

TOWN OF WILLINGTON

Board of Selectmen AGENDA

Board of Selectmen
40 Old Farms Road
Willington, CT 06279
(860) 487-3100
(860) 487-3103 Fax
www.willingtonct.org

Regular Meeting
Virtual Meeting via ZOOM

December 7, 2020
6:30 PM

Join Zoom Meeting:

<https://willingtonct.zoom.us/j/87186960537?pwd=YjBMQ0c1MHh2RnNpNlhDeWpidGJNQOT09>

Meeting ID: 871 8696 0537

Passcode: cp9eZy

Dial by your location: +1 929 205 6099

Meeting ID: 871 8696 0537 Passcode: 430670

1. Call to Order
2. Approval of Minutes
3. Present to Speak
4. Correspondence
5. First Selectman Status Report
6. Public Works
7. New Business
 - A. Tax Refund
 - B. **Boiler Replacement – Approve Vendor** * Attachment # 1 (page 1-4)
 - C. Appointments
 - Conservation Commission
 1. Robert Shabot
 2. Marilyn Schreiber
 3. Kathy Demers
 - PZC (Alternate)- Laurie Semprebon
 - ZBA- Mark Masinda
 - CIP- Appointments
 - Economic Development Commission- Matthew Clark
 - D. Approve BOS Budget workshop Schedule 21/22
8. Old Business
 - A. COVID-19 Update
 - B. School Building Committee Members Discussion & Appointments
 - C. **School Building Committee Charge** * Attachment # 2 (page 5)
9. Present to Speak
10. Good & Welfare



Williams Fuel Oil Co., LLC

P.O. Box 100, 162 East Street
Stafford Springs, CT 06076-0100
860-684-9123 or 860-645-9918
Toll Free from MA 800-356-7087
CT License # 393553 HOD# 59

PROPOSAL

No.

Page 1 of 1

Proposal Submitted to:

Street:

DATE: 11/1/2020

City:

Phone:

ACCOUNT:

Submitted By: CHRISTOPHER WILLIAMS Site:

We hereby submit specifications and estimates for:

Replacing oil-fired water boiler. Price includes the following: One **Weil-McLain** cast iron boiler model **#WGO-0** with limited lifetime warranty on boiler vessel. One Riello 3450 RPM flame retention oil burner with cad cell safety control. One #30 diaphragm expansion tank and one automatic pressure regulating water feed. Three lengths and two elbows of 26 gauge smoke pipe. Complete piping and bring all boiler wiring up to state code. Use combustion test equipment to set up new unit to factory specifications. Complete two year warranty (annual cleanings **not** included). Warranty does not cover nozzles, oil filters or pump screens. Complete removal of old unit and all work related debris. Price includes parts, labor and heating permit.

Optional Beckett Burner no extra cost.

WE PROPOSE hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

DOLLARS

deposit due upon contract signing. Balance due in full upon job completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature 

Note: this proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

PROPOSAL

Energy Unlimited, LLC
Heating & Cooling S-3 #395833
P.O. Box 298
MANCHESTER, CT 06045-0298

(860) 643-8334

TO: Town of Willington - Town Hall
40 Old Farms Road
Willington, CT 06279

Attn: Troy Sposato

PHONE	860-684-9313	DATE	9/24/2020
JOB NAME / LOCATION			
SAME			
JOB NUMBER		JOB PHONE	

We hereby submit specifications and estimates for:

> Installation of a new oil fired boiler

- 1) We will supply and install a new Peerless WV-05 cast iron boiler with Beckett AFG oil burner. This boiler has an input of 273,000 BTU per hour.
- 2) Includes Grundfos UPS43100F high-efficiency circulator.
- 3) We will put the new boiler on two sets of concrete blocks and install piping to connect to the existing radiation. Includes smoke pipe to connect to the existing chimney and sleeved oil supply line from the oil tank to the new unit.
- 4) Installation includes a new automatic feed valve, new backflow valve, expansion tank, SpiroTherm Spiro Vent 1-1/4 IPS air eliminator, ball type isolation valves, and firematic safety switch.
- 5) This quote includes the removal and disposal of the old boiler and work-related debris.
- 6) All Permits and labor to complete the installation are included.
- 7) Energy Unlimited provides a three-year part and labor warranty on the installation. (Does not include annual maintenance).

\$8,200.00

Installation of a control package for the new boiler

- 1) We will supply and install a control package for the new boiler. Includes two (2) low water cut-offs, Honeywell 7224U aquastat and Honeywell high limit control with manual reset. Includes necessary wiring and service switch.

\$1,600.00

We Propose hereby to furnish material and labor — complete in accordance with the above specifications, for the sum of:
Nine Thousand Eight Hundred Dollars and 00/100 dollars (\$ 9,800.00).

Payment to be made as follows:

\$ 9,800.00 Due upon completion.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

Acceptance of Proposal—

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If customer defaults on payment, the unpaid balance will be referred to an attorney or collection agency. Customer shall be responsible for payment of all attorney or collection fees incurred by our company.

Date of Acceptance: _____

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 90 days.

Signature _____

Signature _____



New England Mechanical Services, Inc.
55 Gerber Road East
South Windsor, CT 06074
Phone: 860.870.1111
Fax: 866.481.3250

September 23, 2020

Ms. Erika Wiecenski
Town of Willington
40 Old Farms Road
Willington, CT 06279

Reference: Proposal Number: Q11141105670
Subject: Boiler Replacement
Job Location: 40 Old Farms Road, Willington, CT

Dear Erika:

Thank you for giving EMCOR Services New England Mechanical (NEMSI) the opportunity to provide a quotation for the above referenced project.

The scope of our work will include materials and labor for the following:


- Remove and dispose of the existing boiler
- Install a new concrete housekeeping pad
- Provide and install a new Weil Mclain M#WG07 cast iron boiler
- Provide new Beckett oil burners
- Install new safety and operating controls
- Install new vent pipe with a new back draft damper
- Pipe in and wire the boiler
- Start and set it up for proper operation

NEMSI's price on this project is **\$14,380.00, excluding applicable taxes**. Our price is valid for thirty (30) days from the date of this quote. However, due to the volatility of the commodities market, such as copper, steel, wiring, etc., some material items will be subject to re-pricing on the day of acceptance.

Payment Terms: 35% down with Purchase Order: Balance invoiced on an "in progress" basis and payable within thirty (30) days of the invoice date. Please see reverse side for terms and conditions.

This project will be invoiced on an "in progress" basis and is payable within thirty (30) days of invoice date. Please see reverse side for terms and conditions.

Erika, thank you for the opportunity to work with you on this project. Please feel free to call me with any questions.

Sincerely,

Brian Cyr
Service Project Manager
Phone: 860.870.2202
Fax: 866.435.9128
e-mail: BCyr@nems.com
BC:tl

Approved: _____
Print Name: _____
Title: _____
Date: _____
Purchase Order #: _____

TERMS AND CONDITIONS

1. Contractor will perform the services ("Services") set forth in the attached proposal ("Proposal").
2. Contractor will perform the Services during normal working hours, Monday through Friday, from 8 AM to 5PM, unless specified otherwise in writing by Contractor. If Customer requests that Contractor provide Services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
3. If Contractor determines that other work beyond the Services is required, such work shall not constitute a part of the Services, and Contractor will provide Customer with a quotation for such work.
4. Customer agrees to (i) provide safe and reasonable access, and any other assistance as is reasonably necessary, so that Contractor can perform the Services and (ii) remove and replace/refinish any part of the work site that must be disturbed so Contractor can perform the Services.
5. Contractor shall not perform any service that concerns hazardous materials, and shall have no responsibility for remediation, accumulation, storage, transportation, or disposal of any hazardous materials generated by Customer or present at the work site.
6. Contractor shall not be required to perform any Services where hazardous materials are present or where Contractor suspects the presence of hazardous materials, and Contractor immediately may stop providing Services in either instance and notify Customer of the circumstance giving rise to the stoppage.
7. Customer agrees to pay Contractor the lump sum or time and materials rates set forth in the Proposal, and all excise, sales, use, occupation or other similar taxes connected with Contractor's performance of the Services.
8. Customer's payment is due net 30 days from date of invoice, and late payment to Contractor shall be subject to interest at the rate of one and one-half percent (1½ %) per month, not to exceed the maximum amount allowed by applicable law. Contractor may cease providing Services, including warranty services, if Customer fails to make any payment that is due and owing.
9. Materials provided will be free from defects for one (1) year from the date of the Services or to the extent of the manufacturer's warranty, whichever the lesser. Workmanship provided will be good and of a workman-like standard for sixty (60) days from the date of the Services. During the applicable warranty period, Contractor promptly shall repair or replace, at its sole option and at its own expense, any defective materials or workmanship during normal working hours (for defective materials, Contractor only will provide (i) warranty coverage to the extent that Contractor is able to enforce liability against the manufacturer and (ii) necessary labor at its own expense for sixty (60) days from the date of the Service and during normal working hours). Customer's sole and exclusive warranty is the repair or replacement set forth herein. If Customer requests that Contractor provide warranty services on an expedited basis and/or outside normal working hours, Customer shall pay all additional charges for freight, labor, or materials according to Contractor's established rates and fees.
10. Contractor's warranty applies only to materials and workmanship furnished by Contractor. Contractor's warranty shall be null and void if (i) Customer fails properly to operate and maintain equipment and/or the system for which Services were provided, (ii) acts of vandalism or other alterations or modifications occur that affect the equipment and/or the system for which Services were provided, or (ii) Customer subsequently has another contractor provide goods or services that affect to the Services.
11. Contractor shall not be liable for any delay, or loss or damage arising therefrom, and shall be entitled to additional time for the Services, if the delay is caused by an occurrence beyond the reasonable control of Contractor.
12. Contractor is not responsible for equipment and/or system design deficiencies, obsolete equipment or systems, equipment or systems beyond serviceable life, or electrical failures, and Customer shall remain obligated to pay for Services if the Proposal properly was performed but the Services do not remedy the condition giving rise to the Proposal because of the foregoing.
13. Contractor shall not be liable for operation of any equipment or system, nor for injury to person or damage to property, except to the extent such injury or damage is caused by the negligent acts or omissions of Contractor, and only to the proportionate extent of Contractor's negligence.
14. Under no circumstances, whether arising out of contract, tort (including negligence), strict liability, warranty or otherwise, shall either party be liable to the other for special, indirect, incidental, consequential, exemplary or punitive damages of any nature.
15. In no event shall Contractor's aggregate liability to Customer exceed an amount that is the lesser of (i) the amount of the Proposal or (ii) the cost to Contractor to repair or replace the item giving rise to the claim.
16. This Proposal shall be governed by the laws of the State where the Services are performed, without giving effect to its conflict of laws provisions. Any action concerning the subject matter of this Proposal shall be commenced in the State court of such State, which shall have exclusive jurisdiction over such action. Any such action shall be submitted TO THE COURT ONLY for resolution, WITHOUT TRIAL TO A JURY. THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL REGARDING ANY SUCH ACTION.
17. Contractor shall be entitled to all fees and costs, including reasonable attorney's fees, incurred by it in any action to collect amounts due to it from Customer.
18. By signing the Proposal, Customer authorizes Contractor to perform the Services and agrees to these Terms And Conditions and those set forth in the Proposal. Customer further agrees that the Proposal and these Terms And Conditions constitute the parties' entire agreement, and any other documents generated or provided by Customer are intended only to create payment authority for Customer's internal purposes. No such Customer documents shall form a part of this agreement, or constitute a counteroffer, amendment, modification, or revision, and hereby are rejected by Contractor.

Town of Willington
School Building Committee Charge ****DRAFT****
December 7, 2020

- A. The Willington School Building Committee shall be established by the Board of Selectmen. Any vacancies occurring shall be filled by the Board of Selectmen.
- B. The Committee is authorized to request the Board of Education and Superintendent of schools to file applications and other documents as may be required by the State Board of Education or the State Department of Education.
- C. Funding of the operational expenses of the committee shall be administered by the Board of Finance.
- D. The Committee shall be responsible for:
 1. Defining a prek-grade 8 school to meet Willington's educational needs in cooperation with the Board of Education.
 2. Recommending a competent architectural and engineering and other appropriate services for the preparation of plans and specifications for constructing, furnishing, and equipping the school.
 3. Developing a building proposal with associated financial commitments for Town approval and developing a strategy for obtaining approval of that proposal.
 4. Cooperating in the securing of state funding to support the building program.
 5. Finding and recommending a site, if necessary, to meet school construction and Town needs.
 6. Reviewing architectural plans, specifications and proposed construction contracts.
 7. Working with the Treasurer and Board of Finance and other officials to secure funding/bonding for the projects.
 8. Adhering to state statute at all stages of the project.
 9. Obtaining the approval of the town legislative body for all obligations incurred throughout the building process.
 10. Identify potential future uses of the two current school buildings, if necessary..
 11. Overseeing construction and completion of the project.