Item 1: First Selectman Glenn Pianka called a Regular Meeting of the Bozrah Board of Selectmen (BOS) to order at the Town Hall on August 20, 2019 at 7:00 p.m.

Members Present: First Selectman Glenn Pianka, Second Selectman Bill Ballinger and Selectman Carl Zorn

Others present: 4 members of the public

Item 2: Public Comments

No public comments.

Item 3: Approve minutes of BOS Regular Meeting of July 16, 2019

MOTION 1: C. Zorn made a motion to accept the minutes of the July 16, 2019 BOS meeting. B. Ballinger seconded the motion. Vote unanimous – MOTION CARRIED

Item 4: Approve minutes of BOS Special Meeting of August 8, 2019

MOTION 2: B. Ballinger made a motion to accept the minutes of August 8, 2019 BOS meeting. C. Zorn seconded the motion. Vote unanimous – MOTION CARRIED

Item 5: Monthly Report – Fire Marshal

Attachment 1

Item 6:Monthly Report – Senior Services Coordinator/Municipal Agent

Attachment 2

Item 7: Monthly Report – State Police

Attachment 3

Item 8: Small Town Economic Assistance Program (STEAP) – Environmental Impact Evaluation (EIE): Discussion and action on STEAP requirement(s) regarding the EIE
B. Ballinger noted the EIE would cost the town approximately $60,000 and $40,000 from the STEAP grant.

**MOTION 3:** C. Zorn made a motion to submit the proposal to authorized firms by the DEEP for the EIE and see the cost. B. Ballinger seconded the motion. Vote unanimous – **MOTION CARRIED**

**Item 9:** Southeastern Connecticut Water Authority – Reappointment of current appointees: Mr. Steven Coit and Mr. James Bonanno for terms expiring September 1, 2021

Attachment 4

**MOTION 4:** B. Ballinger made a motion to accept the reappointment of Mr. Steven Coit and Mr. James Bonanno for the Southeastern Connecticut Water Authority with terms expiring September 1, 2021. C. Zorn seconded the motion. Vote unanimous – **MOTION CARRIED**

**Item 10:** Inter-municipal Agreement (IMA) with Norwich Public Utilities Review latest updates and developments

B. Ballinger noted his concerns for capacity and perhaps purchasing extra capacity form Norwich Public Utilities. C. Zorn noted there should be enough capacity and if needed add it later. B. Ballinger noted the town should budget money for the possible extra capacity needed.

G. Pianka noted they should go with the agreement now and decide on the capacity for the system based on how much will develop on Rt 82 and Stockhouse Rd.

The Board will go forward with the agreement with looking into the appendix for the current capacity and the minimum purchase amounts.

**Item 11:** Executive Session regarding Agenda item 10

G. Pianka noted this session was not necessary.

**Item 12:** Water Pollution Control Authority (WPCA) – Two Resident Positions

Review Applicants:

1) Frank Driscoll Schwartz Road
2) Steven Coit Hough Road
3) Robert Fish Scott Hill Road (Withdrawn)
4) James Bonanno South Road

Jim Bonanno and Frank Driscoll were present and spoke of why they wanted to be on the Authority.
G. Pianka noted Jim Bonanno and Steve Coit were on the Southeastern Connecticut Water Authority and would be good for the WPCA.

**MOTION 5:** G. Pianka made a motion to nominate Steve Coit and Jim Bonanno for the Water Pollution Control Authority with terms expiring November 11, 2020. C. Zorn seconded the motion. Vote unanimous – **MOTION CARRIED**

**Item 13:** Bozrah Light and Power/ Groton Public Utilities PILOT Agreement dated 1995 copy of correspondence date July 25, 2019 to the Tax Assessor for information to initiate the review process

Attachment 5

G. Pianka noted this is in motion.

**Item 14:** Letter to DOT District 2 dated August 15, 2019 regarding sight-line/tree issue on Fitchville Road at the Bozrah Post Office

G. Pianka noted the large tree by the Post Office that is causing sight issues has to be removed.

Attachment 6

**Item 15:** Citizen Complaint Letter dated July 18, 2019 from Edward Wisniewski 71 Bashon Hill Road and response letter dated July 22, 2019 regarding tree issues around Town.

Attachment 7

**Item 16:** Zoning Enforcement Official, Inland Wetlands and Watercourses Enforcement Official: Review and act upon proposal from CME Engineers, Storrs, Connecticut to provide contract services to the town for these two functions:

**MOTION 6:** B. Ballinger made a motion to accept the proposal from CME through the next budget. C. Zorn seconded the motion. Vote unanimous – **MOTION CARRIED**

Attachment 8

**Item 17:** Public Comments

Raymond Barber, Goshen Road, commented on the Zoning Enforcement Official and Bozrah Light and Power.

**Item 18:** Adjourn
**MOTION 7:** G. Pianka made a motion to adjourn the meeting at 8:20 p.m. C. Zorn seconded the motion.
Vote unanimous – **MOTION CARRIED**

Respectfully Submitted for the Board,

Heather Barber
Recording Secretary
JULY 2019 SENIOR REPORT

-The Bozrah Senior Center has 14 active members.

-In July we had a special guest from TVCCA Assistance Program come to talk about all the services they have to offer Seniors. Artist Erica Treaster from Wild Earth Studio LLC. here in Bozrah came to instruct another Paint Day. The seniors really enjoy this. I treated them all to pizza as well. The beginning of the month we painted more rocks with messages. I call it “Positivity Rocks”. We also found time on one Friday to play their favorite game BINGO.

-The Senior Food Pantry is stocked and I have received several donated items. It is open for all Bozrah Senior Center members each Friday and has become popular. I encourage them to take what they need. Many have donated items as well. I’m happy to report that this has really become popular.

-We are still finding some beetles, but haven’t seen any ants. After doing some cleaning in the kitchen Judy had found a dead mouse under the refrigerator. It had been there for some time. It was disposed of and hopefully no more are found.

-I have placed updated enrollment forms for The Dial-a-Ride program and TVCCA Energy Assistance program at the town hall for Seniors in town looking to apply that do not attend the Senior Center. I reached out to a family here in town that had a silver alert issues for their elderly parents. Luckily, they were found safe and sound. I also assisted one of our seniors who was ill and unable to get out by doing some grocery shopping for her. I also assisted a couple of seniors in town with info on housing rebates and medical transportation options. I still haven’t received any completed forms or enrollment fees for the new Fiscal Year for the Dial-A-Ride program. I’m thinking former enrollees weren’t happy with the cost staying the same ($24) and the rides reducing from 48 to 12 one-way trips. It is still a huge savings for those who utilize the program. I spoke with John Roode, executive director of ECTC and thought that maybe this fall we will have an ECTC info day with maybe an “ice cream social” to encourage and explain the benefits of the program. This program is open to all seniors in town that qualify, not just Senior Center Members.

-I haven’t gotten a response in regards to my request for a water cooler at the Senior Center yet. The water quality is not always the best for consumption. Sometimes it has fine particles and/or a “smell” to it. We do use it to make coffee, tea, iced tea, and iced water. I’m not sure of the pricing, but I did see that BJ’s has a water cooler program.

-We are looking forward to our bathrooms getting a facelift. It will be nice to have heat in them this coming winter. Can you please let me know when you may think the renovations will start? Thanks
The current balance for the Senior Center account is $2442.23. Money was used to pay Erica Treaster (artist), Pizza, and supplies.

-Pamela Contino
Director/Municipal Agent
Date: August 1, 2019

Mr. Glenn Pianka
Bozrah First Selectman
1 River Road
Bozrah, CT 06334

Dear Mr. Pianka,

This correspondence is an effort to keep you apprised of the monthly police services occurring within the Town of Bozrah.

During the month of July 2019 the Troop K Troopers responded to 108 Calls for Service in the Town of Bozrah. Of these Calls for Service the most notable are:

Accidents: 4
Burglaries: 1
Larcenies: 0
Other Criminal: 1
Other Non-Criminal: 6
Non Reportable Matters: 67
Other Noteworthy Events (List):
   N/A.

In addition to the above investigations Troopers conducted the following motor vehicle enforcement:
On-Sight DWI: 1
Traffic Citations: 18
Written Warnings: 4

Sincerely,

[Signature]
Lieutenant Marc Petruzzi #037
COMMANDING OFFICER
Troop “K” Colchester, CT

15A Old Hartford Road
Colchester, Connecticut 06415
Phone (860) 465-5400
FAX (860) 465-5450
TOWN OF BOZRAH
REQUEST FOR QUALIFICATIONS/PROPOSALS
PREPARATION OF ENVIRONMENTAL IMPACT EVALUATION (EIE)
WASTEWATER DISPOSAL ALTERNATIVES
FITCHVILLE VILLAGE/STOCKHOUSE ROAD
BOZRAH, CONNECTICUT

PURPOSE

The Town of Bozrah is seeking proposals from qualified engineering and environmental consultants to prepare an Environmental Impact Evaluation (EIE) which complies with the Connecticut Environmental Policy Act (CEPA) for the Town of Bozrah wastewater disposal project. Two areas of town, Fitchville Village and Stockhouse Road were identified as areas in need of long-term wastewater disposal solutions.

PROJECT BACKGROUND

The Town of Bozrah's wastewater disposal needs are currently served through the use of on-site septic systems. Bozrah received a State grant, which the Town used to retain an engineering firm to design a sanitary sewer option to meet the wastewater disposal needs of these two areas.

Figure 1 shows the extents of the project area. The project planning area includes the village district bordering State Route 2 and the existing commercial and industrial development along Stockhouse Road.

The consultant shall evaluate multiple options to provide long-term wastewater disposal solutions to the project area, one of which being extending sanitary sewers to the area. A summary of the past sanitary sewer design is provided in Attachment A, and the selected consultant will have access to the previous sanitary sewer design plans.

REGULATORY REQUIREMENTS

The EIE process is described under Section 22a-1a of the Connecticut Environmental Policy Act. Sections 22a-1a through 22a-1a-12 of this act identify the requirements needed to be incorporated into the EIE for agency submittal. Section 22a-1a-7 identifies items needed in the EIE as follows:

- A brief summary of the evaluation.
- A description of the proposed action.
- A description and analysis of the reasonable alternatives to the proposed action.
- A list of the necessary licenses, permits, certifications or other approvals required.
- A discussion of the potential environmental impact of the proposed action.
SUBMISSION REQUIREMENTS

At a minimum, the consultants’ proposal shall contain:

1) Background statement describing the firm, its discipline capabilities, principals, staff availability, and location,
2) Proposed project team, including qualifications and position with the firm of those individuals who will be assigned to the project,
3) Statement of experience with similar projects including location of the work, client contact information, dates of project completion and deliverables provided. The consultant shall have completed a minimum of five similar projects.
4) Project approach providing details on how you would approach the project, the different alternatives you would consider and a general outline for your work.
5) Concluding statement as to why your firm is best qualified to meet the needs of the Town of Bozrah, and why your firm should be selected.

PROPOSED FEES

In a separate, sealed envelope the consultant shall submit a detailed breakdown of their proposed fees for this proposal. Please provide estimates of labor-hours by employee for each of the tasks identified in your project approach. Also please provide a hourly billing rate schedule, in force for the entire project duration, that can be used if additional work is requested by the Town.

PROPOSED SCHEDULE

The Consultant shall complete a draft EIE report within three months of receiving written notice to proceed, and anticipating a one month period for Town review, complete a final EIE document suitable for submission to the State within an additional two month period. Thus, the Town anticipates completion of this assignment within six months of notice to proceed.

SELECTION PROCESS

A Town of Bozrah will compile a selection committee who will evaluate responses to this request. Based on proposals received, the Town may or may not choose to short list and interview consultants. The selected consultant shall be based upon a combination of their qualifications, past history on similar assignments, proposed project approach and the proposed project fees, as solely determined by the Town.

SUBMISSION DEADLINE

Statements of Qualifications and Project Proposals must be received by the Office of the First Selectman at 1 River Road, Bozrah, Connecticut no later than________________.
Please submit three paper copies and one electronic copy of your proposal to:

Glenn Pianka, First Selectman
Town of Bozrah
1 River Road
Bozrah, CT 06334
Representative Advisory Board to Southeastern Connecticut Water Authority

July 18, 2019

Mr. Glenn S. Pianka, First Selectman
Town of Bozrah
Town Hall
1 River Road
Bozrah, CT 06334

Dear First Selectman Pianka:

The Town of Bozrah, along with all other southeastern Connecticut municipalities, has the responsibility to appoint two people to the Representative Advisory Board to Southeastern Connecticut Water Authority (SCWA). Appointments are made biennially, for two-year terms, and are due for consideration this year. Presently there are two residents of your municipality who are Representative Advisory Board members, Mr. Steven Coit and Mr. James Bonanno.

SCWA plays an important role in the planning and development of regional water policies, as well as, the efficient and economical delivery of good, clean water to its customers. I therefore encourage the Town of Bozrah to participate in this important work by appointing, or reappointing, members to the Representative Advisory Board who will actively represent its interests with regard to these important water policies. The attached fact sheet outlines the important functions of the Representative Advisory Board.

The standing committees of the Representative Advisory Board are: Finance Committee; Authority Appointments/Advisory Board Officers Nominating Committee; Customer Appeals Committee; Legislative Committee; Public Relations Committee. Every member is expected to be active on one or more of these committees.

The enclosed prepared appointment letter should assist you in this matter. The appointments would be valid until September 1, 2021 or until a successor accepted. Please contact SCWA at 860-464-0232, should you desire any additional information concerning SCWA or the Representative Advisory Board.

Sincerely,

George Jackson, Chairman
Representative Advisory Board

cc: w/o enc.
Mr. Steven Coit
Mr. James Bonanno
July 25, 2019

Loreta Zdanys
Tax Assessor
Town of Bozrah
1 River Road
Bozrah, CT 06334

SUBJECT: Bozrah Light and Power/Groton Public Utilities-PILOT

Loreta,

At the Bozrah Utilities Commission meeting of July 24, 2019 I informed the membership that the Town of Bozrah will be requesting review of the current PILOT payment of $27,120 which has not been reviewed since the sale of Bozrah Light and Power Company to Groton Public Utilities in 1995.

The sale papers state in part, on page 8: “Groton has agreed to make payments in lieu of taxes, fixed at a level of BL&P’s tax liability at the time of acquisition, in order to recognize the loss of tax revenues by municipalities in which BL&P has taxable plant”, and further, “the Department suggests that payment in lieu of taxes be evaluated periodically to ensure that a fair share is supported by the municipal utility.”

Therefore, I request that a current evaluation be made of all Bozrah Light and Power/Groton Public Utilities taxable assets. I further request a full report/listing of said items and what the current full tax liability would be absent a PILOT agreement.

Sincerely,

[Signature]
Glenn S. Pianka

Cc: Bozrah Board of Selectmen
    Bozrah Board of Finance
August 15, 2019

State of Connecticut
Department of Transportation, District 2
171 Salem Turnpike
Norwich, CT 06360

Subject: Tree Removal-Fitchville Road

Dear Sir or Madam,

There is an ongoing sightline issue involving a very large "buttonball" tree that my office gets frequent complaints about. It is on Fitchville Road just to the east of the Bozrah Post Office and directly across from Barber Electric. This situation has been brought to DOT attention in the past and I have been under the impression that it was slated for removal some time ago.

Again this year, the tree becomes covered in poison ivy which further obstructs the sightline and the Bozrah DPW and I personally have trimmed it back on several occasions over the past few years. The Post Office has increased traffic from the closing of the Yantic Post Office and recently there is an increased number of patrons who back into the post office parking slots to make it easier to exit. That action alone increases the likelihood of a vehicular or pedestrian mishap.

I personally live at 185 Fitchville Road (just west of the Post Office on the same side) and I have been surprised at traffic suddenly appearing as I exit my driveway. This tree is iconic and somewhat defines the village area. It would be a shame to have it removed but times and traffic dictate that it must go.

Respectfully Requested,

Glenn S. Pianka
First Selectman

Cc-Bozrah Post Office
Barber Electric Inc.
Bozrah Tree Warden
Bozrah Board of Selectmen
July 18, 2019

Edward Wisniewski
PO Box 224
71 Bashon Hill Road
Bozrah, CT 06334

Town of Bozrah,
Glenn Pianka - First Selectman
Bozrah Town Hall
1 River Road
Bozrah, CT 06334

I am a local resident and frequently drive on area roads in Bozrah. I’ve noticed with great concern the increasing number of dead and dying trees in town. These are victims of gypsy moth attack or in some cases the Emerald Ash Borer which has begun to invaded the area. In any case many of these trees either overhang the roadways or are near enough to pose a threat in the event of a dropped limb or tree fall. The extent of this problem is significant and growing as infestation of these insects becomes more prevalent. This poses a life threatening risk to all who travel such roads. One such roadway, which I happen to frequent, is Bashon Hill Road. Evidence of this hazard is obvious, particularly at the intersection with Hough Road where a very large oak tree has become a victim of gypsy moth attack. I use this only as one example, as many dangerous areas exist within the town.

I request that the town take immediate action to remove impacted trees which threaten the roads in town. It is the responsibility of the town to address this as the roads are offered as public thoroughfares and the public has an expectation of safety. State roads within the town are also involved and the town has an obligation to bring this to the attention of the state and/or work with the state to initiate action to mitigate this threat. Ignoring the threat along state roads is not a satisfactory response. I sincerely hope that prompt action is taken, as conditions warrant, before someone is killed or injured by these obviously dangerous, impacted trees.

Please respond to indicate what plans and policies are being implemented to deal with this threat. It is real, it needs action now. Failure to promptly act is not a responsible option and prolongs this threat to public safety.

Sincerely,

Edward Wisniewski

[Signature]

REC'D 7/22/19
July 22, 2019

Edward Wisniewski
PO Box 224
71 Bashon Hill Road
Bozrah, CT 06334

Reference: Trees

Dear Mr. Wisniewski,

Thank you for your letter of July 18, 2019. You are completely accurate in all that you cite. As First Selectman/DPW Director we formulated a list of over 60 at-issue trees around town last fall and now have approved funding which took place on July 1st with this year's budget. The funding is meager, $25,000, so the town DPW will work side by side with a local tree company to get the most efficient use of both of our efforts and budgetary constraints.

We have already started the removal process along Cottage Road and will be coordinating with the homeowner at the corner of Bashon Hill and Hough Roads in the very near future. This issue is State-wide and Bozrah is fortunate to not be completely overwhelmed with removal candidates. Some towns are reporting over 500 impacted trees along their roadways.

Please contact me directly on my cell phone at 860 885 9589 if you require any further discussion.

Regards,

Glenn S. Pianka
First Selectman

Cc-Board of Selectmen
 DPW Crew
Proposal for Services

August 6, 2019

Glenn Pianka, First Selectman
Town of Bozrah
1 River Road
Bozrah, CT 06334

RE: CME Proposal No. 19-0081; Zoning and Wetlands Enforcement Officer

First Selectman Pianka,

Thank you for reaching out to CME to talk about your need for staffing assistance in the ZEO/WEO position. We have reviewed the requirements and available information and have prepared the following scope and fee proposal for your review.

Position Understanding
CME understands that the Town of Bozrah has been seeking a Zoning and Wetlands Enforcement Officer, but has been unable to place the right candidate in this position. This is a technical position that directly supports the First Selectman, Land Use Office, Inland Wetlands & Watercourses Commission, and the Zoning Board of Appeals by providing zoning and wetlands application reviews and code enforcement.

Based on this understanding, we have developed the proposed scope of services and associated fees for performing this work as detailed below.

Scope of Services
CME will provide staff, duly certified in the State of Connecticut to enforce Zoning and Wetlands Regulations. Duties to be performed as part of this position include but are not limited to;

1. Performing site inspections to determine compliance or to document violations.
2. Issuing violation notices to persons in violation of Bozrah's Zoning or Wetlands Regulations.
3. Review and approve or deny zoning permit applications received by office staff.
4. Assisting residents and developers with questions and/or applications at Town Hall.
5. Providing written monthly reports to the Bozrah Planning and Zoning Commission regarding enforcement activity.
6. Providing staff support, as needed, to the Bozrah Zoning Board of Appeals.

These duties will be performed during weekly office hours provided at 6 hours per week.

Fee Proposal & Timeframe
Based on our previous experience, we will supply the level of effort and scope of services noted above to the Town for 6 hours per week for $2,000 per month. The term of service will be for the remainder of the fiscal year (June 30, 2020). Should you wish to continue into the next
fiscal year, CME will provide you with an updated proposal prior to the start of that new contract term.

This work will be billed monthly in accordance with the terms and conditions of our agreement for services as attached to this proposal, as will any additional work requested of CME.

We are prepared to begin providing service to the Town of Bozrah immediately following receipt of your signed authorization to proceed.

**Terms & Conditions**

Please refer to the attached agreement for service which outlines the terms and conditions that will govern this work. If you would like to proceed with this work, please sign, date and return one copy of this agreement in its entirety. CME accepts credit card charges, if you wish to pay for a portion or all of the work using a major credit card. Upon receipt of the signed agreement, I will contact you to coordinate the work. This proposal will remain valid for a period of 30 days.

Please feel free to contact me with any questions regarding this proposal or the attached agreement. We look forward to working with you.

Sincerely,

Bryan L. Busch, PE  
Chief Operating Officer

John Guszkowski, AICP, LEED, ENV-SP  
Project Manager / Lead Planner
Agreement for Services

The Agreement for Services (the "Agreement") is entered into by and between CME, a Connecticut Corporation ("CME") and the client (the "Owner") as identified in the attached proposal. In consideration of the terms and conditions set forth below, the parties hereby agree as follows:

1. Services: The "Owner" hereby retains "CME" as an independent contractor to perform the services set forth in the attached proposal (the "Proposal") for the consideration therein contained.

2. Compensation: Unless otherwise stated in the "Proposal", the "Owner" shall pay "CME" monthly in installments as the work progresses, based upon a percentage of completion of the fees set forth in the "Proposal". Payment is to be made within fifteen (15) days of receipt of invoice and all invoices over fifteen (15) days past due shall bear interest at the simple rate of one (1%) percent per month. Invoices not paid within thirty (30) days may result in a work stoppage by "CME". Provision of services will not re-commence until all outstanding balances are brought up to date.

3. Term: The term of this agreement is from the date the "Proposal" is signed by both parties and submission of the required retainers, as identified in the "Proposal", for 12 months thereafter, and is subject to such extensions as the parties may mutually agree.

4. Termination: Either party may terminate this agreement on sixty (60) days written notice to the other party without cause. The "Owner" may terminate this "Agreement" for cause on one week's written notice to "CME", provided that prior to that time, the "Owner" shall have given written notice to "CME" indicating a default under the terms and conditions of this "Agreement" with a two week opportunity to cure any such default, and if the default is substantive and "CME" neither cures the default nor commences to cure the default. If more than two weeks is required to cure the default, then the "Owner" may terminate the "Agreement" on one week's written notice as herein set forth. "CME" may terminate this "Agreement" if the "Owner" fails to pay any invoice within thirty (30) days from the same is due, provided that prior to electing to terminate this "Agreement" for non-payment, "CME" shall give the "Owner" a ten day grace period and Notice of Default with opportunity to cure by payment of said invoice.

5. Relationship between Parties: Both parties expressly acknowledge it is the intention of the parties that this "Agreement" shall be a contract for services and shall not in any way create any employer/employee relationship between the parties or any co-venture or joint venture. It is expressly acknowledged and agreed that "CME" shall be responsible for its own insurance and that the "Owner" shall be responsible for any and all construction and builders' risk insurance. It is further acknowledged that if loss or damage to the "Owner" should result from the failure of performance or deficient performance by "CME" in providing the "Services", the liability of "CME", if any shall be limited to a sum equal to the amount charged to the "Owner" for the "Services" or Ten Thousand dollars ($10,000.00) whichever sum is less. This limitation of liability shall apply to a claim for loss or damage whether based on a contract claim or tort claim.

6. Notices: Notices to CME shall be addressed to 33 Wilbur Cross Way, Suite 105, Mansfield, CT 06268, and any notice shall be dispatched by certified mail, return receipt requested and shall be conclusively assumed to have been received by the party. The notice to the "Owner" will be at the address identified on the attached "Proposal".

7. Additional Compensation: Should the "Owner" assign additional services to "CME" during the term of this agreement, "CME" shall be compensated based on its effective hourly rate structure at the time of provision of said services.

8. Reports: If so requested, "CME" shall submit a progress report or memorandum in writing to the "Owner" at least monthly as part of this "Agreement" and shall meet with the "Owner" at regular meetings at least monthly to report on the status of the work.

9. Ownership of Papers and Documents: Any and all documents developed by "CME" during the term of this "Agreement" shall be documents owned by "CME" provided upon payment, the "Owner" shall be entitled to copies of all reports, documents, and data in possession of "CME" derived in whole or in part under this "Agreement". The "Owner" provided it is not in default in payments under this "Agreement", has the right to request copies of any and all documents and supporting data as developed by "CME" in the furtherance of this "Agreement". "CME" is expressly granted the right to utilize images/plans/descriptions, photographs, and post a sign at the site of construction for the purpose of marketing their services and general public relations.

10. Reimbursable Costs: CME will charge the "Owner" for all reimbursable costs at cost plus a ten percent administrative
fee. Reimbursable costs include, but are not limited to, Special or Overnight Delivery fees; copy or reproduction fees for reports, plan sets, construction documents, etc; sub-consultant fees; and other project specific fees as outlined in the Scope of Services.

11. Limitation of Delegation: The "Owner" and "CME" each recognize that "CME" has certain unique skills in the areas of this "Agreement". The "Owner" and "CME" further acknowledge that there is certain work contemplated in this "Agreement" that may be subcontracted to competent individuals to provide services outside the scope of "CME" normal expertise. While "CME" is not the guarantor of the work of such contractors and subcontractors, it shall see that all such contractors and subcontractors are licensed and insured and competent to do the work for which they are retained.

12. Mediation: It is expressly acknowledged and agreed that any and all disputes which may arise under this "Agreement" shall be subject to non-binding mediation provided no request for mediation shall be made later than ninety (90) days after the dispute or condition of dispute came to the attention of the parties. Mediation shall be held at a mediator’s office that is reasonably convenient to Hartford, CT or other location convenient to "CME" and the "Client". The parties agree to share equally in the costs of the mediation.

13. Insurance: At the present time, "CME" maintains and shall endeavor to maintain such coverage’s or reasonably equivalent coverage’s for the term of this agreement, as long as the same are available on a commercially reasonable basis.

14. Contact Person: Each party to this "Agreement" shall designate one contact person, who shall be primarily responsible for coordination of the project with the other party. Either party may, through notification to the other party, change its principal contact person from time to time during the term of this "Agreement".

15. Severability: If any provision of this "Agreement" is found by a proper authority to be invalid or unenforceable, the remainder of the "Agreement" shall remain valid and the invalid provision shall be replaced by a valid provision, which comes closest in intent to the invalid provision. The rest of the provisions shall remain in full force and effect.

16. Entire Agreement: The foregoing constitutes the entire "Agreement" between the parties and cannot be changed or modified except in writing and signed by both parties to this "Agreement".

Client Acceptance:

________________________________________            Date: __________________________
Signature of Authorized Recipient
Town of Bozrah 1 River Road, Bozrah, CT 06334

________________________________________
Phone

________________________________________
Email

Envision, Design, and Construct something unique with us.