

TOWN OF WOLCOTT
INVITATION TO BID
#19-11 WORKSHOP/SHED

DO NOT CALL THE WOLCOTT TOWN HALL REGARDING THIS NOTICE

The Town of Wolcott invites bids from qualified vendors to supply and install a 12' x 30' Workshop/Shed to be used as a Pro-Shop at the Farmingbury Hills Country Club. Bid submittal instructions and specifications may be requested from Natalie Clark by email to nclark@wolcottct.org. Please put "19-11 WORKSHOP/SHED" in the subject line of email requests. Sealed bids, including mailing envelopes and/or delivery containers will be clearly marked "19-11 WORKSHOP/SHED", will show the name and address of the bidder and must be received in the Finance Office, Wolcott Town Hall, 10 Kenea Ave., Wolcott, CT 06716, by 11:00 AM, Wednesday, January 23, 2019. Bids will be opened & read in public immediately following the bid closing time in the Council Chambers, Wolcott Town Hall.

THE TOWN OF WOLCOTT IS AN EQUAL OPPORTUNITY EMPLOYER

TOWN OF WOLCOTT



INVITATION TO BID #19-11 WORKSHOP/SHED

PUBLISHED: SUNDAY, JANUARY 6, 2019

BID DUE: 11:00 A.M., WEDNESDAY, JANUARY 23, 2019

***PLEASE DO NOT CALL THE WOLCOTT TOWN HALL
WITH QUESTIONS REGARDING THIS INVITATION TO BID***

SCOPE OF WORK

Provide and construct one 12' x 30' Workshop/Shed to be used as a Golf Pro-Shop for The Town of Wolcott's Farmingbury Hills Country Club. Please see included specifications and rough drawing.

*****THIS PROJECT MUST BE COMPLETED AND READY FOR USE BY MARCH 22, 2019*****

MINIMUM EQUIPMENT GUARANTEE

All materials and labor furnished must be guaranteed for one (1) year from date of installation including above listed components.

SUBMITTAL INSTRUCTIONS & INFORMATION

Sealed bids, including mailing envelopes and/or shipping containers, will be clearly marked "#19-11 WORKSHOP/SHED" will show the name & address of the bidder, and will be delivered to Natalie Clark, Finance Office, Wolcott Town Hall, 10 Kenea Ave., Wolcott, CT 06716 by 11:00 A.M., January 23, 2019.

Bids sent by email or fax are not acceptable. Bids received late or delivered to other locations will be disqualified.

The Town of Wolcott reserves the right to change the submittal time and submittal date of the bids.

Bids will be opened and read publicly immediately following the bid closing time in the Council Chambers, Wolcott Town Hall.

Bidders are cautioned to allow sufficient time to ensure the timely delivery and correct delivery location of their proposals. The Town is not responsible for the failure of delivery services to deliver the bids to the correct location by the specified time. The Town is not responsible for bids not arriving at the prescribed time and place due to insufficient postage.

Hours of operation at the Wolcott Town Hall are Monday through Wednesday 8:00 A.M. to 4:30 P.M., Thursday 8:00 A.M. to 5:30 P.M. and Friday 8:00 A.M. to 12:00 noon. The Town reserves the right to change the final due date and time for the bids. In the event Town Hall is unexpectedly closed (ie. weather related, etc.) the bid opening will take place on the next business day, in the same location at the same time as originally stated. *****PLEASE NOTE: WOLCOTT TOWN HALL WILL BE CLOSED ON MONDAY, JANUARY 21, 2019 IN OBSERVANCE OF MARTIN LUTHER KING DAY.**

All forms must be properly and completely filled out. All forms must be signed by an authorized principal or agent of the bidder. Any exception which a bidder proposes must be on a separate attachment, identified properly as such and properly signed.

In submitting this bid, it is agreed that it (the bid) may not be withdrawn for a period of 90 days from the opening thereof.

The Town of Wolcott reserves the right to reject any and all bids, waive any irregularities, omissions, excess verbiage or technical defects in the bids, and the Town need not necessarily award the contract to the vendor submitting the lowest bid, if, in the opinion of the Town, it would be in the best interests of the Town of Wolcott to accept other than the lowest bid because of another vendor's greater expertise and/or experience.

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The Town is exempt from the payment of Federal Excise Tax and CT Sales and Use Tax. These taxes must not be included in bid prices nor added to any items specified.

The Town of Wolcott Ordinances # 77 "Ordinance Establishing Uniform Standards Applicable to the Public Bidding Process" and # 92 "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town Contracts and Vendor Payments" will be in force for the purposes of proposal evaluation. (Copies included in this bid package)

To preserve the integrity of the bid process, all questions regarding commercial and/or technical items must be emailed to Natalie Clark, Accounting and Purchasing, nclark@wolcottct.org. Please put "#19-11 WORKSHOP/SHED" in the subject line of emailed questions. Questions and the respective answers will be provided to all potential bidders who have requested the bid package. Questions will be answered as promptly as possible. The deadline for presenting questions is 4:00 P.M. Thursday, January 17, 2019.

The Town of Wolcott will not be responsible for and hereby disclaims any alleged oral instructions or contract interpretations given to potential bidders. Potential bidders are prohibited from contacting any other Town of Wolcott employee, officer or official concerning this ITB. A firm's failure to comply with this requirement will result in disqualification.

Potential bidders are advised to become familiar with all conditions, instructions and specifications governing this invitation. Once the award has been made, failure to have read all the conditions, instructions and specifications of this invitation and any subsequent contract, shall not be cause to alter the original contract or request additional compensation.

The Town may make such investigations, as it deems necessary to determine the ability, qualifications, and experience of the bidder to perform. The bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

Upon the award of the Bid, a W-9 form must be completed and returned along with a Certificate of Insurance (see Insurance Requirements below).

All invoices shall include:

Complete name and billing address
Invoice number and date
Purchase order number
Itemized description of services and/or material supplied
Adjustments, if applicable
Quantity, unit, unit price, and extended amount

***The Town makes payment 45 days from the date of invoice receipt (items must be received in full to process invoices).

INSURANCE REQUIREMENTS

The successful Bidder shall be required to furnish to the Town of Wolcott a certificate of insurance within five (5) days of notification of award. Any changes in insurance coverage will require thirty (30) day notice to the Customers. Insurance coverage must include the Town of Wolcott as an additional insured. The required insurance coverage is:

Limits of Liability for each required line of coverage shall be at least:

- I. Commercial General Liability
\$1,000,000; each occurrence. \$2,000,000; aggregate.
- II. Automotive Liability (including owned vehicles, hired vehicles, and non-owned vehicles)
Limits of liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. Combined single limit
- III. Excess Liability-Umbrella Form
Limits of Liability shall combine bodily injury and property damage:
\$1,000,000; each occurrence. \$3,000,000; aggregate
- IV. Worker's Compensation Insurance
Limit of Liability shall be the statutory limit of \$100,000 each accident,
\$500,000 disease policy limit and \$100,000 disease each employee

All of the above policies will be endorsed to include a 30-day prior notice of cancellation, termination or modification to the Town of Wolcott, CT. All of the above policies shall name the Town of Wolcott, CT, the officials, employees, agents, and servants of the aforementioned, as additional insureds.

No work will be performed on Town of Wolcott property until all of the required insurance certificates are submitted to and approved by the Town of Wolcott Municipal Finance Officer.

Purchases are contingent upon funding.

NOTICE TO BIDDERS

The Town of Wolcott, Connecticut, is an Equal Opportunity Employer. The Town has made it a matter of policy that it will not transact business with firms, which are not in compliance with all Federal and State statutes and Executive Orders pertaining to nondiscrimination. In order for the Bidder to be placed on the Town's acceptable Vendors List and thereby be eligible for consideration as a source for goods and services, the Bidder must complete the below Affirmative Action statement.

STATEMENT OF POLICY

It is the employment policy of _____ (this "Firm")
that there shall be no discrimination against anyone on the grounds of race, creed, national origin, sex or age, in the hiring, upgrading, demotion, recruitment, termination, and selection for training. In addition, this Firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Name of Firm: _____

Address: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

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NON-COLLUSION STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor or materials, supplies, equipment, or services described in the Advertisement for Bids, designed to limit independent bidding or competition, and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.

BIDDER: By: _____

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity or group of individuals. In witness whereof, the undersigned has caused this proposal to be executed this ____ day of _____, 2018.

Name of Firm: _____

Address: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

INDEMNIFICATION AND SAVE HARMLESS AGREEMENT

The Contractor agrees to indemnify and save harmless the Town of Wolcott, CT, its employees, agents and servants, from any liability, claim, expense, cause of action, loss or damage whatsoever, for any injury, including death to any person or property; whether covered by insurance or not, unless such injury or damage is caused by the sole negligence of the Town of Wolcott, its agents or servants. The Town of Wolcott shall be held harmless specifically for attorney's fees and the Contractor is expressly obligated to defend any and all claims that shall arise through this contract.

Bidder's Signature: _____ Date: _____

TAXES, LICENSES, PERMITS AND CERTIFICATES

The Contractor shall pay all sales, use, property, income and other taxes that are lawfully assessed against the Contractor in connection with the Contractor's facilities and the work included in the contract. By law, the Town of Wolcott is exempt from paying Federal Excise Tax, State and Local taxes.

The Contractor shall secure, at its own expense, all necessary permits, licenses and certificates of authority required to complete the work, and shall comply with all requirements of such permits, licenses and certificates of authority to operate. The Contractor shall keep and maintain all such licenses, permits and certificates of authority in full force and effect throughout the term of this contract.

QUALIFICATIONS OF BIDDERS

The Town may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

The bidder must hold the current appropriate State of Connecticut license(s).

The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted.

No award will be made to any bidder who cannot meet all of the following requirements. He or she shall:

1. Not have defaulted on any contract within three years prior to the bid date
2. Maintain a permanent place of business
3. Have adequate personnel and equipment to perform the work expeditiously
4. Have suitable financial status to meet obligations incident to the work
5. Have appropriate technical experience in the class of the work involved
6. Have completed previous contracts on time
7. Have a minimum of five (5) years of experience as a business
8. Provide evidence of having the required insurance coverages

When it is determined that a bidder's proposal is unacceptable, the bidder shall not be allowed an additional opportunity to supplement its proposal.

CONDITIONS OF WORK

Each bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the construction activities set forth in his bid. Insofar as possible, the contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

The contractor shall keep himself fully informed and comply with all the laws, ordinances and regulations of the Federal, State and Municipal Governments in any manner affecting his employees, or the conduct of the work, the materials used or equipment employed in the work.

LOCATION OF WORK

The work herein specified is located at the Farmingbury Hills Country Club in the Town of Wolcott, CT.

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The undersigned certifies that he/she has read and understands all of the provisions of the specifications. Any exceptions to the specifications are noted below and/or on a separate sheet of paper and made part of this bid.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

FOR: _____
(Bidder Company name, printed)

NUMBER & STREET _____

TOWN/CITY: _____ STATE: _____ ZIP: _____

PHONE NUMBER: _____ CELL PHONE: _____ FAX NUMBER: _____

EMAIL: _____

DISQUALIFICATION OF BIDDERS

More than one proposal from an individual, a firm or partnership, a corporation or an association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such bidder is interested. Any and all proposals will be rejected if there is a reason for believing that collusion exists among the bidders, and all participants in such collusion will not be considered in future proposals for the same work.

COMPLIANCE WITH APPLICABLE LAWS, ORDINANCES AND REGULATIONS

The Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules and regulation during the term of this contract.

GENERAL

The Town may make such investigations, as it deems necessary to determine the ability, qualifications, and experience of the bidder to perform. The bidder shall furnish to the Town all such information and data for this purpose as the Town may request.

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SPECIFICATIONS:

DETAILS	(COLOR)
SHED:	DOOR:
ROOF:	SHUTTER:
CORNER	TRIM (Around Door):
TRIM:	TRIM (On Door):
FASCIA TRIM:	WINDOW TRIM:

DESCRIPTION (or EQUIVALENT)

12' x 30" Workshop/Shed with T111 Siding

Pressure treated skids

2 x 4 Floor joists 16 in. O.C.

Floor to be treated plywood and 2 x 4 12 in. O.C.

Floor insulation - double layer of 1 in. foam board

2 x 4 Walls and trusses 16 O.C.

7' High walls

6 ft. double white pre-hung door with 9 lite glass - door on front of building

6/12 roof pitch

8 in. overhang all around

30 year architectural shingles

(2) 36 x 54 white vinyl single hung thermo windows (NOT approved egress) - windows for work area & office (gable end)

(2) 36 x 40 white vinyl single hung thermo windows (NOT approved egress) - windows mulled together for eave side of office

(4) 36 x 40 white vinyl single hung thermo windows (NOT approved egress) - for rear eave of building and gable opposite office and work area

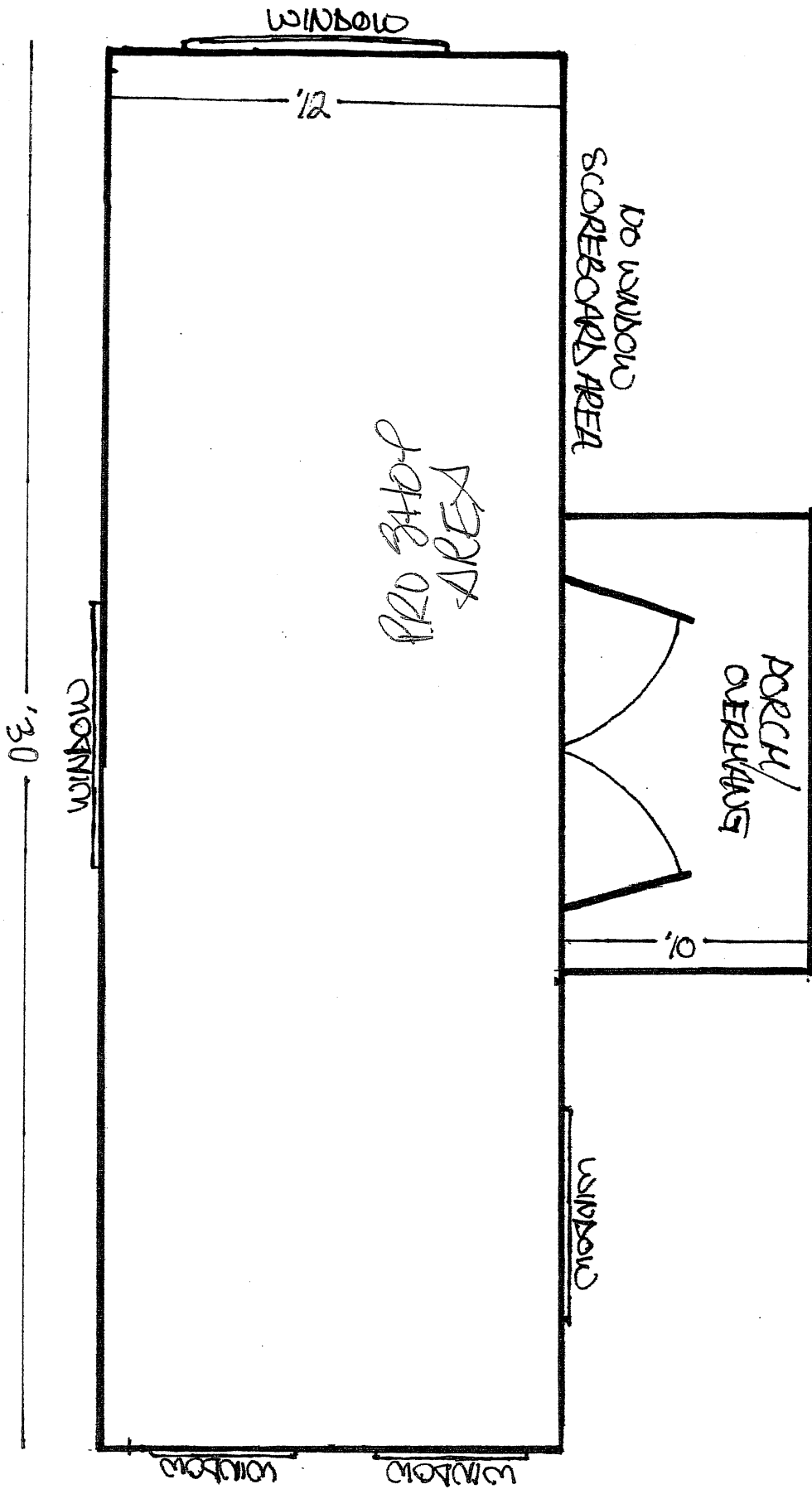
All windows to include screens and painted Z shutters

Ridge Vents

Vented Soffits (if painted building)

Eave Porch over front door 10 x 10 Porch area - Treated 2 x 6 Floor and porch posts

Shipping



BID PRICING SCHEDULE

PLEASE POSITION THIS PAGE AS THE FIRST PAGE OF YOUR BID PACKAGE

The following bid is submitted to the Town of Wolcott, CT for a Shed as defined in the 19-11 WORKSHOP/SHED specifications:

\$ _____ \$ _____
(TOTAL IN NUMBERS) (TOTAL IN WORDS)

Warranties: _____

Delivery time from date of bid: _____ days

Bid prices are to remain firm for 90 days from the date of the bid opening.

Company Name _____ Authorized Agent and/or Title _____

Date _____ Phone _____ Cell Phone _____

The undersigned certifies that he/she has read and understands all of the provisions of the specifications.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

FOR: _____
(Bidder Company name, printed)

NUMBER & STREET: _____

TOWN/CITY: _____ STATE: _____ ZIP CODE: _____

PHONE NUMBER: _____ CELL PHONE: _____ FAX: _____

EMAIL: _____

ORDINANCE 75

AN ORDINANCE ESTABLISHING UNIFORM STANDARDS APPLICABLE TO THE PUBLIC BIDDING PROCESS BE IT ORDAINED THAT:

SECTION 1

STATEMENT OF PURPOSE

The purpose of this ordinance shall be:

To establish uniform standards and to clarify those procedures which shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter of the Town of Wolcott.

In recognition of the compelling need to stimulate the economy and to enlarge the tax base of the Town of Wolcott, to provide, as part of said uniform standards and procedures, a preference to Town-Based Businesses, as hereinafter defined, in the awarding of certain municipal contracts in an amount not exceeding Two Hundred Thousand and 00/100 Dollars (\$200,000.00).

SECTION 2

**STANDARDS AND PROCEDURES APPLICABLE TO THE AWARD OF ALL MUNICIPAL CONTRACTS
PURSUANT TO SECTION 707(c) OF THE CHARTER**

Subject to the special procedure hereinafter provided in Section 3 of this ordinance, any contract awarded as a result of the Public Bidding Procedure provided in Section 707(c) of the Charter shall be awarded to the lowest responsible qualified bidder unless the Municipal Finance Officer shall determine in writing that to do so would not be in the best interests of the Town of Wolcott.

In making said determination, the Municipal Finance Officer shall be guided by the following considerations:
The ability, capacity and skill of the bidder to perform the contract or to provide the service required.
Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.

The character, integrity, reputation, judgment, experience and efficiency of the bidder.

The quality of performance by the bidder of previous contracts or services.

The previous and existing compliance by the bidder with those federal or state statutes and local ordinances, if any, relating to the contract or service.

The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service. The quality, availability and adaptability of the supplies, or contractual services to the particular use required. The ability of the bidder to provide future maintenance and service for the subject of the contract.

(C) The Municipal Finance Officer may require a performance bond as a condition before entering into any contract in such amount as said Officer shall find reasonably necessary to protect the interests of the Town.

SECTION 3

SPECIAL PROCEDURE APPLICABLE TO BIDS SUBMITTED BY TOWN-BASED BUSINESSES

Town-Based Business: For the purposes of this ordinance, "Town-Based Business" shall mean any organization having its principal place of business located within the Town of Wolcott. To be considered a Town-Based Business eligible for the benefits provided in this Section, any bidder must submit, in addition to a bid, evidence satisfactory to the Municipal Finance Officer that said business in fact has its principal location within the Town of Wolcott. Such evidence may include, but is not limited to, the long term lease or ownership of business property from which said

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business is operated or the payment of property taxes on the personal property of said business to be used in the performance of the bid.

Determination of the Lowest Responsible Qualified Bidder: The lowest responsible qualified bidder shall be determined in the following order: (1) Subject to the standards provided in Section 2(B) of this ordinance, any Town-Based Business which is a responsible and qualified bidder and which has submitted a bid in an amount not more than five-percent (5%) higher than the low bid shall be awarded the contract in the amount of the low bid.

If no Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the contract shall be awarded to the lowest responsible qualified bidder.

If more than one responsible and qualified Town-Based Business has submitted a bid in an amount not more than five-percent (5%) higher than the low bid, then, subject to the standards provided in Section 2(B) of this ordinance, the lowest responsible qualified bidder shall be that one of the Town-based bidders which has submitted the lowest bid who shall then be awarded the contract in the amount of the low bid.

(C) Limitations and Exceptions: The bidding procedure provided in this Section shall apply to the award of all municipal contracts which are subject to the Public Bidding Procedure provided in Section 707(c) of the Charter except for the following:

Those of such contracts in an amount which is in excess of Two Hundred Thousand and 00/100 Dollars (\$200,000.00). Those of such contracts which are funded, entirely or in part, by State or Federal grants-on-aid.

SECTION 4
INVITATIONS TO BID

All invitations to bid extended to prospective bidders in the award of all municipal contracts subject to the Public Bidding Procedure provided in Section 707(c) of the Charter shall include a reference to and shall be issued subject to the provisions of this ordinance.

SECTION 5
SEVERABILITY


If any provision of this ordinance is declared invalid, that decision shall not affect the remaining provisions of this ordinance, which shall continue in full force and effect.

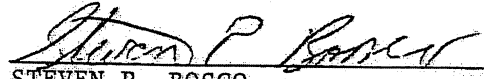
SECTION 6
EFFECTIVE DATE

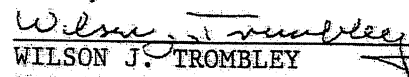
This ordinance shall be effective thirty (30) days after publication as required by Section 7-157 of the Connecticut General Statutes, as amended.

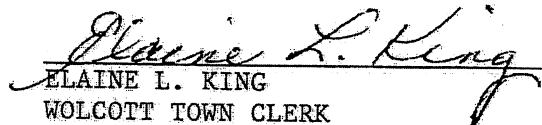
Approved by the Town Council, Town of Wolcott, this 20th day of September, 1994.

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EUGENE A. MIGLIARO, JR.
MAYOR, TOWN OF WOLCOTT
DATE: 9-20-94


STEVEN P. BOSCO
CHAIRMAN, WOLCOTT TOWN COUNCIL
DATE: 9/20/94


WILSON J. TROMBLEY
WOLCOTT TOWN ATTORNEY
DATE: 9-20-94


ELAINE L. KING
WOLCOTT TOWN CLERK
DATE: 10/27/94

Date Published: September 27, 1994

Effective Date: October 27, 1994

ORDINANCE 92

ORDINANCE CONCERNING DELINQUENT TAXES AND DENIAL OF PERMITS, TOWN CONTRACTS AND VENDOR PAYMENTS:

BE IT ORDAINED by the Town Council of the Town Wolcott, in a meeting duly assembled, that the following ordinance is adopted:

PREAMBLE

The purpose of the following Ordinance is to establish fair and equitable guidelines for all taxpayers and to aid in the efficient operation of municipal government and its agencies within the Town of Wolcott. It is the intent of the Town of Wolcott that all taxes must be paid in full before any Contract is awarded, permits are issued, or vendors are paid. It is not the intent of this Ordinance to punish or penalize any taxpayer but rather to be fair to all paying taxpayers by encouraging the payment of outstanding taxes.

SECTION 1:

For the purpose of this ordinance, the following definitions shall apply:

"Delinquent amounts" shall refer to any delinquent real or personal property taxes, any delinquent sewer assessments or usage charges, or any delinquent water "" assessments or usage charges; and any interest, fees and charges thereon.

"Person" shall mean any individual, firm, company, limited liability company, partnership, association, society, corporation, group, or other entity or any officer, director, member (managing or otherwise), stockholder, agent, or partner of said firm, company, limited liability company, partnership, association, society; corporation, group or other entity.

SECTION 2:

No official or agent of the Town of Wolcott, or any member of any board, office, department, commission or agency thereof shall issue a certificate of occupancy, zoning, building, inland wetlands, driveway or any other permit for the use of or improvements to real property to any owner thereof or other applicant from whom any delinquent amounts are owed to the Town of Wolcott or for any real property for which any delinquent amounts are owed to the Town, except as provided in Section 4 below.

At the time any such application for a certificate or permit is filed, the applicant shall submit to the appropriate Town Official having authority to issue such certificate or permit, sufficient written evidence from the Wolcott Tax Collector that there are no delinquent amounts due to the Town from the owner of the real property for which said application is made and from the applicant if other than the owner.

This section shall not be deemed to apply to those applications for permits which involve repair or construction work ordered by a public agency or for emergency work to be performed for public health and/or safety concerns, nor shall it apply to those applicants who are making improvements to their real property with loans or grants received under any

SECTION 3:

No payment shall be made by the Treasurer of the Town of Wolcott or by any other Town Official, department head, employee, board, commission or agency to any person who has sold goods or provided services to the Town or to any board, office, department, commission or agency thereof, if, at the time said payment is due, it is determined that said person owes delinquent amounts to the Town, provided that no such payment to be withheld shall exceed the delinquent amounts owed at the time of the withholding. Any such sums withheld pursuant to this section shall be paid to the Tax Collector and applied against the outstanding delinquent amounts owed by such person, first to any outstanding interest, fees and charges and then to the outstanding principal balance. This section shall not apply

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to the payment of wages to employees of the Town of Wolcott, or any board, office, department, commission, or agency thereof.

SECTION 4:

Notwithstanding anything provided hereinbefore to the contrary, no certificate or permit under Section 2 hereof shall be withheld if the person owing said delinquent amounts has entered into a written agreement with the Town of Wolcott, by and through the Wolcott Tax Collector, which shall provide for an immediate payment to the Town of all outstanding interest, fees and charges included in said delinquent amounts and at least one half of the principal balance owed, and a payment plan requiring the balance of said delinquent amounts to be paid in equal monthly installments over a period of no greater than twenty-four months from the date of said agreement. In the event any person owing delinquent amounts is unable to enter into such agreement with the Tax Collector as a result of severe financial hardship, such person may propose to said Tax Collector an alternate method for paying said delinquent amounts which, if acceptable to the Tax Collector, shall be subject to the approval of the Town Council. In either event, interest shall continue to accrue on said delinquent amounts at the rate allowed by law. Any such payment agreement shall be in addition to, and not in lieu of, any and all other collection methods and remedies available to the Tax Collector as allowed by law.

In the event any person enters into a written agreement with the Tax Collector as provided hereinbefore, or proposes an alternate method of paying said delinquent amounts which proposal is acceptable to the Tax Collector and approved by the Town Council, proof of any such agreement or approval shall be delivered to the appropriate Town Official having authority to issue such certificate or permit prior to the issuance of such certificate or permit.

The exception provided in paragraph (A) of this section and any agreement entered into pursuant thereto shall be for the sole purpose of allowing a person owing delinquent amounts to obtain a certificate or permit and shall not in any way constitute, or to be construed to constitute, an agreement by the Town of Wolcott or the Tax Collector to forebear the collection of said delinquent amounts during the period of the approved monthly payment plan. The Tax Collector shall continue to have the right to exercise all powers allowed by law to collect said delinquent amounts sooner than set forth in said agreement and at no time shall the Town be required to stay or forestall any other collection methods or remedies during such period.

SECTION 5:

If the "Person" as defined in Section 1 (b) owes any money to the Town of Wolcott, said person shall be deemed ineligible to bid any municipal project until such time as payment is made or arrangements are made in accordance with Section 4 (C) supra.

SECTION 6:

The Treasurer and Tax Collector of the Town of Wolcott shall coordinate their activities so that the purpose and intent of this ordinance may be carried out. All other officials, department heads and employees of the Town shall coordinate their activities with those of the Tax Collector and Treasurer in a like manner.

SECTION 7:

Any person entering into any contract with the Town of Wolcott or doing business with the Town shall be deemed to have expressly consented and agreed to the terms of Section 3 of this ordinance which terms shall become an integral part of the contract or agreement between such person and the Town, even if not specifically set forth in said contract or agreement.

SECTION 8:

All invitations to bid extended to prospective bidders in the award of municipal contracts subject to the public bidding procedure provided in Section 707 (c) of the Town of Wolcott Charter shall include a reference to this

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ordinance provided, however, that the failure of any invitation to bid to include such reference shall in no way affect the validity of the invitation or the applicability of this ordinance.

SECTION 9:

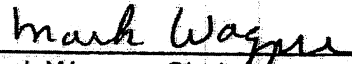
If any provision of this ordinance is declared invalid, the remaining provisions hereof shall continue in full force and effect.

SECTION 10:

The ordinance entitled "Ordinance Concerning Delinquent Taxes and Denial of Permits, Town Contracts, and Vendor Payments", (#77), which was enacted by the Town Council on April 16, 1996 is hereby repealed on the effective date of this ordinance (#92). This ordinance was approved at a Regular Meeting by the Wolcott Town Council on September 2, 2008 and becomes effective on September 26, 2008.


Thomas G. Dunn, Mayor
Town of Wolcott

9-3-08
Date


Mark Wagner, Chairman
Wolcott Town Council

9-2-08
Date

CERTIFICATION

I, Dolores C. Slater, Town Clerk for the Town of Wolcott, do hereby certify that the above is a true and correct copy of Ordinance #92 adopted by the Town Council at its regular meeting on September 2, 2008 in which a quorum was present and acting throughout and that the ordinance has not been modified, rescinded, or revoked and is at present in full force and effect.


Dolores C. Slater, Town Clerk

9-3-2008
Date

Dolores C. Slater, Town Clerk Date

Public Hearing Date: September 2, 2008 - Approved by Town Council: September 2, 2008

Date Published: September 5, 2008

Effective Date: September 26, 2008 (21 days after publication)

TOWN of WOLCOTT
INVITATION to BID
#19-11 WORKSHOP/SHED