** – All reports, notes, drawings, specifications, data, calculations and other documents, including those in electronic form, prepared by Consultant are instruments of Consultant's service that shall remain Consultant's property. The Client agrees not to use Consultant-generated documents for marketing purposes, for purposes other than the purpose for which the documents were prepared by Consultant, or for future modifications, without Consultant's express written permission.

Any reuse, distribution to third parties or modification without such express written permission or specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, independent professional associates, subconsultants and subcontractors. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions and damages whatsoever arising out of or resulting from such unauthorized reuse, modification or distribution.

4. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any Services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over contractor's work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the contractor. Accordingly, Client shall require all of its contractors and subcontractors to indemnify and hold harmless Consultant from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by Consultant's sole negligence. Consultant does not guarantee the performance of the construction contract by the contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the contract documents.
5. **STANDARD OF CARE** – Consultant and its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors will exercise that degree of care and skill ordinarily practiced under similar circumstances by design professionals providing similar services. Client agrees that Services provided will be rendered without any warranty, express or implied. The Client recognizes that the professional standard of care does not require that the Consultant's instruments of service be perfect and that some change orders may be required even by instruments of service that meet the professional standard of care. Accordingly, and in recognition of the possibility of unforeseen circumstances

occurring during the life of the Project, the Client agrees that the Project budget for design and construction will include a contingency which is reasonable in light of the stage of the Project and the information available at the time the budget is established. Consultant will not be liable for increased construction costs that are within a reasonable contingency.

The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's Services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect.

In the event a change is required because the Consultant breached the standard of care, then: (1) the Consultant shall be responsible for revising its instruments of service at no cost to the Client; (2) if a required item or component of the project is omitted from the construction documents or if a change order is otherwise required, Consultant shall be responsible for paying the incremental cost of adding or correcting that item or component, excluding the reasonable cost that would have been incurred by the Client at the time of the original bid for such Project item or component to the extent such item or component would have been required and included in the original construction documents; (3) in no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.

6. **OPINION OF PROBABLE COSTS** – When required as part of its work, Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by Consultant hereunder will be made on the basis of Consultant's experience and qualifications and will represent Consultant's judgment as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices or performing the work.
7. **SUSPENSION OF WORK** – The Client may, at any time, by written notice, suspend further work by Consultant. The Client shall remain liable for, and shall promptly pay Consultant for all Services rendered to the date of suspension of Services. Continuation of the Services at a later date may result in additional fees.
8. **TERMINATION** – This Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, Client will pay Consultant for all Services rendered and Reimbursable Expenses incurred under this Agreement to the date of termination.
9. **INSURANCE** – Consultant will maintain Worker's Compensation insurance meeting statutory requirements and will maintain general liability, automobile liability, and professional liability coverage of at least one million dollars (\$1,000,000.00) during the time Consultant is providing Services to Client.

10. **AGREED REMEDY.** In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that, to the maximum extent permitted by law, Client agrees to limit the total liability, in the aggregate, of Consultant and Consultant's officers, directors, employees, agents and subconsultants for any and all of the Client's or anyone claiming by, through or under the Client's damages, injuries, claims, losses, or expenses whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, to the sum of two hundred fifty thousand dollars (\$250,000.00) or the Consultant's Total Fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

It is the intent of the Client and Consultant that the Consultant's Services under this Agreement shall not subject the Consultant's individual employees, officers or directors to any personal legal exposure for claims and risks associated with the Services that are performed under this Agreement.

Client may not assert any claim against Consultant after the shorter of three (3) years from substantial completion of Services giving rise to the claim or the statute of repose provided by law.

11. **CHANGES OR DELAYS**—The Fees described in Section V constitute Consultant's estimate to perform the services required to complete the Project. Required services often are not fully definable in the initial planning; accordingly, developments may dictate a change in the scope of services to be performed. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.

Costs and schedule commitments shall be subject to renegotiation for unreasonable delays caused by the Client's failure to provide specified facilities, direction, or information, or if Consultant's failure to perform is due to any act of God, labor trouble, fire, inclement weather, act of governmental authority, failure of transportation, accident, power failure, or interruption or any other cause beyond the reasonable control of Consultant. Temporary work stoppages caused by any of the above may result in additional costs. When such delays beyond the Consultant's reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Agreement.

12. **MISCELLANEOUS**

Governing Law and Dispute Resolution: The laws of the State of Connecticut shall govern the validity and interpretation of this Agreement.

The Client and Consultant agree to submit all claims and disputes arising out of Consultant's performance under this Agreement to non-binding mediation prior to the initiation of legal proceedings. This provision shall survive completion or termination of this Agreement; however, neither party shall seek mediation of any claim or dispute arising out of this Agreement beyond the period of time that would bar the initiation of legal proceedings to litigate such claim or dispute under the applicable law.

Client and Consultant mutually consent and submit to the jurisdiction of the federal and state courts for the State of Connecticut and agree that any action, suit or proceeding arising out of this Agreement may be brought in the federal or

state courts for the State of Connecticut. The parties mutually acknowledge and agree that they will not raise, in connection with any such suit, action or proceeding, any defense or objection based upon lack of personal jurisdiction, improper venue or inconvenience of forum.

Invalid Terms: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provision will be stricken. Striking such a Contract Provision shall have no effect on the enforceability of the remaining Contract Provisions and those remaining Contract Provisions shall continue in full force and effect as if the unenforceable Contract Provision were never included in the Agreement.

Reliance: Consultant shall be entitled to rely on the accuracy and completeness of any and all information provided by the Client, Client's consultants and contractors and information from public records without the need for independent verification.

Non-solicitation: The Client and the Consultant agree that during the term of this Agreement and for one year thereafter not to for themselves or for any other person or entity, directly or indirectly (1) cause or induce or attempt to cause or induce any employee of the other party who is working on the Project to leave employment or (2) employ or engage or attempt to employ or engage any employee of the other party who is working on the Project.

Assignment: Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party.

Certifications: Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant's having to certify, guaranty, or warrant the existence of conditions that Consultant cannot ascertain.

Intended Beneficiaries: No one other than Consultant and Client are the intended beneficiaries under this Agreement and, therefore, nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or Consultant.

Consequential Damages: Neither the Client nor the Consultant shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

Project Information: Consultant shall have the right to include photographic or artistic representations and a description of the project among Consultant's promotional and professional materials, print and electronic. Consultant shall be given reasonable access to the completed Project to take photographs or make such representations.

Authorization: Client agrees that the individual signing this Agreement is duly authorized to fully bind the Client, its successors and assigns.



December 14, 2022

Mr. Andrew J. Tierney
Town Manager
Town of Hebron
15 Gilead Street
Hebron Connecticut 06246

RE: Proposal for Survey and Engineering Design Services
New Department of Public Works Facility and
Extension of John Horton Boulevard
Hebron, Connecticut

Dear Mr. Tierney:

In accordance with your request, we are pleased to submit this budget proposal for providing survey and civil engineering design services for the extension of John Horton Boulevard and development of a new department of public works facility. The project is currently proposed to be located on an 88-acre parcel owned by the Town of Hebron, more commonly known as the Horton Parcel.

The proposed improvements are generally as shown on a drawing titled "Conceptual Site Plan Town of Hebron Proposed Public Works Facility" dated 09/19/22, prepared by Nathan L. Jacobson & Associates, Inc.

For the purposes of this proposal, our scope of services is divided into several design tasks corresponding with various elements of the overall project as follows:

- Extension of John Horton Boulevard includes approximately 1,700-feet of proposed roadway from the existing John Horton Boulevard to a proposed roundabout and another 750-feet from the roundabout to Kinney Road. It includes storm drainage, two wetland culvert crossings, and the extension of public utilities. The public utilities consist of water, sewer, power, gas, telecommunications, and cable.
- Supplementary Public Improvements includes the roadway roundabout, the Great Lawn, and an additional parking lot for public use.
- Department of Public Works Facility includes a new complete public works facility including a public works garage and office building, salt shed, equipment storage building, and associated site improvements. Associated site improvements consist of access drives; parking areas; sidewalks; utilities including service connections to public water and sewer; storm drainage; stormwater management practices; industrial treatment systems for vehicle wash water and salt storage facility; above ground fueling facilities; landscaping; and site amenities.
- Integrated Project Design includes overall project design tasks including combining design elements from tasks above to create complete integrated project plans.



Mr. Andrew J. Tierney, Town Manager
Town of Hebron

RE: Proposal for Engineering Design Services
New Department of Public Works Facility and
Extension of John Horton Boulevard
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- Pre-referendum Tasks includes the development of cost estimates and public presentation materials, overall project reviews with Town Staff, Town Officials, Land Use Commissions, Permitting Agencies, and presentations at public informational meetings.

Nathan L. Jacobson & Associates, Inc. will provide civil engineering services and serve as the lead consultant for design of site improvements for the project. Specialty consultant services will be provided by the following:

Landscape Architectural services will be provided by LADA, P.C.

Wetland Scientist services will be provided by Richard Snarski, CPSS.

Land Surveying Services will be provided by our affiliate company, Land Survey & Technical Services, Inc.

Geotechnical investigations will be provided by Welti Geotechnical, P.C.

This proposal is based on the following assumptions:

- A. Site improvements will generally be as shown on the conceptual plan previously prepared and referenced above. The scope of services under this proposal does not include developing alternative overall facility layouts or investigating alternate sites.
- B. This is the pre-referendum phase of the project. The design will be developed and plans prepared to represent site improvements for presentation to Town Officials and to the public. Opinions of probable construction costs will be developed to determine a budget amount required for funding the project.
- C. Preparation of construction contract documents and services during bidding and construction are not in the scope of this proposal and would be considered in a separate proposal should the project be approved for funding.
- D. Acquisition of federal, state, and local permits are not included in the scope of this proposal. However, site design elements shall consider known permit requirements and incorporate common practices required for permit compliance. Pre-application and informal meetings with permitting agencies or land use commissions are included as noted in the scope of services to determine regulatory agency requirements.
- E. Existing topography of the site is from mapping provided by Megson, Heagle & Friend Civil Engineers & Land Surveyors in conjunction with development of the Village Green Master Plan. This mapping is generally adequate for the current level of design. Topographic survey will be supplemented as needed for areas not covered in the original survey or that have been modified since the original survey such as the end of John Horton Boulevard and the intersection of the proposed road extension



Mr. Andrew J. Tierney, Town Manager
Town of Hebron

RE: Proposal for Engineering Design Services
New Department of Public Works Facility and
Extension of John Horton Boulevard
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with Kinney Road, and to locate existing utilities, test pits or monitoring wells for underdrains or stormwater practices.

- F. Architectural services for design of the public works garage & office building, salt shed, and equipment storage facility are by BL Companies under a separate contract with the Town of Hebron.
- G. Pre-staking and flagging of proposed site features are not included in this proposal, but can be provided as additional services.
- H. Wetland boundaries had been previously delineated by Megson, Heagel and Friend. Wetland delineation was recently confirmed by Richard Snarski, CPSS. The additional wetland flags confirmed by Mr. Snarski were mapped. Additional wetland flagging is not anticipated and is not included in this scope of services.
- I. The proposed development area has been the subject of a Phase I Archeological Reconnaissance Survey. The State Historic Preservation Office (SHPO) reviewed the Survey and determined that they have no objection to the development of the currently proposed 11-acre Area of Potential Effect (APE). Any proposed improvements outside of this area may require further study which is not included in this proposal.
- J. Based on review of the June 2021 Natural Diversity Data Base (NDDb) map, the project is not located within an area where State listed species and significant natural communities occur.
- K. Given the relatively low level of traffic generated by the proposed facility, a traffic study is not included in this proposal.
- L. The site was previously the subject of an Environmental Review Team Report in conjunction with the proposed Village Green Development. No further environmental investigations are included in this proposal.
- M. Based on the concept plan, direct wetland impacts are limited to two wetland crossings for the extension of John Horton Boulevard. These will be subject to an Army Corps of Engineers Self Verification Application and designed in accordance with best management practices required for that level of permitting.
- N. The contemplated area of proposed disturbance for this project is greater than five acres and will require a Connecticut Department of Energy and Environmental Protection (CTDEEP) General Permit for the Discharge of Stormwater and Dewatering Wastewaters from Construction Activities. While this permit application is not within the scope of this proposal, the design will consider and incorporate required best management practices.
- O. Due to the proposed use, the project is subject to a CTDEEP General Permit for the Discharge of Stormwater Associated with Industrial Activity. While this permit application is not within the scope of this proposal, the design will consider and incorporate best management practices.



Mr. Andrew J. Tierney, Town Manager
Town of Hebron
RE: Proposal for Engineering Design Services
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- P. Due to the proposed use, the project is subject to a CTDEEP General Permit for Vehicle Wastewater. While this permit application is not within the scope of this proposal, the design will consider and incorporate best management practices.
- Q. Building exterior lighting will be addressed by others within the architect's scope of services. Site lighting design is not included in our scope of services.

Based on the foregoing, our scope of services is as follows:

Task 1: Extension of John Horton Boulevard

- 1.1. Obtain field topographic survey for areas beyond existing survey limits or where conditions have changed since the original survey as necessary to perform the design services within this proposal. Visible features will include but not be limited to roads, curbs, driveways, above ground utilities, trees, stonewall, storm drainage structures, and wetland flags.
- 1.2. Prepare a digital topographic survey worksheet for the survey obtained in 1.1 above at a convenient scale and an elevation contour interval of two (2) feet or less depicting planimetric features, structure elevations, and ground elevations.
- 1.3. Conduct a field investigation of the existing site and take digital photographs as needed to document existing conditions.
- 1.4. Prepare project existing conditions base map from previously acquired survey mapping and supplemental survey worksheet.
- 1.5. Research and coordinate with Connecticut Water Company and Town Planning Department with respect to extension of public water supply within the extension of John Horton Boulevard.
- 1.6. Research and coordinate with the Hebron WPCA Administrator regarding the extension of sanitary sewer within the extension of John Horton Boulevard.
- 1.7. Coordinate the services of a geotechnical engineer to perform subsurface investigations, conduct a geotechnical evaluation, and prepare a report for the two proposed culverts required for the extension of John Horton Boulevard.
- 1.8. Solicit review of the culvert sites from U.S Fish and Wildlife and CTDEEP Inland Fisheries Division.
- 1.9. Perform a Soil Conservation Service TR-55 hydrologic analysis of the contributing watershed areas to determine design discharges to the proposed culverts. Perform a hydraulic analysis to properly size the culverts to accommodate the contributing peak flow rates from a 100-year storm event.



Mr. Andrew J. Tierney, Town Manager
Town of Hebron

RE: Proposal for Engineering Design Services
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- 1.10. Perform a hydrologic analysis of existing and proposed conditions, determine pre-development and post development peak runoff rates and water quality treatment volumes and design necessary stormwater treatment and control measures.
- 1.11. Prepare a computer-generated preliminary design drawing set using AutoCAD 2023 or later version and our English unit CAD standards. It is anticipated that the following drawing sheets will be prepared:
 - Existing Conditions Plans
 - Roadway Plan & Profile Sheets with grading, storm drainage, and utilities
 - Culvert General Plans
 - Typical Roadway Sections and Details
- 1.12. Submit drawings to Town and Utilities for review.
- 1.13. Attend one meeting with Town staff and utility representatives.
- 1.14. Make necessary plan revisions based on comments from Town Staff and utility representatives.

Task 2: Supplementary Public Improvements

- 2.1. Prepare project existing conditions base map from previously acquired survey mapping covering areas of the roadway roundabout, great lawn, supplementary parking, and access drives.
- 2.2. Develop civil design for site improvements including the roundabout, supplementary parking area, access drives, walkways, storm drainage, and the great lawn.
- 2.3. Perform a hydrologic analysis of existing and proposed conditions, determine pre-development and post development peak runoff rates and water quality treatment volumes and design stormwater treatment and control measures.
- 2.4. Prepare a computer-generated preliminary design drawing set utilizing AutoCAD 2023 or later version and our English unit CAD standards. It is anticipated that the following drawing sheets will be prepared:
 - Existing Conditions Plans
 - Site Plans
 - Landscaping Plans
 - Site Details and Notes
- 2.5. Submit drawings to Town for review.
- 2.6. Attend one meeting with Town staff.
- 2.7. Make necessary plan revisions based on review by Town Staff.



Mr. Andrew J. Tierney, Town Manager
Town of Hebron

RE: Proposal for Engineering Design Services
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Task 3: Department of Public Works Facility

- 3.1. Attend an initial project coordination meeting with Town Officials and BL Companies.
- 3.2. Prepare project base map from available survey mapping.
- 3.3. Conduct a field investigation of the existing site and take digital photos of significant physical features as needed for design.
- 3.4. Obtain an accurately drawn AutoCAD file from BL Companies representing the proposed building footprints (exterior faces that intersect the ground) for the public works office/garage, salt shed, and cold storage building for positioning on the civil drawings including location of exterior doors, overhangs, external equipment pads, or similar ancillary features that might impact site design.
- 3.5. Position the building footprints provided by BL Companies on the base mapping for Preliminary Design and submit drawing back to BL Companies to confirm positioning.
- 3.6. Develop civil design for all exterior facilities including access drives, parking area, walkways, and storm drainage.
- 3.7. Perform a hydrologic analysis of existing and proposed conditions, determine pre-development and post development peak runoff rates and water quality treatment volumes, and design stormwater treatment and control measures.
- 3.8. Coordinate with BL Companies with respect to the salt storage shed. Design containment and drainage system to convey runoff from building interior drainage and exterior areas subject to salt deposition to sanitary sewer system in accordance with CTDEEP best management practices.
- 3.9. Coordinate with BL Companies with respect to the vehicle wash bay. Design vehicle wastewater and containment system to be directed to an oil-water separator and sanitary sewer system.
- 3.10. Observe the excavation of deep test pits and install groundwater monitoring wells to determine seasonally high groundwater for the purposes of design stormwater treatment practices. Monitor groundwater elevations on eight occasions between January and April 2023.
- 3.11. Determine water quality treatment volume based on site impervious coverage and design stormwater treatment practices in accordance with the CTDEEP Stormwater Quality Manual.
- 3.12. Coordinate review of proposed site improvements by the project Landscape Architect for the purposes of their development of a Landscaping Plan.
- 3.13. Perform design of water distribution system.
- 3.14. Perform design of sanitary sewer system including grinder pump station.



Mr. Andrew J. Tierney, Town Manager
Town of Hebron

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- 3.15. Coordinate review of proposed site improvements by the project wetland scientist and incorporate recommendations for wetland buffer plantings and stormwater basin plantings.
- 3.16. Prepare a computer-generated preliminary design drawing set utilizing AutoCAD 2023 or later version and our English unit CAD standards. It is anticipated that the following drawing sheets will be prepared:
 - Existing Condition Plans
 - Site Layout Plans
 - Grading and Civil Utility Plans
 - Landscaping Plan
 - Site Details and Notes
- 3.17. Submit drawings to Town for review.
- 3.18. Attend one meeting with Town staff.
- 3.19. Make necessary plan revisions.

Task 4: Integrated Project Design

- 4.1. Review stormwater designs for Tasks 1-3 and prepare a comprehensive stormwater management plan for the integrated site.
- 4.2. Coordinate review of proposed site improvements with the project Landscape Architect for the purposes of their development of a Landscaping Plan.
- 4.3. Consult with project wetland scientist regarding wetland buffer and stormwater basin plantings and incorporate recommendations into the project plans.
- 4.4. Prepare integrated project drawings to develop an overall comprehensive plan set incorporating all elements of the project. Drawing set to include all relevant drawings from Tasks 1-3 along with the following drawings:
 - Cover Sheet
 - Overall Site Plan
 - Stormwater Pollution Prevention Control Plan
 - Construction Phasing Plan
- 4.5. Submit plans and meet with Town Staff and utility companies to review integrated project design.
- 4.6. Submit plans to CTDEEP and CTDOH for review and comment to the extent that they will review without a formal permit application.
- 4.7. Make necessary plan revisions based on Town and agency comments.



Jacobson

Mr. Andrew J. Tierney, Town Manager
Town of Hebron

RE: Proposal for Engineering Design Services
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Task 5: Pre-Referendum Tasks

- 5.1. Prepare a preliminary opinion of probable construction costs for all site improvements.
- 5.2. Prepare for and present the project at one (1) meeting of the Hebron Inland Wetlands Commission.
- 5.3. Prepare for and present the project at one (1) meeting of the Hebron Planning and Zoning Commission.
- 5.4. Prepare for and present the project at two (2) Board of Selectman / Public informational meetings (two meetings total).
- 5.5. Revise plans once based on feedback from Town Boards, involved agencies and public comments.
- 5.6. Revise preliminary opinion of probable construction costs based on plan revisions.
- 5.7. Prepare for and present the project at one (1) final pre-referendum public informational meeting.

We understand that the Town will provide and/or pay for the following:

1. Information in the Town's possession, or which can reasonably be obtained, that is pertinent to the proposed work described herein above and that would be helpful in performing our services.
2. Backhoe, operator, and materials for excavation of test pits and installation of groundwater monitoring wells as required and take weekly readings during the monitoring period.
3. The cost of reproduction for municipal services or for purposes other than our own internal design work (the cost of reproduction for design work is already included in our basic services).

We propose to provide our services for this project and any other additional services beyond the services defined in the tasks above, as authorized by the Town, on an hourly rate basis plus reimbursement for out-of-pocket expenses with no mark-ups. No allowance for additional services has been included in the budgeted fees listed below. The fee shall be based on the 2023 hourly rates listed below for the type of personnel involved in performing the service multiplied by the total hours devoted to performing said services by each type of personnel.



Mr. Andrew J. Tierney, Town Manager
 Town of Hebron
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Hourly Rates for Services Rendered

<u>Personnel Category</u>	<u>Hourly Rate</u>
Principal Engineer, P.E.	\$163-\$170/hr
Senior Engineer, P.E.	\$139-\$142/hr
Staff Engineer	\$100-\$111/hr
Licensed Surveyor, L.S.	\$158/hr
Geologist/Environmental Analyst	\$135-\$145/hr
Inspector	\$110-\$118/hr
CADD Technician	\$107-\$114/hr
Survey Crew	\$191.00/hr
Technical Assistant	\$66/hr

We propose to provide our services for the following estimated Total Budget Fee as shown below:

Professional Service or Expense	NLJA	Consultant/Expenses	Task Total
Task 1:			\$49,300
Nathan L. Jacobson & Associates, Inc.	\$35,300		
Land Survey & Technical Services, Inc.		\$4,000	
Walti Geotechnical Associates, P.C.		\$10,000	
Task 2:			\$21,700
Nathan L. Jacobson & Associates, Inc.	\$19,400		
LADA, P.C.		\$2,300	
Task 3:			\$48,200
Nathan L. Jacobson & Associates, Inc.	\$45,700		
LADA, P.C.		\$1,900	
New England Environmental Services, Inc.		\$600	
Task 4:			\$18,800
Nathan L. Jacobson & Associates, Inc.	\$16,700		
LADA, P.C.		\$1,500	
New England Environmental Services, Inc.		\$600	
Task 5:			\$37,000
Nathan L. Jacobson & Associates, Inc.	\$32,700		
LADA, P.C.		\$4,300	
Total Budget Fee	\$149,800	\$25,200	\$175,000

We will not exceed this estimate without prior written authorization.



Mr. Andrew J. Tierney, Town Manager
Town of Hebron
RE: Proposal for Engineering Design Services
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In providing services under this agreement, Nathan L. Jacobson & Associates, Inc. will endeavor to perform in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

If this proposal is acceptable to you, please sign below and return a copy for our records. Should you have any questions or need any additional information, please feel free to contact me.

Sincerely,

NATHAN L. JACOBSON & ASSOCIATES, INC.

Thomas H. Fenton, P.E.
Principal Engineer

THF/thf

cc: DocStar

L:\06480052 HDPW\HDPW Proposal\November 2022\12-14-22 Tierney Proposal for Engineering Design Services.docx

Accepted: Town of Hebron, CT

(Authorized Signature)

(Print Name)

Date: _____

CAPITAL PROJECTS/INFRASTRUCTURE REQUEST

Request Prepared By: Kevin Kelly

Contact Person for Questions: Kevin Kelly

Department: Public Works

Date Prepared: 09/22/22

1. Project Title: Truck 52

2. Department Priority:

2

3. Purpose of Project Request Form (check one)

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Add a new item to the program

Modify a project already in the program

<input type="checkbox"/>
<input type="checkbox"/>

Continue a CIP request in the same year

Delete an item already a part of the program

4. Location: Public Works Department

5. Description: Replace T-52 (Small Dump Truck)

(If this request is part of a regular equipment replacement program, please attach a copy of that schedule.)

6. Justification and Useful Life: Replace due to age

7. Requested Cost Estimates for:

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
\$ <u>226,956.00</u>					

If your estimate is indexed for inflation, indicate the adjustment percent (%) used or method of deriving the calculated future cost:

8. Project Cost Summary:

Equipment Acquisition:
Property Acquisition:
Planning / Engineering / Legal:
Construction:
Furnishings / Equipment:
Contingency / Other:

TOTAL COST: \$ 226,956.00

9. Recommended Method of Financing:

%

Taxes / Current revenues:
Grants:
Finance - Lease:
Bonds:
Capital reserve:
Other:

TOTAL FINANCING: \$ 226,956.00

10. Please review the funding priorities in the CIP Policy Document. What priority(ies) does your request fall under and write a brief description as to how your request meets the CIP criteria for priority funding.

11. If the project funding is over several years, outline the schedule for completing the project, and what work has been done in prior years, including studies or other planning.

12. Reserved:

CIP Action:

Funding Recommendation:

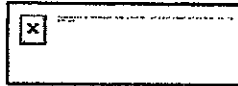
BOS Action:

BOF Action:

Town Manager Review: / /

(complete one sheet for each request)

Prepared for:
Kevin Kelly
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Phone: 860-228-2871
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A proposal for
TOWN OF HEBRON

Prepared by
FREIGHTLINER OF HARTFORD
Greg Martinotti

Oct 25, 2022

Freightliner 114SD
Single Axle Plow Truck w/ ES Body Package
Per State Contract #: 14PSX0239

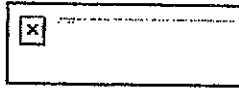
Components shown may not reflect all spec'd options and are not to scale

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Q U O T A T I O N
SINGLE AXLE PLOW TRUCK W/ ES BODY PACKAGE
PER STATE CONTRACT #: 14PSX0239

114SD CONVENTIONAL CHASSIS

SET FORWARD AXLE - TRUCK
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-
FT @ 1200 RPM
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
PTO PROVISION
RS-30-185 30,000# U-SERIES SINGLE REAR AXLE
CHALMERS 1030 30,000# REAR SUSPENSION
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP
SINGLE FRONT AXLE
20,000# TAPERLEAF FRONT SUSPENSION

114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL
CAB
4725MM (186 INCH) WHEELBASE
7/16X3-9/16X11-1/8 INCH STEEL FRAME
(11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
1600MM (63 INCH) REAR FRAME OVERHANG
PARTIAL INNER FRAME REINFORCEMENT AT FRONT
SUSPENSION
TEM TO EVALUATE AND INSTALL FRAME RAIL
REINFORCEMENT AS NEEDED FOR FRONT
FRAME MOUNTED EQUIPMENT

		PER UNIT	TOTAL
ITEM #: 1A	TOTAL # OF UNITS (1)	\$ 109,243.56	\$ 109,243.56
ITEM #: 1H		\$ 18,459.46	\$ 18,459.46
ITEM #: 1J		\$ 128,505.00	\$ 128,505.00
CUSTOMER PRICE BEFORE TAX		\$ 256,208.02	\$ 256,208.02

TRADE-IN

TRADE-IN ALLOWANCE

	\$ (0)	\$ (0)
BALANCE DUE	(LOCAL CURRENCY) \$ 256,208.02	\$ 256,208.02

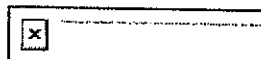
COMMENTS / OPTIONS FOR CONSIDERATION:

- Body proposal pricing valid for orders received BY November 22, 2022. Beyond that date the package pricing may need to be updated due to market instability.

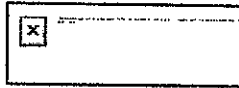
APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ____ / ____ / ____



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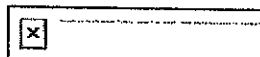


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SPECIFICATION PROPOSAL

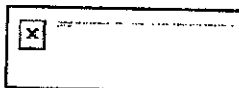
Description	Weight Front	Weight Rear
Vehicle Configuration		
114SD CONVENTIONAL CHASSIS	7,934	6,476
2024 MODEL YEAR SPECIFIED		
SET FORWARD AXLE - TRUCK		
TRAILER TOWING PROVISION AT END OF FRAME FOR TRUCK	10	10
LH PRIMARY STEERING LOCATION		
General Service		
TRUCK/TRAILER CONFIGURATION		
DOMICILED, USA 50 STATES (INCLUDING CALIFORNIA AND CARB OPT-IN STATES)		
UTILITY/REPAIR/MAINTENANCE SERVICE		
GOVERNMENT BUSINESS SEGMENT		
DIRT/SAND/ROCK COMMODITY		
TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
MAXIMUM 8% EXPECTED GRADE		
SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
FREIGHTLINER LEVEL II WARRANTY		
EXPECTED FRONT AXLE(S) LOAD: 20000.0 lbs.		
EXPECTED REAR DRIVE AXLE(S) LOAD: 27120.0 lbs.		
EXPECTED GROSS VEHICLE WEIGHT CAPACITY: 47120.0 lbs.		
EXPECTED GROSS COMBINATION WEIGHT: 70000.0 lbs.		
Truck Service		
FRONT PLOW/END DUMP BODY		
EXPECTED TRUCK BODY LENGTH: 10.0 ft		
EXPECTED TRUCK BODY WIDTH: 96.0 in		
BRAKING-EXPECTED CAB TO BODY CLEARANCE: 3.0 in		
Engine		
CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70
Electronic Parameters		

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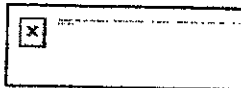


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Description	Weight Front	Weight Rear
66 MPH ROAD SPEED LIMIT		
CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
PTO MODE ENGINE RPM LIMIT - 2100 RPM		
PTO RPM WITH CRUISE SET SWITCH - 900 RPM		
PTO RPM WITH CRUISE RESUME SWITCH - 900 RPM		
PTO MODE CANCEL VEHICLE SPEED - 30 MPH		
PTO GOVERNOR RAMP RATE - 100 RPM PER SECOND		
FUEL DOSING OF AFTERTREATMENT ENABLED IN PTO MODE-CLEANS HYDROCARBONS AT HIGH TEMPERATURES ONLY		
PTO MINIMUM RPM - 700		
REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
Engine Equipment		
2010 EPA/CARB/GHG21 CONFIGURATION		
2008 CARB EMISSION CERTIFICATION - CLEAN IDLE (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD CORNER OF DRIVER DOOR)		
STANDARD OIL PAN		
ENGINE MOUNTED OIL CHECK AND FILL		
SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER WITH SAFETY ELEMENT AND INSIDE/OUTSIDE AIR WITH SNOW DOOR	10	
DR 12V 160 AMP 36-SI BRUSHLESS QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE	10	
(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
BATTERY BOX FRAME MOUNTED		
STANDARD BATTERY JUMPERS		
SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
NON-POLISHED BATTERY BOX COVER		
CAB AUXILIARY POWER CABLE	5	
POSITIVE LOAD DISCONNECT WITH CAB MOUNTED CONTROL SWITCH MOUNTED OUTBOARD DRIVER SEAT	2	
CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		

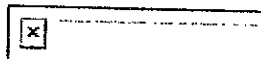


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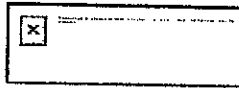


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Description	Weight Front	Weight Rear
ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
C-BRAKE BY JACOBS WITH LOW/OFF/HIGH BRAKING DASH SWITCH	80	
RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND DASH MOUNTED REGENERATION REQUEST SWITCH		
10 FOOT 06 INCH (126 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
6 GALLON DIESEL EXHAUST FLUID TANK	-35	-10
100 PERCENT DIESEL EXHAUST FLUID FILL		
STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
STANDARD DIESEL EXHAUST FLUID TANK CAP		
STAINLESS STEEL AFTERTREATMENT DEVICE/MUFFLER/TAILOPIPE SHIELD		
HORTON 2-SPEED DRIVEMASTER ADVANTAGE POLAREXTREME FAN DRIVE		
AUTOMATIC FAN CONTROL WITHOUT DASH SWITCH, NON-ENGINE MOUNTED		
CUMMINS SPIN ON FUEL FILTER		
COMBINATION FULL FLOW/BYPASS OIL FILTER		
FLEETGUARD PLAIN COOLANT FILTER		
1300 SQUARE INCH ALUMINUM RADIATOR	-50	
ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		
CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
RADIATOR DRAIN VALVE		
PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
ELECTRIC GRID AIR INTAKE WARMER		



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Description	Weight Front	Weight Rear
DELCO 12V 39MT HD/OCP STARTER WITH THERMAL PROTECTION AND INTEGRATED MAGNETIC SWITCH	-45	

Transmission

ALLISON 3000 RDS AUTOMATIC TRANSMISSION
 WITH PTO PROVISION

Transmission Equipment

ALLISON VOCATIONAL PACKAGE 146 -
 AVAILABLE ON 3000/4000 PRODUCT FAMILIES
 WITH VOCATIONAL MODEL RDS

ALLISON VOCATIONAL RATING FOR ON/OFF
 HIGHWAY APPLICATIONS AVAILABLE WITH ALL
 PRODUCT FAMILIES

PRIMARY MODE GEARS, LOWEST GEAR 1,
 START GEAR 1, HIGHEST GEAR 6, AVAILABLE
 FOR 3000/4000 PRODUCT FAMILIES ONLY

SECONDARY MODE GEARS, LOWEST GEAR 1,
 START GEAR 1, HIGHEST GEAR 3, AVAILABLE
 FOR 3000/4000 PRODUCT FAMILIES ONLY

S1 PERFORMANCE PRIMARY SHIFT SCHEDULE,
 AVAILABLE FOR 3000/4000 PRODUCT FAMILIES
 ONLY

S1 PERFORMANCE SECONDARY SHIFT
 SCHEDULE, AVAILABLE FOR 3000/4000
 PRODUCT FAMILIES ONLY

2100 RPM PRIMARY MODE SHIFT SPEED

2100 RPM SECONDARY MODE SHIFT SPEED

FUEL SENSE 2.0 DISABLED - PERFORMANCE -
 TABLE BASED

DRIVER SWITCH INPUT - DEFAULT - NO
 SWITCHES

DIRECTION CHANGE ENABLED WITH
 MULTIPLEXED SERVICE BRAKES - ALLISON 5TH
 GEN TRANSMISSIONS

MAXIMUM ENGINE SPEED FOR PTO
 ENGAGEMENT 1000 RPM

MAXIMUM ENGINE SPEED FOR PTO
 OPERATION 3000 RPM

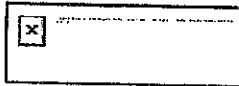
MAXIMUM OUTPUT SPEED FOR PTO
 ENGAGEMENT 3000 RPM - ALLISON 5TH GEN
 TRANSMISSIONS

MAXIMUM OUTPUT SPEED FOR PTO
 OPERATION 4000 RPM - ALLISON 5TH GEN
 TRANSMISSIONS

VEHICLE INTERFACE WIRING CONNECTOR
 WITHOUT BLUNT CUTS, AT FIREWALL



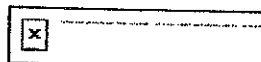
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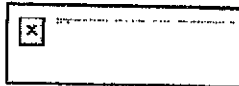
Description	Weight Front	Weight Rear
ELECTRONIC TRANSMISSION CUSTOMER ACCESS CONNECTOR FIREWALL MOUNTED		
CUSTOMER INSTALLED CHELSEA 280 SERIES PTO		
PTO MOUNTING, RH SIDE OF MAIN TRANSMISSION ALLISON & EATON FULLER		
MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
PUSH BUTTON ELECTRONIC SHIFT CONTROL, DASH MOUNTED		
TRANSMISSION PROGNOSTICS - ENABLED 2013		
WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
SYNTHETIC TRANSMISSION FLUID (TES-295 COMPLIANT)		
Front Axle and Equipment		
DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	190	
MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
NON-ASBESTOS FRONT BRAKE LINING		
CONMET CAST IRON FRONT BRAKE DRUMS		
FRONT BRAKE DUST SHIELDS	5	
FRONT OIL SEALS		
STEMCO SERIES 350 ALUMINUM FRONT HUB CAPS WITH WINDOW AND REMOVABLE BLUE SENTINEL ESP VENT PLUGS - OIL		
STANDARD SPINDLE NUTS FOR ALL AXLES		
FRONT BRAKE CHAMBERS - MGM LONGSTROKE		
HALDEX AUTOMATIC FRONT SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
STANDARD KING PIN BUSHINGS		
TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
POWER STEERING PUMP		
4 QUART POWER STEERING RESERVOIR		
OIL/AIR POWER STEERING COOLER MOUNTED ABOVE FRONT CLOSING CROSSMEMBER	5	

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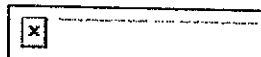
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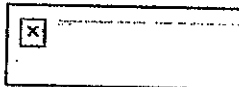


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Description	Weight Front	Weight Rear
CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension		
20,000# TAPERLEAF FRONT SUSPENSION	200	
MAINTENANCE FREE RUBBER BUSHINGS - FRONT SUSPENSION		
FRONT SHOCK ABSORBERS		
Rear Axle and Equipment		
RS-30-185 30,000# U-SERIES SINGLE REAR AXLE		-2,070
6.14 REAR AXLE RATIO		
IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
MXL 176T MERITOR EXTENDED LUBE MAIN DRIVELINE WITH HALF ROUND YOKES	5	5
DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
BLINKING LAMP WITH EACH MODE SWITCH, DIFFERENTIAL UNLOCK WITH IGNITION OFF, ACTIVE <25 MPH		
MERITOR 16.5X7 P CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, CAST SHOES		20
NON-ASBESTOS REAR BRAKE LINING		
BRAKE CAMS AND CHAMBERS ON FORWARD SIDE OF DRIVE AXLE(S)		
WEBB CAST IRON REAR BRAKE DRUMS		100
REAR BRAKE DUST SHIELDS		5
REAR OIL SEALS		
MGM TR-T LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		
HALDEX AUTOMATIC REAR SLACK ADJUSTERS WITH STAINLESS STEEL CLEVIS PINS		
CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
ARVINMERITOR METAL/COMPOSITE FITTING AND U-TUBE REAR AXLE BREATHER(S)		
Rear Suspension		
CHALMERS 1030 30,000# REAR SUSPENSION		180
CHALMERS 1030 SERIES - 9.37-inch RIDE HEIGHT		

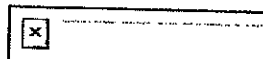


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Description	Weight Front	Weight Rear
FORE/AFT CONTROL RODS		
REAR SHOCK ABSORBERS - ONE AXLE		
Brake System		
WABCO 4S/4M ABS WITH TRACTION CONTROL, WITH ATC OFF-ROAD SWITCH		
REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
FIBER BRAID PARKING BRAKE HOSE		
STANDARD BRAKE SYSTEM VALVES		
STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
STD U.S. FRONT BRAKE VALVE		
RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
WABCO OIL COALESCING FILTER FOR AIR DRYER		
AIR DRYER MOUNTED INBOARD ON LH RAIL		
ALUMINUM AIR BRAKE RESERVOIRS; CUSTOMER ACCEPTS TANKS MOUNTED PERPENDICULAR TO RAIL		
MOUNT PERP TANKS ON RH RAIL AS FAR AFT AS POSSIBLE. MOUNT THIRD TANK RH IN RAIL		
PULL CABLES ON ALL AIR RESERVOIRS WITH KEY RING TYPE ATTACHMENT		
Trailer Connections		
AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND DUST COVERS		
PRIMARY CONNECTOR/RECEPTACLE WIRED FOR COMBINATION STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
UPGRADED CHASSIS MULTIPLEXING UNIT		
Wheelbase & Frame		
4725MM (186 INCH) WHEELBASE		
7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	90	190
PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	180	



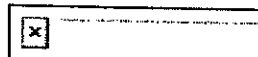
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Description	Weight Front	Weight Rear
TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
1600MM (63 INCH) REAR FRAME OVERHANG		
FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
CALC'D BACK OF CAB TO REAR SUSP C/L (CA): 102.56 in		
CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA): 99.56 in		
CALC'D FRAME LENGTH - OVERALL: 300.71 in		
CALCULATED FRAME SPACE LH SIDE: 61.81 in		
CALCULATED FRAME SPACE RH SIDE: 50.01 in		
SQUARE END OF FRAME		
REAR TOW HOOKS		10
FRONT CLOSING CROSSMEMBER		
STANDARD WEIGHT ENGINE CROSSMEMBER		
STANDARD MIDSHIP #1 CROSSMEMBER(S)		
STANDARD REARMOST CROSSMEMBER		
STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment		
16.5 INCH PAINTED STEEL STRAIGHT BUMPER		
BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
HUCK-SPIN ROUND COLLAR CHASSIS FASTENERS		
Fuel Tanks		
70 GALLON/264 LITER RECTANGULAR ALUMINUM FUEL TANK - LH	15	5
RECTANGULAR FUEL TANK(S)		
PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
FUEL TANK(S) FORWARD		
PLAIN STEP FINISH		
FUEL TANK CAP(S)		
DAVCO 245 FUEL/WATER SEPARATOR WITH 12 VOLT HEAT AND WATER IN FUEL SENSOR	20	
EQUIFLO INBOARD FUEL SYSTEM		
HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		

Hebron DOT SA Auto Chalmers - L9 24
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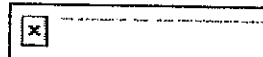
10/25/2022 8:54 AM

Prepared for:
 Kevin Kelly
 Town of Hebron
 550 Old Colchester Rd
 Hebron, CT 06248
 Phone: 860-228-2871
 Mobile: 860-608-2976
 E-Mail: kkelly@hebronct.com

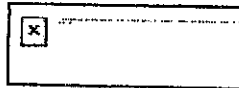


Prepared by:
 Greg Martinotti
 FREIGHTLINER OF HARTFORD
 222 ROBERTS STREET
 EAST HARTFORD, CT 06108
 Phone: 860-559-9547
 E-Mail: GREG@FOHCT.COM

	Description	Weight Front	Weight Rear
Tires			
	MICHELIN XZU-S2 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
	MICHELIN XDS 12R22.5 16 PLY RADIAL REAR TIRES		156
Hubs			
	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
	WEBB IRON REAR HUBS		280
Wheels			
	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2- HAND HD STEEL DISC REAR WHEELS		52
	FRONT TIRE/DISC WHEEL STATIC BALANCING WITH LEAD-FREE WEIGHTS		
	FRONT WHEEL MOUNTING NUTS		
	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
	AIR CAB MOUNTING		
	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
	FRONT FENDERS		
	3-1/2 INCH FENDER EXTENSIONS	15	
	LH AND RH GRAB HANDLES		
	BRIGHT FINISH RADIATOR SHELL/HOOD BEZEL		
	STATIONARY BLACK GRILLE WITH BRIGHT ACCENTS		
	CHROME HOOD MOUNTED AIR INTAKE GRILLE		
	FIBERGLASS HOOD		
	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
	SINGLE ELECTRIC HORN		
	SINGLE HORN SHIELD		
	REAR LICENSE PLATE MOUNT END OF FRAME		
	HALOGEN COMPOSITE HEADLAMPS WITH BRIGHT BEZELS		

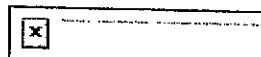


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Description	Weight Front	Weight Rear
LED AERODYNAMIC MARKER LIGHTS		
HEADLIGHTS ON WITH WIPERS, WITH LOW BEAM DAYTIME RUNNING LIGHTS		
INTEGRAL LED STOP/TAIL/BACKUP LIGHTS		
STANDARD FRONT TURN SIGNAL LAMPS		
DUAL WEST COAST BRIGHT FINISH HEATED MIRRORS WITH LH AND RH REMOTE		
DOOR MOUNTED MIRRORS		
102 INCH EQUIPMENT WIDTH		
LH AND RH 8 INCH BRIGHT FINISH CONVEX MIRRORS MOUNTED UNDER PRIMARY MIRRORS		
RH AND LH 8 INCH HEATED STAINLESS-STEEL FENDER MOUNTED CONVEX MIRRORS WITH TRIPOD BRACKETS	12	
STANDARD SIDE/REAR REFLECTORS		
RH AFTERTREATMENT SYSTEM CAB ACCESS WITH POLISHED DIAMOND PLATE COVER		
COMPOSITE EXTERIOR SUN VISOR	10	
63X14 INCH TINTED REAR WINDOW		
TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
RH AND LH ELECTRIC POWERED WINDOWS, PASSENGER SWITCHES ON DOOR(S)	4	
LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
1-PIECE BONDED HEATED WIPER PARK SOLAR GREEN GLASS WINDSHIELD		
8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITH FLUID LEVEL INDICATOR		
Cab Interior		
OPAL GRAY VINYL INTERIOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
MOLDED PLASTIC DOOR PANEL WITHOUT VINYL INSERT WITH ALUMINUM KICKPLATE LOWER DOOR		
BLACK MATS WITH SINGLE INSULATION		
DASH MOUNTED ASH TRAY(S) WITHOUT LIGHTER		
NO FORWARD ROOF MOUNTED CONSOLE	-10	



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Description	Weight Front	Weight Rear
CENTER STORAGE CONSOLE MOUNTED ON BACKWALL	20	
(2) CUP HOLDERS LH AND RH DASH		
GRAY/CHARCOAL WING DASH		
SMART SWITCH EXPANSION MODULE		
2-1/2 LB. FIRE EXTINGUISHER	5	
HEATER, DEFROSTER AND AIR CONDITIONER		
STANDARD HVAC DUCTING WITH SNOW SHIELD FOR FRESH AIR INTAKE		
MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
STANDARD PLUMBING WITH BALL SHUTOFF VALVES AND INSULATED LINES		
VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
BINARY CONTROL, R-134A		
PREMIUM INSULATION		
SOLID-STATE CIRCUIT PROTECTION AND FUSES		
12V NEGATIVE GROUND ELECTRICAL SYSTEM		
DOMED DOOR ACTIVATED LH AND RH, DUAL READING LIGHTS, FORWARD CAB ROOF		
DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
KEY QUANTITY OF 2		
LH AND RH ELECTRIC DOOR LOCKS		
(1) 12V POWER SUPPLY (1) DUAL 2.1 AMP USB CHARGER IN DASH		
TRIANGULAR REFLECTORS WITHOUT FLARES	10	
PREMIUM ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WITH 2 AIR LUMBAR, INTEGRATED CUSHION EXTENSION, TILT AND ADJUSTABLE SHOCK	70	
BASIC ISRINGHAUSEN HIGH BACK NON-SUSPENSION TOOL BOX PASSENGER SEAT		
DUAL DRIVER SEAT ARMRESTS, NO PASSENGER SEAT ARMRESTS	4	
LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
BLACK MORDURA CLOTH DRIVER SEAT COVER		
BLACK MORDURA CLOTH PASSENGER SEAT COVER		
BLACK SEAT BELTS		

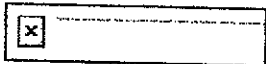


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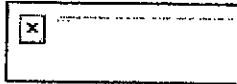


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Description	Weight Front	Weight Rear
ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN	10	
4-SPOKE 18 INCH (450MM) STEERING WHEEL		
DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls		
GRAY DRIVER INSTRUMENT PANEL		
GRAY CENTER INSTRUMENT PANEL		
BLACK GAUGE BEZELS		
LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
2 INCH PRIMARY AND SECONDARY AIR PRESSURE GAUGES		
ENGINE COMPARTMENT MOUNTED AIR RESTRICTION INDICATOR WITH GRADUATIONS, WITH WARNING LIGHT IN DASH		
87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
ELECTRONIC CRUISE CONTROL WITH SWITCHES ON AUXILIARY GAUGE PANEL (B DASH PANEL)		
KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
ICU3S, 132X48 DISPLAY WITH DIAGNOSTICS, 28 LED WARNING LAMPS AND DATA LINKED		
HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		
2 INCH ELECTRIC FUEL GAUGE		
PROGRAMMABLE RPM CONTROL - ELECTRONIC ENGINE		
ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
2 INCH TRANSMISSION OIL TEMPERATURE GAUGE		
ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
(1) DASH MOUNTED PTO SWITCH WITH INDICATOR LAMP	10	
ELECTRIC ENGINE OIL PRESSURE GAUGE		
OVERHEAD INSTRUMENT PANEL		
SMARTPLEX HUB MODULE WITH OVERHEAD SWITCH MOUNTING, DRIVER SIDE AND CENTER CONSOLE (12 SWITCH SLOTS)	44	



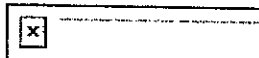
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Description	Weight Front	Weight Rear
CUSTOMER FURNISHED DIN RADIO PACKAGE	5	
DASH MOUNTED RADIO		
(2) RADIO SPEAKERS IN CAB		
AM/FM ANTENNA MOUNTED ON FORWARD LH ROOF		
POWER AND GROUND WIRING PROVISION OVERHEAD		
ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
STANDARD VEHICLE SPEED SENSOR		
ELECTRONIC 3000 RPM TACHOMETER		
NO VEHICLE PERFORMANCE MONITOR	-5	
IGNITION SWITCH CONTROLLED ENGINE STOP		
PRE-TRIP LAMP INSPECTION, ALL OUTPUTS FLASH, WITH SMART SWITCH		
7 ON/OFF LATCHING SMARTPLEX SWITCHES		
1 ON/OFF MOMENTARY SMARTPLEX SWITCH		
BODY UP AND GATE OPEN SMARTPLEX INDICATOR LAMPS		
0-RED, 1-AMBER, 1-GREEN SMARTPLEX INDICATOR LAMPS		
BW TRACTOR PROTECTION VALVE		
TRAILER HAND CONTROL BRAKE VALVE		
DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY PROGRAMMED TO SLOWEST SPEED WITH PARK BRAKE SET		
MARKER LIGHT SWITCH INTEGRAL WITH HEADLIGHT SWITCH AND DUAL CONNECTORS AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LIGHTS, LOW BEAMS OFF WITH HIGH BEAMS		
TWO VALVE PARKING BRAKE SYSTEM WITH DASH VALVE CONTROL AUTONEUTRAL AND WARNING INDICATOR		
SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, WASHER/WIPER AND HAZARD IN HANDLE		
INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH HAZARD LAMPS OVERRIDING STOP LAMPS		

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Color	Description	Weight Front	Weight Rear
	CAB COLOR A: L6389EY OMAHA ORANGE ELITE EY		
	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
	STANDARD BLACK BUMPER PAINT		
	SUNVISOR PAINTED SAME AS CAB COLOR A		
	STANDARD E COAT/UNDERCOATING		

Extended Front Axle Coverage

AXLE: DETROIT FRONT ONLY: HC MODERATE 5 YEARS/100,000 MILES/161,000 KM EXTENDED AXLE COVERAGE

Certification / Compliance

U.S. FMVSS CERTIFICATION
 AFTER-MARKET BLUETOOTH RADIO SYSTEM WITH (2) TWO ADDITIONAL SPEAKERS MOUNTED IN BACK CORNERS OF CAB
 HEAVY-DUTY REMOVABLE RUBBER SLUSH CATCHING FLOOR MATS
 HEATED WIPER BLADES

Secondary Factory Options

CORPORATE PDI CENTER OPTION
 INSTALLATION/MODIFICATION ONLY

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight [†]	8462 lbs.	5367 lbs.	13829 lbs.
Total Weight [†]	8462 lbs.	5367 lbs.	13829 lbs.

Extended Warranty

CUMMINS ENGINE CARB22: L9 HD1 MD DTY 5 YEARS / 100,000 MILES / 161,000 KM EXTENDED WARRANTY. FEX APPLIES

Hebron DOT SA Auto Chalmers - L9 24 MY



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TC4: US HD STANDARD/MODERATE VOCATIONAL 7 YEARS/100,000
MILES/161,000 KM EXTENDED TRUCK COVERAGE

ALLISON 3000 RDS SERIES TRANSMISSION EXTEND WARRANTY, 5
YEARS/UNLIMITED MILES FEX

AXLE: NON-DETROIT SINGLE REAR ONLY: HD MODERATE 5
YEARS/100,000 MILES/161,000 KM EXTENDED COVERAGE

TOWING: 5 YEARS/UNLIMITED MILES/KM EXTENDED TOWING
COVERAGE \$750 CAP FEX APPLIES

(+) Weights shown are estimates only.

If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

Body Package

BODY:

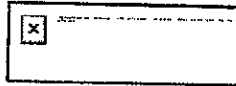
- TENCO MODEL 12M-10-ES All Season Body
- Constructed of 3/16" Hardox 450 205,000 Psi and STAINLESS-STEEL Throughout
- Hardox 450 205,000 PSI Sides, Floor, Chain Cover, Headboard, & Tailgate
- STAINLESS STEEL BOLT-IN CONVEYOR SYSTEM with Hardox 450 Wear plate
- STAINLESS STEEL BODY HYDRAULIC LINES
- STAINLESS STEEL REAR CORNERPOSTS
- STAINLESS STEEL SPINNER BRACKET & INSTALL TUBE
- C-Channel underbody crossmembers
- 6 Cubic Yard Capacity level
- Three Section Bolt-on Pillow Block Floor Hinge
- COMPLETE Grease Manifold
- 4" Two Stage Telescopic Main Dump
- 30" Cab shield fully Reinforced
- DOT Ladder on left side
- Six Panel Air-Tailgate
- COAL DOOR EXTREME LEFT
- Bolt-on Asphalt Apron
- Grease Actuators for Chain Tensioning
- Two (2) 3-1/2" X 22" Side Dump Cylinders 19 Ton Capacity
- Step Over Conveyor Gear Box for Operator access
- Shovel Holder with Snap Pin
- Conspicuity & Safety Tape
- Front & Rear Mud Flaps
- Center Flap to protect Brake Chambers

Hebron DOT SA Auto Chalmers - L9 24
MY



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PLOW FRAME:

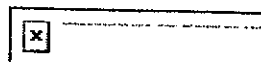
- MONROE Custom Hitch
- 4" X 10" DA Lift Cylinder
- Multiple Push Points at 21" & 30.5" Ctrs
- Plow Relief Circuit for Ease of Plow Disconnect
- Aluminum Tread-Plated Bumper to Plow Frame
- Plow Frame to be HUCK BOLTED

PLOW:

- HENKE 36R11-Full Trip Plow
- Push-beam: 4" x 4" x 3/8" x 119.5" long
- A-Frame: all structural channel with heavy duty pivot pin and bushing
- (ECT) external compression with (3) adjustable layback positions
- 4" DA Rev Cylinders with Cushion Valve
- 5/8" Cutting Edge
- Rubber Flap
- CABLE Lift
- 30.5" PIN-IN Swivel
- Parking Jack

HYDRAULIC SYSTEM:

- 37 Gallon Hydraulic Reservoir with Sight/Temp gauge
- Hydraulic Filter with indicator
- Low Oil Alert Light and Alarm with Low Oil Shutdown
- 2" Ball Valve shut-offs
- Suction Line Strainer
- 75cc Variable Displacement Pump
- HOT-Shift Wet-Spline PTO via Allison 3000 series & Chassis-supplied Switch
- Five (5) Bank FORCE AMERICA ADD-A-STACK ELECTRIC PROPORTIONAL-ACTUATED Load Sense Valve System –
- FORCE AMERICA PATROL COMMANDER Control for Body and Plow Functions
- Mounted on Custom Reinforced Tower
- Cirrus Spread Smart Rx Spreader Control
- Toggle Style Panel built into Armrest
- 7" Screen
- GPS & Bridge Data for Data Transfer
- STAINLESS STEEL Valve Enclosure
- STAINLESS STEEL Hydraulic Manifold & 1/2" Stainless Steel Piping throughout utilizing Short Lengths of Hose & Swivel Fittings



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ELECTRICAL:

- Body LED ICC Lighting
- LED Spinner Light with In Cab Switch
- LED Load Light with In Cab Switch
- DUAL LED Spot Lights with In-Cab Switch
- ECCO LED Heated Plow Lights Mounted on Stainless Steel Brackets utilizing Chassis Plow Light Circuitry
- SoundOff Lighting Two (2) Front Amber Strobes in Cab Shield
- SoundOff Lighting Rear Corner post Amber Strobe; S/T/T; & Reverse
- Rear to also Include S/T/T & Reverse in each Corner post
- Allied Lighting to be tied into Factory Aux Switches
- PTO to be Switch to be Chassis-supplied
- Rearview Camera

PINTLE ASSEMBLY & LOAD COVER:

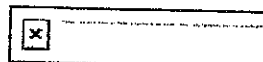
- 25 Ton Pintle Hitch on ¾" Tow Plate, D-Rings, 7 Way RV Style Trailer Connector, Glad Hands
- Hydraulic Load Cover

MISCELLANEOUS:

- Automatic Tire Chains
- PRECISE Temp System via SpreadSmart Rx
- Poly Fenders
- Shovel & Crow Bar Holder
- Cone Holder
- 5" PVC Pipe-mounted for Collapsible Signs with Flat Bar Stock for Base Storage Signs

FINISH:

- Body Primed & Painted Single Stage Enamel
- BLACK ENAMEL on Plow Frame, Understructure of Body, & Pintle Assy
- ARMOURSEAL CHASSIS & BODY



CAPITAL PROJECTS/INFRASTRUCTURE REQUEST

Request Prepared By: Peter J. Starkel

Contact Person for Questions: Peter J. Starkel

Department: Fire

Date Prepared: 11/02/22

1. Project Title: Rescue Pumper

2. Department Priority:

1

3. Purpose of Project Request Form (check one)

<input type="checkbox"/>
<input checked="" type="checkbox"/>

Add a new item to the program

Modify a project already in the program

<input type="checkbox"/>
<input type="checkbox"/>

Continue a CIP request in the same year

Delete an item already a part of the program

4. Location: Company 1 - 44 Main Street

5. Description: Replace Rescue 110 with a combination Rescue Pumper. Reallocate \$150,000 originally planned for refurbishment of Engine 110 in fiscal year 24-25 to this project.

(If this request is part of a regular equipment replacement program, please attach a copy of that schedule.)

6. Justification and Useful Life: Useful life expectancy for this apparatus assuming proper maintenance would be 30 years.

7. Requested Cost Estimates for:

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
\$ 300,000.00	\$ 450,000.00	\$ 150,000.00			

If your estimate is indexed for inflation, indicate the adjustment percent (%) used or method of deriving the calculated future cost:

8. Project Cost Summary:

Equipment Acquisition:	
Property Acquisition:	
Planning / Engineering / Legal:	
Construction:	
Furnishings / Equipment:	
Contingency / Other:	
TOTAL COST:	

9. Recommended Method of Financing:

	%
Taxes / Current revenues:	
Grants:	
Finance - Lease:	
Bonds:	
Capital reserve:	
Other:	
TOTAL FINANCING:	

10. Please review the funding priorities in the CIP Policy Document. What priority(ies) does your request fall under and write a brief description as to how your request meets the CIP criteria for priority funding.

Fire Department is proposing replacing Rescue 110 with a combination Rescue-Pumper.

11. If the project funding is over several years, outline the schedule for completing the project, and what work has been done in prior years, including studies or other planning.

12. Reserved:

CIP Action:

Funding Recommendation:

BOS Action:

BOF Action:

Town Manager Review: / /

(complete one sheet for each request)



Hebron Fire Department

Capital Improvement Program (CIP)

Fiscal Years 2023-2024

Replace Rescue 110 with Rescue Pumper

\$900,000

The Fire Department proposes replacing Rescue 110 with a combination Rescue Pumper. This would enable limited staffing to respond with a vehicle that provides both fire suppression and rescue capabilities. Company 1 previously did not have a Class A pumper, which was a concern from a fire protection standpoint. The primary attack piece out of that station was a ladder truck that only carries four hundred gallons of water and has an extremely limited number of operators. As a temporary solution to this problem, Squad 310, a 1998 KME Engine Tank, was relocated to Company 1. The aforementioned vehicle is our oldest Engine Tank, and keeping it in rotation as a first line piece will reduce its service life. Our current heavy Rescue is slated to be replaced (\$400,000) and in lieu of that, we feel this combination vehicle would enhance our service and better serve the Town. We are also withdrawing our plan to refurbish Engine 110 (\$150,000) with the desire to reallocate those funds to this project. Proceeds from the sale of the current Rescue truck could also be applied to this project.

The major apparatus manufacturers have several financing options, many of which include deferred payments for up to a year, which would allow the Town to spread out the purchase for minimal additional cost. There are also entities that exclusively provide custom financing options for public safety agencies and municipalities. Wait times for apparatus from time of order are currently in the area of two years.

Fiscal Year 2024-2025

Refurbish Engine 110

-\$150,000

After much thought, the Department has decided to remove the proposed refurbishment of Engine 110. Due to staffing, age of the vehicle, and size of our fleet, we now feel it is prudent to remove this project, reallocate funds towards the purchase of a Rescue Pumper, retire, and sell this vehicle when/if the aforementioned project is complete.

Fiscal Year 2024-2025

Replace Chief's Vehicle

\$75,000

Currently, the Chief's vehicle is slated for replacement in fiscal year 2029-2030, and the Department is proposing moving that up to fiscal year 2024-2025. The Department is proposing reassigning the current vehicle to our weekly duty officers to reduce the expense and wear and tear on their personal vehicles. In addition, the current vehicle is starting to exhibit signs of body rot as well as electrical system issues.

Fiscal Year 2025-2026

Replace Rescue 110

-\$400,000

The Department decided to remove the proposed replacement of Rescue 110, due to reasons stated in our first proposed project. We feel it is prudent to remove this project, reallocate funds towards the purchase of a Rescue Pumper, retire, and sell this vehicle when/if the aforementioned project is complete.

Fiscal Year 2026-2027

Replace Ambulance 610

\$270,000

The Department is proposing replacement of Ambulance 610, a 2008 Ford that was purchased used, in fiscal year 2026-2027.

CAPITAL PROJECTS/INFRASTRUCTURE REQUEST

Request Prepared By: Kevin Kelly

Contact Person for Questions: Kevin Kelly

Department: Public Works

Date Prepared: 09/22/22

1. Project Title: Jones Street Culvert Replacement

2. Department Priority:

4

3. Purpose of Project Request Form (check one)

<input checked="" type="checkbox"/>
<input type="checkbox"/>

Add a new item to the program

Modify a project already in the program

<input type="checkbox"/>
<input type="checkbox"/>

Continue a CIP request in the same year

Delete an item already a part of the program

4. Location: Jones Street

5. Description: Replacement of Culvert on Jones Street

(If this request is part of a regular equipment replacement program, please attach a copy of that schedule.)

6. Justification and Useful Life: Replace due to age

7. Requested Cost Estimates for:

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029
\$ <u>94,761.00</u>					

If your estimate is indexed for inflation, indicate the adjustment percent (%) used or method of deriving the calculated future cost:

8. Project Cost Summary:

Equipment Acquisition:

Property Acquisition:

Planning / Engineering / Legal:

Construction:

Furnishings / Equipment:

Contingency / Other:

TOTAL COST: \$ 94,761.00

9. Recommended Method of Financing:

%

Taxes / Current revenues:

Grants:

Finance - Lease:

Bonds:

Capital reserve:

Other:

TOTAL FINANCING: \$ 94,761.00

10. Please review the funding priorities in the CIP Policy Document. What priority(ies) does your request fall under and write a brief description as to how your request meets the CIP criteria for priority funding.

11. If the project funding is over several years, outline the schedule for completing the project, and what work has been done in prior years, including studies or other planning.

12. Reserved:

CIP Action:

Funding Recommendation:

BOS Action:

BOF Action:

Town Manager Review: / /

(complete one sheet for each request)

**SAVY & SONS***Building the future.
Restoring the past.*

612 Church Street, Amston,
Connecticut, United States, 06231
(860) 500-6929
savyandsons.com

COMPANY NAME Town of Hebron		TODAY'S DATE 11/10/2022
		JOB ID 2211-776239-08
PROJECT ADDRESS Jones Street, Hebron, Connecticut, 06231		
PROJECT NAME Hebron Jones rd Storm CIPP		PROJECT CONTACT Town of Hebron, Kevin Kelly
PROPOSAL COMPOSED BY Gino Padewski		SALES REP CONTACT NUMBER (860) 204-7479

Project Description

This proposal is for the Mainline CIPP installation of two separate CMP storm culvert lines on Jones St. in Hebron CT.

1)CCTV Camera Inspection:

An inspection will be completed before the project start.

2) Jetting and Cleaning:

As needed, per pipe camera inspection, we will use high-pressure hydro jetting to clean and sweep downstream any debris and/or clogged pipes and cut and descale blockages as discovered and necessary. anything other than roots/ rocks/ dirt and debris that cannot be removed using standard drain cleaning jetting and descaling equipment will require an additional Robotic cutting service below.

3)Robotic cutting/ reinstatement

After the cured in place pipe liner is installed inside the pipe, we will use our robotic cutting tools and equipment to cut out all tied in service laterals where we had lined over. This will put the entire piping system back in full use service.

The total number of reinstatements is to be determined once the final jetting and descaling is performed (as often build up and debris hide the reinstatements) And total number of reinstatements will be charged \$650 per reinstatement

~Individual Service Price:

\$650 each reinstatement X ____0____ estimated reinstatements = \$ ____0____ Included in project total cost below

4)Vacuum and Removal (Estimated not to be needed for this project)

If vacuum services are required in order for Savy & Sons to complete inspection and/or jetting services, the rates are listed below.

~Jet/ Vacuum Combo Truck With 2 Operators Rates:

- \$2,000 minimum charge for 4 hours port to port

- \$4,000.00 per day 8 hours port to port
- After 4 hour minimum charge, hourly rate will be charged at \$500/ hr
- Disposal Costs; \$195/ ton (non hazardous) \$235/ ton (hazardous), unless customer has a dump site. A 4 ton minimum load charge shall apply
- Traffic control rates (24 hr notice required for traffic control hiring): \$58.00 per hour (4 hour minimum)
- Services onsite exceeding 8 hours, price is subject to change

5) Mainline Repairs and Relining:

36" CMP with a length of 65'

There is approx. 10% repair needed to the Flow line before the CIPP installation.

S&S will bypass pump from the damn area that TOH installs before our arrival.

~Individual Service Price: \$52,396.00

30" CMP with a length of 40'

There is approx. 15% repair needed to the Flow line before the CIPP installation.

S&S will bypass pump from the damn area that TOH installs before our arrival.

~Individual Service Price: \$42,365.00

Project Specific Notes:

- Town of Hebron to provide traffic control
- Town of Hebron to install damming to prevent any water to enter the work area prior to S&S arriving, Savy and Sons will bypass pump from this damned area.
- Bypass pumping will cross the roadway at each location.
- Does not include job specific or necessary permit fees, once this proposal is signed, Savy & Sons will apply for permits and all associated costs will be added to the project total cost.
- CBYD will be performed before project start.
- If an on-site witness inspector is required for this service, a predetermined time of inspection must be planned prior to job start.

Savy and Sons will first locate all on site access points and or clean outs and CCTV (closed circuit television) and perform a pipe camera inspection. This inspection will determine the condition of the pipe and be recorded for documentation.

At this point we will assess and determine the repair and lining options as Savy & Sons can dig and replace or use trenchless technology to install Cured in Place Pipe systems. Savy and Sons are certified applicators of many Cured In Place Pipe systems that we will install.

Pipe Preparation and Reinstatement

All pipes will be cleaned and prepared to manufacture recommendations. Savy and Sons has top of the line pipe preparation and inspection equipment. All our technicians are fully trained on CCTV camera, Jetting, descaling and

robotic cutting equipment. Savy and Sons is NASSCO trained and stays up to date on the latest industry technologies.

CIPP Lining Solution CIPP (Cured In Place Pipe Lining) technology is a resin-saturated felt tube made of polyester, fiberglass cloth and resin impregnation. It is inverted with air or pulled into a damaged pipe. This system will create a monolithic seamless liner inside the pipe which increases original flow rate by eliminating all pipe joints and reducing friction. CIPP Lining is best suited for straight pipe runs but can be used for bends in some instances.

SIPP Lining Solution SIPP (Spray In Place Pipe Lining) technology is 100% Solids Epoxy resin that is spray/brush applied in multiple layers and provides a damp proof, corrosion resistant, wear-resistant lining. The lining thickness and material can be adjusted based on your specific project needs. We offer solutions for high heat, high pressure and even NSF/ANSI 61 potable water.

Both SIPP and CIPP application methods create little to no dig solutions making it a "Trenchless" technology. This makes for a cost effective and less disruptive method rather than the traditional "dig and replace" pipe repair methods. Both of these methods hold extreme chemical resistance.

Savy and Sons SIPP/ CIPP Warranty Both systems carry a full ten year warranty and have a 50 year life expectancy per ASTM- F 1216 Third Party Testing. Max flow temps not to exceed 140F. No cables/ drain snake type equipment to be used after liner is installed. Call Savy & Sons for all future service. Please see Savy and Sons Warranty for details. Custom warranty options are available at owners request.

Please Note: Savy and Sons will submit the video inspection report and written report to the customer. Customer agrees to pay the Inspection charge in full.

<u>Total Project Cost</u>	<u>\$94,761.00</u>
----------------------------------	---------------------------

Payment terms & conditions: A nonrefundable 50% down payment due before project start. Upon receiving invoice, customer agrees to pay the remaining 50% in full within 30 days of when customer receives invoice.

We accept checks or credit card for your convenience (3% additional merchant fee added to total invoice)
There will be a 2% late fee on any invoice not paid after 30 days, an additional 2% will be charged every 15 days thereafter. If Invoice is 30 days delinquent, a bond claim will be filed. If invoice is 60 total days delinquent, a mechanics lien may be filed to enforce collection and buyer agrees to pay all costs accrued.

If Estimator was not made aware of prevailing wage rates and job becomes prevailing wage, additional charges may apply

Please Note:

1. Any project scheduled after November 1st may be subject to price increase due to below freezing weather conditions which require additional equipment and services.
2. Due to the current situation that COVID-19 and other circumstances beyond our control has caused, material pricing is only valid for 5 days upon receipt of this proposal. If any COVID-19 testing or specific protocol is required, pricing is subject to change.

This constitutes the full agreement between buyer and Savy & Sons, changes will only be executed upon written and signed orders and may result in change of costs. This proposal is valid for 5 days of proposal date.

Assumptions:

1. State Sales tax will be charged to the customer on all invoices unless a tax exempt certificate (ST-5 and ST-5C forms) is received.

2. Above quantities are for estimating purposes only. Actual quantities recorded in the field will be invoiced. We are assuming quantities/dimensions provided to us by customer. If quantities/dimensions are agreed upon, any work exceeding those number will be subject to additional charge. If there are any project changes the price is subject to change
3. Pricing assumes that any utilities are not active. If live utilities are found and restrict work from progressing, additional charges may be applied.
4. Owner to supply access to all safe openings, all necessary permits, police details and/or traffic control if needed. If parking is off-site, customer to provide temporary location for contractor to load/unload equipment.
5. If owner does not provide and accept responsibility of debris disposal, additional cost for debris disposal will be applied.
6. Any project concerns such as odors, noise, vibrations, dust, over-spray must be formally discussed prior to work. Any unexpected hold-points will be additional charge.
7. Check-in/Check-out/Orientation procedures to be disclosed by customer prior to proposal. Unexpected delays caused by undisclosed check-in/check-out/Orientation procedures will be additional charge.
8. Contractor projects hold a standard 1 year craftsmanship warranty. See warranty page for full details regarding Warranties. Executed warranty will be sent once completed and paid in full
9. All work will be performed during regular work hours unless otherwise noted.
10. Where applicable the owner will receive and store (or permit the contractor to store) within one hundred feet of the work area, and properly protect from damage or loss, the materials and equipment for carrying out this contract, and allow the contractor reasonable use of light, heat, water, power and available elevators, hoists etc. necessary to perform this contract as well as access to roof, if required.
11. Contractor will provide submittals and a Work Schedule prior to commencement of any work, if so required. Submittals and sample testing provided to the owner are a representative sample. Finish products may vary slightly in color, texture, etc.
12. Any alteration or deviation from above specification involving extra costs will be executed only upon a written change order and will become an extra charge over and above the contract price.
13. All pricing is based on all existing materials being non-hazardous and does not include any special removal or disposal costs associated with such.

GENERAL TERMS AND CONDITIONS

- I. General Conditions: These general conditions are incorporated by reference into the proposal and are part of the Agreement under which services are to be performed by the Contractor for the Customer.
- II. Customer Supplied Labor: Where the Customer supplies labor for the Contractor; the Customer will indemnify the Contractor for liability, loss or expense for work related injuries to the Customer's employees. The Customer agrees to waive all rights of subrogation against the Contractor arising out of the work in this Agreement.
- III. Damage Limitations: Under no circumstances will the Contractor be responsible for indirect, incidental or consequential damages. The Contractor also is not responsible for the rendering of or failure to render architectural, engineering or surveying professional services.
- IV. Preexisting Conditions: The Contractor will not be responsible for liability, loss or expense where the primary cause of the claim or damage is pre existing conditions including unsound concrete, faulty, inadequate or defective design, construction, maintenance or repair of property or contamination of the subsurface where the condition existed prior to the start of the Contractor's work. Customers are responsible for loss of service caused by the preexisting conditions at the jobsite.
- V. Environmental Conditions: The Customer represents and warrants to the Contractor that the debris relating to the work being done under this Proposal is non-hazardous, requiring no manifesting or special permitting. The Customer understands and agrees that it will be responsible for any additional costs or claims associated with any permitting, treatment, transport, storage or disposal of the removed debris, regardless if it is hazardous or non-hazardous.


VI. Indemnification: The Customer and Contractor will each indemnify the other for liability, loss and expense incurred by the other party resulting from a negligent act or omission in performance of work under this Agreement, or any breach of any provision of this Agreement. If both parties are jointly at fault, each will indemnify the other in proportion to their relative fault. The Customer will also indemnify Contractor for liability, loss and expense resulting from Contractor's services if the Contractor is acting at the direction or instruction of the Customer, or where the primary cause of any damages is due to information provided by the Customer, or for any environmental condition that arises as a result of the performance of the work under this Agreement. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs incurred in such litigation.

VII. Entire Agreement: This proposal together with any written documents, which may be incorporated by specific reference herein, constitutes the entire agreement between the parties and supersedes all previous communications between them, either oral or written. The waiver by contractor of any term, condition or provision herein stated shall not be construed to be a waiver of any other term, condition or provision hereof.

By signing this proposal, you give Savy & Sons permission to feature this project anonymously on our website and advertising platforms as an informational awareness case study to help others.

By signing this proposal you are agreeing that our attached presented Certificate of Insurance meets your companies requirements and are accepted. Any added items to our Certificate of Insurance may be subject to a price change

Please sign and return via e-mail or fax before start of project.
Thank you for your consideration.


Signature Date

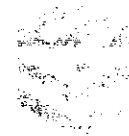
COMPANY NAME

Town of Hebron

PRINTED NAME

Kevin Kelly

CAPABILITY STATEMENT



SAVY & SONS

*Building the future.
Restoring the past.*

CT MCO. 0904007

Victoria & Ralph Savy - Partners

Company Overview

Savy & Sons is a family owned and operated third generation company. Our focus is on the repair and rehabilitation of piping and structural infrastructures, including but not limited to water and waste water systems, storm water systems, bridges, tanks, culverts and foundations. We currently provide services to Federal, State, County and Local. Municipalities, engineering firms, general contractors, property managers, water & wastewater management companies.

Core Competencies:

- Waterproofing solutions
- Water & Wastewater Rehabilitation
- Epoxy Coatings & Linings
- Infrastructure Restoration
- Pipe Lining Services
- Media Blasting
- Design / Build Solutions

DIFFERENTIATOR

- \$7,000,000 Bonding Capacity
- 20+ years' experience in Infrastructure Restoration Services
- Provides customized design/ build solutions and implementation
- Trenchless No Dig Solutions
- 24/7 Emergency Services
- NACE Certified Inspectors
- NASSCO Certified

COMPANY DATA

Socio-Econ. Certifications
S/ MBE - Connecticut

SAM - Registration : Active
Business Size: Small Business
Accepts Credit Cards: Yes

NAICS Codes:

221310	Water Supply and Irrigation Systems
221320	Sewage Treatment Facilities
237110	Water and Sewer Line and Related Structures Construction
237120	Oil and Gas Pipeline and Related Structures Construction
237310	Highway, Street, and Bridge Construction
238140	Masonry Contractors
238190	Other Foundation, Structure, and Building Exterior Contractors
238910	Site Preparation Contractors
238990	All Other Specialty Trade Contractors
541990	All other Professional, Scientific and Technical Services
562219	Other Nonhazardous Waste Treatment Disposal
562910	Remediation Services
562991	Septic Tank and Related Services
562998	All Other Miscellaneous Waste Management Services

DUNS Number: 031363474 Cage Code: 8AW19

PAST PERFORMANCES

- **Greater New Haven Water Pollution Control Authority, CT** - Infrastructure Restoration, Epoxy Coating to Chamber- \$376,043- Duration: 9/14/20-9/18/20 ; POC Tom Sgroi - (203-401-9031) tsgroi@gnhwpca.com
- **Cromedy Construction, U.S. Fish and Wildlife Service, ME**- Infrastructure Restoration to Fish Rearing pools, Epoxy Coating to rearing pools. - \$489,937 - Duration - 7/29/20- 9/10/20 ; POC Art Napolitano (267-518-0822) Anapolitano@cromedyconstruction.com
- **Montville Water Pollution Control Authority, CT** - Manhole Infrastrucutre Restoration- Duration: 7/12/21-7/16/21 ; POC Derrick Albertson (860-886-3666) Dalbertson@montville-ct.org

Victoria & Ralph Savy - 612 Church St. Amston CT 06231 - (860) 500-6929
Tori@savyandsons.com - www.savyandsons.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/01/2022

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

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

PRODUCER The Magnolia Agency 5 Essex Square Suite 2B Essex CT 06426		CONTACT NAME: Rich Varrato PHONE (A/C, No, Ext): (860) 581-8155 E-MAIL ADDRESS: rich@magnoliaagency.com FAX (A/C, No):	
INSURED Savy & Sons, LLC 612 Church Street Amston CT 06231		INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: Merchants National Insurance Company INSURER C: Certain Underwriters at Lloyds INSURER D: INSURER E: INSURER F:	
		NAIC # 11150 23329 15792	

COVERAGES**CERTIFICATE NUMBER:** CL2263000584**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZAGLB1850401	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ZACAT1844701	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			EXL0002737-R	07/01/2022	07/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ZAWCI1813301	07/01/2022	07/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional/Pollution			B0621PSAVY000322	07/01/2022	07/01/2023	Aggregate 1,000,000 Each Occurrence 1,000,000

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

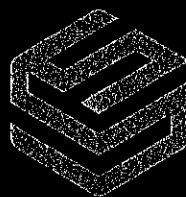
CERTIFICATE HOLDER**CANCELLATION**

Information Only

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

AUTHORIZED REPRESENTATIVE

SAVY & SONS
savysandsons.com
860.500.6929



SAVY & SONS

Building the future. Restoring the past.

**OUR PROMISE IS TO
BUILD VALUE
into every project while
delivering professional expertise.**

**CALL NOW!
860.500.6929**

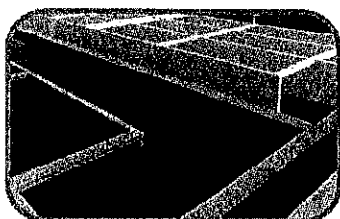
What We Do
WE'RE EXPERTS IN

**Emergency
Repair Services
Available**



WATERPROOFING SOLUTIONS

Elevator pits, dams, bridges, electrical conduits and foundation waterproofing. Mortar pumping and soil stabilization. Polyurethane & epoxy injection waterproofing systems.



WATER & WASTEWATER REHABILITATION

Wastewater invert experts.
Structural rehabilitation, proactive maintenance and repair solutions.



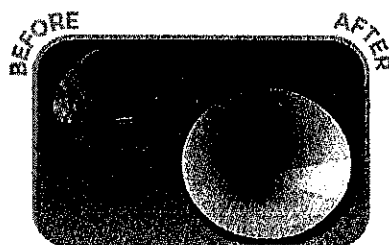
EPOXY COATINGS & LININGS

All application systems including potable water and chemical resistance. Fully trained and certified applicators.



INFRASTRUCTURE RESTORATION

Above and below ground infrastructure preventative maintenance and repair.



PIPE LINING SERVICES

CCTV Camera, Jetting & Pressure Testing.
Pipe lining both CIPP & SIPP.
All small and large diameter potable water, heat, pressure, sewer and stormwater pipes.



MEDIA BLASTING

A full menu of dustless blasting services to restore, clean, strip and prepare any surface. All types of blasting to meet your specific project needs.

ABOUT US.

Setting the quality standard for three generations, Savy & Sons is family owned and operated. With our service-first approach to all work and our own demanding standards, we've built a stellar reputation for quality craftsmanship and service.

We use the latest technologies and state-of-the-art equipment along with superior quality materials in the industry. Our focus is on repair and rehabilitation to provide effective, long-lasting solutions that address critical schedules, budgets, and environmental considerations. Municipalities, engineering firms, general contractors, property managers, water & wastewater management companies, just to name a few, have trusted us to build value into every project while delivering professional expertise.

You will find unmatched customer service and solutions you won't find elsewhere!



612 Church Street, Amston, CT 06231
860.500.6929
savysandsons.com

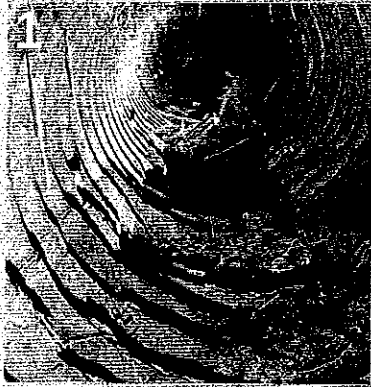
MAIN LINE CURED-IN-PLACE-PIPE LINING

Many sewer, storm and underground utility lines are ran underground in the most heavy populated areas. These lines are usually hard to access and the repairs require expensive excavation and infrastructure repairs. Cured-In-Place-Pipe lining creates a new pipe within a pipe using trenchless technology resulting in minimal downtime and no excavation.

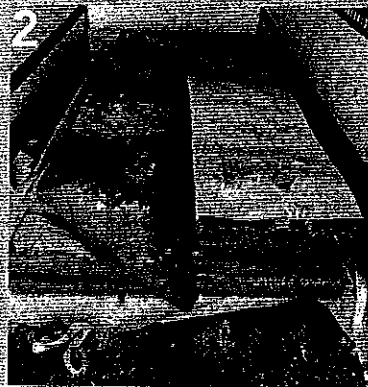


SAVY & SONS

*Building the future.
Restoring the past.*



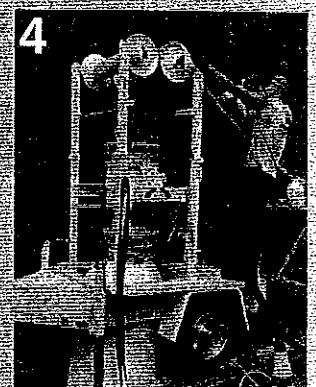
1 Blocked storm pipe



2 Liner material



3 Feeding the liner into the inversion head



4 Inverting the liner

BENEFITS OF CURED-IN-PLACE-PIPE LINING REHABILITATION

NSF 61 potable water / sewer / storm water / high heat / chemicals / high pressure
Diameters as small as 1 1/4" through 36" and up with continuous lengths over 600 ft

Heat pipe lining systems with max capacity of 302F constant

Pressure pipe lining systems max capacity of 300 psi constant

Commercial, Industrial, Municipal, Residential, High rise housing



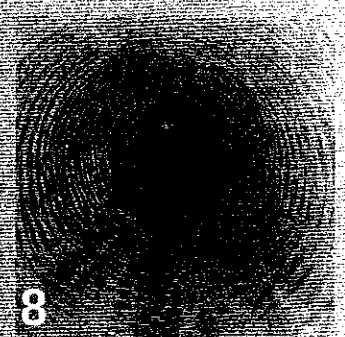
5 Liner inverting out the end of the pipe



6 Heat curing the liner



7 Cutting off the ends of the liner



8 Newly lined pipe

DIG, NO EXCAVATION NEEDED!

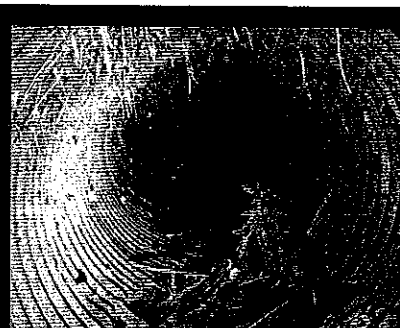
30% less cost than traditional dig and replace

CIPP Duration: 1 day VS. Dig & Replace: 3-5 days

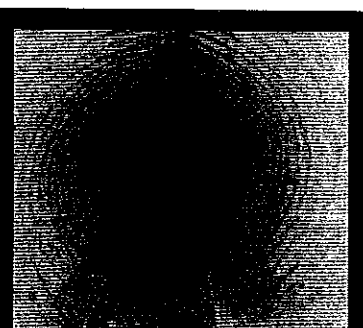
10+ year warranty & Minimum lifespan of 50 Years

No asphalt patching after messy excavation

24/7 Emergency Services Available



BEFORE



AFTER

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

APPROVE FY 2023-2024 BUDGET REVIEW SCHEDULE

Attached is the proposed FY 2023-2024 Budget Review Schedule similar to last year using virtual meeting format for March budget review meetings.

Proposed Motion:

Move that the Hebron Board of Selectmen approve the FY 2023-2024 Budget Review Schedule as presented (or amended).

**BOARD OF SELECTMEN/BOARD OF FINANCE
2023-2024 BUDGET REVIEW MEETING SCHEDULE**

Thursday, March 2, 2023 – Virtual (Budget Workshop with Board of Finance)

7:00 – 7:30 p.m. Town Manager’s Budget Presentation

Thursday, March 2, 2023 – Virtual

7:00 p.m. Regular Board of Selectmen Regular Meeting

Tuesday, March 7, 2023 – Virtual (Budget Workshop with Board of Finance)

7:00 – 7:30 p.m. CIP Budget Presentation

7:30 – 8:00 p.m. Open Space/Land Acquisition Acct. 5051

8:00 – 9:30 p.m. Miscellaneous General Government

Tuesday, March 14, 2023 – Virtual (Budget Workshop with Board of Finance)

7:00 – 7:30 p.m. Hebron Board of Education

7:30 – 8:00 p.m. RHAM Board of Education

8:00 – 9:30 p.m. Miscellaneous General Government

Thursday, March 16, 2023 – Virtual

7:00 p.m. Regular Board of Selectmen Meeting

Tuesday, March 21, 2023 – Virtual (Budget Workshop with Board of Finance)

7:00 – 7:15 p.m. Public Works Department Acct. 4101/4102/4103/4104

7:15 – 7:30 p.m. Parks & Recreation Department Acct. 3102 and Fund 4

7:30 – 7:45 p.m. Fire Department/Ambulance Service Acct. 2010/2020

7:45 – 9:30 p.m. Miscellaneous General Government

Tuesday, March 28, 2023 – Virtual (Budget Workshop with Board of Finance)

7:00 – 7:30 p.m. Board of Selectmen Public Hearing

7:30 – 8:30 p.m. Revenues Overview & Discussion/Budget Deliberations

8:30 – 9:30 p.m. Finalize Selectmen’s FY 23-24 Budget and CIP Budget

MISSION STATEMENT

The Board of Selectmen, acting as stewards of the Town and agents of the people, will provide services that promote safety; an affordable healthy living environment; and through effective land use and town resources, an economic base that creates jobs and tax assistance to the community while preserving our rural historic character.

TOWN OF HEBRON BOARD OF SELECTMEN REGULAR MEETING (VIRTUAL)

Board of Selectmen Regular Meeting

February 16, 2023, 7:00 PM (America/New York)

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Thursday, February 16, 2023

7:00 p.m.

AGENDA

Time Guideline	
7:00 p.m.	1. CALL TO ORDER
7:00 p.m.	2. PLEDGE OF ALLEGIANCE
7:02 p.m.	3. ADDITIONS AND CHANGES TO THE AGENDA
7:05 p.m.	4. PUBLIC COMMENT This section of the agenda is reserved for persons in attendance who wish to briefly address the Board. The Board requests that comments be limited to three minutes or less. Persons wishing to comment should type "comment" and your name in the chat box and you will be recognized.
7:15 p.m.	5. GOOD TO KNOW/SPECIAL RECOGNITION Hebron Business Spotlight and Public Service Announcements
7:20 p.m.	6. APPOINTMENTS AND RESIGNATIONS a)
7:25 p.m.	7. TOWN MANAGER'S REPORT a) Recent Activities b) Correspondence c) Town Manager Updates

7:40 p.m.

8. OLD BUSINESS

- a) American Rescue Plan State and Local Recovery Funds Update
- b) Public Works Building Project Next Steps
- c) Charter Revision Discussion ***
- d) FY 2023-2024 CIP Budget Review
- e) Any Other Old Business

*** No need for discussion or action at this time

7:50 p.m.

9. NEW BUSINESS

- a)
- b) Draft Agenda for March 2, 2023 Meeting
- c) Any Other New Business

8:20 p.m.

10. CONSENT AGENDA

Consent agenda items are considered to be routine in nature, which the Board may not need to discuss individually and may be voted on as a group. Any board member who wishes to discuss a particular item in this section may request the Chair to remove it for later discussion and a separate vote if necessary.

a) **APPROVAL OF MINUTES**

10.a.1 February 2, 2023 – Regular Meeting

b) **TAX REFUNDS**

8:25 p.m.

11. LIAISON REPORTS

- a) AHM Youth Services
- b) Hebron BOE – Gail Richmond
- c) Board of Finance – Peter Kasper
- d) Land Acquisition – Tiffany Thiele
- e) RHAM BOE – Marc Rubera
- f) Parks & Recreation Commission – Peter Kasper
- g) Economic Development Commission – Tiffany Thiele
- h) Hebron Historic Properties Commission – Dan Larson
- i) Commission on Aging/Senior Center – Gail Richmond
- j) Fire Department – Dan Larson
- k) WPCA – Andrew Tierney/Kevin Kelly
- l) Green Committee – Tiffany Thiele
- m) Douglas Library Board of Trustees – Gail Richmond

8:35 p.m.

12. PUBLIC COMMENT

8:40 p.m.

13. ANTICIPATED EXECUTIVE SESSION

- a) Town Manager Annual Evaluation

9:00 p.m.

14. ADJOURNMENT

**TOWN OF HEBRON
BOARD OF SELECTMEN
REGULAR MEETING
FEBRUARY 2, 2023**

CONSENT AGENDA

Proposed Motion:

Move that the Board of Selectmen approve the following Consent Agenda items and motions contained therein as if individually adopted:

a) APPROVAL OF MINUTES

10.a.1 January 19, 2023 – Regular Meeting

10.a.2 January 24, 2023 – Special Joint Meeting

**TOWN OF HEBRON
BOARD OF SELECTMEN
Regular Meeting (Virtual)
Thursday, January 19, 2023 - 7:00 PM**

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MINUTES

ATTENDENCE:

Board of Selectmen (Present): Daniel Larson (Chair), Gail Richmond (Vice Chair, joined at 7:35 p.m.), Tiffany Thiele, Peter Kasper, Marc Rubera (joined at 7:27 p.m.)

Public Building Committee: Mal Leichter, Richard Steiner

Staff Present: Donna Lanza, Dori Wolf

Guests: Community Voice Channel, Terry McManus, Kathy Williams, Adam Thiele, Dan Seremet, Diane DelRosso, Lilli Rhodes

1. Call to Order

2. Pledge of Allegiance

D. Larson called the meeting to order at 7:00 p.m. and led the Pledge of Allegiance.

3. Additions and Changes to Agenda

None.

4. Public Comment

None.

5. Appointments and Resignations

A. Planning and Zoning Resignation

Motion by D. Larson that the Hebron Board of Selectmen accept the resignation of Eric Lindquist from the Hebron Planning and Zoning Commission with regret and thanks for his service. Further, that the Selectmen designate Friday, January 27, 2023 as the posting date for the vacancy notice. The 35th and final day by which nominations shall be received is Friday, March 3, 2023. The motion passed (3-0).

B. Parks and Recreation Commission Appointment

Motion by D. Larson that the Hebron Board of Selectmen appoint Adam Thiele as a regular member of the Parks and Recreation Commission for a term to run until December 2026.

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Discussion: D. Larson introduced Adam Thiele, who reiterated his desire to join the Commission and stated he has already attended several meetings. T. Thiele noted Adam is her husband.

The motion passed (3-0).

P. Kasper noted multiple people had expressed interest in joining the Parks and Rec Commission, and encouraged all interested individuals to check Hebron's other boards and commissions, as there are often openings. D. Lanza stated that information can be found on the Town's website, under "Contact Us" then "Volunteer Opportunities".

6. Town Manager's Report

A. Recent Activities

D. Lanza noted the office has been very busy. Budget and CIP processes have begun.

A. Tierney had a project update meeting with key staff this week.

B. Correspondence

Items (included in the agenda) covered the monthly police report, as well as a letter of congratulations to Sue Hushin on her recent retirement.

7. Old Business

A. ARPA Funds Update

D. Lanza shared an updated copy of the Town's approved ARPA projects, noting items previously marked "pending attorney review" had been reviewed and deemed ARPA eligible. The BoS agreed to discuss only Round 2 projects with estimated costs, and to put aside discussion on those with cost estimates TBD. They also agreed to remove the line item for "Support for Local Small Businesses," which they had previously agreed upon. Projects were discussed as follows:

1. The Town Center Project Storage Shed

D. Lanza read a letter from TTCP President Holly Habicht, summarizing the group's need for storage facilities (chiefly for the Adirondack chairs and snowfolk installations). They are requesting funds to receive a shed from Country Carpenters, to include the structure as well as necessary site work, noting this would also support a local business. P. Kasper wondered if there were less expensive alternatives to the proposed structure. D. Lanza stated consideration of building style would be a factor depending on the location of the shed, as Planning and Zoning may require their approval. The BoS agreed to keep the item on the list, while seeking more input from Planning and Zoning.

2. Peters House

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Project costs are listed as TBD. P. Kasper noted he would like to see a financial report indicating how much has been spent on the Peters House to date. G. Richmond agreed that would be valuable information in determining the course forward.

3. CoDE Request: Implicit Bias Training

The request is for \$5,000, which would cover four training sessions (of 25 people per session) for town employees and elected officials. The BoS supports the project and training for town staff, and discussed whether this type of training should be funded by ARPA or the regular budget, as well as how that training should be conducted (virtually vs. in-person). The BoS approved the item, with all members voting in favor.

4. Hebron Historical Society

D. Larson noted the initial request was \$25,000, which D. Lanza stated was initiated by the Town on the Society's behalf, and was intended to cover exterior painting and possibly address moisture issues in the basement. That amount has already been approved by the BoS. The Historical Society has submitted additional requests for \$125,000 (to add restrooms and handicap accessibility at the Old Town Hall building) and \$100,000 (for cemetery repairs and maintenance.) The BoS considered the items separately, and agreed they need more information about projected costs for adding an addition at OTH. That item was moved to TBD. The BoS approved the second request for \$100,000, with all members voting in favor, and discussed the importance of ongoing maintenance for these town assets.

Motion by G. Richmond to move forward with the request for \$100,000 from the Hebron Historical Society. The motion passed (4-0).

5. Gull School Roof

A request for \$20,000 to repair the roof of the Gull School was discussed. Three estimates were received, with the BoS recommending the town move forward with the lowest bid.

Motion by D. Larson to move forward with the expenditure of \$20,000 for the roof replacement and award the roof repair and replacement contract to Thomas Archambault Building & Remodeling for \$19,825. The motion passed (4-0).

6. Police Accreditation

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Motion by D. Larson to approve the expenditure out of ARPA funds for \$28,000 for the police department accreditation process for the services as received from Daigle Law Group LLC. The motion passed (5-0).

The rest of the ARPA funds discussion was tabled in the interest of time.

B. PW Building Project

D. Larson introduced R. Steiner and M. Leichter of the Public Building Committee. They are drafting a document outlining the pros and cons of each alternative option, with more detailed explanations. That document is expected to be received by the BoS next week. D. Larson noted many committees in town are requesting and sharing information, and urged members to include town staff in those exchanges, so all parties have all relevant information. M. Leichter then offered updates on other PBC projects. A proposal for expanding the firehouse bay, which would allow the department to reasonably store both ambulances, has been received. The proposal includes all design and engineering work, as well as site testing. The PBC has sent that proposal to the BoS, with their recommendation to move forward. A mandatory walkthrough for AHM's HVAC project was held last week, with bids due on February 1. The library re-roofing project RFP has been sent out, with an addendum upcoming this week. Those bids are also due February 1. R. Steiner reported on the facilities analysis project. A walkthrough of town buildings was conducted with potential bidders. M. Leichter stated the AHM HVAC project is slated to occur between the end of heating season and beginning of the cooling season. The roofing project is targeted for completion in late May or early June, pending a contract being signed by late February. The firehouse addition could be completed this summer.

C. Charter Revision

The BoS discussed the merits of opening a Charter Revision Commission, as the town is required to review the Charter every five years. D. Lanza indicated the BoS must consider the matter, but is not required to form a commission if they determine a revision is not warranted. G. Richmond stated the last revision was extremely thorough, and she does not feel a revision committee is necessary at this time. T. Thiele would like to discuss bifurcation in regards to budgeting, but agreed that discussion could occur at a later time. The BoS agreed.

8. New Business

A. Award Bid for Sale of Used Roll Off Truck

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Motion by D. Larson that the Hebron Board of Selectmen accept the bid in the amount of \$24,500 and award the sale of the 2005 Kenworth truck as is to Fowler's Auto Wrecking, Inc. of East Hampton, Connecticut, and authorize Andrew J. Tierney, Town Manager, to sign documents necessary for the sale and transfer. The motion passed (5-0).

B. Approve Revised Job Description: Assistant Town Clerk

Motion by D. Larson that the Hebron Board of Selectmen approve the revised job description for the Assistant Town Clerk as presented. The motion passed (5-0).

C. Draft Agenda for February 2, 2023 Meeting

D. Larson requested members forward additional items to Town Hall for next month's agenda. Continued charter revision discussion will be included, and conducted after budget season.

9. Consent Agenda

Motion by D. Larson that the Board of Selectmen approve the following consent agenda items and motions contained therein as if individually adopted:

A. Approval of Minutes

1. January 5, 2023 -- Regular Meeting

B. Tax Refunds

1. Devin Hanelius - \$19.94
2. Nicholas Wallick - \$98.05
3. Derrick Hanelius - \$67.14
4. Timothy Carrier - \$314.53
5. Erick Dwelley - \$27.52

The motion passed 4-0, with G. Richmond abstaining.

10. Liaison Reports

P. Kasper updated on Parks and Rec Commission activities; potential dog park locations are under discussion, and new programs have been launched. Recommendations for pickleball and skatepark locations are expected. M. Rubera reported a mock active shooter event has been scheduled for April vacation at RHAM, and will include fire department, EMS, and police personnel. D. Larson stated the Hebron Historic Properties met recently and discussed

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possible buildings on the McCorrison property. He also noted T. Thiele will be the BoS liaison to the RHAM Strategic Planning Committee.

11. Public Comment

None.

12. Executive Session

Tabled to next meeting.

13. Adjournment

Motion by G. Richmond that the Board of Selectmen adjourn at 9:03 pm.

Respectfully submitted,
Hannah Walcott (Board Clerk)

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[Signature]
HEBRON TOWN CLERK

**TOWN OF HEBRON
BOARD OF SELECTMEN and BOARD OF FINANCE
SPECIAL MEETING - WORKSHOP MINUTES
Tuesday, January 24, 2023**

Board of Selectmen Present: D.Larson, P.Kasper, T.Thiele, M. Rubera

Board of Selectmen Not Present: G. Richmond (excused)

Board of Finance Present: D. DelRosso, D. Veschi, M. McCormack, J. Fodaski, M. Leichter

Staff Present: A.Tierney, D.Lanza, E. Griffin, P. Starkel, D. Huppe, D. Phelps, M. Barrett, B. Schappert, E. Saunders, S. Scorso, S. Barrett, W. Norris, J. Goralnik

Guests: Mary Ann Leichter

CALL TO ORDER

The meeting began at 7:00 p.m.

Chief Starkel presented the State of the Department Address reviewing the history, infrastructure, fleet and staffing of the department.

There was discussion around the topics of response time and missed calls, revenue and ambulance billing, the demands/challenges of Colebrook Village, retention of staff and regionalization and collaborative efforts with area departments.

M. Rubera reported that the Police and Fire Departments will be conducting an active shooter event at RHAM during April vacation, funded through a grant and the Lions.

Respectfully Submitted,

Donna Lanza