

**BLRWPCA MEETING
WEDNESDAY, JANUARY 29, 2025, 7:00 PM
MINUTES**

The BLRWPCA Board held its regular meeting on Wednesday, January 29, 2025, at 7:00 P.M., with Robert Morra presiding, and in attendance were Jessica Webb, Jim Rupert, Robert Grasis (Vernon), and Mike Ruef (WPCA Coventry), while Richard Hayes, John Kleinhans (Town of Vernon Administrator), Richard Barger (Town Attorney), and Bill Watkins (Coventry DPW Director) joined via Zoom.

Not Present: Cheryl Udin, Dan Champagne.

1. Call to Order.

The meeting was called to order at 7:00 p.m.

2. Public Comment.

No Public comment was made.

3. Approval of Minutes:

Motion: Jim Rupert made a motion to accept the minutes as presented in the packet. -
2nd – R. Hayes | Yes: 3 Abstain: 1

4. New Business:

a. Consider and act on establishing a refund process when necessary.

Rich Hayes would like to have an example of when refunds might be needed, and Jim Rupert will work on a refund policy for the authority and gather examples of when refunds might be necessary.

5. Pending Business:

a. Collection Enforcement through Tax Sale.

Terry Hjarne provided a document that stated that two properties are set for tax sale on April 1st in Vernon.

b. 890 Boston Turnpike EDUs.

A \$60,000 payment was received, but the property is still in arrears by \$20,000. A lien will be placed on the property if the remaining balance is not paid.

c. FY2025/2026 Budget and Public Hearing.

BLRWPCA discussed the budget for the current fiscal year, noting that it was consistent with the previous year's budget. Rich Hayes mentioned that the total budget for the previous year was just over 60,000, with a significant portion of that being spent on equipment. R. Morra also highlighted an issue with septic odor in the area around Preuss and restaurants, which they are trying to address. The team also discussed the need for a reserve fund, which was established but not yet reflected in the current budget. John asked about the proposed budget, which Town clarified would be presented in April. Jim Rupert to update the spreadsheet with fiscal year 24 budget numbers and adjust the percentage based on the correct number of properties.

d. Contract discussion with Coventry regarding a sewer extension into Coventry.

Coventry Town representatives Mike Ruef and Bill Watkins reviewed the proposed sewer connection between Bolton and Coventry. Coventry proposed a \$375,000 connection fee for 21 parcels. Final approval is pending, with discussions on fee structures, flow estimates, and potential connection fees to Manchester.

The town proposed Coventry pay 9% of total sewer use fees plus additional maintenance costs. Richard Barger raised concerns about administrative fees and fairness, questioning reserve capacity valuation. Coventry's grant is worth \$1.2 million, with 20% from local funding. Benefit assessments are set at \$12,000 per single-family house.

Daily water flow estimates vary, with discrepancies between past reports and current estimates. The board discussed Coventry installing and owning a flow meter for consistency, along with annual calibration and maintenance. They also considered a flow-based contribution for repair costs.

- BLRWPCA to schedule an executive session to discuss the Coventry sewer connection proposal. Bob Morra to coordinate with Vernon and send out proposed dates for a meeting in late February to discuss the Coventry sewer connection details.
- BLRWPCA to have their engineering consultant and legal counsel present at the next meeting to discuss the Coventry proposal.
- Mike will revise the spreadsheet he sent over.

6. Additional Matters & Other Business.

None.

7. Adjournment.

Motion: The meeting was adjourned by J. Rupert at 8:01 PM.

Respectfully Submitted,
Suellen Kamara

Please see the minutes of subsequent meetings for corrections to these Minutes and any corrections hereto.

Bolton Lakes Regional Water Pollution Control Authority Budget Information

EXPENDITURES

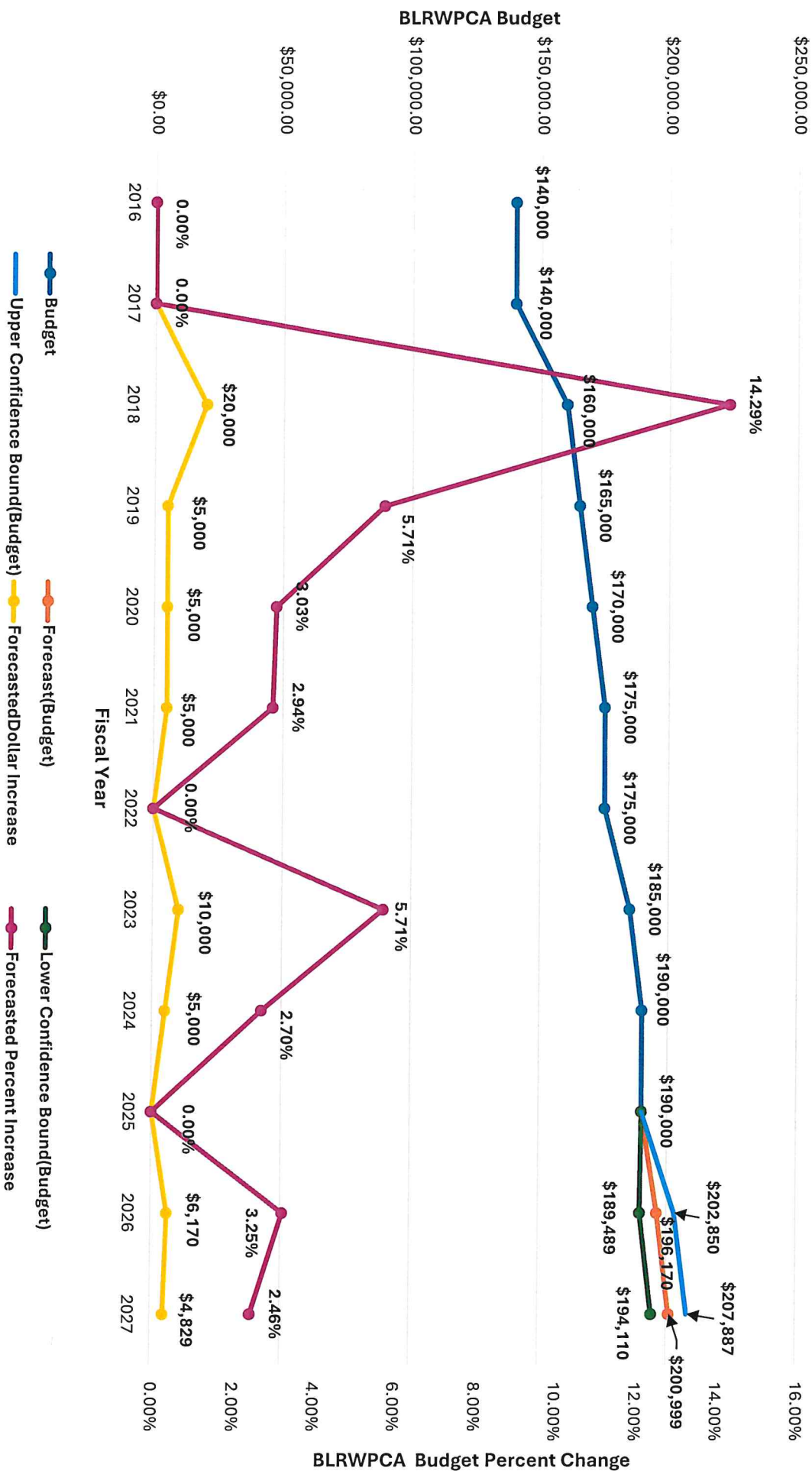
Unaudited

Operation and Maintenance Costs	FY 2026	FY2025	FY2024	FY2023	FY2022	FY2021	FY2020
	Forecasted	as 1/20/25					
Sewer Use Charges (Manchester)	\$53,191.53	\$47,642.00	\$60,575.00	\$55,597.00	\$54,508.00	\$61,516.00	\$69,751.00
Maintenance/Repair	\$43,023.01	\$21,160.00	\$37,418.00	\$34,617.00	\$27,503.00	\$28,706.00	\$16,358.00
Odor Control Monitoring/Chemicals	\$1,078.44	\$600.00	\$1,200.00	\$1,100.00	\$1,200.00	\$1,200.00	\$1,200.00
Odor Control Chemicals/Supplies	\$6,165.24	\$12,503.00	\$18,005.00	\$18,993.00	\$23,058.00	\$30,442.00	\$23,011.00
Septic Pumping	\$3,547.52	\$0.00	\$3,883.00	\$465.00	\$1,165.00	\$1,207.00	\$1,895.00
Miscellaneous	\$3,796.77	\$0.00	\$2,921.00	\$2,440.00	\$10,610.00	\$5,114.00	\$0.00
Equipment	\$18,786.46	\$0.00	\$12,963.00	\$18,846.00	\$23,411.00	\$11,495.00	\$8,138.00
Future Capital Expenditure Costs	\$30,000.00	\$30,000.00					
Operation and Maintenance Costs Total	\$159,588.97	\$111,905.00	\$136,965.00	\$132,058.00	\$141,455.00	\$139,680.00	\$120,353.00
Administrative Costs							
Engineering	\$24,385.50	\$7,222.00	\$17,254.00	\$26,320.00	\$36,671.00	\$36,848.00	\$4,785.00
Miscellaneous	\$19,570.28	\$6,172.00	\$11,233.00	\$18,232.00	\$11,633.00	\$6,659.00	\$2,915.00
Administrative Costs Total	\$43,955.78	\$13,394.00	\$28,487.00	\$44,552.00	\$48,304.00	\$43,507.00	\$7,700.00
Total Expenditures	\$203,544.74	\$125,299.00	\$165,452.00	\$176,610.00	\$189,759.00	\$183,187.00	\$128,053.00
INCOME							
	FY 2026	FY2025	FY2024	FY2023			
Sewer Use	*Forecasted* \$174,952.80	as 3/01/25 \$129,145.00	\$195,491.00	\$205,760.10			
BENEFITS ASSESSMENTS RECEIVED							
	FY 2026	FY2025	FY2024				
Benefit Assessments	-	\$218,384.00	\$234,806.00	\$241,010.25			
Total Income	\$174,952.80	\$347,529.00	\$430,297.00	\$446,770.35			

Net Surplus/Deficit	- \$222,230.00	\$264,845.00	\$270,160.35
---------------------	----------------	--------------	--------------

Only 2 payments have been made to the
Town of Manchester
*FY26 Values are forecasted by Excel

BLRWPCA FY26 Budget Forecast



All forecasting is done by Excel's data forecasting tool

Sewer Use Charges Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$69,751.00			
2021	\$61,516.00			
2022	\$54,508.00			
2023	\$55,597.00			
2024	\$60,575.00	\$60,575.00	\$60,575.00	\$60,575.00
2025		\$55,237.15	\$44,588.66	\$65,885.65
2026		\$53,191.53	\$41,281.38	\$65,101.67

Maintenance/Repair Forecast				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$16,358.00			
2021	\$28,706.00			
2022	\$27,503.00			
2023	\$34,617.00			
2024	\$37,418.00	\$37,418.00	\$37,418.00	\$37,418.00
2025		\$45,038.41	\$40,647.49	\$49,429.33
2026		\$43,023.01	\$38,494.82	\$47,551.21

Odor Control Monitoring/Chemicals Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$1,200.00			
2021	\$1,200.00			
2022	\$1,200.00			
2023	\$1,100.00			
2024	\$1,200.00	\$1,200.00	\$1,200.00	\$1,200.00
2025		\$1,088.90	\$995.87	\$1,181.92
2026		\$1,078.44	\$984.67	\$1,172.21

Odor Control Chemicals/Supplies Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$23,011.00			
2021	\$30,442.00			
2022	\$23,058.00			
2023	\$18,993.00			
2024	\$18,005.00	\$18,005.00	\$18,005.00	\$18,005.00
2025		\$15,848.89	\$6,825.99	\$24,871.78
2026		\$6,165.24	-\$3,139.74	\$15,470.22

All forecasting is done by Excel's data forecasting tool

All forecasting is done by Excel's data forecasting tool

Septic Pumping Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$1,895.00			
2021	\$1,207.00			
2022	\$1,165.00			
2023	\$465.00			
2024	\$3,883.00	\$3,883.00	\$3,883.00	\$3,883.00
2025		\$3,153.03	\$504.18	\$5,801.87
2026		\$3,547.52	\$816.51	\$6,278.54

Operation and Maintenance Miscellaneous Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$0.00			
2021	\$5,114.00			
2022	\$10,610.00			
2023	\$2,440.00			
2024	\$2,921.00	\$2,921.00	\$2,921.00	\$2,921.00
2025		\$3,769.93	-\$5,445.59	\$12,985.45
2026		\$3,796.77	-\$6,510.62	\$14,104.16

Equipment Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$8,138.00			
2021	\$11,495.00			
2022	\$23,411.00			
2023	\$18,846.00			
2024	\$12,963.00	\$12,963.00	\$12,963.00	\$12,963.00
2025		\$17,567.52	\$5,524.24	\$29,610.80
2026		\$18,786.46	\$6,369.60	\$31,203.31

Future Capital Expenditure Costs				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2025	\$30,000.00			
2026				

All forecasting is done by Excel's data forecasting tool

All forecasting is done by Excel's data forecasting tool

Engineering Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$4,785.00			
2021	\$36,848.00			
2022	\$36,671.00			
2023	\$26,320.00			
2024	\$17,254.00	\$17,254.00	\$17,254.00	\$17,254.00
2025		\$23,709.79	-\$8,549.55	\$55,969.13
2026		\$24,385.50	-\$11,695.98	\$60,466.98

Miscellaneous Administrative Costs Forecast Table				
Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2020	\$2,915.00			
2021	\$6,659.00			
2022	\$11,633.00			
2023	\$18,232.00			
2024	\$11,233.00	\$11,233.00	\$11,233.00	\$11,233.00
2025		\$16,957.28	\$9,453.54	\$24,461.03
2026		\$19,570.28	\$12,006.26	\$27,134.29

All forecasting is done by Excel's data forecasting tool

Revenue Forecasting

Timeline	Values	Forecast	Lower Confidence Bound	Upper Confidence Bound
2023	\$205,760.10			
2024	\$195,491.00	\$195,491.00	\$195,491.00	\$195,491.00
2025		\$185,221.90	\$185,221.90	\$185,221.90
2026		\$174,952.80	\$174,952.80	\$174,952.80

Revenue forecast for 2026 was based on revenue from 2023 and 2024. 2025 has not been completed yet, so data is unavailable. 2022 data was incomplete, and I did not receive access to data from before then. Therefore, with such a limited dataset to forecast from, it is likely that the 2026 revenue forecast will be inaccurate.

BOLTON BUDGET WORKSHOP

BLRWPCA Debt

NO. 68

Code 4899	BLRWPCA Debt				
Accounting Codes	Category	Actual Expenditures 2023-2024	Adopted Expenditures 2024-2025	Request for 2025-2026	Proposed by Selectmen 2025-2026
1005.048.4801.000000.58250.00000	Bolton Lake Regional WPCA Debt	190,000	190,000		
	Total	190,000	190,000		

Any Change (+/-) in a category please explain.

By: Jim Rupert

Signature(s):

Kamara, Suellen

From:
Sent: Tuesday, April 15, 2025 5:03 PM
To: Kamara, Suellen
Subject: RE: Request for Proposed Language – Section 5.5 Revision

Hi,

I think it should be worded as in the Statute §7-258 and as it appears in the Sewer Use Rules and Regulations 5.10.
“If any charge is not paid in full within thirty (30) calendar days of the due date the whole or such part of such charge as is unpaid”

Sec. 7-258. Delinquent charge for connection or use. Lien. Assignment of liens. Powers and rights of assignee. Contract to memorialize assignment required. Notice of assignment. Notice prior to commencing an action to foreclose lien. (a) Any charge for connection with or for the use of a sewerage system, not paid within thirty days of the due date, shall thereupon be delinquent and shall bear interest from the due date at the rate and in the manner provided by the general statutes for delinquent property taxes.

So I recommend you replace “on or before the same date of next succeeding month corresponding to that of the month on which it became due and payable” with “within thirty (30) calendar days of the due date” in 5.5.

Terry

GA

Kamara, Suellen

From: Wendy Padula
Sent: Wednesday, March 19, 2025 7:24 PM
To: Sewers
Subject: Suspending Sewer Tax Bill at 78 Llynwood Dr Vernon CT

March 19, 2025

Bolton Lake Regional WPCA:

I am requesting that my Sewer Use tax bill for service at 78 Llynwood Dr, Vernon CT be suspended until the grinder pump is reconnected at that address. There is no house on the property at this time. The house at 78 Llynwood Dr has been demolished in preparation for building a new home. The grinder pump was disconnected on November 10, 2024, as inspected by the Vernon Building Inspector.

The water supply to the address, through CT Water Co. was shut off in November 2022. I have not used the sewer system since that time. I called the Town of Bolton at that time about suspending the tax and was told there was nothing that could be done. I am hoping at this time, as there is no house to hook up to, I can get relief from this tax until a new house is built and service can be restored

Thank you for your consideration.

Wendy Padula
Llynwood Drive LLC
23 Eliot Dr
Vernon, CT 06066
860-212-3865
padulaw@comcast.net

6B

Kamara, Suellen

From: James Read
Sent: Thursday, April 17, 2025 10:18 AM
To: Kamara, Suellen
Subject: Fwd: ZBA Variance Statement
Attachments: Site Plan Read Vernon Rd Bolton CT Revised April 16 2025.pdf

Caution: External

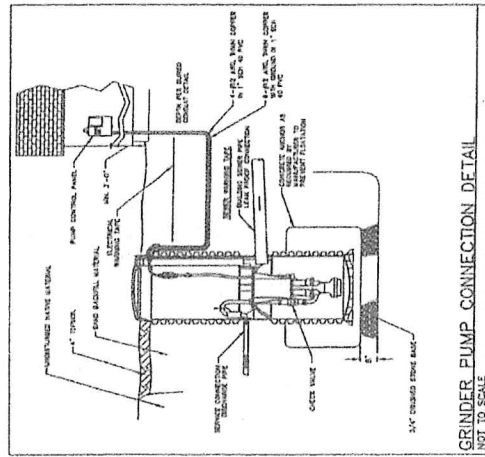
First-Time Sender [Details](#)

[Report This Email](#) [View My Quarantine](#) [Protection by Novus Insight](#)

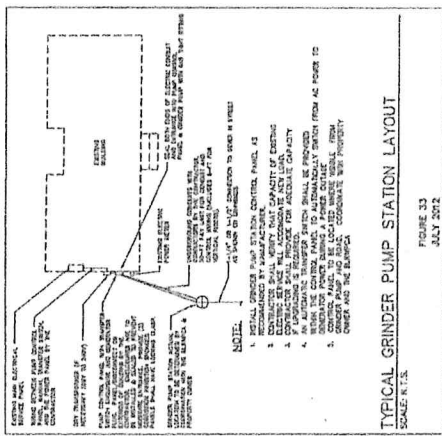
Hey Sue Ellen!

My name is James Read. Danielle P. told me that I should be reaching out to you asap. So here I am! I am currently proposing to build a 2 bedroom new construction cottage at my land on Vernon Road. It lies between 21 and 31 and it's a vacant lot or record. We already have approval for a septic plan from Thad King, approved plan from Inland Wetlands and a variance from ZBA. I'm very much hoping to join you at the 4/30/25 meeting to REQUEST EDU. My cell phone number is 774-217-3608. You are welcome to call if needed. Please advise. Thank you for your help!

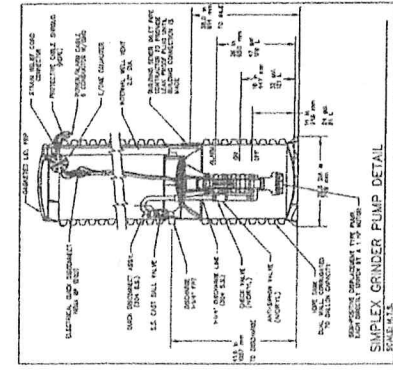
- Jim Read



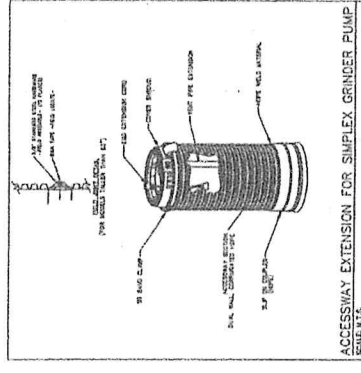
GRINDER PUMP CONNECTION DETAIL
NOT TO SCALE



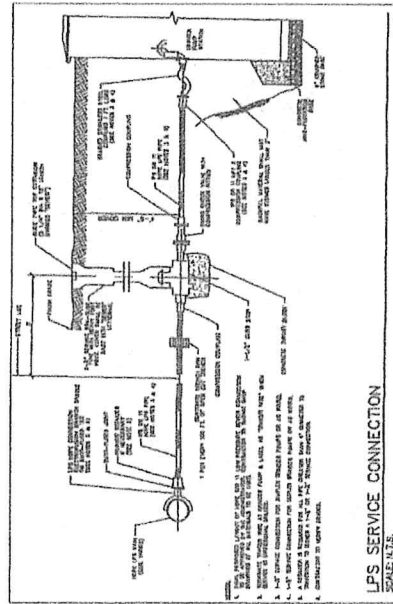
TYPICAL GRINDER PUMP STATION LAYOUT
SCALE: N.T.S.



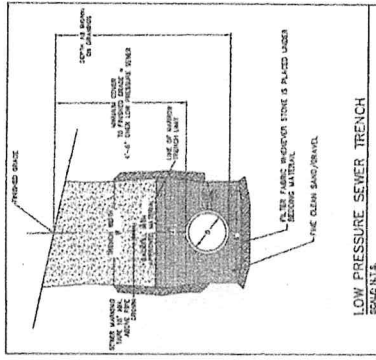
SIMPLEX GRINDER PUMP DETAIL
SCALE: N.T.S.



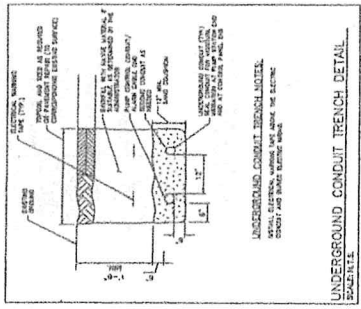
ACCESSWAY EXTENSION FOR SIMPLEX GRINDER PUMP
SCALE: N.T.S.



LPS SERVICE CONNECTION
SCALE: N.T.S.



LOW PRESSURE SEWER TRENCH
SCALE: N.T.S.



UNDERGROUND CONDUIT TRENCH DETAIL
SCALE: N.T.S.

PRELIMINARY PLAN NOT FOR PERMITTING OR
CONSTRUCTION PURPOSES

 <p>PLAN PREPARED FOR JAMES READ VINCEN ROAD WAP 151 8 PANE 6 1153 CONSTRUCTION / TELS SEPTIC DETAILS SCALE: N.T.S. DATE: 10/20/10 PLAN NO: 224-10 SHEET: 1 OF 3</p>	<p>BUSHNELL ASSOCIATES LLC CIVIL ENGINEERING AND LAND SURVEYING 203 WOODSIDE STREET MANSFIELD, CT 06040 REG. 94-572</p>
--	--

Kamara, Suellen

6c

From:
Sent: Thursday, April 17, 2025 4:13 PM
To: Kamara, Suellen
Cc:
Subject: BLWRPCA EDU request for the Billings' new construction at 7 Beechwood Road, Vernon

External

[Report This Email](#) [View My Quarantine](#) [Protection by Novus Insight](#)

Hi Suellen –

Thanks for all of your help guiding us through the BLRWPCA process!

We'd like to request that an EDU be assigned to our new home construction at 7 Beechwood Road, Vernon.

Could you add our application to the agenda for the April 30th meeting?

Jeff Navarro (from East Coast Builders Group) is our builder for the property. He will be attending the meeting and is the best one to answer any questions that arise.

Our team also includes our architect, Robert Hurd (from The Architects) and our site engineer, Andrew Bushnell (from Bushnell Associates).

Our team will be meeting on Monday afternoon and we are close to the necessary documents to complete our EDU application. I will be back in touch with you on Tuesday.

Thanks again,

- Eric



North Central District Health Department

- ☐ Enfield - 31 North Main Street - Enfield, CT 06082 - (860) 745-0383 Fax 745-3188
- ☐ Vernon - 375 Hatford Turnpike, Room 120 - Vernon-Rockville, CT 06066 - (860) 872-1501 Fax 872-1531
- ☐ Windham - Town Hall - 979 Main Street - Willimantic, CT 06226 - (860) 465-3033 Fax 465-3032
- ☐ Stafford - Town Hall 1 Main Street - Stafford Springs, CT 06076 - (860) 684-5609 Fax 684-1768

Plan Approval For Subsurface Sewage Disposal System

7 Beechwood Rd Vernon
Lot # Street # Street Name Town Subdivision

Gregory Peck Ct
Owner Owner Address Town State Zip

Bushnell Associates LLC 563 Woodbridge St Manchester CT 06042
Builder Builder Address Town State Zip
Engineer Engineer Address Town State Zip

This Approval Indicates That The Proposal Has Been Reviewed By The Health Department And Is In Compliance With Applicable Regulations As Contained In The Public Health Code For This Project.

Plan Date: March 22, 2020 Approval Date: April 28, 2020 Last Revision Date: April 7, 2020

Bedrooms or GPD: 3 Distribution: Water Supply Well

10.1 to 20 Min./In.	56	1,000	Mantis Double Wide 58	696	60'	0"	Yes
Design Rate	MLSS Tank Size	Field Type	Sq Ft.	Leaching	SS Bottom	Pump	
Septic System system Length							

This is **NOT** A PERMIT TO CONSTRUCT a Subsurface Sewage Disposal System. The permit to construct will be issued to the licensed septic system installer prior to actual construction. This plan approval is subject to specific and general conditions as shown below. Please read them carefully.

Specific Conditions:

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Engineer Design | <input type="checkbox"/> Field Staking By Installer (Repair Only) | <input checked="" type="checkbox"/> Installer Must Schedule Inspections |
| <input type="checkbox"/> Percolation Test in Fill | <input checked="" type="checkbox"/> Field Staking of Well by Well Driller | <input checked="" type="checkbox"/> Final Inspection Required |
| <input type="checkbox"/> Engineer As Built Required | <input type="checkbox"/> Select Fill Required | <input type="checkbox"/> Well Permit Required |
| <input type="checkbox"/> Foundation As Built Required | <input type="checkbox"/> Curtain Drain | <input checked="" type="checkbox"/> As Below |
| <input type="checkbox"/> As Built Installer | <input checked="" type="checkbox"/> Engineer Supervision | |
| <input checked="" type="checkbox"/> Field Staking by Engineer | <input checked="" type="checkbox"/> Licensed Installer Must Obtain Permit | |

Perc Tests in Fill by Engineer: ☐ Required ☐ Not Required Variances Granted: ☐ Yes ☒ No **If Yes, see notes!**

The septic plans submitted was reviewed for the suitability to install a code compliant subsurface sewage disposal system designed for a three bedroom residential home. The proposed primary leaching area, the reserve leaching area, the septic tank and the septic pump chamber are all in compliance with the current public health code technical standards for subsurface sewage disposal systems. This plan is approved with the understanding that this dwelling will connect to the Public Sewer in accordance with the Bolton Lake Sewer Authority's Requirements.

Approved by: _____ Director of Health Sanitarian _____

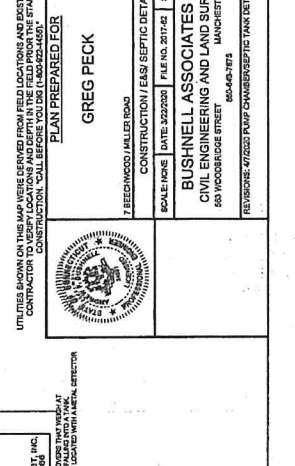
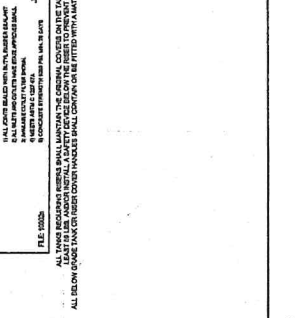
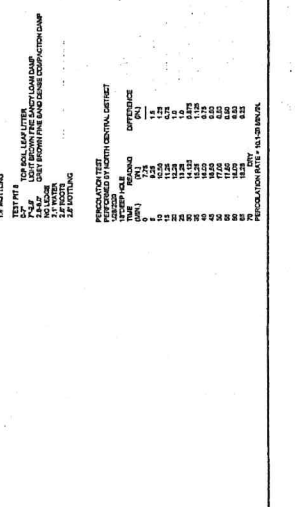
Plan Approval For Subsurface Sewage Disposal System


7	Beechwood Rd	Vernon	
Lot #	Street #	Street Name	Subdivision

The proposed well location is not approved at this time. Submit a full scalable design plan by a CT licensed engineer and/or surveyor for review. The plan must show all pertinent information including the private water supply well location, proposed sewer lateral location and the sewer grinder pump location. In addition, the plan must show that the proposed water supply well is 75' from all sources of pollution on the property and any neighboring property for review and approval.

Cc: Bolton Lake Sewer Authority

Approved by: _____
Director of Health Sanitarian

[illegible]

	<p>UNITIES SHOWN ON THIS MAP WERE DERIVED FROM FIELD LOCATIONS AND EXISTING WASTEWATER CONSTRUCTION. CONTRACTOR TO VERIFY LOCATIONS AND DEPTHS IN THE FIELD PRIOR TO THE START OF ANY CONSTRUCTION. *CALL BEFORE YOU DIG 1-800-456-4607.</p>
<p>PLAN PREPARED FOR:</p> <p>GREG PECK</p>	<p>7 FINEWOODS LAMLER ROAD</p> <p>VERMONT, CT</p>
<p>CONSTRUCTION / PUMP SEPTIC DETAILS</p>	<p>SCALE: HORIZ. 1"=40' VERT. 1"=4'</p> <p>DATE: 02/20/02 FILE NO. 2017-42 SHEET 1 OF 2</p>
<p>BUSWELL ASSOCIATES LLC</p> <p>CIVIL ENGINEERING AND LAND SURVEYING</p> <p>600 FORDENBUSH AVENUE</p> <p>MANCHESTER, CT 06042</p> <p>860-649-9783</p>	<p>RESPONSE: 4/7/02 PUMP AND SEPTIC TANK DETAILS</p>

60

Attn: Jim Rupert

BOTTICELLO, INC.

321 Olcott Street
Manchester, CT 06040
860-649-3665

7/2/24

AUTHORIZATION LETTER

I, Dennis Botticello of Botticello, Inc., hereby authorize Jonathan Jacques of J.A. Jacques Construction LLC, dba Laurelwood Farm, LLC, to act on my behalf to request the release of the bond for the sewer system at Laurelwood Subdivision.

Thank you for your kind consideration.

Sincerely,



Dennis Botticello

State of Connecticut
County of Hartford

ss. Manchester, ct July 2, 20

On this ~~2nd~~ day of July, 2024, before me,
Karen A. Jarish, the undersigned notary, personally
appeared Dennis Botticello, known to me to be
the person whose name is subscribed herein.

Karen A. Jarish
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES JANUARY 31st, 2027


Notary
MY COMMISSION EXPIRES



Document A312™ – 2010

Performance Bond

Bond # 107798272

CONTRACTOR:

(Name, legal status and address)

Botticello, Inc
321 Olcott Street
Manchester, CT 06040

OWNER:

(Name, legal status and address)

Bolton Lakes Regional Water Pollution Control Authority
Bolton Town Hall
222 Bolton Center Road
Bolton, CT 06043

CONSTRUCTION CONTRACT

Date: October 5, 2022

Amount: \$ 175,100.00 (One Hundred Seventy Five Thousand, One Hundred dollars and 00/100)

Description:

(Name and location)

Sanitary Sewer improvements @ Laurel Woods Farms
Bolton Branch Road, Vernon, CT

SURETY:

(Name, legal status and principal place
of business)

Travelers Casualty and Surety Co
of America
Construction Services
One Tower Square
Hartford, CT 06183

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date: March 15, 2023

(Not earlier than Construction Contract Date)

Amount: \$175,100.00 (One Hundred Seventy Five Thousand, One Hundred dollars and 00/100)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Botticello, Inc

Signature: D. Botticello
Name and
Title: Dennis Botticello, President

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners New England, Inc
100 Beard Sawmill Road
Shelton, CT 06484

SURETY

Company: (Corporate Seal)
Travelers Casualty and Surety Company of America

Signature: Jeannette Rivera
Name and
Title: Jeannette Rivera, Attorney-in-Fact

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Init.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

SURETY

Company: _____ *(Corporate Seal)*

Signature: _____

Name and Title: _____

Address: _____

**DUAL
OBLIGEE
RIDER**

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA
Hartford, Connecticut 06183

This Rider is to be attached to and forms a part of Performance Bond No. 107798272 issued by Travelers Casualty and Surety Company of America, (hereinafter referred to as "Surety"), as Surety, on the 15th day of March, 2023 (hereinafter referred to as "Bond").

WHEREAS, on or about the 15th day of March, 2023, Botticello, Inc (hereinafter called the "Principal"), entered into a written agreement with Bolton Lakes Regional Water Pollution Control Authority (hereinafter called the "Primary Oblige") for the construction of the Sanitary Sewer improvements @ Laurel Woods Farm (hereinafter called the "Contract"); and

WHEREAS, the Principal and the Surety executed and delivered to said Primary Oblige the Bond in connection with the Contract; and

WHEREAS, the Primary Oblige has requested the Principal and the Surety to execute and deliver this Rider.

NOW, THEREFORE, the undersigned hereby agree and stipulate that Town of Bolton & Town of Vernon shall be added to said bond as a named obligee (hereinafter referred to as "Additional Oblige"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bond to the Primary Oblige, the Additional Oblige, or any of them, unless the Primary Oblige, the Additional Oblige, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Bond, to any or all of the obligees (Primary and Additional Obliges), as their interests may appear, is limited to the penal sum of the Bond; the Additional Oblige's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Oblige, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Oblige under the Contract. At the Surety's election, any payment due under the performance bond may be made by joint check payable to one or more of the obligees.

3. The Surety may, at its option, make any payments under said Performance Bond by check issued jointly to all of the obligees.

Except as herein modified, the Bond shall be and remains in full force and effect.

Signed this 15th day of March, 2023.

Botticello, Inc.

(Principal)

By: *Dennis Botticello* *President*
Dennis Botticello, President

Bolton Lakes Regional Water Pollution Control Authority
(Primary Oblige)

By: _____

Travelers Casualty and Surety Company of America

By: *Jeannette Rivera*
Jeannette Rivera, Attorney-in-Fact



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Jeannette Rivera** of **BRIDGEPORT**, **Connecticut**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of March, 2023.




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.**

7A

Kamara, Suellen

INFORMATION ONLY

From:
Sent: Tuesday, April 15, 2025 1:21 PM
To: Kamara, Suellen
Subject: RE: Tax Sale update

External

[Report This Email](#) [View My Quarantine](#) [Protection by Novus Insight](#)

Hi Suellen

There is still one property left in the Tax Sale for BLRWPCA. 1075 Boston Turnpike has not paid yet. The Tax Sale will be held May 6th, in Vernon at 10am. The owner will have 6 months to redeem his property from the date of the sale.

Terry