BOARD OF WATER COMMISSIONERS

Regular Meeting Agenda - REVISED

Tuesday, August 20, 2024 6:15 p.m.

Meeting will be held at the Bristol Water & Sewer Department, Water Filtration Plant, 1080 Terryville Ave., Bristol, CT. or join via Zoom: Meeting ID:845 169 6140, Passcode: 123456; Dial in: 1-929-205-6099.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Approval of the minutes of the July 16, 2024 Regular Board Meeting
5. Approval of the Department Reports for the Month of July 2024
6. Public Participation
7. Customer Correspondence
   1. 85 Illinois Ave.
   2. 31 Dallas Ave.
8. Water Main Extension Application: Village St.-Cold Springs Phase IV – William DelFino
9. Timber Sale
10. Transfer of $90,879.89 From Capital Equipment to Fund Over Expenditures of:
    - $2,916.07 in the Advertising Account
    - $4,298.83 in the Clothing Allowance Account
    - $77,013.82 in the Professional Service Account
    - $3,951.17 in the Miscellaneous Account
    - $2,700.00 in the Sewer Use Fee Account
11. Transfer of $484,988.14 From Capital Outlay to Fund Over Expenditures of:
    - $6,214.12 in the Motor Fuels Account
    - $428,021.44 in the Maintenance Supplies & Materials Account
    - $7,763.29 in the Motor Vehicle Parts & Supplies Account
    - $1,603.07 in the Fuel Oil Account
    - $41,386.22 in the Chemical Treatment Account

Next Meeting: Tuesday, September 17, 2024 6:15 p.m.

12. Committee Reports
13. Investments
14. Superintendent’s Report
15. Chairperson’s Report
16. Old Business
17. New Business
18. Adjournment

Next Meeting: Tuesday, September 17, 2024 6:15 p.m.

BOARD OF WATER COMMISSION
JULY 16, 2024 – REGULAR MEETING

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

STAFF PRESENT: Superintendent Robert Longo; Assistant Superintendents Pagliaruli, Bolduc and Keegan.

1) CALL TO ORDER.

   Chairperson Phelan called the meeting of the Board of Water Commission to order at 7:03 p.m.

2) PLEDGE OF ALLEGIANCE.

3) MOMENT OF SILENCE.

4) APPROVAL OF THE MINUTES OF THE JUNE 18, 2024 REGULAR MEETING.

   On motion of Commissioner Cunningham and seconded, it was unanimously voted to approve the June 18, 2024 regular meeting minutes as presented.
   Motion passed.

5) APPROVAL OF THE DEPARTMENT REPORTS FOR THE MONTH OF JUNE 2024.

   On motion of Commissioner Porrini and seconded, it was unanimously voted to approve the June 2024 Department Reports as presented.
   Motion passed.

6) PUBLIC PARTICIPATION.

   None.

7) CUSTOMER CORRESPONDENCE.

   1. 49 South Street Ext.: Requesting to have the $125.00 reinstate fee reimbursed.

      On motion of Commissioner Porrini and seconded, it was unanimously voted that no recourse be given to 49 South Street Ext.
      Motion passed.

   2. 81 Geary Avenue: Requesting a waiver for the $170.00 service callout fee on February 22, 2024.

      On motion of Commissioner Ferrier and seconded, it was unanimously voted that no

recourse be given to 81 Geary Avenue.
Motion passed.

3. 32 Elm Street: Requesting to have the penalties and lien fees waived.

   On motion of Commissioner Dunn and seconded, it was unanimously voted that no recourse be given to 32 Elm Street.
   Motion passed.

8) GIS.

No action taken.

9) SAFE YIELD AND MOS FINAL REPORT – HAZEN.

No action taken.

10) COMMITTEE REPORTS.

None.

11) INVESTMENTS.

None.

12) SUPERINTENDENTS REPORT.

No action taken.

13) CHAIRPERSONS REPORT.

No action taken.

14) OLD BUSINESS.

None.

15) NEW BUSINESS.

None.

16) ADJOURNMENT.

At 7:43 p.m., on motion of Commissioner Dunn and seconded, it was unanimously voted to adjourn.

ATTEST: ______________________________
Renee M. LaMarre
Water & Sewer Administrative Assistant

BRISTOL WATER DEPARTMENT
JULY 2024

WATER BILLING

Water Bills rendered July 2024	$896,646.52
Water Bills remaining unpaid as of July 2024	$346,584.15

PRECIPITATION

For the Month	5.99 "	Normal	4.17 "	Departure from Normal	1.82 "
For the Year	41.26 "	Normal	26.34 "	Departure from Normal	14.92 "

RESERVOIR CAPACITY

Total Available Capacity - July 2024	1,142,660,000	Gallons	89.385%

PRODUCTION

Monthly Production - July 2024	194,760,080	Gallons
Monthly Production - July 2023	173,563,000	Gallons

CASH STATEMENT WATER	
BALANCE:JULY 1 2024	2,463,352.42
REVENUE:	
ACCOUNTS RECEIVABLE	903,872.72
SERVICE ACCOUNTS	40,582.95
FINES	1,000.00
SEWER ACCOUNTS	819,216.62
LIENS	518.88
PENALTIES	4,726.09
REMOVE METER	100.00
CLOSING COSTS	7,325.00
REINSTATE FEES	11,075.00
ASSESSMENTS	
ADMIN FEE/LIENS (WPC)	14,310.00
LAND LEASE	6,373.25
CELL TOWER LEASE	16,999.92
SCRAP METAL SALES	
TIMBER SALES	
STATE BOND TRANSFERS	344,805.72
TOTAL REVENUE:	2,170,906.15
TOTAL REVENUE SUPER NOW CHECKING ACCOUNT	2,170,906.15
DISBURSEMENTS (VOUCHERS):	896,114.52
TRANSFERS:	
SEWER TRANSFER (BWSD)	819,216.62
TRANSFER TO PROCUREMENT ACCOUNT	
ACCOUNT BALANCES:	
SUPER NOW CHECKING ACCOUNT	
BALANCE: JULY 31 , 2024	2,918,927.43
GOALS ENABLING FUND	
BALANCE: JULY 31 , 2024	5,624,814.08
CONSTRUCTION ACCOUNT	
BALANCE: JULY 1, 2024	127,507.45
DEPOSIT	11,370.00
DISBURSEMENTS	(28,740.30)
BALANCE: JULY 31, 2024	110,137.15
PAYROLL CASH ACCOUNT	
BALANCE: JULY 1, 2024	200,453.32
DEPOSIT	266,527.25
DISBURSEMENTS	(272,496.59)
BALANCE: JULY 31, 2024	194,483.98

2024 2025 BRISTOL WATER DEPARTMENT BUDGET					
Jul-24					
CLASSIFICATION		APPROVED BUDGET 2024 2025	EXPENDED JULY 2024 2025	EXPENDED TO DATE 2024 2025	% TO DATE 2024 2025
SALARIES	$	**2,976,773.70**	$311,930.10	$311,930.10	**10.48%**
FRINGE BENEFITS	$	**1,628,704.00**	$22,091.14	$22,091.14	**1.36%**
OPERATING SERVICES	$	**2,830,250.00**	$113,460.04	$113,460.04	**4.01%**
MATERIALS & SUPPLIES	$	**1,242,158.00**	$102,337.78	$102,337.78	**8.24%**
CAPITAL OUTLAY	$	**2,561,014.00**	$0.00	$0.00	**0.00%**
GRAND TOTAL	$	**11,238,899.70**	**$549,819.06**	**$549,819.06**	**4.89%**
OPERATING SERVICES					
LIGHT & POWER	$	**574,558.00**	$3,518.66	$3,518.66	**0.61%**
TELEPHONE	$	**24,240.00**	$1,523.09	$1,523.09	**6.28%**
POSTAGE	$	**30,300.00**		$0.00	**0.00%**
ADVERTISING	$	**1,000.00**		$0.00	**0.00%**
CLOTHING/UNIFORMS	$	**6,700.00**	$460.29	$460.29	**6.87%**
MAINTENANCE/SERVICE	$	**78,470.00**	$718.42	$718.42	**0.92%**
LEASE	$	**16,509.00**	$1,319.61	$1,319.61	**7.99%**
CONFERENCE & MEMBERSHIP	$	**34,950.00**		$0.00	**0.00%**
TAXES	$	**605,783.00**		$0.00	**0.00%**
PROFESSIONAL SERVICES	$	**289,220.00**	$38,415.67	$38,415.67	**13.28%**
LIENS	$	**4,300.00**	$415.00	$415.00	**9.65%**
MISCELLANEOUS	$	**6,570.00**		$0.00	**0.00%**
CONTRACTOR SERVICES	$	**621,600.00**	$6,268.69	$6,268.69	**1.01%**
DEBT SERVICES	$	**133,250.00**	$6,727.08	$6,727.08	**5.05%**
SEWER USE FEE	$	**10,800.00**	$2,700.00	$2,700.00	**25.00%**
NEW BRITAIN AGREEMENT	$	**392,000.00**	$51,393.53	$51,393.53	**13.11%**
TOTAL OPERATING SERVICES	$	**2,830,250.00**	**$113,460.04**	**$113,460.04**	**4.01%**
SUPPLIES AND MATERIALS					
MOTOR FUELS	$	**62,857.00**	$5,161.95	$5,161.95	**8.21%**
OFFICE SUPPLIES	$	**33,285.00**	$9,726.25	$9,726.25	**29.22%**
MAINTENANCE SUP & MATERIALS	$	**484,000.00**	$38,351.47	$38,351.47	**7.92%**
MV PARTS & SUPPLIES	$	**15,150.00**	$364.57	$364.57	**2.41%**
MV SERVICE & REPAIRS	$	**44,000.00**	$357.77	$357.77	**0.81%**
FUEL OIL	$	**44,963.00**		$0.00	**0.00%**
CHEMICAL TREATMENT	$	**284,200.00**	$37,333.69	$37,333.69	**13.14%**
INSURANCE	$	**273,703.00**	$11,042.08	$11,042.08	**4.03%**
TOTAL SUPPLIES & MATERAILS	$	**1,242,158.00**	**$102,337.78**	**$102,337.78**	**8.24%**
CAPITAL OUTLAY					
CAPITAL EQUIPMENT	$	**300,000.00**		$0.00	**0.00%**
CAPITAL OUTLAY	$	**1,734,750.00**		$0.00	**0.00%**
MISC. UTILITY ASSETS	$	**526,264.00**		$0.00	**0.00%**
CAPITAL OUTLAY TOTAL	$	**2,561,014.00**	**$0.00**	**$0.00**	**0.00%**
GRAND TOTAL	$	**11,238,899.70**	**$549,819.06**	**$549,819.06**	**4.89%**

2024 SHUT-OFFS BREAKDOWN   Still off to date for non-pay: (37)

MONTH/ DISTRICT	*TERMINATION LETTERS SENT*	*DOOR HANGERS DELIVERED*	*# ACCTS. OUTSTANDING @ START OF SHUT-OFF DAY*	*# ACCTS. ACTUALLY SHUT-OFF THROUGHOUT SHUT-OFF DAY*	*# ACCTS. STILL OFF @ END OF SHUT-OFF DAY*	*# ACCTS. THAT REMAINED OFF @ END OF MONTH*
JANUARY 03	458	331	41	27	8	2
FEBRUARY 01	380	269	42	28	11	5
MARCH 02	432	N/A	77	63	14	3
APRIL 03	428	N/A	124	100	25	8
MAY 01	369	N/A	80	64	15	5
JUNE 02	338	N/A	89	69	19	7
JULY 03	317	N/A	79	62	23	6
AUGUST 01	337	N/A				
SEPTEMBER 02						
OCTOBER 03						
NOVEMBER 01						
DECEMBER 02						

BEFORE RECEIVING A TERMINATION LETTER, THE CUSTOMER HAS RECEIVED THEIR ORIGINAL BILL PLUS A SECOND AND THIRD NOTICE. Example: Invoiced 8/1, 2nd Notice 9/1, 3rd Notice 10/1. THE TERMINATION LETTER IS SENT APPROX. 1 WEEK AFTER 3RD NOTICE. DOOR HANGERS FOLLOW IN 1-2 WEEKS WITH SHUT-OFF DAY 1 WEEK LATER.

What are you looking for?

Current Monthly Summary ★

Current Month Payment Summary

Payment Type	Number Of Transactions	Total Paid
Credit/Debit Card	625	$120,300.49
EFT (Check)	205	$53,837.21
Online Bank Direct	198	$33,409.46
PayPal	59	$11,422.91
PayPal Credit	3	$524.66
Venmo	8	$1,065.25
Total	1098	$220,559.98

Monthly Invoice Summary

Invoice Count

No records to display.

Paperless Statistics

Invoice Type	Paperless
Water	6919

Auto-Pay Statistics

Invoice Type	AutoPay
Water	3484

Customer Registration Statistics

Customer Count	Registered Count	Registered %
22319	10694	47.91

Pay By Text Registration Statistics

Customer Count	Registered Count	Registered %
4657	3588	77.05

APPLICATION
WATER MAIN EXTENSION

DATE June 21, 2024

I ______________________ DO HEREBY GUARANTEE TO THE BOARD OF WATER COMMISSIONERS THE COST OF INSTALLING APPROXIMATELY 1,100 FEET OF 8" MAIN ON Village Street - Cold Springs Phase IV Subdivision.

TO COVER LOTS # 20-32 & 63-68 (Phase IV of Cold Springs Subdivision
FEET OF ______________ MAIN ON ______________________

TO COVER LOTS # ______________________
FEET OF ______________ MAIN ON ______________________

I HEREBY WAIVE ALL CLAIMS FOR A HEARING ON THIS EXTENSION. I UNDERSTAND THAT I WILL BE OBLIGATED TO MAKE A DEPOSIT WITH THE BRISTOL WATER DEPARTMENT IN THE FULL AMOUNT OF THE ESTIMATED COST OF THIS EXTENSION PLUS THE ESTIMATED COST OF ALL SERVICE LATERALS BEFORE WORK CAN BE STARTED. I ALSO UNDERSTAND THAT AFTER THE WORK IS COMPLETED AND THE ACTUAL COST OF THE EXTENSION AND SERVICE LATERALS HAS BEEN DETERMINED, THIS COST WILL BE COMPARED WITH THE ORIGINAL DEPOSIT. THE BRISTOL WATER DEPARTMENT WILL REFUND THE DIFFERENCE TO ME IF THE COST IS LESS THAN THE DEPOSIT OR IF THE COST IS MORE THAN THE DEPOSIT, I WILL BE BILLED THE DIFFERENCE.

I ALSO UNDERSTAND THAT THE STREETS MUST BE AT SUB-GRADE, THAT ACCURATE LINE AND GRADES MUST BE FURNISHED BY ME AND THAT ANY EXPENSE INCURRED BY THE BRISTOL WATER DEPARTMENT IN RELOCATING OR RAISING WATER MAINS, FIRE HYDRANTS, GATE BOXES OR CURB BOXES AND CURB VALVES BECAUSE OF INCORRECT LINE AND GRADE WILL BE BILLED TO ME. (ALL TRENCH WORK IS TO BE DONE BY THE APPLICANT (EXCAVATION, BACKFILLING AND STREET SURFACING)).

WATER MAIN ESTIMATE: All water main costs by developer

SERVICE LATERAL ESTIMATES: 19 Lots @ $1,700 per lot

TOTAL ESTIMATES: $32,300.00

ESTIMATED BY: ______________________

SIGNATURE OF APPLICANT: William Delfino

D/BA: Industrial Builders & Realty

ADDRESS OF APPLICANT: 785 Middle Street, Bristol, CT 06010

APPROVED FOR
BRISTOL WATER DEPARTMENT ______________________ DATE ____________

CONNWOOD FORESTERS, INC.

39 CHERRY HILL ROAD, PO BOX 150
ROCKFALL, CONNECTICUT 06481
(860) 349-9910
CONNWOOD.COM

A FOREST OWNERS' COOPERATIVE ASSOCIATION SINCE 1945 IN THE STEWARDSHIP OF FORESTS FOR WOOD, WATER, WILDLIFE, RECREATION, AND AESTHETICS.

Timber Sale Bid Opening
For Bemis Street Plymouth 2024
S1998
Plymouth, CT
August 7, 2024

Lump Sum Bid	Bidder Name	Bidder Company and Address	Est. Start Date	Equipment
$26,197.00	Austin Williams	Gutchess Lumber Co, Inc 890 McLean Rd. Cortland, NY 13045	Spring/Summer '25	Skidder/Forwarder
$17,626	Forrest Turner	Maple Ridge LLC 1447 New Litchfield St. Torrington CT	Spring/Summer '25	Harvester/Forwarder
$6,500	Matt Yard	Cedar Ridge Landworks 100 Red Oak Hill Rd. Farmington, CT 06032	Nov/Dec 24	Harvester/Forwarder
$10,640	Peter Marlowe	3308 Durham Rd. Guilford CT 06437 Marlowe Forest Products	Fall	Skidder
$14,800	Bruce Turner	259 Richards Rd. Turner Logging & Firewood		Skidder 450 Timber Jack
$22,222.22	Bill Seitz	564 Niles Rd. New Hartford CT		
$23,101.50	Carl Clavette	19 West Chippen Hill Rd. Burlington CT 06013 Clavette Logging	When ground conditions prevail	Harvester/forwarder

Zane Weinberger
Prepared by: Zane Weinberger **Date:** 8/7/2024

Bill Seitz
Witnessed by: [signature] **Date:** 8 7 24

SALES AGREEMENT
S1998 "Bemis Street Plymouth" Timber Sale
Plymouth, Connecticut

Bristol Water Department (the Seller) agrees to sell certain trees to **XXXX** (the Purchaser), on the terms and conditions stated below. **Connwood Foresters, Inc**. (the Agent) will act as Agent for the Seller in all matters pertaining to the implementation of this Sales Agreement (also referred to as the Agreement or the Contract).

Article A. Description of Trees Being Sold.

1. The Seller agrees to sell to the Purchaser, upon the terms hereinafter stated, **505** trees, which have been marked by the Agent. The sawtimber volume in **505 trees is estimated to be 104 MBF board feet** (International ¼" Rule), and the firewood volume in **192 trees is estimated to be 29 cords.** The trees are located on approximately 51 **acres** of the property of the Seller. Where the context requires or permits, the marked trees may be referred to as "timber" or "logs".
2. The Seller agrees to permit the Purchaser to enter the Seller's property as described above for the purpose of cutting and removing the trees that have been marked for sale to the Purchaser under this Agreement.

Article B. Purchase Price and Terms of Payment.

1. The Seller will sell the trees described in Article A, Paragraph 1 to the Purchaser for the sum of $XXXX.
2. Stumpage payments will be required as follows: 25 percent within two weeks of formal notification of bid award; 25 percent prior to the start of logging; and 50 percent before half of the sawtimber volume is cut (determined by Seller's Agent). All payments must be received no later than half the duration of the contract following the signing of the contract, even if logging has not been started. A performance bond of 2% of the bid but no less than $2,000 must be submitted before logging begins.
3. Payment will be made in the following installments: One installment payment of $XXXX shall be paid at contract signing. A second installment of $XXXX must be made prior to the start of logging. A third and final installment of $XXXX must be paid before half of the trees are cut. Checks will be made payable to "XXXX" and delivered to the Agent, Connwood Foresters, Inc. at P.O. Box 150, Rockfall, CT 06481-0150.

Article C. Warranties.

1. The Seller warrants that it is the legal owner of the property on which the trees are located and that it has full power and perfect right to dispose of the trees as required under this Agreement, and to grant the Purchaser the license and permission described in Article A, Paragraph 2.
2. The Seller and Agent make no guarantees about total volume of the stumpage subject to this Agreement, the quality of the stumpage, or the uses to which it might be best put. The Purchaser has thoroughly inspected the stumpage before signing this Agreement or had a full opportunity to make such inspection. The Purchaser understands that the stumpage summary statistics provided by the Agent are estimates and recognizes that there are factors which might create differences between the mill tally and the summary information provided.

Article D. Term of Contract.

1. Upon the signing of this agreement, the written approval by the Agent of the location of operational installations, and the Purchaser's compliance with other terms and conditions of

this Agreement, logging may commence. All logging activities shall be completed no later than **September 2025**.

2. The Purchaser understands that time is of the essence in the performance of this contract. To protect the environment from unacceptable damage, the Seller or the Agent shall have the right to delay the beginning of logging or halt logging once it has begun. If the Purchaser is not responsible for the delay in logging, the Purchaser will receive an extension of time equal to the amount of the delay. If purchaser is responsible for halting the operation which results in the harvest not being completed within the specified period as stated in paragraph 1 of this article, unless otherwise extended by the seller, then the purchaser shall be responsible for all the Agent's fees incurred by the seller beyond the stated or extended completion date. Any other extension to the term of performance shall be solely at the Seller or Agent's discretion. All extensions shall be in writing and signed by the Seller or the Agent.
3. Unless the context clearly requires otherwise, the "end of the Contract term" shall refer to the completion date stated in paragraph 1 of this Article, as extended by any extensions the Seller or Agent grant.

Article E. Purchaser's Preperformance Obligations.

After signing this agreement, but before beginning logging, the Purchaser shall do the following:

1. Meet with the Agent in the company of the Purchaser's loggers and subcontractors to discuss the specifics of the logging operation.
2. Provide such written acknowledgment as the Agent may require of the locations (and size, where appropriate) of main skid roads, stream crossing, loading sites, logging truck roads and other operational installations as designated by the Agent or Seller.
3. Deliver to the Agent the following certificates of insurance:
    a. Worker's Compensation Insurance as required by law.
    b. In connection with the performance of this Agreement:
    c. Insurance Requirements: An insurance certificate with a minimum of $1,000,000 per occurrence, $2,000,000 aggregate general liability (G/L) insurance, at least a $1,000,000 umbrella policy and the statutory limits for workers' compensation must be submitted.
    d. The City of Bristol needs to be listed as additional insured for G/L and umbrella policies.
    e. The insurance certificate must be emailed to the Connwood Foresters Inc.. Only after the Connwood Foresters Inc. has reviewed the certificate to determine it meets all criteria can work be scheduled. A representative of Connwood Foresters Inc. will contact the contractor to schedule said work.
    f. If the company performing the work does not have workers' compensation insurance because they have no employees, that company cannot access the City of Bristol property to perform any work.
    g. All subcontractors of the Purchaser shall also carry insurance in the amounts described in subparagraph b.
    h. The Purchaser shall furnish the Agent with the required certificates of insurance no later than one week before logging begins.
    i. Coverage under each insurance policy required shall extend for the entire term of this Agreement.
4. Provide all loggers, employees, and subcontractors with copies of Articles E, F, G, H, and I

of this Agreement. All those given copies shall carry them on the job as a reference while working on the Seller's property.

5. Submit a performance deposit of 2% of the bid but no less than $2,000.00 no later than one week before the date on which logging begins. The performance deposit will be made out to "Connwood Foresters, Inc." and held by the Agent until the end of the Contract term described in Article D, Paragraph 1, completion of logging operations, or termination of the Contract, whichever first occurs. The Agent shall then determine whether any breaches of the Agreement have resulted in damage to the Seller's property or to adjacent properties. The Agent shall deliver the determination and repair estimates in writing to the Purchaser within 20 days. The Agent may then apply the performance deposit to restoring the Seller's property or adjacent properties. After restoration is complete, the Agent shall deliver any remaining portion of the performance deposit to the Purchaser.
6. Make all payments which fall due before logging operations begin.
7. Submit copies of appropriate licensing as required by the Connecticut Forest Practices Act, for all contractors or subcontractors working on the harvest.

Article F. Logging Practices: General Requirements.

1. The Purchaser may cut all those trees marked for cutting in the specified areas and remove those trees under the conditions of this agreement. All sawtimber trees designated for cutting are marked with dots at breast height and a dot at ground level with orange paint; trees marked for culls are designated with diagonal orange slashes. All 192 trees marked as culls or firewood must be felled and may be removed at the discretion of the purchaser. Two parallel diagonal slashes or two dots mark the edge of the sale area and are to be cut. No logging activity is allowed beyond these double marks. Topwood in trees marked as sawtimber may be utilized by the Purchaser under the terms of this agreement.
2. Purchaser shall comply with all local regulations and applicable laws of the State of Connecticut and the United States, including OSHA regulations pertaining to logging.
3. All unmarked trees shall be protected against unnecessary damage during logging. No unmarked sawtimber trees shall be cut without Seller or Agent approval. Cutting and damage to unmarked trees will be kept to a minimum. Both the seller and agent understand that some unmarked trees need to be felled and will be damaged to create space for tree felling and log skidding.
4. Unless otherwise specified, all tops must be broken down to facilitate early decomposition. Slash must be brought to within four feet of the ground. No tops or other woody material may be left in streams and wetlands as designated by red flagging. Purchaser will accomplish this on a continuing basis as trees are harvested, rather than by returning to an area afterward.
5. Unless otherwise specified by the Agent, stumps shall be cut low, but in no case will they be cut so low as to eliminate the stump paint marker.
6. Main skid roads and loading sites shall be kept clear of brush and tops at the discretion of the forester agent.
7. Main skid roads, loading sites and stream crossings will be confined to those designated by the Agent with flagging. In instances in which skid trails are not marked with flagging, logger will place skid roads to minimize soil damage. The loading sites will be restored to the Agent's satisfaction at completion of the operation. Upon cessation of use, all woody debris will be removed from the loading sites by the Purchaser.
8. Skidding shall be allowed across the forest roads at sites designated by the agent.
9. The purchaser shall install a corduroy path over intermittent stream crossings and bridges over perennial stream crossings. Care shall be taken while the Purchaser traverses intermittent streams via corduroy path. Purchaser shall implement all other possible

mitigation measures, including but not limited to, silt fences and hay bales which shall be installed by the purchaser. Erosion control measures shall be implemented on skid trails and landing as deemed necessary by the Agent. Purchaser shall properly maintain and replace erosion control measures as directed by the Agent. All costs associated with the foregoing shall be the responsibility of the purchaser.

10. Purchaser shall fell trees away from any streams and trails whenever feasible, for the reduction of damage to such features.

11. Trash will be collected daily and disposed of off the Seller's property. Oil changes for logging equipment shall be performed off the Seller's property. Refueling and storage of equipment shall not occur within 100' of any stream or wetland area. Purchaser shall maintain on-site materials with which to clean up and dispose of any oil, fuel or other machine fluids that are spilled or otherwise deposited on the soil. Cleanup shall take place immediately following any such deposition. There will be no fuel stored on the premises. Purchaser shall notify either the Agent or the Seller immediately if any spill or other deposit of oil, fuel or machine fluids occurs on the Seller's property. The logging contractor must have the following at each active log landing to clean up any toxic fluid spills: 1) Oil absorbent pads/mats 2) Cat litter 3) Shovel for scooping up oil-soaked pads and cat litter 4) Plastic garbage bags to remove oil-soaked materials from site 5) Five-gallon bucket to remove oil waste 6) Plug and Dyke putty to temporarily stop/slow a hose or tank leak. 7) The Purchaser shall have in their phone the CT DEEP spill response team telephone number at 860-424-3338 and shall contact the CT DEEP immediately after contacting the Agent or Seller.

Article G. Logging Practices: Erosion Control.

1. Erosion control measures shall be implemented on access roads, skid trails and landings as deemed necessary by the Agent or Seller. Required erosion and sedimentation control measures shall be properly installed prior to the commencement of harvesting operations (i.e., hay bales, corduroy, crushed stone, silt fencing, etc.). Control measures shall be properly maintained and replaced as directed by the Agent or Seller. All costs associated with such measures shall be assumed by the Purchaser.

2. Crushed stone or gravel will be deposited where necessary on the main access road to protect said road from degradation resulting from log truck travel.

3. Anti-tracking devices (e.g., crushed stone or wood chips) shall be installed if required at the entrance to the town road.

Article H. Damage to Unmarked Trees.

1. The cutting of unmarked trees other than as specified in Article F, Paragraph 3, without the approval of the Seller or the Agent, is a violation of this agreement. The Purchaser may cut unmarked trees with the approval of the Seller or the Agent in constructing the operational installations approved under Article D, Paragraph 1 and Article E, Paragraph 1.b.

2. The Purchaser shall pay damages three (3) times the stumpage value for each unmarked sawtimber tree cut without Agent approval. Stumpage value of sawtimber shall be determined by the Agent as the board foot volume of a tree times a value per board foot. Volume shall result from estimates based on merchantable length of the tree, taken as the highest number of logs on the tally for that specific species, and the tree diameter breast height (dbh) taken as the diameter of the stump minus 3", with all tree stumps greater than or equal to 15" in diameter having sawtimber volume. Stump diameter is measured at a height of one foot or less from the ground. Value per board foot shall be based on the contract price of the sale of the timber.

3. The Purchaser agrees to cut down, remove, and pay for at three (3) times the stumpage value, unmarked trees so severely damaged as a result of the logging operations as to be valueless in the judgment of the Agent if allowed to remain standing. Value shall be determined by the method described in the preceding paragraph.

Article I. Suspension of Logging.

4. When, in the opinion of the Agent, ground conditions become such that unacceptable damage may occur to the Seller's property in the course of logging activities, the Agent or Seller may suspend logging operations until favorable conditions prevail. The Agent or Seller may also suspend logging operations during extremely dry periods to reduce fire hazard. Suspensions may be ordered orally and without previous notice, when in the Seller or Agent's opinion safety or environmental conditions so require. For all suspensions ordered through no fault of the Seller, the completion date for logging shall be extended by an amount of time equal to the time of suspension.

5. During any such period of suspension, the Purchaser shall not cut or remove any of the trees marked under this Agreement. In addition to other remedies available to the Seller under this agreement, such cutting, or removal will entitle the Seller to damages for each tree cut as determined by the method stated in Article H, Paragraph 2 of this agreement.

Article J. Termination of Agreement.

6. Material Violations. This Contract may be terminated if in the opinion of the Agent or Seller the Purchaser has materially failed to comply with the logging practices requirements specified in Articles F and G of this Agreement. The Agent or Seller will advise the Purchaser in writing of material violations of the logging practices requirements. The writing will detail the nature of the violation, describe corrective action that should be taken to correct the violation, and set a time limit for correction. If the Purchaser fails to correct the violation within the time specified in a manner satisfactory to the Agent or the Seller, the Agent or Seller may terminate the agreement. The Seller or Agent may suspend logging operations pending the corrective action if they deem the nature of the Purchaser's violations make a halt in logging necessary or desirable to protect the Seller's property. Nothing in this paragraph is intended to limit the right of the Seller or Agent to suspend logging operations under Article I.

7. Failure to Begin or Abandonment of Logging Operations. The Agent or Seller may terminate this agreement if the Purchaser fails to begin logging operations or abandons logging operations once begun. Failure to begin logging operations shall include, without being limited to, failure to fulfill the preperformance obligations detailed in Article E.

8. The Purchaser is presumed to have abandoned logging operations once begun if (a) logging operations have ceased without justification satisfactory to the Agent or Seller; and (b) the Agent or Seller conclude that further delay in logging will jeopardize the Purchaser's ability to complete logging operations within the Contract term; and (c) the Purchaser does not within five days from a written request to do so provide the Seller or Agent with a date for resuming logging operations or, having provided a resumption date, fails to resume logging operations on that date.

9. The Agent or Seller may suspend logging operations immediately if the Purchaser fails to pay on time any payment which falls due after logging begins. Upon such failure to pay, the Agent or Seller may also terminate the Agreement by sending a written notice of termination to the Purchaser.

10. Termination shall be effective on the day specified in any written notice of termination the Seller or Agent sends to the Purchaser.

11. Notwithstanding paragraphs 1 through 4 of this Article, the Agreement shall terminate automatically and without any need for notice at the end of the Contract term.

12. When this Agreement terminates, title to all marked trees and cut or uncut timber or logs from those trees shall (a) remains in the Seller's name or (b) reverts to the Seller if it has passed to the Purchaser under the terms of this Agreement. The Purchaser will remain liable for all penalties and claims assessed against him by the Agent or Seller under the terms of this Agreement.

Article K. Title to Marked Trees.

1. Title to the marked trees which form the subject of this Agreement passes upon execution of the Agreement and timely payment of all installments which fall due before logging operations begin.
2. The Purchaser recognizes that the right to cut and remove the marked trees depends upon strict adherence to the terms and conditions of this Agreement. Failure to comply with provisions dealing with logging practices, erosion control measures and other environmental preservation measures; or failure to complete logging within the term of this Agreement, including all extensions; shall justify termination of the Contract in the manner described in Article J.
3. On termination of the Contract, title to the remaining timber, whether standing or cut, shall revert to the Seller. The Purchaser's actions or omissions leading to the termination of the Contract shall be deemed rejection or refusal of the timber causing title to the remaining timber to revert to the Seller by operation of law.
4. The Purchaser shall remove all equipment from the Seller's property on or before the end of the Contract term. Any equipment remaining on site after the term of this Agreement ends shall become the property of the Seller to be disposed of as the Seller sees fit without further obligation to the Purchaser.
5. If this Agreement is terminated before the end of the Contract term, the Purchaser shall remove its equipment from the Seller's property no more than 10 days from the date the Contract termination becomes effective. Any equipment on the Seller's property after the removal date shall become the property of the Seller to be disposed of as the Seller sees fit without further obligation to the Purchaser.

Article L. Damages Upon Termination of Contract.

A breach of this Agreement sufficient to require its termination by the Seller or Agent before the end of the Contract term shall require the Purchaser to pay the following damages:

1. If the breach occurs before logging operations begin, twenty percent (20%) of the Contract price.
2. If the breach occurs after logging begins but before all payments due under the Contract are made, the damages payable from the Purchaser to the Seller shall be computed as follows:

   The Purchaser shall pay the Contract price, the Seller's expenses in selling any uncut or unremoved timber (the remaining timber), and any restoration costs the Seller incurs in excess of the performance deposit. Against these payments, the Purchaser will be credited all monies the Purchaser has paid under the Contract, and the proceeds from the sale of the remaining timber; provided, however, that the credit for sales proceeds shall not exceed the value the Agent allocates to the uncut or remaining timber under the Contract.

   To illustrate:

   i. The Contract price is $20,000;
   ii. The Purchaser pays $10,000;
   iii. The Agent allocates $14,000 in value under the Contract to the timber logged before the Contract is terminated, and $6,000 in value under the Contract to the remaining timber;
   iv. The Seller sells the remaining timber for $7,000 and has $500 expenses of sale; and
   v. It costs the Seller $1,000 in excess of the performance deposit to restore its property after damages caused by the Purchaser's breach of the contract.

Under these facts, the Purchaser would be obligated to pay the Seller $5,500 in damages. The Purchaser would be obligated to pay $20,000 for the Contract price, $500 for expenses of sale, and $1,000 for the excess restoration costs, for a total of $21,500, less credits to the Seller for $10,000 already paid and $6,000 proceeds from sale of remaining timber, for a total of $16,000. $21,500 - $16,000 = $5,500.

3. If the Seller or the Agent terminates the Contract after the Purchaser has made all payments due under the Contract, the Seller shall within 20 days after the effective date of termination offer the Purchaser as restitution for the uncut or unremoved timber an amount equal to ninety (90) percent of the following: The estimated market value of the uncut and unremoved timber, less the expenses of sale and the expenses in excess of the performance deposit to restore the Seller's property. Restitution shall not exceed the Contract value for the uncut and unremoved timber as determined by the Agent.

    a. If the Purchaser does not accept the offer of restitution within ten days of receiving it, the Seller shall proceed to sell the uncut and unremoved timber in a commercially reasonable manner. After sale, Seller shall deliver to the Purchaser as restitution the proceeds from the sale of the timber, limited or reduced as follows:

        i. The amount of restitution shall not exceed the Contract value allocated to the sold timber as determined by the Agent.

        ii. Restitution shall further be reduced by the expenses the Seller incurs to sell the remaining timber and by any amount by which the cost of restoring the Seller's property exceeds the performance deposit.

    To illustrate:

        i. The Seller sells the remaining timber in a commercially reasonable manner for $10,000.00;

        ii. The Agent determines that the Contract price allocated to the remaining timber was $8,000.00;

        iii. The Seller's expense for selling the timber was $500; and

        iv. It will cost the Seller $1,000.00 in excess of the performance deposit to restore its property after damages caused by the Purchaser's breach of the Contract.

    Under these facts, the Purchaser would receive as restitution $6,500.00: $8,000.00 (amount allocated to trees under Contract) less $500.00 (sale expenses) less $1,000.00 (restoration costs) = $6,500.00.

4. If the Purchaser breaches the Agreement before logging operations begin, the parties agree (a) that damages would otherwise be difficult or impossible to ascertain and (b) the provisions in paragraph 1 of this Article allowing the Seller to receive as damages a fixed percentage of the purchase price represents the best approximation of the Seller's damages exclusive of restoration costs.

5. The Purchaser shall not be entitled to restitution for any uncut or unremoved timber remaining on the Seller's property at the end of the Contract term.

Article M. Risk of Loss.

1. The liability for the loss or damage to marked trees from fire, insects, diseases, or other causes shall be assumed by the Purchaser upon signing of this Agreement.

Article N. Rights Under Agreement Not Assignable.

1. The Purchaser shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or its rights under the Agreement or its title or interest to any trees marked under the Agreement, without the Seller's written consent.

Article O. Indemnification.

1. The Purchaser agrees to indemnify and save harmless the Seller and Agent from any liability and from all expenses and costs of any kind to which they may become subject because of injury to person or damage to property resulting from the acts or omissions of the Purchaser, its agents, employees, representatives and subcontractors in logging on the Seller's property or otherwise carrying out provisions of this Agreement.

Article P. Arbitration.

1. Either the Purchaser or the Seller may submit to arbitration any dispute over the termination of this Contract or over damages claimed by the Seller because of the Purchaser's breach of the Contract. To be effective, any demand for arbitration must be received by the other party no later than thirty (30) days from (a) the effective date of Contract termination or (b) the postmark date of any written determination of damages claimed under this Contract. Arbitration shall be held under the rules and auspices of the American Arbitration Association unless the parties mutually agree to another form of arbitration.

Article Q. Notices.

1. Notices required under this Agreement shall be sent certified mail, return receipt requested, as follows:
   a. Notices from the Purchaser shall be sent to the Seller's physical address and to the Agent at P.O. Box 150, Rockfall, CT 06481-0150.
   b. Notice from the Seller or the Agent shall be sent to the Purchaser at bid awardee's physical address.
   c. Unless this Agreement specifies otherwise, notices shall be effective upon mailing. Any party wishing to receive notices at another address shall notify the other party of the changed address in writing.

Article R. Seller's Representative and Authority of Agent.

1. The Purchaser may direct questions either to the Agent or to the Seller. The Seller's representative having authority over operations under this Agreement, and to whom questions may be directed, is Dan Bolduc (XXX) XXX-XXXX. The Agent's representative acting on behalf of the Seller is Zane Weinberger (860) 638-9142. The Purchaser agrees to send copies to the Agent of any communications it directs to the Seller, and to advise the Agent promptly of any oral communication it has with the Seller.
2. The Agent shall be treated as exercising the authority of the Seller, unless the Agent or the Seller specifically advises the Purchaser to the contrary. In the event of conflict between orders or instructions the Seller and Agent give the Purchaser, the Purchaser may follow the Seller's instructions but only after taking such measures as may be reasonable under the circumstances to advise the Seller and the Agent of the conflict of and afford them the opportunity to resolve it.

Article S. Mechanic's Liens

1. The Purchaser shall remove within sixty (60) days from its recording date any mechanic's lien any of its subcontractors, employees or agents place upon the Seller's property. If the lien is not removed within sixty (60) days, the Seller may remove it. Purchaser shall reimburse the Seller for all expenses, including but not limited to court costs, attorney's fees, and bond fees, the Seller incurs to remove any mechanic's lien.

Article T. Miscellaneous

1. If a court decides any provisions of this Agreement are invalid or unenforceable, the other provisions of the Agreement will continue to apply if they may be enforced separately from the stricken provision.
2. This Agreement shall be interpreted under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the following parties have hereunto affixed their hands and seal.

2024 SALE OF 104 MBF OF STUMPAGE ON THE PROPERTY OF CITY OF BRISTOL, CT

Witnessed by:

PURCHASER – XXXX

By:______________________________

____

Date:______________________________

SELLER- City of Bristol

By:______________________________

____

Date:______________________________

AGENT – Connwood Foresters, Inc.

By:______________________________

____

Date:______________________________

TRANSFER OF $90,879.89 FROM CAPITAL EQUIPMENT
TO FUND OVER EXPENDITURES OF

- $2,916.07 in the Advertising Account
- $4,298.83 in the Clothing Allowance Account
- $77,013.82 in the Professional Service Account
- $3,951.17 in the Miscellaneous Account
- $2,700 in the Sewer Use Fee Account

TRANSFER OF $484,988.14 FROM CAPITAL OUTLAY TO FUND OVER EXPENDITURES OF

- $6,214.12 in the Motor Fuels Account
- $428,021.44 in the Maintenance Supplies & Materials Account
- $7,763.29 in the Motor Vehicle Parts & Supplies Account
- $1,603.07 in the Fuel Oil Account
- $41,386.22 in the Chemical Treatment Account

2023 2024 BRISTOL WATER DEPARTMENT BUDGET

Jun-24

CLASSIFICATION	APPROVED BUDGET 2023 2024	EXPENDED TO DATE 2023 2024	% TO DATE 2023 2024	BUDGET ADJUSTMENTS 2023 2024	ADJUSTED BUDGET 2023 2024	ADJ % TO DATE 2023 2024
SALARIES	$ **2,910,770.00**	$2,898,292.70	**99.57%**		$ 2,910,770.00	**99.57%**
FRINGE BENEFITS	$ **1,626,455.00**	$1,441,593.26	**88.63%**		$ 1,626,455.00	**88.63%**
OPERATING SERVICES	$ **2,515,492.00**	$2,143,015.20	**85.19%**	90,879.89	$ 2,606,371.89	**82.22%**
MATERIALS & SUPPLIES	$ **1,127,245.00**	$1,492,043.62	**132.36%**	484,988.14	$ 1,612,233.14	**92.55%**
CAPITAL OUTLAY	$ **1,181,141.00**	$302,481.61	**25.61%**	(575,868.03)	$ 605,272.97	**49.97%**
GRAND TOTAL	$ **9,361,103.00**	**$8,277,426.39**	**88.42%**	0.00	**$ 9,361,103.00**	**88.42%**
OPERATING SERVICES						
LIGHT & POWER	$ **410,505.00**	$406,256.74	**98.97%**		$ 410,505.00	**98.97%**
TELEPHONE	$ **24,240.00**	$19,996.53	**82.49%**		$ 24,240.00	**82.49%**
POSTAGE	$ **29,900.00**	$18,018.52	**60.26%**		$ 29,900.00	**60.26%**
ADVERTISING	$ **1,000.00**	$3,916.07	**391.61%**	2,916.07	$ 3,916.07	**100.00%**
CLOTHING/UNIFORMS	$ **6,680.00**	$10,978.83	**164.35%**	4,298.83	$ 10,978.83	**100.00%**
MAINTENANCE/SERVICE	$ **75,720.00**	$41,754.14	**55.14%**		$ 75,720.00	**55.14%**
LEASE	$ **12,349.00**	$10,706.59	**86.70%**		$ 12,349.00	**86.70%**
CONFERENCE & MEMBERSHIP	$ **30,550.00**	$29,544.43	**96.71%**		$ 30,550.00	**96.71%**
TAXES	$ **605,783.00**	$505,759.20	**83.49%**		$ 605,783.00	**83.49%**
PROFESSIONAL SERVICES	$ **264,220.00**	$341,233.82	**129.15%**	77,013.82	$ 341,233.82	**100.00%**
LIENS	$ **6,300.00**	$2,814.67	**44.68%**		$ 6,300.00	**44.68%**
MISCELLANEOUS	$ **6,570.00**	$10,521.17	**160.14%**	3,951.17	$ 10,521.17	**100.00%**
CONTRACTOR SERVICES	$ **616,600.00**	$388,122.05	**62.95%**		$ 616,600.00	**62.95%**
DEBT SERVICES	$ **134,275.00**	$134,274.84	**100.00%**		$ 134,275.00	**100.00%**
SEWER USE FEE	$ **10,800.00**	$13,500.00	**125.00%**	2,700.00	$ 13,500.00	**100.00%**
NEW BRITAIN AGREEMENT	$ **280,000.00**	$205,617.60	**73.43%**		$ 280,000.00	**73.43%**
TOTAL OPERATING SERVICES	$ **2,515,492.00**	**$2,143,015.20**	**85.19%**	**90,879.89**	$ 2,606,371.89	**82.22%**
SUPPLIES AND MATERIALS						
MOTOR FUELS	$ **62,857.00**	$69,071.12	**109.89%**	6,214.12	$ 69,071.12	**100.00%**
OFFICE SUPPLIES	$ **33,285.00**	$26,179.92	**78.65%**		$ 33,285.00	**78.65%**
MAINTENANCE SUP & MATERIALS	$ **387,000.00**	$815,021.44	**210.60%**	428,021.44	$ 815,021.44	**100.00%**
MV PARTS & SUPPLIES	$ **15,150.00**	$22,913.29	**151.24%**	7,763.29	$ 22,913.29	**100.00%**
MV SERVICE & REPAIRS	$ **44,000.00**	$40,180.81	**91.32%**		$ 44,000.00	**91.32%**
FUEL OIL	$ **41,250.00**	$42,853.07	**103.89%**	1,603.07	$ 42,853.07	**100.00%**
CHEMICAL TREATMENT	$ **270,000.00**	$311,386.22	**115.33%**	41,386.22	$ 311,386.22	**100.00%**
INSURANCE	$ **273,703.00**	$164,437.75	**60.08%**		$ 273,703.00	**60.08%**
TOTAL SUPPLIES & MATERAILS	$ **1,127,245.00**	**$1,492,043.62**	**132.36%**	**484,988.14**	**$ 1,612,233.14**	**92.55%**
CAPITAL OUTLAY						
CAPITAL EQUIPMENT	$ **200,000.00**	$41,618.90	**20.81%**	(90,879.89)	$ 109,120.11	**38.14%**
CAPITAL OUTLAY	$ **585,000.00**	$83,401.45	**14.26%**	(484,988.14)	$ 100,011.86	**83.39%**
MISC. UTILITY ASSETS	$ **396,141.00**	$177,461.26	**44.80%**		$ 396,141.00	**44.80%**
CAPITAL OUTLAY TOTAL	$ **1,181,141.00**	**$302,481.61**	**25.61%**	**(575,868.03)**	**$ 605,272.97**	**49.97%**
GRAND TOTAL	$ **9,361,103.00**	**$8,277,426.39**	**88.42%**	**0.00**	**$ 9,361,103.00**	**88.42%**