

TOWN OF CANAAN
FALLS VILLAGE TOWN HALL
108 Main Street, Falls Village, CT. 06031
35 RAILROAD STREET SALE COMMITTEE
Meeting Tuesday, February 7, 12:00 PM (noon)

Present: Henry Todd (First Selectman), Dave Barger (Selectman), Greg Marlowe (Selectman), Fred Laser (P&Z Chair, via phone), Vincent Inconiglios (P&Z), Ruth Skovron (P&Z),
Also present from public: Daly Reville, Laura Wertz, Sue Sweetapple

AGENDA:

1. Call to Order
 - a. Meeting February 7 2023: called to order by Greg Marlowe at 12:10 p.m.
2. Old Business
 - a. Engineering Update
 - i. Inconiglios distributed George Johannesen's Professional Service's Agreement from Allied Engineering Associates, Inc. referencing the seven (7) areas noted in committee minutes of January 10, 2023:
 1. Copy of agreement (attached)
 2. Detailed map referencing scope of work using existing A2 survey (attached)
 - ii. Johannesen presentation referring to agreement including engineering scope of services and his method of determining estimated fees.
 - iii. Comments made by committee members, led by Laser
 - iv. Motion by Ruth Skovron, seconded by Dave Barger, the committee agreed to proceed with Allied's proposal in a phased approach. Agreement was made to begin with items D (design of access easement) & E (soil testing) of the proposal.
 1. Soil testing is to be done in existing "parking lot" area in the next few weeks.
 2. Marlowe will gather quotes for support services required by Allied.
 3. Phased approach to other items in Allied's scope of services TBD as process moves forward.
3. Executive Session
 - a. Motion by Marlowe, seconded by Skovron to begin Executive Session at 12:45 p.m. to discuss possible real estate transactions. Motion by Marlowe, seconded by Todd to end Executive Session at 1:17 p.m.
4. New Business —
 - a. Review of timeline for future actions: Initial April goal deemed unrealistic, Summer to early Fall more feasible.
5. Any other Business to come before the Committee:
 - a. Committee reaffirmed its intention to incorporate all costs incurred to meet requirements for firehouse sale will be incorporated into RFP with fixed sale price.
 - b. Importance of Railroad Street property as an integral part of the Town's POCD was acknowledged.
 - c. Next meeting was scheduled for February 21, 2023 at 12:00 noon.
6. Adjournment: **MOTION** by Marlowe, seconded by Inconiglios, to adjourn the Meeting; approved unanimously. Chairman Marlowe adjourned the Regular Meeting at 1:25 p.m.

Respectfully submitted, Vincent Inconiglios, Secretary

Attachments: Allied Engineering Assoc Inc Professional Services Agreement (4 pages), 35 Railroad Street Map (1 page)



Allied Engineering Assoc. Inc.

95 Main Street 3rd Floor – East

PO Box 726

Canaan, CT 06018

860-824-1400

860-824-1401 fax

allied-engineering@snet.net

Professional Services Agreement

This agreement is to confirm that engineering services are to be performed by Allied Engineering Assoc. Inc. herein after referred to as ENGINEER. The services are requested by:

NAME 35 Railroad Street Sale Committee
TITLE Committee
ADDRESS 108 Main St. P.O. Box47
CITY Falls Village
STATE Connecticut
ZIP CODE 06031
TELE. 860-824-0707
EMAIL selectmen@canaanfallsvillage.org; vincentinconiglios@gmail.com;
zonelaser@aol.com

Herein after referred to as CLIENT:

1. SCOPE OF SERVICES: The services to be provided shall be as indicated below:

Provide Engineering Services to perform the following functions:

- A. Extend sidewalk from Falls Village Inn past Firehouse parking lot to abutting neighbor to include detailed topographic survey in the area..
- B. Design berm, landscaping and/or retaining wall at base of parking lot.
- C. Develop plan for drainage of parking lot down to existing drainage system.
- D. Design access easement in favor of Falls Village Inn across Firehouse property.
- E. Soil testing to design a Proposed Sanitary Sewage Disposal System for proposed uses.
- F. Design of underground conduit system and modification to Firehouse electrical service to replace overhead wires from pole near Package Store.
- G. Develop Scope of work, specifications, assist in bidding and provide Construction Administration during construction.

2. FEE: The fee for the above described services shall be as follows:

- A. Estimated fee is \$3,000. Cost of Construction approx. \$15,000
- B. Estimated fee is \$1,500. Cost of Construction approx. \$10,000
- C. Estimated fee is \$1,500. Cost of Construction approx. \$10,000
- D. Estimated fee is \$1,500. Attorney's fees unknown.
- E. No fee. This and Septic Design were included in the previous PSA. Cost of Septic System Construction approx. \$40,000
- F. Estimated fee is \$3,500. Cost of Construction approx. \$30,000

G. Estimated fee, assuming all work included is \$6,000.

Total estimated Engineering fees is \$17,000. Total Construction Costs approx. \$105,000.

Additional items that may be needed follow with estimated prices:

This does not include an A-2 Survey or a Property Line Survey. If an A-2 survey is needed, that will need to be prepared by an outside Licensed Land Surveyor. We will use boundary surveys created by Lamb Kiefer Land Surveyors.

Building drawings are not included in this scope of work. That would be billed hourly, based on what is needed.

Septic system stake out, if needed is \$500.

Septic sand testing during septic installation, if needed is \$300.

Septic System As-Built survey and drawing, if needed is \$750.

Any application fees will be paid by the CLIENT. Any application fees paid by Allied Engineering will be invoiced to the CLIENT with a 10% processing fee.

A non-refundable retainer in the amount of \$1,500 will be required prior to the start of the above described engineering services. This amount will be credited to the CLIENT in the billing for the above mentioned services.

It is understood that CLIENT is responsible for scheduling and paying for an excavator for soil testing and/or any other additional services, such as surveying, geotechnical or environmental services that may be needed in conjunction with the engineering services provided hereunder.

3. SPECIAL CONDITIONS: The CLIENT understands that:

Preparation and submission of plans does not guarantee approval. All of ENGINEER'S fees shall be paid by CLIENT regardless of whether project is approved or not.

4. LIMITATION OF LIABILITY: To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of the Consultant's fee. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Engineer is not responsible for location of underground utilities. Owner and Engineer waive consequential damages for claims, disputes or other matters in question arising out of, or relating to, this agreement.

5. FURNISHING OF DOCUMENTS: The following quantity of drawings, specifications, estimates and other documents to be furnished by ENGINEER are included in the above mentioned price. A total of 6 (six) sets of plans are included in pricing. After 6 (six) sets the client will be billed at a cost of \$1.00 per sheet.

6. ESTIMATED START DATE: The estimated time frame for completion of the above mentioned services shall be as follows:

Existing Site Conditions can be reviewed within 2 weeks of receipt of signed contract and retainer.

In the event that the ENGINEER is obstructed or delayed in the completion of the services mentioned above by any act of the CLIENT or the CLIENT'S agent or by any act beyond the control of the ENGINEER including, but not limited to, inclement weather, illness, strikes, failure of equipment, unanticipated degree of difficulty encountered in performing said services,

or delay created within or by approving agencies, then the time frame mentioned above shall be extended as required for the completion of the above mentioned services.

7. TERMINATION: This agreement may be terminated by either party upon five (5) days written notice by mutual consent or in the event of persistent failures of performance per the terms and conditions of this agreement by one or the other party through no fault of the terminating party. The ENGINEER shall then be paid for services completed up to the date of termination based upon the above described fee.

8. OWNERSHIP OF DOCUMENTS: All documents, including original drawings, specifications, estimates, sketches, field notes and data are and shall remain the sole and exclusive property of the ENGINEER as instruments of service. The CLIENT may, at their expense, obtain record prints of drawings, in consideration of which the CLIENT will use them solely in connection with the above described project and not for the purpose of making subsequent extensions or enlargements thereof or for other projects.

9. PAYMENT: CLIENT will be billed monthly for work performed each month. Payment for the above described services shall be due upon receipt of such billing. Balances unpaid after thirty (30) days shall be subject to a monthly service charge of one and one half percent (1 ½ %) on the then unpaid balance (18% true annual rate). In the event that any portion or all of this account remains unpaid after sixty (60) days, the CLIENT shall pay all costs of collection including attorney's fees. If invoices are not paid within 30 days from the date of billing, all work on the project will stop until invoices are brought up to date. The retainer will be deducted from balance due at the completion of the project.

10. AMENDMENT OF AGREEMENT: This agreement may be amended only in writing signed by the CLIENT and the ENGINEER.

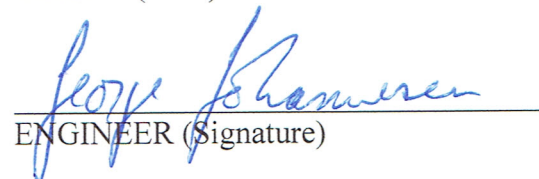
11. APPLICABLE LAW: Unless otherwise specified, this agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, CLIENT and ENGINEER have executed this three page agreement at North Canaan, Connecticut, on the date set forth with each signature.

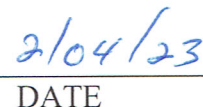
CLIENT (Signature)

DATE

CLIENT (Print)



ENGINEER (Signature)



DATE

George Johannesen, P.E.

ENGINEER (Print)

This offer for services, unless accepted, will expire in thirty (30) days from the date next to the ENGINEER'S signature.

Letter of Authorization

I, Henry Todd, First Selectman of the Town of Canaan, CT, authorize Allied Engineering Associates Inc. as my agent in signing applications on my behalf, submissions of applications and permit authorizations to The Town of Canaan, CT Department of Transportation, Department of Energy and Environmental Protection, Local Health District, and/or any other Governing Agency that may be required in the approval of proposed work to this property.

Owners Signature: _____

Date: _____

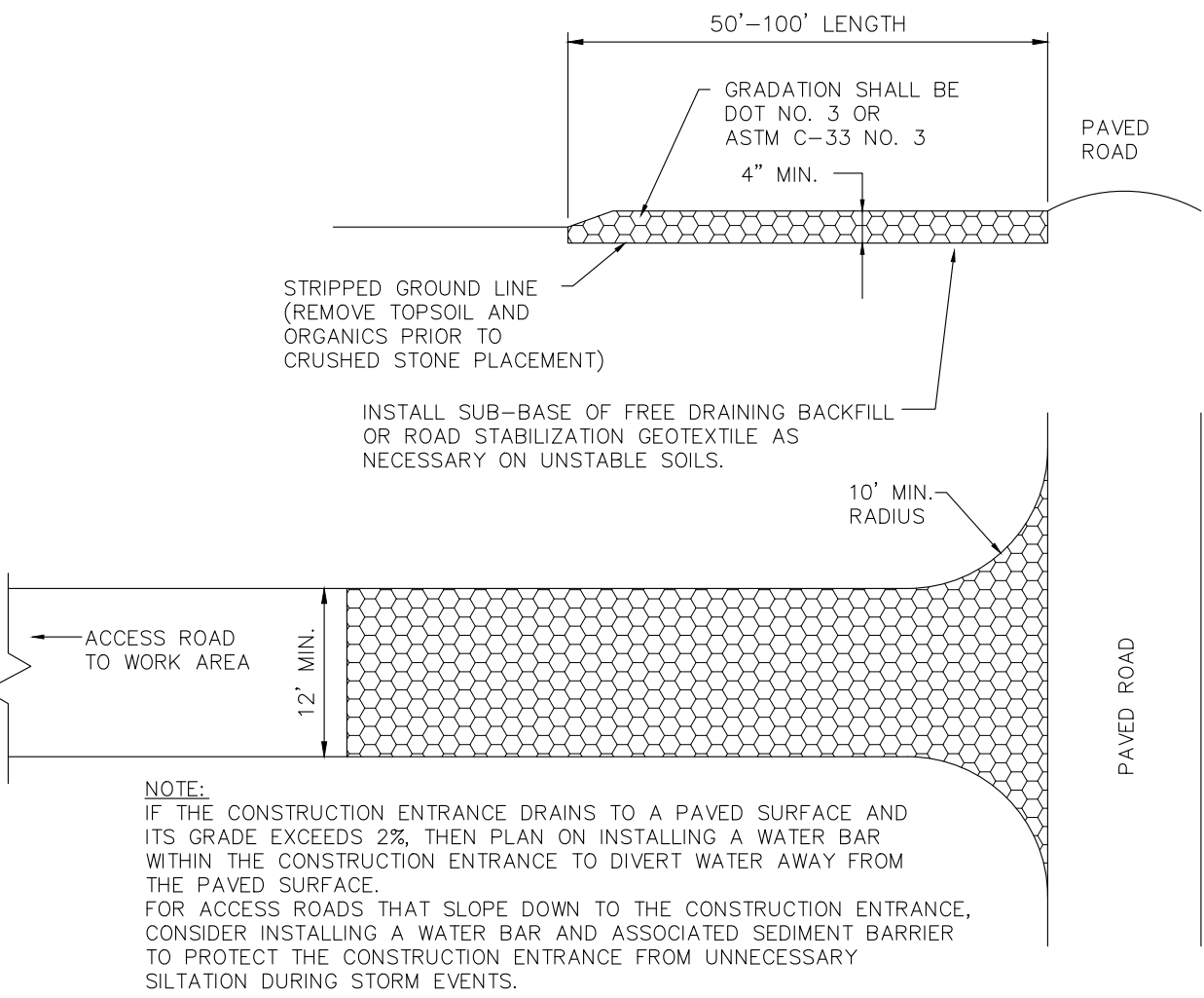
SITE INFORMATION

TAX MAP DESIGNATION: TOWN OF CANAAN, MAP 16, LOT 130
ZONED: C
LOT AREA: 0.339±ACRES

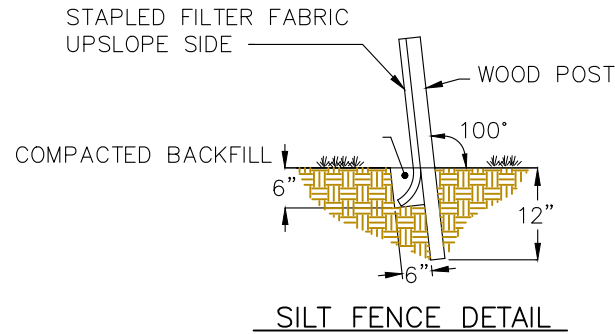
PROPERTY OWNER & APPLICANT: TOWN OF CANAAN, 35 RAILROAD STREET, FALLS VILLAGE, CT 06031

NOTES

- REFERENCE MAPS:
"MAP PREPARED FOR, TOWN OF CANAAN, RAILROAD STREET, FALLS VILLAGE, CANAAN CONNECTICUT, SCALE 1"=20', JANUARY 9, 2007, TOTAL AREA=0.378±ACRES" LAST REVISED BY MATHIAS KIEFER, L.L.S. #16101, FILED JULY 7, 2007.
- TOPOGRAPHY TAKEN BY FIELD SURVEY BY THIS OFFICE.
- STATE LAW REQUIRES: CALL BEFORE YOU DIG 1-800-922-4455 TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES.
- PORTIONS OF THE UTILITY INFORMATION SHOWN IS TAKEN FROM FIELD SURVEY BY THIS OFFICE FROM PREVIOUSLY LOCATED AND MARKED UTILITIES BY OTHERS.
- CONTRACTOR IS RESPONSIBLE FOR FINAL VERIFICATION OF UTILITY LOCATIONS AFFECTING THE PROPOSED WORK. ANY DISCREPANCY BETWEEN THE PLANS AND ACTUAL FIELD CONDITIONS ARE TO BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER, OWNER, AND PERMITTING AGENCY.
- NO CHANGES TO THE PROPOSED CONSTRUCTION CAN BE MADE WITHOUT PRIOR APPROVAL.
- ANY ADDITIONAL EROSION/SEDIMENTATION CONTROL METHODS DEEMED NECESSARY BY TOWN STAFF SHALL BE IMPLEMENTED BY THE CONTRACTOR AT HIS OWN EXPENSE.
- ANY EXISTING WORK OR SITE DRAINAGE STRUCTURES OR UTILITIES, OTHER THAN THOSE CALLED OUT TO BE REPLACED OR MODIFIED, WHICH ARE DAMAGED BY THE CONTRACTOR DURING CONSTRUCTION, SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
- ALL CONSTRUCTION AND EXCAVATION PROCEDURES TO BE IN ACCORDANCE WITH STANDARD CONSTRUCTION PRACTICES AND CURRENT CONNECTICUT CODES. ANY REFUSE OR DEBRIS MUST BE PROPERLY DISPOSED OF DAILY AT THE CONTRACTORS EXPENSE.
- ALL EXISTING SITE FEATURES SHALL REMAIN AS IS UNLESS NOTED ON DRAWING.
- WHEN WORKING IN CLOSE PROXIMITY TO THE WETLANDS, CONTRACTOR SHALL EXERCISE EXTREME CAUTION TO NOT DISTURB THE WETLANDS WHEREVER POSSIBLE.



CONSTRUCTION ENTRANCE DETAIL
NOT TO SCALE



- EXCAVATE 6"x6" TRENCH ON THE UPSLOPE SIDE OF THE FENCE LOCATION.
- DRIVE SUPPORT POSTS ON THE DOWN SLOPE SIDE OF THE TRENCH TO A DEPTH OF AT LEAST 12" INTO ORIGINAL GROUND.
- ANGLE POSTS 10 DEGREES UPHILL TO OVER COMPENSATE FOR ANY SAGGING IN FENCE DUE TO PRESSURE FROM BUILT UP SEDIMENT.
- STAPLE OR SECURE GEOTEXTILE TO THE POSTS PER MANUFACTURERS RECOMMENDATIONS SUCH THAT 6" OF FABRIC LIES IN THE TRENCH.
- BACKFILL THE TRENCH WITH THE EXCAVATED TRENCH MATERIAL OVER THE FABRIC. TAMP TO COMPACT THE SOIL.

GEOTEXTILE SILT FENCE DETAIL
NOT TO SCALE

LEGEND

- STONE WALL: ---X-X-X---
- WIRE FENCE: ---X-X-X---
- NO PHYSICAL BOUNDARY: ---X-X-X---
- DECIDUOUS TREE: *
- CONIFEROUS TREE: *
- FOLIAGE LINE: ---X-X-X---
- FENCE: ---X-X-X---
- CATCH BASIN: [Symbol]
- WETLAND BOUNDARY: [Symbol]
- EXISTING CONTOUR: [Symbol]
- PROPOSED CONTOUR: [Symbol]
- SILT FENCE: [Symbol]
- PROPOSED SPOT ELEVATION: [Symbol]
- APPROX. LIMIT OF DISTURBED AREA: [Symbol]
- TO BE REMOVED: T.B.R.
- EXISTING: EX.
- GRADE TO DRAIN: G.T.D.
- OBSERVATION PIT and/or PERCOLATION HOLE: [Symbol]

FEASIBILITY PLAN FOR PROPOSED LOT
LINE ADJUSTMENT

PREPARED FOR:
HENRY TODD, FIRST SELECTMAN, TOWN OF CANAAN
35 RAILROAD STREET
FALLS VILLAGE, CT 06031

SCALE: 1"=20'
FILE NAME: 1012-SITE-4
DATE: 1/12/2023
ISSUED FOR: INFO ONLY
PROJECT NO. 1012
DRAWING NO. C-1

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aei.george@gmail.com