



## **BOARD OF WATER COMMISSIONERS**

### **Regular Meeting Agenda**

**Tuesday, April 15, 2025 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:854 8206 0075, 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 March 18, 2025 Regular Board Meeting
5. Approval of the Department Reports for the Month of March 2025
6. Public Participation
7. Customer Correspondence
8. Committee Reports
9. ConnWood Foresters –E1996 Sales Agreement
10. Investments – Board of Finance Approved Banks
11. Superintendent's Report
12. Chairperson's Report
13. Old Business
14. New Business
15. Adjournment

*Next Meeting: Tuesday, May 20, 2025 6:15 p.m.*

# **BOARD OF SEWER COMMISSION**

## **MARCH 18, 2025 - REGULAR MEETING**

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

**STAFF PRESENT:** Superintendent Longo; Assistant Superintendent Bolduc and  
Dawn LaBella, Office Manager.

### **1) CALL TO ORDER.**

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

### **2) PLEDGE OF ALLEGIANCE.**

### **3) MOMENT OF SILENCE.**

### **4) APPROVAL OF THE MINUTES OF THE FEBRUARY 18, 2025 REGULAR MEETING.**

On motion of Commissioner Dunn and seconded; it was unanimously voted to approve the February 18, 2025 regular meeting minutes as presented.  
Motion passed.

### **5) APPROVAL OF THE DEPARTMENT REPORTS FOR THE MONTH OF FEBRUARY 2025.**

On motion of Commissioner Dunn and seconded; it was unanimously voted to approve the February 2025 Department Reports as presented.  
Motion passed.

### **6) PUBLIC PARTICIPATION.**

None

### **7) CUSTOMER CORRESPONDENCE.**

A. 146 Farmington Avenue: Customer requesting a reduction in his sewer usage due to his water heater that burst in November.

On motion of Commissioner Dunn and seconded; it was unanimously voted that no recourse be given to 146 Farmington Avenue.  
Motion passed.

B. 111 Debra Lane: Customer requesting to have the penalty charge be waived and the Board consider a flexible plan like Eversource offers.

On motion of Commissioner Ferrier and seconded; it was unanimously voted that no recourse be given and a flexible payment plan is not offered.  
Motion passed.

**8) SEWER USAGE BILLING ASSOCIATED WITH EXTREMELY HIGH METER READINGS, REVIEWED AND REVISED.**

A discussion to adopt the new Winter Sewer Read Adjustment Qualifications and Procedures to replace the 4B.4 Appeals to Sewer Usage Billing Associated with Extremely High Meter Readings.

On motion of Commissioner Dunn and seconded; it was unanimously voted to accept the new language as presented on Winter Sewer Read Adjustment Qualifications and Procedures.

Motion passed.

**9) APPROVAL OF THE FISCAL YEAR 2025-2026 BUDGET.**

A brief overview of the proposed sewer budget for the Fiscal Year 2025-2026 was discussed.

On motion of Commissioner Dunn and seconded; it was unanimously voted to approve the proposed Sewer Budget for the Fiscal Year 2025-2026, as presented.

Motion passed.

**10) INVESTMENTS.**

No action taken.

**11) I&I STUDY**

No action taken.

**12) SUPERINTENDENTS REPORT.**

No action taken.

**13) OLD BUSINESS.**

None.

**14) NEW BUSINESS.**

None.

**15) ADJOURNMENT.**

At 6:31 p.m., on motion of Commissioner Dunn and seconded; it was unanimously voted to adjourn.

ATTEST: \_\_\_\_\_

Renee M. LaMarre

Water & Sewer Administrative Assistant

# BOARD OF WATER COMMISSIONER SIGN IN SHEET – REGULAR MEETING MARCH 18, 2025

**PLEASE PRINT**

[illegible]

# BRISTOL WATER DEPARTMENT

## MARCH 2025

### WATER BILLING

|                                               |                     |
|-----------------------------------------------|---------------------|
| Water Bills rendered March 2025               | <u>\$907,646.58</u> |
| Water Bills remaining unpaid as of March 2025 | <u>\$366,992.04</u> |

### PRECIPITATION

|               |               |        |               |                       |               |
|---------------|---------------|--------|---------------|-----------------------|---------------|
| For the Month | <u>4.64 "</u> | Normal | <u>3.50 "</u> | Departure from Normal | <u>1.14 "</u> |
| For the Year  | <u>9.41 "</u> | Normal | <u>9.10 "</u> | Departure from Normal | <u>0.31 "</u> |

### RESERVOIR CAPACITY

|                                       |                      |         |                |
|---------------------------------------|----------------------|---------|----------------|
| Total Available Capacity - March 2025 | <u>1,261,420,000</u> | Gallons | <u>98.675%</u> |
|---------------------------------------|----------------------|---------|----------------|

### PRODUCTION

|                                 |                    |         |
|---------------------------------|--------------------|---------|
| Monthly Production - March 2025 | <u>148,526,360</u> | Gallons |
| Monthly Production - March 2024 | <u>152,073,780</u> | Gallons |

|                                          |              |
|------------------------------------------|--------------|
| CASH STATEMENT WATER                     |              |
| BALANCE:MAR 1 2025                       | 4,214,424.28 |
| REVENUE:                                 |              |
| ACCOUNTS RECEIVABLE                      | 780,028.96   |
| SERVICE ACCOUNTS                         | 14,863.95    |
| FINES                                    | 1,000.00     |
| SEWER ACCOUNTS                           | 655,330.83   |
| LIENS                                    | 1,743.27     |
| PENALTIES                                | 4,736.27     |
| REMOVE METER                             | 250.00       |
| CLOSING COSTS                            | 7,625.00     |
| REINSTATE FEES                           | 8,750.00     |
| ASSESSMENTS                              |              |
| ADMIN FEE/LIENS (WPC)                    |              |
| LAND LEASE                               | 2,460.54     |
| CELL TOWER LEASE                         | 17,294.91    |
| SCRAP METAL SALES                        |              |
| TIMBER SALES                             |              |
| STATE BOND TRANSFERS                     | 156,973.98   |
| TOTAL REVENUE:                           | 1,651,057.71 |
| TOTAL REVENUE SUPER NOW CHECKING ACCOUNT | 1,651,057.71 |
| DISBURSEMENTS (VOUCHERS):                | 692,333.53   |
| TRANSFERS:                               |              |
| SEWER TRANSFER (BWSD)                    | 655,330.83   |
| TRANSFER TO PROCUREMENT ACCOUNT          |              |
| <u>ACCOUNT BALANCES:</u>                 |              |
| SUPER NOW CHECKING ACCOUNT               |              |
| BALANCE: MAR 31 , 2025                   | 4,517,817.63 |
| GOALS ENABLING FUND                      |              |
| BALANCE: MAR 31 , 2025                   | 5,708,940.46 |
| CONSTRUCTION ACCOUNT                     |              |
| BALANCE: MAR 1, 2025                     | 135,782.00   |
| DEPOSIT                                  | 25,698.05    |
| DISBURSEMENTS                            |              |
| BALANCE: MAR 31, 2025                    | 161,480.05   |
| PAYROLL CASH ACCOUNT                     |              |
| BALANCE: MAR 1, 2025                     | 188,804.55   |
| DEPOSIT                                  | 245,965.73   |
| DISBURSEMENTS                            | (245,503.17) |
| BALANCE: MAR 31 , 2025                   | 189,267.11   |

| 2024 2025 BRISTOL WATER DEPARTMENT BUDGET |                  |              |                |           |
|-------------------------------------------|------------------|--------------|----------------|-----------|
| Mar-25                                    |                  |              |                |           |
|                                           | APPROVED         | EXPENDED     | EXPENDED       | %         |
|                                           | BUDGET           | MARCH        | TO DATE        | TO DATE   |
| CLASSIFICATION                            | 2024 2025        | 2024 2025    | 2024 2025      | 2024 2025 |
| SALARIES                                  | \$ 2,976,773.70  | \$335,010.63 | \$2,288,653.31 | 76.88%    |
| FRINGE BENEFITS                           | \$ 1,628,704.00  | \$113,196.02 | \$1,016,973.24 | 62.44%    |
| OPERATING SERVICES                        | \$ 2,830,250.00  | \$156,446.60 | \$1,698,168.55 | 60.00%    |
| MATERIALS & SUPPLIES                      | \$ 1,242,158.00  | \$100,979.89 | \$1,084,854.56 | 87.34%    |
| CAPITAL OUTLAY                            | \$ 2,561,014.00  | \$35,187.72  | \$294,973.26   | 11.52%    |
| GRAND TOTAL                               | \$ 11,238,899.70 | \$740,820.86 | \$6,383,622.92 | 56.80%    |
| OPERATING SERVICES                        |                  |              |                |           |
| LIGHT & POWER                             | \$ 574,558.00    | \$44,805.54  | \$410,108.04   | 71.38%    |
| TELEPHONE                                 | \$ 24,240.00     | \$529.91     | \$12,482.48    | 51.50%    |
| POSTAGE                                   | \$ 30,300.00     | \$32.11      | \$29,071.42    | 95.95%    |
| ADVERTISING                               | \$ 1,000.00      |              | \$312.00       | 31.20%    |
| CLOTHING/UNIFORMS                         | \$ 6,700.00      | \$1,268.81   | \$4,574.22     | 68.27%    |
| MAINTENANCE/SERVICE                       | \$ 78,470.00     | \$3,117.38   | \$42,236.60    | 53.83%    |
| LEASE                                     | \$ 16,509.00     | \$1,971.55   | \$10,119.31    | 61.30%    |
| CONFERENCE & MEMBERSHIP                   | \$ 34,950.00     | \$430.00     | \$13,556.43    | 38.79%    |
| TAXES                                     | \$ 605,783.00    | \$46,791.98  | \$420,917.82   | 69.48%    |
| PROFESSIONAL SERVICES                     | \$ 289,220.00    | \$21,013.25  | \$262,044.97   | 90.60%    |
| LIENS                                     | \$ 4,300.00      | \$130.00     | \$2,800.00     | 65.12%    |
| MISCELLANEOUS                             | \$ 6,570.00      | \$190.77     | \$4,767.86     | 72.57%    |
| CONTRACTOR SERVICES                       | \$ 621,600.00    |              | \$224,709.99   | 36.15%    |
| DEBT SERVICES                             | \$ 133,250.00    | \$6,727.08   | \$113,418.72   | 85.12%    |
| SEWER USE FEE                             | \$ 10,800.00     |              | \$8,100.00     | 75.00%    |
| NEW BRITAIN AGREEMENT                     | \$ 392,000.00    | \$29,438.22  | \$138,948.69   | 35.45%    |
| TOTAL OPERATING SERVICES                  | \$ 2,830,250.00  | \$156,446.60 | \$1,698,168.55 | 60.00%    |
| SUPPLIES AND MATERIALS                    |                  |              |                |           |
| MOTOR FUELS                               | \$ 62,857.00     | \$4,443.50   | \$56,131.48    | 89.30%    |
| OFFICE SUPPLIES                           | \$ 33,285.00     | \$6,672.12   | \$31,487.18    | 94.60%    |
| MAINTENANCE SUP & MATERIALS               | \$ 484,000.00    | \$22,262.08  | \$403,393.15   | 83.35%    |
| MV PARTS & SUPPLIES                       | \$ 15,150.00     | \$1,565.72   | \$11,361.27    | 74.99%    |
| MV SERVICE & REPAIRS                      | \$ 44,000.00     | \$9,554.97   | \$37,677.35    | 85.63%    |
| FUEL OIL                                  | \$ 44,963.00     | \$7,932.60   | \$27,403.11    | 60.95%    |
| CHEMICAL TREATMENT                        | \$ 284,200.00    | \$15,422.64  | \$286,245.26   | 100.72%   |
| INSURANCE                                 | \$ 273,703.00    | \$33,126.26  | \$231,155.76   | 84.45%    |
| TOTAL SUPPLIES & MATERAILS                | \$ 1,242,158.00  | \$100,979.89 | \$1,084,854.56 | 87.34%    |
| CAPITAL OUTLAY                            |                  |              |                |           |
| CAPITAL EQUIPMENT                         | \$ 300,000.00    |              | \$0.00         | 0.00%     |
| CAPITAL OUTLAY                            | \$ 1,734,750.00  |              | \$83,406.90    | 4.81%     |
| MISC. UTILITY ASSETS                      | \$ 526,264.00    | \$35,187.72  | \$211,566.36   | 40.20%    |
| CAPITAL OUTLAY TOTAL                      | \$ 2,561,014.00  | \$35,187.72  | \$294,973.26   | 11.52%    |
| GRAND TOTAL                               | \$ 11,238,899.70 | \$740,820.86 | \$6,383,622.92 | 56.80%    |

|                                                  |                     |                    |                     |
|--------------------------------------------------|---------------------|--------------------|---------------------|
| CITY OF BRISTOL WATER DEPARTMENT                 |                     |                    |                     |
| CAPITAL OUTLAY BUDGET YEAR 2024-25               |                     |                    |                     |
|                                                  |                     |                    |                     |
|                                                  | BUDGET REQUEST      | EXPENDED MAR       | EXPENDED TO-        |
|                                                  | 2024-2025           | 2025               | DATE                |
| <u>CAPITAL EQUIPMENT</u>                         |                     |                    |                     |
| 10 WHEEL DUMP TRUCK                              | \$300,000.00        |                    | \$0.00              |
|                                                  |                     |                    | \$0.00              |
|                                                  |                     |                    | \$0.00              |
| <b>TOTAL CAPITAL EQUIPMENT</b>                   | <b>\$300,000.00</b> | <b>\$0.00</b>      | <b>\$0.00</b>       |
| <u>UTILITY ASSETS</u>                            |                     |                    |                     |
|                                                  |                     |                    |                     |
| <u>DISTRIBUTION SECTION</u>                      |                     |                    |                     |
| (3) Demo Saws                                    | \$3,000.00          |                    | \$0.00              |
| (2) Pipe Locators                                | \$7,130.00          |                    | \$0.00              |
| Signage                                          | \$3,000.00          |                    | \$0.00              |
| Mueller Power Operator                           | \$5,400.00          |                    | \$15,650.00         |
| (3) Pin Locators                                 | \$2,964.00          |                    | \$0.00              |
| Tri Pod and Blower                               | \$4,000.00          |                    | \$0.00              |
| Regulator Pit Main                               | \$30,000.00         |                    | \$0.00              |
| Road Saw                                         | \$4,000.00          |                    | \$0.00              |
| Plate Compactor                                  | \$5,000.00          |                    | \$6,785.00          |
| Portable Generators                              | \$6,000.00          |                    | \$7,947.00          |
| Snow Blower                                      | \$3,000.00          |                    |                     |
|                                                  |                     |                    |                     |
| <b>TOTAL UTILITY ASSETS DISTRIBUTION SECTION</b> | <b>\$73,494.00</b>  | <b>\$0.00</b>      | <b>\$30,382.00</b>  |
|                                                  |                     |                    |                     |
| <u>METER SHOP SECTION</u>                        |                     |                    |                     |
|                                                  |                     |                    |                     |
| 5/8" Meters 650@158                              | \$102,700.00        |                    | \$46,356.90         |
| Transmitters 500 @140.00                         | \$70,000.00         | \$33,600.00        | \$89,600.00         |
| 1 1/2" T-10 METER (10)                           | \$7,754.00          |                    | \$2,464.62          |
| 1" T-10 METER (10)                               | \$3,631.00          | \$1,587.72         | \$3,175.44          |
| 2" T-10 METER (10)                               | \$9,946.00          |                    | \$0.00              |
| 2" UME                                           | \$15,043.00         |                    | \$0.00              |
| 3" NEPTUNE TR/FLO COMPUND UME                    | \$2,564.00          |                    | \$0.00              |
| 3" NEPTUNE HP TURBINE UME                        | \$1,283.00          |                    | \$0.00              |
| 3/4" T-10 METER(20)                              | \$5,231.00          |                    | \$0.00              |
| R900 Belt Clip Transceiver                       | \$15,043.00         |                    | \$0.00              |
| Schonstedt Model GA-52Cx (2)                     | \$2,175.00          |                    | \$0.00              |
| 6" DETECTOR CHECK                                | \$7,000.00          |                    |                     |
|                                                  |                     |                    |                     |
|                                                  |                     |                    |                     |
| <b>TOTAL UTILITY ASSETS METER SHOP SECTION</b>   | <b>\$242,370.00</b> | <b>\$35,187.72</b> | <b>\$141,596.96</b> |

|                                                   |                     |                    |                     |
|---------------------------------------------------|---------------------|--------------------|---------------------|
| <b>CITY OF BRISTOL WATER DEPARTMENT</b>           |                     |                    |                     |
| <b>CAPITAL OUTLAY BUDGET YEAR 2024-25</b>         |                     |                    |                     |
| <b><u>WATER TREATMENT PLANT SECTION</u></b>       |                     |                    |                     |
| Rebuild Hill Street Pump                          | \$65,000.00         |                    | \$0.00              |
| Rebuild High Service Pump                         | \$55,000.00         |                    | \$0.00              |
| LMI Chemical Feed Pump                            | \$10,000.00         |                    | \$0.00              |
| PLC and Analyzer Equipment                        | \$15,000.00         |                    | \$0.00              |
| Chemical Feed Maintenance Parts                   | \$15,000.00         |                    | \$0.00              |
| Peristaltic Chemical Feed Pump                    | \$15,000.00         |                    | \$0.00              |
| Turbidity Meter                                   | \$10,000.00         |                    | \$0.00              |
| Flow Meter                                        | \$12,000.00         |                    |                     |
| Chlorine Analyzer                                 | \$9,000.00          |                    |                     |
| <b>TOTAL UTILITY ASSETS WATER TREATMENT PLANT</b> | <b>\$206,000.00</b> | <b>\$0.00</b>      | <b>\$0.00</b>       |
| <b><u>WATERSHED SECTION</u></b>                   |                     |                    |                     |
| 2-Stihl MS271 Chainsaws                           | \$1,200.00          |                    | \$0.00              |
| Stihl HS56 Hedge Trimmer                          | \$500.00            |                    | \$0.00              |
| Game Cameras                                      | \$1,500.00          |                    |                     |
| Chainsaw Chain Breaker and Spinner                | \$1,200.00          |                    | \$0.00              |
| <b>TOTAL UTILITY ASSETS WATERSHED SECTION</b>     | <b>\$4,400.00</b>   | <b>\$0.00</b>      | <b>\$0.00</b>       |
| <b><u>OFFICE SECTION</u></b>                      |                     |                    |                     |
| <b>TOTAL UTILITY ASSETS OFFICE SECTION</b>        | <b>\$0.00</b>       | <b>\$0.00</b>      | <b>\$0.00</b>       |
| <b>TOTAL UTILITY ASSETS</b>                       | <b>\$526,264.00</b> | <b>\$35,187.72</b> | <b>\$171,978.96</b> |

|                                                                                   |                       |                    |                     |
|-----------------------------------------------------------------------------------|-----------------------|--------------------|---------------------|
| CITY OF BRISTOL WATER DEPARTMENT                                                  |                       |                    |                     |
| CAPITAL OUTLAY BUDGET YEAR 2024-25                                                |                       |                    |                     |
|                                                                                   |                       |                    |                     |
|                                                                                   |                       |                    |                     |
|                                                                                   | BUDGET REQUEST        | EXPENDED MAR       | EXPENDED TO-        |
|                                                                                   | 2024-25               | 2025               | DATE                |
| <b><u>CAPITAL IMPROVEMENTS</u></b>                                                |                       |                    |                     |
|                                                                                   |                       |                    |                     |
| WATER MAIN REPLACEMENTS                                                           | \$200,000.00          |                    | \$0.00              |
| HYDRANT REPLACEMENTS                                                              | \$125,000.00          |                    | \$39,587.40         |
| VALVE REPLACEMENT                                                                 | \$100,000.00          |                    | \$0.00              |
| WELL REDEVELOPMENT                                                                | \$65,000.00           |                    | \$30,325.00         |
| BUILDING REPAIRS                                                                  | \$20,000.00           |                    | \$0.00              |
| OFFICE PAINTING                                                                   | \$12,000.00           |                    | \$0.00              |
| REPLACE STEEL DOORS WATERSHED GARAGE AND WELLS                                    | \$40,000.00           |                    | \$0.00              |
| REPAIR WATERSHED GARAGE FLOOR DRAINS                                              | \$15,000.00           |                    | \$0.00              |
| UPGRADES TO FIRE ALARM SYSTEM                                                     | \$150,000.00          |                    | \$0.00              |
| MIX ST WELL #4-SURGE AND REPLACE PUMP AND MOTOR                                   | \$57,750.00           |                    | \$0.00              |
| REPLACE FLOCCULATORS AT FP                                                        | \$150,000.00          |                    | \$0.00              |
| ENGINEERING TO REPLACE CHAPEL STREET TANK                                         | \$150,000.00          |                    | \$0.00              |
| ENGINEERING FOR NEW CHEMICAL BUILDING AT MIX ST & IRON AND<br>MAGNESIUM TREATMENT | \$250,000.00          |                    | \$0.00              |
| ENGINEERING FOR IRON AND MAGNESIUM TREATMENT MECHANIC ST<br>WELL                  | \$150,000.00          |                    | \$0.00              |
| SHRUB RD PRV VAULT REPLACEMENT                                                    | \$250,000.00          |                    | \$0.00              |
|                                                                                   |                       |                    | \$0.00              |
| <b>TOTAL CAPITAL IMPROVEMENTS</b>                                                 | <b>\$1,734,750.00</b> | <b>\$0.00</b>      | <b>\$69,912.40</b>  |
| <b>TOTAL CAPITAL OUTLAY</b>                                                       | <b>\$2,561,014.00</b> | <b>\$35,187.72</b> | <b>\$241,891.36</b> |
|                                                                                   |                       |                    |                     |
|                                                                                   |                       |                    |                     |
| SCADA IN PROGRESS                                                                 | \$699,950.00          |                    | 2,177,780.20        |
| <b>CARRY OVER FROM 2023-2024</b>                                                  |                       |                    |                     |
|                                                                                   |                       |                    | 0.00                |
|                                                                                   |                       |                    | 0.00                |
|                                                                                   |                       |                    | 0.00                |
|                                                                                   |                       |                    | 0.00                |
|                                                                                   |                       |                    | 0.00                |

# 2025 SHUT-OFFS BREAKDOWN

Still off to date for non-pay: (37)

| MONTH/<br>DISTRICT | TERMINATION<br>LETTERS<br>SENT | DOOR<br>HANGERS<br>DELIVERED | # ACCTS.<br>OUTSTANDING @<br>START OF<br>SHUT-OFF DAY | # ACCTS. ACTUALLY<br>SHUT-OFF<br>THROUGHOUT<br>SHUT-OFF DAY | # ACCTS. STILL OFF<br>@ END OF<br>SHUT-OFF DAY | # ACCTS. THAT<br>REMAINED OFF @<br>END OF MONTH |
|--------------------|--------------------------------|------------------------------|-------------------------------------------------------|-------------------------------------------------------------|------------------------------------------------|-------------------------------------------------|
| JANUARY<br>03      | 488                            | N/A                          | 81                                                    | 52                                                          | 16                                             | 6                                               |
| FEBRUARY<br>01     | 346                            | N/A                          | 67                                                    | 48                                                          | 13                                             | 4                                               |
| MARCH 2024         | 432                            | N/A                          | 77                                                    | 63                                                          | 14                                             | 3                                               |
| MARCH<br>02        | 409                            | N/A                          | 64                                                    | 52                                                          | 11                                             | 4                                               |
| APRIL<br>03        |                                |                              |                                                       |                                                             |                                                |                                                 |
| MAY<br>01          |                                |                              |                                                       |                                                             |                                                |                                                 |
| JUNE<br>02         |                                |                              |                                                       |                                                             |                                                |                                                 |
| JULY<br>03         |                                |                              |                                                       |                                                             |                                                |                                                 |
| AUGUST<br>01       |                                |                              |                                                       |                                                             |                                                |                                                 |
| SEPTEMBER<br>02    |                                |                              |                                                       |                                                             |                                                |                                                 |
| OCTOBER<br>03      |                                |                              |                                                       |                                                             |                                                |                                                 |
| NOVEMBER<br>01     |                                |                              |                                                       |                                                             |                                                |                                                 |
| DECEMBER<br>02     |                                |                              |                                                       |                                                             |                                                |                                                 |

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

## Current Monthly Summary ★

### Current Month Payment Summary

| Payment Type       | Number Of Transactions | Total Paid   |
|--------------------|------------------------|--------------|
| Credit/Debit Card  | 776                    | \$133,650.95 |
| EFT (Check)        | 246                    | \$61,512.79  |
| Online Bank Direct | 195                    | \$28,194.42  |
| PayPal             | 73                     | \$11,663.40  |
| PayPal Credit      | 5                      | \$1,001.32   |
| Venmo              | 12                     | \$1,798.87   |
| Total              | 1307                   | \$237,821.75 |

### Paperless Statistics

| Invoice Type | Paperless |
|--------------|-----------|
| Water        | 6973      |

### Customer Registration Statistics

| Customer Count | Registered Count | Registered % |
|----------------|------------------|--------------|
| 22350          | 11002            | 49.23        |

### Monthly Invoice Summary

| Invoice Count          |
|------------------------|
| No records to display. |

### Auto-Pay Statistics

| Invoice Type | AutoPay |
|--------------|---------|
| Water        | 3778    |

### Pay By Text Registration Statistics

| Customer Count | Registered Count | Registered % |
|----------------|------------------|--------------|
| 4922           | 3746             | 76.11        |

**SALES AGREEMENT**  
**E1996: PROPERTY OF THE BRISTOL WATER DEPARTMENT**  
**Harwinton and Burlington, Connecticut**

**Bristol Water Department** (the Seller) agrees to sell certain trees to **Gutches Lumber Co., Inc.**, with a place of business at 106 Flints Crossing Road, Canaan, Ny, 12029 (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, **779** trees, which have been marked by the Agent. The sawtimber volume in **576 trees is estimated to be 129,000 board feet** (International 1/4" Rule), and the firewood volume in **203 trees is estimated to be 16 cords**. The trees are located on approximately 39 acres of the property of the Seller in Berlin, Connecticut as shown on the attached map. 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 **\$56,298.00**.
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 \$3,000 must be submitted before logging begins.
3. Payment will be made in the following installments: One installment payment of **\$14,074.50** shall be paid at contract signing. A second installment of **\$14,074.50** must be made prior to the start of logging. A third and final installment of **\$28,149.00** must be paid before half of the trees are cut. All stumpage payments must be received by the Agent no later than **September 1, 2026** even if logging has not been started by that date. Checks will be made payable to "**Bristol Water Department**" 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 in this Agreement.

**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, as determined by the Agent, Purchaser may commence logging upon receipt of a written Notice to Proceed from the Agent. All logging activities, including restoration of the Seller's property and the removal of all cut timber and Purchaser's equipment, shall be completed no later than **April 1, 2027** (the 'Completion Date').
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 issued by companies licensed by the State of Connecticut which have at least an "A-" VIII policyholders' rating according to Best Publication's latest edition Key Rating Guide:
  - a. Worker's Compensation Insurance and Employer's Liability
 

|           |                        |
|-----------|------------------------|
| \$500,000 | Each Accident          |
| \$500,000 | Disease Policy         |
| \$500,000 | Disease Accident Limit |
  - b. In connection with the performance of this Agreement:
    - i. Commercial General Liability insurance,
 

|                     |           |
|---------------------|-----------|
| Ds General Agg.     | 2,000,000 |
| <u>Prod./Compl.</u> |           |
| Operations          | 2,000,000 |
| Occ. Aggregate      | 1,000,000 |
    - ii. Automobile Liability:
 

|                 |           |
|-----------------|-----------|
| Liability Limit | 1,000,000 |
|-----------------|-----------|
    - iii. Excess/Umbrella Liability (over commercial general liability and automobile liability coverage)
 

|                               |
|-------------------------------|
| \$1,000,000 per occurrence    |
| \$2,000,000 general aggregate |

- c. All subcontractors of the Purchaser shall also carry insurance in the amounts described in subparagraphs a and b, above, and shall also comply with the other provisions of this Article E subparagraph 3 with respect to such insurance.
  - d. **Bristol Water Department shall be named as "additional insured" on all policies except Worker's Compensation. Original, complete certificates of Insurance must be presented to the Agent prior to Seller signing the Contract. Purchaser agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of the policy, should any of the above policies be cancelled before the expiration date, written notice must be made to the New Britain Water Department 30 days prior to cancellation. Each such policy of insurance shall be primary, and shall waive subrogation against the Seller.**
  - e. Coverage under each insurance policy required shall extend for the entire term of this Agreement.
  - f. 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.
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 \$3,000.00 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 **779** 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.** The dead trees that are marked with an X are not required to be cut but can be cut down at the logger's discretion. 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 laws, regulations and the provisions of all permits and with all applicable laws and regulations of the State of Connecticut and the United States, including but not limited to 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's or Agent's prior written approval. Purchaser shall use reasonable care and shall comply with best industry practices in order to keep **cutting and damage to unmarked trees to a minimum**. Both the Seller and Agent understand that in certain cases it may be unavoidable that some unmarked trees will be felled or damaged in order to create space for tree felling of marked trees and log skidding.
4. Unless otherwise specified, all tops must be broken down to facilitate early decomposition. **Tops must be cut down to a height of two feet or less within 25 feet of any woods road and four feet in height throughout the rest of the sale area.** 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. No grubbing or stump removal shall be allowed.
6. Main access roads will be maintained in good condition and passable to vehicle traffic. Main skid roads and loading sites shall be kept clear of brush and tops at the discretion of the Agent.
7. Main skid roads, loading sites and stream crossings will be confined to those designated by the Agent with flagging (**skid trails – Yellow or Blue, loading sites – Orange**). The Purchaser agrees to fill ruts, backblade, install waterbars, hay bales, or silt fencing, install corduroy, install brush mats or take other steps to reduce erosion hazard, rutting and soil compaction on skid roads and at watercourse crossings as directed by the Agent. 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. It may be required that the Purchaser seed logging roads and/or other disturbed areas to ensure protection against erosion. All costs of materials and labor associated with such measures shall be paid by the Purchaser.
8. No skidding shall be allowed across any permanent or seasonal stream, brook or wetlands or within 100 feet of the reservoir, streams, brooks or wetlands. 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.
9. No skidding or crossing of the reservoir roads with a skidder is permitted. Stone walls and stone piles need to be protected.
10. Purchaser shall fell trees away from any streams and trails whenever feasible, for the reduction of damage to such features.
11. Refueling and storage of equipment shall not occur within 100' of any stream or wetland area. Refueling will only take place in an area pre-determined by Seller and Seller's Agent (landing). Oil changes for logging equipment shall be made off of Seller's property. Purchaser shall maintain on-site materials with which to clean up and dispose of any oil, fuel or other machine fluids that are spilled on the Seller's property. Clean up shall take place immediately following spillage. The Purchaser 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.

12. Purchaser shall notify the Seller immediately of any toxic fluid spills by calling **Dan Bolduc**. The area in which logging operations are to take place is located on an active public drinking water supply property. All logging operations must comply with the regulations of the State of Connecticut's Public Health Code and General Statutes, including but not limited to provisions which protect public drinking water supplies. Trash will be collected daily and disposed of off the Seller's property.
13. Hours of operation are from 7 am until dusk Monday through Friday and 8 am until dusk on Saturday. No Sunday hours.

#### **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 sawtimber-sized trees (trees with a diameter measured at 4.5' above the ground and greater than 12") without the prior written approval of the Agent is a violation of this agreement. Any stump over 15" in diameter will be considered a sawtimber tree. The Purchaser may cut unmarked non-sawtimber trees in constructing the operational installations approved under the provisions of this Contract.
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.**

1. **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.
2. **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.
3. 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.
4. 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.
5. Termination shall be effective on the day specified in any written notice of termination the Seller or Agent sends to the Purchaser.
6. 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, including all extensions granted by Agent or Seller.
7. When this Agreement terminates, title to all marked trees and cut or uncut timber or logs from those trees shall (a) remain 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 at **PO Box 58 Bristol, CT 06010** 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 Gutchess Lumber Co., Inc. 106 Flints Crossing Road, Canaan, NY, 12029 ATTN Austin Williams.
  - 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**. The Agent's representative acting on behalf of the Seller is Peter Lesmerises (860/349-9910). 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.
3. This Agreement shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.
4. This Agreement constitutes the entire agreement of the parties and may be altered or amended only by an instrument in writing signed by both parties.
5. The failure of a party to insist upon the strict and prompt performance of any provision of this Contract shall not constitute or be construed as a waiver or relinquishment of such party's right to thereafter enforce any such provision.

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

**SALE OF 37.11 MBF OF STUMPAGE ON THE PROPERTY OF THE NEW BRITAIN  
WATER DEPARTMENT, BERLIN, CONNECTICUT**

Witnessed by:

PURCHASER – John B. Zemanick, Gutchess  
Lumber Co., Inc.

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

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

SELLER- Bristol Water Department

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

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

AGENT – Connwood Foresters, Inc.

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

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

City of Bristol BOF Approved Banks for Investments 2025/2026

M&T Bank

Liberty Bank

Santander

TD Bank

Thomaston Bank

Torrington Savings Bank

Webster Bank

Northern Capital

StoneCastle