

**TOWN OF WOLCOTT  
REQUEST FOR PROPOSAL**

**LED STREET LIGHT CONVERSION PROJECT**

**DO NOT CALL THE WOLCOTT TOWN HALL REGARDING THIS NOTICE**

**Proposal Number: 15-18**  
**Proposal Opening Date: June 11th, 2015**  
**Proposal Opening Time: 11:00 A.M.**  
**Proposal Opening Place: Wolcott Town Hall, Council Chambers**

The Town of Wolcott is seeking proposals for the purchase of existing utility owned street lights from Eversource, technical and financial evaluation of current street lighting and replacement with LED street lights, and annual maintenance of those fixtures. The proposals should address both the options of a turnkey project by the Contractor, or a Town administered and financed project as described in the Specifications portion of this document. The documents comprising this Request for Proposal may be obtained from Linda R. Bruce, Municipal Finance Officer, at [aburrus@wolcottct.org](mailto:aburrus@wolcottct.org).

One (1) original and six (6) copies of sealed proposals must be received in the Finance Office, Wolcott Town Hall, 10 Kenea Avenue, Wolcott, CT, by 11:00 A.M., June 11th, 2015. The Town of Wolcott (the "Town") will not accept submissions by e-mail or fax. The Town will reject proposals received after the date and time noted above.

Sealed proposals, including mailing envelopes and/or shipping containers, will be clearly marked "LED Streetlight Conversion Project #15-18", will show the name & address of the proposer, and will be delivered to Linda R. Bruce, Municipal Finance Officer, Wolcott Town Hall, 10 Kenea Avenue, Wolcott, CT, by 11:00 A.M., June 11th, 2015.

Proposals will be opened & read in public immediately following the proposal closing time in the Council Chambers, Wolcott Town Hall. Late proposals or proposals delivered to other locations will be disqualified. The Town of Wolcott reserves the right to reject any and all proposals, waive any irregularities, omissions, excess verbiage or technical defects in the proposals and the Town need not necessarily award the contract to the firm submitting the lowest proposal cost estimate, if, in the opinion of the Town, it would be in the best interests of the Town of Wolcott to accept other than the lowest proposal cost estimate because of another firm's greater expertise and/or experience. The Disadvantaged Business Enterprise participation goal for this project is zero percent (0%).

**An Affirmative Action / Equal Opportunity Employer/Minority / Women's Business Enterprises are encouraged to Apply**

**TOWN OF WOLCOTT**



**REQUEST FOR PROPOSAL**

**#15-18**

**LED STREET LIGHT CONVERSION PROJECT**

**HONORABLE THOMAS G. DUNN, MAYOR**

**PUBLISHED: Sunday, May 24th, 2015**

**BID DUE: Thursday, June 11th, 2015 at 11:00 A.M.**

**PLEASE NOTE THE TOWN HALL WILL BE CLOSED ON MAY 25<sup>th</sup>, 2015, IN OBSERVANCE OF  
MEMORIAL DAY.**

## **A. PROJECT DESCRIPTION**

**The Town of Wolcott is seeking proposals for the purchase of existing utility owned street lights from Eversource, technical and financial evaluation of current street lighting and replacement with LED street lights, and annual maintenance of those fixtures. The proposals should address both the options of a turnkey project by the Contractor, or a Town administered and financed project as described in the Specifications portion of this document.**

## **B. INFORMATION FOR PROPOSERS**

- The Town of Wolcott, Connecticut, herein called the "Town ", invites proposals on the forms attached hereto. All blanks on these forms must be appropriately filled in as required.
- Sealed proposals, including mailing envelopes and/or shipping containers, will be clearly marked "LED Street Light Conversion Project.", will show the name & address of the proposer, and will be delivered to Linda R. Bruce, Municipal Finance Officer, Wolcott Town Hall, by 11:00 A.M., June 11th, 2015.
- Questions regarding this Proposal will be addressed on the interview dates of June 23<sup>rd</sup>, June 24<sup>th</sup> and June 25<sup>th</sup>, 2015.
- Proposals will be opened and read in public immediately following the proposal closing time in the Council Chambers, Wolcott Town Hall. Late proposals delivered to other locations will be disqualified.
- Proposers using delivery services (i.e., UPS, FED EX, USPS) are cautioned to allow sufficient time to ensure the timely receipt and correct delivery location of their proposals. The Town is not responsible for the failure of delivery services to deliver the proposals to the correct location by the specified date and time, Proposers using the USPS are cautioned to make certain that their proposals are mailed with adequate postage.
- Wolcott Town Hall hours are 8:00 A.M. to 4:30 P.M. Monday through Wednesday, 8:00 A.M. to 5:30 P.M. on Thursday and 8:00 A.M. to 12:00 noon on Friday.
- Prior to the public opening of the proposals, any proposal submitted may be withdrawn by the proposer if said proposer discovers mathematical or clerical errors in his proposal. Any such proposal withdrawal may be made without penalty or prejudice
- After the proposals are opened, all offers will be considered firm for a period of ninety days and no bid may be withdrawn for any reason during that period except for such cause as the Town of Wolcott in its sole discretion deems sufficient.

- Potential bidders are prohibited from contacting any Town employee, officer or official concerning this Invitation to Bid. A firm's failure to comply with this requirement will result in disqualification.
- The Town may consider informal any proposal not prepared and submitted in accordance with the provisions hereof, and may waive any informalities in or reject any and all proposals.
- A non-collusion statement for Prime Contractors and any addendum acknowledgment must also be submitted at the time of the proposal.
- The Town of Wolcott Ordinances # 75 "Ordinance Establishing Uniform Standards Applicable to the Public Bidding Process" and # 92 "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town Contracts and Vendor Payments" will be in force for the purposes of proposal evaluation. (Copies included in this package)
- No work will be performed on Town of Wolcott property until all required insurance certificates are submitted to the Town of Wolcott Finance Office.
- All invoices shall include:
  - Consultants F.E.I.N. or Social Security number.
  - Complete Consultant name and billing address.
  - Project number, if applicable.
  - Invoice number and date.
  - Purchase order number.
  - Itemized description of services and/or material supplied.
  - Adjustments, if applicable.
  - Quantity, unit, unit price, and extended amount.
  - Ticket numbers corresponding to each invoice shall be listed or attached to the company invoice as a separate sheet, if applicable.
  - Work periods and traffic control prices shall be itemized, if applicable.
- To expedite processing, invoices should be delivered to the following address:
  - Town of Wolcott
  - Accounts Payable
  - 10 Kenea Ave.
  - Wolcott, CT 06716
- Payment Terms and Billing: Payment shall be made only after the Town receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services will be made within forty-five (45) days after acceptance of the Goods or Services.

- The Town of Wolcott will not be responsible for and hereby disclaims any alleged oral instructions of contract interpretations given to Proposers.
- The Town of Wolcott may make such investigations, as it deems necessary, to determine the ability, qualifications, and experience of the prospective vendor to perform. The apparent successful Proposer shall furnish to the Town all such information and data for this purpose as the Town may request.

### **3. Scope of Services**

#### **I. OVERVIEW**

The purpose of this RFP is to identify a firm that will provide the Town of Wolcott with the best value for replacement of street lights currently owned by Eversource. The proposed project may be either 1) a turnkey approach that will provide all labor, equipment, financing and administrative costs necessary to provide the Town with an improved lighting system; or 2) a town financed project with the town buying the existing and proposed street lights and the Contractor performing the installation and commissioning and the Town financing the project through bonded funds. It is anticipated that the project will result in the Town qualifying for a lower cost rate structure from Eversource, along with a rebate payable to the Town in the initial year of the contract, plus any other rebates, buy downs applicable to the project. It is imperative that the project result in savings in each year and over the life of the project.

The Town intends to review the submittals and select several firms that provide the best value project to the Town, and interview those firms that can provide the best value to the Town, and are equipped with the resources both technical and financial to complete the project in a timely manner. For the selected firm, once the initial step of Project Planning is completed a fixed price contract for Project Implementation and Post Implementation and Annual Maintenance Costs for 5 years shall be provided to the Town to evaluate for acceptance by the Town Council.

Each firm should provide a fixed cost to complete the Project Planning portion of this project with their submission. If the Town proceeds to the Project Implementation/Post Implementation portion of this project, these costs will be included in the overall loan associated with the project; if the project does not proceed to that stage, they will be paid to the Contractor at the end of the Project Planning period.

#### **II. INTRODUCTION**

The Town of Wolcott is soliciting proposals to convert street lighting to Light Emitting Diode (LED) equivalents. The contractor will be expected to produce a turnkey product by implementing the conversion of all street lighting in the Town, estimated at approximately 728 units, to equivalent LED street lights. The contractor will provide financing options, labor, materials, supplies, equipment, facilities, disposal, photometric analyses, digital reports, and processing for all utility rebates and rate schedules. The Wolcott Street Lighting Conversion to LED Project will replace mostly high pressure sodium (HPS), cobra head and replace with LED compatible fixtures.

#### **III. OBJECTIVES**

The Town's objectives for this project include the following:

- Purchase of utility owned street lights;
- Converting approximately 728 existing street lights to LED technology;
- Financing the project cost such that it produces a positive cash flow during the first full year and all subsequent years of the project financing based on energy cost savings;
- Maximizing energy and energy cost savings;
- Optimizing the environmental benefits of the program (e.g. reductions in greenhouse gases emitted and toxic materials disposed of);
- Minimizing future costs to maintain and replace the converted street lights;
- Completing the project, including receipt of rebates and new monthly electricity rates from Eversource in a timely manner;
- Minimizing the Town's administration costs and staff time for the street light maintenance;
- Obtaining accurate digital GIS data for all targeted luminaires using GPS technology;
- Developing photometric analyses for lumen delivery and luminance uniformity of representative fixture configurations based on existing and new fixtures;
- Calculating and guaranteeing rebates from Eversource. The selected LED light fixture must qualify for the Eversource rebate program. The firm must apply for the rebates on behalf of the Town and ensure that the rebate funds are remitted to the Town in a timely manner;

#### **IV\_ SCOPE OF SERVICES**

##### **1. General Specifications**

The project scope shall include:

- 1.1 The Town will obtain an estimate form Eversource for the depreciated cost of all utility owned street lights in Wolcott. The contractor will serve as the Town's technical representative in negotiating a final purchase price for these fixtures.
- 1.2 Photometric Analysis - determine existing streetlight placement, height, and street width, and conduct an analysis of the proposed replacement lights to show minimum equivalent or improved lighting levels providing safe and adequate light. *The information shall be submitted to the Town in both digital and hard copies as part of the requirements for the successful proposer to obtain a Notice to Proceed.*
- 1.3 Removal and Disposal - removal and disposal of existing luminaire heads and any other discarded materials including all necessary and appropriate temporary traffic control measures.

- 1.4 Installation - installation of new energy-efficient luminaire heads, or in the case of specific decorative luminaires, or retrofit of the existing decorative luminaires.
- 1.5 Notification and related work - provide notifications, process paperwork, GPS, and inventory existing street lighting to update Town's and Eversource's GIS inventories, revise the rate schedule for the new lights; and apply for appropriate rebates; and related work as necessary.
- 1.6 Record Documents - provide record ("as-built") documentation of installed LED luminaires, GIS data, digital images of nameplates for each replaced fixture, and any applicable warranties, service, maintenance and operations manuals, and similar information.
- 1.7 Compliance with all laws - compliance with all laws and regulations including wage and labor, OSHA requirements, and appropriate safety measures.
- 1.8 The cost of the project shall be the gross cost, before rebates. Financing shall be for a term not-to-exceed 10 years and the amount of the payments shall not change over the term of the loan. The financing shall be structured to meet the Town's financial objective, i.e., annual debt service payments do not exceed energy cost savings in any given year after project completion. Proposers shall submit financing terms as part of this solicitation.
- 1.9 The lighting fixtures supplied must meet or exceed the specifications listed below:

**LED "Cobra-Head" Style Luminaire Preliminary Specification**

- Luminaire shall mount to a 1¼" to 2" (1⅝" to 2⅜" O.D.) diameter mast arm.
- Luminaires shall have an Effective Projective Area (EPA) not to exceed the EPA rating of the luminaire being replaced.
- EMI meets or exceeds FCC 47 CFR Part 15. Transient voltage complies with ANSI C62.41 Cat. C High.
- Luminaires shall pass the 3G vibration test per ANSI C136.31-2001
- Paint finish shall equal or exceed a rating of six per ATSM D1654 after 1000 hours of salt spray testing per ASTM B117. VI.
- LEDs shall have a CCT of 4000K ± 300K VII. Luminaires shall produce 0 light at or above 90°.
- Luminaires shall be listed by Lighting Facts.
- Luminaires shall be qualified by the Design Lights Consortium
- Luminaires shall be listed by a Nationally Recognized Testing Laboratory as suitable for wet location applications.
- Manufacturer shall provide a minimum five year limited warranty

**2. PROJECT PLANNING**

- 2.1 Conduct a thorough/detailed investigation of Eversource billing records, maps and Town records to establish the list of street lights for replacement, and which are eligible for

rebates from Eversource; also conduct on-site physical inspection of all street lights for final verification of GPS coordinates (latitude, longitude), location (closest address), wattage, luminaire physical attributes, Eversource badge number, luminaire type, pole type, pole or bracket height, pole condition (identification of light poles at risk for failure, etc.)

- 2.2 Obtain a detailed listing of utility owned street lights and purchase cost of each;
- 2.3 Develop and submit required paperwork to reconcile street light billing records and confirm rebate eligibility;
- 2.4 Conduct photometric analysis for a minimum of 5 representative locations on major and collector streets;
- 2.5 Based on the replacements for typical lighting layout configurations, photometric analysis and the mapping data, prepare a Replacement Plan for targeted luminaires. The plan shall list each fixture, associated Eversource Badge Number, Eversource meter number (if applicable), GIS location, street address, pole height, roadway type, physical fixture type, lamp type, wattage, voltage, replacement model and replacement wattage.
- 2.6 Perform detailed analysis which compares energy consumption and fixture longevity between existing and proposed luminaires;
- 2.7 Develop 15-year energy (kWh and cost), maintenance cost, and greenhouse gas (GHS) savings projections to ensure results and cost-effectiveness of project options. Initial energy costs shall be based on the Eversource's rate and Wolcott's PPA, in effect on January 1, 2015. A 2% annual increase should be assumed for electricity rates.
- 2.8 Town must approve the final project details and Scope of Work.

### **3. PROJECT IMPLEMENTATION**

- 3.1 Negotiate a final purchase price of all Eversource owned street lights.
- 3.2 Conduct final review of all energy savings and construction cost estimates with the Town to ensure accuracy and compliance
- 3.3 Purchase qualified luminaires from a vendor authorized by the fixture manufacturer.  
  
Contractor shall warrant all labor and replace defective light luminaires and parts thereof for a period of one year from the date of project acceptance.
- 3.4 Manage deliveries and staging of material to site including any secured storage considerations.
- 3.5 Provide Traffic Control plans as necessary to be reviewed and approved by the Town Public Works Department and obtain all required traffic and street permits.
- 3.6 Participate in the development of community outreach and notification plan to ensure project awareness and minimize neighborhood disturbance. Prepare and manage

appropriate waste disposal facility and facilitate proper disposal facility of waste material including old luminaires. All excess property for this job shall become the property of the contractor and shall be disposed as necessary in a manner that meets State, Federal and Town requirements.

3.7 During installation, comply with all requirements to ensure replacement LED luminaires receive Eversource's LED Street Light Rebate and LED electric rate schedule.

- Accurately populate Eversource's Street Light Conversion Worksheet

- Reconcile and update each converted street light pole to reflect the appropriate badge number consistent Eversource records.

- Ensure each newly installed luminaire has been tagged with the correct wattage sticker consistent with American National Standard For Roadway Lighting Equipment, ANSI C136.15

3.8 Install replacement luminaires. Provide all necessary equipment, hardware, adapters, and any other materials necessary for a quality installation. Ensure installation quality, compliance with project schedule and proper disposal and/or recycling of old luminaires.

3.9 Town shall meet with contractor to review installation, work safety, public safety and waste material handling procedures and requirements.

3.10 Inspect final work and correct any "punch list" items.

3.11 Test lights to ensure that they work and identify location where repair needs Eversource assistance.

3.12 Train Town personnel in all aspects of routine operation, maintenance, and safety of the LED lighting luminaires installed.

3.13 Attend weekly progress meetings with Town staff.

#### **4. POST INSTALLATION ACTIVITIES INCLUDING ADMINISTRATION**

4.1 Following Town acceptance, produce final project reporting to Town.

4.2 Prepare all documentation required to receive reimbursement of funds from Eversource on behalf of the Town.

4.3 Provide administrative effort required to process and receive all available rebates from Eversource.

4.4 Provide administrative effort required to process tariff change and amend billing records with Eversource.

4.5 Provide electronic post-construction GIS records for all street lights in the Town at no additional cost to the Town, which should include at a minimum all the information provided in the Replacement Plan as well as locations in a GIS format (+/- 1 meters), location street addresses, hyperlinks to nameplate images of luminaires replaced and other associated attributes.

4.6 Determine loan repayment amounts for the life of the loan.

4.7 Contractor shall test lumen output and distribution at the locations selected in Section 2.3 and compare the actual levels to the photometric analysis. Testing shall be conducted under the fixture and at the centerline of the street midway between adjacent luminaires.

## **V. SUBMISSION REQUIREMENTS**

All proposals shall include the following information, organized as separate sections of the proposal. The proposal should be concise and to the point.

### 1. Introductory Letter

The letter shall include the contractor's name, contact names, mailing address, telephone number, fax number, email address. The letter will address the understanding of the service being requested and any other pertinent information the proposer believes should be included. The letter shall be signed by the individual authorized to bind the contractor to the proposal.

### 2. Contractor Information. Qualifications and Experience

The Town will only consider submittals from contractors that demonstrate they meet the following background requirements:

1. Installation of a minimum of five (5) turnkey projects for converting a minimum of five hundred (500) HPS luminaires (per project) to LED for energy efficiency;
2. Experienced with projects funded through Eversource is preferred;
3. Ability to provide qualified professionals for the project, such as electrical engineers as necessary;
4. Ability to provide emergency service and support;
5. Ability to perform all work within the specified budget; and
6. References (3-5 references) shall include:
  - a. Contracting Agency
  - b. Agency Project Manager
  - c. Contracting Agency contact information
  - d. Contract amount
  - e. Date of contract
  - f. Date of completion
  - g. Vendor Project Manager and contact information
  - h. Number of luminaires replaced

### 3. Organization and Approach (maximum of 5 pages)

- 3.1 Describe the roles and organization of your proposed team for this project. Indicate the composition and number of project staff, facilities available and experience of your team as it relates to this project.

- 3.2 Describe your project and management approach. Provide a detailed description of how the team and scope of work will be managed. Describe how you will address energy efficiencies, your ability to model and verify energy savings.
- 3.3 Describe the roles of key individuals on the team. Provide resumes and references for all key team members. Resumes shall show relevant experience, for the Project's Scope of Work as well as the length of employment with the proposing contractor. Key members, especially the project manager, shall have significant demonstrated experience with this type of project, and should be committed to stay with the project for the duration of the project.

4. Scope of Work

- 4.1 Include a detailed Scope of Work Statement describing all services to be provided.
- 4.2 Describe project deliverables for each phase of your work.
- 4.3 Describe your cost control and budgeting methodology for this project.

5. Schedule of Work

Provide a detailed schedule for all phases of the project, including lead time for product procurement and delivery.

6. LED Replacement. Project Savings & Project Costs

Provide a narrative explanation and supporting documentation that describes how the proposed luminaires will meet the Town's illumination and financial objectives. Explain how the data provided by the Town were used and what assumptions were applied. Proposer shall provide cut sheets and detailed product specifications for all proposed luminaires and retrofits. This section shall not exceed fifteen (15) 8.5" x 11" pages, excluding product cut sheets and specifications.

7. Manufacturing Maintenance Limitations

All luminaires must not have any components which can only be replaced by manufacturer-authorized service personnel or contractors.

8. Contract Terminations:

**If your organization has had a contract terminated in the last five years, describe such incident.**

Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The Town will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five years, so indicate.

9. Cost Proposal

The Cost Proposal should clearly outline the entire cost of the project, and the estimated

maintenance costs for fifteen (15) years. This should include at a minimum:

- Estimated cost of purchase of street lights from Eversource.(see information provided in this RFP)
- Type (s) of specification of luminaires to be used for replacement.
- Quantity of luminaires to be replaced
- Cost of performing GPS mapping of all utility owned street lights and providing results to the Town in GIS and Excel format.
- Cost of installation.
- Cost of commissioning.
- All other project costs, not specifically identified above.
- Estimate of Annual Maintenance cost for 15 years; contract for maintenance for 5 years in one (1) year increments.
- Total of estimated rebates and rate “buy downs” included in the analysis.

10. Financial Proposal

**Two financial scenarios need to be developed: one with a total turnkey project completed by the Contractor; and a second scenario with the Town purchasing the existing streetlights from Eversource, purchasing the new LED fixtures, and having the Contractor provide installation and commissioning of the lights, with the Town financing the entire project.**

- Financed Amount.
- Interest rate (APR): Specify the annual percentage rate to be applied to the financed amount
- Term (years): Specify the term (may not exceed 10 years)
- First Full Payment: Enter the amount of the first full annual payment
- Total Loan Payments: Enter the total amount of payments over the term of the loan.
- Initial Cash Flow: Current energy costs minus future loan payments, energy costs and maintenance costs, plus rebates. ***This must be less than zero.***

Exceptions: If rebates are deducted from the financed amount or if the loan payments vary over time, indicate "Yes" and provide a justification. The cost of performing all tasks included in Project Planning needs to be clearly identified, in the case that the Town does not proceed beyond that stage.

## **VI. SELECTION CRITERIA**

The following criteria will be considered, although not exclusively, in determining which firm is hired.

1. Contractor's demonstrated experience in completing projects of a similar type.
2. Costs of providing the entire scope of work.
3. Ability of proposed luminaires to meet the required specifications.
4. Ability to achieve reductions in energy consumption and maintenance costs.
5. Ability to complete the project within the stated schedule.

A selection panel will be convened of staff to evaluate proposals. Once the evaluations of proposals are completed the Town may interview a number of the highest ranked proposers. The Town reserves the right to select a proposal without conducting interviews. Once a determination is made, staff will make a recommendation to the Town Council, who will determine if a contract is awarded and the scope of that contract.

### **4. TERM OF CONTRACT**

The term of the contract to perform these consulting services will be as negotiated between the Town of Wolcott and the selected Consultant. The time to complete the project may be extended with the approval of the Town Engineer.

Any such request shall be in writing.

### **5. CONTRACT MANAGEMENT**

The selected Consultant will assign one qualified individual, who will be the firm's contact person responsible for directing and coordinating the activities of the firm's personnel and sub-contractor's in all aspects of the project.

The Town of Wolcott may elect to meet with any, all or none of the consultants prior to selection to clarify their proposal.

The Town of Wolcott reserves the right to reject any or all of the proposals submitted. The Town of Wolcott reserves the right to negotiate the cost of this proposal and to award the work to a firm other than the firm with the lowest cost, if it is in the best interest of the Town.

### **6. PROPOSALS**

The Town of Wolcott will not be liable for costs incurred in the preparation of the response to this Request for Proposal or in connection with any presentation before a Selection Committee.

Respondents shall submit as their proposal the following:

- A letter of transmittal addressed to Linda R. Bruce, Municipal Finance Officer, which includes a statement by the Proposer accepting all terms and conditions and requirements contained in this Request for Proposal and draft agreement.
- A cost proposal addressing the elements of the work to be performed. This proposal shall be in sufficient detail to include the task, number of hours, unit hourly rates and total proposal. The consultant shall indicate any costs that are considered necessary for the completion of the project.

**Proposals must be signed by an Officer of the Consulting Firm. Unsigned proposals cannot and will not be considered.**

**7. INSURANCE AND INDEMNIFICATION – SEE AGREEMENT FOR TYPES AND LIMITS**

**PLEASE NOTE:**

**No work will be performed on Town of Wolcott property until such time as copies of all of the required insurance certificates are submitted to, and approved by, the Town of Wolcott Finance Office.**

**SAFETY**

All work done and equipment used shall comply with all pertinent O.S.H.A., Federal, State, Municipal, and Local Regulations, Laws, Ordinances and Regulations affecting those employed and any affecting the conduct of the work.

**NOTICE TO PROPOSERS**

The Town of Wolcott, Connecticut, is an Equal Opportunity Employer. The Town has made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State statutes and Executive Orders pertaining to nondiscrimination. In order for the Proposer to be placed on the Town's acceptable Vendors List and thereby be eligible for consideration as a source for goods and services, the Proposer must complete the below Affirmative Action statement.

**STATEMENT OF POLICY**

It is the employment policy of \_\_\_\_\_ (this "Firm") that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age, in the hiring, upgrading, demotion, recruitment, termination, and selection for training. In addition, this Firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**NON-COLLUSION STATEMENT**

All prospective Proposers are required to sign a Non-Collusive Statement with all public proposals as follows:

1. The proposal has been arrived at by the prospective vendor independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the Request for Proposals, designed to limit independent bidding or competition, and
2. The contents of the proposal have not been communicated by the vendor, its' employees or agents to any person not an employee or agent of the vendor or its surety on any bond furnished with the proposal and will not be communicated to any such person prior to the official opening of the proposal.

Name of Company: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**Please list other Connecticut municipalities and/or State agencies that your firm has provided similar services to in the last three years (attach additional pages as necessary):**

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## **RFP SCHEDULE**

The Town intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interests of the Town as required.

Proposal Issue Date: May 24th, 2015

Proposal Opening: June 11th, 2015; 11:00 A.M.

Interviews: June 23<sup>rd</sup> – June 25th, 2015

**Please attach copies of applicable licenses:**

**AGREEMENT  
TOWN OF WOLCOTT  
LED Street Light Conversion Project**

THIS AGREEMENT entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the TOWN OF WOLCOTT and \_\_\_\_\_, a company organized and existing under the laws of the STATE OF CONNECTICUT, having an office and place of business in the \_\_\_\_\_, State of Connecticut (hereinafter referred to as Consultant).

**WITNESSETH:**

WHEREAS, the TOWN OF WOLCOTT is requesting Consultant services; and

WHEREAS, the Consultant represents that it is fully qualified in the State of Connecticut to provide all services called for herein; and

WHEREAS, the parties now desire to set forth herein the terms and conditions under which said services shall be furnished.

**NOW THEREFORE:**

In consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I – STATEMENT OF WORK**

The Consultant will provide services for the Town of Wolcott, CT.

The Consultant shall have sufficient staff to assure prompt delivery of services and completion of assigned tasks. The Consultant will assign a Land Surveyor licensed by the State of Connecticut to be responsible for the services.

All work will be performed in accordance with all applicable local, state and federal laws.

The scope of services is further defined in the Request for Proposal, prepared by the TOWN OF WOLCOTT, dated May 24, 2015, Exhibit A, and Consultants proposal dated \_\_\_\_\_, Exhibit B.

The agreed-to compensation for this work shall be a not-to-exceed amount of \_\_\_\_\_ for the Consultants work, including fees for professional services and direct costs, as shown in Exhibit B.

The Consultant shall perform the work in conformance with the Schedule in Exhibit B.

All such services shall be performed in accordance with the terms of this Agreement. The above shall hereinafter be referred to as the "Services".

**ARTICLE II – WARRANTY**

All Services provided for herein shall be performed in the best workmanlike manner by persons qualified in the State of Connecticut to provide the Services rendered. To the extent that the TOWN OF WOLCOTT requires it, and without cost to the TOWN OF WOLCOTT any defective Services which are a result of negligence or bad faith shall be corrected to the satisfaction of the TOWN OF WOLCOTT.

**ARTICLE III – COMPENSATION**

The TOWN OF WOLCOTT agrees to pay the fixed sums of \_\_\_\_\_ for the Consultant work, including fees for professional services and direct costs, as shown in Exhibit B in full payment for services to be rendered by the Consultant to the TOWN OF WOLCOTT under this Agreement. The TOWN OF WOLCOTT reserves the right to request substantiating information on any bill submitted. All invoices involving personnel charges will be certified as follows:

"I \_\_\_\_\_, (title) \_\_\_\_\_ duly authorized by (Consultant) \_\_\_\_\_, do hereby certify that during the period covered by this invoice, all personnel, services and billing items identified relate solely to this project and accurately reflect the hours worked or services rendered".

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(Signature) \_\_\_\_\_ Name (Please Print) \_\_\_\_\_  
Date \_\_\_\_\_

The TOWN OF WOLCOTT will, within 10 days after receipt of an invoice requesting payment, either indicate the approval of payment and process the invoice or indicate to the Consultant, in writing, the reason for refusing to approve said invoice. In the latter case, the consultant will make the necessary corrections and resubmit the invoice. The TOWN OF WOLCOTT will, within 30 days of an approved invoice, pay the amount to the Consultant provided that the Consultant shall have furnished the TOWN OF WOLCOTT with a release of any and all claims against the TOWN OF WOLCOTT, its officers and employees, arising under or by virtue of this Agreement.

**ARTICLE IV – CHANGES**

Any time during the performance of the Services herein, the TOWN OF WOLCOTT shall have the right, by written order, to make changes in, omissions from, or require additions to the Services, hereinafter collectively referred to as "Changes". In the event that such Changes require additional services by the Consultant, to the extent practicable, the Consultant and the TOWN OF WOLCOTT shall first agree upon the compensation to be paid to effect said Changes. If not practicable to first agree upon the compensation to be paid, then upon completion of Services herein Consultant shall

be entitled to present to the TOWN OF WOLCOTT, and the TOWN OF WOLCOTT shall consider, a claim for an equitable increase in compensation for Services rendered because of such Changes. Such claim shall be supported by such data and information as the TOWN OF WOLCOTT may require. Any such claim by Consultant for an equitable increase in compensation shall be promptly made in accordance herewith, and in any event not later than thirty (30) days after the completion of the Services. The acceptance by the Consultant of final payment hereunder shall be held to be a waiver and release of any and all claims against the TOWN OF WOLCOTT under or by virtue of this Agreement. Upon such final payment, the TOWN OF WOLCOTT shall be furnished with a full release from Consultant.

#### **ARTICLE V – STATUS OF PARTIES**

The relationship of the CONSULTANT to the TOWN OF WOLCOTT shall be that of an independent contractor, and nothing herein shall be construed as creating any other relationship.

#### **ARTICLE VI – INSURANCE**

CONSULTANT agrees to secure and protect itself and shall secure and indemnify the TOWN OF WOLCOTT directors, officers and employees from any liability, claim of liability, expense, cause of action, loss or damage whatsoever for any injury including death to any person or property in the performance of this Agreement arising from the negligence of CONSULTANT. CONSULTANT agrees to carry as a minimum the following insurance in such form and with such carriers as are satisfactory to the TOWN OF WOLCOTT covering all Services to be performed under this Agreement:

- (a) After executing this Agreement, but prior to starting the Services, the CONSULTANT shall furnish Certificates of Insurance, including Automobile, Commercial General Liability, Umbrella Liability, and Worker’s Compensation insurance in the following amounts:

**1. Commercial General Liability Insurance:**

The CONSULTANT shall provide Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate for bodily injury and property damage.

The CGL shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**2. Commercial Automobile Liability Insurance**

The CONSULTANT shall provide Commercial Automobile Liability insurance with a combined single limit of \$1,000,000 per occurrence, \$1,000,000 aggregate, and shall include coverage for all owned, hired, and non-owned vehicles.

### **3. Worker's Compensation Insurance**

The CONSULTANT shall provide Worker's Compensation Insurance in the required amount as applies to the State of Connecticut and Employers Liability Insurance as follows:

Bodily Injury by Accident - \$100,000 each accident  
Bodily Injury by Disease - \$500,000 policy limit  
Bodily Injury by Disease - \$100,000 each employee

### **4. Umbrella Liability Insurance**

The CONSULTANT shall provide Commercial Umbrella Liability insurance with a combined single limit of \$3,000,000 per occurrence, \$3,000,000 aggregate for bodily injury and property damage.

Each Policy of Insurance shall include a waiver of subrogation in favor of the TOWN OF WOLCOTT and shall provide no less than thirty (30) days' notice to the TOWN OF WOLCOTT in the event of a cancellation or change in conditions or amounts of coverage. The Commercial General Liability, Automobile and Umbrella Liability shall name the TOWN OF WOLCOTT as an additional insured.

Certificates of Insurance acceptable to the TOWN OF WOLCOTT shall be delivered to the TOWN OF WOLCOTT FINANCE OFFICE prior to the commencement of the services and kept in force throughout the term hereof.

- (b) The above insurance requirements shall also apply to all Subcontractors and the CONSULTANT shall not allow any Subcontractor to commence work until the Subcontractor's insurance has been so obtained and approved.

### **ARTICLE VII – INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the TOWN OF WOLCOTT and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from the negligent performance of the work.

### **ARTICLE VIII – SUBCONTRACTORS**

Should the CONSULTANT elect to use Subcontractors for work associated with executing the Services, the CONSULTANT shall present to the TOWN OF WOLCOTT the name of the Subcontractor(s), the work the Subcontractor is expected to perform and submit copies of the Subcontractor's insurance which shall conform to those insurance requirements outlined above. The TOWN OF WOLCOTT reserves the right to reject a Subcontractor submitted for approval. The CONSULTANT will be fully responsible for all acts and omissions of Subcontractors or persons directly or indirectly employed by them, and of persons whose acts, any of them, may be liable to the same extent that he is responsible for acts and omissions directly

employed by him. Nothing in terms of the Agreement shall constitute any contractual relationship between any Subcontractor and the TOWN OF WOLCOTT, or any obligation on the part of the TOWN OF WOLCOTT, to pay or to see to the payment of any moneys due to any Subcontractor, except as may otherwise be required by law. The CONSULTANT agrees to specifically bind every Subcontractor to all applicable terms and conditions of this document and the Agreement. Every Subcontractor, by undertaking to perform any of the work, will thereby automatically be deemed to be bound by such terms and conditions.

**ARTICLE IX – RIGHT OF ENTRY**

The TOWN OF WOLCOTT will grant to the CONSULTANT, its Agents, Employees, Contractors, and Subcontractors, the right to enter onto land the TOWN OF WOLCOTT owns or has easements or other rights to for the purpose of performing all acts, studies and research, including the making of test borings and other explorations required by the Agreement.

**ARTICLE X – SURVEYS**

The CONSULTANT is responsible for all survey information relating to the horizontal or vertical information in the field.

**ARTICLE XI – SAFETY AND PROTECTION – EMERGENCIES**

The LAND SURVEYOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work outlined. All necessary precautions for safety of and protection to prevent damage, injury or loss to all employees and other persons who may be affected by the work the LAND SURVEYOR is performing. The LAND SURVEYOR will comply with all applicable laws, ordinances, rules, regulations, and orders of any public body having jurisdiction for the safety of persons or property or protect them from damage, injury or loss. It is not expected that the use of explosives or other hazardous material will be necessary in the prosecution of the work. Any use of such material shall be requested in advance, in writing, and shall be done in accordance with all applicable rules governing such material use.

**ARTICLE XII - TERMINATION**

The TOWN OF WOLCOTT may at any time for its convenience and at its option, after giving CONSULTANT a two (2) day written notice, terminate this Agreement and the performance of the Services called for herein in which event the TOWN OF WOLCOTT agrees to pay CONSULTANT a sum for such portion of the Services as CONSULTANT shall have performed up to the time of such terminations, as determined in accordance with Article III herein.

**ARTICLE XIII – MEDIATION**

Consistent with the spirit and cooperation with which the parties are entering into this Agreement, the parties establish the following procedure to encourage the resolution of any differences that may arise:

- (a) Mediation.** All claims, disputes or other matters in question between the parties to this

Agreement arising out of or relating to this Agreement or breach thereof shall be submitted to non-binding mediation. On the written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate its representative and shall meet at the Wolcott Town Hall within ten (10) days after the service of notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting.

Should the parties themselves be unable to agree on a resolution of this dispute, then the parties shall appoint a third party, who shall be a competent and impartial party and who shall be acceptable to each party, to mediate the dispute. Each party shall pay the fees and expenses of the party mediator and such costs shall be borne equally by both parties. Upon agreement of the parties, either party may waive the first step in the mediation process and appoint a mutually acceptable mediator.

Any third party mediator designated to serve in accordance with the provisions of the Agreement shall be disinterested and shall be qualified to evaluate the performance of both parties.

This process shall be considered as a condition precedent to moving to a judicial process.

**(b) Equitable Relief.** Nothing herein shall prevent either party from obtaining a court order enforcing the mediation-arbitration process and such other temporary or equitable relief until such time that the dispute is settled or there is an arbitration award.

#### **ARTICLE XIV – SPECIAL PROVISIONS**

LAND SURVEYOR agrees to comply with all Equal Employment Opportunity state and federal regulations and laws as may be applicable to the CONSULTANT and will do nothing to cause the TOWN OF WOLCOTT to come into violation of said regulations and laws and order.

#### **ARTICLE XV – EXTENT OF AGREEMENT**

This Agreement represents the entire and integrated agreement between the TOWN OF WOLCOTT and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the TOWN OF WOLCOTT and CONSULTANT.

#### **ARTICLE XVI – DOCUMENTS**

Ownership of all documents prepared under the terms of this Agreement shall be with the TOWN OF WOLCOTT.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be set and to a duplicate of the same date and tenor as of the day and year first above written.

TOWN OF WOLCOTT \_\_\_\_\_

\_\_\_\_\_

Consultant

By: \_\_\_\_\_

Thomas G. Dunn, Mayor

by: \_\_\_\_\_

Title: \_\_\_\_\_

**ORDINANCE 75**

AN ORDINANCE ESTABLISHING  
UNIFORM STANDARDS

APPLICABLE TO THE

\_\_\_\_\_ PUBLIC BIDDING PROCESS BE IT ORDAINED THAT:

SECTION 1

\_\_\_\_\_ STATEMENT OF PURPOSE

The purpose of this ordinance shall be:

To establish uniform standards and to clarify those procedures which shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter of the Town of Wolcott.

In recognition of the compelling need to stimulate the economy and to enlarge the tax base of the Town of Wolcott, to provide, as part of said uniform standards and procedures, a preference to Town-Based Businesses, as hereinafter defined, in the awarding of certain municipal contracts in an amount not exceeding Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

SECTION 2

STANDARDS AND PROCEDURES

\_\_\_\_\_ APPLICABLE TO THE AWARD OF ALL MUNICIPAL

CONTRACTS  
PURSUANT

\_\_\_\_\_ TO SECTION 707(c) OF THE CHARTER

Subject to the special procedure hereinafter provided in Section 3 of this ordinance, any contract awarded as a result of the Public Bidding Procedure provided in Section 707(c) of the Charter shall be awarded to the lowest responsible qualified Proposer unless the Municipal Finance Officer shall determine in writing that to do so would not be in the best interests of the Town of Wolcott.

In making said determination, the Municipal Finance Officer shall be guided by the following considerations:

The ability, capacity and skill of the Proposer to perform the contract or to provide the service required. Whether the Proposer can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the Proposer.

The quality of performance by the Proposer of previous contracts or services.

The previous and existing compliance by the Proposer with those federal or state statutes and local ordinances, if any, relating to the contract or service.

The sufficiency of the financial resources and ability of the Proposer to perform the contract or provide the service.

The quality, availability and adaptability of the supplies, or contractual services to the particular use required.

The ability of the Proposer to provide future maintenance and service for the subject of the contract.

(C) The Municipal Finance Officer may require a performance bond as a condition before entering into any contract in such amount as said Officer shall find reasonably necessary to protect the interests of the Town.

SECTION 3  
SPECIAL PROCEDURE APPLICABLE TO \_\_\_\_\_ PROPOSALS SUBMITTED BY TOWN-BASED  
\_\_\_\_\_ BUSINESSES  
Town-Based

Business: For the purposes of this ordinance, "Town-Based Business" shall mean any organization having its principal place of business located within the Town of Wolcott. To be considered a Town-Based Business eligible for the benefits provided in this Section, any Proposer must submit, in addition to a bid, evidence satisfactory to the Municipal Finance Officer that said business in fact has its principal location within the Town of Wolcott. Such evidence may include, but is not limited to, the long term lease or ownership of business property from which said business is operated or the payment of property taxes on the personal property of said business to be used in the performance of the bid.

Determination of the Lowest Responsible Qualified Proposer: The lowest responsible qualified Proposer shall be determined in the following order:

(1) Subject to the standards provided in Section 2(B) of this ordinance, any Town-Based Business which is a responsible and qualified Proposer and which has submitted a bid in an amount not more than five-percent (5%.)

higher than the low bid shall be awarded the contract in the amount of the low bid.

If no Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the contract shall be awarded to the lowest responsible qualified Proposer.

If more than one responsible and qualified Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the lowest responsible qualified Proposer shall be that one of the Town-based Proposers which has submitted the lowest bid who shall then be awarded the contract in the amount of the low bid.

(C) Limitations and Exceptions: The bidding procedure provided in this Section shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter except for the following:

Those of such contracts in an amount which is in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

Those of such contracts which are funded, entirely or in part, by State or Federal grants-on-aid.

SECTION 4  
\_\_\_\_\_ INVITATIONS TO BID

All invitations to bid extended to prospective Proposers in the award of all municipal contracts subject to the Public Bidding Procedure provided in Section 707(c) of the Charter shall include a reference to and shall be issued subject to the provisions of this ordinance.

SECTION 5  
\_\_\_\_\_ SEVERABILITY

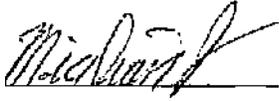
If any provision of this ordinance is declared invalid, that decision shall not affect the remaining provisions of this ordinance, which shall continue in full force and effect.

SECTION 6

\_\_\_\_\_ EFFECTIVE DATE \_\_\_\_\_

This ordinance shall be effective thirty (30) days after publication as required by Section 7-157 of the Connecticut General Statutes, as amended.

Approved by the Town Council, Town of Wolcott, this -LL: d a y o f S o  
1994.



EUGrE A. MIGL , JR.  
MAYOR, TO OF WOLCOTT

-ut)4/11i-

\_\_\_\_\_ STEVEN P. BOSCO  
CHAIRMAN, WOLCOTT- TOWN COUNCIL DATE:  
\_\_\_\_\_

**ORDINANCE 92**

ORDINANCE CONCERNING DELINQUENT TAXES  
AND DENIAL OF PERMITS, TOWN CONTRACTS AND VENDOR PAYMENTS

BE IT ORDAINED by the Town Council of the Town Wolcott, in a meeting duly assembled, that the following ordinance is adopted:

PREAMBLE

The purpose of the following Ordinance is to establish fair and equitable guidelines for all taxpayers and to aid in the efficient operation of municipal government and its agencies within the Town of Wolcott. It is the intent of the Town of Wolcott that all taxes must be paid in full before any Contract is awarded, permits are issued, or vendors are paid. It is not the intent of this Ordinance to punish or penalize any taxpayer but rather to be fair to all paying taxpayers by encouraging the payment of outstanding taxes.

SECTION 1:

For the purpose of this ordinance, the following definitions shall apply:

"Delinquent amounts" shall refer to any delinquent real or personal property taxes, any delinquent sewer assessments or usage charges, or any delinquent water "" assessments or usage charges; and any interest, fees and charges thereon.

"Peter shall mean any individual,, firm, company, limited liability company, partnership, association, society, corporation, group, or other entity or any officer, director, member (managing or otherwise), stockholder, agent, or partner of said firm, company, limited liability company, partnership, association, society; corporation, group or other entity.

SECTION 2:

No official or agent of the Town of Wolcott, or any member of any board, office, department, commission or agency thereof shall issue a certificate of occupancy, zoning, building, inland wetlands, driveway or any other permit for the use of or improvements to real property to any owner thereof or other applicant from whom any delinquent amounts are owed to the Town of Wolcott or for any real property for which any delinquent amounts are owed to the Town, except as provided in Section 4 below.

At the time any such application for a certificate or permit is filed, the applicant shall submit to the appropriate Town Official having authority to issue such certificate or permit, sufficient written evidence from the Wolcott Tax Collector that there are no delinquent amounts due to the Town from the owner of the real property for which said application is made and from the applicant if other than the owner.

This section shall not be deemed to apply to those applications for permits which involve repair or construction work ordered by a public agency or for emergency work to be performed for public health and/or safety concerns, nor shall it apply to those applicants who are making improvements to their real property with loans or grants received under any

SECTION 3:

No payment shall be made by the Treasurer of the Town of Wolcott or by any other Town Official, department head, employee, board, commission or agency to any person who has sold goods or provided services to the Town or to any board, office, department, commission or agency thereof, if, at the time said payment is due, it is determined that said person owes delinquent amounts to the Town, provided that no such payment to be withheld shall exceed the delinquent amounts owed at the time of the withholding. Any such sums withheld pursuant to this section shall be paid to the Tax Collector and applied against the

outstanding delinquent amounts owed by such person, first to any outstanding interest, fees and charges and then to the outstanding principal balance. This section shall not apply to the payment of wages to employees of the Town of Wolcott, or any board, office, department, commission, or agency thereof.

SECTION 4:

Notwithstanding anything provided hereinbefore to the contrary, no certificate or permit under Section 2 hereof shall be withheld if the person owing said delinquent amounts has entered into a written agreement with the Town of Wolcott, by and through the Wolcott Tax Collector, which shall provide for an immediate payment to the Town of all outstanding interest, fees and charges included in said delinquent amounts and at least one half of the principal balance owed, and a payment plan requiring the balance of said delinquent amounts to be paid in equal monthly installments over a period of no greater than twenty-four months from the date of said agreement. In the event any person owing delinquent amounts is unable to enter into such agreement with the Tax Collector as a result of severe financial hardship, such person may propose to said Tax Collector an alternate method for paying said delinquent amounts which, if acceptable to the Tax Collector, shall be subject to the approval of the Town Council. In either event, interest shall continue to accrue on said delinquent amounts at the rate allowed by law. Any such payment agreement shall be in addition to, and not in lieu of, any and all other collection methods and remedies available to the Tax Collector as allowed by law.

SECTION 4: (con't.) In the event any person enters into a written agreement with the Tax Collector as provided hereinbefore, or proposes an alternate method of paying said delinquent amounts which proposal is acceptable to the Tax Collector and approved by the Town Council, proof of any such agreement or approval shall be delivered to the appropriate Town Official having authority to issue such certificate or permit prior to the issuance of such certificate or permit

The exception provided in paragraph (A) of this section and any agreement entered into pursuant thereto shall be for the sole purpose of allowing a person owing delinquent amounts to obtain a certificate or permit and shall not in any way constitute, or to be construed to constitute, an agreement by the Town of Wolcott or the Tax Collector to forebear the collection of said delinquent amounts during the period of the approved monthly payment plan. The Tax Collector shall continue to have the right to exercise all powers allowed by law to collect said delinquent amounts sooner than set forth in said agreement and at no time shall the Town be required to stay or forestall any other collection methods or remedies during such period.

SECTION 5:

If the "Person" as defined in Section 1 (b) owes any money to the Town of Wolcott, said person shall be deemed ineligible to bid any municipal project until such time as payment is made or arrangements are made in accordance with Section 4 (C) supr

SECTION 6:

The Treasurer and Tax Collector of the Town of Wolcott shall coordinate their activities so that the purpose and intent of this ordinance may be carried out. All other officials, department heads and employees of the Town shall coordinate their activities with those of the Tax Collector and Treasurer in a like manner.

SECTION 7:

Any person entering into any contract with the Town of Wolcott or doing business with the Town shall be deemed to have expressly consented and agreed to the terms of Section 3 of this ordinance which terms shall become an integral part of the contract or agreement between such person and the Town, even if not specifically set forth in said contract or agreement.

SECTION 8:

All invitations to bid extended to prospective Proposers in the award of municipal contracts subject to the public bidding procedure provided in Section 707 (c) of the Town of Wolcott Charter shall include a reference to this ordinance provided, however, that the failure of any invitation to bid to include such reference shall in no way affect the validity of the invitation or the applicability of this ordinance.

SECTION 9:

If any provision of this ordinance is declared invalid, the remaining provisions hereof shall continue in full force and effect.

SECTION 10:

The ordinance entitled "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town Contracts, and Vendor Payments", (#77), which was enacted by the Town Council on April 16, 1996 is hereby repealed on the effective date of this ordinance (#92).

This ordinance was approved at a Regular Meeting by the Wolcott Town Council on September 2, 2008 and becomes effective on September 26, 2008.

Thomas G. Dunn, Mayor      Mark Wagner, Chairman  
Town of Wolcott      Wolcott Town Council      \_\_\_\_\_  
Date      Date  
\_\_\_\_\_

CERTIFICATION

1, Dolores C. Slater, Town Clerk for the Town of Wolcott, do hereby certify that the above is a true and correct copy of Ordinance #92 adopted by the Town Council at its regular meeting on September 2, 2008 in which a quorum was present and acting throughout and that the ordinance has not been modified,

\_\_\_\_\_ and \_\_\_\_\_ rescinded, or revoked and is at present in full force effect.

Dolores C. Slater, Town Clerk Date

Public Hearing Date: September 2, 2008 Approved by Town Council: September 2, 2008 Date Published: September 5, 2008

Effective Date: September 26, 2008 (21 days after publication)