



BOARD OF SEWER COMMISSIONERS

Regular Meeting Agenda

Tuesday, November 21, 2023 6:00 p.m.

Meeting will be held at the Bristol Water & Sewer Department, Water Filtration Plant, 1080 Terryville Ave., Bristol, CT.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of the minutes of the October 17, 2023 Regular Board Meeting
5. Approval of the Department Reports for the Month of October 2023
6. Public Participation
7. Customer Correspondence
8. Committee Reports
9. Award Contract 2P24-008 Engineering Services Relative to Design of Improvements for the Aeration & Nitrification System for \$218,965.00
10. Superintendent's Report
11. Old Business
12. New Business
13. Adjournment

Next Meeting: Tuesday, December 19, 2023 at 6:00 pm

BOARD OF SEWER COMMISSIONERS

OCTOBER 17, 2023 – REGULAR MEETING

PRESENT: Chairperson Phelan; Commissioners Ferrier, Porrini and Cunningham. Council Liaison Jacqueline Olsen.

Absent: Commissioner Dunn.

STAFF PRESENT: Superintendent Robert Longo; Sean Hennessey, Director of Sewer; Assistant Superintendents Pagliaruli, Bolduc and Dawn LaBella, Office Manager.

1) CALL TO ORDER.

Chairperson Phelan called the meeting of the Board of Sewer Commissioners to order at 6:00 p.m.

2) PLEDGE OF ALLEGIANCE.

3) MOMENT OF SILENCE.

4) APPROVAL OF THE MINUTES OF THE SEPTEMBER 19, 2023 REGULAR BOARD MEETING.

On motion of Commissioner Porrini and seconded, it was unanimously voted to approve the September 19, 2023 minutes as presented.
Motion passed.

5) APPROVAL OF THE DEPARTMENT REPORTS FOR THE MONTH OF SEPTEMBER 2023.

On motion of Commissioner Cunningham and seconded, it was unanimously voted to approve the September 2023 Department Reports as presented.
Motion passed

6) PUBLIC PARTICIPATION.

None.

7) CUSTOMER CORRESPONDENCE.

None.

8) COMMITTEE REPORTS.

None.

9) SUPERINTENDENT'S REPORT.

No action taken.

10) OLD BUSINESS.

None.

11) NEW BUSINESS.

None.

12) ADJOURNMENT.

At 6:18 p.m., on motion of Commissioner Ferrier and seconded, it was unanimously voted to adjourn.

ATTEST: _____

Renee M. LaMarre

Water & Sewer Administrative Assistant

CASH STATEMENT SEWER

SEWER OPERATING

BALANCE: OCT 1, 2023	\$	9,513,240.98
ACCOUNTS RECEIVABLE	\$	717,106.28
SERVICE ACCOUNTS	\$	115,060.82
TRANSFERS IN (OUT)	\$	-
DISBURSEMENTS	\$	(681,991.13)
BALANCE: OCT 31 30, 2023	\$	<u>9,663,416.95</u>

SEWER CAP/NR

BALANCE: OCT 1, 2023	\$	5,974,013.26
TRANSFERS IN (OUT)	\$	-
DISBURSEMENTS	\$	(91,510.68)
BALANCE: OCT 31, 2023	\$	<u>5,882,502.58</u>

SEWER PAYROLL

BALANCE: OCT 1, 2023	\$	156,033.23
TRANSFERS IN (OUT)	\$	156,642.21
DISBURSEMENTS	\$	(151,409.17)
BALANCE: OCT 31, 2023	\$	<u>161,266.27</u>

SEWER BILLING

SEWER BILLS RENDERED OCT 2023:	\$	660,292.91
SEWER BILLS REMAINING UNPAID AS OF SEP 2023:	\$	<u>235,707.05</u>

WPC BUDGET VS. ACTUAL
October-23

Account Description	Project Number	2024	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	TO DATE	%
		APPROVED	JULY	AUGUST	SEPTEMBER	OCTOBER	TO DATE	TO DATE	2023 2024	2023 2024
INTEREST INCOME		15,000.00					0.00	0.00%		
SEWER ASSESSMENTS & ADJUSTMENT		55,000.00					0.00	0.00%		
ASSESS-INT, LIENS & PENALTIES		1,000.00					0.00	0.00%		
CUSTOMER DUMPING FEES		98,150.00	10.00				48,078.00	48,098.00	49.00%	
COMMERCIAL SEWER USER FEE		1,766,450.00	170,926.05	165,637.99	76,763.72	201,086.57	614,414.33	34.78%		
DOMESTIC SEWER USER FEE		4,775,160.00	399,042.37	422,784.44	386,237.51	389,523.78	1,597,588.10	33.46%		
FACTORY SEWER USER FEE		192,975.00	34,066.17	340.07	2,585.28	42,578.40	79,569.92	41.23%		
PUBLIC SEWER USER FEE		287,105.00	22,419.44	40,917.08	19,369.60	31,448.47	114,154.59	39.76%		
SEWER CONNECTION PERMITS		130,000.00	1,600.00		80.00	21,590.00	23,270.00	17.90%		
MISCELLANEOUS-OTHER		16,025.00	103.00	17,210.00			17,313.00	108.04%		
MISC REVENUE LIENS		26,885.00	850.00	1,200.00	5,200.00	42,922.82	50,172.82	186.62%		
SEWER PENALTY FEE		47,395.00	8,068.58	4,298.24	-26.67	8,297.96	20,638.11	43.54%		
		7,411,145.00	637,085.61	652,387.82	490,219.44	785,526.00	2,565,218.87	34.61%		
REGULAR WAGES-WPC		1,840,178.00	149,569.76	132,147.25	134,220.19	137,874.48	553,811.68	30.10%		
OVERTIME WAGES & SALARIES		56,762.00	4,318.53	1,650.83	4,836.78	5,426.91	16,233.05	28.60%		
OTHER WAGES		22,420.00	1,927.96	1,868.64	2,005.55	1,916.38	7,718.53	34.43%		
WORKERS' COMP SALARY		0.00					0.00			
LIFE INSURANCE		2,825.00	199.74	262.32	387.48	284.18	1,133.72	40.13%		
WORKERS COMPENSATION INS		114,000.00					0.00	0.00%		
DISABILITY INSURANCE		550.00					0.00	0.00%		
F.I.C.A. & MEDICARE		146,829.00	11,196.24	9,823.02	10,235.85	10,540.27	41,795.38	28.47%		
(OPEB) RETIREMENT BENEFITS		59,090.00					0.00	0.00%		
CLOTHING ALLOWANCE		3,780.00	679.03	174.42			853.45	22.58%		
PROFESSIONAL FEES & SERVICES		146,935.00	1,876.45	5,829.20	3,736.69	4,343.43	15,785.77	10.74%		
ADMINISTRATIVE FEES		80,000.00					57,000.00	71.25%		
PUBLIC UTILITIES		740,000.00					42,436.85	32.60%		
WATER & SEWER CHARGES		14,000.00	1,596.54	135,595.43	63,207.57	1,841.19	241,239.85	24.56%		
TIPPING FEES		1,197,580.00		105,557.14	110,034.82	98,396.45	313,988.41	26.22%		
REFUSE		500.00		102.60	102.60		205.20	41.04%		
REPAIRS & MAINTENANCE		75,000.00	3,145.01	12,852.59	9,785.84	10,821.66	36,605.10	48.81%		
COLLECT SYSTEM MAIN & REHAB		115,000.00		61,682.11	7,580.00		69,262.11	60.23%		
MOTOR VEHICLE SERVICE & REPAIR		15,000.00	6,633.67				6,633.67	44.22%		

WPC BUDGET VS. ACTUAL
October-23

Account Description	Project Number	2024 APPROVED	ACTUAL JULY	ACTUAL AUGUST	ACTUAL SEPTEMBER	ACTUAL OCTOBER	ACTUAL TO DATE	% TO DATE
		BUDGET	2023 2024	2023 2024	2023 2024	2023 2024	2023 2024	2023 2024
MAJOR REPAIRS		150,000.00		238.53			238.53	0.16%
RENTS & LEASES		4,000.00	280.88	150.86	1,429.96	953.99	2,815.69	70.39%
LIABILITY INSURANCE		89,310.00		67,604.07	1,198.22		68,802.29	77.04%
TELEPHONE		2,600.00	1,076.84	587.90	562.10	235.95	2,462.79	94.72%
POSTAGE		24,500.00					0.00	0.00%
TRAVEL REIMBURSEMENT		100.00					0.00	0.00%
PRINTING & BINDING		300.00					0.00	0.00%
ADVERTISING		500.00					0.00	0.00%
LABORATORY SUPPLIES		16,000.00	2,122.03	1,147.04	3,371.39	642.83	7,283.29	45.52%
MAINT SUPPLIES & MATERIALS		750,000.00	21,073.53	168,647.35	95,996.74	118,471.16	404,188.78	53.89%
PROGRAM SUPPLIES		66,220.00	795.29	9,454.33	2,704.66	972.99	13,927.27	21.03%
NATURAL GAS		33,000.00	0.00	1,007.21	1,006.31	1,083.90	3,097.42	9.39%
MOTOR FUELS		32,220.00	50.00	2,348.50	2,379.06	50.00	4,827.56	14.98%
MOTOR VEHICLE PARTS		3,800.00		98.37	167.26		265.63	6.99%
TIRES		6,500.00					0.00	0.00%
OFFICE SUPPLIES		3,000.00	24.01	1,156.96	286.26	20.72	1,487.95	49.60%
RENOVATE OPERATIONS INTERIOR	24001	100,000.00	5,000.27	13,730.47	58,217.86	10,913.00	87,861.60	87.86%
SPARE SECONDARY DRIVE	24002	100,000.00					0.00	0.00%
BUILDING HEATERS	24003	10,000.00					0.00	0.00%
PUMPING STATION TREET REMOVAL	24004	10,000.00					0.00	0.00%
PAINT WOOSTER COURT DRY-CAN PUMPING STATION	24005	10,000.00					0.00	0.00%
MAJOR REPAIRS TO EQUIPMENT					20,444.49	34,468.78	54,913.27	0.00%
CONFERENCES & MEMBERSHIPS		1,000.00					0.00	0.00%
SCHOOLING & EDUCATION		3,000.00		1,211.00	150.00	120.00	1,481.00	49.37%
LIEN FEES		4,500.00	1,000.00	2,365.00	1,755.00	1,240.00	6,360.00	141.33%
CONTINGENCY		130,000.00		10,203.65	835.94		11,039.59	8.49%
MISCELLANEOUS		11,000.00					0.00	0.00%
REFUNDS OF SEWER USE FEES		2,500.00					0.00	0.00%
		6,194,499.00	212,565.78	747,496.79	536,638.62	540,055.12	2,036,756.31	32.88%
TRANS OUT CWF		541,165.00	47,122.56	47,122.56	47,122.56		141,367.68	26.12%
TRANSFER OUT DEBT SERVICE		166,500.00	139,400.00			7,748.75	147,148.75	88.38%
TRANSFER OUT INTERNAL SERVICE		508,979.00	67,425.98	34,426.21	34,425.75	36,052.56	172,330.50	33.86%
		1,216,644.00	253,948.54	81,548.77	81,548.31	43,801.31	460,846.93	37.88%
		7,411,143.00	466,514.32	829,045.56	618,186.93	583,856.43	2,497,603.24	33.70%

WPC BUDGET VS. ACTUAL
October-23

Account Description	Project Number	2024 APPROVED BUDGET	ACTUAL JULY 2023 2024	ACTUAL AUGUST 2023 2024	ACTUAL SEPTEMBER 2023 2024	ACTUAL OCTOBER 2023 2024	ACTUAL TO DATE 2023 2024	% TO DATE 2023 2024
CARRYOVERS FROM PREVIOUS BUDGET YR								
BAR SCREEN ASSEMBLY				1,568.50			613.00	
ATS BROAD ST PUMP STATION					1,885.00			
SECURITY CAMERAS					46,150.88			

EDWARD C. KRAWIECKI, JR.
CORPORATION COUNSEL

THOMAS W. CONLIN
ASSISTANT CORPORATION COUNSEL

JEFFREY R. STEEG
ASSISTANT CORPORATION COUNSEL

SCOTT MATNEY
ASSISTANT CORPORATION COUNSEL

NOELLE BATES
LEGAL ADMINISTRATOR

GENNESIS OJEDA
LEGAL ADMINISTRATIVE ASSISTANT



CITY HALL
111 NORTH MAIN STREET
BRISTOL, CONNECTICUT 06010
Tel. (860) 584-6150

City of Bristol

BRISTOL, CONNECTICUT 06010

Office of Corporation Counsel

MEMORANDUM

TO: Roger Rousseau, Purchasing Agent

FROM: Jeffrey R. Steeg, Assistant Corporation Counsel *JRS/ntb*

DATE: October 23, 2023

RE: Contract 2P24-007 Engineering Services Relative to Design of Improvements
For the Aeration and Nitrification System

Our office has reviewed the above-mentioned Amended Contract and finds it in proper form for execution by the Mayor or acting Mayor as approved by the City Council on November 21, 2023.

Please feel free to contact us if you have any questions.

JRS/ntb

CONTRACT FOR PROFESSIONAL SERVICES
BRISTOL, CONNECTICUT
Contract 2P24-007

Engineering Services Relative to Design of Improvements for the Aeration and Nitrification System

This Agreement made this ____th day of _____ 2023, by and between the **Board of Sewer Commissioners** for the **City of Bristol**, a municipal corporation located in the County of Hartford and State of Connecticut, hereinafter termed "City", and **Hazen and Sawyer, P.C.**, a New York company qualified to do business in the State of Connecticut, with an office at **100 Great Meadow Road, Suite 702, Hartford, CT 06109** hereinafter termed "Consultant".

WITNESSETH:

WHEREAS, the City seeks to make improvements for the aeration and nitrification system;

WHEREAS, the Consultant is to perform engineering services as needed and as requested by the City of Bristol, as outlined in the City of Bristol Request For Proposals 2P24-007, the Consultant qualifications dated **July 12, 2023**, and the consultant scope of fees dated September 22, 2023, representing that the Consultant is experienced and qualified to carry on such work;

NOW, THEREFORE, the City and the Consultant, for the consideration and in accordance with the terms and conditions hereinafter set forth, hereby agree as follows:

1. The Consultant hereby represents, warrants and covenants to the City as of the date hereof the following:
 - A. The undersigned representative of the Consultant has been authorized and empowered to execute this Contract by a Resolution of its Board of Directors.
 - B. The Consultant is experienced in the services required for the completion of services required within this contract, and the Consultant and its agents and employees are qualified to perform the duties contemplated under the Contract.
 - C. The Consultant employs and will maintain employment of during the term of the Contract, appropriate staff to complete the services outlined herein.
 - D. No statement of fact made by or on behalf of the Consultant in this Contract, in the Contract Specifications, or in any certificate or exhibit furnished to the City pursuant

hereto contains any untrue statements of a material fact or omits to state any material fact necessary to make statements contained therein or herein not misleading.

- E. The Consultant understands all the terms and conditions of this Contract, including the Contract Specifications, and hereby agrees to adhere to the Contract Specifications and attached Exhibits which are hereby made a part of the Contract.

2. EMPLOYMENT OF CONSULTANT:

The City hereby engages the Consultant and the Consultant hereby agrees to perform all of the services and furnish all of the records, materials, forms and supplies required by and in complete accordance with the City of Bristol's Request For Proposals ("RFP"), entitled 2P24-007, a copy of which is attached hereto marked Exhibit A, the Consultant's qualifications dated July 12, 2023, a copy of which is attached hereto marked Exhibit B, and the Consultant's proposal containing scope of work and fee, a copy of which is attached hereto marked Exhibit C.

In the event that exhibits have different standards as to any performance requirement, the more stringent requirement shall prevail.

3. COMMENCEMENT AND COMPLETION:

- A. Following execution of this Contract, the Consultant shall commence work within five (5) working days from the date of an assignment of work, for which a purchase order shall be issued for said work assignment.
- B. The Consultant agrees to complete the work in accordance with the Contract Specifications set forth in Exhibits A through C.
- C. The Consultant agrees to adhere to the time schedule for the work as set forth in the Contract Specifications set forth in Exhibit C.

4. USE OF DOCUMENTS:

All files and/or drawings developed through this Contract shall be considered the property of the City of Bristol, whether or not an assignment is completed.

5. RESPONSIBILITIES OF THE CITY:

The City shall do the following in a timely manner so as not to delay the services of the Consultant and shall bear all costs incident thereto:

- 5.1 Pay the Consultant in accordance with the terms of this Contract.
- 5.2 Designate in writing a person to act as the City's representative with respect to the services to be performed or furnished by the Consultant under this Contract. Such person will have complete authority to transmit instructions, receive information, interpret, and define the City's policies and decisions with respect to the Consultant's services for the Project.
- 5.3 Assist the Consultant by placing at its disposal all available information pertinent to the work, including previous drawings or reports and, as applicable to the services, any other data relative to design or construction of a work assignment, all of which the Consultant shall be entitled to rely upon.

6. COMPENSATION:

The City agrees to pay to the Consultant the amount of **two hundred eighteen thousand nine hundred sixty-five dollars and zero cents [\$218,965.00]**, in accordance with amounts as outlined in Exhibit C and as summarized below, as compensation for the Consultant's services to be performed and the records, materials, forms and supplies to be furnished by the Consultant.

Kickoff meeting and documents review	\$ 9,082.00
Assess existing conditions	47,628.00
Preliminary research and investigation toward funding assistance	7,696.00
Development of recommendations and implementation plan	12,340.00
Provision of detailed design at 75% and 100% completion	103,213.00
Funding assistance, inclusive of development of funding applications	5,696.00
Bid phase assistance	9,702.00
Project management	11,256.00
QA/QC	<u>12,352.00</u>
Contract total amount:	\$ 218,965.00

The Consultant and the City agree that payment for work completed shall be made within thirty days of performance of such services, or within thirty (30) days of receipt of properly executed invoice, whichever comes later.

Reimbursement for mileage and other associated travel costs that are solely relevant to travel to Bristol CT are specifically identified as not compensable.

7. INDEMNIFICATION:

The Consultant agrees to indemnify and save harmless, the City of Bristol, as well as its officers, agents and employees from any and all claims and losses to the extent caused by the negligent act, error or omission of the Consultant resulting from performance under this Contract, except to the extent caused by the negligent acts of the City of Bristol, or its officers, agents or employees.

8. INSURANCE:

The Consultant shall provide to the City a certificate of insurance, naming the City of Bristol as additional insured, for the following:

- General liability (including completed operations coverage) in the amounts of \$1,000,000 (combined single limit) Bodily Injury/Property Damage coverage per occurrence, and \$2,000,000 general aggregate coverage.
- Automobile Liability in the amount of \$1,000,000 (combined single limit), Property Damage and Bodily Injury coverage.

Additionally, the Consultant shall provide to the City a certificate of insurance reflecting the following coverage:

- Professional Liability, in an amount not less than \$500,000.00 per occurrence and \$1,000,000.00 aggregate.
- Worker's Compensation as defined in the Connecticut General Statutes.

The Consultant shall maintain professional liability insurance until the expiration of the statute of limitations. In the event there is no statute of limitations specifically applicable to an assignment, the Consultant shall maintain coverage for a reasonable period after the date of

substantial completion of the project, as agreed to by the City and the Consultant. The Consultant shall provide renewed certificates of insurance to the City thirty (30) days prior to the expiration of a certificate.

Any sub-consultant to the Consultant shall be likewise covered, and shall furnish certificates of coverage acceptable to the City before starting work.

9. ASSIGNMENT OF CONTRACT:

The Consultant agrees that it shall not assign, transfer or sublet the Contract, or any interest or part therein, without first receiving written approval from the City, and further agrees that any such assignment or transfer or subletting without prior written approval of the City shall, in every case, be null and void, and further agrees that such approval by the City shall not release the Consultant from any responsibility or liability as set forth in this Contract and the Contract Specifications.

10. TERMINATION:

A. *TERMINATION BY THE CONSULTANT*

If the City fails to make payment as provided in Section 5.1 for a period of 30 days, the Consultant may, upon seven additional days' written notice to the City, terminate the Contract and recover from the City payment for work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

B. *TERMINATION BY THE CITY FOR CAUSE*

The City may terminate the Contract if the Consultant

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Consultant and its Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

When any of the above reasons exists, the City may, without prejudice to any other remedy the City may have and after giving the Consultant seven days' written notice, terminate the Contract and take possession of all materials prepared by the Consultant relative to this contract and may finish the work by whatever reasonable method the City may deem expedient. During the seven day notice period, the Consultant shall have the option to present to the City a plan to remedy the notice for termination for cause, which may be accepted by the City at its sole discretion. Upon request of the Consultant, the City shall furnish to the Consultant a detailed accounting of the costs incurred by the City in finishing the work.

When the City terminates the Contract for one of the reasons stated above in this section, the Consultant shall not be entitled to receive further payment until the work is finished.

C. *TERMINATION BY THE OWNER FOR CONVENIENCE*

The City may, at any time, terminate the Contract for the City's convenience and without cause, upon thirty (30) days' advance notice. Under such circumstances, this Agreement shall terminate on the date set forth in the notice from the City. The Consultant agrees to immediately prepare to cease performing all services on the date of termination and shall otherwise cease, to the extent practicable, incurring costs chargeable to the City under this Contract as of the date of termination. To the extent that the City elects (and Consultant hereby grants to the City the right to elect to do so in connection with termination of this Contract) to take legal assignment of subcontracts, the Consultant shall, as a condition of receiving the payments referred to in this Article and otherwise under this Agreement, at the City's sole cost and expense, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Consultant, as the City may require for the purpose of fully vesting in the City the rights and benefits of the Consultant under such subcontracts. In the event an attempted termination by the City or excuse is not justified, it shall be deemed a termination under this Paragraph. The Consultant shall be entitled to receive payment for work executed, and costs incurred by reason of such termination of convenience, along with reasonable overhead and profit on the work not executed.

11. SEVERABILITY:

In the event that any part of any clause or provision of the Contract or Contract Specifications as set forth in Exhibits A through C are judicially determined to be invalid or unenforceable, it shall be deemed severable from the remainder of that clause or provision, and such remainder shall be binding upon the parties to this Contract.

12. WAIVER:

No action or failure to act by the City shall constitute a waiver of any right or duty afforded it under the Contract or Contract Specifications, nor shall it prohibit the City from future exercises of any such right.

13. ENTIRE AGREEMENT:

This Contract, including Exhibits A through C, contains the complete and entire agreement between the parties and may not be modified or amended except in a writing executed by the parties hereto.

14. GOVERNING LAW:

This Contract shall be interpreted and governed under the laws of the State of Connecticut and by the courts of the State of Connecticut.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

____th day of _____, 2023.

Signed in the presence of: _____

City of Bristol, Connecticut

Hazen and Sawyer, P.C.

By _____ date _____
Elizabeth Phelan
Chair, Board of Sewer Commissioners
Chair, Board of Water Commissioners

By _____ date _____
Benjamin Levin,
Associate Vice President

This Contract was approved by vote of the
Board of Sewer Commissioners of Bristol, CT
on the 21st day of November, 2023.

Approved as to technical content:
Water Pollution Control Facility

Renee M. LaMarre
Recording Secretary

date

Robert Longo, Superintendent

date

Approved as to form:
Office of Corporation Counsel

 10/23/2023

Corporation Counsel, date

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss. Bristol

On this ____th day of _____, 2023, before me, the undersigned officer, personally appeared **Elizabeth Phelan**, who acknowledged herself to be **the Chair of the Board of Sewer Commissioners for the City of Bristol**, a municipal corporation, and that she, as such Chair, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as Chair of the Board of Sewer Commissioners for the City of Bristol.

IN WITNESS WHEREOF, I have hereunto set my hand.

Notary Public

STATE OF CONNECTICUT)
)
COUNTY OF HARTFORD) ss. Bristol

On this ____th day of _____, 2023, before me, the undersigned officer, personally appeared **Benjamin Levin**, who acknowledged himself to be **Associate Vice President of Hazen and Sawyer, P.C.** a corporation, and that he, as such **Associate Vice President**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as **Associate Vice President**.

IN WITNESS WHEREOF, I hereunto set my hand.

Notary Public