

REGULAR MEETING AGENDA  
COLUMBIA BOARD OF SELECTMEN

Tuesday, September 2, 2014, 7 pm

Adella G. Urban Administrative Offices Conference Room  
323 Route 87, Columbia, CT

CALL TO ORDER

1. PLEDGE OF ALLEGIANCE
2. MINUTES: 8/5/14 Regular Meeting
3. AUDIENCE OF CITIZENS
4. OLD BUSINESS
  - 4.1 Opportunity to participate in the C-PACE Program
  - 4.2 Special Town Meeting to approve C-PACE Program and a financial transfer
  - 4.3 2014 Columbia Road Race
  - 4.4 Invasive Plants at Mono Pond
  - 4.5 Draft Blight Ordinance – discussion
5. NEW BUSINESS
  - 5.1 Request for a tax refund by David Kohn
  - 5.2 Lions Club President's Project
  - 5.3 Erdoni Road data collection
  - 5.4 Agreement with Willimantic Waste Paper Co. Inc.
  - 5.5 Recreation Director Job Description
  - 5.6 Assistant to the Recreation Director Job Description
  - 5.7 FY 2014-2015 STEAP Grant Application
  - 5.8 Town Clerk Job Description
6. COLUMBIA LAKE / DAM / BEACH
  - 6.1 Application for Constructing Structures on or over the Lake by E. Nyarady
  - 6.2 Application for Constructing Structures on or over the Lake by M. Williams
  - 6.3 Application for Constructing Structures on or over the Lake by C. Foster
  - 6.4 Application for Constructing Structures on or over the Lake by R. Neumayer
  - 6.5 Dam renovation schedule
  - 6.6 Update on concrete dock costs
7. APPOINTMENTS / RESIGNATIONS
  - 7.1 Appointment of Tom Currier (D) to the Windham Region Transit District Board
  - 7.2 Appointment of Trooper Gregory DeCarli (U) to the Youth Services Committee
  - 7.3 Resignation of Nicole Keldsen, Recreation Director
  - 7.4 Hire of Linda McDonald as Interim Assistant to the Recreation Director
  - 7.5 Resignation of Accountant Phyllis Lapierre
  - 7.6 Resignation of Robert Kalinowski (R) from Zoning Board of Appeals
8. TOWN ADMINISTRATOR REPORT
9. CORRESPONDENCE
  - 9.1 Letter mailed to residents affected by seasonal road paving
  - 9.2 Press Release re Grants for Housing and Community Revitalization Projects
  - 9.3 Connecticut State and Municipal Bond Ratings List as of July 2014
  - 9.4 Letter to J. Swenson from J. Luiz regarding reassignment
10. BUDGET
  - 10.1 Transfers
  - 10.2 Refunds
  - 10.3 Review of Fiscal Year 2013-2014
11. APPROVE PAYMENT OF BILLS
12. BOARD MEMBER COMMENTS
13. EXECUTIVE SESSION
  - 13.1 Real estate per State Statutes Section 1-200(6)(D); Pending Litigation per State Statutes Section 1-200(6)(B); Personnel per State Statutes Section 1-200(6)(A);
14. ADJOURNMENT

Received: August 29, 2014

At 11:51 AM

Attest: Gail M. Ghatge

Town Clerk/Assistant Town Clerk ASST

REGULAR MEETING MINUTES  
COLUMBIA BOARD OF SELECTMEN

*Tuesday, August 5, 2014, 7 pm*

**Adella G. Urban Administrative Offices Conference Room**  
323 Route 87, Columbia, CT

**Members Present:** Deputy Selectman Steven Everett; Selectman William O'Brien; Selectman Robert Hellstrom; Selectman Robert Bogue. First Selectman Carmen Vance was absent.

Also Present: Town Administrator Jonathan Luiz; Finance Director Bev Ciurylo and others.

**CALL TO ORDER:** S. Everett called the meeting to order at 7 pm.

1. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was recited.
2. **MINUTES: 7/15/14 Regular Meeting: R. Bogue** MOVED to approve the BOS regular meeting minutes of 7/15/14 as presented and the MOTION CARRIED 3:0:1 with W. O'Brien abstaining.
3. **AUDIENCE OF CITIZENS:** Lisa Napolitano of 7 Hunt Road spoke in reaction to an article published in *The Chronicle* regarding invasive species in Mono Pond. She stated her strong opposition to the town spraying chemicals to kill the invasive species. L. Napolitano passed out MSDAS sheets containing data on the chemicals mentioned in the article. She stated that she feels the public has not been properly informed of the possible effects that these chemicals have on wildlife. She thinks the town should hold off on utilizing these chemicals because of their potential environmental harm and their expense. Discussion followed.
4. **OLD BUSINESS:** None.

*R. Bogue MOVED to add to the agenda item 7.1 entitled "Hire of Lisa Rose as Substitute Accounting Assistant." MOTION CARRIED unanimously.*

7. **APPOINTMENTS/RESIGNATIONS:**
  - 7.1 **Hire of Lisa Rose as Substitute Accounting Assistant:** J. Luiz said that there is a need to hire substitute help in the Finance Department and that he and Finance Director Beverly Ciurylo think the current Payroll Specialist would do a good job meeting the need. W. O'Brien MOVED to approve the hire of L. Rose as Substitute Accountant Assistant. MOTION CARRIED 4:0.
5. **NEW BUSINESS:**
  - 5.1 **Opportunity to participate in the C-PACE Program:** This ITEM has BEEN TABLED.
  - 5.2 **Request to increase hours of the Land Use Administrative Assistant:** J. Luiz stated that the Building Official has requested an increase in the hours of the Land Use Administrative Assistant so he will be able to have time to discuss pending permits, etc with her in person. Discussion followed. W. O'Brien MOVED to approve the proposed increase in hours of the Land Use Administrative Assistant effective upon all necessary financial transfers taking place. MOTION CARRIED 4:0.
  - 5.3 **Special Town Meeting to approve C-PACE and a financial transfer:** This ITEM has BEEN TABLED.
  - 5.4 **2014 Columbia Road Race:** J. Luiz stated that the person in charge of this year's race explained that a request has been made to change the route for the race. S. Everett and W. O'Brien expressed their appreciation for the old route because it took people through a highly visible part of town. J. Luiz asked whether or not the new route would tie up traffic on the back roads. Trooper G. DeCarli stated that at this time he does not see any issues with the newly

moved to waive the reading of the entitled resolution and that its full text be incorporated into the minutes of the meeting.

The ayes and nays were as follows:

Ayes

Nays

Selectman Robert Hellstrom  
Selectman William O'Brien  
Selectman Robert Bogue  
Selectman Steven Everett

Selectman Steven Everett thereupon declared the motion carried. Selectman Robert Hellstrom moved that said resolution be adopted as introduced. The ayes and nays were as follows:

Ayes

Nays

Selectman Robert Hellstrom  
Selectman William O'Brien  
Selectman Robert Bogue  
Selectman Steven Everett

Selectman Steven Everett thereupon declared the motion carried and the resolution adopted.

**6. COLUMBIA LAKE / DAM / BEACH**

**6.1 Application for Constructing Structures on or over the Lake (raft) by the Town:** R. Hellstrom MOVED to approve the application from the Town of Columbia for constructing structures on or over the Lake (raft) contingent upon the recommendations provided by the Lake Management Advisory Committee (LMAC). CARRIES 4:0.

**7. APPOINTMENTS/RESIGNATIONS: (see above).**

**8. TOWN ADMINISTRATOR REPORT:** J. Luiz stated that he met with the Superintendent, the Town Facility Manager, the School Facility Manager and Emergency Management Director Jerry James to discuss short-term and long-term emergency preparedness issues. J. Luiz stated that Rob Hellstrom Land Surveying will perform wetlands mapping on town land since the company's bid was lower than bids submitted by Towne Engineering and Datum Engineering. J. Luiz provided updates on the concrete dock, root cellar properties, roof project, Resident State Trooper orientation, and local road work taking place this month. W. O'Brien stated the need for the Resident State Trooper to be appointed to the Columbia Youth Services Committee, as well as the Juvenile Review Board. J. Luiz said that he would communicate that information to Trooper DeCarli. J. Luiz informed the BOS of damage a truck did to wires near Route 66 and Cards Mill Road.

**9. CORRESPONDENCE:**

**9.1 7/15/14 Chronicle article about the lake district proposal**

**9.2 7/25/14 Chronicle article about activity on Oakwood Lane**

**10. BUDGET**

**10.1 Transfers:** R. Hellstrom MOVED to approve the following FY 13-14 transfers:

AMOUNT	FROM A/C #, DESCRIPTION	TO A/C #, DESCRIPTION
\$59	10-4800-900, Contingency	10-4670-120, Rec, Transportation
\$237	10-4570-300, Land Use, Gen Supplies	10-4570-600, Land Use, Rep. & Maint.

RESOLUTION APPROPRIATING \$4,470,000 FOR THE RENOVATION AND EXPANSION OF THE SAXTON B. LITTLE FREE TOWN OF COLUMBIA LIBRARY AND AUTHORIZING THE ISSUE OF \$4,470,000 BONDS OF THE TOWN TO MEET SAID APPROPRIATION AND PENDING THE ISSUANCE THEREOF THE MAKING OF TEMPORARY BORROWINGS FOR SUCH PURPOSE

Section 1. The sum of up to \$4,470,000 is appropriated for the renovation and expansion of the Saxton B. Little Free Town of Columbia Library at 319 Jonathan Trumbull Highway, Columbia Ct., (the "Project"). The Project shall include an addition to the existing building to create a total first floor building area of approximately 12,200 SF. The basement will be expanded by approximately 1,400 SF. Work will include the renovation and reconfiguration of internal space, HVAC systems, electrical, communication and security systems, roof system, shelving and other library equipment and furniture, lighting, site work, demolition, testing, environmental remediation, surveying, design, architects, consultants, title insurance, appurtenances and improvements related thereto, and debt administrative, including printing, legal and financing costs, or so much thereof or such additional improvements as may be accomplished within the foregoing appropriation. Said appropriation shall be in addition to a Steap grant in the estimated amount of \$133,500, and inclusive of other State and Federal grants in aid thereof.

Section 2. The total estimated cost of the project is \$4,602,300. \$133,500 of additional project costs has been previously appropriated from a STEAP grant. In addition, the Town has received an administrative commitment for a \$1,000,000 State library building grant, which if funded by the State as expected will result in a net project cost of \$3,470,000; if not funded, \$4,470,000. The estimated useful life of the project is not less than twenty years. The project is a general benefit to the Town of Columbia and its general governmental purposes.

Section 3. To meet said appropriation \$4,470,000 bonds of the Town or so much thereof as shall be necessary for such purpose, shall be issued, maturing not later than the twentieth year after their date. Said bonds may be issued in one or more series as determined by any two of the First Selectman, Town Administrator and Finance Director (hereafter any two the "Town Officials"), and the amount of bonds of each series to be issued shall be fixed by the Town Officials, provided that the total amount of bonds to be issued shall not be less than an amount which will provide funds sufficient with other funds available for such purpose to pay the principal of and the interest on all temporary borrowings in anticipation of the receipt of the proceeds of said bonds outstanding at the time of the issuance thereof, and to pay for the administrative, printing and legal costs of issuing the bonds. The bonds shall be in the denomination of \$1,000 or a whole multiple thereof, or, be combined with other bonds of the Town and such combined issue shall be in the denomination per aggregate maturity of \$1,000 or a whole multiple thereof, be issued in bearer form or in fully registered form, be executed in the name and on behalf of the Town by the manual or facsimile signatures of the Town Officials bear, the Town seal or a facsimile thereof, be certified by a bank or trust company designated by the Town Officials, which bank or trust company may be designated the registrar and transfer agent, be payable at a bank or trust company designated by the Town Officials, and be approved

expenditures not later than 18 months after the later of the date of the expenditure or the substantial completion of the project, or such later date the Regulations may authorize. The issuer hereby certifies that the intention to reimburse as expressed herein is based upon its reasonable expectations as of this date. The Finance Director or his/her designee is authorized to pay project expenses in accordance herewith pending the issuance of reimbursement bonds, and to amend this declaration.

Section 7. The Town Officials are hereby authorized, on behalf of the Town, to enter into agreements or otherwise covenant for the benefit of bondholders to provide information on an annual or other periodic basis to nationally recognized municipal securities information repositories or state based information repositories (the "Repositories") and to provide notices to the Repositories of material events as enumerated in Securities and Exchange Commission Exchange Act Rule 15c2-12, as amended, as may be necessary, appropriate or desirable to effect the sale of the bonds and notes authorized by this resolution. Any agreements or representations to provide information to Repositories made prior hereto are hereby confirmed, ratified and approved.

Section 8. It is hereby found and determined that it is in public interest to issue all, or a portion of, the Bonds, Notes or other obligations of the Town as qualified private activity bonds, or with interest that is includable in gross income of the holders thereof for purposes of federal income taxation. The Town Officials are hereby authorized to issue and utilize without further approval any financing alternative currently or hereafter available to municipal governments pursuant to law including but not limited to any "tax credit bonds" or "Build America Bonds" including Direct Payment and Tax Credit versions.

Section 9. The Town Clerk is hereby authorized to prepare an explanatory text in accordance with law.

The voting will be by paper/electronic ballot. Those desiring to vote for the question shall fill in the box in front of the question on the ballot at "YES". Those desiring to vote against the question shall fill in the box in front of the question on the ballot at "NO".

The warning shall state that the full texts of the aforesaid Resolution and question are on file, open to public inspection, in the office of the Town Clerk that the vote on the aforesaid Resolution is taken under the authority of Chapter 152 of the General Statutes and Section 2.5 of the Town Charter, and that absentee ballots will be made available in accordance with law.

The First Selectman is authorized to make such revisions and otherwise provide for notices and the vote on the question herein authorized to be voted as necessary or appropriate to comply with law.

Received: August 6, 2014  
At 2:42 PM  
Attest: Paul C. McWhath  
Town Clerk/Assistant Town Clerk <sup>Asst</sup> TC





# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: August 14, 2014

RE: **Opportunity to participate in the C-PACE Program**

---

The Town of Columbia has the option of joining Connecticut's C-PACE Program. Under the program, the Clean Energy Finance and Investment Authority (CEFIA) lends businesses money for energy efficiency projects. The municipalities collect the loan payments and pass them on to CEFIA. CEFIA is a quasi-public agency established by the State of Connecticut.

Columbia Manufacturing is very interested in participating in the C-PACE program. In fact, the company invited the Tax Collector and I to tour the Columbia Manufacturing facility. The company cannot participate in the C-PACE unless the Town of Columbia's legislative body approves authorizes the Town to join the C-PACE program.

Attached are materials about C-PACE. On Tuesday night, I expect that a representative from C-PACE and a representative from Columbia Manufacturing will be present to explain the program in detail and to describe Columbia Manufacturing's interest in the program. I have also attached two letters from Tax Collector Carol Price that speak to the impact that the C-PACE program would likely have on the Tax Collector's office.

August 13, 2014

Board of Selectmen:

The C-PACE presentation is scheduled for a day I cannot attend because of a planned vacation out of state. I had hoped to attend this meeting to share my research and perspective, and to answer any questions that may have come from the presentation.

On July 17, 2014 I was informed that Columbia Manufacturing may be interested in the C-Pace program. My understanding is that this program is administered through the Tax Collector's office. Those involved other than C-PACE and the Taxpayer will be:

The Town Clerk for the recording the lien, agreement and other necessary documents on the land records. The filing fee is \$53.00 for the first page and \$5.00 per page thereafter. The release and any lien assignment will have the same fees. This is the current fee charged.

The Tax Office software vendor, Quality Data Service Inc., will set up the program in the current system and will have a yearly maintenance fee. The vendor will bill either the Town or C-PACE/CEFIA directly. This will require the Tax Collector to learn and operate a separate billing function within the current system for billing, processing payments and reports.

The payment will be turned over to the Finance Director who sends the payment to CEFIA. Time will be spent on recording and wiring or mailing payment and reports. Contacting the Town Auditor should be considered.

The Tax Collector will work with the software vendor to do the set up in the system and input data according to the loan assessment received. File documents on the land records as required. Mail the loan bill, receive and process payment in the tax system. Report the collection to finance and request transfer of the funds. Report the collection to CEFIA within 30 days. Report any delinquencies to CEFIA promptly.

I am sorry I am not able to attend this meeting. Please feel free to contact me directly with any questions.

Respectfully,

Carol W. Price, Tax Collector

**energize**  
CONNECTICUT



Empowering you to make  
smart energy choices

Clean Energy Finance and Investment Authority

**C-PACE:**

**A financing tool for building owners**

# Energy Challenge in Connecticut



## High Cost

CT has THE highest cost for electricity in the "lower 48"



## Old, Energy Inefficient Building Stock

CT has some of the oldest and most energy inefficient building stock



## Need for "Cleaner / Cheaper" Energy Sources

Programs that will diversify our energy mix into renewable/clean power



## "More Reliable" Grid

5 major storms in 2 years with widespread outages



# Connecticut Special Session

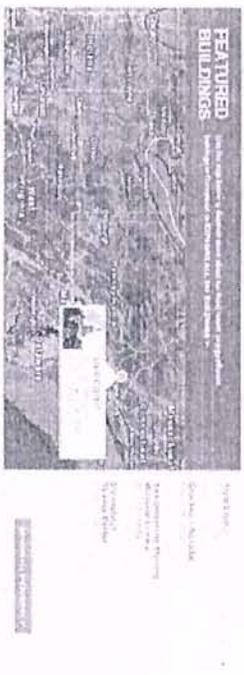
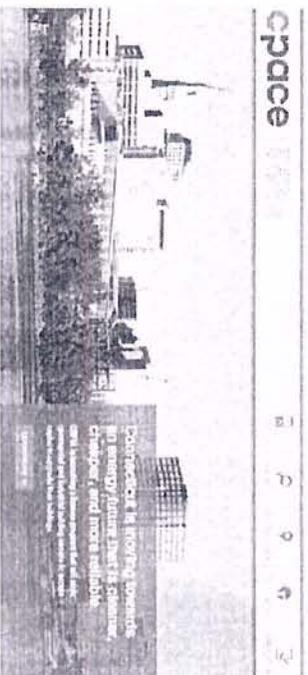
## Public Act 12-2 (June 2012)

- Commercial, industrial & multi-family property
- Requires the consent of the existing mortgage lender
- Requires  $SIR > 1$ ; permanently affixed
- Enables municipalities to opt-in
- Enables CEFIA to administer a statewide program

# Municipalities Opted into C-PACE

- Avon
- Beacon Falls
- Bloomfield
- Branford
- Bridgeport
- Canaan
- Canton
- Chester
- Clinton
- Coventry
- Danbury
- Durham
- East Granby
- East Haddam
- East Hartford
- Glastonbury
- Greenwich
- Hartford
- Killingworth
- Manchester
- Meriden
- Middletown
- Milford
- Newtown
- New Britain
- New London
- New Milford
- North Branford
- Norwalk
- Old Saybrook
- Plainville
- Putnam
- Simsbury
- Southbury
- Southington
- Stamford
- Stratford
- Suffield
- Tolland
- Torrington
- Trumbull
- Waterbury
- Waterford
- West Hartford
- Westbrook
- Westport
- Wethersfield
- Wilton
- Windham
- Windsor
- Windsor Locks
- Hartford
- West Hartford
- Bridgeport
- Norwalk
- Simsbury
- Stamford
- Stratford
- Southbury

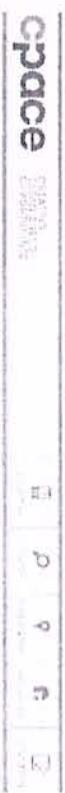
# Customers Apply Into C-PACE



energize  
CONNECTICUT



ENERGIZE  
HB



building information  
About the Program  
Is C-PACE financing right for my building?  
How does C-PACE financing work?  
What are the benefits of C-PACE financing?

Do you currently pay for energy efficiency upgrades?  
Is there a general need for energy efficiency upgrades?  
Are you planning to sell the building?  
Have you received any other financing offers for energy efficiency upgrades?  
Are you planning to sell the building?

Property information  
Address  
City  
State  
Zip  
Phone  
Email  
Website  
C-PACE Financing Program

ENERGIZE  
HB

# Upgrades: What's Eligible

---

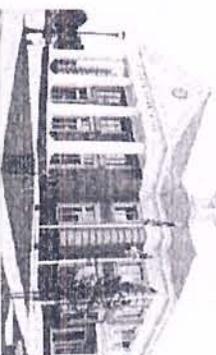
Anything that saves energy from baseline ... *as long as it isn't going anywhere*

- High efficiency lighting
- HVAC upgrades
- New automated building and HVAC controls
- Variable speed drives (VSDs) on motors fans and pumps
- High efficiency chillers, boilers, and furnaces
- High efficiency hot water heating systems
- Combustion and burner upgrades
- Fuel switching
- Water conservation
- Heat recovery and steam traps
- Building enclosure/envelope improvements
- BMS
- Renewable energy systems

## How does it work?

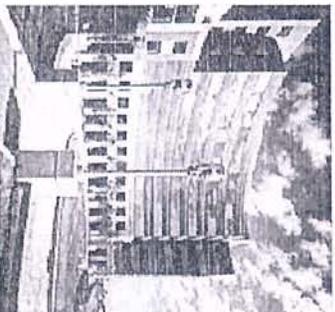
---

**cpace** →

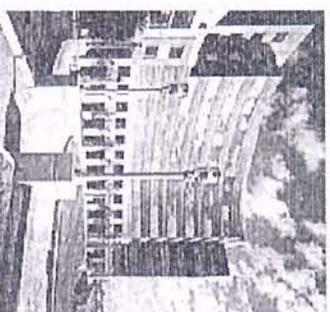
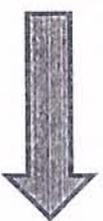
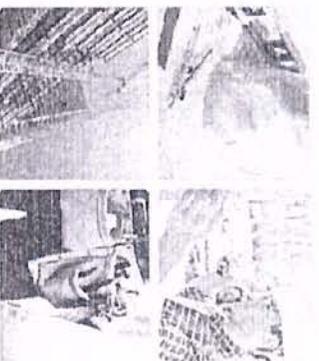


- 4. C-PACE alerts municipality; lien is placed on property

**cpace** →



- 5. CEFIA offers 100% upfront financing to owner



- 6. Project commences

**energize**  
CONNECTICUT



# Capital Partners

## Construction and Term Financing from

### CEFIA

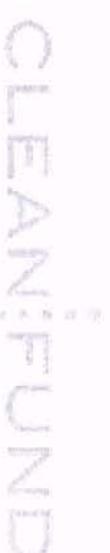
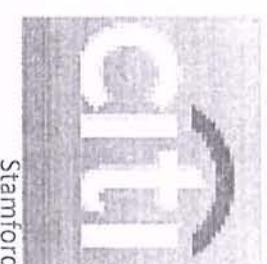
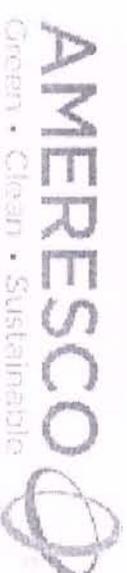
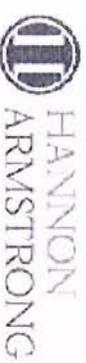
- CEFIA authorized \$20M short term facility for construction and term financing.

### Qualified Capital Providers

- CEFIA qualified 10 capital providers through a RFI.
- “Lending tree” model

### Owner Arranged Financing

- Property owner is free to choose their capital provider from the private market. There is no government financing required.



structured finance ASSOCIATES, LLC

Patolan Partners



# Case Study: Bushnell Center for the Performing Arts

---

## Project

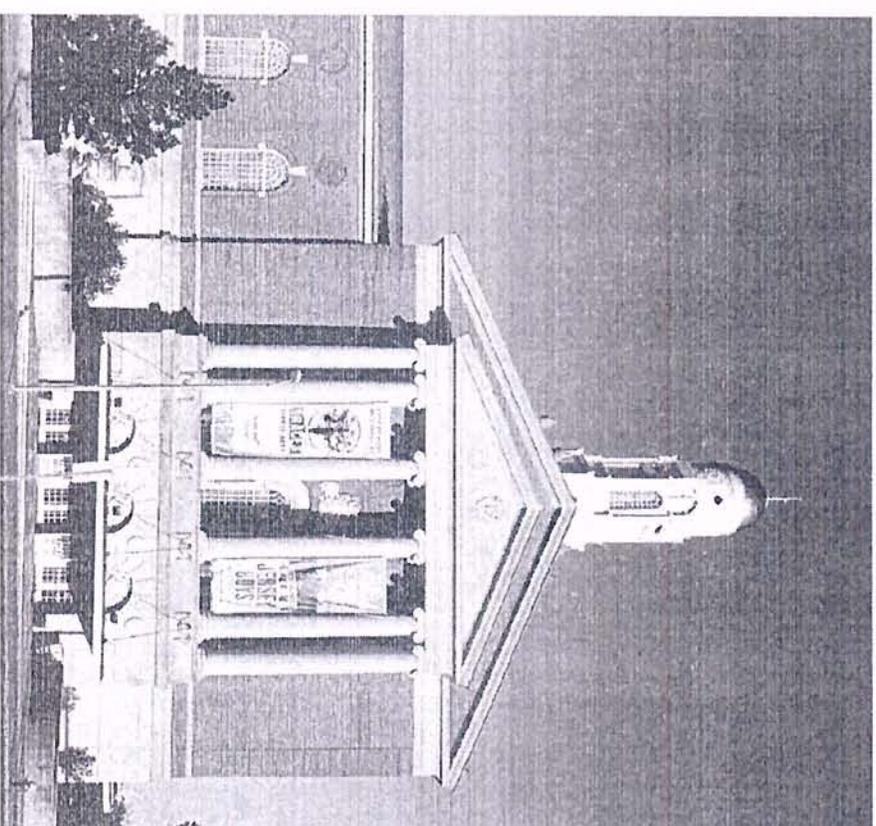
- \$650,000 boiler replacement

## Financing

- \$384,000 of replacement financed through 20 year C-PACE assessment.
- \$250,000 covered with grant from Department of Economic and Community Development.

## Impact

- Annual savings of \$48,000





# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen  
FROM: Jonathan Luiz, Town Administrator  
DATE: August 25, 2014  
RE: **Special Town Meeting to approve C-PACE and a financial transfer**

---

I respectfully offer the following motions for BOS consideration:

I MOVE to establish a Special Town Meeting on Tuesday, September, 16, 2014 at 6:30 pm in the Adella G. Urban Administrative Offices Conference Room for the following purposes:

Clause 1 – To adopt a resolution entitled “Town of Columbia Resolution to Approve Commercial Property Assessed Clean Energy (C-PACE) Agreement,” a copy of which is on-file with the Columbia Town Clerk for inspection.

Clause 2 – To approve a Fiscal Year 2014-2015 financial transfer of \$1,775 from line item #10-4136-010 entitled “Finance Department, Salaries” to line item #10-4570-010 entitled “Land Use Department, Salaries.”

Attached is a copy of the above referenced resolution as well as a copy of the contract that Columbia would sign with C-PACE if the resolution is adopted. The contract could be sent to the Town Attorney for review.

COMMERCIAL PROPERTY ASSESSED  
CLEAN ENERGY ("C-PACE") AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014, by and between [TOWN NAME BOLD CAPS], **CONNECTICUT**, a municipal corporation organized and existing under the laws of the State of Connecticut (the "Municipality"), and the **CLEAN ENERGY FINANCE AND INVESTMENT AUTHORITY**, a public instrumentality and political subdivision of the State of Connecticut established under Public Act No. 11-80 (and codified in Section 16-245n of the Connecticut General Statutes) (the "Authority").

RECITALS

**WHEREAS**, Commercial Property Assessed Clean Energy ("C-PACE") is a program to facilitate loan financing for clean energy improvements to commercial properties by utilizing a state or local assessment mechanism to provide security for repayment of the loans.

**WHEREAS**, section 16a-40g, as amended, of the Connecticut General Statutes (the "Act") established the C-PACE program in Connecticut.

**WHEREAS**, subsection (b)(1) of the Act directs the Authority to establish a commercial sustainable energy program, and authorized the Authority to make appropriations for and issue bonds, notes or other obligations to finance the program costs. A commercial sustainable energy program is a program that facilitates energy improvements to commercial or industrial property and utilizes municipal benefit assessments authorized by the Act as security for financing the energy improvements.

**WHEREAS**, to secure financing for the program, the Authority and the Municipality are authorized to enter into a written agreement, as approved by the Municipality's legislative body, pursuant to which the Municipality has agreed to assess, collect, remit and assign, benefit assessments to the Authority in return for energy improvements for benefited property owners within the Municipality and for costs reasonably incurred by the Municipality in performing such duties.

**WHEREAS**, this Agreement constitutes the written agreement authorized by the Act.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein and in order to effectuate the purposes of the Act, it is hereby agreed as follows:

Section 1 - Definitions.

(a) "Energy improvements" means (A) participation in a district heating and cooling system by qualifying commercial real property, (B) any renovation or retrofitting of qualifying commercial real property to reduce energy consumption, (C) installation of a renewable energy system to service qualifying commercial real property, or (D) installation of a solar thermal or geothermal system to service qualifying commercial real property, provided such renovation,

- i. A list of each qualifying commercial real property for which the benefitted property owner executed a financing agreement during the prior year;
- ii. A list of each qualifying commercial real property where all obligations under the financing agreement have been satisfied or paid in full during the prior year, including the satisfaction date and a copy of the notice of satisfaction;
- iii. the total benefit assessment payments made to the Authority in respect of all qualifying commercial real properties; and
- iv. for each non-satisfied (not paid in full) benefit assessment (including each benefit assessment approved in the prior year):
  - A. the date of the financing agreement,
  - B. the outstanding amount of the financing,
  - C. the total principal balance and accrued interest outstanding, and
  - D. the annual payment(s) due to the Authority (which shall include principal and accrued interest) associated with such benefit assessment (including the amount of accrued interest on the initial payment, if different).

(4) shall establish the position of commercial sustainable energy program liaison within the Authority,

(5) shall establish a loan loss reserve or other credit enhancement program for qualifying commercial real property,

(6) may use the services of one or more private, public or quasi-public third-party administrators to administer, provide support or obtain financing for the commercial sustainable energy program, and

(7) shall adopt standards to ensure that the energy cost savings of the energy improvements over the useful life of such improvements exceed the costs of such improvements.

(b) **Project Requirements.** If a benefitted property owner requests financing from the Authority for energy improvements under the Act, the Authority shall:

(1) require performance of an energy audit or renewable energy system feasibility analysis on the qualifying commercial real property that assesses the expected energy cost savings of the energy improvements over the useful life of such improvements before approving such financing,

(2) impose requirements and criteria to ensure that the proposed energy improvements are consistent with the purpose of the commercial sustainable energy program, and

### Section 3 - Obligations of the Municipality.

(a) **Levy of Benefit Assessment.** Upon receiving written notice from the Authority of the benefit assessment as provided in Section 2(d)(1) herein, the Municipality shall promptly levy the benefit assessment against the qualifying commercial real property to be benefited by the energy improvements financed by the Authority and described in the Financing Agreement, and shall place a lien on the qualifying commercial real property to secure payment of the benefit assessment in the form of the attached Exhibit A ("Benefit Assessment Lien"). The Benefit Assessment Lien will have two attachments: (1) the legal description of the benefited property and (2) the Financing Agreement payment schedule provided by the Authority. As provided in the Act, the benefit assessments levied pursuant to this Agreement and the interest, fees and any penalties thereon shall constitute a lien against the qualifying commercial real property on which they are made until they are paid. The Authority will reimburse the Municipality the cost charged by the Town Clerk for recording the Benefit Assessment Lien. Such Benefit Assessment Lien shall be levied and collected in the same manner as the property taxes of the Municipality on real property, including, in the event of default or delinquency, with respect to any penalties, fees and remedies and lien priorities as provided by the Act.

(b) **Continuation, Recording and Release of Lien.** As provided in the Act, each Benefit Assessment Lien shall be continued, recorded and released in the manner provided for property tax liens, subject to the consent of existing mortgage holders, and shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over such Benefit Assessment Lien. The Authority shall provide to the Municipality written notice of the consent of existing mortgage holders for the lien to be continued, recorded and released by the Municipality.

(c) **Assignment of Benefit Assessment Lien.**

(1) Upon the written request of the Authority, the Municipality shall assign, in the form of the attached Exhibit B, to the Authority any and all Benefit Assessment Liens filed by the Municipality's tax collector, as provided in this Agreement. The Authority may sell or assign, for consideration, any and all Benefit Assessment Liens received from the Municipality. The assignee or assignees of such Benefit Assessment Liens shall have and possess the same powers and rights at law or in equity as the Authority and the Municipality and its tax collector would have had if the Benefit Assessment Lien had not been assigned with regard to the precedence and priority of such lien, the accrual of interest and the fees and expenses of collection. The assignee shall have the same rights to enforce such Benefit Assessment Liens as any private party holding a lien on real property, including, but not limited to, foreclosure and a suit on the debt. Costs and reasonable attorneys' fees incurred by the assignee as a result of any foreclosure action or other legal proceeding brought pursuant to the assignment and directly related to the proceeding shall be taxed in any such proceeding against each person having title to any property subject to the proceedings. Such costs and fees may be collected by the assignee at any time after demand for payment has been made by the assignee.

information as they may request and the Authority and the Municipality agree to provide such information in a computer format satisfactory to the other.

**(f) Collection of Delinquent Payments.**

(1) In the event that any benefited property owner fails to make a benefit assessment payment pursuant to the payment schedule of the Benefit Assessment Lien in any property tax billing cycle, the Municipality shall provide written notice to the Authority of such delinquency in a reasonably timely manner. After providing such notice to the Authority, the Municipality has no obligation to collect delinquent benefit assessment payments unless it enters into a separate agreement with the Authority described in the following subsection (2).

(2) If the Authority makes a written request to the Municipality for its assistance in the collection of delinquent benefit assessments and related charges, the Municipality, in its sole discretion, and the Authority may enter into a separate agreement for those services, which agreement shall provide for compensation to be paid to the Municipality for its collection services. The agreement may provide for the Municipality to pursue the collection of any delinquent benefit assessments with the same diligence it employs in the collection of the Municipality's real property taxes, including the commencement of foreclosure proceedings to the extent provided by the then-current statutes of the State of Connecticut, and to take such actions that are required to preserve the Benefit Assessment Lien securing the delinquent benefit assessments. The agreement may also provide that the Authority shall have the right to take over the enforcement of any delinquent benefit assessments upon written notice to the Municipality, and thereupon the Municipality will have no further responsibility to collect such amount.

(3) The Municipality will provide written notice to the Authority of any sale or assignment of its real property taxes or any institution of a judicial foreclosure or other proceeding against any real property for delinquent real property taxes if such real property is subject to a lien securing a delinquent benefit assessment. Similarly, the Authority shall provide written notice to the Municipality of the institution of a judicial foreclosure or other proceeding against any qualified commercial real property for a delinquent benefit assessment.

**(g) Promotion of Program; Assistance for Authority Financing; Payment to Municipality.**

(1) The Municipality shall use good faith efforts to assist the Authority in local marketing efforts and outreach to the local business community to encourage participation in the commercial sustainable energy program, such as including commercial sustainable energy program information on the Municipality's website, distributing an informational letter from chief elected official to local businesses regarding the program, and conducting one or more business roundtable event(s).

Section 7 - Miscellaneous Provisions.

(a) **Assignment or Transfer.** Except as provided in Section 3(c) hereof, a party may not assign or transfer its rights or obligations under this Agreement to another unit of local government, political subdivision or agency of the State of Connecticut or to a private party or entity without the prior written consent of the other party and, if required, the prior approval of the holders of the Authority's bonds, notes or other obligations. If approval of the assignment by the holders of the Authority's bonds, notes or other obligations is required, such approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(b) **Amendment and Termination.** After the Authority sells and issues its bonds, notes or other obligations to finance the costs of the commercial sustainable energy program, this Agreement may not be amended or terminated by the parties without the prior approval of the holders of the Authority's bonds, notes or other obligations, which approval shall be obtained in accordance with the indenture or other documents entered into by the Authority in connection with the bonds, notes or other obligations.

(c) **Severability.** If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute but one and the same instrument.

(e) **Notices.** All notices, requests, consents and other communications shall be in writing and shall be delivered, mailed by first class mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the Municipality:

INSERT TOWN NAME  
INSERT STREET ADDRESS  
CITY, STATE, ZIP CODE  
Attention: INSERT NAME

If to the Authority:

Clean Energy Finance and Investment Authority  
845 Brook Street  
Rocky Hill, Connecticut 06067  
Attention: President

EXHIBIT A

CERTIFICATE OF LEVY AND LIEN OF BENEFIT ASSESSMENT

The undersigned Tax Collector of the City/Town of \_\_\_\_\_, Connecticut ("Municipality"), with an office at \_\_\_\_\_, \_\_\_\_\_, Connecticut, for and of behalf of the Clean Energy Finance and Investment Authority ("CEFIA"), with an office at 845 Brook Street, Rocky Hill, Connecticut 06067, pursuant to the Commercial Property Assessed Clean Energy Program established under Connecticut General Statutes Section 16a-40g, as amended (the "Act"), and the Municipal Agreement between the Municipality and CEFIA dated \_\_\_\_\_, 20\_\_\_\_, HEREBY LEVIES A BENEFIT ASSESSMENT AGAINST AND LIEN UPON certain real property as described more particularly in the attached Exhibit A (the "Property") of the Finance Agreement and also commonly referred to as [Property Address], situated in the Municipality and owned on the date hereof in whole or in part by \_\_\_\_\_ (the "Property Owner") for energy improvements made or to be made to the Property. The amount and repayment of said levy and lien, as determined by CEFIA and provided to Municipality, are as follows: an installment payment plan is in effect for payment of the benefit assessment, and is based on the principal amount of the benefit assessment of \$\_\_\_\_\_, with interest thereon at a fixed rate equal to \_\_\_\_\_% per annum, with equal installments of principal and interest due and payable, all as set forth in the attached Exhibit X of the Finance Agreement. In the event that any such installment shall remain unpaid for thirty days after the same shall become due and payable, interest and other charges shall be charged upon the unpaid installment(s) at the rate of 18% per annum, as provided by the Act and by law. At such time as the principal and interest payments of the benefit assessment have been satisfied and paid in full, a release of this Certificate shall be filed in the Land Records of the Municipality evidencing such release.

This Certificate constitutes a certificate of lien and is filed pursuant to the provisions of the Act to evidence a lien for the benefit assessment levied upon the Property for the special benefits conferred upon said Property by the renovation or retrofitting for energy improvements related thereto. Pursuant to the Act, this lien shall take precedence over all other liens or encumbrances except a lien for taxes of the Municipality on real property, which lien for taxes shall have priority over this lien.

The portion of this Certificate which constitutes a levy of benefit assessment and notice of installment payment of benefit assessments is filed pursuant to the provisions of the Act and the Connecticut General Statutes, as amended.

By order of the Tax Collector of the City/Town of \_\_\_\_\_.

Dated at \_\_\_\_\_, Connecticut this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tax Collector

Received for Record: \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_ A.M./P.M.

Recorded in the \_\_\_\_\_ Land Records at Volume \_\_\_\_\_, Page \_\_\_\_\_

\_\_\_\_\_  
City/Town Clerk



# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

**TO:** Columbia Board of Selectmen  
**FROM:** Jonathan Luiz, Town Administrator  
**DATE:** August 29, 2014  
**RE:** 2014 Columbia Road Race

---

Attached is a map of the proposed route for the 2014 Columbia Road Race. The BOS has the authority to approve the route. Alyson Cranick, manager of the 2014 Columbia Road Race, has been unable to attend previous BOS meetings to discuss this matter. She has conversed with me via email about the route (emails attached). I invited her to attend Tuesday night's meeting.

## Jonathan Luiz

---

**From:** Alyson Cranick [ajcranick@yahoo.com]  
**Sent:** Monday, August 18, 2014 10:27 AM  
**To:** Jonathan Luiz  
**Subject:** Re: Columbia Road Race

I think these are some of the questions that I think the Board would ask:

- Has any consideration been given to the significance of the route going through the "center of town?" Many people know of the road race because previous routes took the runners through highly visible areas of town. Please discuss whether or not this has been taken into account.  
Yes, we have taken into account the old race route. We have heard LOTS of people complain about the current route because the road isn't closed and there is traffic BEHIND you on a busy road. Also, the quality of Route 87 is really bad, especially on the sides. I was running on the same side the race goes on last summer and twisted my ankle (and I am still having issues with it) because of how broken up the side of the road is. Its a safety issue, and we have a few racers every year with physical disabilities that have many people walking with them, and we wanted to keep them in mind as well.  
We have asked a few people what they think of when they think of Columbia, and they think of Columbia Lake, not the center of town. We wanted to showcase that with the race, and let people enjoy the beauty of the lake in the fall. It is definitely a sight not to be missed. The new course is just as challenging as the old one, but much safer. To certify a race route it costs around \$350 and the race route this year needed to be recertified. It was suggested to us to try a new course and we thought it was a great idea. If it doesn't work out this year with the new course, or if people don't like it, we can always have it recertified AGAIN next year.

Will the proposed route be more of an inconvenience to people living on the back roads – particularly those roads near the Lake that runners will run back and forth on?

There shouldn't be any issues. We are hoping to have some bells donated to give to the home owners to get them involved in the race. There are lots of races that I have run that go on back roads and affect more homes than this race will. The actual area of the race isn't that big, so not too many people will be affected.

- How will the race organizers communicate the new route to people living in the affected areas?

We already have a note ready to hand out to the affected houses on the race route, which shows the new route and explains the safety of the runners. There is contact information for them to get in contact with us as well. The race is once a year and a 5K is about 1.5 hr at most. Plus most of the runners will be cleared out of the majority of the race route in under an hour. (Hopefully we will have bells to include with the notes)

- What measures will be put in place to ensure that traffic will be as uninterrupted *as possible*.

I asked the Resident State Trooper about this, since they will be in charge of traffic. He asked that in the note to include that it would be a short 2 hour window of time (12-2pm) that the roads would be closed, except for emergencies. And again, as soon as all runners pass through the area, the road will be reopened. We just used a 2 hour window to make sure everyone was safe and that the home owners would pay extra care.

Let me know if you need anything else.

Thanks  
Alyson



# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen  
FROM: Jonathan Luiz, Town Administrator  
DATE: August 15, 2014  
RE: **Invasive Plants at Mono Pond**

---

At the July 15<sup>th</sup> BOS meeting, I was instructed to gather information about the chemicals that would be sprayed in Mono Pond for the purpose of temporarily eliminating invasive plants. Attached are Material Safety Data Sheets (MSDS) on the chemicals. MSDS sheets are intended to provide workers and emergency personnel with procedures for handling or working with that substance in a safe manner, and includes information such as physical data (melting point, boiling point, flash point, etc.), toxicity, health effects, first aid, reactivity, storage, disposal, protective equipment, and spill-handling procedures. MSDS formats can vary from source to source within a country depending on national requirements.



# Material Safety Data Sheet

## Clipper™ Herbicide

This Material Safety Data Sheet (MSDS) serves different purposes than and DOES NOT REPLACE OR MODIFY THE EPA-APPROVED PRODUCT LABELING (attached to and accompanying the product container). This MSDS provides important health, safety, and environmental information for employers, employees, emergency responders and others handling large quantities of the product in activities generally other than product use, while the labeling provides that information specifically for product use in the ordinary course.

Use, storage and disposal of pesticide products is regulated by the EPA under the authority of the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) through the product labeling. All necessary and appropriate precautionary, use, and storage, and disposal information is set forth on that labeling. It is a violation of federal law to use a pesticide product in any manner not prescribed on the EPA-approved label.

### 1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

**PRODUCT NAME:** Clipper™ Herbicide  
**VC NUMBER(S):** 1420  
**PRODUCT CODE:** Not Established  
**SYNONYM(S):** None  
**EPA REGISTRATION NUMBER:** 59639-EUP-12

**PRODUCT DESCRIPTION:** Herbicide

**MANUFACTURER/DISTRIBUTOR**  
VALENT U.S.A. CORPORATION  
P.O. Box 8025  
1600 Riviera Avenue, Suite 200  
Walnut Creek, CA 94596-8025

**EMERGENCY TELEPHONE NUMBERS**  
**HEALTH EMERGENCY OR SPILL (24 hr.):**  
(800) 892-0099  
**TRANSPORTATION (24 hr.): CHEMTREC**  
(800) 424-9300 or (202) 483-7616

**PRODUCT INFORMATION**  
PROFESSIONAL PRODUCTS: (800) 898-2536

The current MSDS is available through our website or by calling the product information numbers listed above. ([www.valent.com](http://www.valent.com))

### 2. HAZARDS IDENTIFICATION

#### EMERGENCY OVERVIEW

- CAUTION**
- Harmful if inhaled or absorbed through skin.
  - Avoid breathing dust or spray mist.
  - Avoid contact with eyes, skin and clothing
  - Keep out of reach of children.

#### POTENTIAL HEALTH EFFECTS

**Acute Toxicity (Primary Routes of Exposure):** None known

**Acute Eye Contact:** Based on an evaluation of the ingredients and/or similar products, this product may cause brief and/or minor eye irritation. The expected adverse health effects resulting from an exposure may include redness and possible swelling.

**Emergency Telephone:** (800) 892-0099  
**REVISION NUMBER:** 2

**MSDS NO.:** 0381  
**REVISION DATE:** 03/04/2009

**SKIN CONTACT:**

Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**INGESTION:**

Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

**INHALATION:**

Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, if possible. Call a poison control center or doctor for further treatment advice.

**NOTES TO PHYSICIAN:**

None

**5. FIRE FIGHTING MEASURES**

<b>FLASH POINT:</b>	Not applicable
<b>AUTOIGNITION:</b>	No data available
<b>EXTINGUISHING MEDIA:</b>	Water fog, carbon dioxide, foam, dry chemical
<b>FLAMMABLE LIMITS IN AIR - LOWER (%):</b>	Not applicable
<b>FLAMMABLE LIMITS IN AIR - UPPER (%):</b>	Not applicable

**NFPA RATING:**

Health:	1
Flammability:	1
Reactivity:	0
Special:	None

(Least-0, Slight-1, Moderate-2, High-3, Extreme-4). These values are obtained using professional judgement. Values were not available in the guidelines or published evaluations prepared by the National Fire Protection Association, NFPA.

**FIRE FIGHTING INSTRUCTIONS:** Products of combustion from fires involving this material may be toxic. Avoid breathing smoke and mists. Avoid personnel and equipment contact with fallout and runoff. Minimize the amount of water used for fire fighting. Do not enter any enclosed area without full protective equipment, including self-contained breathing equipment. Contain and isolate runoff and debris for proper disposal. Decontaminate personal protective equipment and fire fighting equipment before reuse.

**HAZARDOUS COMBUSTION PRODUCTS:** Normal combustion forms carbon dioxide, water vapor and may produce: oxides of nitrogen, Combustion may produce toxic gases of: Nitrogen compounds and Fluorine compounds. Incomplete combustion can produce carbon monoxide.

**6. ACCIDENTAL RELEASE MEASURES**

Emergency Telephone: (800) 892-0099  
REVISION NUMBER: 2

MSDS NO.: 0381  
REVISION DATE: 03/04/2009

Chemical Name	ACGIH Exposure Limits	OSHA Exposure Limits	Manufacturer's Exposure Limits
Flumioxazin (2-[7-fluoro-3,4-dihydro-3-oxo-4-(2-propynyl)-2H-1,4-benzoxazin-6-yl]-4,5,6,7-tetrahydro-1H-isoindole-1,3(2H)-dione)	None	None	None
Kaolin clay	2 mg/m <sup>3</sup> TWA (respirable fraction)	15 mg/m <sup>3</sup> TWA 5 mg/m <sup>3</sup> TWA	None
Others (including particulates not otherwise classified)	None	None	None

## 9. PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL FORM:	Granule
COLOR:	Light brown
ODOR:	Slight
FLASH POINT:	Not applicable
MELTING POINT:	Not applicable
BULK DENSITY:	0.49 g/cc (30.8 lb./cu. ft.)
pH:	5.4 @ 25°C (1% suspension)
CORROSION CHARACTERISTICS:	Not corrosive to containers.
SOLUBILITY:	Dispersible in water

## 10. STABILITY AND REACTIVITY

CHEMICAL STABILITY:	This material is considered chemically and thermally stable.
INCOMPATIBILITY:	May react with strong oxidizing agents, such as chlorates, nitrates, peroxides, etc.
OXIDATION/REDUCTION PROPERTIES:	Not an oxidizing or reducing agent.
EXPLODABILITY:	Not expected to be explosive.
HAZARDOUS DECOMPOSITION PRODUCTS:	No data available

## 11. TOXICOLOGICAL INFORMATION

### ACUTE TOXICITY:

Oral Toxicity LD <sub>50</sub> (rats)	> 5,000 mg/kg	EPA Tox Category	IV
Dermal Toxicity LD <sub>50</sub> (rabbits)	> 2,000 mg/kg	EPA Tox Category	III
Inhalation Toxicity LC <sub>50</sub> (rats)	0.969 mg/l	EPA Tox Category	III
Eye Irritation (rabbits)	Brief and/or minor irritation	EPA Tox Category	III
Skin Irritation (rabbits)	Brief and/or minor irritation	EPA Tox Category	IV
Skin Sensitization (guinea pigs)	Non-sensitizer	EPA Tox Category	Not applicable

### CARCINOGEN CLASSIFICATION

### TOXICITY OF FLUMIOXAZIN TECHNICAL

**SUBCHRONIC:** Compound related effects of Flumioxazin Technical noted in rats following subchronic exposures at high dose levels were hematotoxicity including anemia, and increases in liver, spleen, heart, kidney and thyroid weights. In dogs, the effects produced at high dose levels included a slight prolongation in activated partial thromboplastin time, increased cholesterol and phospholipid, elevated alkaline phosphatase, increased liver weights and histological changes in the liver. The lowest no-observable-effect-level (NOEL) in subchronic studies was 30 ppm in the three-month toxicity study in rats.

Emergency Telephone: (800) 892-0099  
REVISION NUMBER: 2

MSDS NO.: 0381  
REVISION DATE: 03/04/2009

**QUATIC ORGANISM TOXICITY:** Based upon EPA designation, Flumioxazin Technical is slightly to moderately toxic to freshwater fish; moderately toxic to freshwater invertebrates; moderately toxic to estuarine/marine fish and moderately to highly toxic estuarine/marine invertebrates, based on the following tests:

96-hour LC<sub>50</sub> rainbow trout: 2.3 mg/L  
 96-hour LC<sub>50</sub> bluegill sunfish: greater than 21 mg/L  
 48-hour LC<sub>50</sub> Daphnia magna: 5.5 mg/L  
 96-hour LC<sub>50</sub> sheepshead minnow: greater than 4.7 mg/L  
 96-hour (shell deposition) EC<sub>50</sub> eastern oyster: 2.8 mg/L  
 96-hour LC<sub>50</sub> mysid shrimp: 0.23 mg/L  
 Fish early life-stage (rainbow trout): MATC >7.7 µg/L, <16 µg/L  
 Chronic toxicity (mysid shrimp): MATC >15 µg/L, <27 µg/L  
 Chronic toxicity (Daphnia magna): MATC >52 µg/L, <99 µg/L.

Flumioxazin Technical is practically non-toxic to bees. The acute contact LC50 in bees was greater than 105 µg/bee.

### 13. DISPOSAL CONSIDERATIONS

END USERS MUST DISPOSE OF ANY UNUSED PRODUCT AS PER THE LABEL RECOMMENDATIONS.

**DISPOSAL METHODS:** Check government regulations and local authorities for approved disposal of this material. Dispose in accordance with applicable laws and regulations.

### 14. TRANSPORT INFORMATION

UN/NA NUMBER:	Not applicable
DOT (ground) SHIPPING NAME:	Herbicide, solid, non-regulated
TECHNICAL NAME (hazardous material):	Not applicable
HAZARD CLASS:	Not applicable
PACKING GROUP:	Not applicable
DOT REPORTABLE QUANTITY (RQ):	None
REMARKS:	None
EXEMPTION REQUIREMENT:	None
EMERGENCY RESPONSE GUIDEBOOK NO.:	Not applicable
MARINE POLLUTANT:	Not applicable

### 15. REGULATORY INFORMATION

**PESTICIDE REGULATIONS:** All pesticides are governed under FIFRA (Federal Insecticide, Fungicide, and Rodenticide Act). Therefore, the regulations presented below are pertinent only when handled outside of the normal use and applications of pesticides. This includes waste streams resulting from manufacturing/formulation facilities, spills or misuse of products, and storage of large quantities of products containing hazardous or extremely hazardous substances.

#### U.S. FEDERAL REGULATIONS:

Ingredients in this product are reviewed against an inclusive list of federal regulations. Therefore, the user should consult appropriate authorities. The federal regulations reviewed include: Clean Water Act, SARA, CERCLA, RCRA, DOT and OSHA. If no components or information is listed in the space below this paragraph, then none of the regulations reviewed are applicable.

#### SARA (311, 312):

Emergency Telephone: (800) 892-0099  
 REVISION NUMBER: 2

MSDS NO.: 0381  
 REVISION DATE: 03/04/2009

---

individual's own responsibility. Although reasonable care has been taken in the preparation of such information, Valent extends no warranties, makes no representations, and assumes no responsibility as to the accuracy or suitability of such information for application to the individual's purposes or the consequences of its use.

2008 Valent U.S.A. Corporation

---

Emergency Telephone: (800) 892-0099  
REVISION NUMBER: 2

MSDS NO.: 0381  
REVISION DATE: 03/04/2009



## MATERIAL SAFETY DATA SHEET

Syngenta Crop Protection, LLC  
Post Office Box 18300  
Greensboro, NC 27419

In Case of Emergency, Call  
1-800-888-8372

### 1. PRODUCT IDENTIFICATION

Product Name: **REWARD LANDSCAPE AND AQUATIC HERBICIDE** Product No.: A12872A  
EPA Signal Word: Caution  
Active Ingredient(%): Diquat Dibromide (37.3%) CAS No.: 85-00-7  
Chemical Name: [6,7-dihydrodipyrido(1,2-a:2',1'-c)pyrazinediium dibromide]  
Chemical Class: Bipyridilium (dipyridilium) contact herbicide  
EPA Registration Number(s): 100-1091 Section(s) Revised: 14

### 2. HAZARDS IDENTIFICATION

#### Health and Environmental

Toxic if inhaled. Harmful if swallowed. Causes mild eye and skin irritation.

#### Hazardous Decomposition Products

Flammable hydrogen gas may be formed on contact with aluminum. See "Conditions to Avoid", Section 10.

#### Physical Properties

Appearance: Dark brown liquid

Odor: Odorless

#### Unusual Fire, Explosion and Reactivity Hazards

This product may form flammable and explosive hydrogen gas when in contact with aluminum.

During a fire, irritating and possibly toxic gases may be generated by thermal decomposition or combustion.

### 3. COMPOSITION/INFORMATION ON INGREDIENTS

Material	OSHA PEL	ACGIH TLV	Other	NTP/IARC/OSHA Carcinogen
Diquat Dibromide (37.3%)	Not Established	0.5 mg/m <sup>3</sup> TWA	0.5 mg/m <sup>3</sup> TWA (0.5 total; 0.08 respirable) ***	No

\*\*\* Syngenta Occupational Exposure Limit (OEL)

Ingredients not precisely identified are proprietary or non-hazardous. Values are not product specifications.  
Syngenta Hazard Category: C, S

### 4. FIRST AID MEASURES

Have the product container, label or Material Safety Data Sheet with you when calling Syngenta (800-888-8372), a poison control center or doctor, or going for treatment.

## 8. EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION AND PACKAGING OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

Ingestion:	Prevent eating, drinking, tobacco usage and cosmetic application in areas where there is a potential for exposure to the material. Wash thoroughly with soap and water after handling.
Eye Contact:	Where eye contact is likely, use chemical splash goggles.
Skin Contact:	Where contact is likely, wear chemical-resistant gloves (such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyvinyl chloride [PVC] or Viton), coveralls, socks and chemical-resistant footwear.
Inhalation:	A respirator is not normally required when handling this substance. Use effective engineering controls to comply with occupational exposure limits.

In case of emergency spills, use a NIOSH approved respirator with any N, R, P or HE filter.

## 9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance:	Dark brown liquid
Odor:	Odorless
Melting Point:	Not Applicable
Boiling Point:	Not Available
Specific Gravity/Density:	1.202 g/ml @ 68°F (20°C)
pH:	4 - 6

### Solubility in H<sub>2</sub>O

Diquat Dibromide: 718,000 mg/l @ 68°F (20°C) and pH 7.2

### Vapor Pressure

Diquat Dibromide: < 10(-8) mmHg @ 77°F (25°C)

## 10. STABILITY AND REACTIVITY

Stability:	Stable under normal use and storage conditions.
Hazardous Polymerization:	Will not occur.
Conditions to Avoid:	Concentrate should not be stored in aluminum containers. Spray solutions should not be mixed, stored or applied in containers other than plastic, plastic-lined steel, stainless steel or fiberglass.
Materials to Avoid:	Strong alkalis and anionic wetting agents (e.g., alkyl and alkylaryl sulfonates). Corrosive to aluminum.
Hazardous Decomposition Products:	Flammable hydrogen gas may be formed on contact with aluminum. See "Conditions to Avoid", Section 10.

## 11. TOXICOLOGICAL INFORMATION

### Acute Toxicity/Irritation Studies (Finished Product)

Ingestion:	Oral (LD50 Female Rat) :	886 mg/kg body weight
Dermal:	Dermal (LD50 Rabbit) :	> 5050 mg/kg body weight
Inhalation:	Inhalation (LC50 Rat) :	0.62 mg/l air - 4 hours
Eye Contact:	Mildly Irritating (Rabbit)	
Skin Contact:	Slightly Irritating (Rabbit)	
Skin Sensitization:	Not a Sensitizer (Guinea Pig)	

Proper Shipping Name: Corrosive Liquid, N.O.S. (Diquat Dibromide)  
Hazard Class: Class 8  
Identification Number: UN 1760  
Packing Group: PG III

Comments

Water Transport - International  
Proper Shipping Name: Corrosive Liquid, N.O.S. (Diquat Dibromide), Marine Pollutant  
Hazard Class: Class 8  
Identification Number: UN 1760  
Packing Group: PG III

Air Transport  
Proper Shipping Name: Corrosive Liquid, N.O.S. (Diquat Dibromide)  
Hazard Class: Class 8  
Identification Number: UN 1760  
Packing Group: PG III

**15. REGULATORY INFORMATION**

EPCRA SARA Title III Classification

Section 311/312 Hazard Classes: Acute Health Hazard

Section 313 Toxic Chemicals: Not Applicable

California Proposition 65

None

CERCLA/SARA 302 Reportable Quantity (RQ)

Report product spills  $\geq$  268 gal. (based on diquat [RQ = 1,000 lbs.] content in the formulation)

RCRA Hazardous Waste Classification (40 CFR 261)

Not Applicable

TSCA Status

Exempt from TSCA, subject to FIFRA

**16. OTHER INFORMATION**

NFPA Hazard Ratings

Health: 2  
Flammability: 1  
Instability: 0

HMIS Hazard Ratings

Health: 2  
Flammability: 1  
Reactivity: 0

0	Minimal
1	Slight
2	Moderate
3	Serious
4	Extreme

For non-emergency questions about this product call:

1-800-334-9481

Original Issued Date: 4/11/2002

Revision Date: 2/4/2011

Replaces: 7/14/2010

The information and recommendations contained herein are based upon data believed to be correct. However, no guarantee or warranty of any kind, expressed or implied, is made with respect to the information contained herein.

# MATERIAL SAFETY DATA SHEET

Emergency Phone: NPIC 1-800-858-7378

Effective Date: December 15, 2010

## 1. PRODUCT AND COMPANY IDENTIFICATION

**PRODUCT NAME:** Alligare Fluridone

**DESCRIPTION:** A liquid herbicide.

EPA Reg. No. 81927-45

### COMPANY IDENTIFICATION:

Alligare, LLC

13 N. 8<sup>th</sup> Street

Opelika, AL 36801

## 2. COMPOSITION / INFORMATION ON INGREDIENTS

<u>Ingredient</u>	<u>Chemical Name</u>	<u>Chemical Formula</u>	<u>CAS Number</u>	<u>Composition</u>
Fluridone	1-methyl-3-phenyl-5-[3-(trifluoromethyl)phenyl]-4(1 <i>H</i> )-pyridinone	C <sub>19</sub> H <sub>14</sub> F <sub>3</sub> N <sub>2</sub> O	59756-60-4	41.7%

## 3. HAZARD IDENTIFICATION

**HAZARDS TO HUMANS AND DOMESTIC ANIMALS:** Harmful if swallowed, absorbed through skin, or if inhaled. Causes moderate eye irritation. Avoid breathing of spray mist. Avoid contact with skin, eyes, or clothing. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

**ENVIRONMENTAL HAZARDS:** Follow use directions carefully so as to minimize adverse effects on nontarget organisms. Do not contaminate water when disposing of equipment washwaters. Trees, turf, and shrubs growing in water treated with Alligare Fluridone may occasionally develop chlorosis. Do not apply in tidewater/brackish water. Lowest rates should be used in shallow areas where the water depth is considerably less than the average depth of the entire treatment site, for example, shallow shoreline areas.

## 4. FIRST AID

Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For emergency information concerning this product, call the National Pesticides Information Center (NPIC) at 1-800-858-7378 seven days a week, 6:30 am to 4:30 pm Pacific Time or your poison control center at 1-800-222-1222.

**IF SWALLOWED:** Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by the poison control center or doctor. Do not give anything by mouth to an unconscious person.

**IF IN EYES:** Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

**IF ON SKIN OR CLOTHING:** Take off contaminated clothing. Rinse skin immediately with plenty of water for 15-20 minutes. Call a poison control center or doctor for treatment advice.

**IF INHALED:** Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.

## 10. STABILITY AND REACTIVITY

**CONDITIONS TO AVOID:** Freezing temperatures.

**CHEMICAL STABILITY:** Stable under normal use and storage conditions.

**INCOMPATIBILITY WITH OTHER MATERIALS:** None known.

**POLYMERIZATION:** Will not occur.

## 11. TOXICOLOGICAL INFORMATION

### ACUTE ORAL TOXICITY

Oral LD<sub>50</sub> (rat): > 500 mg/kg

### ACUTE DERMAL TOXICITY

Dermal LD<sub>50</sub> (rat): > 2,000 mg/kg

### ACUTE INHALATION TOXICITY (Inhalation data is for the active ingredient, Fluridone)

Inhalation LC<sub>50</sub> (rat): > 2,130 g/M<sup>3</sup>

### EYE IRRITANT

Rabbit – Causes slight eye irritation.

### SKIN IRRITATION

Rabbit – Causes mild skin irritation

### SENSITIZATION

Guinea Pig – Not a contact sensitizer

**MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE:** None known.

### CARCINOGENICITY:

ACGIH: Not listed

IARC: Not listed

NTP: Not listed

OSHA: Not listed

**MUTAGENIC DATA:** No data available.

## 12. ECOLOGICAL INFORMATION

**The following information is for the active ingredient, Fluridone:**

Follow use directions carefully so as to minimize adverse effects on nontarget organisms. Do not contaminate water when disposing of equipment washwaters. Trees, turf, and shrubs growing in water treated with Alligare Fluridone may occasionally develop chlorosis. Do not apply in tidewater/brackish water. Lowest rates should be used in shallow areas where the water depth is considerably less than the average depth of the entire treatment site, for example, shallow shoreline areas.

### AQUATIC TOXICITY

Rainbow Trout (96-hr LC<sub>50</sub>): 7.7 mg/L

Sheepshead Minnow (LC<sub>50</sub>): 10.7-16.7 mg/L

Daphnia (48-hr EC<sub>50</sub>): 3.6 mg/L

## 13. DISPOSAL CONSIDERATIONS

**Do not contaminate water, food or feed by disposal.**

**PESTICIDE DISPOSAL:** Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility.

**CONTAINER DISPOSAL:** Nonrefillable container, do not reuse or refill this container. Refer to product label for specific disposal instructions.





# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: August 29, 2014

RE: **Draft Blight Ordinance - discussion**

---

Attached is a draft blight ordinance for BOS discussion purposes. The First Selectman drafted it after reviewing other municipal blight ordinances. Town staff has reviewed it and provided comments. The Town Attorney has not reviewed it as of yet.

**Columbia, CT.  
Anti Blight Ordinance**

**Purpose:**

The purpose of this Ordinance is to define, prohibit and abate blights and nuisances in order to protect, preserve, and promote public health, safety and welfare and to preserve and protect property values.

**Scope:**

No owner or occupant of real property located in the Town of Columbia shall allow, create or maintain blighted premises. The ordinance shall apply uniformly to the maintenance of all residential, non-residential, and undeveloped premises now in existence or hereafter constructed, maintained or modified.

**Definitions:**

The following definitions shall apply to the provisions set forth in this ordinance:

1. Abandoned: any property which is deserted.
2. Antique cars: any motor vehicle that is at least twenty-five (25) years old.
3. Blighted Premises: any properties or parcel of land in any zone in which at least one of the following conditions exist:
  - a) Poses a serious threat to the safety, health, and general welfare of the community as determined by the Sanitarian, Zoning Enforcement Officer, Fire Marshall or Building Inspector,
  - b) Attracts illegal activity as documented by the Resident State Trooper.
  - c) Not being maintained as evidenced by the existence of any of the following conditions: it is open to the elements, or has collapsing or missing walls, roofs, windows, doors or is unable to provide shelter, or serve the purpose for which it was constructed due to damage, dilapidation, decay, or severe animal infestation; solid waste as defined by Connecticut General Statutes is in the public view.
  - d) Contains material which is incapable of performing the function for which it is designed including, but not limited to: abandoned, discarded, or unused objects; equipment such as automobiles, boats, and recreation vehicles which are unregistered and missing parts, not complete in appearance and

- f) The penalty for violation of this ordinance shall be not less than ten dollars (\$10) up to no more than one hundred dollars (\$100) for each day that a violation continues beyond the time allocated by the anti blight officer to correct the violation.

**Initiation of Legal Proceedings:**

In addition to the citation process described herein, the Board of Selectmen is authorized to initiate legal proceedings in the Superior Court for the immediate correction of the violation(s), collection of any penalties, and the recovery of all costs including cost of remedial action(s) authorized by the court and reasonable attorney's fees incurred by the Town of Columbia to enforce this ordinance.

**Anti Blight Lien:** In the event that the real property owner does not appeal the action of the anti-blight officer within the time established by this ordinance, and in the event that the real property owner has failed to cure the violation within (30) days of the date that the real property owner was to abate the violation as set forth in the citation issued by the anti-blight officer, then the civil penalties and/or fines and costs associated with the same shall constitute a lien of the Town of Columbia on said real property where such blight exists. The effective date commences on the date that such civil penalties and/or fines were first levied. The lien may be continued, recorded and released in the manner provided by the general statutes of Connecticut for the continuing, recording and releasing property tax liens. Each such lien may be enforced in the same manner as property tax liens, including foreclosure of the real property. Said lien shall remain an encumbrance upon the subject property until such time as the blight condition shall be abated and all civil penalties and/or fines and costs assessed have been paid.

**Permits:** No inland wetlands, zoning or building permits may be issued on the blighted property until the blight citation has been abated and all/any associated penalties, fines and costs have been paid, and any liens have been released. Exception to this prohibition may be granted by the Town Administrator in cases where the permit concerns work that is a life safety issue.



# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen

FROM: Jonathan Luiz, Town Administrator

DATE: August 19, 2014

RE: Request for a tax refund by David Kohn

---

Columbia resident David Kohn requests a tax refund in the amount of \$1,170.60 due to a tax assessment error the town made in 2001. The error added 96 square feet of interior space to his home that did not exist. The error negatively impacted Mr. Kohn's real estate taxes for 10 years, costing him \$1,170.60.

I met with Mr. Kohn and the Tax Assessor to discuss the matter. The Tax Assessor acknowledged that the error was made by the town's revaluation company in 2001. The Tax Assessor explained to me that Connecticut law allow for municipalities to repay taxpayers only when **clerical errors** in assessment are made. I then checked with the Town Attorney to find out how a clerical error is defined. The Town Attorney then provided the attached memorandum that explains the difference between **clerical errors** and **substantive errors**. The memo also contains the Town Attorney's opinion that a substantive error was made in the matter concerning Mr. Kohn. While I deeply sympathize with Mr. Kohn, I did not feel that it would be appropriate to prepare a tax refund for Board of Selectmen approval on this matter because the facts appear to me to indicate that a substantive error was made – and therefore the state law precludes the town from issuing a tax refund.

Mr. Kohn has appealed to the Board of Selectmen. Attached is a memo from Mr. Kohn.

designation of residential property and, a year later, he realizes that he was mistaken because it is actually zoned as commercial property—this mistake is an error of substance, not a clerical error. The assessor intended to assess the property as residential property at the time of the assessment, and he did. The fact that this assessment was later discovered to be a mistake does not change the fact that he originally intended to make the mistaken assessment. Such an error is therefore not clerical in nature. In other words, often the key factor in determining whether a mistake is clerical under §12-60 is the intent of the assessor at the time he records the assessment, and not what the assessor actually would have done now that he has the benefit of hindsight and proper information.” (emphasis added).

The error in the assessment of the Town of Columbia taxpayer in question is an error of substance rather than a clerical error based upon the information that we have been given. It appears that an assumption was made at some point regarding the second floor space in the building. That assumption has been discovered to be in error. However, it is our opinion that the assessor, at the time that the original mistake was made, intended to assess the property having the 96 square feet that have later been discovered not to exist. Using the analysis discussed above, this was an error of substance, not a clerical error.

It is also worthwhile to point out that the statute only permits a correction of even a clerical error “not later than three years following the tax due date relative to which such omission or mistake occurred”. Even if the error were to be a clerical one, which it is not in our opinion, relief would have been limited to a three year period.

#### General Principles Regarding Taxation

It may appear that the limitations available pursuant to the statute, as discussed above, can result in an unfair situation for the taxpayer. However, the statutory framework governing municipal taxation is fairly explicit. Municipalities are creatures of the state and have no inherent powers. Pepin v. City of Danbury, 171 Conn. 74, 83 (1976). Municipalities have no inherent powers of taxation except those specifically granted to them. Id. A municipality’s “power of taxation can be lawfully exercised only in strict conformity to the terms by which they are given.” Low Stamford Corporation v. Stamford, 164 Conn. 178, 182 (1972).

The statutory scheme regarding municipal assessment and taxation provides authority to assessors to address the type of mistake that has been brought to the town’s attention outside the provisions of §12-60, but restricts the timing in which such action can be taken. “The power of assessors to alter assessments exists only during the lawful period for the performance of their duties.” Empire Estates, Inc. v. Stamford, 147 Conn. 262, 264 (1960). Before the broad authority conferred on them is exhausted, assessors have “abundant power to correct omissions or mistakes, clerical or otherwise, independently of §12-60.” Bridgeport Brass Co. v. Drew, 102 Conn. 206, 210 (1925). Once assessors have completed their duties as prescribed by statute, however, they have “no authority to alter a list except to remedy a clerical omission or mistake.” Empire Estates, Inc. v. Stamford, *supra*. 147 Conn. 264-265. Pursuant to this

## Jonathan Luiz

---

**From:** David Kohn [davidkohn@charter.net]  
**Sent:** Monday, July 21, 2014 11:11 AM  
**To:** Robert Hellstrom; William Obrien; Carmen Vance; Steven Everett; Robert Bogue  
**Cc:** Jonathan Luiz  
**Subject:** Tax Error

Hi all!

As I have asked that my appeal be put on the August 5th agenda, I just wanted to give you a heads up regarding what it's about. (I have already met and discussed the situation with Jonathan Luiz. He has been very supportive and helpful and shared that you will be the ones who will have to approve the refund I am requesting.)

Basically, in 2001 our house was assessed based on the inclusion of 96 square feet (the space between two dormers) that doesn't exist. Consequently, our next 10 tax bills were approximately \$120/year too high (exactly \$1,170.60 according to Mary. The assessment in 2011 reflected in the bills for 2012-2014 did not include this square footage and therefore were correct.)

As Jonathan I'm sure will share, he agrees completely that the town certainly does not need or want tax money on square footage that doesn't exist and therefore would certainly support a refund. The good news is, the town charter apparently allows for refunds for "clerical errors" (but not for errors of "substance"). The way Mary explained it to me, a clerical error is an error where something was known, but incorrectly recorded. In my opinion, that is exactly what happened. The 2001 assessor who visited the house, must have clearly seen that we have two dormers in the back and that there was no living space in between, yet incorrectly recorded the square footage - clearly a clerical error.

In the end, I'm sure, if the town did not want to pay the refund, it's lawyer could make arguments claiming that the error was not clerical, but rather an error of substance and some judge would be forced to decide. In this case, however, if you agree with Jonathan, that there is no reason for the town to keep money collected in error, then it is a simple matter. If the board decides to agree that the error could be viewed as clerical, it can authorize the refund payment and the matter would be resolved.

Hopefully you will agree and authorize the refund payment.

Sincerely,  
Dave Kohn, 10 Columbia Landing, Columbia, CT



# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

**TO:** Columbia Board of Selectmen

**FROM:** Jonathan Luiz, Town Administrator

**DATE:** August 19, 2014

**RE:** Lions Club President's Project

---

Please read the attached letter from Linda Garritt, past-president of the Lions Club. The First Selectmen and I met with Mrs. Garritt on August 19<sup>th</sup> to discuss the proposal. We thanked Mrs. Garritt for her thoughtfulness and willingness to improve the Town Green. We did ask Mrs. Garritt to re-consider her proposed project given the little use the Town Green gets at night throughout the majority of the year, and in consideration of the fact that the light project would increase the Town Green's electricity costs by approximately \$432 per year. We suggested that Mrs. Garritt consider taking on as a project the restoration and relocation of the large silver/blue sign on the Town Green that summarizes Columbia's history. If restored, the sign could be moved closer to the Town Hall by DPW staff. The silver/blue sign is located about 20-30 feet away from the message board on the Town Green

Sincerely,

*Linda Garritt*

Linda Garritt  
Past President  
Columbia Lions Club



**CONNECTICUT  
LIGHTING CENTERS**

Your Source for Lighting,  
Fans & Home Accents

**HARTFORD SHOWROOM**  
(860) 249-7631 | 160 Brainard Road  
**SOUTHINGTON SHOWROOM**  
(860) 621-7585 | 235 Queen Street



### Three Light Black Clear Seeded Glass Post Light

Item Number OL5907BK

Dimensions 22.25" Tall x 10.25" Wide

Vendor Feiss

Sockets 3 Candelabra Bulbs, 60 watts

**Description** This Three Light Post Light is part of the Martinsville Collection and has a Black Finish and Clear Seeded Glass. It is Wet Rated, and Outdoor Capable.

We show approximately 202,350 products on our website and, like most websites, we may not physically have all of those products in stock. However; most products are available within days of order. Please contact us at [clcweb@ctlighting.com](mailto:clcweb@ctlighting.com) or call (860) 249-7631 if you would like to know the availability of a particular item. Prices and information shown are subject to verification by our showroom personnel. In the event of a discrepancy, we reserve the right to make any corrections necessary. Freight charges may be applicable to certain products - if so, freight charges will be quoted separately. Product photos are provided by our manufacturers and may not be available to view on our website.



# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

**TO:** Columbia Board of Selectmen  
**FROM:** Jonathan Luiz, Town Administrator  
**DATE:** August 14, 2014  
**RE:** **Erdoni Road Data Collection**

---

As indicated in the attached BOS minutes from July 16, 2013, the BOS decided to pursue increased speed enforcement on Erdoni Road and to pursue a transportation study for the FY 14-15 Budget. The FY 14-15 Budget does contain funding for a study as well as road improvements. The Capital Region Council of Governments (CRCOG) has collected data at no charge to the Town (Columbia is now a member of CRCOG). The data collection results and recommendations are attached for BOS review.

SPECIAL MEETING MINUTES  
COLUMBIA BOARD OF SELECTMEN  
*Tuesday, July 16, 2013, (after the end of the 7:00 p.m. Special Town Meeting)*  
Horace W. Porter School Gymnasium, 3 Schoolhouse Road, Columbia, CT

**Members Present:** First Selectman Carmen Vance, Selectman Richard Szegda, Selectman Rob Hellstrom, Selectman Robert Bogue

**Also Present:** Town Administrator Jonathan Luiz and others.

**CALL TO ORDER:** C. Vance called the meeting to order at 8:12 pm.

1. **PLEDGE OF ALLEGIANCE**
2. **MINUTES:** R. Bogue MOVED to APPROVE the 6/18/13 Regular Meeting Minutes. MOTION CARRIED 4:0. R. Hellstrom MOVED to APPROVE the 6/27/13 Special Meeting Minutes. MOTION CARRIED 4:0.
3. **AUDIENCE OF CITIZENS: None.**
4. **OLD BUSINESS:**
  - 4.1 **Referendum vote on library renovation and expansion:** The BOS reached consensus that the referendum on library renovation and expansion will be established after the announcement of state library construction grant awards.
5. **NEW BUSINESS**
  - 5.1 **Erdoni Road complaints:** J. Luiz shared complaints concerning swimming, parking, pedestrian walking and boating. The BOS reached consensus that the town will pursue speed enforcement and a study for the FY 14-15 Budget.
  - 5.2 **Revisions to Emergency Operations Plan:** Emergency Management Director Jerry James explained the proposed revisions to the Emergency Operations Plan. R. Szegda MOVED to approve the proposed changes to the Emergency Operations Plan. MOTION CARRIED 4:0. C. Vance thanked J. James for his work.
6. **COLUMBIA LAKE / DAM / BEACH:**
  - 6.1 **Email from Mark Coleman regarding Common Elodea**
  - 6.2 **Application for Constructing Structures on or over the Lake by E. Nyarady:** C. Vance MOVED to approve the application submitted by E. Nyarady subject to the recommendations made by the Lake Management Advisory Committee.
  - 6.3 **Letter from M. Coleman regarding proposed language revisions to Standards:** M. Coleman explained the proposed revisions. R. Szegda MOVED to approve the proposed revisions to the Standards for Granting Permission for the Construction of Structures on Columbia Lake. MOTION CARRIED 4:0.
7. **APPOINTMENTS/RESIGNATIONS**
  - 7.1 **Resignation of Christopher Lamourine as Democratic Registrar of Voters**
  - 7.2 **Hire of Mille Ramsey as Floater:** R. Szegda MOVED to hire M. Ramsey as Floater. MOTION CARRIED 4:0.
  - 7.3 **Resignation of Allen P. Smith from FiPAC**
  - 7.4 **Appointment of Jonathan Luiz as Veterans Service Contact:** R. Bogue MOVED to appoint J. Luiz as Veterans Service Contact. MOTION CARRIED 4:0.
8. **TOWN ADMINISTRATOR REPORT**

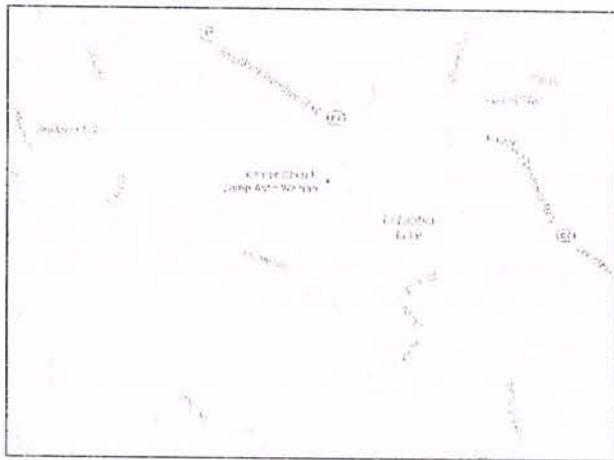


**To:** Jonathan Luiz, Town of Columbia  
**From:** Lia Yim, CRCOG  
Pramod Pandey, CRCOG  
**Date:** August 13, 2014  
**Re:** Erdoni Road Data Collection  
**c:** Jennifer Carrier, CRCOG  
Anthony Lorenzetti, T2 Center

Columbia officials have expressed a concern over pedestrian safety and high traffic speeds along Erdoni Road in the vicinity of Columbia Lake. CRCOG has been asked to provide assistance in reviewing conditions and identifying potential recommendations to improve safety. CRCOG collected preliminary data and performed an initial site visit with the Connecticut Technology Transfer Center Safety Circuit Rider, Anthony Lorenzetti, P.E. The findings are summarized in this memorandum.

#### Roadway Characteristics

Erdoni Road is an east-west roadway that serves the Towns of Andover and Columbia as a connector road between Andover Lake and Columbia Lake. CTDOT/FHWA functionally classify it as a local road. Erdoni Road is paved and varies from approximately 20 to 22 feet in width in the study area. There is currently a single yellow centerline stripe that separates the two lanes and there are no painted shoulder lines or sidewalks on either side of the road. Guiderail is present for portions of the road on both sides and large boulders are located adjacent to the road at the termination of guiderail.



Study Area



Erdoni Road near Columbia Lake, looking east

There is a lake access point within the study area and no parking signage in the vicinity of the lake. Despite the narrow road width, it is reported that residents walk along this section of Erdoni Road to access the lake. There are two horizontal curves with limited sight distance immediately northwest of the lake access point. Advanced warning signage for the horizontal curves is present but partially obstructed by vegetation.

### **Suggested Improvements for Discussion**

Based on our field investigation and data collection, a variety of low and higher cost potential safety improvements are possible. We suggest the following for further discussion and engineering analysis to address the Town's concerns of pedestrian safety and high traffic speeds:

- Install additional regulatory signage (MUTCD<sup>1</sup>, R2-1) and changeable "Your Speed" message signs (MUTCD<sup>1</sup>, Chapter 2L) to educate motorists about the posted speed limit and their actual travelling speed. Consider additional enforcement in this area.
- Install pedestrian and lake access warning signs (MUTCD<sup>1</sup>, W11-2 and Section 2C.03) to alert motorists of this activity.
- If the town allows drop off and pick up at the beach area by vehicles, designate the appropriate area with signage and consider allowing it only on beach side, so pedestrians would not have to cross the road
- Grade the side slopes to allow for snow shelves and pedestrian sanctuary.
- Consider hiring a surveyor / engineer to determine if there is enough room in the project area to get either paved or graded shoulders along both sides of the road. The railing along the lake may be able to be moved closer to the lake. Also have them investigate offsetting the road centerline to allow a wide striped shoulder along the lake side.
- Replace the no parking sign that is on the tree with an appropriate sign on a post and consider adding the "No Standing Any Time" signs (MUTCD<sup>1</sup>, R7-4).
- Clear sightlines and signage of trees, fences, branches and brush within the right of way (even on a road that has limited truck use, the entire pavement area should be clear vertically to allow any Public Works, utility, fire and refuse vehicles to pass).
- Assess clear zones throughout the study area; a seven to ten foot clear zone is desirable where no guiderail is in place (AASHTO Green Book<sup>2</sup>).
- Install chevrons at the horizontal curves (MUTCD<sup>1</sup>, W1-8R).

<sup>1</sup>The Manual on Uniform Traffic Control Devices (MUTCD) is issued by the Federal Highway Administration (FHWA) to specify the design (shapes, colors, fonts, etc.), installation, and use of traffic signs, pavement markings, and traffic signals.

<sup>2</sup> The American Association of State Highway and Transportation Officials (AASHTO) Green Book provides standards for geometric roadway design.

### **Next Steps**

Anthony Lorenzetti, P.E., the Connecticut Safety Circuit Rider, can provide engineering details and assistance in moving these improvements forward. [Lorenzetti@enr.uconn.edu](mailto:Lorenzetti@enr.uconn.edu) or 860-486-5847. There may also be additional opportunities to enhance safety in this area. The Safety Circuit Rider can provide further guidance.



# TOWN OF COLUMBIA

323 Jonathan Trumbull Highway, Columbia, CT 06237  
(860) 228-0110 FAX: (860) 228-1952

## OFFICE OF THE TOWN ADMINISTRATOR

TO: Columbia Board of Selectmen  
 FROM: Jonathan Luiz, Town Administrator  
 DATE: August 14, 2014  
 RE: **Agreement with Willimantic Waste Paper Co. Inc.**

For many years, Columbia has received hauling and tipping services from Willimantic Waste Paper Co. Inc (Williwaste). This means that Williwaste hauls all recyclables, bulky waste, household waste and metals from the town Transfer Station and finds a place for them. Many of the recyclables are sorted at the Williwaste facility in Willimantic and then sold. Materials that are unable to be sold are sent to landfills or sent to waste-to-energy plants.

For several months, Williwaste and I have negotiated a new service contract. Attached is a tentative agreement for BOS consideration and approval. As I have indicated at a previous meeting of the Board of Selectmen, this agreement has been negotiated in good faith by both parties, but it is not the result of a sealed bid process. The reasons this service has not been put out to bid are threefold. First, Williwaste has provided outstanding service. Second, Williwaste's facility is conveniently located about 7 minutes away from the Columbia Transfer Station. Third, going out to bid would likely result in Columbia paying more to Williwaste, since other companies are unlikely to bid on the business due to the town's long-standing successful business relationship with Williwaste.

Please note that Section 3.3 (b)(1) of the Town Charter allows for the Board of Selectmen to waive the competitive bidding requirement when in its opinion the circumstances of a particular case and the best interests of the Town are best served by a waiver. To achieve this waiver, a motion must be made and unanimously passed at a regular Board of Selectmen's meeting and so recorded in the minutes of that meeting. Attached is a copy of Section 3.3(b)(1) as well as a copy of Section 7.4

I think the proposed agreement warrants a waiver of the competitive bidding requirement. I also believe the proposed agreement will result in the Columbia Transfer Station operations running smoothly and safely, and in the Town's Waste Disposal costs meeting budget in Fiscal Year 2014-2015. Future fiscal years would likely see modest increases in the Waste Disposal budget. Please be aware that the agreement has already been reviewed by the Town Attorney. Also, please note that I have also included the town's most recent contracts with Williwaste. The contracts covered hauling, disposal (tipping) and single stream recycling.

The chart below compares Columbia's proposed FY 2014 figures to those of neighboring towns using Williwaste.

TOWN	Municipal Solid Waste Disposal Fee	Bulky Waste Disposal Fee	Hauling Fees	Single Stream Recycling Rebate
Andover	\$77.42	\$75.00 thru Dec '14 \$77.25 in Jan '15	\$150.75	\$5.00
Columbia	\$63.00	\$69.75	\$160.00	\$5.00
Coventry	\$63.00	\$71.40	\$150.00 thru Dec '14 \$154.50 in Jan '15	\$25.00
Mansfield	\$61.50	\$75.00 thru Dec '14 \$77.25 in Jan '15	\$160.00 thru Dec '14 \$164.80 in Jan '15	\$5.00
Windham	\$62.50	\$75.00 thru Dec '14 \$77.25 in Jan '15	\$140.00 thru Dec '14 \$154.50 in Jan '15	\$5.00

(7) to obtain bonds for such offices or officials as are to be bonded by applicable Connecticut General Statute or this Charter.

(b) The Board of Selectmen shall have the duties which, at the effective date of this Charter, were conferred by the Connecticut Constitution and Connecticut General Statutes on Boards of Selectmen including the following duties:

(1) The Board of Selectmen shall cause the Town Administrator and all agencies to abide by a formal bid procedure in purchasing any item exceeding \$15,000. (This does not include the Board of Education Budget.) The procedure for evaluation shall include other criteria in addition to cost, and including technical merit. Except when competitive bidding is required by Section 7.4 of Article 7 of this Charter, the Board of Selectmen may waive the requirement for competitive bidding, when in its opinion, the circumstances of a particular case and the best interests of the Town are best served by a waiver. To achieve this waiver, a motion must be made and unanimously passed at a regular Board of Selectmen's meeting and so recorded in the minutes of that meeting.

(2) The Board of Selectmen shall establish and maintain current personnel policies and job descriptions for all hired positions within the Town, with the exception of personnel positions under the governance of the Board of Education, and supervise the hiring and dismissal of personnel for the following positions in accordance with those policies and descriptions: Town Administrator, Fiscal Manager, Assessor, Public Works Director, Public Works Employees, Sanitarian(s), Town Planner, Social Services Personnel, Tax Collector, Assistant Tax Collector, Town Clerk, Assistant Town Clerks, Assistant Registrars of Vital Statistics, Town Treasurer, Recreation Director, administrative support positions, and any other personnel needed to operate the Town in an efficient and appropriate manner.

(3) The Board of Selectmen shall be responsible for acting on behalf of the Town in applying for grants, aid, or other funds for which the Town may be eligible, provided that any application expense can be charged to an existing line item of the applicable Annual Town Budget. Prior Town Meeting approval shall be required if any application expense cannot be so charged. Town Meeting approval shall also be required for acceptance and appropriation in accordance with Section 9.11 of Article 9 of this Charter of any award granted unless the amount of the grant is less than 0.25 mills of the most recent grand list of the Town, in which event the Board of Selectmen may accept and appropriate the grant funds in accordance with Section 9.11 of Article 9 of this Charter.

(4) The Board of Selectmen shall maintain a constant concern for the general good and welfare of the community.

(c) Except as otherwise provided by the Connecticut General Statutes or this Charter, no action shall be taken by the Board of Selectmen unless a majority of its members present at a duly convened meeting votes in favor of such action;

Section  
3.3(b)(1)★

## WASTE HAULING AND PROCESSING AGREEMENT

This **WASTE PROCESSING AGREEMENT** (this "Agreement") is made as of the last date of signature below by and between **WILLIMANTIC WASTE PAPER CO., INC.**, a Connecticut corporation with its principal place of business at Recycling Way, Willimantic, Connecticut ("WWP") and the **TOWN OF COLUMBIA**, 323 Route 87, Columbia, CT, a municipal corporation with its territorial limits within the State of Connecticut (the "Town").

### RECITALS

**WHEREAS**, WWP has agreed to provide transportation services to accept from the Town and process Municipal Solid Waste, Municipal Bulky Waste, and Recyclable Materials at its Facility located at 185 Recycling Way/1590 West Main Street, Willimantic, Connecticut (the "Facility") and in exchange the Town will agree to pay WWP agreed transportation and equipment rental fees and amount per Ton of Municipal Solid Waste; Municipal Bulky Waste and receive a credit per Ton of Recyclable Materials;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WWP and the Town hereby agree as follows:

### SECTION 1. DEFINITIONS

Capitalized terms used in the Agreement shall have the following meanings

- 1.1 "Facility"** shall mean WWP's Facility located at 185 Recycling Way/1590 West Main Street, Willimantic, Connecticut.
- 1.2 "Hazardous Waste"** shall mean:
- (a) Any waste or substance, the treatment, storage or disposal of which, because of its composition or other characteristics, is unlawful to treat, store or dispose of at WWP's Facility,
  - (b) Any waste or substance that is regulated as a toxic or "Hazardous Waste" as that term is defined under the Solid Waste Disposals Act, the Toxic Substances Control Act, or any other applicable statute, regulation or order, and all as they may be amended, replaced or expanded.
  - (c) Any other waste or substance which any authority having jurisdiction shall lawfully determine, from time to time, to be ineligible for inappropriate for disposal and/or sorting at WWP's Facility, for whatever reason.
- 1.3 "Hazardous Waste Costs"** shall mean, with respect to Hazardous Waste received at WWP's Facility from the Town, for whatever reason, the actual costs of removal and disposal of such Hazardous Waste and all other costs and liabilities associated with or arising from the delivery, removal or disposal of such material from WWP's Facility. Hazardous Waste Costs shall also include: (i) any costs incurred by WWP to alter, repair, replace, clean or otherwise service its equipment or Facility necessitated by the presence or delivery of Hazardous Waste; (ii) all liabilities, damages, claims, demands, expenses suits or action thereon, including but not limited to penalties, fines, and attorneys' fees and including any actions for personal injury or loss. Hazardous Waste Costs shall not include any costs or liabilities associated with the Hazardous Waste that are attributable to WWP's negligence, willful misconduct or failure to conform to applicable laws.
- 1.4 "Laws"** as defined in Section 8.
- 1.5 "Municipal Solid Waste"** shall mean solid waste, not including Municipal Bulky Waste or Recyclable Materials, from residential, commercial, institutional, industrial and municipal sources,

load hauled for the Town by WWP and each load otherwise delivered by of for the Town shall be identified as having originated in Columbia and shall be weighed at WWP's Facility.

The Town shall not deliver any Hazardous Waste or other waste which WWP shall determine in its reasonable judgment is not Municipal Solid Waste, Municipal Bulky Waste or Recyclable Materials. WWP may reject all loads that contain any amount of Hazardous Waste or such unsuitable waste in accordance with the provisions of Section 5.

**SECTION 5. AGREEMENT TO PROVIDE TRANSPORTATION SERVICES AND EQUIPMENT AND ACCEPT MATERIALS**

WWP shall provide to the Town hauling services for all of the Town's Municipal Solid Waste, Municipal Bulky Waste and Recyclable Materials gathered at the transfer facilities maintained by the Town for such purpose until the expiration of the term of this Agreement and the Town shall have WWP haul the same from such transfer station to the WWP Facility in accordance with the following:

- (a) WWP will haul materials in Town owned containers and the WWP containers included in the rented equipment referenced below.
- (b) Hauling services will be provided within 24 hours of notification by telephone.
- (c) WWP will be responsible for any damage to Town containers beyond normal wear and tear.
- (d) The Town shall pay hauling fees set forth on Exhibit A.

To facilitate the transportation of the Town's Municipal Solid Waste and Recyclable Materials WWP shall provide certain equipment and maintain the same in good operating order and the Town agrees to pay a monthly fee for such equipment, all as outlined on Exhibit A. Notwithstanding the foregoing, the Town may occasionally haul its own Municipal Solid Waste, Municipal Bulky Waste and Recyclable Materials from sites other than its said transfer station to the WWP Facility upon 24 hours advance telephone notice.

WWP shall accept for processing at its Facility all of the Town's Municipal Solid Waste, Municipal Bulky Waste and Recyclable Materials delivered to its Facility. WWP shall accept incoming loads between the hours of 7:00 am and 4:00 pm Monday through Friday and between the hours of 7:00 am and 12:00 pm on Saturday. WWP will not be required to accept loads on Sunday or on any of the following holidays:

- |                  |                  |
|------------------|------------------|
| New Year's Day   | Labor Day        |
| Christmas Day    | Memorial Day     |
| Thanksgiving Day | Independence Day |

WWP shall employ and have available at all times required herein such equipment, personnel and operating capacity as is necessary to adequately and efficiently perform its duties to provide hauling, equipment, and equipment maintenance as set forth in this Agreement and to accept the Town's Municipal Solid Waste, Municipal Bulky Waste and Recyclable Materials pursuant to this Agreement.

WWP shall notify Town within two (2) hours of its determination of the disposal by the Town at WWP's Facility of any delivery of Municipal Solid Waste, Municipal Bulky Waste or Recyclable Materials that contains Hazardous Waste. WWP shall set aside and separate such Hazardous Waste and the load in which it appeared from the overall waste and recyclable streams. The town shall have the right to inspect said load within six (6) hours of the time it received such notification. If WWP fails to notify the Town as set forth herein of the delivery of such waste, then WWP shall be responsible for the handling and disposal of such waste in accordance with law at no cost to the Town. Provided the Town is properly

WWP hereby makes the following representations, warranties and covenants as of the date of this Agreement, to and for the benefit of the Town:

- (a) WWP is a Connecticut corporation validly existing, with full legal right, power and authority to enter into this Agreement and perform its obligations hereunder.
- (b) WWP has duly authorized the execution of this Agreement and this Agreement has been duly executed by WWP, and constitutes a legal, valid and binding obligation of WWP, enforceable against WWP in accordance with its terms.
- (c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by WWP is prevented or limited by or conflicts with or results in a breach of the terms, conditions or provisions of any contractual or other restriction on WWP, or any agreement or instrument of whatever nature to which WWP is now a party or by which WWP or its property is bound, or constitutes a default under any of the foregoing.
- (d) No action or proceeding is pending or threatened against WWP before any court or administrative agency that might materially adversely affect the ability of WWP to perform its obligations under this Agreement and all public and private authorizations, consents, licenses, registrations and permits and other approvals required in connection with the execution and delivery of this Agreement or in connection with the performance of WWP's obligations hereunder have been obtained as required hereunder or as required by law inclusive of all federal, state and municipal statutes, regulations, ordinances, codes, orders, injunctions, directives, rules, guidelines, standards, and judgments and all common law ("Laws").
- (e) WWP is and at all times during the term of this Agreement will remain in compliance with all Laws applicable to its activities and its obligations under this Agreement, and shall timely obtain or renew all necessary permits, registrations, licenses and other approvals associated with its business. WWP shall not be deemed to have breached its obligations under this Section 8(e) if: (i) WWP is contesting the purported non-compliance in good faith by appropriate proceedings; or (ii) WWP is diligently seeking to achieve compliance through appropriate actions and/or filing appropriate applications, provided that applicable law allows for continuing operations..
- (f) WWP shall not accept (other than on a temporary basis prior to discovery and rejection) for sorting or disposal any Hazardous Waste at the WWP Facility from the Town or any other person unless permitted by applicable Laws and unless 120 days prior written notice and satisfactory assurances that the Town's Municipal Solid Waste, Municipal Bulky Waste and Recyclable Materials and the processing and shipping thereof will not be comingled with any such Hazardous Waste but rather in all instances remain segregated therefrom have been given to the Town. Upon receipt of any such notice absent assurances satisfactory to the Town, , the Town shall have the right to terminate this Agreement and any other agreement it has with WWP at any time within the following six months without any cost or liability of the Town or to WWP other than the contract fees for services rendered prior to termination, notwithstanding any other terms herein or therein to the contrary.

## **SECTION 9. EVENTS OF DEFAULT BY WWP AND REMEDIES**

Each of the following constitutes an event of default by WWP:

- (a) if WWP repeatedly fails to supply sufficient skilled personnel or equipment necessary to fulfill its obligations under this Agreement; or
- (b) if any governmental authority finds that WWP has violated any Laws applicable to the operation of the WWP Facility and such violation is not diligently contested in

comparable alternative location, at no additional expense to the Town, within 48 hours of its inability to accept any delivery. If WWP is unable to provide such alternative location within 48 hours, the Town shall thereafter have the immediate right to make other temporary arrangements for the acceptance and processing of its Municipal Solid Waste, Municipal Bulky Waste and/or Recyclable Materials and WWP shall be liable for the reasonable additional expense which the Town may incur in making such other arrangements. The Town shall use all commercially reasonable efforts to mitigate such additional expenses and shall terminate such temporary arrangements when WWP provides a comparable delivery location or once again accept deliveries from the Town at WWP's facility.

#### **SECTION 13. INDEMNIFICATION**

WWP agrees to indemnify and hold harmless the Town from, and to defend the Town against, all claims arising from: (a) the wrongful or unlawful conduct of WWP; (b) the management of WWP's operations; or (c) any act or failure to act constituting negligence by WWP, EXCEPT where such act or failure to act is due to the default, negligence or willful act or failure to act of the Town. In the event the Town is, or is made, a party to any litigation commenced by or against WWP regarding these items, then WWP shall defend, hold harmless and indemnify the Town and pay any and all costs, expenses and attorney's fees incurred or paid by the Town in connection with such litigation.

#### **SECTION 14. DISPUTE RESOLUTION AND ARBITRATION**

The Town and WWP hereby agree that any claims, disputes or other matters concerning the terms and conditions of this Agreement or arising out of the performance by either party of its respective obligations under this Agreement which cannot be resolved between the parties (including the choice of arbitrator) shall be referred to arbitration. Such arbitration shall be conducted pursuant to policies and procedures of the American Arbitration Association for commercial disputes except that it will be before one arbitrator with at least ten years of experience in the practice of environmental law and with expertise in solid waste and shall be held in Hartford, Connecticut. The decision of the arbitrator shall be in writing and based upon applicable Connecticut law and/or equitable principles that would otherwise be relied upon by a Connecticut State Court, were it to resolve the dispute. Such decision shall be binding on the parties and shall be specifically enforceable in any court having jurisdiction. The expense of arbitration including attorney's fees and expert witness fees shall be borne equally by the parties, except if otherwise determined for good cause by the arbitrator.

#### **SECTION 15. INSURANCE**

WWP shall maintain liability insurance on an occurrence and a claims made basis totaling not less than \$5,000,000 per occurrence and \$5,000,000 in the aggregate annually and shall also supply workers compensation, employer's liability and other insurance required by law. To the extent WWP is responsible for hauling materials, WWP shall provide coverage under its motor carrier/trucker coverage forms in the minimum amount of \$1 million liability coverage (and the MCS 90 endorsement or other comparable coverage if and to the extent required by federal and/or state transportation Law or regulations). WWP shall provide the Town with a certificate evidencing its required insurance, and an endorsement naming the Town as an additional insured on WWP's Commercial General Liability policies for losses to the extent they arise out of WWP's operations under this Agreement.

#### **SECTION 16. AUDIT AND INSPECTION.**

**17.5 Notices:** All notices required hereunder shall be in writing and either personally delivered or sent by certified mail to the other party at the address listed below:

If to WWP: Mr. Timothy DeVivo  
Willimantic Waste Paper Co., Inc.  
P.O. Box 239  
Willimantic, CT 06226

with a copy to: Ronald A. Goldstein, Esq.  
151 Broadway  
P.O. Box 175  
Colchester, CT 06415

If to Town: Attn: Town Administrator  
Town of Columbia  
323 Route 87  
Columbia, CT

with a copy to: Henry M. Beck, Jr., Esq.  
Halloran & Sage LLP  
225 Asylum Street  
Hartford, CT 06103

**17.6 Counterparts:** The Town and WWP may execute this Agreement in counterparts, each of which shall be deemed an original and all of which, when executed and delivered, shall together constitute one and the same instrument.

**17.7 Delivery of Items to Town.** By accepting delivery of any governmental approval or documentation or any other item, plan or document furnished by WWP hereunder, Town shall not be deemed to have warranted, consented to or affirmed the sufficiency, legality, effectiveness or legal effect of same or of any provision thereof, and such acceptance shall not be or constitute any warranty, consent or affirmation with respect thereto by Town.

**17.8 Binding Effect.** This Agreement shall bind and inure to the benefit of the respective permitted successors, assigns and representatives of the parties hereto.

**17.9 Further Assurances.** Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this agreement.

**17.10 No Partnership or Agency.** In no event shall Town be considered a partner or joint venturer with WWP by virtue of this Agreement. Further, nothing contained in this Agreement shall constitute or be deemed to constitute WWP to be an agent of Town.

EXHIBIT A

SCHEDULE OF FEES AND CHARGES

<p><b>Fees and Charges</b></p>	<p>The Town shall pay WWP for the disposal of <u>Municipal Solid Waste</u> as follows:  FY 2014-2015: \$ 63.00 per Ton  FY 2015-2016: \$ 64.58 per Ton  FY 2016-2017: \$ 66.18 per Ton  FY 2017-2018: \$ 67.85 per Ton  FY 2018-2019: \$ 69.54 per Ton</p> <p>The Town shall pay WWP for the disposal of <u>Municipal Bulky Waste</u> as follows:  FY 2014-2015: \$ 69.75 per Ton  FY 2015-2016: \$ 71.49 per Ton  FY 2016-2017: \$ 73.27 per Ton  FY 2017-2018: \$ 75.10 per Ton  FY 2018-2019: \$ 76.97per Ton</p> <p><u>Hauling Rate (all materials):</u>  \$160.00 per Ton of Municipal Solid Waste, Municipal Bulky Waste or Recyclable Material (FY 14-15), increasing by 2.5% annually</p> <p><u>Credit For Recyclable Materials:</u>  Recyclable Materials credit fixed at \$5.00 per ton.  Scrap metal based on market rate on day of receipt 50% of the #2 bundles as published in the American Metals Market, Boston Export.  Such credit shall be applied monthly against the fees due from the Town under this Agreement for the same month covered by the invoice.</p> <p><u>Equipment</u>  Three 2 yard compactor units with 40 yard receiver containers for an aggregate fee of \$200.00 each per month  WWP to provide full maintenance except for electrical supply issues for no additional expense.</p> <p>WWP shall invoice the Town monthly and payment shall be due from the Town to WWP within 45 days of the invoice date. Overdue payments shall be subject to interest charges of 1.5% per month (18% per annum).</p>
<p><b>Changes in Laws</b></p>	<p>In the event of a change in applicable taxes governing the acceptance and/or processing of Municipal Solid Waste, Municipal Bulky Waste and/or Recyclable Materials or a change in laws that causes an increase in WWP's cost to accept or process Municipal Solid Waste, Municipal Bulky Waste and/or Recyclable Materials, the charges listed above shall be renegotiated following notice and full disclosure.]</p>

**Municipal Solid Waste Contract Between  
WILLIMANTIC WASTE PAPER COMPANY, INC. And  
THE TOWN OF COLUMBIA**

THIS CONTRACT is made and dated as of June 26, 2008, by and between the **WILLIMANTIC WASTE PAPER COMPANY, INC.** (the "Company"), a Connecticut Corporation with offices at 1590 West Main Street, Willimantic, Connecticut 06226, and the **TOWN OF COLUMBIA** (the "Municipality"), a municipality and political subdivision of Connecticut with offices at 323 Jonathan Trumbull Highway, Columbia CT 06237

**WITNESSETH:**

WHEREAS, the Municipality wishes to enter into a contract with the Company for Municipal Solid Waste services and to pay the fees and charges established for such services as described.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the Company and the Municipality agree as follows:

**I. DEFINITIONS**

**101. Definitions.**

"**Municipal Solid Waste or MSW**" shall mean refuse generated by and collected from residential, commercial, institutional, industrial and other establishments.

"**Disposal Charges**" shall have the meaning set forth in Section IV of this Contract.

"**Facility**" shall mean the Company's transfer station located at 1590 West Main Street, in Willimantic, Connecticut.

"**Week**" shall mean a calendar week.

**II. SERVICES AND RESPONSIBILITIES**

**201. Services And Responsibilities.** The Company shall provide to the Municipality, Municipal Solid Waste services until the expiration of the term of this Contract and the Municipality shall deliver all of its Municipal solid waste to the Company's Facility. Such MSW disposal services shall include:

- (a) The delivery by the Municipality of all MSW controlled by the Municipality. There is no put-or-pay amount under this Contract;
- (b) The necessary access to the Company's Facility for Company or Municipality
- (c) The non-exclusive use of the Company's Facility; and
- (d) The handling and disposal of MSW in accordance with all requirements imposed by local, federal and State of Connecticut authorities having jurisdiction.

**202. Deliveries Of Municipal Solid Waste.** The Company and the Municipality have a separate agreement for hauling services, and the Company shall haul MSW to the Facility pursuant to that agreement, or during any renewal or extension period of that agreement. In the event the Municipality does not elect to extend or renew such hauling agreement with the Company, or the Municipality has others contracts for said hauling, the Municipality may perform MSW hauling services associated with this Contract by others.

**III. DELIVERY REQUIREMENTS**

**Section 301. Requirements Regarding Municipal Solid Waste.** Notwithstanding any other provisions of this Contract, the Municipality agrees that the MSW to be delivered to the Company's Facility shall meet each of the following requirements:

- (a) Unless otherwise approved in writing by the Company, must be MSW emanating from within the corporate boundaries of the Municipality; from town controlled-generated waste from single family residential, Multi family, school and town buildings, transportation collections.
- (b) This contract does not cover commercial waste generated by hauler(s) collecting waste in Mansfield.

Not less than ninety (90) days prior to the expiration of the initial term, the Company shall provide the Municipality with the Disposal Charges contained in Section 401 (a) for each of the following five (5) Contract Years. The Municipality shall have the option to extend the initial term of this Contract for an additional term of five (5) Contract Years, and may exercise this option to extend by providing written notice thereof to the Company at least forty-five (45) days prior to the expiration of the initial term.

**502. Default of the Municipality and Remedies of Company.** The Company shall have all the remedies prescribed by law and by this Contract for the enforcement and collection of any payments to be made by the Municipality under this Contract, including the right to refuse to accept MSW from the Municipality or their Designees. Notwithstanding the initiation or continuance of any such remedies, the Municipality shall remain obligated to make the payments under this Contract but not to pay any amount for MSW which was not accepted by the company. The Municipality shall be deemed to be in default hereunder if for a period of forty five (45) days after the due date of any payment required to be made by them under this Contract the Municipality fails to pay the full amount of such payment for previous delivered tonnage.

**503. Disputes on Billing.** In the event of any dispute as to any portion of any bill, the Municipality shall nevertheless pay the undisputed amount when due and shall give written notice of the dispute to the Company. Such written notice shall identify the disputed invoice, the specific deliveries or other charges that are in dispute; and, the reasons for such dispute. No adjustment shall be considered or made for disputed charges until notice is given as aforesaid. The Company and the Municipality shall cooperate in good faith in the resolution of any disputes, and during such cooperation Company's obligation to perform hauling services shall continue and the Municipality responsibilities under this Contract shall continue. Following such resolution, Municipality or company shall immediately pay any amounts due.

**504. Notices, Documents and Consents** All notices or communications which are required or desired to be given or made pursuant to this Contract shall be sufficiently given or made if actually received or if sent by certified or registered mail, return receipt requested, to the party for whom intended at the address of such party stated above or at such other address of which such party shall have given written notice and shall be deemed given on the date so mailed.

**505. Conformity with Laws.** Each party hereto agrees to abide and conform to all applicable laws of the United States of America, the State or any political subdivision thereof having any jurisdiction over the Company's Facility and/or this Contract.

**506. Amendments and Assignments.** This Contract may be amended by written agreement of the parties hereto. Municipality may not assign this Contract without Company's approval. The Company may not assign this contract to a related or successor entity without the written approval of the municipality which shall not be unreasonably withheld; however in no event shall any such assignment alter the definition of Facility herein or cause Municipality to be obligated to arrange for or deliver its MSW to an alternate location.

**507. Severability.** If any provision of this Contract shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Contract and this Contract shall be construed and enforced as if such invalid or unenforceable provision had not been contained within this Contract.

**508. Execution of Documents.** This Contract shall be executed in two (2) or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument.

**509. Waiver.** No waiver by either party of any term or condition of this Contract shall be deemed or construed as a waiver of any other term or condition, nor shall a waiver of any breach be deemed to constitute a waiver of any other breach, whether of the same or of a different article, section, subsection, paragraph, clause, phrase, or other provision of this Contract.

**510. Entirety.** This Contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

**Municipal Solid Waste Contract Between  
WILLIMANTIC WASTE PAPER COMPANY, INC. And  
THE TOWN OF COLUMBIA**

THIS CONTRACT is made and dated as of July 2, 2008, by and between the **WILLIMANTIC WASTE PAPER COMPANY, INC.** (the "Company"), a Connecticut Corporation with offices at 1590 West Main Street, Willimantic, Connecticut 06226, and the **TOWN OF COLUMBIA** (the "Municipality"), a municipality and political subdivision of Connecticut with offices at 323 Jonathan Trumbull Highway, Columbia CT 06237

**WITNESSETH:**

WHEREAS, the Municipality wishes to enter into a contract with the Company for transportation services and to pay the fees and charges established for such services as described.

NOW, THEREFORE, in consideration of the provisions hereinafter set forth, the Company and the Municipality agree as follows:

**I. SERVICES AND RESPONSIBILITIES**

**Services And Responsibilities:** The Company shall provide to the Municipality, transportation services until the expiration of the term of this Contract and the Municipality shall have the company deliver all of its Municipal solid waste, bulky waste and recyclables.

- (a) The company will transport materials in town owned containers.
- (b) Services will be provided within 24 hours notification.
- (c) The company will be responsible for any damage to the containers not withstanding normal wear and tear.

**II. DISPOSAL CHARGES**

**Transportation fees:**

- a. The Municipality shall pay transportation fees that equal the following:  
  
Transportation fee: One hundred and Five Dollars peround trip load (\$105.00)
- b. Fixed first year, Years two and three increase 2.5 percent each year.

**Bills to Municipality:** Promptly following the end of each Week or month, the Company will submit to the Municipality bills setting forth the Disposal Charges. On or before the forty fifth (45<sup>th</sup>) day following the date of such bills, the Municipality will pay to the Company the full amount of such bills. All bills are to set forth the actual tons of MSW delivered by the Municipality or on behalf of the Municipality by their Designees and accepted by the Company during such Week.

**Failure to Pay Bill:** If payment in full of any bill rendered by the Company is not made on or before the close of business on the forty fifth (45) day following the date of such bill, a delayed-payment charge of one percent (1%) on the unpaid amount due will be imposed for each subsequent thirty (30) day period during which the delinquent amount remains unpaid. The Company may, whenever any amount due remains unpaid subsequent to the forty-fifth (45) day after the due date, discontinue transportation services. No such discontinuance shall relieve the Municipality from any of their obligations under this Contract. The Municipality hereby pledges the full faith and credit of the Municipality for the payment of all Disposal Charges to be made pursuant to this Contract and any other payments, including but not limited to, delayed-payment charges, and the costs and expenses of the Company and its representatives in collecting overdue payments to be made by the Municipality under this Contract. However the company cannot leave the municipality in a position that will hinder their operations and will make all attempts to resolve the matter before discontinuation of services.

**Insurance:** Prior to the start of work, the Hauler shall furnish to the Town a certificate of insurance attesting to coverage by a carrier acceptable to the Town for the types of coverage and in the amounts hereafter indicated:

a) Commercial general liability of \$2,000,000.00 each occurrence for Bodily injury and property damage liability and general aggregate liability of \$2,000,000.00 each occurrence for bodily damage and property damage liability;

b) Automobile liability insurance with a combined single limit of \$1,000,000.00;

c) Workers' compensation and employer's liability of \$500,000.00

Each such certificate shall contain a statement of the insurer's obligation to notify the Town at least thirty - (30) days prior to cancellation of any policy covered there under. The Town of Columbia must be listed as additional insured on each certificate of insurance.

The Hauler shall indemnify and hold the Town harmless from and against any and all loss, damage, suits, liability and expenses (including but not limited to, reasonable investigation and legal expenses) arising out of any claim for loss or damage to property, including the Town's property, and injuries to or death of persons, including Hauler's or Town's employees, caused by or resulting from the negligence or willful misconduct of Hauler, its employees or agents.

**Entirety:** This Contract merges and supersedes all prior negotiations, representations, and agreements between the parties hereto relating to the subject matter hereof and constitutes the entire agreement between the parties hereto in respect thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first set forth above.

Witness:

Michelle Landry  
Date: July 2, 2008

MUNICIPALITY OF COLUMBIA

By: [Signature]

Its: FRED SELBYMAN

Witness:

[Signature]  
Date: 7/7/08

WILLIMANTIC WASTE PAPER COMPANY, INC.

By: [Signature]

Its: [Signature]



**WILLIMANTIC  
WASTE PAPER CO., INC.**

P.O. Box 239, Recycling Way  
Willimantic, CT 06226  
Tel. 860-423-4527 • Fax 860-450-7551  
www.williwaste.com

*Specializing in Waste Management Solutions • Handling All Grades of Recyclables & Refuse*

September 21, 2010

Town of Columbia  
323 Jonathan Trumbull Highway  
Columbia, CT 06237  
Mr. Jonathan Luiz

SEP 21 2010

Dear Jonathan:

Attached are two signed copies of our single stream agreement and my signature on the letter from the office of the first selectman. Please execute the single stream agreement and mail a one copy back to my attention. Thank-you for the business and we look forward to working with you and the Town of Columbia for years to come.

Sincerely,

Timothy DeVivo

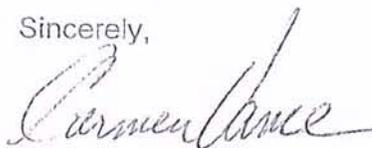
Copies of all referenced agreements are attached to this letter.

II. The Town shall have the right to renew all agreements referenced herein (including the Single Stream Recyclable Processing Agreement) for a term of one to three years on the same terms and conditions at the rates applicable for the period June 30, 2013 to June 30, 2014; provided, however, that if the above-referenced Municipal Solid Waste Contract and Municipal Solid Waste Contract (Transportation Services) are extended for two or three years, the per ton and per round trip fees shall increase in the second and third renewal year over the fees applicable for the previous year by any percentage increase in the National Consumer Price Index most recently published by the Department of Labor as of February 1, 2015 for a two year renewal and February 1, 2015 and 2016 for a three year renewal compared to the same index most recently available as of the same date in the prior year. Any election to renew must be made and noticed in writing to WWP by the Town by June 1, 2014.

III. WWP shall immediately provide the Town with one additional compactor at no additional cost but otherwise subject to the same terms and conditions as contained in the Equipment Rental and Service Agreement referenced above.

The delivery of this letter signed by the First Selectman of the Town constitutes the agreement of the Town with the contents of this letter. Please confirm WWP's agreement with the contents of this letter by signing and returning the enclosed copy of this letter. The parties agree that photocopies of this letter bearing one or more signatures on behalf of the parties shall be deemed originally signed counterparts hereof binding upon the so signing party so long as a counterpart has been signed and delivered by the other and that any such counterparts shall collectively represent one and the same agreement and will satisfy any requirement of the other referenced agreements that an amendment thereto must be in a writing signed by all parties.

Sincerely,



Carmen Vance  
First Selectman

## SINGLE STREAM RECYCLABLE PROCESSING AGREEMENT

This SINGLE STREAM RECYCLABLE PROCESSING AGREEMENT (this "Agreement") is made as of the 1<sup>ST</sup> of July, 2010 by and between WILLIMANTIC WASTE PAPER CO., INC., a Connecticut corporation with its principal place of business at Recycling Way, Willimantic, Connecticut ("WWP") and the TOWN OF COLUMBIA, 323 Route 87, Columbia, CT 06237, a municipal corporation with its territorial limits within the State of Connecticut (the "Town").

### RECITALS

WHEREAS, in an ongoing effort to improve participation in its recycling programs, the Town continues to seek new ways to provide efficient and convenient recycling services;

WHEREAS, so called "single-stream" recycling programs have been shown to increase the collection of recyclable materials and the levels of participation in recycling programs by residents and businesses;

WHEREAS, WWP has installed a state-of-the-art single stream recycling system located at Recycling Way, Willimantic, Connecticut ("WWP Facility") that is designed to meet the needs and requirements of area communities and the specific materials that they recycle;

WHEREAS, WWP seeks commitment from the Town to deliver collected recyclables to its WWP Facility, and in exchange will agree to pay to such Town an agreed amount per ton delivered and a share of the value generated by the sale of the recyclables into the open market;

WHEREAS, WWP has responded to the Mid-Northeast Recycling Operating Committee's (MidNEROC) request for proposals for the recycling and marketing of recyclable materials; and

WHEREAS, WWP and the Town have determined it to be in both parties best interest to enter into this Agreement, so as to improve recycling rates, ensure a supply to WWP, and provide revenue to the Town over a long-term basis.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WWP and the Town hereby agree as follows:

### SECTION 1. DEFINITIONS

Capitalized terms used in the Agreement shall have the following meanings:

1.1 "Commodity Share" shall mean a commodity's proportionate share (expressed as a percentage) of an established mix of Recyclable Materials. At the commencement of this Agreement, the Commodity Share for each commodity shall be as specified in Exhibit A. Commodity Share percentages shall be adjusted using Commodity Sorts, which shall be conducted at least once each year, during the month of April.

shall be calculated using the most recently available published index values for the various commodities.

1.11 "Recyclable Materials" shall mean the materials listed on Exhibit B attached hereto and any future materials that have useful physical or chemical properties and for which WWP has, or develops, a market, and for which WWP has a permit issued by the appropriate governmental authority, and in no event shall at any time include any Hazardous Waste.

1.12 "Ton" means a short ton of two thousand pounds.

1.13 "Uncontrollable Circumstance" shall mean an event or condition, whether affecting the Town or WWP, that has, or may reasonable be expected to have, a material adverse effect on the ability of either party to perform its respective obligations hereunder, but only if such event or condition is beyond the reasonable control, and the not the result of negligent action or lack of action by, the non-performing party. The following shall constitute an Uncontrollable Circumstance, as well as any other event which may be defined herein or which may meet the requirements of this definition: an event of force majeure such as war, strike, labor dispute, flood, fire, explosion, drought, sabotage, riot, general labor shortage, market conditions, the adoption of a Law or regulation by government authorities, or following any act of god whether or not specified herein.

1.14 "Unacceptable Waste" shall mean any waste which is not authorized to be disposed of or sorted at WWP Facility pursuant to a Governmental Approval.

## SECTION 2. EXCLUSIVE NATURE OF AGREEMENT

The Town and WWP acknowledge and agree that this Agreement constitutes an exclusive arrangement by the Town to utilize WWP for the processing of its Recyclable Materials. During the term of this Agreement, the Town shall deliver or cause to be delivered to WWP the Recyclable Materials collected by the Town or its agents within its territorial limits. In connection therewith, the Town shall and hereby does release to WWP any and all interest it may have in such materials.

## SECTION 3. TERM OF AGREEMENT

The term of this Agreement shall begin on July 1, 2010 and terminate on June 30, 2014. This Agreement may be renewed in accordance with a letter agreement between the parties of even date relative to this Agreement and other agreements between them.

## SECTION 4. AGREEMENT TO DELIVER RECYCLABLE MATERIALS

The Town shall deliver or cause to be delivered Recyclable Materials to WWP Facility.. Deliveries may be made by Town vehicles, private haulers or as otherwise may be agreed. Each load delivered shall be identified by its originating Town and shall be weighed at WWP's facility.

The Town shall not deliver any Hazardous Waste or Unacceptable Waste to WWP Facility.

1 Ton x	[\$100.00 ( <i>MPI for that month</i> ) - \$60.00 ( <i>base MPI</i> )]	X 50% =	
1 Ton x	[\$40.00]	X 50% =	\$20.00/ton
PLUS: Guaranteed Payment of \$5.00/ton		+	\$ 5.00/ton

**EQUALS: TOTAL PAYMENT TO TOWN PER TON** **\$ 25.00/ton**

Payment shall be made monthly for the prior month's deliveries, using the Monthly Price Index for such prior month.

**SECTION 8. REPRESENTATIONS AND WARRANTIES OF THE TOWN**

The Town hereby makes the following representations and warranties as of the date of this Agreement, to and for the benefit of WWP:

- (a) The Town is a body politic and corporate validly existing, with full legal right, power and authority to enter into this Agreement and perform its obligations hereunder.
- (b) The Town has duly authorized the execution of this Agreement and this Agreement has been duly executed by the Town, and constitutes a legal, valid and binding obligation of the Town, enforceable against the Town in accordance with its terms.
- (c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement by the Town is prevented or limited by or conflicts with or results in a breach of the terms, conditions or provisions of any contractual or other restriction on the Town, or any agreement or instrument of whatever nature to which the Town is now a party or by which the Town or its property is bound, or constitutes a default under any of the foregoing.
- (d) No action or proceeding is pending or threatened against the Town before any court or administrative agency that might materially adversely affect the ability of the Town to perform its obligations under this Agreement and all authorizations, consents and approvals required in connection with the execution and delivery of this Agreement or in connection with the performance of the Town's obligations hereunder have been obtained as required hereunder or by Law.

**SECTION 9. REPRESENTATIONS AND WARRANTIES OF WWP**

WWP hereby makes the following representations and warranties as of the date of this Agreement, to and for the benefit of the Town:

- (a) WWP is a Connecticut corporation validly existing, with full legal right, power and authority to enter into this Agreement and perform its obligations hereunder.
- (b) WWP has duly authorized the execution of this Agreement and this Agreement has been duly executed by WWP, and constitutes a legal, valid and binding obligation of WWP, enforceable against WWP in accordance with its terms.
- (c) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and

Subject to the notice requirements of Section 12 below and the arbitration requirements of Section 15 below (if applicable), if WWP breaches any of its obligations under this Agreement, the Town shall have the right to recover compensatory damages and all other remedies available to it at law or in equity (if any).

#### SECTION 11. EVENTS OF DEFAULT BY THE TOWN AND REMEDIES

Each of the following constitutes an event of default by the Town:

- (a) if the Town fails to deliver Recyclable Material to WWP in accordance with the terms of this Agreement; or
- (b) if the Town otherwise violates any provision of this Agreement.

Subject to the notice requirements of Section 12 below and the arbitration requirements of Section 15 below (if applicable), if the Town breaches any of its obligations under the Agreement, WWP shall have the right to all remedies available to it at law or in equity (if any).

#### SECTION 12. NOTICE IN THE EVENT OF DEFAULT

Except for any default under Section 10(c), no action or inaction by either the Town or WWP shall constitute an Event of Default unless and until the party claiming default provides written notice to the other party specifying that particular default exists which will, unless cured, constitute a material breach of this Agreement by the other party; and the defaulting party has not corrected such default or otherwise taken adequate steps to correct such default within 30 days from the receipt of the notice. Only after providing such notice and the expiration of this cure period shall the party claiming default have the remedies available to it as provided herein. For purposes of clarity, the 30 day cure period referenced in Section 10(b) and the cure period referenced herein shall run simultaneously.

The Town may declare an Event of Default and immediately terminate the Agreement if a default occurs under Section 10(c) and the Town shall have all remedies available to it as provided herein or otherwise provided by law or in equity.

#### SECTION 13. UNCONTROLLABLE CIRCUMSTANCES

In the event one party is either completely or partially unable to perform its obligations hereunder due to an Uncontrollable Circumstance, such party shall not be liable towards the other party for any damage whatsoever caused by a default arising from such inability. However, any Uncontrollable Circumstance preventing a party from fulfilling the requirements of this Agreement shall not exempt such party from its obligations if it does not act diligently to remedy the situation in an appropriate and equitable manner. In the event such complete or partial inability to perform continues for a period exceeding **four (4)** months, the other party shall be entitled to terminate this Agreement by notice to this effect.

additional insured on its Commercial General Liability policies for losses to the extent they arise out of WWP's operations under this agreement.

**SECTION 17. AUDIT AND INSPECTION.**  
[Subject to further amendment]

(a) **Inspection.** Town shall be permitted to inspect the WWP Facility on reasonable prior notice during normal business hours as set forth in Section 5 to determine WWP's compliance with this agreement.

(b) **Maintenance and Audit of Records.** WWP shall maintain accurate and complete records, books of account and other documents that delineate the nature and extent of Town's deliveries of Recyclable Materials and its performance under this agreement. WWP shall maintain all of its records (whether stored in electronic or other form) that in any way pertain or relate to this agreement and/or the actual or alleged performance and/or lack of performance at WWP's address provided in Section 18 hereof. The records shall include weigh tickets, deliveries, scale tests, accounts, data, contracts and records pertaining to this agreement, including the amount and type of Recycled Materials received at the WWP Facility. All Records shall be maintained in accordance with good business practices and otherwise in a manner reasonably acceptable to Town. WWP shall keep and preserve or cause to be kept and preserved all of its records until three (3) years after the later of (i) WWP having made all payments due under this agreement or (ii) the expiration or earlier termination of this agreement (the "Retention Period"); provided, however, that any records which relate to (a) appeals for disputes arising out of or related to this agreement, (b) litigation of claims arising out of or related to this agreement, or (c) revenues under this agreement to which exceptions have been taken by Town, shall be preserved and retained by WWP until such appeals, litigation or exceptions have been fully and finally resolved. Upon reasonable prior notice by Town, WWP will permit Town representatives, who are previously identified by Town as such to have access to and, at Town's cost, copy, inspect and audit the records throughout the term of this Agreement and for a twenty-four month period thereafter, at such times and as often as may reasonably be requested; provided that such inspection shall be during normal business hours and in a manner so as to not unreasonably interfere with the business and operations of WWP. Any such inspection or audit by Town shall be for the sole benefit and protection of Town and Town shall have no obligation to disclose the results thereof to WWP and shall not disclose the results thereof to any third party, except as may be required pursuant to any Law.

(c) WWP shall track all deliveries by Town and Town shall be provided a copy of all delivery and weigh tickets with the payments for the most recently completed month when payment is made in accordance with Section 6.

**SECTION 18. MISCELLANEOUS**

**18.1 Governing Law:** This Agreement shall be construed under the Laws of the State of Connecticut.

**18.2 Complete Agreement:** This Agreement constitutes the entire understanding between the parties and no prior agreements concerning the subject matter or this Agreement, whether oral or written, shall be of any force or effect.

- 18.8 **Delivery of Items to Town.** By accepting delivery of any Governmental Approvals, item, plans or documents furnished by WWP hereunder Town shall not be deemed to have warranted, consented to or affirmed the sufficiency, legality, effectiveness or legal effect of same or of any provision thereof, and such acceptance shall not be or constitute any warranty, consent or affirmation with respect thereto by Town.
- 18.9 **Binding Effect.** This agreement shall bind and inure to the benefit of the respective permitted successors, assigns and representatives of the parties hereto.
- 18.10 **Further Assurances.** Each party shall take such action and deliver such instruments to the other party, in addition to the actions and instruments specifically provided for herein, as may reasonably be requested or required to effectuate the purposes or provisions of this agreement.
- 18.11 **No Partnership or Agency.** In no event shall Town be considered a partner or joint venturer with WWP by virtue of this agreement, accepting monthly payments or otherwise. Further, nothing contained in this agreement shall constitute or be deemed to constitute WWP to be an agent of Town.

*--- remainder of page intentionally left blank ---*