



TOWN OF WINCHESTER
BOARD OF SELECTMEN MEETING
Regular Meeting Agenda
October 05, 2026-7:00PM

Streamed live on YouTube and Channel 194

RECEIVED
TOWN CLERK'S OFFICE

OCT 01 2026

TOWN OF WINCHESTER, CT

1. **CALL TO ORDER** (Turn your cell phones off)
2. **PLEDGE OF ALLEGIANCE**
3. **AGENDA REVIEW**
4. **APPROVAL OF MINUTES**
 5. Minutes of the Special Town Meeting on September 17, 2026
 6. Minutes of the Regular Meeting on September 21, 2026
7. **CITIZENS' COMMENTS**

The Board of Selectmen welcomes public comments, speakers will be limited to three (3) minutes or less and may speak only once. Please give your name and address.
8. **TOWN MANAGER'S REPORT**
9. **CORRESPONDENCE**
10. **BOARDS AND COMMISSIONS**
11. **UNFINISHED BUSINESS**
12. **NEW BUSINESS**
 - A) Discussion on Anticoagulant Rodenticide (Town Manager Harrington)
 - B) 26-49 Discussion Possible Action on Nipper Funds/River Clean Up (Town Manager Harrington)
 - C) 26-50 Elevator Emergency Appropriations (Town Manager Harrington)
 - D) Town Facilities Upgrade (Town Manager Harrington)
 - E) 26-51 Discussion Possible Action on ARPA Closeout Projects (Town Manager Harrington)
 - F) Board of Selectmen 2027 Meeting Schedule Approval (Town Manager Harrington)
 - G) Potential 2027/2028 Budget Issues (Selectmen Bishop & Selectmen Heffernan McGlynn)
 - H) Discussion on Town Hall Access Control System (Town Manager Harrington)
13. **CITIZENS' COMMENTS**

The Board of Selectmen welcomes public comments, speakers will be limited to three (3) minutes or less and may speak only once. Please give your name and address.
14. **EXECUTIVE SESSION**
 - A) Discussion regarding sale of Town Owned Properties-508 Main Street, Wallens Hill, and 16 Brook Street
15. **SELECTMEN'S COMMENTS AND REPORTS**
16. **ADJOURNMENT**

Town of Winchester

SPECIAL TOWN MEETING - 5:00pm (Hicks Room)

Thursday, September 17, 2026

Item 1 **Call to Order**

Meeting called to order by Mayor Todd Arcelaschi at 5:00pm

Attending BOS Members Todd Arcelaschi (Mayor)
 William Hester (Selectman)

Town Staff Members Paul Harrington (Town Manager) Deborah Jones (ROV)
 Glenn Albanesius (Town Clerk) Barbara Braunstein (ROV)

Item 2 **Reading of the Warning/Notice of Town Meeting**

* Town Clerk, Glenn Albanesius read the Warning/Notice of the meeting

Item 3 **New Business**

A) Consider and Act upon a resolution authorizing the Sale of Town owned land located at 19 Hill Street, Winsted Connecticut, and to authorize the Town Manager to take all necessary action to complete the sale.

* Mayor Arcelaschi was designated as the Meeting Moderator

* Mayor Arcelaschi turned the meeting over to Town Manager Harrington who presented an outline of the sale proceedings and an explanation of the bidders plans for the property locations listed.

* Public Comments were made by John Gauger, James Ferreira, Charlene LaVoie, Mark Lapointe, Heather Forstmann, Sarah Gauger

* Mayor Arcelaschi offered a motion to sell 19 Hill Street for \$11,000.00.

Motion - Mayor Arcelaschi / Second - Sel. Hester

Vote to accept motion - Unanimous (6 - 0)

* A vote on the Motion for the Town to accept the Bid offer of \$11,000 for the purchase of 19 Hill Street and from the Town of Winchester was rejected and confirmed by the Registrar of Voters by a paper Ballot count of 17 (No) votes and 5 (Yes) votes.

Item 4 **Adjournment**

* Motion - Sel. Lamere / Second - Sel. Hester

To adjourn the meeting at 6:43pm

Vote to approve - Unanimous

ATTEST:

Glenn Albanesius, Town Clerk

These Minutes are subject to formal approval at the next scheduled meeting. Any amendments, corrections or revisions will be noted in the next Meeting Minutes.

Town of Winchester

Board of Selectmen - Regular Meeting

Monday September 21, 2026

Winchester Town Hall - Hicks Room

Noticed in Town Clerks Office and on Towns Website

Item 1 **Call to Order**

Meeting called to order by Mayor Todd Arcelaschi at 7:00pm

Attending Members	Todd Arcelaschi (Mayor)	Kevin Bishop (Selectman)
	William Hester (Selectman)	Cheryl Heffernan McGlynn (Selectwoman)
	William Pozzo (Selectman)	

Linked via Zoom	Paul Marino (Selectman)
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Absent Excused	Troy Lamere (Selectman)
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Staff Members	Paul Harrington (Town Manager)
	Ann Marie Rheault (Finance Director)
	Glenn Albanesius (Town Clerk)
	Geoff Green (Land Use Director)

Item 2 **Pledge of Allegiance** The Pledge was recited

Item 3 **Agenda Review** No Changes

Item 4 **Approval of Minutes**

* Minutes of Regular Meeting on June 8, 2026

Selectwoman Heffernan McGlynn requested that the Trade Center attack referenced by Mayor Arcelaschi on Page 3 be corrected from 911 to 9/11.

Motion - Sel. Bishop / Sel. Pozzo

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

Item 5 **Citizens Comments** - The follow people addressed the Board

* Kevin Higgins

* Mike Connoles

* Jamie Colligan

Item 6 **Selectmen's Comments -**

Sel. Bishop	Expressed concern with excessive speeding around Town and requested that prevention strategies like speedbumps be considered and implemented
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Sel. Hester	Thanked those who spoke at Public Comment for sharing their thoughts and concerns. Acknowledged last weekend's gravestone repair efforts.
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Sel. Heffernan McGlynn	Asked the Town Manager to draft a Pest Control policy that would ban harmful chemical options.
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Sel. Pozzo	Mentioned the Friday night Gilbert Girls soccer game
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Item 7 **Town Manager's Report** - Town Manager Paul Harrington reported on the following topics.

* The Town will soon be transitioning to a new website address. A recent State law requires CT municipalities to adopt a verified ".gov" format. Winchester's new address will no longer be townofwinchester.org but rather winchesterct.gov. Updates and reminders of this change will begin prior to the actual change.

- * The State and Town are working thru labor and fee negotiations with Cardinal Engineering as they relate to the Sue Grossman Greenway. Once these are finalized, the staffing and technical expertise needed to design the last phase of the project should put the venture in motion.
- * The Town was given a draft "Data Collection and Safety Analysis Report" from Tighe and Bond. This information will be the foundation of Winchester's Safe Streets for All Action Plan. This will also help unlock future funding for transportation safety. The report will be formally presented and publicly reviewed on October 6 at 2pm.
- * We were awarded \$12,236 from FEMA's 2025 Emergency Management Performance Grant. These funds are critical to help offset our Emergency Management Department expenses.
- * Progress on the Bridge Street intersection remains on pace to be completed by mid Fall. Many of the suggestions that resulted from critiques of the first Redesign Plan have been implemented. Improvement goals for vehicular safety and pedestrian navigation will be achieved.
- * The Main Street Riverbank RFP yielded several competitive responses. The bids are still under review but the goal remains to make sure any vegetation removal is as permanent as possible. We expect to have a proposal for the Board to act on at the next BOS meeting.
- * The new speed cameras for Main Street are getting closer to installation. Unexpected calibration difficulties have delayed final start up, however an October "go live" date is confidently projected.
- * Prep work for our Tax Sale is progressing. Required steps are being managed by the Town Attorney with an anticipated late Fall early Winter sale date. Progress and updates will continue to be posted.
- * Finishing improvements are continuing to the new gazebo donated by the Gaylord Tiffany Foundation. Parks and Recreation have poured a concrete leveling slab and several new picnic tables have been added. The Town Manager also confirmed that security camera's have been activated to help add protection from vandalism.

Item 7 **Finance Director's Report**

Revenues	Current FY - (YTD)		Last FY	
	Amount	%	Amount	%
Current Property Taxes	\$16,179,536.00	53.55	\$15,902,647.00	54.48
MV Supplemental				
Past Due Taxes	\$57,153.00	10.39	\$116,244.00	33.21
Total Revenues	\$16,661,755.00	39.4	\$16,576,528.00	40.41
Total Exp. w/Encumber.	\$7,780,945.00	18.4	\$8,040,809.00	19.6
Municipal Aid Received	\$5,455.00	Early Voting Grant		
	\$1,276,324.00	Hinsdale School Final Reimbursement		
Cash Flow	\$29,369,509.00	in GF as of August 31, 2026		
Investments	\$461,247.00	NWCB SWEEP		
	\$2,679,673.00	STIF (State Investment Fund)		
	\$17,330,077.00	NWCB Money Market (9127)		
	\$20,470,997.00	Total		
July & Aug 2026 Cap Exp	\$15,332.00	Annual LOCIP Funded Road Repairs		
	\$4,254.00	Annual Roadway Maintenance		
	\$10,050.00	Western Spillway Walking Bridge Replacement		
	\$12,750.00	South Road (Bond Funded)		

Item 9 **Correspondence** - None

Item 10 **Boards and Commissions** -

1) Lori Jones (D) is submitted to the Board of Selectmen for confirmation of a Tenant Commissioner seat with the Winchester Housing Authority.

Motion - Sel. Bishop / Second - Sel. Hester

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

2) Daniel Ditz (U) is submitted for Appointment to a Member seat on the Recreation Board. Dan will serve the balance of Brad Burcoff's term which will expire April 2028.

Motion - Sel. Bishop / Second - Sel. Hester

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

Item 11 **New Business** -

A) *Discussion of Habitat for Humanity Proposal*

Town Manager Harrington introduced Mr. Lyman Whelan a representative from Habitat for Humanity. Mr. Whelan gave a detailed outline of the proposal HFH was offering the Town for property at 281 Walnut Street. He was especially enthusiastic that a Winsted project would help expand their exposure and footprint in the Northwest Corner of CT. The Board gave The Town Manager their verbal support and tasked him with alerting property abutters that an offer to sell this Town Property will be forthcoming as we try to put this unique opportunity in motion.

B) *26-46 Proposed FY26 Year End Line Item Transfers*

Motion Statement - "By recommendation of the Town Manager, I move that the Board of Selectmen approve the above Action Step 26-46 budget transfer 2026-28 totaling \$20,985.00"

Motion - Sel. Hester / Second - Sel. Pozzo

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

C) *26-47 Proposed FY27 Line Item Transfers*

Motion Statement - "By recommendation of the Town Manager, I move that the Board of Selectmen approve the above Action Step 26-47 budget transfer 2027-01 totaling \$5,000.00"

Motion - Sel. Bishop / Second - Sel. Hester

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

D) *26-48 Proposed FY27 Line Item Transfers*

Motion Statement - "By recommendation of the Town Manager, I move that the Board of Selectmen approve the above Action Step 26-48 budget transfer 2027-02 totaling \$8,046.00"

Motion - Sel. Hester / Second - Sel. Bishop

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

E) *Discussion regarding Town Hall Elevator replacement*

A succinct statement by the Town Manager regarding the current condition and past repair history of the Town Hall elevator won unanimous support for complete replacement of all outdated components as recommended by Otis Elevator. The Board did feel strongly that it's present unreliability elevated the current situation to an emergency expenditure.

Item 12 **Citizens Comments** - The follow people addressed the Board

* Jay Markwell

* Mike Farrell

* Kevin Higgins

Item 13 **Executive Session**

A) DPW Personnel Contract

B) Wallens Hill and 508 Main Street negotiations update

C) Discussion regarding Sale of Town owned Properties - 32 Hubbard Street and 19 Hill Street

Motion to enter Executive Session taking Town Manager Harrington at 8:24pm.

Motion - Sel. Bishop / Second - Sel. Pozzo

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

The Board returned from Executive Session at 9:20pm

Item14 **New Business**

A) Discussion and Possible Action on DPW Contract

Motion Statement - "I'd like to make a motion to approve the contract for the American Federation of State County Municipal Employees and the Town Manager to sign.

Motion - Sel. Hester / Second - Sel. Heffernan McGlynn

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

B) Discussion regarding Sale of Town Owned Properties

Motion Statement - "I'd like to make a motion to have the Town Manager enter into contract for 32 Hubbard Street with Alex Santos for \$40,000.00 with the Town Meeting to be scheduled for Thursday October 22nd at 5pm."

Motion - Sel. Hester / Second - Sel. Pozzo

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

Item 15 **Selectmen's Reports**

* Mayor Arcelaschi reminded that weather permitting the Fall Foliage Festival would be held on Saturday September 26th.

Item 16 **Adjournment**

To adjourn the meeting at 9:22pm

Motion - Sel. Hester / Second - Sel. Heffernan McGlynn

Vote to approve - Yes (5) / No (0) / Abstain (1) Sel. Marino

ATTEST:

Glenn Albanesius, Town Clerk

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TOWN OF WINCHESTER - BOARDS & COMMISSIONS

Action Report to Board of Selectmen

Monday, October 5, 2026

APPOINTMENT BY "OTHER" APPOINTING AUTHORITIES

(The Board of Selectmen to vote on the appointment of the following volunteer)

Date	Name	Board / Commission / Other	Party	Seat Type - Member / Alternate	Term End Date

RE-APPOINTMENT

(The Board of Selectmen to vote tonight on continued service by the following volunteers)

Date	Applicant Name	Board or Commission	Party	Seat Type - Member / Alternate	Term End Date
9/28/2026	Charlene Lavoie	Planning and Zoning	D	Alternate	10/2031
9/28/2031	Willie Platt	Planning and Zoning	U	Member	10/2031
9/30/2026	Jack Bourque	Board of Assesment Appeals	D	Member	10/12029

RESIGNATIONS

(The Board of Selectmen accept the resignations of the following Volunteers)

Date	Name	Board or Commission	Party	Seat Type - Member / Alternate
9/28/2026	John Cooney	Planning and Zoning	R	Member

Nominations / Appointments - Step 2 (Final)

(The Board of Selectmen will cast a separate vote on each of the following Nominated volunteers)

Date of App.	Applicant Name	Board or Commission	Party	Seat Type - Member / Alternate	Term End Date

Current Vacancies - As of this date

(Announce at each Meeting)

Board or Commission	Position	Openings	Meets On	Appointing Authority
Ad Hoc Water Level Committee	Member	1 Member	As Needed	Board of Selectmen
Architectual Review Committee	Mem / Alt	2 Members / 2 Alternates	As Needed	Planning & Zoning Commission
Conservation Commission	Mem / Alt	1 Member / 2 Alternates	Monthly - 2nd Thur	Board of Selectmen
Cultural District Commission	Member	1 Member	To Be Determined	Board of Selectmen
Economic Development Commission	Alternate	2 Alternates	First / Third Tue	Town Manager
Ethics Commission	Member	2 Members	As Needed	
Historic Commission	Member	2 Members	Monthly - 1st Thur	Board of Selectmen
Laurel City Commission	Member	Multiple Openings	TBD January - June	Board of Selectmen
Planning & Zoning	Member	1 Member	2nd / 4th Monday	Board of Selectmen
Recreation Board	Member	3 Members	Monthly - 1st Wed	Board of Selectmen
Zoning Board of Appeals	Member	2 Members / 1 Alternate	Monthly - 1st Wed	Board of Selectmen



**Town of Winchester
City of Winsted
Office of the Fire Marshal**
338 Main Street
Winsted, CT 06098
Tel. (860) 379-8771

**Fire Marshal Report
August 2026**

September 9, 2026

Fire Marshal Fire Code Inspections:

18 Fire code inspections
1 Fire drill
5 Schools
1 Dorm
5 Follow up inspections

Housing Inspections:

6 Housing inspections

Complaints:

Housing code complaint none
Fire code complaints none

Sincerely

James Lagassie
Fire Marshal

Winsted Old Burying Ground - Thank You!

Steve and Virginia,

Yesterday was an absolute treasure for us! Your preparations brought out a wonderful assemblage of interested community members and we rate the experience as a 10 out of 10. An absolute pleasure to make the drive and share our knowledge and experience. Continue leveraging social media to your benefit.

We hope that you will capitalize on the experience and keep the momentum going. Until the ground freezes later in the season, you can and should organize additional volunteer days to focus on resets all across the cemetery. You have a group of enthusiastic and able-bodied volunteers. The best way to get them coming back is to keep them going forward - even if they all cannot make it out each time!

It would be our pleasure to be invited back for another weekend early in the season next year. If y'all come together and select a weekend, you get first dibs on our 2027 schedule. We enjoyed ourselves that much!

Also, I mentioned to Steve several possibilities for securing a tripod and hoist. Perhaps you can leverage your selectman connection and when the DPW or another town entity has fallout money, they can purchase and loan out when needed. Another option is to find a local organization like Kiwanis, American Legion, VFW, DAR/SAR, etc., and have them purchase as a donation. Or they can collectively join forces for such a great cause so that each only has to contribute a smaller amount..

Regardless of a tripod, much of the cemetery can be reset without it.

Please let us know if you have any questions or need anything from us!

Dave & Jenny
Gravestone Guardians

Town of Winsted, Implementation Plan for Pest Control on Town-Owned Properties

DRAFT

The Town of Winsted is committed to an integrated pest management plan for safe and effective rodent control in and around surrounding municipal buildings and properties. This plan is implemented, administered, and enforced by the Town Manager.

Population Control

Let nature do its job. Protect birds of prey and other natural predators of rodents. In a healthy ecosystem, a balance of predator to prey will keep the rodent population in check. The inadvertent killing of predators with poisons adds to the overpopulation problem. Installing owl nesting boxes and hawk perches will encourage native species to take up residence and manage rodents naturally. A single family of barn owls can consume thousands of rodents in one season.

Habitat Modification/Sanitation

Rodents are attracted to food, water sources, nesting material, and a safe place to raise their young. Because rats and mice breed every three to four weeks, having access to these things can increase their populations rapidly. When human spaces are made less attractive and inviting, rodents will often move out naturally.

Indoors:

- Remove accessible food sources. Store food in air-tight containers. Store grains, cereals, nuts, and pet foods in sealed plastic, metal, or glass containers.
- Store trash in a metal container with a tight cover or fastener for the lid.
- If a kitchen is present on the property, keep the counters, stovetop, oven, broiler, and kitchen floor clean. Keep the sink free of dirty dishes.

Outdoors:

- Trash cans and dumpsters should be in good condition, securely closed every time.
- Remove clutter such as rubbish and building materials from around buildings.
- Eliminate standing water.
- Raise wood piles at least 12 inches from the ground.

Suppression/Exclusion

- A full-grown mouse can enter buildings through a hole the size of a dime. They are excellent climbers and able to swim. Gaps that are 1/4 inch or larger should be sealed to suppress/reduce rodents from entering a building. Options include steel wool, copper mesh, and hardware cloth. Caulk or plaster can also be used to fill holes and then covered with sheet metal. Seal gaps around

the doors by installing door sweeps and replacing worn thresholds and weather stripping. Use hardware cloth to screen vents, floor drains, and any other openings.

- Cut tall grass, weeds, ivy, and brush from around the foundation of the building and dispose of the clippings (to minimize opportunities for shelter/harborage).
- Pick up and dispose of any fallen fruit and/or rotting vegetables on the property.
- If bird feeders are present on the property, use a bird feeder with a catch tray and clean around it regularly. Store birdseed in a sealed container.
- Any contracted pest control company should offer full perimeter sealing for total exclusion when needed. Stainless steel mesh, metal flashing, and weather resistant sealants are applied to every gap.

Rodenticides/Bait Boxes

First-Generation Anticoagulant Rodenticides (FGARs) and Second-Generation Anticoagulant Rodenticides (SGARs) should not be used for controlling rodent populations. These poisons are highly toxic to the environment and responsible for primary and secondary poisoning to many non-target species including birds of prey and other wildlife, pets, and children. Additionally, there is some early evidence that suggests rodents can learn to detect and avoid SGAR poison bait traps after observing other rats consume the bait and die. Non-anticoagulant rodenticides are also toxic.

Sticky Traps and Live Traps

Sticky traps, sticky tape insect traps, and glue boards should not be used, as they are unnecessarily cruel and may trap and kill non-target species. These types of traps are inhumane and indiscriminate killers meaning they can harm and kill non-target species. Live traps should not be used where a trap cannot be monitored several times a day, every day. Referring to glue traps and live traps, the Center for Disease Control states, “These traps can scare the rodents, causing them to urinate, which can increase your chance of getting sick.”

Snap Traps

Snap traps are dangerous to wildlife and pets and should only be placed in areas where they can’t be reached (under or behind refrigerators or stoves). Otherwise, they need to be in tamper-resistant bait boxes. Please be aware that “tamper resistant” does NOT mean “tamper-proof.” Bait boxes can and do break open, even when properly used, and sometimes wildlife or pets can succeed in breaking into them. Even in situations where bait boxes remain intact, they can harm other wildlife (usually non-target rodents like squirrels and chipmunks and occasionally songbirds such as house sparrows). For these reasons, snap traps should only be used as a supplement or alternative when non-lethal options such as sanitation, exclusion, and deterrents, have not adequately managed a rodent infestation. In these instances, the Center for Disease Control states, “Choose the right kind of snap trap for the rodents in your home; there are different traps for mice and rats.”

Non-Toxic Alternatives to Rodenticides

Fertility Control - When rodent populations are threatened, their birthrate goes up. Fertility control products lessen rodent fertility, inhibiting their reproductive ability. These products don't use hormones and have no bioaccumulation, biomagnification, and no secondary effect on predatory wildlife. Fertility control products are effective when used in combination with other non-toxic methods.

Other Non-Toxic Alternatives Include:

- Botanical repellents and/or other repellents like cayenne pepper bags
- Noise makers
- Motion-activated devices like motion-sensor lights and/or sprinkler systems around gardens
- Placing owl and/or hawk decoys on the property
- Ultra-sonic deterrents like Mouse Blocker
- Smart technology products and services. Electronic remote monitoring and internet-based trapping systems are great for heavily populated areas or larger commercial and residential buildings. These monitor traffic areas and allow for effective placement of traps.

Emergency Waivers

Emergency waivers for the use of FGARs or SGARs on city-owned property may be obtained from the Board of Selectmen. Emergency waivers shall be restricted in time and location. Emergency waivers shall only be granted after a well-documented request detailing a significant rodent infestation of public health consequence which persists after all viable, less toxic integrated pest and rodent management practices have been exhausted. Any waivers granted under this section shall be published on the city's website.

Annual Review of the Plan

An annual review of the implementation plan is recommended to ensure that the most up-to-date integrated pest management methods are considered.



Children's Environmental Health Network

BOARD OF DIRECTORS

Chair

James R. Roberts, MD, MPH
Professor of Pediatrics
Medical University of South Carolina

Vice Chair

Dick Batchelor
Dick Batchelor Management Group

Secretary

Maida Galvez, MD, MPH
Professor, Preventive Medicine &
Pediatrics, Mount Sinai School of
Medicine

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Leyla Erk McCurdy, MPhil
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Members

Leslie G. Fields, Esq.
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Environmental Justice

Mark Magaña
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GreenLatinos

Adam Spanier, MD, PhD, MPH
Environmental Pediatric Health
Specialist

Anthony F. Jones, CFP®
Financial Adviser, CJM Wealth
Advisers, Ltd.

Children's Environmental Health Network
Washington, DC
July 14, 2026

To Whom it May Concern:

On behalf of the Children's Environmental Health Network, we write to express our support for a city ordinance that would ban the use of first- and second-generation anticoagulant rodenticides on municipal properties. We are a national organization that has been advancing the children's environmental health movement for over 30 years by protecting the developing child from environmental health hazards and promoting healthier environments. As an organization focused on children's environmental health, we recognize the importance of reducing preventable exposures to toxic substances in the places where children live, learn, and play.

Of approximately 8,000 rodenticide ingestions reported in the United States in 2022 more than half involved children younger than 6 years old¹. Human rodenticide exposure occurs most often through accidental ingestion, inhalation, and skin contact. As young children engage in developmentally appropriate behaviors, such as putting objects in their mouths, they may be more likely to ingest rodenticides, which can be appealing due to their bright colors, toy-like shapes, and food-like scents². Children are also at a greater risk of inhalation and skin contact exposure because they breathe more air relative to their body size than adults and spend more time in contact with floors, grass, and outdoor surfaces³.

In addition to being at a higher risk of exposure, once exposed, children are more vulnerable to the toxic effects of rodenticides than adults. Children's metabolic pathways, digestive system, and renal clearances are still developing, which can result in a reduced ability to metabolize and excrete toxicants as compared with adults⁴. In addition, because children's organ systems—such as their central nervous systems—are still developing, they are susceptible to permanent structural and functional damage. Rodenticide exposure can pose acute health risks, including uncontrolled bleeding,

¹ Isackson, Bobbisue, and Lisandro Irizarry. "Rodenticide Toxicity." *PubMed*, StatPearls Publishing, 2024, www.ncbi.nlm.nih.gov/books/NBK554428/.

² National Pesticide Information Center. "Rodenticides." *Orst.edu*, 2018, npic.orst.edu/factsheets/rodenticides.html.

³ American Lung Association. "Who Is Most Affected by Outdoor Air Pollution?" *American Lung Association*, 18 Sept. 2024, www.lung.org/clean-air/outdoors/who-is-at-risk.

⁴ US EPA, OA. "Children Are Not Little Adults." *US EPA*, 12 Feb. 2014, www.epa.gov/children/children-are-not-little-adults.



Children's Environmental Health Network

Alissa Mwenelupembe, EdD
Managing Director, Early Learning,
National Association for the Education
of Young

Surili Sutaria Patel, MS
Founding Principal and Lead Strategist
at Boundless Workshop, LLC

Sheela Sathyanarayana, MD MPH
Professor, University of Washington
Department of Pediatrics & Attending
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Delia Gonçalves
Vice President, External Affairs,
COMTO

Nsedu Obot Witherspoon, MPH
Executive Director
Children's Environmental Health
Network

vomiting, and respiratory effects, as well as contribute to potential longer-term impacts including neurological or metabolic disturbances⁵. Furthermore, these risks are exacerbated by cumulative exposures. Children who experience disproportionate exposure to environmental hazards, including those linked to socioeconomic disparities, may face greater vulnerability to harm from toxic substances⁶.

Using rodenticides on municipal properties puts children at risk, especially if community members are unaware of where these products are being used. Children and families spend a lot of time in shared municipal spaces, like public parks, and it may be unclear to residents where rodenticides have been applied and what precautionary measures should be taken. Other towns in Connecticut, including Newtown and Southbury have already banned anticoagulant rodenticides⁷, showing that reduced-toxicity pest management approaches are possible, especially through using Integrated Pest Management techniques like mechanical traps, habitat modification, and non-anticoagulant baits⁸.

For these reasons, the Children's Environmental Health Network supports a city ordinance to prohibit the use of anticoagulant rodenticides on municipal properties. Reducing the presence of these toxic substances in public spaces is an important step toward protecting children's health and promoting safer community environments.

Sincerely,

Nsedu Obot Witherspoon, MPH
Executive Director
Children's Environmental Health Network
nobot@cehn.org

⁵ Isackson, Bobbissue, and Lisandro Irizarry. "Rodenticide Toxicity."

⁶ Landrigan, Philip J., et al. "Environmental Justice and the Health of Children." *Mount Sinai Journal of Medicine: A Journal of Translational and Personalized Medicine*, vol. 77, no. 2, Mar. 2010, pp. 178–187, www.ncbi.nlm.nih.gov/pmc/articles/PMC6042867/, <https://doi.org/10.1002/msj.20173>.

⁷ Triantafilidis, Evan. "Southbury Becomes Second Connecticut Town to Ban Rodenticide on Municipal Property." *The Southbury Record*, 22 May 2026, southburyrecord.com/2026/05/22/southbury-becomes-second-connecticut-town-to-ban-rodenticide-on-municipal-property/. Accessed 25 June 2026.

⁸ EPA. "Integrated Pest Management (IPM) Principles." *US EPA*, 20 June 2018, www.epa.gov/safepestcontrol/integrated-pest-management-ipm-principles.



154 POND MEADOW ROAD | KILLINGWORTH, CT 06419 | APlaceCalledHopeRaptors.com

To Whom It May Concern:

June, 2026

My name is Christine Cummings, and I am the primary Wildlife Rehabilitator at A Place Called Hope, a raptor rehabilitation center located in Killingworth, CT.

We admit, on average, 500-600 patients per year. Our goal is to rehabilitate injured, orphaned, or sick birds and return them to the wild whenever possible. Our efforts are ongoing since up to 98% of the birds we manage have been impacted in ways directly related to human conflicts.

Secondary poisoning has fast become the number one reason our predatory birds are being admitted. Our raptor species are battling so many adverse circumstances, and numbers are quickly declining. While Highly Pathogenic Avian Influenza or HPAI has made a negative impact on many of our bird species, out of the last 18 specimens that we submitted for scientific necropsies and Anticoagulant Rodenticide Panels, 17 resulted positive for Second Generation Anticoagulant Rodenticides - SGARS, while only two were infected with HPAI. These birds are coming in actively dying as they have ingested these poisons and by the time we admit them, we are too late.

Ingesting anticoagulant rodenticides, directly or indirectly, will have the same intended effect on the animal who has taken the bait. Since poisons cannot be streamlined to only target a rodent, many unintentional victims are the result. Predators are ultimately dying because they are eating poisoned prey, the very critters they rely on as their primary diet.

Most of the professional applicators today are using poisons incorrectly despite claiming to be trained on how to "safely" apply them. The four ingredients that make up SGARS are so potent, the US EPA suggests they only be applied for true infestations to knock back an overpopulation quickly so safer alternatives can then be applied. That is not how CT pest agencies are using them today. Instead, these SGARS are being applied by the "professionals" as a preventative affecting way more than rodents. All one needs to do is scan the perimeter of building structures to see the countless bait boxes strategically placed, even when rodent activity is not found. Keep in mind, bait is a food laced with poisons, that entices critters closer to human activity. These outdated methods are devastating the very animals who manage rodents naturally and are perpetuating rodent populations.

The industry is quick to claim a health crisis will take place if poisons are not used. No health crisis has taken place since CA has banned both SGARS and FGARS. Nor has the British Columbia

experienced such crisis. Fear tactics are a great way to confuse people into believing the propaganda regarding the importance of these toxins. No one wants to be exposed to disease.

It is not *who* applies these poisons, it is *what* is being applied that is the real issue. Trained applicators are not able to make these ingredients safer simply because they have a license. These ingredients are not safe no matter who is using them. One feeding session offers a lethal dosage to its victim, large or small.

The reality is these poisons produce a sudden die off. This may look good to anyone who does not realize that the remaining rodents within a colony will interpret that die off as a reason to procreate. So ultimately, numbers increase. If poisons actually properly managed a rodent issue, then we would not have rodent problems today. The truth is, poisons have historically failed and only perpetuate an ongoing rodent cycle with the poison induced die offs and rebounds. This is the perfect model the pest industry relies upon to keep contracts active. It is also a great way to increase a potential health crisis as they are not solving rodent concerns long-term.

Long-term solutions require consistent sanitation/exclusion practices along with safe non-toxic alternatives. Fertility control is a solution with long-term effectiveness in mind. These safe non-toxic ingredients limit the fertility of rodents, making them less able to multiply during die-offs. These ingredients are safe to be applied as a preventative, because they do not cause a secondary effect and are affordable and require less over time as colonies are ultimately reduced. Improving sanitation and installing exclusion strategies do not need to cost excessive money. This can be done with ease utilizing DIY methods or hiring a carpenter/handyman rather than a pest control company who is charging inflated fees to promote the profitable poisons and income generated.

Our scientific data speaks volumes. Our last testing batch included 101 dead specimens with 78 resulting positive for SGARS. Zero HPAI. Our current study will cap at 50, but the results so far are inexcusable. 17 out of 18 positive for SGARS. Our goal is to keep the data active, so we are not just making claims without the science to back us up. Unlike the pest industry, who has no proof that what they claim (SGARS are necessary and safe and have little impact on others) is true. They have no scientific data to support their argument.

Please do not fall for the misinformation when the evidence is in CT's Wildlife Rehabilitators' laps. SGARS are overkill and our wildlife does not stand a chance against this assault. With the many hawks, owls, and eagles we have cradled in our arms, our efforts are in vain. Poison is poison, there is no such thing as a safe poison.

For more information you can visit www.poisonispoison.org

Christine Cummings, Director A Place Called Hope, Inc.



ADVOCACY FOR THE ANIMALS, INC.

A Connecticut Nonprofit Corporation • 501(c)(3) Public Charity
Cheshire, Connecticut • cheshire32advocate@outlook.com • EIN: 39-2852017

October 1, 2026

Support for a Municipal Ban on Anticoagulant Rodenticides

To Whom It May Concern:

On behalf of Advocacy for the Animals, Inc., a Connecticut 501(c)(3) nonprofit organization, I strongly support a municipal policy banning the use of first- and second-generation anticoagulant rodenticides on all town-owned properties. Our work to protect companion animals and wildlife includes advocating for prevention of the harm these poisons can cause.

Anticoagulant rodenticides interfere with blood clotting and can cause death from excessive bleeding. The U.S. Environmental Protection Agency identifies second-generation anticoagulants as especially hazardous because they are highly toxic and persist in body tissues. Rodents may feed repeatedly before dying, leaving residues that can poison predators and scavengers that eat them. Wildlife and pets can therefore be exposed without ever touching the bait itself. [1]

A bait station does not stop a poisoned rodent from leaving it or being eaten by another animal. Hawks, owls, foxes, and other predators should be protected from this avoidable exposure. Municipal pest management should preserve the wildlife that feeds on rodents while protecting the animals and people who use public spaces.

We urge municipalities to pair a ban with a practical Integrated Pest Management program centered on prevention, inspection, and monitoring. EPA guidance prioritizes prevention and less risky controls. Sealing entry points, securing food and waste, repairing conditions that provide shelter, and using carefully placed mechanical traps when needed can form the foundation of this approach. Pest activity and the results of each intervention should be documented so the town can address the causes of recurring infestations. [2, 3]

The policy should apply to municipal departments and their pest-control contractors, with clear requirements in purchasing practices and service agreements. We also encourage municipalities to avoid replacing anticoagulants with other poisons and instead commit to prevention and nonchemical control.

Public property should reflect our community's commitment to humane and responsible stewardship. Convenience does not justify preventable harm to wildlife or companion animals. Advocacy for the Animals, Inc. urges your municipality to adopt this policy and make lasting prevention the standard for managing rodents.

Sincerely,

Jeen Melendez, JD

President and CEO | Advocacy for the Animals, Inc.

203-232-0031 | advocacyfortheanimalsinc.org

Sources

[1] U.S. EPA, Rodent Control Pesticide Safety Review
<https://www.epa.gov/rodenticides/rodent-control-pesticide-safety-review>

[2] U.S. EPA, Integrated Pest Management Principles
<https://www.epa.gov/safepestcontrol/integrated-pest-management-ipm-principles>

[3] U.S. EPA, Introduction to Integrated Pest Management
https://19january2021snapshot.epa.gov/ipm/introduction-integrated-pest-management_.html



TOWN OF WINCHESTER – CITY OF WINSTED

Town Hall – 338 Main Street

WINSTED, CONNECTICUT 06098

Anticoagulant Rodenticide Policy on Municipal Properties

DRAFT

Purpose

Certain rodenticide products, commonly known as First-Generation Anticoagulant Rodenticides (FGARs) and Second-Generation Anticoagulant Rodenticides (SGARs), are used to control rodent populations but may pose risks to non-target species and the broader ecosystem.

These products can result in primary poisoning of animals that directly consume the bait and secondary poisoning of predators and scavengers that consume poisoned rodents. Non-target wildlife, including birds of prey and other natural rodent predators, may be affected.

Rodenticides may also pose risks to other wildlife, pets and children if accessed or ingested.

The purpose of this policy is to establish an Integrated Pest Management approach for safe and effective rodent control on property owned, operated, or maintained by the Town of Winchester and to eliminate the routine use of FGARs and SGARs on such property.

Policy and Intent

The Town of Winchester is committed to managing rodent populations in a manner that protects public health and municipal property while minimizing risks to people, pets, wildlife, and the environment.

The Town recognizes that:

- Secondary poisoning of natural rodent predators may negatively affect wildlife populations and can undermine long-term rodent-control efforts by reducing natural predation.
- Repeated or intensive use of anticoagulant rodenticides may result in residues entering and persisting within the environment and food web.
- Rodenticides may pose risks to pets, children, wildlife, and other non-target species.
- Effective rodent management should emphasize prevention, sanitation, exclusion, habitat modification, monitoring, and other Integrated Pest Management practices before the use of toxic substances.

Accordingly, the Town shall utilize prevention and non-chemical rodent-control methods instead of using rodenticides such as FGAR or SGAR, absent the issuance of an emergency waiver..

Applicability

This policy applies to all property owned, operated, maintained, or under the care and control of the Town of Winchester, including municipal buildings, grounds, parks, recreational areas, open spaces, and public rights-of-way.

The policy applies to all Town departments and employees, as well as contractors, vendors, pest-management professionals, and other third parties performing services on behalf of the Town on covered municipal property.

Policy Requirement

Effective [DATE], the use or application of First-Generation Anticoagulant Rodenticides (FGARs) and Second-Generation Anticoagulant Rodenticides (SGARs) on property covered by this policy is prohibited except as specifically authorized through the emergency waiver process established below.

Town departments and contractors shall utilize Integrated Pest Management practices when addressing rodent activity. Such practices should include, as appropriate, identifying and eliminating food and water sources, improving sanitation, sealing points of entry, modifying habitat, monitoring rodent activity, and utilizing effective non-anticoagulant control methods consistent with applicable law and product labeling.

Emergency Waivers

The Board of Selectmen may authorize a temporary emergency waiver permitting the limited use of an FGAR or SGAR when necessary to address a significant rodent infestation that presents a documented significant public health or safety concern.

A request for a waiver shall:

1. Identify the specific property or location affected;
2. Describe the nature and extent of the infestation and the associated public health or safety concern;
3. Document the Integrated Pest Management measures and less-toxic alternatives that have already been attempted and explain why those measures have been unsuccessful or are not reasonably sufficient;
4. Identify the rodenticide proposed for use, the manner in which it will be applied, and the proposed duration of its use; and
5. Describe measures that will be taken to minimize exposure to people, pets, wildlife, and other non-target species.

Any waiver shall be limited to the location, duration, and circumstances specifically authorized by the Board of Selectmen. Approval of a waiver shall not constitute authorization for continued or routine use of anticoagulant rodenticides after the authorized period expires.

Any waiver granted pursuant to this policy shall be posted on the Town's website.

Administration and Enforcement

The Town Manager shall be responsible for the administration and implementation of this policy and may establish reasonable procedures necessary to ensure compliance.

Town departments shall ensure that applicable contracts, purchase orders, pest-management agreements, and other arrangements for services on municipal property are consistent with this policy.

Contractors and vendors performing pest-control services on covered Town property shall be informed of this policy and shall comply with its requirements.

Nothing in this policy shall require a Town employee to undertake pest-control activities for which the employee is not appropriately trained, licensed, or otherwise authorized.

Definitions

Anticoagulant Rodenticide: A rodenticide that interferes with the body's normal blood-clotting process, generally through disruption of the Vitamin K cycle. Exposure can result in internal or external bleeding and, in severe cases, death.

First-Generation Anticoagulant Rodenticides (FGARs): Anticoagulant rodenticides generally requiring repeated feeding by a target rodent to accumulate a lethal dose. Active ingredients used in FGAR products registered for rodent control in the United States include chlorophacinone, diphacinone, and warfarin.

Second-Generation Anticoagulant Rodenticides (SGARs): Anticoagulant rodenticides developed to be highly potent and generally capable of producing a lethal dose after less feeding than first-generation compounds. Active ingredients used in SGAR products include brodifacoum, bromadiolone, difenacoum, and difethialone.

Integrated Pest Management (IPM): A coordinated approach to pest management that emphasizes prevention, monitoring, sanitation, exclusion, habitat modification, and targeted control methods designed to effectively manage pests while minimizing risks to people, property, wildlife, and the environment.

Non-Anticoagulant Rodenticide: A rodenticide that controls rodents through a mechanism other than interference with blood clotting. Active ingredients may include bromethalin, cholecalciferol, and zinc phosphide. These substances may also present significant risks to humans, pets, wildlife, and other non-target species and shall be used only in accordance with applicable federal and state requirements and product labeling.

Compliance with Law

Nothing in this policy shall be interpreted to authorize the use of any pesticide or rodenticide in a manner inconsistent with federal or Connecticut law, applicable regulations, licensing requirements, or the product's approved labeling.

Where applicable law imposes a more restrictive requirement than this policy, the more restrictive requirement shall control.

Effective Date

This policy shall become effective upon adoption by the Winchester Board of Selectmen.

Adopted: _____

Effective: _____

BOARD OF SELECTMEN ACTION REQUEST

No.: 26-49

Date: October 5, 2026

Topic: New Business – Authorization for the Use of Nips Funds for Riverbank Cleanup

From: Paul Harrington, Town Manager & CEO

Background: Connecticut General Statutes § 22a-244b requires municipal nip surcharge funds to be used for environmental measures intended to reduce solid waste or the impacts of litter. The statute is not limited to its listed examples, using “including, but not limited to” language. The proposed riverbank work is intended to support that purpose by clearing dense brush, weeds, and overgrowth vegetation that obstructs access to the riverbank and make litter and debris difficult to identify, reach, and remove.

The proposed work covers the Mad River corridor along Main Street from 183 Main Street (Noli’s Restaurant) to 655 Main Street (Winsted Area Ambulance Association), a highly visible stretch running through the downtown core. The work will include cutting and removing brush and overgrowth and targeted application of state-approved herbicide to control regrowth, improving long-term access for litter removal while creating a cleaner, more visible and scenic river corridor. The Town issued an RFP for this work, which closed September 11, 2026, with four bids received.

Requested Action: I ask that the Board of Selectmen authorize the use of available nip funds for the Mad River Riverbank Cleanup Project.

Fiscal Implications: The low responsible bid was submitted by Innovative Lawn & Landscape, LLC for \$83,925 covering all nine project sections. The full cost will be paid from available nips surcharge funds which function entirely outside of the Town’s operating budget. The available nip fund balance is \$126,348.85 as of June 30, 2026. The initial cleanup and treatment are intended to limit regrowth and reduce future maintenance needs and costs, which may also be supported through future nips funds. Neither this initial project nor future maintenance will have a mill rate impact so long as nips funds are used.

Manager’s Recommendation: I recommend that the Board of Selectmen authorize the use of available nip funds for the Mad River Riverbank Cleanup Project.

Recommended Motion: *“I move that the Board of Selectmen authorize the use of \$83,925 available nip funds for the Mad River Riverbank Cleanup Project.”*

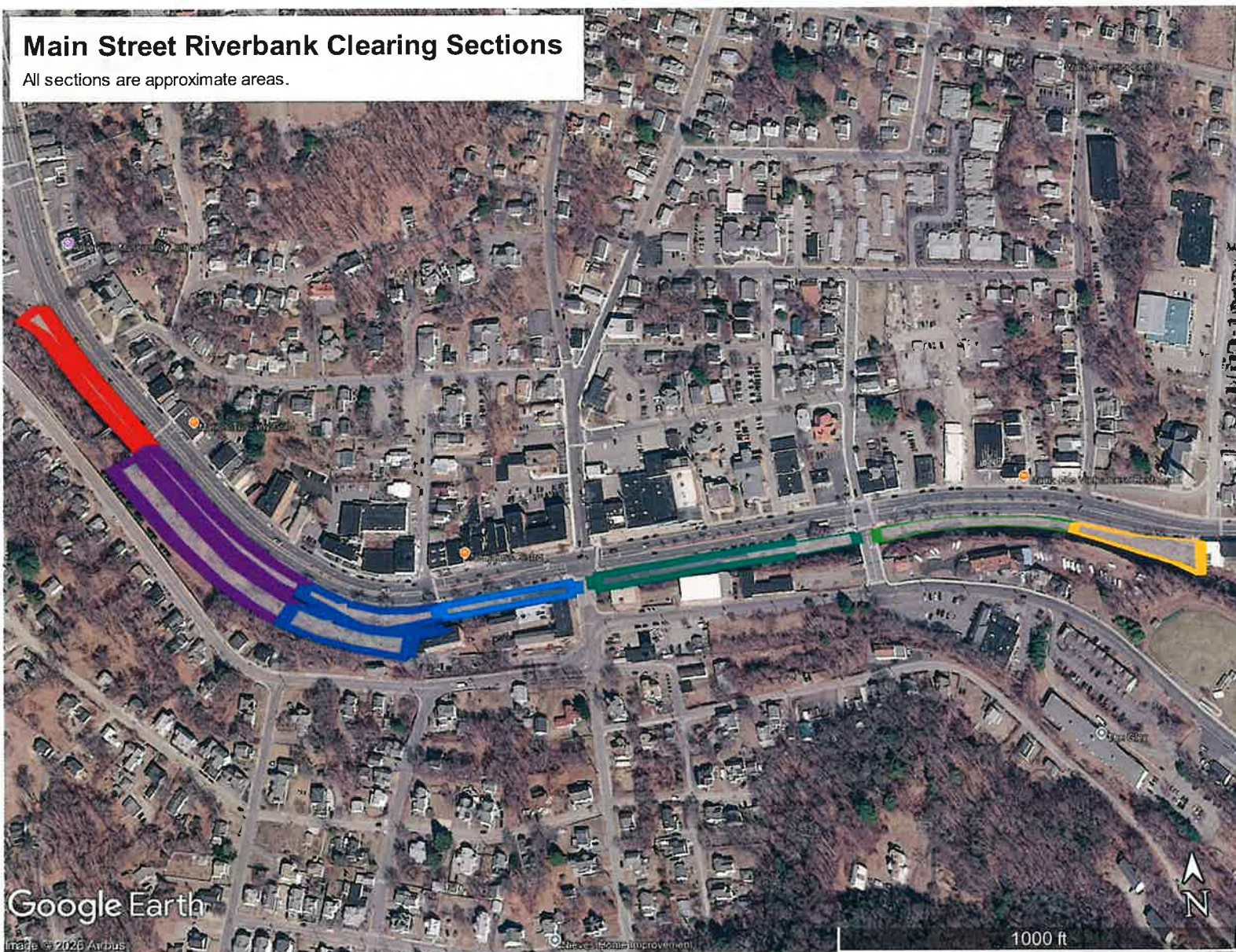
Attachments: Maps of Riverbank Sections

Bid Fee Proposal from Innovative Lawn & Landscape, LLC.

Draft Contract with Innovative Lawn & Landscape, LLC

Main Street Riverbank Clearing Sections

All sections are approximate areas.



Section 1

655 Main Street to the Foot bridge, approx. 500FT



Section 2

Footbridge to start of sidewalks, approx. 550FT (North Bank of River)



Section 2B

Footbridge to start of sidewalks, approx. 550FT (South Bank of River)



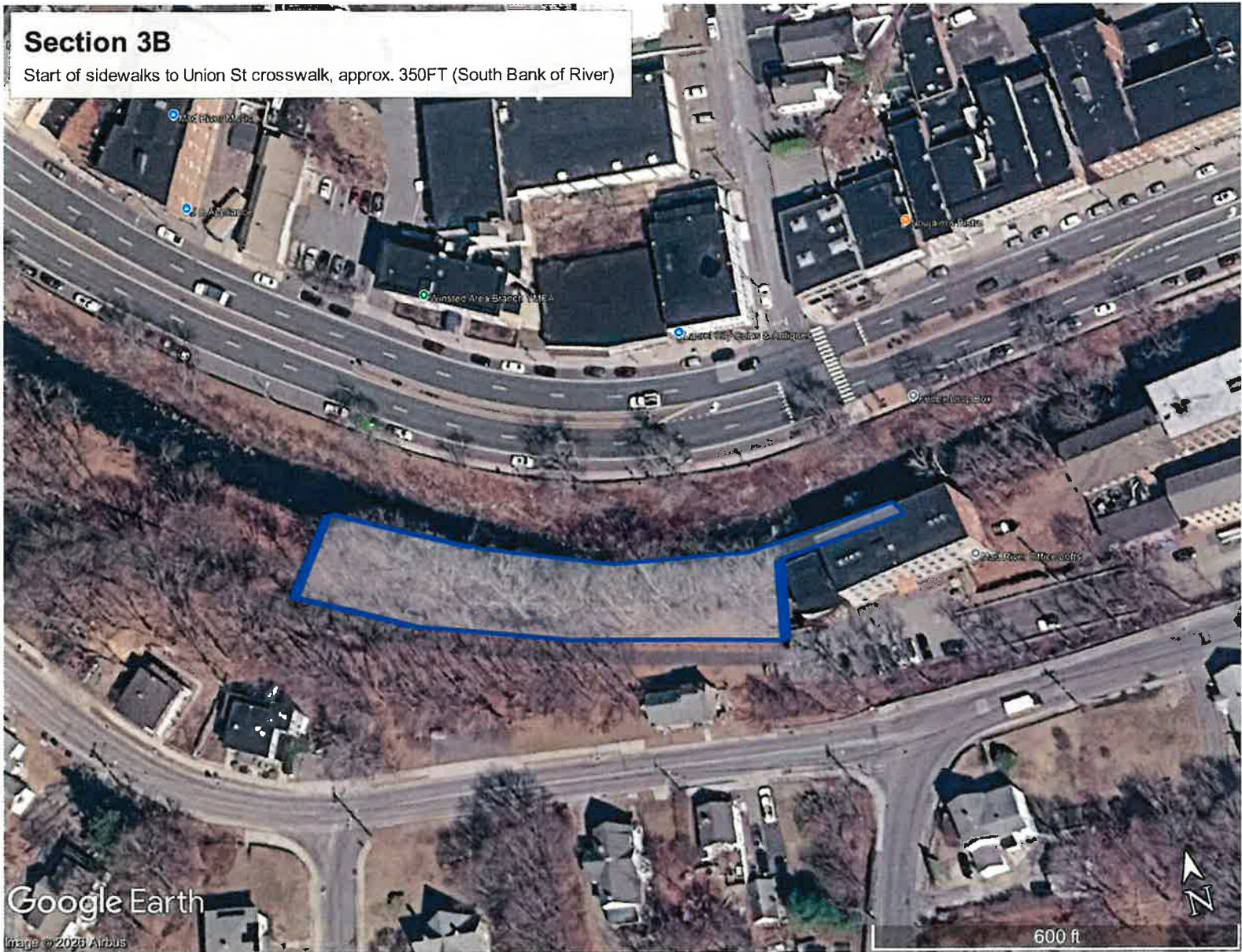
Section 3

Start of sidewalks to Union St crosswalk, approx. 350FT (North Bank of River)



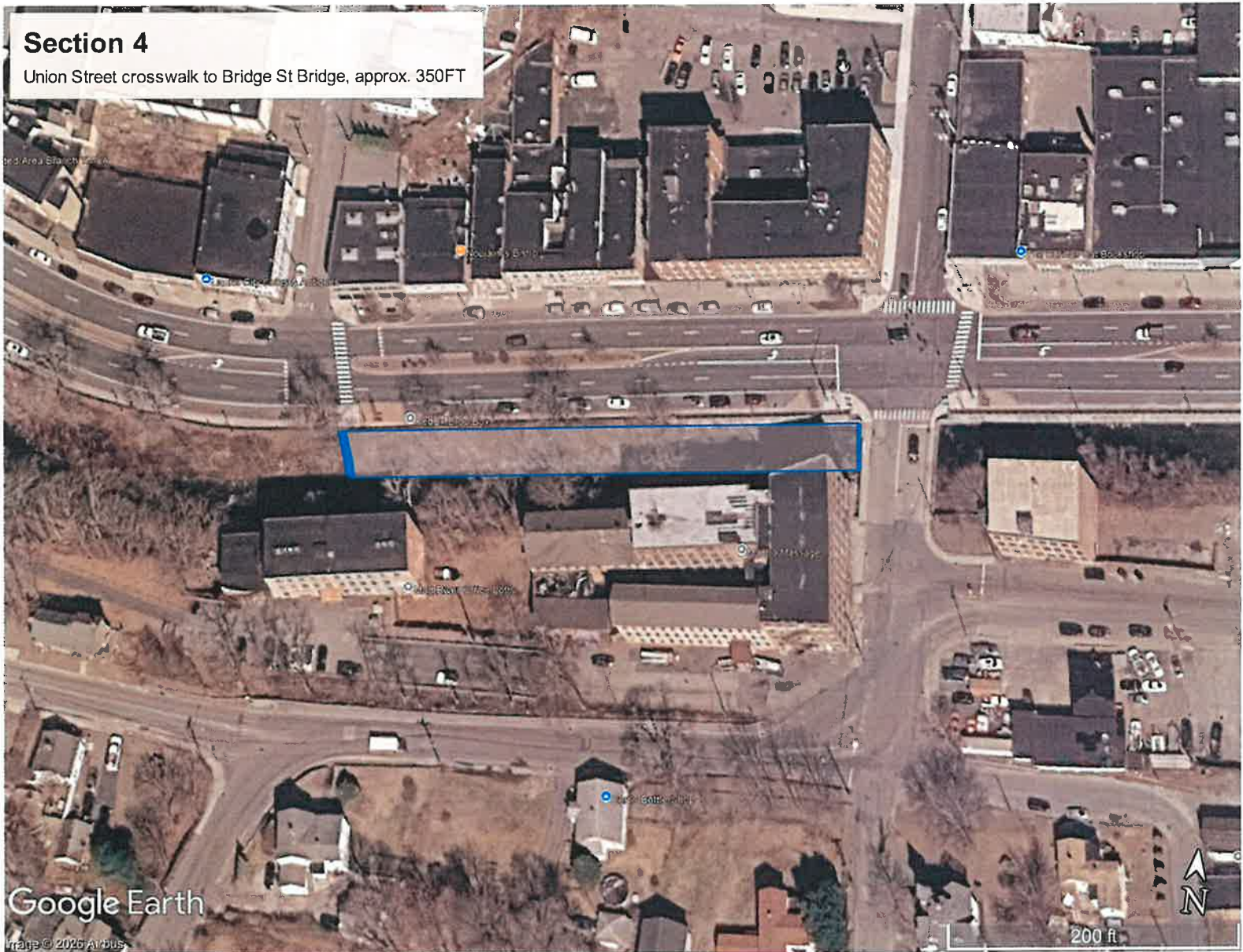
Section 3B

Start of sidewalks to Union St crosswalk, approx. 350FT (South Bank of River)



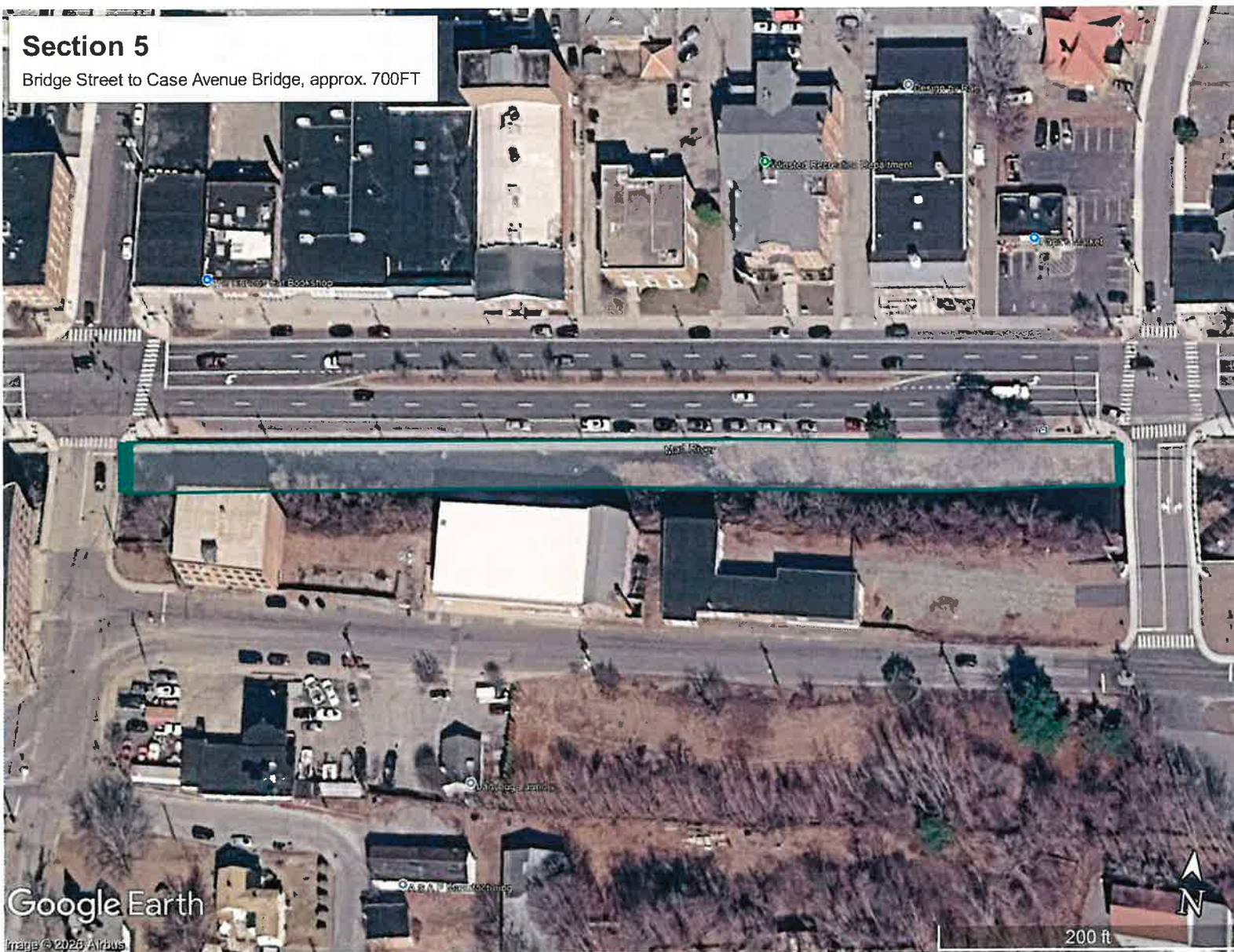
Section 4

Union Street crosswalk to Bridge St Bridge, approx. 350FT



Section 5

Bridge Street to Case Avenue Bridge, approx. 700FT



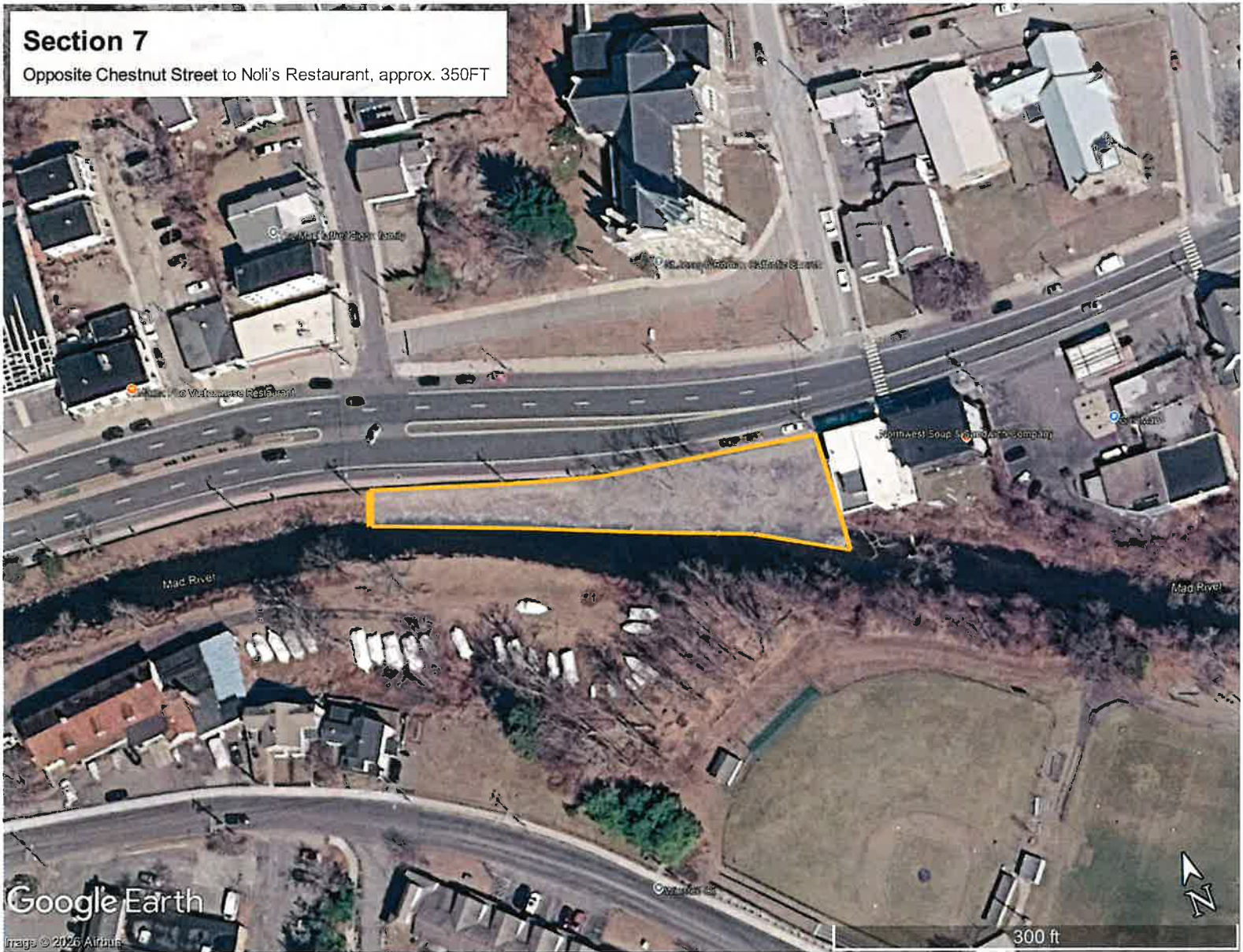
Section 6

Case Avenue Bridge to opposite Chestnut Street, approx. 500FT



Section 7

Opposite Chestnut Street to Noli's Restaurant, approx. 350FT





August 31, 2026

ADDENDUM #1

REQUEST FOR PRICING (RFP)

Maintenance of Main Street Riverbank (Vegetation Clearing) TOWN OF WINCHESTER, CT

Date Issued: Thursday, August 27, 2026
Pre-Bid Meeting(non-mandatory) **Friday, September 4 at 10:00AM, 655 Main Street**
Submission Deadline: **10:00 AM EST on Friday, September 11, 2026**
Primary Contact: Jim Rollins, Director of Public Works
jrollins@townofwinchester.org
Send Proposals To: Winchester Town Hall
Town Manager's Office
(Sealed and marked as RFP submission) 338 Main Street
Winsted, CT 06098

Locations:

Main Street – Riverbank, in sections from 655 Main Street to 183 Main Street

This bid requires the work to be completed by 10/31/26 so the applied herbicide is done within the window of effectiveness.

Cutting of trees, shrubs, and bushes

The following tasks shall be performed:

- 1.) *Other than trees which are marked to remain, all woody vegetation will be removed with a clean cut, leaving a stump of approximately 2-4 inches which herbicide (Triclopyr 4 and/or RM43) will be properly applied to (painted on).*
- 2.) *All cuttings will be hauled away and properly disposed of. If a chipper is used, all chips will also be hauled away and not left on the riverbank. Chips may be disposed of at the DPW facility, 189 Rowley St., Winsted, CT. The Town reserves the right to accept any or reject any or all bids or any part thereof if to do so is deemed to be in the best interest of the Town. EQUAL OPPORTUNITY EMPLOYER/AFFIRMATIVE ACTION.*

CT Arborist License # S6075 for herbicide application



The term of Riverbank Maintenance will be from the issuance of this bid through the end of October 2026 to allow for the herbicide to be effective. During this period each awarded section will have all woody vegetation, which is not flagged to remain, cut with a clean edge and removed from the site, the approved herbicide (*Triclopyr 4 and/or RM43*) will then be applied to the clean edge of the remaining stump. The sections are designated, starting with Section 1 at 655 Main Street and continuing to Section 7 at 183 Main Street.

Section 1 (655 Main Street to the Foot bridge, approx. 500FT)

Price: \$ 12,000.00

Section 2 (Footbridge to start of sidewalks, approx. 550FT)

Price: \$ 12,000.00

Section 2B (South Side, Footbridge to start of sidewalks, approx. 550FT)

Price: \$ 9,500.00

Section 3 (Start of sidewalks to crosswalk at YMCA, approx. 350FT)

Price: \$ 10,500.00

Section 3B (South Side, Start of sidewalks to crosswalk at YMCA, approx. 350FT)

Price: \$ 10,000.00

Section 4 (Crosswalk at YMCA to Bridge St Bridge, approx. 350FT)

Price: \$ 9,500.00

Section 5 (Bridge Street to Case Avenue Bridge, approx. 700FT)

Price: \$ 10,000.00



Section 6 (Case Avenue Bridge to opposite Chestnut Street, approx. 500FT)

Price: \$ 10,000.00

Section 7 (Opposite Chestnut Street to Noli's Restaurant, approx. 350FT)

Price: \$ 9,750.00

Lump Sum if bidding all sections: \$ 83,925.00



The Contractor will demonstrate that they are insured for third party liability, injury to operating personnel, and Worker's Compensation as required by the Town of Winchester. The Town of Winchester Public Works shall apply for the DOT permit to work in the State of CT right of way. The Contractor is responsible for following all DOT Signage regulations and providing traffic control. Public Works will provide the contractor with proper signage and cones, which must be returned after each shift. The contractor must schedule all work with the Public Works Superintendent or his/her designee prior to starting work. Brush & chips may be disposed of at the Department of Public Works facility, 189 Rowley St., Winsted, CT.

A non mandatory pre-bid meeting will be held Friday, September 4th at 10:00 AM EDT starting at 655 Main Street Winsted Ct 06098.

**Submission deadline for all bids is Friday, September 11th at 10:00 AM EDT.
Submissions must be delivered by mail or in-person.**

Please mark outside of sealed bid envelope: **"Main St Riverbank cleanup"**. Please type or print Contractor's name and mailing address:

Contractor: Innovative Lawn & Landscape, LLC CT Arborist License Number: S6075

Address: PO Box 875 Torrington, CT 06790 Phone Number: 860.605.8170

Email: office@innovativect.com

Contractor's Signature: _____

Additional Considerations

If any changes are made to this RFP, an addendum will be issued. Each addendum will be emailed to all persons on record as having requested the RFP. Failure of any proposer to receive any such addendum or interpretation shall not relieve such proposer from the obligation to comply with the terms of such addenda. All addenda so issued shall become part of this RFP.

Proposers are cautioned that it is the responsibility of each individual proposer to assure that their proposal is in the possession of the responsible official or a designated alternate prior to the stated time and at the place of proposal by the due date. The Town is not responsible for proposals delayed by mail and/or delivery service of any nature. Late responses will not be accepted, nor will additional time be granted to individual respondents unless the Town extends the required submittal date for all proposers.

All proposals become the property of the Town of Winchester upon receipt. All proposals are deemed to be public records under Connecticut General Statutes.

The Town will not be liable for any costs incurred by any respondents in the preparation and presentation of responses to this RFP, or in the participation in views, interviews, negotiations, or any other aspect of this RFP process.

The Town may, at its option, interview proposers as part of this selection process.

However, selection may take place without such interviews. Therefore, proposals should be complete as initially submitted. The Town reserves the right to reject any and all proposals, to negotiate any

and all nonmandatory contract terms with the successful proposer, or to cancel this

procurement at any time if it is in the Town's best interest to do so.

Failure to meet the submittal requirements may be sufficient cause to reject a proposal. Proposers are solely responsible for reviewing all the provisions of this RFP and any attachments prior to submitting the proposal. Proposals that are incomplete, not properly endorsed, or are otherwise in conflict with the requirements of this RFP, may be rejected.

The Town reserves the right to conduct a standard criminal and business background check of each proposer which may include but is not limited to contacting contractual business associates and practices, researching employment histories, conducting background checks with former colleagues or customers, and verifying a bidder's financial wherewithal to complete the proposed project. By submitting qualifications to the Town of Winchester, the proposer consents to such an inquiry and agrees to make available to the Town financial books, records, and references as the Town deems necessary to conduct the inquiry.

The Town reserves the right to accept or reject any or all submitted proposals for any reason at any time.

The selected firm will be required to enter into a formal contract with the town, subject to negotiation of terms and conditions.

The selected firm may be required to possess an active Unique Entity Identifier (UEI) status in <https://sam.gov/>. An entity with a suspended or debarred UEI status may be disqualified from Town projects that involve federal funds. The selected firm will be made aware of the need to possess an active UEI status prior to engagement with the Town via a formal contract.

All services not specifically mentioned in this request for proposal that are necessary to provide the functional capabilities described by the proposer shall be included in their Scope of Services.



RIVERBANK MAINTENANCE CONTRACT

Town of Winchester / Winsted, Connecticut
Main Street Riverbank Vegetation Removal and Herbicide Application

Project Location	Main Street riverbank, in sections from 655 Main Street to 183 Main Street, Winsted, CT 06098
Completion Deadline	October 31, 2026
Contract Sum	\$83,925.00 lump sum for all sections
License	CT Arborist License # S6075 for herbicide application

1. Agreement and Project Intent

This Riverbank Maintenance Contract (the "Contract") sets forth the scope, pricing, scheduling, and performance requirements for removal of designated woody vegetation and application of approved herbicide along the Main Street riverbank in Winsted, Connecticut. The work is to be completed no later than October 31, 2026 so that herbicide application occurs within the intended window of effectiveness.

2. Scope of Work

Cutting of Trees, Shrubs, and Bushes

The following tasks shall be performed:

- Other than trees or woody vegetation marked or flagged to remain, all woody vegetation shall be removed with a clean cut, leaving a stump approximately 2 to 4 inches high. Approved herbicide, Triclopyr 4 and/or RM43, shall then be properly applied (painted on) to the clean-cut surface of each remaining stump.
- All cuttings shall be hauled away and properly disposed of. If a chipper is used, all chips shall also be hauled away and shall not be left on the riverbank.
- Brush and chips may be disposed of at the Town of Winchester Department of Public Works facility located at 189 Rowley Street, Winsted, CT.
- Trees or woody vegetation designated by the Town to remain shall not be cut, damaged, or treated.

3. Riverbank Sections

The work area is divided into the following designated sections, beginning with Section 1 at 655 Main Street and continuing through Section 7 at 183 Main Street / the Noli's Restaurant area. Approximate lengths are provided for reference.

Section	Limits	Approx. Length
1	655 Main Street to the footbridge	500 ft
2	Footbridge to start of sidewalks	550 ft
2B	South side, footbridge to start of sidewalks	550 ft
3	Start of sidewalks to crosswalk at YMCA	350 ft
3B	South side, start of sidewalks to crosswalk at YMCA	350 ft
4	Crosswalk at YMCA to Bridge Street Bridge	350 ft
5	Bridge Street to Case Avenue Bridge	700 ft
6	Case Avenue Bridge to opposite Chestnut Street	500 ft
7	Opposite Chestnut Street to Noli's Restaurant	350 ft

4. Contract Term and Schedule

The term of the Riverbank Maintenance work shall run from issuance/award through October 31, 2026. During this period, each awarded section shall have all woody vegetation not flagged to remain cleanly cut and removed from the site, followed by application of the approved herbicide to the clean-cut surface of the remaining stump. The Contractor shall schedule all work with the Public Works Superintendent or the Superintendent's designee before beginning work.

P.O. Box 875 Torrington, CT 06790 Phone: 860.605.4958

www.innovativect.com



5. Contract Price

Lump Sum for All Sections: \$83,925.00

Payment Terms: Invoices are payable **Net 10 Days**, with payment due in full within ten (10) calendar days from the date of invoice.

Any additional work or services outside the original scope of this contract will be invoiced separately.

6. Insurance, Permits, Traffic Control, and Safety

- The Contractor shall demonstrate that it is insured for third-party liability, injury to operating personnel, and Workers' Compensation as required by the Town of Winchester.
- The Town of Winchester Public Works shall apply for the DOT permit required to perform work within the State of Connecticut right-of-way
- The Contractor is responsible for following all applicable DOT signage regulations and for providing traffic control.
- Public Works will provide proper signage and cones to the Contractor. All Town-provided signage and cones must be returned after each shift.

7. Town Rights and RFP Conditions

The Town reserves the right to accept or reject any or all bids, or any part thereof, when doing so is deemed to be in the best interest of the Town.

If changes are made to the RFP, an addendum will be issued and emailed to all persons on record as having requested the RFP. Failure of a proposer to receive an addendum or interpretation does not relieve the proposer from the obligation to comply with its terms. All addenda issued shall become part of the RFP and, where applicable, this Contract.

Each proposer is responsible for ensuring that its proposal is in the possession of the responsible official or a designated alternate at the stated place and by the stated due date and time. The Town is not responsible for proposals delayed by mail or delivery service. Late responses will not be accepted, and additional time will not be granted to individual respondents unless the Town extends the submittal date for all proposers.

All proposals become the property of the Town of Winchester upon receipt and are deemed public records under Connecticut General Statutes. The Town will not be liable for costs incurred by respondents in preparing or presenting responses, or in participating in views, interviews, negotiations, or any other aspect of the RFP process. The Town may, at its option, interview proposers as part of the selection process.

8. Contractor Information and Acceptance

By signing below, the Contractor acknowledges the scope, schedule, price, and requirements stated in this Contract and associated RFP/addenda, if any.

Contractor Name	Innovative Lawn & Landscape, LLC
Mailing Address	PO Box 875 Torrington, CT 06790
Phone Number	860.605.4958
Email Address	office@innovativect.com
CT Arborist License Number	S6075
Contractor Signature / Date	 James Doyle – President/Owner September 22, 2026

Town Acceptance

Authorized Town Representative: _____

Title: _____ **Date:** _____

Signature: _____

P.O. Box 875 Torrington, CT 06790 Phone: 860.605.4958

www.innovativect.com

BOARD OF SELECTMEN ACTION REQUEST

No.: 26-50

Date: October 5, 2026

Topic: New Business – Emergency Appropriation of Funds for Elevator Replacement

From: Paul Harrington, Town Manager & CEO

Background: Town Hall is served by a single elevator installed in the 1980s that has experienced increasingly frequent mechanical, electrical, and hydraulic failures. These failures have left the elevator out of service for days or weeks at a time, limiting access to the Town's primary government building for individuals with disabilities and creating significant accessibility concerns. Repair visits by Otis have exceeded \$10,000, making continued investment in the aging system increasingly costly and unreliable. Given its approximate 45-year age, repair history, and importance to public access, replacement of the Town Hall's only elevator (which is ~20 years beyond its life expectancy) is in the Town's long-term interest.

Section 912 of the Town Charter permits an emergency appropriation of up to \$500,000 in a fiscal year when necessary to address a public emergency threatening the "lives, health or property of citizens." As the building's only elevator, another failure could strand an occupant or leave the building without accessible vertical circulation for an indefinite period. Replacement would address this ongoing risk while restoring reliable access to essential municipal services.

Requested Action: I ask that the Board of Selectmen recognize the emergency circumstances presented by the condition of the Town Hall elevator and, pursuant to Section 912 of the Town Charter, authorize an emergency appropriation necessary to replace the elevator and restore safe and reliable public access to Town Hall.

Fiscal Implications: The \$300,000 elevator replacement is proposed to be funded from the Town's unaudited fund balance as of June 30, 2026 with no impact on current year mill rate. Routine Otis service and preventative maintenance will continue to be funded annually through the Town Hall Building operating budget, while a new system should reduce costly emergency repairs.

Manager's Recommendation: I recommend that the Board of Selectmen invoke Section 912 of the Town Charter and authorize an emergency appropriation for the replacement of the Town Hall elevator.

Recommended Motion: *"I move that the Board of Selectmen invoke Section 912 of the Town Charter and authorize an emergency appropriation of \$300,000 from fund balance for the replacement of the Town Hall elevator."*

Attachments: Elevator Modernization Proposal from Otis Elevator Company
Work by Others Proposal from J. A. Rosa Construction, LLC

Town of Winchester

Town Hall Elevator Replacement - Project Cost

#	Vendor	Proposal Date	Description/Item(s)	Cost
1	Otis Elevator	9/14/2026	Engineering/Drawings/Mobilization Materials for Project Installation Labor (ref. prop. page 18)	165,000.00
2	Otis Elevator	9/14/2026	New elevator car interior (ref. prop. page 20)	35,000.00
3	J.A.Rosa Construction, LLC	9/25/2026	"Elevator Modernization - Work by Others": electrical, HVAC, fire control, waste disposal, etc. (ref. proposal)	79,506.00
Subtotal				\$ 279,506.00
4	Miscellaneous	N/A	7% Contingency - Unforeseen conditions, necessary scope adjustments, etc.	19,565.42
5	Miscellaneous	N/A	Rounding	928.58
Total				\$ 300,000.00

OTIS

HydroFit™ MOD



Otis HydroFit™ MOD Hydraulic Control System

9/14/2026

CUSTOMER NAME

WINSTED TOWN HALL

Otis Elevator Company

1 Enterprise Drive
Shelton, Connecticut, 06484

PROJECT LOCATION

338 MAIN ST
Winsted, Connecticut, 06098-1697

PROPOSAL NUMBER

F7SE6210/01

We propose to furnish labor and material to provide a microprocessor based HydroFit MOD control system. It is a digital closed-loop microprocessor-based control system specifically designed to meet the particular needs of modernizing hydraulic elevators.

Section 1



UNITS

DUTY

The present capacity and speed of the elevators will be retained as follows:

Group 1

MACHINE #	CAPACITY (Pounds)	SPEED (Feet per Minute)
Unit 1	2000	125

TRAVEL, STOPS & OPENINGS

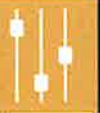
The present travel, stops and openings of the elevators will be retained as follows:

Group 1

Unit 1

LANDINGS	OPENINGS		Distance Between Floors
	Front	Rear	
4	No	Yes	0 ft 0 in 0
3	Yes	No	12 ft 0 in 0
2	Yes	No	12 ft 0 in 0
1	Yes	No	12 ft 0 in 0

Section 2



OPERATION

NEW AUTOMATIC SELF-LEVELING

The elevator shall be provided with automatic self-leveling that shall typically bring the elevator car level with the floor landings + 1/4" regardless of direction of travel. The automatic self-leveling shall correct for over travel or under travel and rope stretch.

NEW SPECIAL EMERGENCY SERVICE

Special Emergency Service operation shall be provided in compliance with the latest applicable revision of the ASME/ANSI A17.1 Code.

Special Emergency Service Phase I to return the elevator(s) non-stop to a designated floor shall be initiated by an elevator smoke detector system or a keyswitch provided in a lobby fixture.

The smoke detector system, if required, is to be furnished by others. The elevator contractor shall provide contacts on the elevator controller to receive signals from the smoke detector system.

A keyswitch in the car shall be provided for in-car control of each elevator when on Phase II of Special Emergency Service.

If an elevator is on independent service when the elevators are recalled on Phase I operation, a buzzer shall sound in the car and a jewel shall be illuminated, subject to applicable codes.

NEW INDEPENDENT SERVICE

When the Independent Service switch in the car operating panel is actuated; it shall cancel previously registered car calls, disconnect the elevator from the hall buttons, and allow operation from the car buttons only. Door operation shall occur only after actuation of the "DOOR CLOSE" button.

NEW INSPECTION OPERATION

For inspection purposes, an enabling keyswitch shall be provided in the car operating panel to permit operation of the elevator from on top of the car and to make car and hall buttons inoperative.

HOISTWAY ACCESS SWITCHES

An enabling keyswitch shall be provided in the car operating panel to render all car and hall buttons inoperative and to permit operation of the elevator by means of an access keyswitch adjacent to the hoistway entrance at the access landing.

OTIS ONE PLATFORM

Otis ONE is an internet of things (IoT) platform that enables advanced monitoring, big data analytics, and predictive maintenance to address potential issues before they occur, increasing elevator uptime and reducing service disruptions. Activation of these features is subject to execution of a separate Otis ONE

license and subscription agreement and additional monthly subscription fee of \$70, which is not included in this Contract. Further, the Otis One hardware / equipment shall remain the property of Otis.

Optional Otis ONE Subscription

Otis ONE Prime Subscription Features

- IoT connection with continuous elevator data collection
- Monitoring by mechanics and OTISLINE
- Automated performance diagnostics and data analytics
- Over-the-air IoT software updates
- Otis Customer Portal access
- Real-time elevator status
- Performance & usage dashboards
- Service activity detail

Section 3



MACHINE ROOM EQUIPMENT

POWER SUPPLY

The power supply of 208V_60HZ, alternating current will be retained with the new equipment arranged for this power supply.

NEW CONTROLLER

A microprocessor based HydroFit MOD control system shall be provided to perform all the functions of safe elevator motion and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.

NEW SOFT STARTER

A new solid-state starter will be provided.

NEW PUMP MOTOR

The existing motor will be replaced.

POWER UNIT

NEW SUBMERSIBLE

The existing power unit will be replaced with a new power unit. The new power unit consists of a positive displacement pump, motor, integral 4-coil control valve, oil tank and muffler. The pump and motor are submerged and are mounted to the tank with rubber isolators to reduce vibration and noise.

NEW VALVE

A new integral 4-coil control valve will be installed to replace the existing valve. The valve consists of up, up leveling, down and down leveling controls along with manual lowering and a pressure relief valve.

Section 4



DOOR EQUIPMENT

NEW CLOSED LOOP DOOR OPERATOR

Install a new closed loop door operator. Car and hoist way doors shall be power operated by means of a closed loop door operator mounted on top of the car designed to give consistent door performance with changes in temperature, wind or minor obstruction in the door track. The system continually monitors door speed and position and adjusts it accordingly to match the pre-determined profile.

NEW DOOR-PROTECTION DEVICE

Install a new solid state, infrared passenger protection device on the car door. Elevator doors shall be provided with a reopening device that will stop and reopen the car door(s) and hoistway door(s) automatically should the door(s) become obstructed by an object or person.

NEW INTERLOCKS

New interlocks will be installed. The interlocks shall prevent operation of the elevator unless all doors for that elevator are closed and shall maintain the doors in their closed position while the elevator is away from the landing.

RETAIN CAR DOOR TRACKS AND HANGERS

The present car door tracks and hangers shall be retained and inspected for proper alignment. Any adjustment required will be accomplished.

RETAIN HOISTWAY ENTRANCES

The present hoistway entrances will be retained.

RETAIN HOISTWAY DOOR TRACKS AND HANGERS

The present hoistway door tracks and hangers shall be retained.

NEW HOISTWAY DOOR RESTRICTORS

Folding hoistway door restrictors shall be installed.

Section 5



HOISTWAY EQUIPMENT

RETAIN HOISTWAY OPERATING DEVICES

The existing hoistway operating devices shall be retained.

NEW CAR GUIDES

New polyurethane slide guide liner inserts shall be installed on the top and bottom of the car frame to engage the guide rails.

RETAIN CAR INTERIOR

The present car interior shall be retained.

RETAIN FLOORING

The present flooring will be retained.

NEW PIT SWITCH

An emergency stop switch shall be located in the pit accessible from the pit access door.

RETAIN SPRING BUFFERS

The existing spring buffers shall be retained.

NEW ACCESS ALERT HOISTWAY SAFETY DEVICE

We will furnish and install all the necessary components, circuitry and wiring for a new Access Alert system, which will operate on the elevator car top and pit.

Access Alert will be installed so the elevator can be controlled in a safe manner when an authorized person accesses the elevator hoistway. The Access Alert system meets all applicable safety codes.

This groundbreaking new product, Access Alert, is specifically designed to:

- Prevent work on top of the elevator without the top of car inspection station engaged properly.
- Prevents moving the elevator on inspection while personnel are in a potentially unsafe position.
- Prevent working in the elevator pit, while the pit stop switch is not engaged properly.
- Meet applicable building and elevator codes.

Similar to the seatbelt alarm in your car, Access Alert provides a constant, noticeable reminder to anyone accessing the hoistway that they need to engage the stop switch before starting work. We believe the simplicity, ease of installation, and cost-effectiveness of this product will be an important way for you to invest in improving safety inside your facility.

Section 6



CAR FIXTURES

NEW APPLIED CAR OPERATING PANEL

An applied car operating panel shall be furnished. The panel shall contain a bank of mechanical illuminated buttons marked to correspond with the landings served, an emergency call button, emergency stop button, door open and door close buttons and a light switch. All buttons, when applicable, to be long life LED illumination. This panel shall be equipped with a button that shall initiate two-way communication between the car and a location inside the building, switching over to another location if call is unanswered. Otis will provide our standard, code compliant, applied fixtures in a brushed stainless-steel finish. If a specific fixture design or configuration is requested, you agree to notify Otis upon execution of this agreement. Design modifications may lead to additional costs based on final selection.

NEW EMERGENCY CAR LIGHTING

An emergency power unit employing a 6-volt sealed rechargeable battery and totally static circuit shall be provided. The power unit shall illuminate the elevator car and provide current to the alarm bell in the event of normal power failure. The equipment shall comply with the requirements of the latest applicable revision of the ASME/ANSI A17.1 Code.

NEW CAR POSITION INDICATOR

A car position indicator shall be installed. The position of the car in the hoistway shall be shown by illumination of the indication corresponding to the landing at which the car is stopped or passing.

NEW AUDIBLE SIGNAL (INDICATES PASSING OR STOPPING AT A LANDING)

An audible signal shall sound in the car to tell passengers that the car is either stopping or passing a landing served by the elevator.

Section 7



HALL FIXTURES

NEW HALL BUTTONS

New hall buttons shall be installed at each landing. An up button and a down button at each intermediate landing and a single button at each terminal landing shall be installed. All buttons, when applicable, shall be long-life LED illumination. Otis will provide our standard, code compliant, applied fixtures in a brushed stainless-steel finish. If a specific fixture design or configuration is requested, you agree to notify Otis upon execution of this agreement. Design modifications may lead to additional costs based on final selection.

NEW COMBINATION HALL LANTERN/POSITION INDICATOR

Combination hall lantern/position indicators shall be installed at: Lobby landing(s).

Section 8



HEALTH PRODUCTS

No Health Products Specified

Section 9



WORK BY OTHERS – NOT IN CONTRACT

The following items must be performed by others and you agree to provide this work in accordance with the applicable codes and enforcing authorities:

WORK BY OTHERS SCHEDULING

All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

AIR CONDITIONING

Provide suitable ventilation and cooling equipment, if required, to maintain the machine-room temperature between 60°F and 100°F. The relative humidity should not exceed 95 percent non-condensing.

BUILDING POWER

Provide electrical power for light, tools, hoists, etc. during installation as well as electric current for starting, testing, and adjusting the elevator. Power of permanent characteristics to be provided to properly operate all the elevators concurrently scheduled to be modernized. Power must be a 3-phase 4 wire system with ground and bonded disconnects. Grounded leg delta systems are not acceptable.

SMOKE AND HEAT SYSTEM

Provide elevator lobby, machine room and hoistway smoke detecting devices located as required and wired from the fire control center to a controller in the machine room. Hoistway devices are required to be made accessible from outside the elevator hoistway. Coordinate signal connections and necessary testing with the Elevator Contractor. Provide the following zones and locate signal circuits in a properly labeled junction box in the machine room:

Main Floor Recall: Provide one set of normally closed contacts that will open when any smoke sensor related to the elevators at the designated main landing senses smoke. This excludes other devices located in the machine room, hoistway or main egress floor.

Alternate Floor Recall: Provide one set of normally closed contacts that will open when the smoke sensor at the main egress floor senses smoke.

Machine Room/Hoistway Recall: Provide one set of normally closed contacts that will open when any smoke sensor located in the machine room or hoistway/pit senses smoke.

SPRINKLERS

Provide code compliant sprinkler system, as required, in the hoistway, pit and machine room. If sprinklers are being installed or altered in the hoistway(s), pit or the machine rooms, a means must be provided to disconnect three-phase power before water is applied. This is usually accomplished with a shunt trip breaker that must be located outside the elevator machine room. The shunt trip breaker may be activated by heat detectors located within 24" of the sprinkler heads and arranged to trip at a lower temperature than the sprinkler heads. A heat detector is not required in the pit if the sprinkler head is within 24" of the pit floor. Heat and smoke devices in elevator hoistways must be installed with UL rated and lockable panels that are accessible for servicing from outside the hoistway. The panel interiors are to be guarded using a minimum 13 gauge metal with a pattern of maximum 3/4 inch holes.

CUTTING AND PATCHING

Do any cutting, (including cutouts to accommodate hall signal fixtures, entrances and/or machine room access) patching and painting of walls, floors or partitions.

MAIN DISCONNECT

Provide a fused lockable disconnect switch or circuit breaker for each elevator per the National Electrical Code with feeder or branch wiring to the transformer. Size to suit elevator contractor. Provide a SHUNT TRIP disconnect, as required, if sprinklers are being provided. Provide suitable connections from the main disconnect to the elevator control equipment.

Electrical Feeder system to limit available short circuit to not more than 10k amps at the load side of the elevator main line disconnect.

GROUND WIRE

Provide a properly sized ground wire from the elevator controller(s) to the primary building ground.

EMERGENCY COMMUNICATIONS – Phone Only

Provide a continuously monitored phone line terminating at Otis controller.

EMERGENCY COMMUNICATIONS – Intercom

Provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet in machine room located as required for communications system.

ELEVATOR MANAGEMENT SYSTEM (EMS)

Provide a 120VAC 15A single phase power supply with two duplex GFCI outlet and fused disconnect switch (or circuit breaker) located in areas containing EMS equipment (typically machine room, fire command center, and/or building security station). Where Web based EMS supplied, provide CAT-5 cable from elevator machine room to EMS terminal locations.

TEMPORARY CROSS DISPATCHING (CDT)

For each group provide a 120VAC 15A single phase power supply with fused disconnect switch (or circuit breaker) with GFCI outlet located in elevator machine room.

COMPASS

For each group provide a 120 volt AC, 15 amp, single-phase power with GFCI outlet in the machine room with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position.

GFCI OUTLETS

Provide 120volt GFCI type convenience outlets in the machine room and in each pit. . Provide additional non-GFCI outlet in each pit for use by sump pump. Pits subject to sprinklers shall have NEMA 4 rated fixtures if located below 48" above pit floor.

CAR LIGHT POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position with feeder wiring to each controller located in the machine room.

VIDEO DISPLAY POWER SUPPLY AND DISCONNECT

For each car provide a 120 volt AC, 15 amp, single-phase power supply with fused disconnect switch (or circuit breaker) capable of being locked in the open (off) position and with GFCI outlet located in the machine room.

REMOTE PANELS

Provide required conduit, with adequate pull boxes and ells from the elevator hoistway(s) to the location or locations required to facilitate the installation of Lobby Panels, Fire Control Room Panels or Elevator Monitoring Systems. Size and number as specified by Otis. Leave a measured pull tape in the conduit. Otis to furnish and pull required conductors.

EMERGENCY (STANDBY) POWER

If emergency power is available, verify and provide the following:

- a. Power that meets the load characteristic requirements of the new control system. Power that is capable of operating and providing sufficient power to non-linear elevator loads and that is capable of absorbing regenerated power resulting from running elevators with overhauling loads.
- b. Two conductors to the machine room from a normally closed auxiliary contact on the Owner's EP transfer switch. Contacts to open when power transfers to the emergency source.
- c. Two additional conductors to the machine room from an adjustable timed relay on the Owner's EP transfer switch to indicate "request to transfer" from standby to normal power.
- d. Power for 115VAC circuits that supply elevator cab lights, cab fan, communication means, EMS, Lobby Panels, and Compass dispatching systems (if applicable).
- e. Power for machine room lighting, ventilation and cooling means.

ROOF LIGHTING

Lighting is required to illuminate machine room access paths on the roof.

LIGHTING

Provide sufficient lighting in the buildings common areas to facilitate a safe working environment. Provide new or modify machine room lighting to provide a minimum of 19 ft. candles of illumination and new pit lighting to provide a minimum of 10ft. candles of illumination. The machine room light switch shall be located within 18" of the lock-set side of the entry door. Pit light switches shall be adjacent to the pit ladder and a minimum of 24" above the threshold level. Lighting must have code compliant guards of either grounded metal, plastic or comparable. Pits subject to sprinklers shall have NEMA 4 rated fixtures.

PROJECT BEING "DRIED-IN"

Work, as required, to keep the elevator lobbies, hoistway, machine room and storage area "dried-in" for the entire length of the project.

MACHINE ROOM ACCESS

Provide a self-locking and self-closing door for the elevator machine room. Access door to be adequately sized to accept our equipment. Modify machine room access, as required, to comply with code and facilitate safe egress of all equipment.

FIRE EXTINGUISHER

Provide fire extinguisher in elevator machine room.

NON-ELEVATOR MATERIAL IN HOISTWAY

Remove or encapsulate, as required, any non-elevator related pipes or wiring located in the elevator machine room or hoistway.

HOISTWAY VENTILATION

Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gasses at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3 1/2% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent

the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

HOISTWAY LEDGES

Provide a 75o angle constructed of a non-combustible material on all ledges that are 2" greater in the hoistway, excluding multi-hatch divider beams.

SUMP HOLE GRATING

Provide a flush grating over the sump hole located in the elevator pit.

STORAGE

Provide dry, protected and secure storage space adjacent to the hoistway(s). Otis shall be compensated for material delivered that is stolen or removed from the jobsite.

DISPOSAL

The disposal of removed elevator components; machines, controllers, ropes, hydraulic fluid, oils, buffers and packing materials from the new equipment and any and all related materials shall be the sole responsibility of the Customer or owner. If a dumpster is provided on site, we will deposit waste materials in the dumpster or at an agreed upon on-site location for removal by the Customer or owner.

PIT LADDERS

Provide a pit ladder, as required, in each pit that does not have walk-in access doors. Ladder shall extend 48" above first landing access door.

OPERATING ELEVATORS FOR OTHER TRADES

If we are required to operate an elevator to facilitate the work of other trades (e.g., sprinklers, smoke sensors, ledges, etc.) then we shall be compensated for this lost time and the project schedule shall also be modified.

ADDITIONAL STOPS/OPENINGS

Extend the existing hoistways and add additional landing(s) and new machine room. Hoistway and machine room shall be constructed in accordance with applicable building codes and ANSI A17.1.

- Ledges over 2" wide shall have a 75° bevel on top. (Except separator beams) Hoistway shall be fire rated and may require patching of holes. No other pipes or electrical conduit not associated with the elevator equipment are allowed in the hoistway. Power feeders may not run up the hoistway, except by special permission of the governing authority, and shall not contain splices or junction boxes in the hoistway.
- Provide crane to bring new material and removal of the machine room equipment to new machine room.
- Provide temporary roof as required to provide continuously dry hoistways and machine rooms.
- Perform all demolition of old machine room slab and structure. Protect existing elevator cars and equipment from demolition damage, dust and debris.
- Supply new machine beams and beam supports per reactions supplied by Otis.
- Provide new machine room slab to suit reactions. Remove any construction forms, scaffold or decking from hoistway not placed by Otis. Cut and patch hoistways as required to provide a legal hoistway.

- Provide, maintain and remove any temporary barricades per OSHA or local authority requirements and furnish barricades to protect the public from access to construction areas.
- Supply and install adequate support for guide rail fastening, including separator beams where required.
- Provide adequate fastening for hoistway entrances and sills.
- Provide finished floor elevation reference height at time of installation of new entrance sills.
- Provide legal access to new machine room (and temporary access per OSHA requirements during construction).
- Grout or finish blocking of new entrances to provide a fire rated enclosure.
- Provide hoist beams over each elevator hoistway in machine room rated to hoist elevator machines.
- Finish painting of new hoistway entrances shall be by others, if prime entrances are selected.

EMERGENCY RETURN UNIT (ERU)

If an ERU battery-operated lowering device is being provided with your hydraulic elevator modernization than others are to provide an auxiliary contact in either the existing lockable disconnect (if currently code compliant) or in a new code compliant lockable disconnect.

ASBESTOS

Should any asbestos be found to be present in the building which is related to any of our work, it shall be the responsibility of others to monitor, abate, contain or prepare the workplace as safe for our employees to work within or about. Otis will not be responsible for working with asbestos which may be disturbed or uncontained. Otis will not be responsible for any costs associated with delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

HAZARDOUS MATERIALS

You agree to notify Otis if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis' personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous material from the building, you agree to be responsible for such abatement, encapsulation or removal, and any governmental reporting, and in such event Otis shall be entitled to (i) delay its work until it is determined to Otis' satisfaction that no hazard exists and (ii) compensation for delays encountered.

MATERIAL RESPONSIBILITY

Otis maintains no responsibility for material delivered to the jobsite. The Customer is financially responsible for all cost to replace any damaged, stolen or missing material or equipment. Otis will not be responsible for deductibles on "Builder's Risk" insurance policies. Otis will provide a change order, police report and affidavits as needed to substantiate the claim. Otis will not procure replacement equipment until a signed change order is received.

LOCKOUT TAG OUT

In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be

engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.Otis.COM by (1) clicking on "The Americas" tab on the left side of the website; (2) choosing "US/English" to take you to the "USA" web page; (3) clicking on the "Otis Safety" link on the left side of the page; and (4) downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0", or the then most current version, both of which are in .pdf format on the right side of the website page. Customer agrees that it will disseminate these procedures throughout its organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at Customer's facility.

CONFINED SPACES

The machine room, hoistway, pit and mezzanine ("Elevator Spaces") may be considered Permit- Required Confined Spaces as defined by the Occupational Safety and Health Organization ("OSHA"), 29 C.F.R. § 1910.146(b) and § 1926 Subpart AA. Otis has a documented process to control or eliminate hazards and classify such Elevator Spaces as non-permit required confined spaces. In the event that the Customer, others, or unique site conditions or hazards (such as chemical manufacturing sites) require Otis to handle such Elevator Spaces as Permit-Required Confined Spaces, the Customer or owner will be responsible for supplying, at its expense, all resources, including monitoring, permitting, attendants and rescue planning associated with handling such Elevator Spaces as Permit-Required Confined Spaces. The Customer or owner is required to inform Otis of all known or potential hazards related to Elevator Spaces that Otis may be required to access prior to Otis performing any work in such spaces. Further, the Customer or owner is required to communicate any changes in the conditions associated with such Elevator Spaces or activities in or around such spaces that could introduce a hazard into such spaces.

Section 10



GENERAL REQUIREMENTS

EXAMINATION OF EQUIPMENT

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.

RE-MOBILIZATION

You agree to pursue and schedule the work by other trades in a timely manner so as to not interrupt our work. Should our crew(s) have to suspend work on the job to await the conclusion of work by others not party to this contract, we shall be entitled to a re-mobilization charge of **five thousand (\$5,000) dollars**. We shall also extend the stated durations to the extent that we are delayed.

INSURANCE

OTIS

Otis agrees to maintain General Liability coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, Automobile Liability in the amount of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage, Worker's Compensation in statutory limits. Employer's Liability in the amount of \$1,000,000 for Each Accident, Each Employee – Disease. We shall maintain worker's compensation and employers' liability insurance covering our liability for injury or death sustained by our employees, and comprehensive general liability insurance.

CUSTOMER

You shall insure that all risk insurance upon the full value of the Work and material delivered to the job site is maintained at no cost to us.

CERTIFICATES

If either party so requires, in writing, the other party shall furnish a copy of the certificates of insurance evidencing the above insurance coverages.

PRE-EXISTING CONDITIONS HYDRAULIC

We have not included for any additional costs associated with identifying or correcting car weights previously increased or decreased more than the ASME code allowance of 5% of original design.

PAYMENT AND SCHEDULE OF VALUES

You agree to be bound and pay in accordance with the supplied schedule of values. We shall be paid for our material delivery invoice prior to starting installation work. We shall be paid in full for all change orders and the base Contract amount (**no less than 95%**) prior to scheduling an inspection and/or turnover of the elevators to you for use. Otis reserves the right at its absolute discretion to discontinue work or not turn over elevators unless payments are current.

- Our quoted price is based on the "Initial Payment" equaling **fifty percent (50%)** of Contract award. This amount PLUS a fully executed subcontract must be received prior to releasing equipment for manufacturing or scheduling any other work. Refer to the "Schedule of Values" below.
- Otis will mobilize after the "Material Delivery Payment" is received. See "Schedule of Values" below.
- If Otis is directed by you to furnish any labor, service, or material that is outside of the mutually agreed upon scope of work of this Contract ("Out of Scope Work"), Otis may agree to perform such Out of Scope Work (1) subject to receipt of a written notice to proceed prior to commencement of any such Out of Scope Work; and (2) contingent upon receipt of a mutually agreed upon and executed change order within thirty (30) calendar days of such written notice to proceed. If the parties are unable to agree to terms that lead to the issuance of a mutually agreed upon and executed change order within such thirty (30) day period, Otis may suspend the Out of Scope Work. Notwithstanding any other provision, language, term or condition to the contrary, Otis shall not be liable for any project delays and/or damages, including but not limited to liquidated damages, associated with a delay in the issuance of a mutually agreed upon and executed change order.

SUBSTANTIAL COMPLETION/"LABOR PROGRESS PAYMENTS"

- This payment is due upon substantial completion of each modernized elevator. The "Labor Progress Payment" amount shown on the SOV is divided by the total number of elevators being modernized as a part of this Contract. Substantial completion is defined as a functional elevator that is acceptable by the authority having jurisdiction as useable for temporary or general use. Any agreed upon punch-list items will be corrected within a mutually agreeable timeframe. This payment, however, is still due upon substantial completion of each elevator.
- Final retention payment shall be due within thirty (30) days after acceptance of each elevator installation. Otherwise, warranties shall be suspended or terminated at Otis' absolute discretion.
- All change orders must be executed and paid prior to scheduling a final inspection and turnover of each elevator to customer.
- Otis will not agree to any language referencing or implying "pay when paid." This Contract is between Otis Elevator and referenced entity. The attached payment schedule ("Schedule of Values") is not contingent upon said entity's ability to be paid by others or any other factor or event not described above.
- A processing fee will be applied to credit card payments.

SCHEDULE OF VALUES:

SCHEDULE OF VALUES			
Base Contract Amount: \$165,000			
DUE DATE	DESCRIPTION	%	VALUE
Due within 30 days from date of invoice or prior to release of factory orders, whichever occurs first.	Engineering/Drawings/Mobilization "Initial Payment"	50%	\$82,500
Due within 30 days from date of invoice or prior to installation, whichever occurs first. Installation will not commence until this material payment is made.	Materials for project "Material Delivery Payment"	25%	\$41,250
Due within 30 Days from substantial completion of each elevator.	Installation labor "Labor Progress Payments"	25%	\$41,250

DOWN PAYMENT (OPTION)

☐ DISCOUNT SCHEDULE

- **Pre-Payment Discount** - Otis will offer the below discount schedule for larger pre-payment amounts:
 - **75% Pre-Payment** 1% discount off base bid
 - **90% Pre-Payment** 2% discount off base bid

LEAD TIME AND DURATION

We anticipate approximately 20-24 weeks manufacturing time from receipt of approvals and down payment.

Thereafter, we expect the modernization to take approximately 5-6 weeks per car. All work will be performed during our regular working hours of our regular working days, 6am-2:30pm Monday-Friday.

SCHEDULE

Our proposal is based on a delivery date of January 31st, 2026. If the delivery date is delayed 90 calendar days or greater, customer agrees to pay applicable factory material price increases. A fully executed change order and full payment of the price increase, in addition to full payment of the required down payment by Customer is required prior to the factory material being ordered and released. Additionally, if your project schedule changes and extends installation or completion of labor into a future year or year(s), Customer agrees to pay applicable labor escalation price increases. A fully executed change order regarding the labor escalation price increase must be executed prior to mobilization and the start of any work.

Due to current market conditions the availability of elevator installation labor is limited. If this proposal is not accepted within 30 days, prior to acceptance of any award Otis reserves the unilateral right to decline the award based on a review of the project schedule and our labor availability/commitments.

CODE CLARIFICATIONS

ASME A17.1 / CSA B44 (2016 or earlier): It is our understanding the International Building Code (IBC), 2018 Edition is NOT applicable to this project. Otis has included an emergency communication system that conforms to ASME A17.1 / CSA B44 (2016 or earlier), Requirement 2.27.1.1. It should be noted that at the present time there is a potential conflict concerning the emergency communication system requirements between IBC 2018 and ASME A17.1 / CSA B44 (Safety Code for Elevators and Escalators) and you agree to hold Otis harmless for any claim, loss, cost, or damage in connection with any such conflict.

Work By Others

Customer or owner will provide one (1) dedicated outside telephone line to the elevator machine room as described in the "Work by Others" section.

Section 11



ALTERNATES

ADD ALTERNATE #1 - NEW CAR INTERIOR

A new elevator car interior shall be provided. An allowance of \$20,000 per car is included with this add alternate price. The allowance does not include labor to remove the old car interior or install the new one.

ADD: Thirty-Five Thousand and 00/100 Dollars (\$35,000)

Please indicate your intention to choose this option by initialing here: _____

The extent of the work to be performed is either described above or in the attached specification which is incorporated into and made a part of this document.

BASE PRICE \$165,000 Plus Applicable Sales Tax

One Hundred Sixty-Five Thousand Dollars

This price is based on a **fifty percent (50%)** downpayment in the amount of \$82,500

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract, and us when accepted by you and our authorized representative through execution of this proposal; or by your authorizing us to perform work for the project and our commencing such work. The purchase price in the Contract is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases. This quotation is valid for thirty (30) days from the date of submission unless changed by us prior to a fully executed contract.

Accepted in Duplicated

Submitted by: _____
Orlando Medina

CUSTOMER

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

Name of Company: _____

OTIS ELEVATOR COMPANY

Approved by Authorized Representative

Date: _____

Signed: X _____

Print Name: _____

Title: _____

TERMS AND CONDITIONS

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described.

This quotation is subject to change or withdrawal by us prior to written acceptance.

We warrant to you that the work performed by us hereunder shall be free from defects, not inherent in the quality required or permitted, in material and workmanship for one (1) year from the date of substantial completion. Our duty and your remedy under this warranty are limited to our correcting any such defect you report to us within the warranty period by, at our opinion, repair or replacement, provided all payments due under the terms of this Contract have been made in full. All parts used for repair or replacement under this warranty shall be good quality and furnished on an exchange basis. Printed circuit boards used for replacement parts under this warranty may be refurbished boards. Exchanged parts become our property. This warranty excludes any damage due to ordinary wear and tear and any damage due to any reason beyond our reasonable control including but not limited to vandalism, abuse, misuse, neglect, modifications not performed by us, or improper or insufficient maintenance by others. THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE THE EXCLUSIVE WARRANTIES GIVEN: WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS CONTRACT ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

We shall perform the work during our regular working hours of our regular working days unless otherwise agreed in writing. You shall be responsible for providing suitable storage space at the site for our material.

You shall obtain title to the equipment furnished hereunder when final payment for such equipment is received by us. In addition, you shall be granted a license to use software incorporated into such equipment solely for operating such equipment and in accordance with the terms regarding licensing further below. Further, Customer shall not have the right to take title or possession of any of Otis' tools or machinery used by Otis in providing its services or work.

Any drawings, illustrations or descriptive matter furnished with the proposal are submitted only to show the general style, arrangement and dimensions of the equipment.

Payments shall be made pursuant to the payment schedule above and on the following terms: If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered, if any, and labor performed through the end of the month less the agreed upon retainage and the aggregate of previous payments. We shall be paid in full for all change orders and no less than the percentage base contract amount stated above prior to scheduling an inspection and/or turnover of the elevators to you for use. The retainage shall be paid when the work is completed. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.

Any material removed by us in the performance of the work shall become our property.

Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with adequate electrical power at no cost to us with a safe place in which to work, and we reserve the right to discontinue our work in the building whenever in our opinion working conditions are unsafe. If overtime work is mutually agreed upon and performed, an additional charge thereof, at our usual rates for such work, shall be added to the Contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our current labor rates. We disclaim any responsibility for claims or damages associated with elevator service interruptions caused by or resulting from work performed by you or others retained by you to perform work.

We shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Contract may be used by us as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC-1 form or any other document reasonably requested by us for that purpose.

Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this Contract and assume no responsibility for any part of your equipment except that upon which work has been done under this Contract.

We do not agree under our warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any cause beyond our control.

We shall conduct, at our own expense, the defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall at our option, (i) procure for you the right use of the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage or obsolescence.

Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages or losses of any kind including, but not limited to, loss of revenues, loss of profits, loss of rents, loss of good will, loss to business opportunity, or harm to business reputation, in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. We will use commercially reasonable efforts to complete the work set forth herein with minimal disruption to elevator service for you and your tenants (as applicable). Notwithstanding the foregoing, the parties acknowledge that delays and disruptions in service are a normal result of the type of work described herein, and notwithstanding any other representations, warranties or indemnity obligations hereunder, we will have no liability for any direct or indirect damages resulting from interruptions in elevator service during the performance of our obligations. Neither party's liability to the other for any reason arising from this Contract shall exceed the value of the Contract.

Otis shall not be liable for any loss, damage, or delay nor be found to be in default or breach due to any cause beyond its reasonable control including, but not limited to acts of God or nature: fire; explosion; theft; floods; water; weather; traffic conditions; epidemic, pandemic, quarantine or other local, state, or federal government action in response thereto; sabotage; national emergency; act of terrorism; earthquake; riot; civil commotion; war; vandalism; national or local labor strikes, lockouts, other labor disputes; misuse, abuse, neglect, mischief, or work by others (collectively "Causes Beyond Otis' Reasonable Control"). Otis shall be allowed a reasonable amount of additional time for the performance of the Work due to Causes Beyond Otis' Reasonable Control. Otis' ability to maintain scheduled job progress is further conditioned upon the timely furnishing to Otis by Customer of completed and code compliant hoistway(s) (wellway) and machine rooms, necessary approvals and power of proper characteristics for Otis' uninterrupted use.

The products and/or services being provided may result in the collection of Personal Information. The Parties will comply with applicable Data Privacy Laws as they pertain to personal information processed in connection with activity under this Contract. "Personal Information" shall mean information and data exchanged under this Contract related to an identifiable natural person. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing. "Controller" shall mean the party that determines the purposes and means of processing Personal Information. With respect to any Personal Information provided by you to Otis, you shall be the Controller and you warrant that you have the legal right to share such Personal Information with Otis and you shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law. Once you have lawfully provided Personal Information to Otis, you and Otis shall become co-Controllers. Otis may share such Personal Information internally, across borders and with service providers in accordance with applicable Data Privacy Laws. Otis transfers information subject to the corporate rules of its parent company. Otis may store Personal Information provided by you on servers located and accessible globally by Otis and its parent and their services providers. The parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said party shall take reasonable commercial steps to immediately notify the other party.

Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort, in warranty or otherwise, shall not exceed the price for the equipment or services rendered.

It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment furnished hereunder is periodically inspected.

By accepting delivery of parts incorporating software you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others.

except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exists (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation.

This Contract constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Contract shall not be binding upon either party unless agreed to in writing by an authorized representative of each party. Both parties agree that any form issued by you that contains any terms that are inconsistent with those contained herein shall not modify this Contract, nor shall it constitute an acceptance of any additional terms.

9/25/26

Terry Hall
Executive Assistant
Town of Winchester

Elevator Modernization – Work By Others
Winsted Town Hall
338 Main St
Winsted, CT

We are pleased to provide our proposal at the above referenced project as follows:

General:

- Installation of Elevator Machine Room signage, per code.
- Adjustment of Elevator Machine Room door to be self-closing, per code.
- Installation of ABC fire extinguisher in the machine room.
- Installation of mini split AC unit in the elevator machine room to maintain temperature control.
- Patching in the machine room, hoistway, and pit to maintain fire rating.
- Patching hoistway ceiling to fix old water damage.
- Cleaning and removal of debris in elevator pit.
- Legal disposal of old hydraulic fluid. Elevator company to place old oil into 55 gallon drums.
- Removal, prepping, and replacement of elevator cab flooring.
- Patching around new call buttons and position indicators as necessary.
- Painting of the elevator machine room for light reflection.
- Storage included.
- Dumpster fees included.

Electrical:

- Machine Room:
 - replacement of one existing light fixture with one 4' LED light fixture. Installation of one additional LED light fixture.
 - installation of additional 20 amp, 120 volt circuits to the elevator machine room.
 - Installation of one 20A dedicated GFI receptacle.
 - installation of one 30 amp, heavy duty disconnect for the cab lights.
 - installation of one Cat. 6 cable from the phone demarcation to the elevator controller. It is the owner's responsibility to coordinate the installation of the actual phone number/line with their phone service provider.
 - replacement of the existing 200A mainline disconnect switch with a 200A, heavy duty disconnect switch with auxiliary contacts for battery lowering.
- Elevator Pit:
 - installation of two 4' LED light fixtures, and one GFI receptacle in the elevator pits.

WE ARE AN AFFIRMATIVE ACTION EQUAL OPPORTUNITY EMPLOYER

17 Town Line Rd.
Wolcott, CT 06716

www.jarosa.com
MCO.0901983

Telephone 203-879-3495

- Elevator Recall:
 - installation of one addressable smoke detector, and three relays for elevator recall in the elevator machine room.
 - installation of one addressable smoke detector in each of the four elevator lobbies.
 - removal of existing stand alone elevator recall system.
 - it may be deemed necessary by the authority having jurisdiction that additional fire alarm devices are required, if so, additional costs will be incurred by the owner.
- Split Unit:
 - installation of feed and wiring of condensing unit for split system.
- Work to be performed during normal business hours.
- Due to the volatility of material pricing, this quote is valid for 30 days. After 30 days, the quote will need to be revised.

Exclusions:

- Removal of hazardous materials not included.
- Elevator operator time not included. Please account for 3 days of needed time. Elevator contractor to bill owner directly for operator time.
- Stamped drawings not included.
- Permit fees not included.
- Prevailing wage not included.
- Pit ladders not included. Elevator contractor to provide and install.
- Taxes not included.

Total price of all work listed above (sales tax not included):

Seventy nine thousand five hundred six 00/100.....\$79,506.00

Regards,

Christopher Lavorgna

Christopher Lavorgna
Vice President of Operations/Member

WE ARE AN AFFIRMATIVE ACTION EQUAL OPPORTUNITY EMPLOYER

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Wolcott, CT 06716

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BOARD OF SELECTMEN ACTION REQUEST

No.: 26-51

Date: October 5, 2026

Topic: New Business – Authorization for Final ARPA Closeout Project

From: Paul Harrington, Town Manager & CEO

Background: Following a review of ARPA subprojects, the Town has identified \$32,000 in remaining available funds. Federal guidelines require all ARPA funds to be fully expended by December 31, 2026, with unused funds returned to the federal government. Practically, the Town must complete spending by November 30 to allow December for final payments, reconciliation, and program closeout. At this late stage, the Town also cannot initiate new ARPA projects.

To maximize the Town's remaining ARPA investment, staff identified an existing improvement that can be completed within the less than two months remaining, requires minimal administration, avoids new bid-intensive or complex procurement, addresses capital needs that would otherwise fall to a future Town budget, and provides high operational and public utility. The Town seeks to add the remaining ARPA funds to the existing Town Hall Public Meeting Rooms Upgrade project to modernize the Blue Room, building upon the improvements completed in the Hicks Room.

Requested Action: I ask that the Board of Selectmen authorize the allocation of the remaining \$32,000 in ARPA funds to the existing Town Hall Public Meeting Rooms Upgrade project to complete the modernization of the Blue Room.

Fiscal Implications: The project will be funded entirely with federal ARPA funds, requiring no local tax funding and creating no current or future impact on the mill rate. This provides a rare opportunity to make lasting improvements to Town Hall using one-time federal funding while completing capital work that would otherwise need to be included in a future capital budget, thereby defraying future costs to local taxpayers.

Manager's Recommendation: I recommend that the Board of Selectmen authorize the allocation of the remaining \$32,000 in ARPA funds to the existing Town Hall Public Meeting Rooms Upgrade project to complete the modernization of the Blue Room.

Recommended Motion: *"I move that the Board of Selectmen authorize the allocation of the remaining \$32,000 in ARPA funds to the existing Town Hall Public Meeting Rooms Upgrade project to complete the modernization of the Blue Room."*

Attachments: Subproject Estimate

Blue Room Modernization Estimate

Audio/Video System		11,000.00
Flooring		6,590.00
Chairs	250	3,000.00
Conference Table		8,058.00
Historical Artwork		1,000.00
Window Shades		1,600.00
Window Valances		300.00
Lighting		300.00
Contingency		<u>152.00</u>
		32,000.00



**TOWN OF WINCHESTER
BOARD OF SELECTMEN**

**MEETING SCHEDULE
2027**

Board of Selectmen's meetings are the 1st and 3rd Monday of
every month unless that Monday falls on a Holiday then it will be
the following Tuesday

January 04, 2027
January 19, 2027 (Tuesday)

August 02, 2027
August 16, 2027

February 01, 2027
February 16, 2027 (Tuesday)

September 07, 2027 (Tuesday)
September 20, 2027

March 01, 2027
March 15, 2027

October 04, 2027
October 18, 2027

April 05, 2027
April 19, 2027

November 01, 2027
November 15, 2027

May 03, 2027
May 17, 2027

December 06, 2027
December 20, 2027

June 07, 2027
June 21, 2027

July 06, 2027 (Tuesday)
July 19, 2027

Town of Winchester – City of Winsted

Winchester Town Hall
338 Main Street
Winchester, CT 06098



Phone 860-379-2713
Fax 860-738-7053
www.townofwinchester.org

Office of the Town Manager

TO: Board of Selectmen
FROM: Paul Harrington, Town Manager
RE: Town Hall Access Control System Upgrade
DATE: October 1, 2026

Purpose

I am requesting the Board of Selectmen's consideration of an upgrade to the Town Hall electronic access control system. The proposed system would provide cloud-based management of Town Hall doors, improve security and administrative control, and, most importantly, provide more convenient public access to meetings and activities held in Town Hall after normal business hours.

Current Situation

Currently, when Town Hall is closed and a public meeting or other event is taking place, members of the public may need to enter through the Police Department lobby and use the elevator to access other portions of the building.

While this arrangement provides controlled access to the building, it is not the most convenient or welcoming process for residents attending evening meetings. It also unnecessarily directs members of the public through the Police Department simply to attend a municipal meeting.

The proposed access control system would allow the Town to manage designated doors remotely through a cloud-based platform and establish schedules for when individual doors are locked or unlocked.

Proposed Operation

My goal would be to review the Town Hall meeting schedule each Monday and program the building's doors for the upcoming week.

For example, if a Board, Commission, or Committee has a meeting scheduled for Monday evening, the appropriate entrance could automatically unlock shortly before the meeting and automatically lock again at a predetermined time after the meeting.

This would allow residents to enter Town Hall through the appropriate public entrance rather than having to enter the Police Department lobby and use the elevator.

The cloud-based system would also provide the Town with greater flexibility. Authorized personnel could manage access remotely when schedules change, meetings are cancelled, or unexpected access is required.

Proposed System and Cost

The vendor has provided two not-to-exceed options:

Option 1 – \$15,000 NTE

This configuration includes:

- Two 4-port controllers
- 50 key fobs
- 50 access cards
- 10 mobile credentials
- One-year cloud subscription
- Installation

The Town currently has six controlled access points, including the elevator. This configuration would provide capacity for up to eight doors, allowing two additional doors to be added without requiring additional controller hardware.

Option 2 – \$17,000 NTE

This configuration would utilize two 8-door controllers. The initial installation would continue to address the currently identified doors, but the larger controllers would provide significantly greater capacity for future expansion without requiring replacement or additional controller hardware.

The first year of the cloud subscription is included with either option. Beginning in the second year, the annual cloud subscription would be **\$960 per year**. Three-year and five-year subscription options are also available.

Benefits to the Town

This project would provide several benefits:

- **Improved public access:** Residents attending evening meetings would have a more direct and convenient way to enter Town Hall.
- **Reduced reliance on the Police Department entrance:** Members of the public would no longer routinely need to pass through the Police Department lobby simply to attend a meeting elsewhere in the building.
- **Cloud-based management:** Authorized staff could manage doors and access schedules remotely.

- **Automatic scheduling:** Doors could be programmed in advance based upon the Town's weekly meeting calendar.
- **Improved security:** Access could remain limited to the specific doors and times necessary for a meeting rather than requiring broader access to the building.
- **Flexibility:** Changes to meetings or building access could be addressed without requiring someone to physically travel to Town Hall to unlock or secure a door.
- **Future expansion:** The system could accommodate additional doors as the Town's needs evolve.

Recommendation / Board Direction

I believe upgrading the Town Hall access control system would be a worthwhile investment in both building security and customer service.

The primary objective is straightforward: Town Hall should remain secure while also being easily accessible to residents who come here to participate in their local government.

With cloud-based scheduling, we can review the upcoming meeting calendar each Monday, program the appropriate entrances for that week's meetings, and have those doors automatically unlock and relock at the appropriate times.

This would eliminate an unnecessary inconvenience for the public while giving the Town greater control over building access.

At this point, I am looking for directions from the Board. Would the Board like to see a more formal proposal and RFP process developed to move this project from discussion to action?