

OFFICE OF THE
FIRST SELECTMAN

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William F. Brennan
First Selectman

Harold E. Clark
Second Selectman

Ted W. Hoffstatter

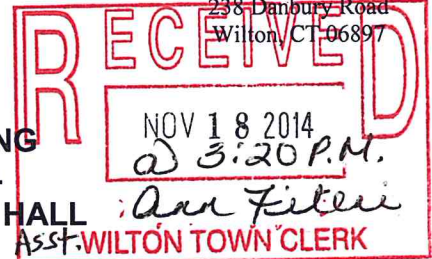
Richard J. Dubow

James A. Saxe

TOWN HALL

238 Danbury Road
Wilton, CT 06897

**BOARD OF SELECTMEN MEETING
MONDAY, NOVEMBER 3, 2014
MEETING ROOM B, WILTON TOWN HALL**



PRESENT: **BOARD OF SELECTMEN** – First Selectman Bill Brennan, Richard Dubow, Hal Clark, Ted Hoffstatter, James Saxe

GUESTS: Lieutenant Stephen Brennan, Margaret Creeth, Sarah Taffel, Sandy Dennies, Jacqueline Rochester

OTHERS: 2 Members of the Press

Mr. Brennan called the meeting to order at 8:20 p.m.

A. Consent Agenda

Upon motion by Mr. Clark, seconded by Mr. Saxe, the consent agenda was approved as follows:

Minutes

- Board of Selectmen Meeting – October 20, 2014

Gifts

- Ervin and Louise Shames for Horseshoe Pond - \$100.00

B. Discussion and/or Action

1. 2014/2015 Comprehensive DUI Grant

Mr. Brennan gave a brief description of the Annual DUI Grant. Lieutenant Stephen Brennan of the Police Department stated that the grant is for the amount of \$57,100 with the Town obligation being \$14,275. Mr. Clark moved to approve the 2014/2015 Comprehensive DUI Grant application. Motion seconded by and unanimously carried.

2. Wilton Youth Council Grant

Mr. Brennan gave a brief description of the Wilton Youth Council Grant for the amount of \$3,300. Mr. Brennan moved to approve the Mid-Fairfield Substance

Abuse Coalition (MFSAC) Grant application. Motion seconded by and unanimously carried.

3. ICMA Offering Roth 457

Mr. Brennan asked Sandy Dennies to give a description of the ICMA Offering Roth 457 (memo attached). Once adopted, Ms. Dennies to provide report on how many employees sign up for the program. Motion made by Dick Dubow. Seconded by Hal Clark, unanimously carried 5-0.

4. Middlebrook and Cider Mill School Boiler Replacements Engineering Services Contract

Mr. Brennan gave a review of the Contract (attached) for Design services to replace the existing boilers at Cider Mill School and Middlebrook School with Kuegler Associates LLC. Motion made by Hal Clark to have First Selectman Brennan sign the contract for Kuegler Associates LLC. Seconded by Dick Dubow, unanimously carried.

5. Wilton-Weston ALS Billing Contract

Mr. Brennan asked Sandy Dennies to give a brief description of the Billing Contract for Wilton-Welton ALS with Holdsworth Group, Inc. Upon discussion item was tabled pending clarification of items in contract.

6. Capital Projects and Plans

- Miller Driscoll – The Building Committee is proceeding with scheduled activity. Subcommittee has been set up to focus on the selection of a third party architect to manage the selection process for the construction manager. Company that is selected will manage the RFP's, evaluations, recommendations, interviews, etc. Four proposals have been received and are being reviewed by Subcommittee. Approval of plans by the EPA have been received. Interviews of 3 proposals of 3 candidate firms to be set up with subcommittee.
- Comstock – Construction drawings were delayed one week. Should be received this week. RFP's are out for bid (17 packages were prepared). Turner Construction to manage the process. During construction activity, Miller Driscoll school facility will be used for alternate shelter for the Town if needed. Project timetable is to start January 2015 with 2 month abate activity and tear out with 11-month construction process. Dumpsters being delivered this week to commence with cleaning out of storage areas. As with Yankee Gas, Town website to have construction updates as construction progresses. Minor PCB abatement proposal.
- High School Boiler Conversions – RFP's are out for bid, were to be returned by October 30, 2014. Plan is still to do the conversion sequentially, but may be able to work on two simultaneously.
- Yankee Gas – Yankee Gas Line is essentially completed. Line is fully energized. Yankee Gas to put out press release sometime in the next

week. Detailed punch list of remaining items to be completed, paving, etc. Extension of line to Miller Driscoll School and Sisters of Notre Dame, Yankee Gas very interested. Sisters of Notre Dame interested in moving forward.

7. Miscellaneous Other Business

- EDC Website – Issues that needed to be fixed with the Website. Graphics and images need to be more defined. Working with Graphic Designer Marge Maida Hemingway. Working to update pictures and overall design of website. Goal is to have the website up and running by end of this year. David Clune and Robert Sabo of the EDC to help when updated copy is needed. Looking to have Board of Selectmen approve proposal with Marge Maida Hemingway for the amount \$3,750 for work on the EDC website. Motion made by Mr. Brennan to approve the contract with Marge Maida Hemingway. Seconded by Hal Clark, unanimously carried.

C. Public Comment

None

D. Reports

First Selectman's Report

- Mr. Brennan read a statement announcing a gift of an original sculpture to the town by Peter Rubino (attached).

Selectmen's Reports

Hal Clark – Citizen inquired if it was possible to use Code Red system to call and remind citizens to vote, especially when there is a major referendum on the ballot. Mr. Clark announced that he will be stepping down from his post as Selectman at the end of the month, with an unexpected move out of town. All Board members expressed their appreciation for Mr. Clark's efforts during his tenure on the Board of Selectmen.

Dick Dubow – Was notified of issue with getting absentee ballot on the weekend (Town Hall closed on weekends). Would like discussion on other means of getting absentee ballot on the weekends.

Jim Saxe – None

Ted Hoffstatter – None

E. Executive Session

Board moved to enter executive session at 9:20PM to discuss 3 subjects. Regarding 3rd subject, Mr. Brennan left at 9:35 PM. Mr. Brennan returned at 9:59 p.m.

Board out of Executive Session at 10:04 p.m.

Actions Taken

Police Pension Contract Deliberations – Motion made by Mr. Brennan to authorize Sarah Taffel to offer a proposal discussed at the executive session. Seconded by Dick Dubow, unanimously passed 5-0.

Salary Recommendations - Non Union Employees - FY2014/2015 – Motion made by Mr. Brennan to approve the recommended salary plans as submitted. Seconded by Ted Hoffstatter, unanimously passed 5-0.

Salary Adjustment – First Selectman – December 1, 2014 – Actions deferred until next Board of Selectman meeting on November 17, 2014.

- F. Adjournment – Having no further business, the meeting was adjourned at 10:06 p.m.




Jacqueline Rochester, Recording Secretary

FINANCE DEPARTMENT
Tel (203) 563-0114
Fax (203) 563-0299



TOWN HALL
238 Danbury Road
Wilton, Connecticut 06897

To: William F. Brennan, First Selectman

From: Sandra L. Dennies, CFO 

Re: ICMA Offering Roth 457

The attached resolution references a program that is made available by ICMA that Wilton does not currently make available to its employees. ICMA is the Town's custodian for the 457, 401 and Roth IRA Plans. The Town's Plan includes a 457 Governmental Deferred Compensation Plan. The new program is a Roth 457 Plan that could be implemented and offered to employees with an amendment adding the Roth Provisions. That amendment is accomplished through the attached resolution.

Contributions to a Roth 457 Plan can be made regardless of your income. In the traditional Roth IRA Plans you can make contributions up to \$6,500 if your income does not exceed \$112,000. The after tax contributions allowed under the Roth 457 Program are \$17,500 if you are under 50 years of age or \$23,000 if you are 50 years of age or older. Deposits of after tax contributions are invested through ICMA and the earnings on those investments can be withdrawn tax free. That benefit to the program is realized if you have invested the funds for over 5 years starting January 1 of the first year and if you are 59 1/2 years of age. To employees, having both taxed and tax free assets can be beneficial in planning for retirement.

This plan is of interest to many employees that would like to balance their 457 retirement portfolio with tax free Roth investments. In order to allow the Town of Wilton to offer the Roth 457 Plan, the attached resolution needs to be voted upon by the Board of Selectmen. Please forward this to the Board of Selectmen for their consideration at their next meeting.

TOWN OF WILTON

AGREEMENT TO PROVIDE PROFESSIONAL SERVICES

Contract Name Cider Mill & Middlebrook Boiler Replacement Project

This Agreement ("Agreement") is made as of this 18th day of July, 2012 by and between Kuegler Associates LLC hereinafter called "Provider") with offices located at 51 Depot Street, Suite 104, Watertown, Connecticut 06795 and THE TOWN OF WILTON ("Owner").

Contact: Kurt Kuegler

Telephone: 860-945-6955 Fax: 860-274-9540

The parties agree as follows:

ARTICLE 1. THE PROJECT

The services to be provided under this Agreement are for the following Project ("Project"):

Replace the existing boilers at Cider Mill School and Middlebrook School with high performance condensing gas boilers.

ARTICLE 2. PROVIDER'S RESPONSIBILITY

Provider accepts the relationship of trust and confidence established between it and The Town of Wilton and agrees to furnish its best skill and judgment and to perform its Services in the most expeditious and economical manner consistent with the interests of The Town of Wilton and in accordance with the standard of care generally exercised by other engineering firms in the same locale, acting under similar circumstances.

ARTICLE 3. SERVICES OF THE PROVIDER

Provider shall perform the following Services ("Services") in accordance with the terms of this Agreement, and any applicable laws, codes, ordinances, rules or regulations relating to providers services:

The Provider shall provide engineering services for the design and construction administration of the boiler replacement project at Cider Mill and Middlebrook schools in accordance with the scope of services as defined in the RFP for Engineering Services, dated 9/3/14, and attached hereto as Exhibit B.

ARTICLE 4. TIME OF PERFORMANCE – In accordance with the project schedule attached hereto as Exhibit A

ARTICLE 5. PROVIDER'S COMPENSATION

Contract value based on the Fee Proposal Form, dated 10/6/14, and attached hereto as Exhibit C, shall NOT EXCEED Forty-Seven Thousand Dollars and no cents (\$47,000.00), plus the estimated reimbursables of \$900 and an add alternate of \$3000 to provide an independent estimate based on the schematic design documents.

ARTICLE 6. MODIFICATION AND TERMINATION

This Agreement may be modified or amended only by written instrument signed by the parties hereto and Provider's compensation and time of performance of the Agreement shall be adjusted if they are materially affected by such modification or amendment.

The Town of Wilton may terminate this Agreement at any time upon seven days' written notification to Provider.

Provider may terminate this Agreement upon seven days' written notice if The Town of Wilton is in breach of any of its provisions or if the Project is suspended for 60 days or more. Following termination by The Town of Wilton or provider, provider shall be reimbursed for all expenditures made in good faith in accordance with the terms of this agreement that are unpaid at the time of termination.

Following termination by The Town of Wilton or Provider, Provider shall be reimbursed for all expenditures made in good faith in accordance with the terms of this Agreement that are unpaid at the time of termination.

ARTICLE 7. INSURANCE

Before commencing the Work, the following insurance coverages from insurance companies satisfactory to The Town of Wilton shall be in place and maintained until completion and final acceptance of the Work

1. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE in accordance with laws of the State in which the Work is situated.
2. COMMERCIAL GENERAL LIABILITY INSURANCE INCLUDING COMPLETED OPERATIONS, CONTRACTUAL LIABILITY INSURANCE AGAINST THE LIABILITY ASSUMED HERINABOVE, and including CONTRACTOR'S PROTECTIVE LIABILITY INSURANCE if the Provider sublets to another all or any portion of the Work, with the following minimum limits:

\$ \$1,000,000.00 per Occurrence
\$ \$2,000,000.00 General Aggregate

A) The above insurance coverages shall be provided by insurance companies selected by the Provider. All costs are included in the Price and are to be paid by the Provider.

3. AUTOMOBILE LIABILITY INSURANCE covering all owned, non- owned and hired automobiles used in connection with the Work, with the following minimum limits:

Bodily Injury (including death) and Property Damage \$1,000,000 Combined Single Limit

4. PRACTICE (OFFICE) PROFESSIONAL LIABILITY INSURANCE (E&O) for protection from claims arising out of the performance of any design or engineering services performed or furnished in connection with the Work caused by any negligent act error or omission for which Provider and/or the Provider's Architect(s) and/or Engineer(s) may become legally liable. Such professional liability insurance shall provide for coverage as follows:
 - a. Limit of liability \$2,000,000
 - b. Deductible Amount \$10,000
 - c. Provider agrees that he will maintain this Professional Liability coverage for 5 years after substantial completion of the Project, will notify The Town of Wilton of any changes in the policy in subsequent years and will ensure that the policy will not provide less limits or coverage than the current policy."
 - d. Sixty (60) days prior written notice to The Town of Wilton of cancellation of such insurance or any material change with respect thereof.

Such professional liability insurance shall be in a form and from a company acceptable to The Town of Wilton and policy shall be available for review by The Town of Wilton as requested

Before commencing the Work the Provider shall furnish a certificate satisfactory to The Town of Wilton from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration and limits of liability thereunder and further providing that the insurance will not be canceled or changed until the expiration of at least thirty (30) days after written notice of such cancellation or change has been mailed to and received by Turner.

The Town of Wilton and Turner Construction Co. shall be named as an additional insured under the policies of insurance included in items 2 and 3 above.

ARTICLE 8. INDEMNIFICATION

It is understood and agreed that Provider shall Hold Harmless **The Town of Wilton and Turner Construction Company** from all claims, losses, expenses and damages, including but not limited to attorney's fees, arising out of or resulting from the performance of its Services, but only to proportionate extent of provider's negligent performance of its services.

ARTICLE 9. ARBITRATION

Any claims or controversy arising out of or related to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules then obtaining of the American Arbitration Association and judgment upon the award may be entered in any court having jurisdiction.

ARTICLE 11. MISCELLANEOUS PROVISIONS

All notices or other communication under this Agreement shall be deemed to have been given when received by the party to whom sent at the addresses set forth above.

Any such notice or communication which shall be mailed shall be sent first class postage prepaid return receipt requested.

The law in effect at the location of the Project shall govern this Agreement.

The status of the Provider shall be that of an independent Contractor.

In witness whereof the parties hereto have executed this agreement as of the date first written above.

THE TOWN OF WILTON

By: _____ DATE: _____
Title: _____

KUEGLER ASSOCIATES LLC

By:  DATE: 10/27/2014
Title: PRINCIPAL

**Wilton Boiler Replacement Project
Middlebrook & Cider Mill**

Wed 9/3/14

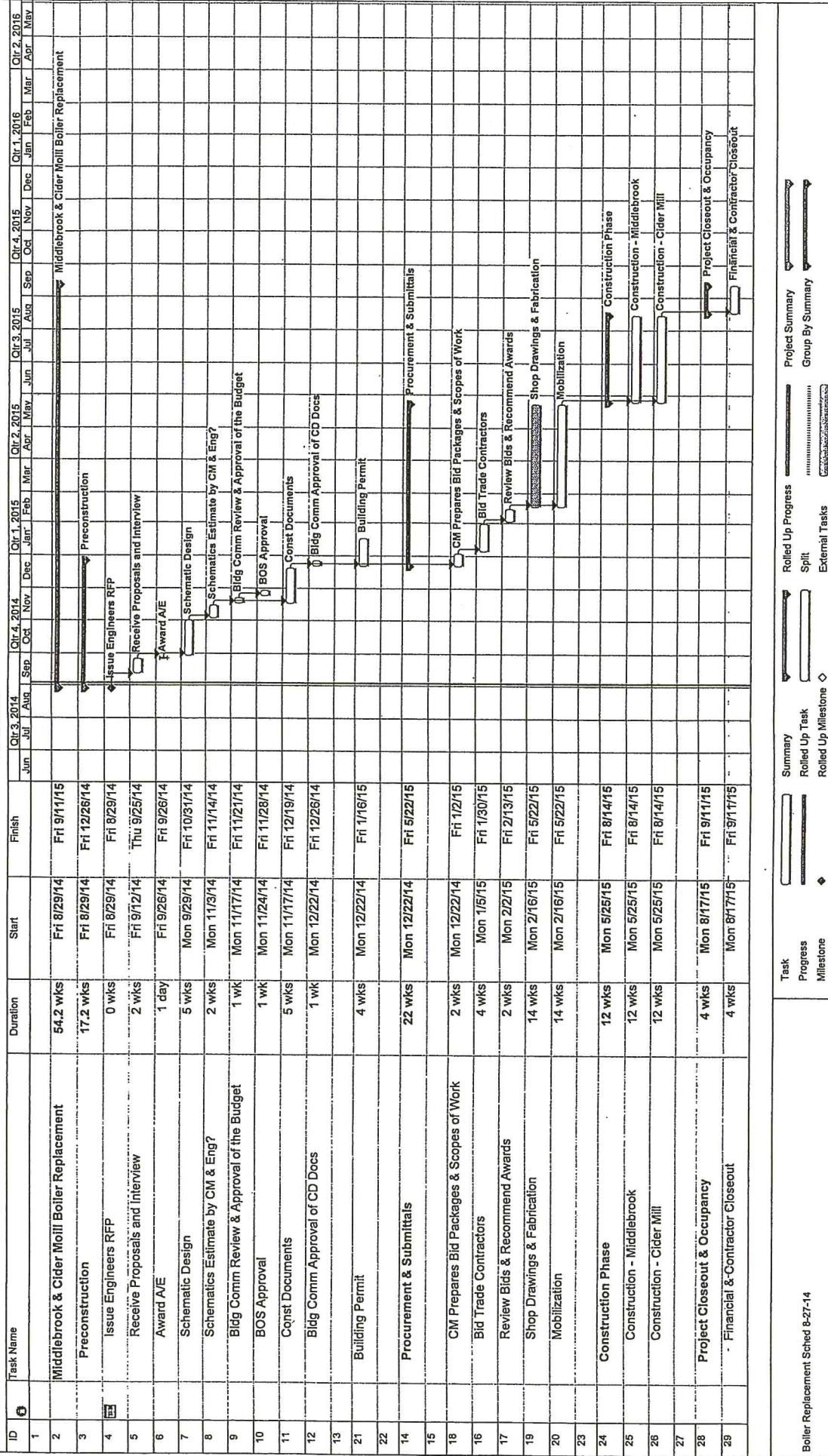
Exhibit A

EXHIBIT B

**TOWN OF WILTON
WILTON, CONNECTICUT**

**REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES
AT**

MIDDLEBROOK MIDDLE SCHOOL & CIDER MILL ELEMENTARY SCHOOL

The Town of Wilton will be receiving sealed requests for proposals from Engineering firms who will:

PROVIDE ENGINEERING SERVICES FOR:

BOILER REPLACEMENT PROJECTS AT MIDDLEBROOK & CIDER MILL

Proposals must be received by 2:00 PM Friday, September 19, 2014.

Proposals should be clearly marked:

ENGINEERING PROPOSALS FOR BOILER REPLACEMENT PROJECTS

A mandatory pre-qualification meeting will be held on September 10, at 1:00 PM at the Middlebrook Middle School. Meet at the main entry of the school at 131 School Road, Wilton, CT.

The Committee will review all proposals submitted and prepare a short list of firms to make a presentation to the Committee. Turner Construction, as Project Manager, will assist the Town in this process.

The Town of Wilton reserves the right to reject any and all responses not deemed to be in the best interest of the Town of Wilton. The Town also reserves the right to waive any informalities and/or reject any or all proposals or any part of any qualification.

Town of Wilton

**Bruce Hampson
Committee Chair**

September 3, 2014

TOWN OF WILTON
REQUEST FOR PROPOSAL

1. SCOPE OF WORK

- A. The Town of Wilton is soliciting proposals from engineering firms to provide schematic and construction documents to replace the existing oil fired boilers and hot water heaters at the named schools with gas fired units. A major part of this assignment will be to evaluate the feasibility of using condensing boilers versus high efficiency gas boilers for the existing heating system and determining through an energy analysis the relative costs and efficiencies of the options available to the Town. Machine Room access may have a significant impact on cost between boiler types. It is expected that this scope of work will also include revisions to the breaching, controls, piping, pumps, etc.

Any questions may be directed to Mr. Tylor Tregellas, at Turner
Construction at 203-712-8241 or email at stregellas@tcco.com.

2. SUBMISSION AND DEADLINE

- A. All submissions must be received in the Wilton Town Hall by 2:00 PM on September 19, 2014. Four (4) copies are to be submitted to the attention of:
- The Town of Wilton
Town Hall
238 Danbury Road
Wilton, CT 06897**
- B. Packages shall be sealed with the submitting firm's name and address and plainly marked on the outside of the package:

Boiler Replacement - Engineering Proposals

3. SPECIAL INSTRUCTIONS

- A. Respondents are hereby notified that all proposals submitted and information contained therein and attached thereto shall become public information upon the selection of the project engineer.
- B. The work to be performed under this contract is publicly funded and subject to the Town of Wilton's Quality Based Selection Process.

September 3, 2014

- C. The construction phase of this project must be complete and ready for the September 2015 heating season. Funding for the project has already been approved.
- D. Note that the project budget is set at \$1.4 million.
- E. The design team should be prepared to spend the appropriate amount of time required to confirm existing conditions and not to rely solely on the limited information available from the existing drawings and reports.
- F. Hazardous material investigation and remediation documents are not included in this proposal. The Town will contract with the hygienist directly.
- G. The Engineer shall engage with Yankee Gas and CL&P during the design and construction phase, and work with the client to take full advantage of grants and incentives available through *The Energy Conscious Blueprint Program* and *The Small Business Energy Opportunities Program*.
- H. The Town may engage a third party Commissioning Agent for the project. If so, the commissioning process will include the review of the plans and specifications from the start of design through construction, system commissioning, acceptance, training, and the initial warranty phase of the project.
- I. Existing drawings for each facility will be made available, however, they may not represent the current conditions or be complete.
- J. The proposed project schedule is attached in Exhibit D.

4. EXISTING CONDITIONS

The Middlebrook Middle School is currently serviced by 2 HB Smith 5,869,000 BTU's oil fired boilers. The building has perimeter radiation and hot water coils for the air handling units.

The Cider Mill Elementary School is currently serviced by 2 HB Smith 4,696,000 BTU's oil fired boilers. The building has perimeter radiation and hot water coils for the air handling units.

5. SUBMITTAL REQUIREMENTS:

Firms shall submit 4 copies of your proposals shall be submitted at the location and time outlined in paragraph 2.

A. Technical proposals shall include the following:

1. Cover letter

Identify your proposed Team, present a brief understanding of the project, define the salient qualifications of your team, and your previous experience working together.

2. Team Experience

Provide a brief description of your firm including history, present size, general experience, financial stability, and in-house disciplines. List the names of the firm's principals and key personnel.

Provide a brief description of similar projects that your firm has completed in the past five years, with emphasis on projects of similar scope, and/or projects with similar goals or challenges. Projects with condensing boilers are of special interest.

For each project listed, provide project location, cost, and size (sf). Also provide Owner and Contractor/CM references (contact names and phone numbers) and identify any members of the proposed team that worked on the referenced project.

3. Organization Chart

Provide an organization chart including all team members, their title for the project.

4. Resumes for Key Team Members

Provide resumes for each key team member. For this purpose, a key team member is any principal, partner/officer, project executive, project manager, project engineer, or anyone with a responsible role in the successful completion of the services required. Provide resumes of all specialty consultants that you anticipate for these projects.

6. Approach

Describe the firms approach to this assignment. In particular, identify and discuss the design and construction issues associated with each project, and in particular how you will evaluate the efficiencies of the different equipment options and the extent of modifications to the existing heating system that will be required to accommodate each option.

6. SELECTION CRITERIA

The Town will short list the proposals based on the design team's experience on comparable projects (type and size), the specific qualifications and experience of the proposed staff, their experience with energy efficient and sustainable designs, and the team's references from previous projects.

Exhibits Attached :

A. Proposed Project Schedule

EXHIBIT C

Wilton Boiler Replacement Engineering Fee Proposal Form

10/6/14

Including, but not limited to, the following scope of services: MEP design, Structural Design (if required for roof penetrations), Architectural Design (if required for access modifications); this firm submits the following lump sum fee for the Boiler Replacement projects at Cider Mill and Middlebrook Schools as defined by the RFP.

\$47,000.00

This Fee Proposal will be billed in accordance with the following Progress payment schedule:

Item	FEE
Schematic Design	\$14,000.00
Design Development	
Construction Documents	\$21,000.00
Bidding & Award	\$1,000.00
Construction Administration	\$10,000.00
Close Out	\$1,000.00
Total Lump Sum Fee	\$47,000.00

Identify the number of visits and/or meetings that you have included for
CA : 12

Add Alternate 1: Please provide an add alternate to provide an independent schematic estimate as part of your Schematic Phase scope of services. Also include time to reconcile this estimate with the estimate prepared by the CM. **\$3,000.00**

Add Alternate 2: Please provide an add alternate to provide an independent estimate as part of your DD Phase scope of services. Also include time to reconcile this estimate with the estimate prepared by the CM. **\$3,000.00**

Below is a list of services that are specifically excluded from our scope of services.

1. Hazardous material removal.
2. Removal of existing fuel oil systems and tanks located outside the mechanical\boiler rooms.
3. Demolition of existing exterior chimneys and stacks.

Wilton Boiler Replacement Engineering Fee Proposal Form

10/6/14

Hourly Billing Rates

<u>Title</u>	<u>Alternate Title</u>	<u>Rate</u>
Principal	Engineer	\$175.00
Project Manager/ Dept Mgr.		N/A
Project Engineer	Engineer	\$175.00
Project Architect		N/A
Draftsman/ Asst. Engineer	Designer\CAD	\$85.00
CAD Operator		N/A
Clerical		\$55.00
Other		
Other		
Other		

Reimbursable Expenses:

Please provide a list of the items that you would expect to be reimbursed for and an estimate of these expenses. Also indicate the multiplier above actual cost you would expect for reimbursable expenses. Multiplier: 1.1.

Estimated Reimbursables - Total Project: \$900. Please See List Below

- | | |
|--------------------------------------------------------|----------|
| 1. Printing for Bidding and Archival Purposes | \$750.00 |
| 2. Mailing and Shipping of Drawings and Specifications | \$150.00 |