

**REGULAR MEETING AGENDA
COLUMBIA BOARD OF SELECTMEN**

Tuesday, July 16, 2024

7:00PM

**Adella G. Urban Administrative Offices Conference Room & Virtual
323 Route 87, Columbia, CT**

Topic: BOS Meeting

Time: Jul 16, 2024 07:00 PM Eastern Time (US and Canada)

Join Zoom Meeting: <https://us02web.zoom.us/j/89972811489>

Meeting ID: 899 7281 1489

One tap mobile

+16465588656,,89972811489# US (New York)

Dial by your location

• +1 646 558 8656 US (New York)

• +1 646 931 3860 US

Find your local number: <https://us02web.zoom.us/u/kcBAjT4OvG>

This is a hybrid public meeting. The public can attend in-person or electronically. The information provided in this agenda contains the link to access the meeting electronically.

The public may view the video recording of the meeting on YouTube at "[Town of Columbia, CT](#)" Please allow approximately 48 business hours after the meeting for the video to be published.

For public input before the meeting, please email your comments to PublicInput@columbiact.org prior to 24 hours before the meeting.

CALL TO ORDER:

- 1. RULES OF CONDUCT FOR HYBRID VIRTUAL MEETING:** *This meeting will be held both in-person and virtual. This session is being both video and audio recorded. Board members and staff who are joining virtually will generally remain on mute except when speaking or voting and will generally be keeping video of themselves on throughout the meeting. If a member of the public joining virtually creates an audio or video disruption, they may be manually ejected from the meeting upon recommendation of staff or the First Selectman. If attending virtually, public comments during the meeting can be submitted through the "Chat" feature in or wave your hand and request your mic to be un-muted. PLEASE INCLUDE IN BOTH METHODS YOUR NAME AND ADDRESS.*

- 2. PLEDGE OF ALLEGIANCE**

3. APPROVAL OF AGENDA:

4. APPROVAL OF MINUTES:

- 4.1 BOS Regular Meeting Minutes for June 18, 2024.

5. AUDIENCE OF CITIZENS:

6. OLD BUSINESS:

- 6.1 Update Horace Porter School HVAC Project.

7. NEW BUSINESS:

- 7.1 To set a Town Meeting for the Tax and Business Incentive Program Ordinance.
7.2 To Set a Town Meeting for the Transfer of Funds from the General Fund to fund the Electrical Upgrade and Other Potential Costs for the Horace Porter School HVAC Project.
7.3 TRC Proposal for Additional Watershed Investigation – Columbia Lake.
7.4 Approval of the Tour des Trees bike ride on September 24, 2024.
7.5 Approval of Memorial Bench Installation for Russell and Marjorie Inzinga near the Veteran’s Memorial on the Town Green.
7.6 Sale of State-owned Land parcel in Columbia off Route 6 due to Woodward Rd Realignment.
7.7 Town Beach Access and Boat Horsepower Guidelines.

8. COLUMBIA LAKE / DAM / BEACH:

9. APPOINTMENTS / RESIGNATIONS:

- 9.1 Appointment of Peter Dunnack, Facilities Manager.
9.2 Resignation of Leah Osborn from the Columbia Board of Education.
9.3 Resignation of Katie Wilt, Community Social Services Coordinator.

10. TOWN ADMINISTRATOR REPORT:

- 10.1 Cyber Incident Reporting.

11. CORRESPONDENCE:

- 11.1 CT State Trooper – Troop K report for June 2024.
11.2 Thank you letter to the Recreation Director, Jake Plitt.
11.3 The Willimantic Chronicle Articles
 - Columbia hosting recruitment event for EMS, firefighters
 - New director looking forward to concerts.
 - Columbia prepping for July 4th parade.
 - Rose Marrotte Art Show taking place in Columbia

12. BUDGET:

- 12.1 Transfers:
12.2 Refunds:

13. APPROVE PAYMENT OF BILLS:

14. AUDIENCE OF CITIZENS:

15. BOARD MEMBER COMMENTS:

16. EXECUTIVE SESSION: Real estate per State Statutes Section 1-200(6)(D); Pending Litigation per State Statutes Section 1-200(6)(B); Personnel per State Statutes Section 1-200(6)(A).

16.1 Legal:

17. ADJOURNMENT:

**REGULAR MEETING MINUTES
COLUMBIA BOARD OF SELECTMEN**

Tuesday, June 18, 2024

7:00PM

**Adella G. Urban Administrative Offices Conference Room & Virtual
323 Route 87, Columbia, CT**

Members Present: Steven M. Everett, First Selectman; Judy Ortiz, Deputy First Selectman; Lisa Napolitano, Selectman (arrived at 7:03pm); Selectman; William O'Brien, Selectman.

Members Present Remotely: Christopher Lent, Selectman.

Also Present: Mark B. Walter, Town Administrator.

CALL TO ORDER: S. Everett called the meeting to order at 7:00 PM.

1. **RULES OF CONDUCT FOR HYBRID VIRTUAL MEETING:** S. Everett read the rules of conduct for a hybrid virtual meeting.
2. **PLEDGE OF ALLEGIANCE:** The Pledge of Allegiance was already recited at the Town Meeting held at 6:45 PM.
3. **APPROVAL OF AGENDA:** S. Everett MOVED to APPROVE the Agenda as Presented. MOTION CARRIED 4.0. L. Napolitano had not arrived yet.
4. **APPROVAL OF MINUTES:**
 - 4.1 **BOS Regular Meeting Minutes for June 4, 2024.** S. Everett MOVED to APPROVE the Board of Selectmen Regular Meeting Minutes for June 4, 2024. MOTION CARRIED 4.0.1 with J. Ortiz abstaining.
 - 4.2 **BOS Special Meeting Minutes for June 7, 2024.** S. Everett MOVED to APPROVE the Board of Selectmen Special Meeting Minutes for June 7, 2024. MOTION CARRIED 5.0.
5. **AUDIENCE OF CITIZENS:** Ann Dunnack, 103 Lake Rd. said that there is an Eagle Scout that would like to build a boardwalk over a marshy area on the way to the disc golf tees at Rec Park. She said he needs to get it done quickly, and he would like the town to pay for the material which will cost approximately \$3,000. M. Walter said that the Eagle Scout has decided not to take on this project and Tom McGrath will be taking over the project with the help of the disc golf volunteers. He said that there are funds in the Conservation and Agriculture budget to cover the cost of the project.
6. **OLD BUSINESS:**
 - 6.1 **Tax and Business Incentive Program Ordinance.** W. O'Brien said that at the May 7th Board of Selectmen's meeting the consensus was to have the tax abatement uniform for all projects regardless of value. He said that the Economic Development Committee made the recommended changes and those are reflected in the updated proposed ordinance presented to the BOS. M. Walter said that there was a question that the Town Attorney wanted the BOS to discuss regarding

deleting the following from the proposed ordinance, “Projects with the value of improvements to be constructed greater than \$25,000 but less than \$500,000, the abatement will be based 50% of the difference between the before and after improvements assessment.” M. Walter said that taking it out would go along with what we are trying to accomplish. W. O’Brien said he thinks it should be deleted. W. O’Brien MOVED to send the proposed ordinance regarding the Columbia Business Tax Incentive program to a Town Meeting. MOTION 4.0.1 with L. Napolitano Abstaining.

- 6.2 Update Horace Porter School HVAC Project.** C. Lent said the HVAC Building Committee received an update from Silver Petrucelli. Silver Petrucelli said that they are almost completed with the design and anticipate within the next couple of weeks it will be ready to be sent to the Commissioning Agent who will hopefully be under contract in the next week or so. He said the target is to get the bid for construction out the week of July 15th. This would allow contractors to review the bid and make an onsite walk through with bids due August 30th. He said that they are hoping to get this under contract by early fall. He said that the committee discussed the target completion date of September 1, 2025. C. Lent said to reach the target completion date one option the committee is recommending is to purchase the switch gear for electrical because it is a long-lead item that would take up to 35 weeks. We would break out this option from the proposal for the construction firm and the Town would procure directly. He said it gives the Town more control and on the plus side it is one less thing the contractor needs to worry about because it is already something we would supply. Part of this switch gear is installed outside and essentially it can be installed in the August time-frame. C. Lent said as soon as we get the Project Manager on contract, the Project Manager plans on building a schedule that we can track the project management.

L. Napolitano asked how much the switch gear would be. C. Lent said that the rough estimate is about \$175,000. He will have Silver Petrucelli confirm the price. C. Lent said that we will not have to cut a trench through the parking lot, which is less construction and less cost.

7. NEW BUSINESS:

- 7.1 TRC Proposal for Additional Watershed Investigation – Columbia Lake.** M. Walter said this will be put on hold.

8. COLUMBIA LAKE / DAM / BEACH: None.

9. APPOINTMENTS / RESIGNATIONS:

- 9.1 Savannah McInvale, Zoning Enforcement Officer.** M. Walter said that Savannah is a wetland agent in Massachusetts and is well-versed in field inspection, biology, wetland delineations. In addition, Savannah has experience working with boards and commission. S. Everett MOVED to APPOINT Savannah McInvale as the Zoning Enforcement Officer. MOTION CARRIED 5.0.
- 9.2 Seasonal Public Work/Grounds Keepers: William Longo and James Longo.** S. Everett explained that he had a meeting with the DPW Director and DPW Foreman on the amount of time it is taking the DPW staff to mow and do groundskeeping. The DPW staff are spending most of their time mowing and are not able to spend the amount time needed for bridges, culverts, and swales. He said we have had a third position open at the Transfer Station that we have not used any funding for,

so we will be able to use those funds to cover the seasonal public works/grounds keepers. The Seasonal Public Work/Grounds Keepers will be working a total of 16 hours, two days a week.

10. TOWN ADMINISTRATOR REPORT:

10.1 UConn Support letter for permit to carry out limited archaeological excavations at the Hop River Mill Site. The support letter was provided for the BOS to review.

10.2 CRCOG Municipal Outreach Tours: M. Walter explained that CRCOG is conducting informal, in-person visits with member municipalities to learn more about the major projects, priorities, and challenges in each community. CRCOG's goal is to foster communication and encourage collaborative opportunities and partnerships. M. Walter said he has a meeting set up Thursday afternoon with the Town Planner to discuss ideas on what we might want to talk about. M. Walter said any board member who want to come when we have the scheduled meeting with CRCOG are welcome to attend.

M. Walter said that we have been working with CIRMA regarding the recommendation for additional insurance for the concert series. M. Walter will clarify the coverage and costs for all three concerts. W. O'Brien's recommendation is to get at least one million in coverage. M. Walter said he believes the cost would be around \$923 for all three concerts. He will confirm the cost and coverage.

M. Walter said he received an update from the Town Historian, Ingrid Wood, that she and Judy Ortiz attended the Juneteenth Celebration in Hebron. She said it was very well done. The Moors Indian School Open House was held on June 8th and was very well attended.

11. CORRESPONDENCE:

11.1 CT State Trooper – Troop K report for May 2024.

11.2 The Willimantic Chronicle Articles

- **Open house event at Moor's Charity Indian School.**
- **Columbia passes budget with 6.48% increase.**

12. BUDGET:

12.1 Transfers: S. Everett MOVED to APPROVE the TRANSFERS Totaling \$41,754.00 as Presented. MOTION CARRIED 5.0.

TRANSFER #	AMOUNT	FROM ACCOUNT #	DESCRIPTION	TO ACCOUNT #	DESCRIPTION
2024-019	333.00	10-4112-040	Heath Insurance	10-412-110	Postage
	531.00			10-4112-300	General Supplies
	1,770.00			10-4112-500	Professional/Tech
2024-020	497.00	10-4113-515	Contracted Services	10-4112-421	Town Historian
2024-021	63.00	10-4112-720	Professional Dues	10-4112-750	Conferences/Seminars
2024-022	1,432.00	10-4112-0303	Workers Compensation	10-4230-811	Mach/Equip < \$5,000
2024-023	153.00	10-4260-240	Fuel	10-4260-500	Professional/Tech
2024-024	1,120.00	10-4112-040	Health Insurance	10-4320-500	Professional/Tech
2024-025	303.00	10-4350-500	Professional/Tech	10-4350-600	Repairs/Maintenance
2024-026	10,240.00	10-4800-900	Contingency	10-4410-600	DPW Repairs/Maintenance
	2,588.00			10-4410-610	DPW Bldgs/Grounds Repairs/Maintenance
2024-027	20.00	104540-750	Conferences/Seminars	10-4540-720	Professional Dues
2024-028	10,000.00	10-4420-010	Salaries-Waste Disposal	10-4420-500	Professional/Tech
2024-029	2,500.00	10-4112-460	Commercial Insurance	10-4610-420	Grants & Subsidies
2024-030	159.00	10-4640-500	Professional/Tech	10-4640-110	Postage
2024-031	18.00	10-4670-240	Fuel	10-4670-140	Advertising
	455.00			10-4670-230	Electricity
2024-032	500.00	10-4540-500	Professional/Tech	10-4540-300	General Supplies
		10-4540-515	Contracted Services		
2024-033	9,072.00	10-4800-900	Contingency	Fund 27	Internal Service

12.2 Refunds: S. Everett MOVED to APPROVE the Refunds Totaling \$71.85 as Presented. MOTION CARRIED 5.0.

13. APPROVE PAYMENT OF BILLS: S. Everett MOVED to APPROVE the PAYMENT of BILLS Totaling \$239,594.56 consisting of 2023/2024 Regular, Credit Card and Paychex as Presented. MOTION CARRIED 5.0.

14. **AUDIENCE OF CITIZENS:** None.
15. **BOARD MEMBER COMMENTS:** W. O'Brien said he is concerned about the eyesore at the property at the old bank and he is formally making a blight complaint.
16. **EXECUTIVE SESSION: Real estate per State Statutes Section 1-200(6)(D); Pending Litigation per State Statutes Section 1-200(6)(B); Personnel per State Statues Section 1-200(6)(A).** None.
17. **ADJOURNMENT:** S. Everett MOVED to ADJOURN at 7:41 PM.

Respectfully submitted by Jennifer C. LaVoie



21 Griffin Rd. North
Windsor, CT 06095

T 860.298.9692
TRCcompanies.com

May 14, 2024

Mr. Mark Walter
Town Administrator
Town Administrator's Office
323 Route 87
Columbia, Connecticut 06237

Re: Proposal for Additional Watershed Investigation – Columbia Lake
TRC Proposal No. 608546.9990.0000

Dear Mr. Walter,

TRC Environmental (TRC), provides the Town of Columbia (the Town) with this proposal for the Additional Watershed Investigation for Columbia Lake along with the scope and costs. Our proposal describes our proposed approach and compensation for the services to be provided.

Scope of Work

This Scope of Work will allow the network of drains contributing to the storm drainage outfalls into Columbia Lake to be assessed. Based on our previous testing at these outlet pipes, the storm drain system is significantly impacted by *E. coli* bacteria and excessive levels of phosphorus. Bacteria can pose a major health risk to swimming and other forms of recreational use while excessive phosphorus fuels growth of algal blooms which can become so dense that they too pose a risk to swimming through the formation of their own toxins. Although Columbia Lake is not experiencing levels of bacteria or algal toxins that are of concern currently, the storm drain system should be assessed and addressed to prevent future loading of these pollutants into the lake to avoid further decline of water quality conditions.

Task 1. Additional Bacteria Assessment

The goal of this task is to determine whether the storm drains found to be contaminated with bacteria previously are posing a threat to human health.

TRC will sample the storm drains previously found to be impacted by high bacteria levels. These include 2 Erdoni Road and Woodland Terrace (SD-2 & SD-8). We will assess these during four additional storm events in 2024 for bacterial contamination along with other water quality measurements including dissolved oxygen, temperature, specific conductance, pH, turbidity and flow.

Additionally, TRC will collect a mid-water column bacteria sample offshore from each drain outlet to determine if the bacteria detected in the storm drains is detectable in the lake at concentrations sufficiently high to pose a health concern. TRC will also collect bacteria samples at the lake's main inlet (Utley Stream Inlet), during these sampling events. Targeted storms will be sufficiently large to produce runoff (typically >0.5 inches in 24 hrs) with our goal being to collect samples within the first 30 minutes of runoff occurring.

Deliverables:

- TRC will prepare a table summarizing our results along with a figure showing sampling locations. This will be submitted to the Town along with our recommendations related to protecting public health as well as for addressing elevated bacterial levels encountered.

Task 2. Phosphorous Load Inputs to the Lake

The goal of this task is to identify disproportionately high sources of phosphorous loading within the Utley Stream drainage as well as the storm drain system discharging at 2 Erdoni Road (SD-2) since these locations were found to be significantly higher in phosphorus content than other drainages sampled.

TRC will conduct one round of sampling at the Utley Stream Inlet and at SD-2 during a significantly large storm event. We will sample up to three additional locations within the drainages of each system to try to bracket potential sources of phosphorus for a total of up to eight samples.

Samples will be sent for laboratory analysis of total and dissolved phosphorus.

TRC will also measure water quality parameters at each site including dissolved oxygen, temperature, conductivity, pH, turbidity, and flow.

Deliverables:

- TRC will provide the Town with a summary of the water quality results in a brief letter report along with our recommendations for reducing phosphorus from these discharges to the lake.

Task 3. Removing Phosphorous from Columbia Lake Analysis

TRC will review the concept of placing a bottom water intake pipe in Columbia Lake to siphon out phosphorus laden water from the deeper waters of the lake. TRC will provide the LMAC with an evaluation of the potential benefits, associated costs for construction and operation, along with our recommendations.

Deliverables:

- TRC will provide a memo to the Town discussing this review.

Schedule

The proposed timeline is presented in the table below.

Proposed Schedule

Task	June	July	Aug.	Sept.	Oct.
1. Additional Bacteria Assessment	X	X	X	X	X
2. Phosphorous Load Inputs to the Lake	X	X	X	X	X
3. Removing Phosphorous from Columbia Lake Analysis		X			

TRC will keep the Town apprised of significant findings throughout the project. TRC is not responsible for delays in performance caused by circumstances beyond our control, or which could not have reasonably been anticipated or prevented.

Assumptions

The proposed compensation described in this proposal is predicated on the Scope of Work described above and the following assumptions:

- To reduce costs and impacts to the environment associated with paper deliverables, TRC deliverables will be provided in PDF format unless otherwise noted.
- TRC assumes that reporting from Task 1 and Task 2 can be combined into a single letter report for efficiency.
- We have assumed that the Town will pay laboratory invoices directly and as such lab analysis is not included in our pricing.

Compensation

The estimate of TRC costs for completing this Scope of Work is presented on a task-by-task basis in Table 1 below. This cost is presented as a fixed, not-to-exceed fee and assumes all costs for TRC to complete our work. Laboratory will be billed directly to the Town and is not included in the table of costs.

Table 1. Costs by Task

Task	Labor	Expenses	Cost Estimate
1. Additional Bacteria Assessment	\$7,700	\$800	\$8,500
2. Phosphorous Load Inputs to the Lake	\$3,400	\$300	\$3,700
3. Removing Phosphorous from Columbia Lake Analysis	\$2,300	\$200	\$2,500
Total	\$13,400	\$1,300	\$14,700

* TRC does not anticipate the need for any project specific licenses or permits to implement this Scope of Work.

Any additional services beyond those specifically described in this proposal will be provided by TRC on a Time and Materials basis.

Prices and fees do not include state sales taxes or use taxes. Such taxes will be added as a line item to invoices when such taxes are applicable under state law.

TRC will provide invoices for our services, and payment will be due, as specified in the attached TRC Standard Terms and Conditions.

Terms of Contract

This proposal is valid for a period of 30 days. TRC proposes to perform the Scope of Services under the terms and conditions of the Proposal, the Work Authorization, the Terms and Conditions, and Rate Schedule (collectively the "Agreement"). If this Agreement is satisfactory to the Town, please sign in the required spaces on the Work Authorization and return a fully executed copy to my attention and retain a signed copy of the Work Authorization for your records. If the Town requires a Purchase Order for payment purposes, please submit the Purchase Order referencing and incorporating this Agreement, including TRC's Proposal and Proposal Number in addition to the signed Work Authorization.

Sincerely,

TRC ENVIRONMENTAL



James Treacy
Staff Scientist

Work Authorization: Acceptance of TRC Proposal No. 608546.9990.0000

The signature below, by a duly authorized representative of the Town of Columbia, indicates acceptance of the above referenced proposal without exception. Acceptance is limited to the terms stated in this Agreement, and any additional or different terms are rejected unless expressly agreed to in writing by TRC.

Approved and accepted as of the date shown below

By:

Signature

Printed Name

Title

Date

TRC Environmental 2024 Rate Schedule

CODE	TRC LABOR CLASSIFICATION/CATEGORY	HOURLY LABOR RATE
	Principal/Technical Director	
EV28	Level IV	\$363.00
EV27	Level III	316.00
EV26	Level II	283.00
EV25	Level I	262.00
	Program Manager/Senior Technical Manager	
EV24	Level IV	\$254.00
EV23	Level III	235.00
EV22	Level II	229.00
EV21	Level I	219.00
	Project/Technical Manager	
EV20	Level IV	\$211.00
EV19	Level III	201.00
EV18	Level II	193.00
EV17	Level I	187.00
	Senior Scientist/Engineer/Specialist	
EV16	Level IV	\$178.00
EV15	Level III	169.00
EV14	Level II	162.00
EV13	Level I	155.00
	Project Scientist/Engineer/Specialist	
EV12	Level IV	\$147.00
EV11	Level III	139.00
EV10	Level II	133.00
EV09	Level I	123.00
	Scientist/Engineer/Specialist, Technicians, and Project Support	
EV08	Level VIII	\$117.00
EV07	Level VII	110.00
EV06	Level VI	101.00
EV05	Level V	94.00
EV04	Level IV	85.00
EV03	Level III	78.00
EV02	Level II	71.00
EV01	Level I	57.00

⁽¹⁾ A 15% Mark-up will be added to non-labor costs and expenses/ODCs.

⁽²⁾ A 6% Communication Fee will be applied to labor charges in lieu of separate reimbursement for photocopying, report production, faxing, computer usage, software usage, telephone charges, and postage costs. Digital productivity solutions/applications include mobile and desktop applications designed to increase efficiency in data collection and representation, excluding custom development as required on a per project basis.

⁽³⁾ Overtime rates will apply to non-exempt (hourly) staff in conformance with applicable law.

⁽⁴⁾ All TRC rates are subject to an annual calendar year escalation.

⁽⁵⁾ All invoicing will apply TRC billing rates in conformance with the rate schedule in effect at the time of the services.

⁽⁶⁾ A 2% fee will be applied to the invoice amount to cover Professional Liability and Related Insurance costs.

⁽⁷⁾ For Litigation or Litigation Support Services, please request a copy of our Standard Rates for Litigation Services.



TRC PROPOSAL TERMS AND CONDITIONS

These Terms and Conditions are incorporated into the proposal to which these Terms and Conditions are attached (the “**Proposal**”). The term “**TRC**” herein shall mean the entity submitting the proposal. The term “**Client**” herein shall mean the person or entity for whom the Work will be performed.

ARTICLE 1. WORK, AGREEMENT DOCUMENTS, AND PROJECT INFORMATION

- 1.1 Work, Deliverables, Materials. TRC will perform the consulting, engineering, and/or other professional services (the “**Work**”), provide the work product, such as drawings, plans, specifications, reports, or other information (“**Deliverables**”), and/or procure the materials and/or equipment (“**Materials**”), as set forth in detail in the Proposal.
- 1.2 Agreement Documents. These Terms and Conditions, together with the Proposal, form the Agreement pursuant to which TRC will perform. If Client issues a purchase order or similar document authorizing the Work (“**Client Authorization**”), any pre-printed terms included in any Client Authorization shall be of no effect and are expressly excluded from this Agreement.
- 1.3 Interpretation. In the event of any conflict or inconsistency between or among any of the Agreement Documents, these Terms and Conditions shall take precedence, followed by the Proposal, unless expressly stated otherwise herein or in the Proposal. In the event of any conflict or inconsistency between or among the terms or conditions established in a Change Order or amendment and the Agreement, the terms of such Change Order or amendment will take precedence over those of the Agreement. No other terms or conditions shall be applicable to the Work.
- 1.4 Defined Terms. Some capitalized terms used in the Agreement may be defined in the Proposal. Any term defined in the Proposal will have the same meaning throughout the Agreement, and any term defined in the Agreement will have the same meaning in the Proposal.

ARTICLE 2. COMPENSATION AND INVOICING

- 2.1 Compensation. Client shall pay the Contract Price set forth in the Proposal.
- 2.2 Invoicing. TRC will bill for its Work, and Client shall compensate TRC, as provided in the Proposal. TRC will submit monthly invoices for Work rendered and expenses incurred in the prior month.
 - (a) Time and Expense. Any Work performed on a time and expense or time and materials basis will be invoiced as follows:
 - (i) Rates shall be as set forth in the Proposal. Rates are subject to increase on an annual basis.
 - (ii) TRC will keep accurate and daily records of all labor, equipment, and materials furnished. TRC will summarize daily records on a weekly and/or monthly basis and will submit for review upon Client’s written request.
 - (iii) Reimbursable Expenses:
 - Project Expenses. Expenses reasonably incurred in connection with the Work will be invoiced at 6% of Labor (includes in-house reproduction, office materials, telecommunications, standard software, postage, computer expenses, and field expendables).
 - Insurance. A charge of 2% will be applied to all invoiced amounts for the cost of TRC’s insurance coverage.
 - Subcontractors. A fee of 15% will be added to the invoice cost of subcontracts managed by TRC
 - Client Requested Expenses. Outside services such as, but not limited to, outside reprographic services, materials, and equipment, will be invoiced at cost plus 10%.
 - Mileage. Personal automobile travel from portal to portal or between locations will be charged at current IRS mileage rates per mile.
 - Travel Expenses. Airfare, car rental, taxi, parking, tolls, and incidental expenses will be invoiced at cost plus 10%, with receipts provided for any expense over \$25.00.
 - Lodging and Meals. Lodging and meals will be charged either:
 - at cost plus 10%, with receipts provided for any expense over \$25.00, or
 - on a per diem basis, using the GSA per diem rates found here: <https://www.gsa.gov/travel/plan-book/per-diem-rates>. When lodging and meals are charged on a per diem basis, a flat per diem rate will be charged and receipts will not be provided for actual lodging and meal expenses.
 - (iv) Unless otherwise stated, the Contract Price does not include any present or future federal, state, or local property, license, privilege, sales, use, excise, gross receipts or other like taxes or assessments which may be applicable to, measured by, imposed upon, or resulting from the performance of the Work.
 - (b) Lump Sum or Unit Prices. If Work is performed on a lump sum or unit price basis, TRC will invoice on the schedule provided for in the Proposal or, if no invoicing schedule is included in the Proposal, based on percentage of completion of Work or number of units completed, as applicable.
 - (c) Disputed Invoices. If Client objects to all or any portion of an invoice, it must notify TRC in writing detailing the nature of the objection within seven (7) days from the date of receipt of the invoice, and must pay any undisputed portion of the invoice as provided in Section 2.3 below. The Parties will confer immediately after Client advises of a dispute and the Parties will make every effort to immediately resolve the disputed portion of the invoice. If the Parties fail to reach agreement at the project level on a disputed invoice within thirty (30) days of the date of the invoice, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 2.3 Payment Terms. Except as provided in Section 2.2(c) above, Client must pay all invoices as set forth in the remittance instructions in Section 16.12 below no later than thirty (30) days after the date of the invoice.
- 2.4 Failure to Pay. Except as provided in Section 2.2(c) above, interest will accrue on all delinquent payments at the rate of 1.5% per month, or the highest rate permissible under applicable law, whichever is less, starting on the 31st day after the date of an invoice.



Additionally, if Client does not pay TRC within forty-five (45) days of the date of an invoice, then, upon seven (7) days' written notice to Client, TRC may suspend performance of the Work and any Deliverables until it receives payment of the amount owing. Additionally, Client will reimburse TRC for all reasonable costs incurred by TRC in collecting any overdue payments and related interest, including, without limitation, reasonable attorneys' fees, other legal costs, court costs, and collection agency fees.

- 2.5 Records/Audit. TRC will keep complete and accurate records in accordance with generally accepted accounting practices with respect to all amounts invoiced by TRC under this Agreement. TRC will keep such records pertaining to each invoice for two (2) years after the date of the invoice. If an audit is commenced within such two (2) year period, Client must provide TRC with advance written notice of the audit, such audit may only be performed during normal business hours, and such audit shall not extend to TRC's overhead, markups, profit/loss information, fixed rates, unit prices, prices expressed as percentages, efficiency in performing Work, or any trade secrets.

ARTICLE 3. TIME FOR PERFORMANCE

- 3.1 Time for Performance. TRC will use commercially reasonable efforts to perform the Work within the Contract Time stated in the Proposal to the extent consistent with the terms of this Agreement, the Standard of Care defined below, and the orderly progress of the Work.
- 3.2 Completion. TRC's Work will be considered complete at the earlier of: (i) the date when TRC's Deliverables are reasonably accepted by Client; or (ii) thirty (30) days after the date when the last of TRC's Deliverables are submitted for final acceptance if Client does not notify TRC in writing within such 30-day period that the Deliverables fail to conform to the requirements of the Agreement.

ARTICLE 4. ADDITIONAL AND CHANGED WORK, DELAYS

- 4.1 Work Added or Changed by Client. Client shall provide TRC with an equitable adjustment in compensation and time for performance for any Work added or changed by Client. Any changes or additions to the Work shall be set forth in a written document signed by both Parties ("Change Order"). TRC has no obligation to proceed with changed or additional work until the Parties execute a Change Order.
- 4.2 Force Majeure Events. No Party will be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party hereunder), to the extent such failure or delay is caused by a Force Majeure Event. The term "Force Majeure Event" means any event which: (a) is not within the reasonable control of the affected Party; and (b) causes the affected Party to be delayed in performance of, or unable to perform, its obligations under this Agreement. Subject to the foregoing, Force Majeure Events include, but are not limited to: drought; fire; flood; extreme weather conditions; earthquake; lightning; epidemic; war (whether declared or undeclared); acts of terrorism, or damage resulting therefrom; acts of God or the public enemy; explosion; rebellion; riot; civil disturbance; sabotage; vandalism; actions of third parties; actions of a court or other governmental entity; actions of, or failure to act by, regulatory agencies; strikes or other concerted acts of workers; accidents in shipping or transportation; and the closing or congestion (beyond reasonably foreseeable levels) in any harbor, dock, port, canal, or other adjunct of the shipping or navigation of or within any place; or pandemic, epidemic, or governmental activity in response to such pandemic or epidemic that impacts a Party's ability to perform. The Party affected by a Force Majeure Event: (i) must promptly notify the other Party by email; (ii) is relieved from fulfilling its contractual obligations during the continuance of the Force Majeure Event to the extent the inability to perform is caused by the Force Majeure Event; (iii) as soon as reasonably possible after the Force Majeure, must fulfill or resume fulfilling its obligations hereunder; (iv) must promptly notify the other Party by email of the cessation or partial cessation of the Force Majeure Event; and (v) will be entitled to equitable compensation and an equitable adjustment of the Contract Time to neutralize the effect of the Force Majeure Event. Within a reasonable time after cessation of the Force Majeure Event, any Party claiming additional time and/or compensation must provide the other Party with supporting information to substantiate its position. If the Parties fail to reach agreement at the project level on an amendment or a Change Order within thirty (30) days of the submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.3 Impacts to the Work. TRC will be entitled to equitable compensation for, and an equitable adjustment of the Contract Time, to the extent the Work is impacted by any additional or changed Work as a result of any actions or circumstances not the fault of TRC, including, but not limited to: a failure of Client to perform or cause performance of its obligations in accordance with the Agreement, including, but not limited to, failure to provide necessary access or Information (defined below); failure to provide necessary comments in connection with the development of any Deliverables (defined below); interference with or delay of any Work caused by Client, or other party for whom Client is responsible; any error, omission, or ambiguity in Information; changes in site conditions; and delays in obtaining, or the absence, suspension, termination, or failure of renewal of, any permit, license, or governmental authorization.
- 4.4 TRC Change Order Requests. Whenever TRC discovers an event or a condition has impacted its Work so as to constitute a basis for a change in compensation or schedule, TRC will notify Client by email promptly after discovery of the event or condition, advising Client of the nature of the impact and requesting a Change Order. Within a reasonable time thereafter, TRC will provide Client supporting information to substantiate TRC's position. If the Parties fail to reach agreement at the project level on a Change Order request within thirty (30) days of TRC's submission of supporting information, either Party has the option of proceeding in accordance with Article 15, Dispute Resolution.
- 4.5 Delays by TRC. If the Work is not progressing in accordance with the project schedule due to TRC's fault, TRC will take appropriate corrective measures to recover the schedule at TRC's expense, to the extent the delays are caused by TRC's fault.

ARTICLE 5. CLIENT'S RESPONSIBILITIES

- 5.1 Client Information. Client will furnish to TRC all existing studies, reports, surveys, inspections, Project Site evaluations, data, and other information available or that becomes available to Client and pertinent to TRC's performance of the Work ("Information"), authorize TRC to obtain additional Information as required; and furnish the services of others where necessary for the performance of the Work. TRC will be entitled to use and rely on the completeness and accuracy of all such Information.
- 5.2 Access. Where necessary for performance of the Work, Client will arrange for TRC access to any site or property.

- 5.3 Subsurface Investigations. If the Work involves subsurface investigation, excavation, or drilling, Client must provide TRC with assistance in locating underground structures or utilities in the vicinity of any such activities. If despite commercially appropriate practices neither Client nor TRC can confirm the location of such underground structures or utilities, Client agrees that TRC is not responsible for any costs associated with, and accepts all liability and costs associated with, the repair, replacement, or restoration of any damage caused by the performance of the Work.
- 5.4 Communication. Client will designate an authorized representative who will be responsible for communications and consultation with TRC and who will have the authority to make decisions necessary for TRC to perform its Work.

ARTICLE 6. TRC'S OBLIGATIONS AND WARRANTY

- 6.1 Standard of Care. TRC will perform the Work consistent with the professional skill and care ordinarily provided by the same type of professional, for a project of similar size, scope, and complexity during the time which the Work is provided, and in a similar locality, under similar circumstances ("**Standard of Care**"). Reasonable people may disagree on matters involving professional judgment and, accordingly, a difference of opinion on a question of professional judgment will not excuse Client from paying for Work rendered.
- 6.2 Warranty for Materials. In the event TRC procures Materials pursuant to this Agreement, TRC warrants to Client that the Materials will be new and free of defects in workmanship ("**Warranty**").
- 6.3 Remedies. If TRC's Work fails to meet the Standard of Care ("**Nonconforming Work**"), or if any Materials fail to meet the Warranty ("**Defective Materials**"), and if Client provides written notice to TRC of such failure no later than one (1) year after completion of the Work ("**Correction Period**"), at TRC's option TRC will within a reasonable time after receipt of written notice: (a) re-perform the Non-conforming Work; (b) repair or replace the Defective Materials; or (c) refund the amount of compensation paid to TRC for such Non-conforming Work and/or Defective Materials. Client will provide TRC access to the Project Site so TRC can perform its obligations under this Section 6.3.
- 6.4 Warranty Limitation. THE STANDARD OF CARE IS NOT A WARRANTY OR GUARANTEE, AND TRC HAS NO SUCH OBLIGATION, EXPRESS OR IMPLIED, WITH RESPECT TO PROFESSIONAL SERVICES. NOTHING IN THIS AGREEMENT WILL BE INTERPRETED TO REQUIRE TRC TO PERFORM PROFESSIONAL SERVICES TO ANY HIGHER STANDARD OR HAVE ANY OBLIGATION IN THE PERFORMANCE OF PROFESSIONAL SERVICES IN EXCESS OF WHAT IS REQUIRED BY THE STANDARD OF CARE, AND THIS SECTION WILL CONTROL OVER ANY CONTRARY PROVISION. OTHER THAN THE EXPRESS WARRANTIES CONTAINED HEREIN, TRC DISCLAIMS ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. SUBJECT TO TRC'S LIABILITY UNDER SECTION 9.2, CLIENT'S EXCLUSIVE REMEDIES AND TRC'S ONLY OBLIGATIONS ARISING OUT OF A CLAIM FOR NONCONFORMING WORK AND/OR DEFECTIVE MATERIALS FOLLOWING SUBSTANTIAL COMPLETION OF THE WORK WILL BE THOSE STATED IN THIS ARTICLE 6.
- 6.5 Licenses. TRC will obtain in TRC's name the known licenses, permits, or other approvals from any governmental agency or regulatory body that are necessary for TRC to perform the Work.
- 6.6 Resources. TRC will obtain all tools, equipment, materials, software, and licenses that are necessary for TRC to perform the Work.
- 6.7 Employees. TRC will employ, discharge, pay, control, and direct its employees. TRC will employ only skilled professionals for Work requiring special qualifications.
- 6.8 Inspections. If the Work includes inspections during or after construction based upon TRC-prepared drawings or specifications, notwithstanding anything to the contrary herein, consistent with the Standard of Care, TRC will visit the Project Site at intervals appropriate to the state of the contractor's operations, or as specifically provided in TRC's Work, (1) to become generally familiar with and to keep Client informed about the progress and quality of the portion of the construction work completed, (2) to endeavor to guard Client against defects and deficiencies in the construction work, and (3) to determine in general if the construction work is being performed in a manner indicating that, when fully completed, will be in accordance with the applicable contract documents, but the sole responsibility for compliance with drawings and specifications will be with the entity performing the construction. TRC shall not have control of, nor be in charge of, nor shall be responsible for, the means, methods, techniques, sequences, procedures, construction, or safety precautions and programs in connection with any construction work, as these are solely the construction contractor's rights and responsibilities. Furthermore, TRC shall not be responsible for the failure of Client, or any party under contract with Client, including, but not limited to, any architect, engineer, consultant, contractor, or subcontractor, to carry out their respective responsibilities in accordance with their legal and contractual obligations.
- 6.9 Communication. TRC will designate an authorized representative who will be responsible for communications and consultation with Client and who will have the authority to make decisions necessary for TRC to perform its Work. TRC will advise Client at regular intervals of the status of the Work.

ARTICLE 7. CONFIDENTIALITY

- 7.1 Confidentiality Agreement. The Party receiving Confidential Information may include that Party's Representatives ("**Recipient**"). The term "**Representatives**" means a Party's affiliates and their respective employees, agents, and advisors. Recipient is not permitted to reveal Confidential Information (defined in Section 7.2 below) to any third party without written consent from an authorized representative of the Party disclosing the Confidential Information ("**Discloser**"). Notwithstanding the foregoing, Client acknowledges that TRC's review of Client's Confidential Information will inevitably enhance TRC's knowledge and understanding of Client's business in a way that cannot be separated from TRC's other knowledge, and Client agrees that this Agreement shall not restrict TRC in connection with the purchase, sale, or consideration of, or decisions related to, other investments.
- 7.2 Confidential Information. The term "**Confidential Information**" includes: (i) all non-public information, materials, or products developed pursuant to this Agreement; and (ii) information about a Party's or its Representatives' business affairs, employees, finances, services, intellectual property, trade secrets, and other sensitive, marketing, or proprietary information, whether disclosed orally or in written, electronic, or other form or media. Notwithstanding the foregoing, however, Confidential Information shall not include the following: (i) information which at the time of disclosure is or becomes publicly available other than as a result of a

disclosure by an act or omission of Recipient; (ii) information which is or becomes available to Recipient on a nonconfidential basis from a source (other than from Discloser) which is not prohibited from disclosing such information pursuant to a legal, contractual or fiduciary obligation to Discloser; (iii) information which was already known to Recipient; or (iv) information which is independently developed by Recipient.

- 7.3 **Legal Obligation to Disclose.** If Recipient is required by applicable law, regulation, or legal process to disclose any of the Confidential Information, Recipient will notify Discloser promptly so Discloser may (i) seek a protective order or other appropriate remedy, (ii) take action to assure confidential handling of such information, and/or (iii) in its sole discretion, waive compliance with the terms of this Agreement. In the event such protective order or other remedy is not obtained, or Discloser waives compliance with the terms hereof, Recipient (i) may so disclose only that portion of the Confidential Information which it is legally required to disclose and shall, upon request, reasonably assist Discloser with Discloser's efforts to obtain reliable assurance that confidential treatment will be afforded such Confidential Information, and (ii) shall not be liable for such disclosure. Notwithstanding the foregoing, Client acknowledges that one or more of TRC's affiliates is a registered investment adviser and that TRC may be subject to routine examinations, investigations, regulatory sweeps, or other regulatory inquiries by applicable regulatory and self-regulatory authorities. Client agrees that TRC may make such disclosures as may be requested by any such authority (or examiner thereof) and will not be required to comply with the process described in this paragraph; provided that if the request by such authority (or examiner thereof) is specifically targeted at Client, TRC will notify Client (to the extent not prohibited by such authority or examiner or by applicable rule, regulation, or law) as promptly as practicable following such request.
- 7.4 **Remedy.** Each Party agrees the actual or threatened disclosure or use of any Confidential Information, other than as permitted under this Agreement, will cause irreparable harm to Discloser, and Discloser will be entitled, without prejudice or limit to any other remedy, to obtain injunctive relief to prevent such unauthorized use or disclosure.
- 7.5 **Communications with Third Parties.** To the extent the Work requires TRC to communicate with any third party including, but not limited to, owners of the Project Site or other locations, former employees, current employees, or government authorities, TRC shall so inform Client. For all such communications, Client releases TRC from claims of breach of confidentiality, waiver of privilege, or otherwise associated with any such communications.

ARTICLE 8. INSURANCE

- 8.1 **Required Insurance Coverage.** TRC will obtain and maintain insurance of the types and amounts set forth herein. The insurance will be in effect before Work commences, and will remain in effect until completion of the Work. TRC will require any subcontractors to obtain and maintain coverages appropriate to their scope of work. TRC will have the following insurance coverage:
- (a) **Worker's Compensation Insurance and Employer's Liability Insurance** as required by the law of the state in which the Project is located, but Employer's Liability coverage will be in the amount of \$1,000,000 each accident;
 - (c) **Automobile Liability Insurance** in the amount of \$1,000,000 combined single limit per accident;
 - (d) **Commercial General Liability Insurance** in the amount of \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate; and
 - (e) **Professional Liability Insurance** in the amount of \$1,000,000 each claim and \$2,000,000 annual aggregate.
- 8.2 **Certificates of Insurance.** Prior to commencing Work, TRC will furnish Client with certificate(s) of insurance evidencing compliance with the insurance requirements herein. Renewal certificates will be provided to Client upon the expiration of any required insurance policies. No policy will be cancelled or not renewed without thirty (30) days' prior written notice to Client.

ARTICLE 9. INDEMNITY

- 9.1 **Definitions.**
- (a) "**TRC Group**" means TRC and its subcontractors of all tiers, and each of their parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
 - (b) "**Client Group**" means Client and its parent, subsidiary, and affiliated companies, and all their officers, directors, and employees.
 - (c) "**Losses**" means any and all damages, costs, or expenses, including, but not limited to, reasonable attorneys' fees, expert fees, and expenses and costs of litigation.
 - (d) "**Claims**" means all third party claims, lawsuits, demands, or actions.
- 9.2 **TRC's INDEMNITY OBLIGATIONS.**
- (a) **TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM ANY AND ALL LOSSES ARISING OUT OF CLAIMS TO THE EXTENT SUCH CLAIMS ARE CAUSED BY TRC'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS IN THE PERFORMANCE OF ITS PROFESSIONAL SERVICES UNDER THIS AGREEMENT.**
 - (b) **WITH THE EXCEPTION OF CLAIMS ARISING UNDER SECTION 9.2(a), TRC WILL INDEMNIFY AND HOLD HARMLESS CLIENT GROUP FROM LOSSES, AND WILL DEFEND CLIENT GROUP FROM CLAIMS, DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF TRC IN THE PERFORMANCE OF ITS WORK.**
- 9.3 **CLIENT'S INDEMNITY OBLIGATIONS.** CLIENT WILL INDEMNIFY AND HOLD HARMLESS TRC GROUP FROM LOSSES ARISING OUT OF CLAIMS DUE TO BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE TO THE EXTENT SUCH BODILY INJURY, DISEASE, DEATH, OR PROPERTY DAMAGE IS CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF CLIENT IN THE PERFORMANCE OF THIS AGREEMENT. ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN THE EVENT TRC PERFORMS INTRUSIVE GROUND EXPLORATIONS OR INVESTIGATIONS, INCLUDING BUT NOT LIMITED TO, EXCAVATION, DRILLING, BORING, OR PROBING ("SUBSURFACE INVESTIGATION") AS PART OF THE WORK, CLIENT WILL INDEMNIFY TRC GROUP FROM AND AGAINST LOSSES RESULTING FROM, OR ARISING OUT OF, CLAIMS FOR DAMAGES TO SUBSURFACE OR UNDERGROUND UTILITIES OR STRUCTURES, INCLUDING BUT NOT LIMITED TO, GAS, TELEPHONE, ELECTRIC, WATER, OR SEWER UTILITIES, WHOSE LOCATIONS WERE NOT DESIGNATED OR IDENTIFIED TO TRC PRIOR TO THE COMMENCEMENT OF ANY SUBSURFACE INVESTIGATION.
- 9.4 **RISK OF LOSS TO THE WORK.** ADDITIONALLY, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IT IS UNDERSTOOD AND AGREED THAT CLIENT BEARS ALL RISK OF LOSS OF OR DAMAGE TO THE WORK AND THE FACILITIES WHICH ARE

THE SUBJECT OF THE WORK INCLUDING ALL MATERIALS AND EQUIPMENT TO BE INCORPORATED THEREIN, AND CLIENT HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM ANY SUCH LOSS OR DAMAGE, HOWEVER SUCH LOSS OR DAMAGE SHALL OCCUR.

9.5 **CONDITIONS PRECEDENT.** EACH PARTY AGREES THAT AS A CONDITION PRECEDENT TO ITS OBLIGATIONS TO INDEMNIFY AND HOLD HARMLESS, THE INDEMNIFIED PARTY MUST GIVE PROMPT WRITTEN NOTICE TO THE INDEMNIFYING PARTY OF ANY CLAIM COVERED BY ARTICLES 9 OR 10, OR ANY OTHER INDEMNIFICATION CLAUSE IN THIS AGREEMENT. AS AN ADDITIONAL CONDITION PRECEDENT, FOR ANY CLAIM OTHER THAN A CLAIM ARISING OUT OF TRC'S ALLEGED PROFESSIONAL NEGLIGENCE, THE INDEMNIFIED PARTY MUST ALLOW THE INDEMNIFYING PARTY TO REPRESENT THE INTERESTS OF EVERY INDEMNITEE IN DEFENDING AND SETTLING SUCH CLAIM. IN THE EVENT ANY INDEMNITEE FAILS OR REFUSES TO TENDER THE DEFENSE OF ANY SUCH CLAIM TO THE INDEMNIFYING PARTY, SUCH PARTY'S DEFENSE, HOLD HARMLESS, AND INDEMNITY OBLIGATIONS RELATED TO THAT CLAIM WILL BE NULL AND VOID.

9.6 **APPORTIONMENT OF ATTORNEYS' FEES.** NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, AFTER RESOLUTION OF A CLAIM UNDER ARTICLES 9 OR 10, OR ANY OTHER PROVISION HEREIN PROVIDING FOR ONE PARTY TO PROVIDE A DEFENSE, IF THE NEGLIGENCE OR OTHER LEGAL FAULT OF ANY INDEMNITEE IS DETERMINED EITHER BY MUTUAL AGREEMENT OF THE PARTIES, OR BY FINAL ADJUDICATION, TO HAVE BEEN A CONTRIBUTING CAUSE OF THE LOSSES RELATED TO SUCH CLAIM, THEN THE INDEMNIFIED PARTY MUST REIMBURSE THE DEFENDING PARTY FOR THE COSTS, ATTORNEYS' FEES, OTHER LEGAL EXPENSES, AND EXPERT FEES EXPENDED FOR DEFENSE IN THE SAME PROPORTION AS THE INDEMNITEES' PROPORTION OF NEGLIGENCE OR OTHER LEGAL FAULT.

ARTICLE 10. HAZARDOUS SUBSTANCES AND POLLUTION

10.1 **Pre-existing Conditions.** Client and TRC acknowledge that, prior to the start of this Agreement, TRC has not generated, handled, stored, treated, transported, disposed of, or in any way taken responsibility for any toxic or hazardous substance, including any contaminated soils, wastes, or substances, as defined by law ("**Hazardous Substances**") at the Project Site. Any Hazardous Substances originating with or generated by Client, or any pre-existing Hazardous Substances which are in, on, under, or migrating from the Project Site, or any Hazardous Substances introduced to the Project Site by any party other than TRC Group (collectively, "**Non-TRC Hazardous Substances**"), shall, as between TRC and Client, remain the sole and exclusive property of Client, it being the intention of the Parties that Client be solely responsible for such Non-TRC Hazardous Substances and shall be regarded as the owner and generator of all such Non-TRC Hazardous Substances for the purposes of this Agreement and all Work performed hereunder.

10.2 **Hazardous Substances Encountered During the Work; Disposition of Samples.** Client recognizes that, when it is known, assumed, or suspected that Hazardous Substances exist on or beneath the surface of the site of the Work, or within any structure thereon, certain sampling materials such as drill cuttings and drill fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly, when TRC encounters Hazardous Substances during performance of the Work, such as when sampling is included in the scope of Work, and when determined by TRC in its sole and exclusive judgment to be necessary based on TRC's assessment of the degree of contamination, hazard, and risk, TRC will: promptly inform Client that containerization and labeling will be performed; appropriately contain and label such materials; and leave the containers on the Project Site for proper, lawful removal, transport, and disposal by Client. All samples of soil, groundwater, waste, rock, or other materials collected from the Project Site will remain the property of Client and will be returned to Client by TRC within thirty (30) days after submission of TRC's report, unless applicable law requires the retention or other disposition of such samples. All costs associated with the disposition or returning of samples will be charged to Client. TRC will not sign any hazardous waste manifests or bills of lading, and all such manifests and generator numbers will be in the name of, and signed by, Client. Nothing contained in this Agreement will be construed or interpreted as requiring TRC, its officers, agents, servants, or employees to assume the status of a generator, storer, treater, transporter, or disposer of hazardous substances, or an arranger for disposal of hazardous substances, or a disposal facility as those terms appear within the Resource Conservation Recovery Act, 42 USCA, Section 6901, et seq. (RCRA), or within any state statute of similar effect governing the treatment, storage, transportation or disposal of waste.

10.3 **TRC INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, TRC SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS, ALL MEMBERS OF CLIENT GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO ANY HAZARDOUS SUBSTANCES BROUGHT TO OR RELEASED AT THE PROJECT SITE BY TRC GROUP.

10.4 **CLIENT INDEMNITY FOR HAZARDOUS SUBSTANCES AND POLLUTION.** TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL RELEASE, DEFEND, INDEMNIFY, AND HOLD TRC GROUP HARMLESS FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO THE PRESENCE AT THE PROJECT SITE OF NON-TRC HAZARDOUS SUBSTANCES. CLIENT SHALL ASSUME ALL RESPONSIBILITY FOR, INCLUDING CONTROL AND REMOVAL OF, AND SHALL RELEASE, DEFEND, PROTECT, INDEMNIFY AND HOLD HARMLESS ALL MEMBERS OF TRC GROUP FROM AND AGAINST ANY LOSSES ARISING OUT OF OR RELATING TO, ANY NON-TRC HAZARDOUS SUBSTANCES DISCOVERED AT, BROUGHT TO, OR RELEASED AT THE PROJECT SITE, OR LEFT ON THE PROJECT SITE AFTER CONTAINERIZATION BY TRC.

ARTICLE 11. ALLOCATION OF RISK

11.1 **Client's Separate Contractors.** The Parties expressly acknowledge and agree that unless otherwise expressly provided for in the Proposal, during the performance of the Work TRC shall not (a) supervise, direct or control Client's other contractors or subcontractors at any tier; (b) have authority over or responsibility for the means, methods, techniques or sequences of work performed by such other contractors or subcontractors; (c) be responsible for job site safety or enforcement of federal, state, local or other safety requirements in connection with the work performed by such other contractors or subcontractors; (d) be responsible for inspecting equipment or tools used by such other contractors or subcontractors; (e) be liable for any failure of such other contractors or subcontractors to comply with applicable laws, rules, regulations, ordinances, codes, permit stipulations, or orders; or (f) be liable for the acts or omissions of such other contractors or subcontractors including their failure to perform in accordance with their contractual responsibilities.

- 11.2 Mutual Waiver of Consequential Damages. Notwithstanding anything to the contrary in this Agreement, TRC and Client waive any and all claims against each other, and under no circumstances shall either Party be liable to the other, for incidental, consequential, special, multiple, and punitive damages arising out of or relating to this Agreement, regardless of whether such damages were foreseeable and whether or not the culpable Party was advised of the possibility of such damages, and regardless of whether a Party's claim against the other Party is based in contract (including contract termination), indemnity, warranty, tort (including negligence), strict liability or otherwise. This mutual waiver includes, but is not limited to, rental expenses, loss of use, loss of production, loss of income, loss of profit (except profit arising directly from the Work), loss of financing, loss of business, and loss of reputation.
- 11.3 Limitation of Liability. To the fullest extent permitted by law, the total liability in the aggregate of TRC and its employees, subcontractors, or suppliers to Client and anyone claiming by, through or under Client, on all claims of any kind arising out of or in any way related to TRC's Work, from any cause or causes whatsoever, including, but not limited to, negligence, errors, omissions, strict liability, indemnity, or breach of contract, will not exceed the compensation received by TRC under this Agreement. All such liability will terminate upon the expiration of the Correction Period specified in Section 6.3. THIS SECTION SETS FORTH TRC'S SOLE LIABILITY AND ENTIRE OBLIGATION AND CLIENT'S EXCLUSIVE REMEDY FOR ANY ACTION BROUGHT AGAINST TRC IN RELATION TO THIS AGREEMENT.

ARTICLE 12. DELIVERABLES

- 12.1 Ownership of Deliverables. All Deliverables are instruments of service in respect of the Project, and, if delivered to Client during the term of this Agreement, will become the property of Client upon payment therefor. Notwithstanding the foregoing, Client's ownership of the Deliverables will not include any ownership interest in TRC's preexisting information including, but not limited to, computer programs, software, patents, patents pending, standard details, templates, figures or specifications, or TRC's seal, stamp, or certification. Furthermore, Client understands and agrees that TRC is a developer of computer software and that TRC may use its own proprietary software, as well as others properly licensed to TRC, in the performance of the Work, and may develop other proprietary software during the course of performing the Work, which may include preliminary database formats and spreadsheets as well as programming procedures and code. Client understands and agrees that all such programs, efforts, and materials are and will be the exclusive property of TRC (and/or third parties). Additionally, except for the Deliverables, all field data and notes, laboratory test data, calculations, estimates, and other documents prepared by TRC will remain the property of TRC.
- 12.2 Use of Deliverables. Any Deliverable will be prepared solely for use of Client for this Project. The Deliverables are not intended or represented to be suitable to be reused by Client, or used or relied upon by others outside of Client or on extensions of the Project or on any other project. In the event Client, its employees, permitted assigns, successors, consultants, or contractors subsequently reproduces or otherwise uses the Deliverables or creates a derivative work based upon the Deliverables, unless prohibited by law, Client must remove or completely obliterate the original professional seals, trademarks, logos, and other indications on said Deliverables of the identity of TRC, its employees, and sub-consultants. TRC will be entitled to equitable compensation in connection with documenting any consent for Client or third parties to rely on the Deliverables for any purpose other than the purpose for which TRC prepared them.
- 12.3 Unauthorized Use of Deliverables. Client is prohibited from providing examples of TRC's Work to any individual or entity known by, or that reasonably should be known by, Client to be a competitor of TRC for the purpose of reducing or eliminating the Work associated with this Agreement. Furthermore, Client is prohibited from providing any statistical sampling information on assessment issues, including but not limited to statistical sampling information on production rates, remedy rates, numbers of pole change outs, types of violations, etc., that is provided to Client by TRC, all of which must be treated by Client as Confidential Information. In the event any Deliverables are utilized or disclosed by Client in any manner outside the scope of, or prohibited by, this Agreement, TRC reserves the right to notify directly any third party of the limitations of its unauthorized use of the Deliverables. Client expressly acknowledges that this reservation by TRC is necessary to protect and preserve TRC's professional reputation with respect to its work product.

ARTICLE 13. SAFETY

- 13.1 Client's Safety Requirements. Client must inform TRC of any written safety procedures and regulations applicable to the Project Site known to Client, as well as any special safety concerns or dangerous conditions at the Project Site. TRC and its employees will adhere to the written safety procedures and regulations provided by Client.
- 13.2 Project Site Safety. TRC commits to providing a safe and healthy work environment for its personnel and will require the same of its subcontractors. TRC shall be responsible for the health and safety of its employees and be responsible for its activities, and shall at all times conduct its operations under this Agreement in a manner to avoid risk of endangerment to the health and safety of persons and property. Unless expressly included in the scope of Work, TRC will not have any responsibility for overall job safety for the Project or at the Project Site. If TRC determines that its field personnel are unable to access required locations or perform required Work in conformance with applicable safety standards, TRC may suspend performance until its personnel can safely perform their work. TRC will promptly provide Client with written notice of the location and nature of the unsafe conditions. If Client fails to provide safe access within a reasonable time, TRC may terminate or suspend its performance in accordance with Article 14.
- 13.3 Reporting of Incidents. In the event TRC is involved in any loss, injury, or damage on Client's premises, or if such injury, loss or damage involves property, equipment, or personnel of Client, or if such accident involves any third party in any manner whatsoever while TRC is performing any duties within the scope of this Agreement, TRC will promptly report such injury, loss, or damage to the attention of Client's designated representative. If the matter involves loss of life, serious injury, or substantial property loss or damage, this report will be made by telephone call, followed immediately by a report in writing sent via email. If the matter is of a less serious nature, notification may be made by email or by letter posted in regular United States mail. All injuries, loss or damage must be reported. The reporting of any such matter will not imply any admission of liability on the part of TRC.

ARTICLE 14. TERMINATION AND SUSPENSION

- 14.1 Termination for Default. In the event of a material breach of this Agreement by either Party, the nonbreaching Party may give written notice to the breaching Party of the nature of the default and demand for cure. If the breaching Party fails to cure or materially

commence to cure within ten (10) calendar days from receipt of the default notice, the non-breaching Party may provide a written notice of termination of the Agreement to the breaching Party.

14.2 Termination or Suspension for Convenience. Either Party may terminate or suspend this Agreement, in whole or in part, by providing written notice to the other Party at least thirty (30) days prior to the effective date of termination.

14.3 Termination for Insolvency. Either Party has the right to immediately terminate the Agreement, by providing written notice to the other Party, in the event that (a) the other Party becomes insolvent, enters into receivership, is the subject of a voluntary or involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors; or (b) a substantial part of the other Party's property becomes subject to any levy, seizure, assignment or sale for or by any creditor or government agency.

14.4 Payments Due Post-Termination. TRC will be entitled to receive payment for all Work performed prior to the effective date of the suspension or termination, plus all reasonable costs associated with the suspension or termination, including, but not limited to, demobilization costs, re-stocking fees, cancellation fees, and costs incurred with respect to non-cancellable commitments. If the suspension or termination is the result of TRC's breach, prior to paying TRC Client will be entitled to offset its reasonable, direct, documented losses to the extent caused by TRC's breach. If the suspension or termination is the result of Client's breach, in addition to all other compensation to which TRC is entitled, TRC will be entitled to receive payment for its reasonable, direct, documented losses to the extent caused by Client's breach.

ARTICLE 15. DISPUTE RESOLUTION

15.1 Negotiation by Executives. The Parties will attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to the Project or the Agreement or the breach thereof ("**Dispute**") promptly by negotiation. When either Party determines it has exhausted its efforts to resolve a Dispute at the Project level, that Party may provide written notice to the other Party of the Dispute. Within fifteen (15) days after the date of such notice, executives of both Parties who have authority to agree to a settlement of the Dispute and who are at a higher level of management than the persons with direct responsibility for administration of this Agreement will meet at a mutually acceptable time and place (or, otherwise, at the Project Site), and thereafter as often as they reasonably deem necessary, to attempt to resolve the Dispute. All negotiations pursuant to this subsection are confidential and will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If the Parties do not resolve the Dispute within sixty (60) days of a Party notifying the other of the Dispute, unless extended by mutual agreement, either Party may commence litigation.

15.2 Governing Law, Jurisdiction, Venue. Unless otherwise required by law, this Agreement, and any act or transactions to which it will apply, or which are contemplated hereby or hereunder, will be governed by, and construed and interpreted in accordance with, the laws of the State of Connecticut without regard to choice of law or conflicts of law principles. This choice of law expressly includes the applicable statutes of limitation. Venue for all actions under the Agreement will be in Hartford, Connecticut.

15.3 Prevailing Party. In the event of any binding dispute resolution proceeding, declaratory or otherwise, brought by a Party arising out of or relating to this Agreement, including but not limited to any breach or default of the Agreement, the prevailing Party will be entitled to recover from the other Party any and all expenses of litigation, court costs, expert and consultant fees, employee time and expenses, and reasonable attorneys' and other legal fees associated with such proceedings (collectively, "**Litigation Expenses**"), accruing as of commencement of the proceeding and including execution and collection of any award or judgment. Notwithstanding the foregoing, if a written offer of compromise is made by either Party that is not accepted by the other Party within thirty (30) days after receipt and the Party not accepting such offer fails to obtain a more favorable judgment or award, the non-accepting Party will not be entitled to recover its Litigation Expenses (even if it is the prevailing Party) and will be obligated to pay the Litigation Expenses of the offering Party.

ARTICLE 16. MISCELLANEOUS

16.1 Independent Contractor and Waiver of Benefits. TRC is an independent contractor and will not be regarded as an employee or agent of Client. TRC agrees that it will not receive, and is not eligible to participate in, any employee benefit plan, insurance program, disability plan, medical benefits plan, or any other fringe benefit program sponsored and maintained by Client for its regular active employees, and TRC hereby waives any rights or claims related thereto.

16.2 Compliance with Laws. TRC will observe all applicable provisions of the federal, state, and local laws and regulations, including those relating to equal opportunity employment.

16.3 Severability. If any term, covenant, condition, or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement will remain in full force and effect, and will in no way be affected, impaired, or invalidated thereby.

16.4 Waiver. No waiver of any provision of this Agreement, or consent to any departure therefrom, shall be effective unless in writing and signed by the waiving Party, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No failure or delay on the part of any Party in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder.

16.5 Assignment. Neither Party will assign or transfer this Agreement without the prior written consent of the other Party. Moreover, as a condition of any such written consent, such assignment will be subject to the terms and conditions herein and no greater rights or remedies will be available to the assignee. In the event of an assignment by Client, Client will provide TRC with the information necessary for notices and invoicing (as applicable) prior to the effective date of the assignment. Client hereby agrees that TRC may subcontract and/or assign some or all of the Work to one or more of its corporate affiliates to the extent necessary to provide sufficient staffing and/or to comply with applicable insurance or professional licensing requirements.

16.6 Captions. The captions of the articles and sections in this Agreement are intended solely for the convenience of reference and will not define, limit, or affect in any way the provisions, terms, and conditions hereof or their interpretation.

16.7 Integration. This Agreement represents the entire understanding and agreement between the Parties and supersedes any and all prior or contemporaneous agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both Parties.

- 16.8 Amendments. This Agreement may be modified only by a Change Order or an amendment executed in writing by a duly authorized representative for each Party.
- 16.9 No Third Party Beneficiaries. Except as otherwise specifically provided for herein, this Agreement shall not be construed to confer any benefit on any third party not a Party to this Agreement, nor shall it provide any rights to such third party to enforce its provisions. Notwithstanding the foregoing, all liability-limiting provisions of this Agreement shall extend and inure to the benefit of all members of TRC.
- 16.10 Signatures. The Proposal, any amendment to these Terms and Conditions, and any Change Order may be executed in counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. A copy of the Proposal and any subsequent modifications signed electronically and/or delivered by e-mail or other means of electronic transmission will be deemed to have the same legal effect as delivery of a manually signed original. Each person executing the Proposal warrants that he/she is authorized to do so on behalf of the Party for whom he/she signs the Proposal.
- 16.11 Notices. Any notice permitted to be given by email shall be sent to the below representative. Any other notice required to be given pursuant to this Agreement must be in writing and sent by overnight delivery via USPS or a nationally recognized courier and delivered to the address set forth in the first paragraph above to the attention of the representative below:
 If to TRC, send to the attention of: the person signing the Proposal
 If to Client, send to the attention of: the recipient of the Proposal
 Any notice so given will be deemed effective upon receipt. Either Party may change its representative or address effective ten (10) days after written notice thereof to the other Party.
- 16.12 Remittance Information. TRC remittance information for making payments is as follows:

U.S. Postal Service:

TRC Lockbox
 PO Box 536282
 Pittsburgh PA 15253-5904

Overnight Packages:

TRC Lockbox
 Attn: 536282
 307 23rd Street Extension, Suite 950
 Pittsburgh, PA 15215
 877-550-5933

Wire Instructions (PREFERRED METHOD OF PAYMENT)

Beneficiary Account Name:	TRC Companies, Inc. – Concentration
Beneficiary Account Number:	2232037090
Bank Codes:	
ABA Number:	011500120 (Wires only)
Routing Number:	211170114 (ACH only)
Swift Code:	CTZIUS33
Bank Name:	Citizens Bank
Remittance Detail Email:	ARremitdetail@trccompanies.com
TRC Contact:	Dawn Dostie
Contact Phone Number:	207-660-7222

Analyte	Matrix	Cost/per sample	Lab	samples	Notes	Total estimated cost per month (no sed)
total phosphorus	surface water	\$20	Phoenix	8	Task 2- 8 samples total (Utley Stream Inlet,	\$160
dissolved phosphorus	surface water	\$22	Phoenix	8	Task 2- 8 samples total (Utley Stream Inlet,	\$176
E.coli	surface water	\$27	Phoenix	12	Task 1- 12 samples total (SD-2, SD-8 and mi	\$324
TASK 1 TOTAL LAB COSTS						\$324
TASK 2 TOTAL LAB COSTS						\$336
total						\$660

Jennifer C. LaVoie

From: Jonathan Cain <jcain@treefund.org>
Sent: Tuesday, July 9, 2024 2:47 PM
To: Steven Everett
Subject: Re: Tour des Trees route approval for DOT

You don't often get email from jcain@treefund.org. [Learn why this is important](#)

Hello Steven,

Following up to see about approval for the Tour des Trees bike ride to pass through town on Sept 24. If you can let me know if we are good to go so I can pass that on to the DOT or if you need any additional information from me, let me know and I'll send that right over.

Thanks again for your time. Have a good day.

Jonathan Cain
Communication and Engagement Manager



TREE FUND
Tree Research and Education Endowment (TREE) Fund
jcain@treefund.org
630-369-8300
1755 Park Street, Suite 200
Naperville, IL 60563
www.treefund.org

Join us virtually or in person for the Tour des Trees in New England this September:
<https://treefund.org/tourdestrees>

From: Jonathan Cain
Sent: Friday, June 14, 2024 2:32 PM
To: severett@columbiact.org <severett@columbiact.org>
Subject: Tour des Trees route approval for DOT

Hello Steven,

I am with the Tree Research and Education Endowment Fund (TREE Fund) and we organize an annual bike ride, the Tour des Trees, that will be coming to southern New England this September. This ride is an annual fundraiser and outreach event for TREE Fund, which focuses on grants and education for tree research.

During the process of our planning, we learned that Connecticut has a special permit required for cycling tours and in order to obtain that permit, we were told to reach out to the Local Traffic Authorities of each town we will pass through and obtain a confirmation. Your contact information was provided to us by the CT Department of Transportation for this purpose.

Our ride will begin in Stamford on Monday, September 23 and end five days later in Providence, RI. We will be passing through Columbia on Tuesday, September 24 and a route map can be found here: [2024 Tour des Trees \(ridewithgps.com\)](https://www.ridewithgps.com). The Tour des Trees is a "rules of the road" ride, so we do not require any road closures for the event, as we utilize public roadways and trails during our ride and riders are instructed to follow the rules of the road and ride in smaller groups. While we will have approximately 100 riders participating, the riding groups are typically eight or less. We have support vehicles at the head, middle, and rear of the riders to help them with any problems they may have along the way and all the riders carry their cell phones with emergency contact info with them during the ride.

If you have any questions, please let me know. More info can be found at www.treefund.org/tourdestrees. I need to collect approval emails/ letters from each of the towns along our route, so if you can please respond within the next couple of weeks, it would be appreciated.

Thanks for your time. Have a good day.

Jonathan Cain

Communication and Engagement Manager



TREE FUND

Tree Research and Education Endowment (TREE) Fund

jcain@treefund.org

630-369-8300

1755 Park Street, Suite 200

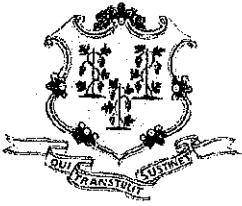
Naperville, IL 60563

www.treefund.org

Join us virtually or in person for the Tour des Trees in New England this September:

<https://treefund.org/tourdestrees>

Caution: This is an external email and may be malicious. Please take care when clicking links or opening attachments.



STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION
 2800 BERLIN TURNPIKE, P.O. BOX 317546
 NEWINGTON, CONNECTICUT 06131-7546
 PHONE: 860-594-2391



CERTIFIED MAIL

The Honorable Steven M. Everett
 First Selectman
 Columbia Town Hall
 323 Route 87
 Columbia, Connecticut 06237

Dear First Selectman Everett:

Subject: Sale of State Land – Columbia
 File No. 030-093-005A

Section 3-14b of the General Statutes of Connecticut provides that prior to the sale of State-owned land, the State shall first notify in writing the Chief Executive Officer or Officers of the municipality in which the land is situated of the State's intention to sell such land.

This letter shall serve as notification pursuant to the statute concerning the parcel(s) of land as depicted on the enclosed map. Subsection (a) of the statute requires the municipality to give written notice to the State of the municipality's desire to purchase such land, subject to the conditions of sale acceptable to the State. The sale price for the subject property is \$21,500.00. This sale price is subject to approvals from the Office of Policy and Management and the State Properties Review Board in accordance with Section 13a-80 of the Connecticut General Statutes.

If the Chief Executive Officer or Officers of the municipality fail to give notice to the State of the municipality's desire to purchase said land within forty-five (45) days, the municipality shall have waived its right to purchase said land.

Please indicate below if the municipality is interested or not interested in acquiring the subject property. Return your notification to me at the above address.

Very truly yours,

Amy N. Martinez
 Assistant Director
 Appraisals/Property Management Section
 Division of Rights of Way

- Interested
- Not Interested

 Chief Executive Officer or Officers
 Enclosure

 Date



Cyber Incident Reporting

A guide for CT partners



The State of Connecticut's Department of Emergency Services and Public Protection / Division of Emergency Management and Homeland Security (CT DESPP/DEMHS) including the Connecticut Intelligence Center (CTIC) are providing this document as a guide for reporting cyber incidents within the state. A cyber incident can be reported at various stages; however, those that involve the transferring of money are time sensitive. Notifying CTIC is critical to the state's ability to combat cyber actors and understand threats. When reported, this information will be used to brief task force members, to identify and share trends, and disseminate products that can help defend against further attacks.

What to Report: To identify the cyber trends in Connecticut and across the country, CTIC requests that all cyber incidents, even unsuccessful attempts, are reported to CTIC. Helpful information includes: name and contact information (phone number, email address); location of the incident (affected agency); brief description of the incident (ransomware, spear phishing, etc.); how and when the incident was initially detected; the extent of the incident (what data was possibly affected); what response actions have already been taken; and who has been notified (local law enforcement, FBI, CTIC, etc.).

When to Report: Cyber incidents, especially those involving the transference of money, should be reported to the appropriate authorities *as soon as possible*. If a cyber incident is reported within 48 hours, it will greatly increase the state's ability to assist. However, agencies are encouraged to report all cyber incidents to CTIC, no matter the timing.

If the cyber incident involves the direct transfer of money: It is essential for information to be submitted to the Federal Bureau of Investigation (FBI)'s Internet Crime Complaint Center (IC3) as soon as possible. The faster these incidents are reported to IC3, the greater probability any money that was transferred can be recovered. After incident information has been reported to IC3, contact your local Law Enforcement Agency (LEA) and CTIC. If you have any questions regarding cyber incident reporting and the communications flow, please refer to Table 1 on page 2.

Internet Crime Complaint Center (IC3)

<https://www.ic3.gov>

If the cyber incident does not involve the transfer of money: The affected agency should first notify their local LEA, then CTIC. This allows the local LEA to collect initial information and assign a case number, while also providing CTIC the opportunity to simultaneously share the reported issue with all its partners. Municipalities, tribal nations, or private sector entities can report cyber incidents to the state at:

Connecticut Intelligence Center (CTIC)

Email: ctic.cyber@ct.gov

Phone: (860) 706-5500

Cyber Crimes Investigation Unit (CCIU)

Email: cybercrime@ct.gov

Phone: (860) 685-8450

State of Connecticut's Cyber Disruption Response Plan (CDRP): CT DESPP/DEMHS and partners developed the CDRP, which describes the framework for cyber incident response coordination among state agencies, federal/local/tribal governments, and public and private sector entities ([Cyber Disruption Response Plan](#)). This plan establishes the state's Cyber Disruption Task Force (CDTF), which is a group of subject matter experts from various disciplines involved in cyber preparedness, detection, alert, response, and recovery planning and implementation activities. Upon detection of an impending threat or significant event within the state or on the state's computer network, the CDTF may be activated to determine appropriate actions to respond to, mitigate, and investigate damage. If an event overwhelms a local community or is widespread, the State Emergency Operations Center (SEOC) may be opened to coordinate a unified response.



Cyber Incident Reporting

A guide for CT partners



Taken from the CDRP, Table 1 outlines the communications flow for reporting cyber incidents, and Table 2 provides the Cyber Security Threat Matrix. Once notified, CTIC will make all appropriate notifications to its partners as outlined in Table 1 below. State agencies experiencing a significant cyber event *must* report it to the CT Department of Administrative Services/Bureau of Information Technology Solutions (CT DAS/BITS) and to their Information Technology Unit. Entities should also contact their trusted partners as appropriate (e.g. cyber insurance providers, legal counsel, etc.).

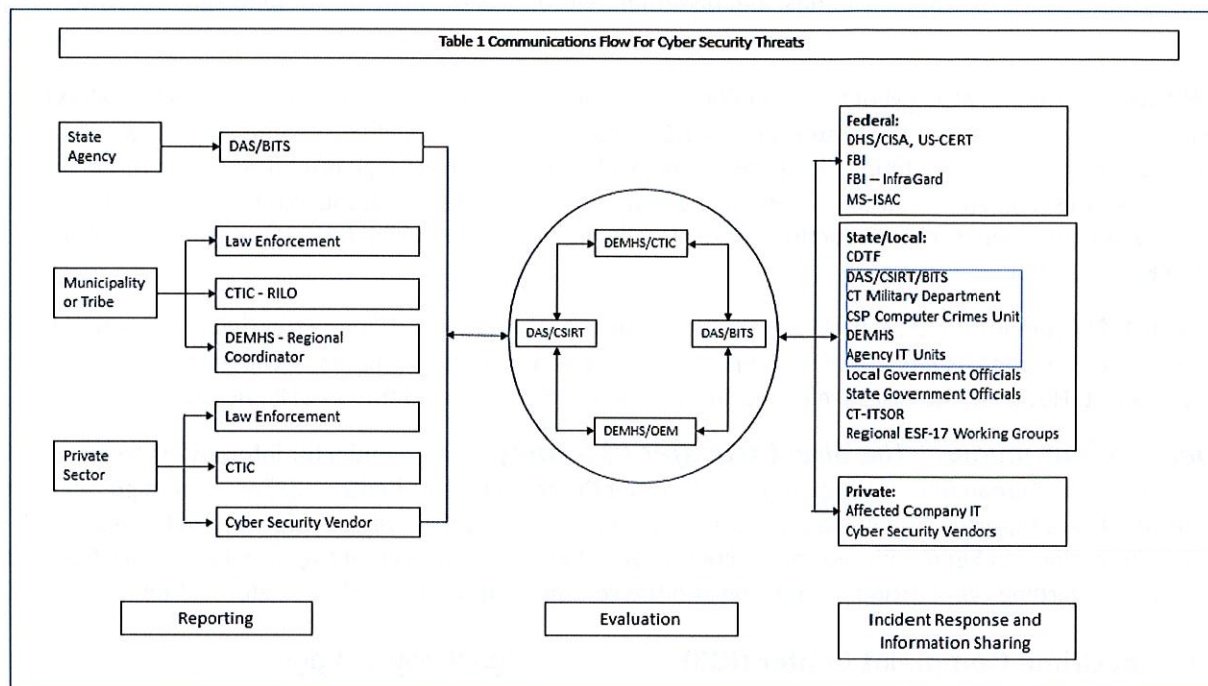


Table 2: Connecticut Cyber Security Threat Matrix

The Connecticut Cyber Security Threat Matrix consists of 5 distinct threat levels, which are affected by internal and/or external cyber security events. The matrix provides general guidance of the communication and anticipated responses activities for each threat level.

Threat Level	Description	Potential Impact	Communication Activity	Anticipated Response Activity
Emergency	Poses an imminent threat to the provision of wide-scale critical infrastructure services	Wide spread outages, and/or destructive compromise to systems with no known remedy, or one or more critical Infrastructures sectors debilitated.	SEOC coordinates all communications CDTF activated	SEOC, Governor's Unified Command activated and is represented at SEOC
Severe	Likely to result in a significant impact to public health or safety	Core Infrastructure targeted or compromised causing multiple service outages, multiple system compromises or critical infrastructure compromises	Notify and convene by phone or otherwise the CDTF Notify DAS/BEST Security Division	Voluntary resource collaboration amount CDTF members Info sharing Communications/messaging Possible SEOC Activation
High	Likely to result in a demonstrable impact to public health, safety or confidence	Compromised Systems or diminished services	Notify CDTF Notify DAS/BEST Security Division	Real-time collaboration via phone and email as required. Activity can be conducted remotely.
Medium	May affect public health, safety or confidence	Potential for malicious cyber activities, no known exploits, identified or known exploits identified but no significant impact has occurred.	Contact CTIC, share with CDTF and other partners as appropriate	Informational only. No follow up activity required. No real-time collaboration.
Low	Unlikely to affect public health, safety or confidence	Normal concern for known hacking activities, known viruses, or other malicious activity	None required	None expected



**STATE OF CONNECTICUT
DEPARTMENT OF EMERGENCY SERVICES
& PUBLIC PROTECTION
DIVISION OF STATE POLICE**



Lieutenant Adam Litwin #064
Commanding Officer

M/Sgt Shawn Mansfield #078
Executive Officer

Troop K – Colchester

July 12, 2024

Steven Everett
First Selectman
323 Jonathan Trumbull Highway
Columbia, CT 06237

Dear Steven Everett,

This correspondence is an effort to keep you apprised of the monthly police services occurring within the Town of Columbia.

During the month of **June 2024**, the Columbia Resident Trooper as well as Troop K Troopers responded to **181** Calls for Service in the Town of Columbia. Of these Calls for Service, the most notable are:

Total Calls for Ser	Total Calls This Year	
181	1,170	

	June 2024	YTD
Accidents	6	40
Criminal Investigations	4	38
Burglaries	0	0
Larcenies	0	4
Non Reportable Matters	120	806
Total Arrests	1	14

Motor Vehicle Enforcement*:	June	YTD
Total Traffic Stops	51	278
Onsite DUI's	0	2
Arrests	0	2
Misdemeanor Summons	0	4
Infractions	12	102
Written Warnings	12	105
Verbal Warnings	27	67

Respectfully,

LT Adam Litwin #064

Lieutenant Adam Litwin #064
Commanding Officer
Connecticut State Police – Troop K

15a Old Hartford Road
Colchester, CT 06415
Phone: (860) 465-5400
Fax: (860) 465-5450

June 23, 2024

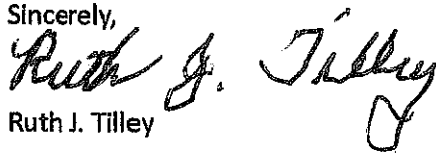
To the Parks and Rec. Director and all Columbia Employees,

I am writing to express my thanks and gratitude to the Columbia Lake Beach Director who went above and beyond the call of duty.

Last week my husband and I took our grandchildren to the beach on one of those very hot days to cool off. We were sitting at one of the picnic tables under the tree, when after about an hour I felt nauseous, and put my head down in the table. The Director observed that I was getting overheated and sprang into action. He came out and guided me into the air-conditioned office to help cool off, and provided water and ice for cooling. After about a half-hour I had largely recovered. Furthermore, he called me the next day to check on my condition.

Columbia should be proud of this young man. Thanks again.

Sincerely,

A handwritten signature in cursive script that reads "Ruth J. Tilley". The signature is written in black ink and is positioned to the right of the typed name.

Ruth J. Tilley

Columbia hosting recruitment event for EMS, firefighters

- The Chronicle (USA)
- 9 Jul 2024
- TANAJAH FRYER @THECHRONICLECT



Chief Scott Haddad

COLUMBIA — The town will hold a recruitment event for emergency medical service personnel and firefighters to combat a decline in membership. The Town of Columbia will have a recruitment event Thursday at 5 p.m. The event is located at the Main Moose, 94 Route 66 East.

Participating fire departments are the Columbia Volunteer Fire Department, Hebron Fire Department, Lebanon Volunteer Fire Department, Andover Volunteer Fire Department, Coventry Fire-EMS Department and Windham Volunteer Fire Department.

“We are holding this event to attract new members,” Columbia Volunteer Fire Department Chief Scott Haddad said. “Every town across the state and country is seeing its membership decline. Call volume is up and membership is down.” According to Haddad, there will be a vehicle

New director looking forward to concerts

The Chronicle (USA) · 5 Jul 2024 · TANAJAH FRYER @THECHRONICLECT

COLUMBIA — The new director of recreation will experience his first Summer Concert Series in Columbia.



Jake Plitt, the new director, said the concert series creates a great sense of community. He mentioned the Summer Concert Series has been very popular in the past.

“I have seen pictures and heard responses from people that were involved last year. They were incredibly popular so we wanted to bring those back and even expand upon them a little bit,” Plitt said. “It’s just a great sense of community, and everyone gets very geared up for them.”

Concerts are located at Recreation Park in Columbia in the upper pavilion.

The event is free to attend and there will be beverages, snacks and a food truck.

The band Cover2Cover will perform on July 30.

Cover2Cover has been recognized as Connecticut’s premier dance party band. Plitt noted people enjoy getting up and dancing to their music. According to Plitt the band covers popular music from decades ago.

The final performance will be by a new band called Rock Solid Alibi on August 20.

As a new director, Plitt looks forward to meeting residents.

Columbia prepping for July 4th parade

The Chronicle (USA) · 1 Jul 2024 · 1 · TANAJAH FRYER

COLUMBIA — The Columbia Lions Club has sponsored the Fourth of July parade since 1962, along with financial support from the Town of Columbia, and is preparing for this year's version.



Incoming president of the Lions Club in Columbia, Wesley Burnham, said the parade will begin at 10 a.m. at the Horace W. Porter School parking lot on Route 66 in Columbia Center. The parade will continue down Route 66 to the center of Columbia, then down Route 87 north to Lake Road.

“This is a ‘traditional’ Independence Day parade with several marching bands, community floats, marching groups, Fire Departments, as well as town, state and federal elected officials. Our Grand Marshal this year is Carmen Vance, former first selectman in Columbia and long-time Columbia resident,” Burnham said.

Burnham said the Fourth of July parade has been a major event in Columbia for over 60 years, and the parade brings in people from neighboring towns and all over the state.

“We are very excited because we have two new dynamic bands performing this year,” said Tom Egan, a member of the Parade Committee.

The Lions Club will sell coffee and donuts at the Gazebo on the Green in the center of Columbia prior to the parade; water be provided for parade participants at the end of the parade route.

Rose Marrotte Art Show taking place in Columbia

The 10th annual Rose Marrotte Art Show will take place at the Beckish Senior Center this month.

The Chronicle (USA) · 24 Jun 2024 · 1 · TANAJAH FRYER @THECHRONICLECT

COLUMBIA — The Beckish Senior Center will hold its 10th annual art show in honor of Rose Marrotte.



On June 24, the registration period for the show will open.

According to the Beckish Senior Center Director of Senior Services & Transportation Bernadette Derring, the categories for artwork include paintings, wood carvings and photography. Derring said there will be first, second and third place awards per category, as well as a popular vote. Community members can visit the art reception anytime between June 24 and June 27 to vote on which artwork they believe is the best.

Derring explained the process of how anyone interested in showcasing their art can participate. “They’ll have to show up on Monday, June 24 between 9 a.m. and 12 p.m. to register their artwork, and we’ll display it all week long. Then