

### Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

### **Board of Selectmen Agenda** Regular Meeting Thursday, June 7, 2018 Colchester Town Hall, 7PM

- Call to Order
- Additions to the Agenda
- Citizen's Comments
- Consent Agenda
  - 1. Tax Abatements
  - Approve Minutes of the May 17, 2018 Regular Board of Selectmen Meeting
     Approve Unemployment Tax Management Corporation Service Agreement
     Possible Action on Senior Center Yoga Instructor Contract
     Possible Action on Senior Center Exercise Instructor Contract

  - 6. Possible Action on Senior Center Sittercize Instructor Contract
  - 7. Possible Action on Senior Center Tai Ji Quan Instructor Contract
- 5. Boards and Commissions Interviews and/or Possible Appointments
  - 1. Planning & Zoning Commission Bruce Hayn possible appointment as a member to expire 12/31/2019
  - 2. Youth Services Advisory Board Christos Stravoravdis possible appointment as a member to expire 12/1/2019
  - 3. Wayne Mohrlein possible appointment as sub-registrar to expire November 18, 2019
  - 4. Ethics Commission Betty Wagner to be interviewed
  - 5. Conservation Commission Seth Travis to be interviewed
- Discussion and Possible Action on Virtual Town Hall Service Agreement
- Discussion and Possible Action on Summer Concert Food Concessions Contract
- Review and Discussion on Town Ordinance Potential Revisions
- Citizen's Comments
- 10. First Selectman's Report
- 11. Liaison Reports
- 12. Adjourn





### Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes **Regular Meeting Minutes** Thursday, May 17, 2018 Colchester Town Hall @ 7pm

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Rosemary Coyle, Selectman Stan Soby, Selectman Denise Mizla and Selectman Jim Ford

MEMBERS ABSENT: none

OTHERS PRESENT: Registrar D Mrowka, Public Works Director J Paggioli, Recreation Director T Quinn, BOF Migliaccio, 4 students and Clerk T Dean.

Call to Order

A Shilosky called the meeting to order at 7:00 pm.

Additions to the Agenda

A Shilosky asked to move item #4.2 from the consent agenda to the regular agenda item #6, renumber remaining items.

R Coyle moved to take out consent agenda item 4.2 and move to the regular agenda item #6, seconded by S Soby. Unanimously approved. MOTION CARRIED.

- Citizen's Comments none
- **Consent Agenda** 
  - 1. Tax Abatements
  - 2. Sewer & Water Commission -- Reappointment of Thomas Hochdorfer for a three-year term to expire 6/1/2021

R Coyle moved to approve the consent agenda, seconded by S Soby. Unanimously approved. MOTION CARRIED

Approve Minutes of the May 3, 2018 Regular Board of Selectmen Meeting

R Coyle moved to approve the minutes of the May 3, 2018 Regular Board of Selectmen Meeting, seconded by D Mizla. Unanimously approved with one abstention by J Ford, MOTION CARRIED

Approve Minutes of the April 26, 2018 Special Board of Selectmen Minutes

Amend #3 Adjourn – seconded by R Coyle

S Soby moved to approve the minutes of the April 26, 2018 Special Board of Selectmen Meeting, seconded by D Mizla. Unanimously approved. MOTION CARRIED

Boards and Commissions – Interviews and/or Possible Appointments

- 1. Youth Services Advisory Board- Christos Stravoravdis to be interviewed was interviewed
- 2. Planning & Zoning Commission Bruce Hayn to be interviewed was interviewed

Discussion and Possible Action on Setting the Annual Town Budget Meeting Date to Consider and Act upon the

2018-2019 Budget

R Coyle moved the proposed budget of the Board of Selectmen in the amount of \$14,821,310 and the proposed budget of the Board of Education in the amount of \$40,549,344, for a combined budget in the amount of \$55,370,654 to the Annual Budget meeting on June 5, 2018, seconded by S Soby. Unanimously approved. MOTION CARRIED

Discussion and Possible Action on Park & Recreation Town Employee Discount

T Quinn stated this idea came about in the Health & Safety committee to promote and support health and wellness among town employees. This will be on a trial basis for 6 months, then will review to analyze impact. Will also include Board of Education employees. The offer will start with the summer programs staring on 6/25.S Soby asked for a baseline of current number of employees participating in programs to be able to measure the impact of the new offer. T Quinn stated she was not able to provide those numbers as the current software is limited, and she would have to enter every employee's name individually to see if they have previously enrolled in a program.

J Ford moved to approve the temporary institution of the town employee discount program consistent with the memo provided by T Quinn, seconded by S Soby. Unanimously approved. MOTION CARRIED.

- 10. Discussion and Possible Action for the Establishment of a Norton Mill Park Advisory Committee
  A Shilosky stated demolition has been done and remediation is underway. In the agreement it states that a park will be
  implemented. Need a committee to help with the design of the park. J Paggioli updated that the PCB remediation is
  into EPA for approval. Once that is done will do final remediation. Final remediation cost will determine the funding left
  from the grant to do the park. S Soby stated that at this point forming a committee is a little ahead. Need to first look at
  what's the charge, the responsibility, and the aims. Need some type of framework that can be adjusted, then the
  budget will define what can be done. The purpose of the park is to memorialize the mill and its history on the site with
  the open space on the river. And connect some way to the trail. R Coyle suggested that what would be more
  appropriate is to form a subcommittee to decide on policy decision that will also come into play. J Paggioli will put a
  framework together for the Board to discuss on who should be on the subcommittee and what the expectations are
  from the group. TABLED.
- 11. Discussion and Possible Action on Adoption of FY 18-19 Sewer and Water Commission Operating Budget R Coyle asked the reasoning for the sewer budget joint maintenance fees increasing due to developing the capital improvement plan. J Paggioli stated that it is determined through the joint facilities budget that the commission adopts. J Ford asked to what degree notices are put out regarding the budget vote. J Paggioli stated that there were two notices in the Rivereast, along with signage on the department's door. A Shilosky asked about the increase in dues and subscription line item. J Paggioli stated that it is a direct free from the public water system being charged by the State of CT Dept. of Health to all users.

S Soby moved whereas the Town of Colchester Sewer and Water Commission forwarded and recommended the 2018-2019 Fiscal Year Sewer and Water Commission Operating Budget to the Board of Selectmen; The Board of Selectmen hereby adopt said Operating Budget as recommended and submitted by the Sewer and Water Commission Budget at their meeting on May 10, 2018, seconded by J Ford. Unanimously approved. MOTION CARRIED

- 12. Review and Discussion on Town Ordinance Potential Revisions Chapter 1 General Provisions
  R Coyle asked to get a copy of the Charter Revisions one page sheet that listed the ordinances and their recommendations. Then the Board can start with the ones that they recommended to be deleted. TABLED
- 13. Citizen's Comments D Mrowka commented that the Norton Mill location is a mess at this time and that she can't wait until the work to start the park is underway.
- 14. First Selectman's Report none

### 15. Liaison Reports

R Coyle reported on the Building Committee – approved invoices. Project Manager reported that the furniture and technology purchases are coming in and there may be an upcharge due to the Pupil Services location not being completed at time of delivery, unless they find a place to store their items. The principal continues to do tours of the new building. Project is still on time and under budget. Commission on Aging – report attached.

D Mizla reported on Park & Recreation Commission – Program fund end of March balance approximately \$179,377, Field Sustainability Fund balance approximately \$16,000-\$17,000. Holding a contest to rename 57 Fest. Board of Education – C3 presented an overview of their programs. Provided support to 105 families last year.

### 16. Adiourn

J Ford moved to adjourn at 8:10 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attached: Commission on Aging Report

Respectfully submitted,

Tricia Dean, Clerk



### N. Maggie Cosgrove Chief Financial Officer Finance Department

Date: May 16, 2018

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Unemployment Tax Management Corporation - Service Agreement

### **Background**

Unemployment Tax Management Corporation currently provides services to the Town and Board of Education related to unemployment compensation claims.

These services include claims processing, the representation of the employer at all unemployment claim hearings, auditing of claims and benefit payments, consulting services and training. The proposed annual fee for these services represents an increase of \$100 from the current agreement and is the first increase since FY 2014-15. The current contract expires on 6/30/18. The proposed agreement is for a two year period and contains a non-appropriation clause.

### Recommendation

Approval of Service Agreement with the Town for a two year period effective 7/1/18 and authorization for First Selectman to sign all necessary documents.



### **UNEMPLOYMENT COMPENSATION SERVICE AGREEMENT**

The UNEMPLOYMENT TAX MANAGEMENT CORPORATION (UTMC) agrees to perform the services listed below for the tax rating account(s) designated:

### A. Claims Services

(1) Process unemployment compensation claims transmitted to UTMC,

(2) where applicable, present reasons for claimant termination to the state agency, (3) provide complete follow through on protested and non-protested claims, dealing with the state agency on behalf of the client, and (4) discuss claims of unusual or problematical nature with the client.

### B. Auditing Services

(1) Establish auditing parameters for all claims so as to control the state's charging of the client's account, (2) review each claim's wage data and record and compute that is required for "cost-efficient" auditing, (3) audit all benefit charge statements, (4) protest and appeal illegal, excessive, and unwarranted benefit charges, and (5) provide follow through on prior protests and inquiries to maximize the opportunity for a client credit.

### C. Tax Rating Services

(1) Review client's quarterly contribution report and extract data for benefit charge auditing, where applicable and cost-efficient, and verification of state's tax assignment, (2) maintain a "debit-credit" ledger for each tax rating account, (3) verify the accuracy of the state's tax rate assignment to the client, and take appropriate protest action if client's taxes will be or could be higher than justified and (4) where applicable, notify the client as to the appropriateness of making a voluntary contribution as well as the recommended procedure and amount needed.

### D. Consultation and Reporting Services

(1) Consult with the client on all matters relating to the control of unemployment compensation costs when requested by the client or when necessary, (2) give advice, when requested on personnel and administrative procedures relating to unemployment compensation costs, (3) acquaint the client of unemployment compensation statute or regulation changes or other matters which might require significant policy or procedural changes for the client, (4) assist in the formulation of client personnel policies which do or could relate to unemployment compensation costs, and (5) submit a detailed written annual report to the client at the expiration of this agreement, thereby allowing the client to fully evaluate the effectiveness of the UTMC program.

### E. Special Training Services

Provide educational seminars and informal discussions for any groups of company personnel designated by the client provided that:

- 1. the client shall request these sessions of UTMC;
- 2. the times of such meetings shall be at the mutual convenience of the client and UTMC;
- 3. the sessions shall be presented to groups of reasonable size; and
- 4. the contents of these meetings shall be applicable to the unemployment compensation statute and procedures there under.

To ensure proper administration of claims, The Client is required to transmit to UTMC all requested information, pertinent unemployment compensation forms and correspondence in a timely and complete fashion. UTMC shall have no liability whatsoever for any adverse results or liabilities borne by Client as a result of Client's failure to provide information in a timely and or complete manner to UTMC.

For the services above, the Town of Colchester agrees to submit timely quarterly payments to UTMC in the amount of:

### Two Hundred and Seventy-Five Dollars (\$275)

This Agreement shall be effective for two years from July 1, 2018.

If the Town of Colchester's governing body fails to appropriate sufficient monies in any fiscal year under this agreement, the Town of Colchester must provide written notice of such non-appropriation at least 30 days prior to the end of the then current fiscal year, or if non-appropriation has not occurred by such date, immediately upon non-appropriation. At that time, all services will be terminated.

For client:

For UTMC:

### **Colchester Senior Center BOS Request for Approval**

**TO: Board of Selectmen** 

FROM: Patricia Watts, Director

**RE: Yoga Instructor Contract** 

DATE: 5/21/18

This is a renewal contract with Susan McCaffrey, Yoga Instructor. Yoga \$30 per session (requires a five person minimum per class).

### **Action Recommended:**

That the Board of Selectmen authorize Art Shilsoky, First Selectman to sign the attached contract with Susan McCaffrey, Yoga Instructor, beginning 7/1/2018 and ending 6/30/2019.

### Town of Colchester/Senior Center 95 Norwich Ave. Colchester, CT 06415 (860) 537-3911

### LETTER OF AGREEMENT

### CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Susan McCaffrey, Yoga Instructor

Name/Location

Time Period

Instructor

Pay Rate

Senior Center

7/1/18-6/30/19

Susan McCaffrey

\$30 Per Session

- 1. The contractor agrees to provide professional yoga instruction with the specifications contained in the "Scope of Services" listed below.
- 2. Compensation to the contractor shall be at the rate of \$30 per session for yoga instruction with a requirement of a five person minimum per class. The contractor shall be paid at the conclusion of each two week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than two weeks after the program has started. Please allow three weeks for initial processing.
- 3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitude be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
- 4. If it is deemed necessary, the director of senior services/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The director of senior services also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
- 5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave, insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal state income tax information, as well as quarterly Social Security payments as a self-employed individual.
- 6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester form any and all claims for

- demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
- 7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
- 8. A scheduled meeting with the program coordinator prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center office at the conclusion of your program.

copy of this contract.		
Art Shilosky, First Selectman	Date	
Susan McCaffrey, Independent Contractor	Date	

If you agree with the terms and conditions stated above, please sign and return one

### Colchester Senior Center BOS Request for Approval

**TO: Board of Selectmen** 

FROM: Patricia Watts, Director

**RE: Exercise Instructor Contract** 

DATE: 5/21/18

This is a renewal contract with Anne Beauregard for Exercise with Anne. Exercise \$30 per session (requires a five person minimum per class).

### **Action Recommended:**

That the Colchester Board of Selectmen authorize Art Shilosky, First Selectman, to sign the attached contract with Anne Beauregard for Exercise with Anne, beginning 7/1/18 and ending 6/30/19.

### **Town of Colchester/Senior Center**

95 Norwich Ave. Colchester, CT 06415 (860) 537-3911

### LETTER OF AGREEMENT

### CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Anne Beauregard, For Exercise with Anne

Name/Location

**Time Period** 

Instructor

**Hourly Rate** 

Senior Center

7/1/18-6/30/19

Anne Beauregard

\$30 Exercise

- 1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
- 2. Compensation to the contractor shall be at the rate of \$30 per session for exercise with a five person minimum per class. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a biweekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
- 3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
- 4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
- 5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave,

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

- 6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
- 7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
- 8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

Art Shilosky, First Selectman	Date	
Anne Beauregard, Independent Contractor	Date	

### **Colchester Senior Center BOS Request for Approval**

TO: Board of Selectmen

FROM: Patricia Watts, Director

**RE: Sittercize Instructor Contract** 

DATE: 5/21/18

This is a renewal contract with Anne Beauregard Sittercize Instructor. Exercise \$30 per session (requires a five person minimum per class).

### **Action Recommended:**

That the Colchester Board of Selectmen authorize Art Shilosky, First Selectman, to sign the attached contract with Anne Beauregard, Sittercize Instructor beginning 7/1/18 and ending 6/30/19.

### **Town of Colchester/Senior Center**

95 Norwich Ave. Colchester, CT 06415 (860) 537-3911

### LETTER OF AGREEMENT

### CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND Anne Beauregard, Sittercize Instructor

Name/Location

**Time Period** 

Instructor

Hourly Rate

Senior Center

7/1/18-6/30/19

Anne Beauregard

\$30 Sittercize

- 1. The contractor agrees to provide professional exercise instruction with the specifications contained in the "Scope of Services" listed below.
- 2. Compensation to the contractor shall be at the rate of \$30 per session for sittercize with a five person minimum per class. The contractor shall be paid at the conclusion of each 2 week period, and shall be responsible for submitting invoices on a biweekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than 2 weeks after the program has started. Please allow 3 weeks for initial processing.
- 3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitudes be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
- 4. If it is deemed necessary, the senior center director/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The senior center director/acting director also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
- 5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave,

insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal and state income tax information, as well as quarterly Social Security payments as a self-employed individual.

- 6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester from any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
- 7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance and current CPR and First Aid Certificates for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
- 8. A scheduled meeting with the program assistant prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center program assistant at the conclusion of your program.

If you agree with the terms and conditions stated above, please sign and return one copy of this contract.

Art Shilosky, First Selectman	Date	
H		
Anne Beauregard, Independent Contractor	Date	

### Colchester Senior Center BOS Request for Approval

TO: Board of Selectmen

FROM: Patricia Watts, Director

RE: Tai Ji Quan: Movement for Better Balance Instructor Contract

DATE: 5/21/18

This is a renewal contract with Susan McCaffrey, for Tai Ji Quan: Movement for Better Balance Instructor. Tai Ji Quan: Movement for Better Balance \$30 per session (requires a five person minimum per class).

### **Action Recommended:**

That the Board of Selectmen authorize Art Shilosky, First Selectman to sign the attached contract with Susan McCaffrey, for Tai Ji Quan: Movement for Better Balance Instructor, beginning 7/1/2018 and ending 6/30/2019.

### Town of Colchester/Senior Center 95 Norwich Ave. Colchester, CT 06415 (860) 537-3911

### LETTER OF AGREEMENT

### CONTRACT FOR PROFESSIONAL SERVICES BY & BETWEEN THE TOWN OF COLCHESTER SENIOR CENTER AND

Susan McCaffrey, Tai Ji Quan: Movement for Better Balance Instructor

Name/Location

Time Period

Instructor

Pay Rate

Senior Center

7/1/18-6/30/19

Susan McCaffrey

\$30 Per Session

- 1. The contractor agrees to provide professional Tai Ji Quan: Movement for Better Balance instruction with the specifications contained in the "Scope of Services" listed below.
- 2. Compensation to the contractor shall be at the rate of \$30 per session for Tai Ji Quan: Movement for Better Balance instruction with a requirement of a five person minimum per class. The contractor shall be paid at the conclusion of each two week period, and shall be responsible for submitting invoices on a bi-weekly basis. Checks will be issued after invoices are received and approved. Invoices will be processed for payment no earlier than two weeks after the program has started. Please allow three weeks for initial processing.
- 3. It is the philosophy of the Town of Colchester that a contractor's appearance and attitude be reflected in his/her daily work practices. Contractors shall be expected to maintain a neat and clean appearance while under contract with the town.
- 4. If it is deemed necessary, the director of senior services/acting director reserves the right to add or cancel programs and to adjust work schedules as required, for the benefit of the program. The director of senior services also reserves the right to revoke all contracts where inability to work established schedules is not in the best interest of the program.
- 5. It is mutually agreed that this is a contract for services and not a contract for employment. The Contractor shall not be entitled to any employment benefits from the Town of Colchester such as but not limited to: vacation, sick leave, insurance, workers compensation, pension, and retirement benefits. The Contractor shall be responsible for the filing of federal state income tax information, as well as quarterly Social Security payments as a self-employed individual.
- 6. The Contractor shall at all times enter its appearance for, defend, indemnify, protect and save harmless the Town of Colchester form any and all claims for demands for damages, either in law, or in equity, arising out of or by virtue of the execution of this agreement.
- 7. An updated liability insurance certificate with coverage of \$1,000,000.00 evidence of Workers Compensation Insurance for the instructor will be provided upon acceptance of this contract. If your program is being held in a Colchester School Building you and any employees must submit fingerprint cards along with processing fee to the BOE office prior to your first class.
- 8. A scheduled meeting with the program coordinator prior to the start of the program is required. Rosters and attendance sheets will be given to the instructor prior to the first class. Please return accurate attendance sheets to the senior center office at the conclusion of your program.

If you agree with the terms and conditions stated above, please signormact.	gn and return one copy of this
Art Shilosky, First Selectman	Date
Susan McCaffrey, Independent Contractor	Date

Planning and Zoning Commssion-7 Members, 2 Alternates, 3 year

			The state of the s
Position	Name	Party	Party Expiration Date
Chair	Joseph Mathieu	æ	11/30/2019
Vice Chair	John R. Novak	æ	12/1/2018
Secretary	Mark Noniewicz	R.	12/31/2020
Member	VACANT		12/31/2019
Member	Karen Godbout	R	12/1/2019
Member	Jason Tinelle	æ	12/31/2020
Member	Meaghan Kehoegreen	D	12/1/2019
Alternate	Beverly Seeley	R	12/31/2020
Alternate			12/31/2020

**Planning and Zoning Commission** 

## Youth Services Advisory Board - 3 year terms

Position	Name	Party	Party Expiration Date
Chair	Rob Suchecki	D	12/1/2018
Vice Chair	Linda Bromley	D	12/1/2018
Member	Pamela Scheibelein	R	12/1/2019
Member	Lorraine Marvin	□	12/1/2019
Member	Josh Vinoski	D	12/1/2019
Member	Kathy Wonderly	<b>C</b>	12/1/2020
Member	VACANT		12/1/2016/9
Member	Heide Perham	D	12/1/2020
Member	VACANT		12/1/2017

Non Voting Members	ers
	Board of Education
Chris Bennett	SMITM
Linda lacobellis	Bacon Academy
Meghan Hickey	Student

Youth Services Advisory Board



### **Gayle Furman**

**Town Clerk** 

May 22, 2018

Wayne Mohrlein Aurora McCarthy Funeral Home 167 Old Hartford Road Colchester, CT 06415

RE: Sub-Registrar

Dear Mr. Mohrlein:

This letter is to appoint you to be a sub-registrar for the town of Colchester, CT. Please stop in to the Town Clerk's office to be sworn in. Your term will expire in November of 2019. Thank you for your service to our town.

Sincerely,

Gayle Furman Town Clerk

First Selectman Approval \_\_\_\_\_ Date

7-65 Section text Page 1 of 1

### 7-65 Section text 1 of 2 document(s) retrieved

Sec. 7-65. Removal, transit and burial permit. Subregistrars. (a) The embalmer or funeral director licensed by the department, or licensed in a state having a reciprocal agreement on file with the department and complying with the terms of such agreement, who assumes custody of a dead body shall obtain a removal, transit and burial permit from the registrar of the town in which the death occurred or the town in which the embalmer or funeral director maintains a place of business not later than five calendar days after death, and prior to final disposition or removal of the body from the state. The embalmer or funeral director who assumes custody and control of the body and obtains a removal, transit and burial permit from the registrar of the town in which the embalmer or funeral director maintains a place of business shall be obligated to file the death certificate, in accordance with the provisions of section 7-62b, in person, through an electronic registry system or by certified mail, return receipt requested. The removal, transit and burial permit shall specify the place of burial or other place of interment and state that the death certificate and any other certificate required by law have been returned and recorded.

- (b) A local registrar shall appoint not less than two suitable persons as subregistrars, who shall be authorized to issue removal, transit and burial permits and cremation permits for any death that occurs in such registrar's town, during the hours in which the office of the registrar of vital records is closed. The appointment of subregistrars shall be made in writing, with the approval of the selectmen of such town, and shall be made with reference to locality, to best accommodate the inhabitants of the town. Such subregistrars shall be sworn, and their term of office shall not extend beyond the term of office of the appointing registrar. The names of such subregistrars shall be reported to the Department of Public Health. The Chief Medical Examiner, Deputy Chief Medical Examiner and associate medical examiners shall be considered subregistrars of any town in which death occurs for the sole purpose of issuing removal, transit and burial permits.
- (c) A subregistrar shall issue a removal, transit and burial permit upon receipt of a completed death certificate as provided in section 7-62b. A subregistrar shall forward any such certificate upon which a removal, transit and burial permit is issued to the registrar of the town where the death occurred, not later than seven days after receiving such certificate.
- (d) The fee for such removal, transit and burial permit shall be paid to the town issuing the removal, transit and burial permit.



### **Redesign & Conversion Service Agreement**

Date: April 18, 2018

Client: Town of Colchester, CT

Address: 127 Norwich Avenue, Colchester, CT 06415

Key Contact:

Phone:

Virtual Town Hall Holdings, LLC, d/b/a Virtual Towns & Schools (VTS) will provide the following services under the terms of this agreement.

### Services

- 1. Complete redesign of the website, including new navigation and content modules; specifications to be defined during a design preferences meeting. Design to be changed/tweaked until client has approved.
- 2. Implementation of approved design into the new version VTS Content Management System (CMS), to include:
  - a. "RWD" (Responsive Website Design) automatically adjusting content presentation for Desktop, Tablet, and Mobile devices
  - b. Creation of all department and board landing pages that will permit subsequent content development of each.
  - c. Creation of all associated navigational menus.
  - d. Loading of all current staff and board members into the CMS
- 3. One day of on-site training of Primary Content Managers.
- 4. Migration of all pages and files identified by client to be included. For meeting minutes, we will migrate all 2017 documents; prior years (minutes and agendas) will be accessible by the public via an online link to the current FirstClass server (at no charge).

### Costs

The total cost of the services outlined above is \$5,000.

Client may, at its option,

A) Utilize local staff to migrate additional content to the new website than is provided for in this agreement without incremental cost.

Keeping You Ahead of Rising Expectations

- B) Contract with VTS to migrate additional content at a cost of \$1,500 per 500 pages. \_\_\_\_ (Initial if yes)
  C) Contract with VTS for additional days of on-site training at a cost of \$750/day \_\_\_\_ (Initial if yes).
  D) Add Dept Specific "Sub-Sites" at a one-time cost of \$2,250/sub-site \_\_\_\_ (Initial if yes) \_\_\_\_ (# subsites)
  Terms of Agreement
- 5. This agreement shall be for a one (1) year period and shall automatically renew, year-to-year, unless terminated by either party.
- 6. Client may terminate this agreement at any time if VTS is found in default of any obligation defined within this agreement which has not been cured within thirty days after receipt of written notice of such default.

### **Intellectual Property & Ownership**

- 7. This agreement is not a sale of the VTS Content Management System (CMS) and its associated applications and modules. VTS provides a right of use to the client during the period of this agreement. Rights are non-transferable.
- 8. The Client will own the graphic designs and web content that are incorporated into the CMS.
- 9. Upon termination of this agreement, Client may request a complimentary electronic copy on CD of the web content.
- 10. Regarding the VTS CMS, Client may not: a). license, sublicense or in any way commercially exploit or make it available to any third party, b). make derivative works based upon it, c). reverse engineeer or access it in order to build a similar product, copy features or functions, or share it with third parties.
- 11. The VTS name, the VTS logo, and the products and modules associated with these services provided are trademarks of VTS, and no right or license is granted to use them.

### **Billing & Payment Terms**

- 12. Redesign & Conversion Charges:
  Costs will be evenly spread over three fiscal years beginning in FY\_\_\_\_(Fill In & Initial)
  a. Subsequent conversion charges will be listed separately as part of the Town's annual services invoice.
- 13. The Client shall only pay those expenses which are specifically defined in this agreement or defined in writing and approved as an addendum to this agreement.

### **Annual Hosting & Support**

- 14. The VTS charges for Annual Hosting and Support will remain unchanged once the Client has converted to the new CMS.
- 15. The Annual Support & Hosting Services invoicing schedule will remain in place.
- 16. Client will have 180 days from the time of on-site training to complete any supplemental content migration to the new site. After 180 days, additional costs based on the Annual Hosting & Support daily rate may be charged to cover ongoing costs of old website's content.

### Marketing

- 17. Client agrees to allow VTS to place a small link at the bottom of their webpages titled "Virtual Towns & Schools Website".
- 18. Client agrees to allow VTS to include a reference(s) to the Client's website on the VTS corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

### Indemnification

- 19. To the extent allowed by law, VTS agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of services provided by VTS occasioned by the negligence, errors, or other wrongful act or omission of VTS employees, agents, or volunteers.
- 20. To the extent allowed by law, Client agrees to indemnify and hold VTS harmless from any loss, damage, cost or expense that may incur as a result of the negligence or willful misconduct of Client in connection with its performance or failure of performance hereunder or from any claim that Client's performance hereunder violates or is contrary to any banking or related law or regulation.

### Force Majeure

21. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence.

### Miscellaneous

- 22. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
- 23. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Town of Colchester, CT 127 Norwich Avenue Colchester, CT 06415		Virtual Town Hall Holdings, LLC 1300 Massachusetts Avenue, Suite 10 Boxborough, MA 01719	00
(Signature)	(Date)	Millard Rose President	
Name			(Date)
Title			

### VTS Post & GO! Content Management System: Core Features & Functionalities

Content Management	Content Management	Constituent Communications
Agenda Builder Module	'Review on' Dating	Email Notifications (E-Subscriber)
Schedule Publishing	Schedule Expiration Dates	Dynamic Site Map
WebForms Module	Versioning	RSS Feeds
Unpublish/Archive Content	Embed Video Player	Facebook & Twitter Integration
Taxonomy (Auto Cross-Link)	Online File Center	Service Requests Forms
WYSIWYG Editor	Quick Links	"Share This Page"
Dept/Board Specific Calendars	Protected Email Addresses	Ask the Selectmen/Council
Calendar/Agenda Integration	FAQs	Urgent Alert Banners
File Uploads	Audit Trail/History Log	Jobs Postings
Robust Search Engine	Dynamic Breadcrumbs	RFP Postings
Auto Cascading Menus	Content Previewing	Two-Way Blogging
Dept/Board Specific News Modules	CAPTCHA Visitor Authentication	Private Comment Forms
Persistent Navigation	Printer Friendly Pages	Rotating Bulletin Boards
Tabs & Views	Surveys & Polling	Staff Directory
Design	Image	Administrative
Responsive Design	Media Library	Intranet Options
Rotating Mastheads	Image Editor	User Roles & Permission Levels
Dynamic News Modules	Photo Gallery	Traffic Analytics
Urgent News Banners	Slide Shows	Broken Links Reporting
Upcoming Meetings Module	Captioning/ALT Text	Domain Name Management
Custom Subsites Available	Rotating Department Images	Quality Assurance Reports
Cascading Navigation	Image Administration	Complete User History
Multiple Navigation Schemes	Rotating Bulletin Boards	Board Membership Database
WCAG Accessibility Compliant	Text Magnification Options	Page Standardizations

### **Core Hosting, Support & Maintenance Services**

omer Support, 8-6 EST, Mon-Fri Emergency Support cated Support Personnel 2 Hr Response for Customer	Automatic Upgrades of Enhancements Install Service Patches, as Applicable Ongoing Module Upgrades
cated Support Personnel	Ongoing Module Upgrades
••	
2 Hr Response for Customer	
ort	Core Drupal Upgrades, as Applicable
in Training Documentation within	Full CMS Licensing
hly User Tutorials	New Features Roadmap
dic User Group Meetings	Staging Environment for All Testing
sletters & Email Announcements	
	hly User Tutorials dic User Group Meetings

### **DDoS Protection & Attack Mitigation**

Our Tier 4 Data Center now deploys Radware's DefensePro — a real-time, behavioral based attack mitigation device that protects our infrastructure against network and application downtime, application vulnerability exploitation, malware spread, network anomalies, information theft and other emerging cyber-attacks.

DefensePro provides world-class security including distributed denial of service (DDoS) mitigation and SSL-based protection to fully protect applications and networks against known and emerging network security threats such denial of service attacks, DDoS attacks, Internet pipe saturation, attacks on login pages, attacks behind CDNs, and SSL-based flood attacks.



"Creating Community Through People, Parks and Programs"
127 Norwich Avenue, Colchester, CT 06415
(860) 537-7297 | parksandrec@colchesterct.gov | www.colchesterct.gov

Dear Selectman,

Attached are the responses to the recent RFP concerning the sale of food at the summer concert series. Two applications were submitted, both equal bids. After contacting the both parties, they have agreed to divide the concerts evenly.

I would recommend the following schedule:

- Scotties Frozen Custard, LLC: July 12, 26 and the rain date of Aug. 9, 2018
- The Classic Scoop, LLC: July 5, August 2 and the rain date of Aug. 16, 2018

Sincerely,

Tiffany Quinn

**Recreation Director** 

### TOWN OF COLCHESTER SUMMER CONCERT FOOD CONCESSIONS Bid #2017-08

C . T . C.d. 110
Company Name: Scotties Frozen Custain LLC
Contact: Kathy Stoffens OR Mike Haggerly
Address: 327 New London Rd
City, State, Zip: Colchesta, CT 06415
Phone: Store 860 537-1265 -Fax/Cell-Mike 860-235-0860
Email: Michaelhaggerty@ Scalotal.net Cell - Kathy 860-35-3135
Per Concert Bid Amount (minimum \$125): \$ 125
The following items are included with this application:  Proof of Insurance (or ability to obtain insurance if awarded the contract)  Worker's Comp Certificate (or appropriate waiver)  Food service permit (or ability to obtain if awarded the contract)  Three (3) references  Three (4) references  Three (5) references  Three (6) references  Three (7) references  Three (7) references  Three (8) references  Three (9) references  Three (9) references  Three (1) references  Three (2) references  Three (3) references  Three (4) references  Three (5) references  Three (6) references  Three (7) references  Three (7) references  Three (8) references  Three (9) references  Three (9) references  Three (1) r
check): 5th
Dates are subject to change based on weather and postponements of special events on Town Green. Winner of bid will be awarded four (4) concerts between July and August and will be given as much notice as possible in the case of rescheduling concerts.
Authorized by (please print): Kithy Seffens
Authorized Signature:
Date: 5/17/18

# Serving the Towns of Calchester, East Haddam, East Hampton, Hebran, Markborough & Portland

### FOOD ESTABLISHMENT LICENSE (Class MFU) 2018

This is to certify that Scotties Frozen Custard (Trailer)

Located at: Various (as approved by District member towns)

Chatham Health District

Licensee: Michael Haggerty & Kathleen Steffens

QFO: Kathleen Steffens

Is approved to operate a food establishment or vending machine for the year ending December 31, 2018 under License No. 18/64

this establishment in accordance with the ordinances and regulations of the Chatham Health District and the Public Health Code of the State of Connecticut. The recipient of this license accepts the same with the understanding that he/she will operate

Date Issued 1/8/2018 Signed

Director of Health or its Agent

This license is non-transferable in regard to location and the person to whom it was issued This license must be displayed in the public view under a protective covering.

### TOWN OF COLCHESTER SUMMER CONCERT FOOD CONCESSIONS Bid #2017-08

Company Name: The Classic Scoop, UC
Contact: Lyn Rayne, owner
Address: 31Piekarz Road
City, State, Zip: Colchester CT CG415
Phone: (8100)882-2442 Fax:
Email: Lpayne31@sbcgbbal.net
Per Concert Bid Amount (minimum \$125): \$ 125.00
The following items are included with this application:  Proof of Insurance (or ability to obtain insurance if awarded the contract)  Worker's Comp Certificate (or appropriate waiver)  Food service permit (or ability to obtain if awarded the contract)  Three (3) references
I attest that I am available to provide food concessions on the following Thursday dates (please check):
Dates are subject to change based on weather and postponements of special events on Town Green. Winner of bid will be awarded four (4) concerts between July and August and will be given as much notice as possible in the case of rescheduling concerts.
Authorized by (please print): Lyn Payne
Authorized Signature:
Date: 5/17/18

CERTIFICATE OF LIABILITY INSURANCE  PRODUCER  THIS CERTIFICATE IS ISSUED AS MATTER OF					05/01/18  INFORMATION	
Paul Catalano CLU ChFC, Agent 87 Lebanon Avenue Colchester, CT 06415		HOLDER, THIS	S CERTIFICATE	RIGHTS UPON THE DOES NOT AMEND DRDED BY THE POLI	, EXTE	ND OR
Mari destr metants		INSURERS AFFOR	IDING COVERAGE			NAIC #
NSURED PAYNE,LYNN DBA THE CLASSIC SCOOP LLC 31 PIEKARZ ROAD COLCHESTER, CT 06415		INSURER A: State Farm Fire and Casualty Company 25143			25143	25143
		INSURER B:				
		INSURER C:				
		INSURER D:				_
COVERAGES		INSURER E:				
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CERTIFICATE HOLDER	CANCELLATION
Town of Colchester 127 Norwich Avenue Colchester, CT 06415	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO 90 SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	Colleen Hoyt

### WAIVER TO INDEMNIFY THE TOWN OF COLCHESTER

The Classic Scoop, LLC (hereinafter "Contractor") agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and agents from and against any claims, demands, losses, costs or liabilities for personal injury or property damage or any other loss which may result from the performance or lack of performance of the contract. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town of Colchester, or any of its respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the Contractor's performance or lack of performance of the contract or arising from the enforcement of this provision.

Lynn Payne, Owner

The Classic Scoop, LLC

Dated: May 17, 2018

May 17, 2018

**Town of Colchester, Connecticut** 

RE: Request for Proposal for Food Concessions Summer Concerts on the Green Bid # 2018-02 Worker's Compensation Waiver

To Whom It May Concern:

I, Lynn Payne, owner of The Classic Scoop, LLC, am self-employed and do not have any employees. As such, I submit this as a waiver of Worker's Compensation Insurance. I have enclosed a waiver to indemnify the Town of Colchester from any personal injury, etc arising from performance of the contract.

Sincerely,

Lynn Payne, owner

The Classic Scoop, LLC

# CHATHAM HEALTH DISTRICT

Serving the Towns of Colchester, East Haddam, East Hampton, Hebron, Marlborough & Fortland

### **FOOD ESTABLISHMENT LICENSE** (Class MFU) 2018

This is to certify that The Classic Scoop LLC

Located at: Various (as approved by District member towns)

Chatham Health District

Licensee: Lynn Payne QFO: N/A

Is approved to operate a food establishment or vending machine for the year ending December 31, 2018 under License No. 18/43 The recipient of this license accepts the same with the understanding that he/she will operate this establishment in accordance with the ordinances and regulations of the Chatham Health District and the Public Health Code of the State of Connecticut.

Date Issued 12/29/2017 Signed

Director of Health or its Agent

This license is non-transferable in regard to location and the person to whom it was issued This license must be displayed in the public view under a protective covering.

To Whom It May Concern:

RE: Proposal for Food Concessions – Bid #2018-02

"Experience of the concessionaire"

This is the second season that I have owned and operated The Classic Scoop, LLC. After retiring in 2016, I had the opportunity to purchase a small, non-motorized, ice cream cart. Last year, I sold ice cream for Hebron Family Day, Marlborough Family Day, Hidden Brook Stables horse shows, and the Connecticut Street Legends car shows. In addition to being invited back to all of those events for the 2018 season, I am also selling ice cream this year at Marlborough Country Barn for their Flea and Vintage Markets and the Hebron Farmer's Markets.

I am a business registered with the Secretary of State, have a Tax ID, am licensed by the Chatham Health District, and am fully insured.

If there are any further questions, please contact me directly at (860)882-2442 or by email at <a href="mailto:lpayne31@sbcqlobal.net">lpayne31@sbcqlobal.net</a>

Thank you,

Lynn Payne, owner

The Classic Scoop, LLC

May 7, 2018

Town of Colchester Parks and Recreation 127 Norwich Avenue Colchester, CT 06415

RE: The Classic Scoop, LLC Lynn Payne, owner

To Whom It May Concern:

Lynn has asked me to provide a letter of reference for her ice cream cart, The Classic Scoop, and I am pleased to do so. First, Lynn is a member of the Marlborough Business Association in good standing. Last year she participated in the Marlborough Family Day event at Blish Memorial Park. The ice cream cart was a success at the event and she will be returning for the Family Day event again this year.

Sincerely,

Niki Addington

Marlborough Business Association

May 11, 2018

To Whom It May Concern:

The Classic Scoop, LLC (Lynn Payne) worked with the Connecticut Street Legends car show last year selling ice cream. Everyone who purchased ice cream was happy with the quality, selection and price and the ice cream cart was a great addition to the show. We have asked Lynn to return for the 2018 season and certainly recommend her for any events that your town may offer.

Sincerely,

DenoRubera

**Connecticut Street Legends** 

May 1, 2018

Town of Colchester 127 Norwich Avenue Colchester, CT 06415

I am writing this letter as a reference for Lynn Payne, owner of The Classic Scoop. I have used The Classic Scoop at several events that have been held at Hidden Brook Stables and have been very satisfied with the ice cream and service she provides. We look forward to having The Classic Scoop here this summer.

Holly Rebello, Owner Hidden Brook Stables 447 Waterman Road Lebanon, CT 06249

Holly Nelvello



# The Classic Scoop, LLC Ice Cream Menu (featuring Gifford's Ice Cream) 5.00 per cup

Vanilla Bean
Maine Black Bear
Mint Chocolate Chip
Butter Pecan
Rainbow Sherbet
Southern Peach
Cookies n' Cream

Free Rainbow Sprinkles

Art Shilosky



First Selectman

		PENING	
	DATE: 5/18/18	TIME: 2.05	
	PLACE: First Selectman's Office, Suite 201,	127 Norwich Avenue, Colchester, CT 06415	
	BID OPENING: RFP 2018-02	. Summer Concerts on Great-Fr	_ De
	IN ATTENDANCE FOR THE TOWN:	Tiffany Quinn + concession	'S-
	The following companies submitted bids. Tho to award the bid would be made at the later dat	ise in attendance were advised that the decision to by the Board of Selectmen.	
	Scotties Frozen Custard LLC	BID AMOUNT (4)	
2	The Classic Scoop	4 125 FAROL Concerts	•
8			



Creating Community Through People, Parks and Programs"
127 Norwich Avenue, Colchester, CT 06415
(860) 537-7297 | parksandrec@colchesterct.gov | www.colchesterct.gov

### Request for Proposals for Food Concessions Summer Concerts on the Green Bid #2018-02

**Event:** Summer Concerts on the Green **Event Type:** Free Family Concerts

**Dates:** Thursdays, 6:00-8:00p.m., July 5, July 12, July 26, and August 2, 2018 (Rain dates: August 9 & 16. Dates are subject to change based on weather and postponements of special events on Town Green. Winner of bid will be awarded four (4) concerts between July and August and will be given as much notice as possible in the case of rescheduling concerts.

Location: Town Green, Colchester, CT

Expected Participation: 700-1,000 per concert

#### **Contact Information:**

Tiffany Quinn, Recreation Manager Colchester Parks & Recreation (860) 537-7295 RecDirector@colchesterct.gov www.colchesterct.gov

#### Requirements of Awarded Concessionaire

- Concessionaire must be present and operational at each concert from 5:30pm-8:00pm
- Concessionaire must provide
  - o certificate of liability insurance, listing the Town as additional insured
  - o signed liability waiver indemnifying the Town
  - o proof of worker's compensation insurance
  - o food service permit
  - o three (3) references for previous similar work
- The selected concessionaire will remit a minimum bid of \$125/concert to the Town
- Access to electricity will be provided by the Town

#### Award

Criteria for selection will include, but is not necessarily limited to:

- Availability for concert dates and rain dates
- Proposed Bid Amount per concert

- References
- Experience of the concessionaire

The Board of Selectmen (BOS) is the awarding authority and may make an award in the best interests of the Town of Colchester. The BOS reserves the right to award individual dates to different concessionaires.

#### Instructions to Bidder

Submit all required documentation, along with the attached form, in a sealed envelope marked "Proposal for Food Concessions – Bid #2018-2, to: First Selectman, Town of Colchester, 127 Norwich Avenue, Colchester, CT 06415. Bids must be received by Wednesday April 11, 2018 at 2:00pm at which point the bids will be opened publicly in Suite 201 of Colchester Town Hall. Questions should be directed to Tiffany Quinn, Recreation Manager at (860) 537-7292 or tquinn@colchesterct.gov.

#### **Insurance Requirements**

The vendor shall maintain for the life of the Contract the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the State of Connecticut with a rating by AM Best of "A" or better. A certificate of insurance indicating these amounts, and listing the Town of Colchester as additional insured for liability coverage, must be submitted at the time of award.

A. Comprehensive General Liability

Limits of Liability:

Each Occurrence - \$1,000,000

General Aggregate - \$2,000,000

- includes coverage for:
  - Products/Completed Operations.
  - Contractual Insurance.
  - Broad Form Property Damage.
  - Independent Contractors.
  - Personal Injury.
  - Premises-Operations.
- B. Worker's Compensation and Employer's Liability

Worker's compensation - Statutory

Employer's Liability - \$500,000.

The Town of Colchester shall be listed as additional insured on Comprehensive General Liability policies. The contract of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

The contractor shall defend, save harmless and indemnify the Town of Colchester, its officers, agents, employees and assigns from any damages resulting from any challenge to the legality of the bid process or any of the documents used here, including, but not limited to, the Request for Proposals or Contract Agreements. In addition, the contractor agrees to indemnify and hold harmless the Town of Colchester and each of their respective members, employees, officers and

# 6/1 BOS Meeting COLCHESTER ORDINANCES WITH CHARTER REVIEW RECOMMENDATIONS.

#	ARTICLE	NAME			RECOMM	ENDATION			
1		Amendmer	nt to code		discuss w	ording			
4			ited Busines	2000					
6		Alarm Syst		3303		no recommendations enforcement not addressed			
7		Alcoholic B			no inconsistencies		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		-
		Canine Co			no inconsistencies no inconsistencies				
10				ion			or 275th	-	
11		Bazaars ar	ary Celebrat	1011	Retire - was written for 275th  Refers to state statutes				
14			d Commissi	000	Refers to state statutes				
18	Antinia O	Police Con		I	no obongo				
	Article 8			ouernments.	no change				
	Article 9	Sewer and		overnments		nd change	to 5 mamb	ore & 2 alte	ornatos
	Article 10			TITIISSION			to 5 memb	ers of 2 and	Fillates
	Article 11	Aquifier Pro				nendations	2404		
	Article 12	Retirement		O-maribales		s recommer			
	Article 13	Open Space	ce Advisory	Commission		s recommer			
	Article 14		Commission	on	no change	s recommer	hand in 40"	72	
21	A () 1 A	Bond Issua		-		nendations			
24	Article 1	Building co	ode	1 - 1 - 1 - 1 - 1		nendations			
	Article 2	Permits for	unapprove	d subdivisions					
	Article 3	Building pe		* y	no recomi	nendations	rees not up	uateu	_
27		Building De							
30		Dangerous	Building O	rainance	no inconsi				
39	Article 1		tion Comm		no change				
	Article 2		llands & Wa		no change				
	Article 3			sion Alternates	no change				
46	Article 1	Board of Education no changes  Election of Board of Education no changes							
	Article 2								
49		Emergency	y Communi	cations	iviay recor	May recommend retiring discuss in detail at a later date			
53		Code of Et	hics				later date		
55		Farming			no change				
56		Fees	L		no change		1 2		
57		Fire Hydra				s recomme			
58		Fire Lanes				s recomme			
64		Flood Haza		<u> </u>		s recomme	naea		
67			of Public Fo	ood Estab.	can be ref				
72		Health Dep			can be ref				
74			Distict Ordina	ance	no change				
77		Housing Pa	artnership		can be ret				
81		Library				could be co		L	
						changes rec	commende	d	
90			nd Employee		Can be retired				
92		Open Space	ce Preserva	tion .	no changes recommended				
93			Enforceme		commission will seek legal opinion				
98			nd Soliciting		no changes recommended				
103		Rapid Acce	ess System	S	no changes recommended				
109		Roads			no changes in Articles 1, 2, 3, 4, 5, 6, 7,10, 1				
	Articlė 8					on will chec			
	Article 9				Commiss	ion will che	ck on %		

			8	a		
	3.5					
120 Article 1		Solid Waste		no changes: 2, 3, 4, 5, 7, 8, 9, 10, 12, 13, 14		
				Norwich contract can be deleted		
	Article 6			can be deleted		
	Article 9	4.3		no longer relevant		
	Article 11			work on language		
124		Street and	Sidewalks	no changes recommended		
129		Taxation		no changes: 1, 2, 3, 4, 7, 10, 11.		
	Article 5			check on efectivedate 129-18		
	Article 6			check on percentage in 129-25		
	Article 8			re-examine		
	Article 9			re-examine 129-36		
133			evelopment	no changes recommended		
136		Town Cen	ter Neighborhood Str	ategic P recommend retiring		
139		Trailers		re-exaine grandfathr clause of 1952		
144		Vehicles a	nd Traffic			
	Article 1		a	no changes recommended		
	Article 2			re-examine		
150		Water		predates sewer installation so does not in	clude	
				sewers, but no changes recommended		

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#### **Chapter 11**

#### **ANNIVERSARY CELEBRATION**

#### § 11-1. Payment of financial obligations.

The Town of Colchester, pursuant to authority set forth in C.G.S.§ 7-148, shall pay the remaining outstanding financial obligations of the 275th Anniversary Celebration of the Town of Colchester; provided, however, that no more than the sum of \$3,600 shall be expended pursuant to this chapter.

# Chapter 18. Boards, Committees and Commissions Article IX. Regional Council of Governments

[Adopted 8-25-1992]

#### § 18-40. Joining of Regional Council by town.

The Town of Colchester hereby adopts C.G.S. §§ 4-124i through 4-124p providing for the formation of the Southeastern Connecticut Regional Council of Governments and does hereby join such Regional Council of Governments when and as such Council is duly established in accordance with said statutes upon the adoption of said statutes by not less than 60% of the eligible municipalities within the Southeastern Connecticut Planning Region as defined by the Secretary of the Office of Policy and Management or his or her designee, and upon certification by the Secretary of the Office of Policy and Management or his or her designee that a Regional Council of Governments has been duly established.

#### § 18-41. Repeal of previous ordinance.

When the Regional Council of Governments is duly established and the transition period called for in C.G.S. § 4-124-1(b), as amended, has been completed, the Town of Colchester does hereby rescind the ordinance of August 3, 1967, and any amendments thereto, that created the town's participation in the Southeastern Connecticut Regional Planning Agency.

### Chapter 21. Bond Issuance

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 9-25-1973. Amendments noted where applicable.]

#### **GENERAL REFERENCES**

Town Meeting for issuance of bonds — See Charter § C-701.

#### § 21-1. Issuance period.

The Town of Colchester issues its bonds in the principal sum of \$800,000 pursuant to the provisions of Chapter 110 of the Connecticut General Statutes, as amended, for the purpose of financing in part the period from September 16, 1973, to June 30, 1974, which amount does not exceed the appropriations for said period.

#### § 21-2. Maturity date.

Such bonds shall mature in substantially equal annual installments beginning one year from date of issue and ending not later than 20 years from date of issue, shall bear such date and rate of interest as may be determined by the Board of Selectmen. Hartford National Bank and Trust Company of Hartford, Connecticut, is appointed certifying and paying agent for such bonds; Messrs. Day, Berry and Howard of Hartford, Connecticut are designated as the attorneys at law to render an opinion approving the legality of such issue. The Treasurer shall keep a record of such bonds.

#### § 21-3. Signing and sealing

Such bonds shall be signed by the Selectmen, or a majority of them, and by the Treasurer of the Town of Colchester or bear a facsimile of any of such signatures, under the Seal of said town, or bear a facsimile of such Seal. The Board of Selectmen is authorized to determine the form of such bonds and with the Treasurer to sell such bonds at public or private sale, to deliver such bonds on behalf of the town and to do all other acts necessary and appropriate to complete the issue of such bonds.

#### § 21-4. Borrowing in anticipation of sale.

Pending the issue of such bonds as heretofore provided, the Selectmen and Treasurer are authorized to borrow such sums as may be necessary to defray the appropriations for the period ending June 30, 1974, in anticipation of the receipt of the proceeds from the sale of funding bonds authorized at this meeting. The Selectmen, or a majority of them, and the Treasurer are hereby authorized to determine the amount, date, maturity, interest rate, form and details of any notes and to sell and deliver the same.

# Chapter 49. Emergency Communications

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 8-10-1976. Amendments noted where applicable.]

# § 49-1. Agreement authorized.

The Board of Selectman is authorized to enter into a certain agreement with CEC, Inc. to provide for emergency communications service as is more particularly detailed in the proposed agreement, which agreement provided for a basic annual service charge of \$2,647.48, plus such additional annual sum not to exceed \$4,000 per year as may be needed to fund Colchester's share of the operating expense of the corporation, a copy of the herein before-mentioned agreement being appended hereunto.

#### § 49-2. Appropriation of funds.

The sum of \$2,647,48 be appropriated to pay the basic annual consideration due under the agreement with Colchester Emergency Communications Inc. for the fiscal year 1976-1977.

# Chapter 67. Food Service Establishments

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 4-16-1991. Amendments noted where applicable.]

#### **GENERAL REFERENCES**

Ordinance enforcement — See Ch. 93.

#### § 67-1. Findings.

The Public Health Code of the State of Connecticut (herein after referred to as the "Health Code") requires periodic inspection of public food service establishments (herein after referred to as "establishments") by the Municipal Director of Health. In order to comply with Health Code provisions, the following chapter is adopted.

#### § 67-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### **PUBLIC FOOD SERVICE ESTABLISHMENT**

Anyplace where food or beverages are served to the public.

#### § 67-3. Special classes of operations; fees.

The following special classes of establishment operations are adopted and the annual fees shall be as follows:

- A. Class A (nonprofit social, fraternal and recreational organizations which maintain permanent kitchen facilities): \$75.
- B. Class B [nonprofit social fraternal and recreational organizations which do not maintain permanent kitchen facilities and also, fairs, carnivals, bazaars and other activities of a temporary duration (not more than 14 days) at which food or beverages are served to the public]: \$50.
- C. Class C (synagogues, churches, charitable organizations and organizations primarily dedicated to community service): no fee.
- D. Class D (any restaurant with one to 49 seats): \$125.
- E. Class E (any restaurant with 50 to 100 seats): \$175.
- F. Class F (any restaurant with more than 100 seats): \$200.
- G. Class G (convenience store, take-out service, bakery, grocery store, deli): \$100.
- H. Class H (itinerant food vendors and caterers): \$75.

#### § 67-4. Inspections.

All establishments shall be inspected in accordance with provisions of the applicable section of the Health Code, and each such establishment shall be required to obtain a permit from the town evidencing that the required

inspections have been performed.

#### § 67-5. Annual permit; inspection fees.

- A. Except as provided in §§ 67-6 and 67-7, any person, corporation or organization which operates or maintains an establishment must obtain an annual permit. Fees are as stated above. The fees stated in § 67-3 shall cover four quarterly inspections.
- B. If any additional follow-up inspections are required, an additional fee of \$30 per additional inspection shall be due. Such annual fee shall become due and payable on the first day of July of each year or within 30 days after the initial serving of food or drink by such establishment, whichever shall first occur, and any additional fees for additional follow-up inspections shall be due and payable at the time of such inspection.
- [1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1).

#### § 67-6. Temporary permits; fee.

In lieu of the annual permit specified in § 67-5, operators of Class A establishments, which only occasionally serve food from their kitchen facilities or otherwise and Class B establishments may elect to obtain a temporary permit, limited to 14 days duration, and pay \$35 per inspection, which fee shall include one reinspection related to the initial inspection.

[1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. 1).

# § 67-7. Permit fee not required for Class C operators.

Class C establishment operators shall obtain either annual or temporary permits, but without payment of any permit fee.

#### § 67-8. Right of entry by Director of Health for inspections.

The Municipal Director of Health or his or her agent, after proper identification, shall be permitted to enter any establishment at any reasonable time for the purpose of making inspections to determine compliance with this chapter and the Health Code, Section 8.

#### § 67-9. Penalties for offenses.

Any person, corporation or organization which operates an establishment without having obtained the permit and paying fees provided for herein shall be deemed to be in violation of this chapter and shall be fined \$50. Each day of operation in violation of the provisions of this chapter shall be deemed a separate violation. The fine provided herein shall be collected by civil action by the Town Treasurer or may be imposed in such other manner as provided by law.

# Chapter 72. Health Department Permits and Fees

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 1-11-2001. Amendments noted where applicable.]

#### **GENERAL REFERENCES**

Building construction — See Ch. 24.

# § 72-1. Permits required for wells and water supply and sewage disposal facilities.

No person, firm, corporation or other entity shall construct, reconstruct, extend, modify or repair within the Town of Colchester a well, water supply facility or sewage disposal facility without first obtaining a written permit from the Director of Health or duly authorized agent.

#### § 72-2. Approval required prior to issuance of building permit.

No building permit for the construction of any building or any addition thereto shall be issued by the official authorized to issue building permits until there has been presented to such official the written permit issued pursuant to § 72-1 of this chapter or written approval, signed by the Director of Health or duly authorized agent, indicating that the well or other water supply facilities and the sewage disposal facilities located on the land on which said building or addition are to be constructed are satisfactory.

#### § 72-3. Fees.

#### [Amended 3-19-2009]

Fees for permits issued pursuant to § 72-1 of this chapter and approvals issued pursuant to § 72-2 of this chapter and for any related inspections required by the Health Department prior to issuing such permit or approval shall be adopted by the Board of Selectmen and shall be in addition to any fees for soil testing, plan review and other services performed by the Health Department or any fees charged by other town departments.

Service	Fee
Soils test - new lot	\$100
Soils test - repair	\$75
Site plan review - new	\$100
Site plan review - repair	\$50
Site plan review greater than 2,000 gallons per day	\$100
Each revised site plan after one free revision	\$150/lot
Subdivision, multi-lot plan review - subsurface sewage disposal	\$50/lot
Each revised subdivision, multi-lot plan after one free revision - subsurface system	\$75/lot
Subdivision plan review - municipal sewered sites	\$10/lot
Each revised site plan after one free revision - municipal sewer	\$10/lot

Service	Fee
Septic permit - new lot	\$125
Septic permit - repair	\$75
Septic permit greater than 2,000 gallons per day	\$150
Septic permit greater than 2,000 gallons per day, repair	\$150
Well permit	\$60
Mortgage/Bank inspections	\$25

# Chapter 77. Housing Partnership

[HISTORY: Adopted by the Board of Selectmen of the Town of Colchester 10-2-1988. Amendments noted where applicable.]

#### **GENERAL REFERENCES**

Housing needs of the elderly — See Ch. 18, Art. V.

#### § 77-1. Declaration; purpose.

The Board of Selectmen of the municipality of Colchester hereby declare that a Local Housing Partnership be formed, in accordance with C.G.S. § 8-336f, in order to develop ways to increase the supply and availability of affordable housing in Colchester.

# § 77-2. Housing Partnership created; membership.

There is hereby created the Colchester Housing Partnership, appointed by the chief elected official of the municipality. The partnership shall consist of the following members:

- A. The chief elected official of Colchester.
- B. Representatives of the Planning Commission, Zoning Commission, Inland Wetlands Commission, Housing Authority and any local community development agency, not to exceed five in number.
- C. Representatives of the local business community, such as local bankers, realtor's and developers, not to exceed three in number.
- D. Representatives of public interest groups, such as housing advocates, members of the clergy, members of local civic groups and representatives of local nonprofit corporations, not to exceed three in number.
- E. Local urban planning, land use and housing professionals, not to exceed three in number.

# § 77-3. Responsibilities of town for initial designation under program.

Responsibilities of the Municipality of Colchester, in order to receive initial designation under the Connecticut Housing Partnership Program shall include the following:

- A. Submit evidence to the Commissioner of Housing that the Colchester Housing Partnership has been formed in accordance with C.G.S. § 8-336f.
- B. Submit evidence to the Commissioner of Housing that sufficient local resources have been committed to the Colchester Housing Partnership.

#### § 77-4. Duties of Housing Partnership.

Duties of the Colchester Housing Partnership, in order to receive development designation under the Connecticut Housing Partnership Program, shall include the following:

- A. To examine and identify housing needs and opportunities in the community.
- B. To explore the availability of any state, municipal or other land that is suitable for the development of affordable housing.
- C. To review applicable zoning regulations to determine whether such regulations restrict the development of affordable housing in the community.
- D. To identify any necessary changes to such regulations.
- E. To establish priorities and develop a long-range plan to meet identified housing needs in the community consistent with regional housing needs.
- F. To establish procedures for the development of a written proposal to achieve such priorities in accordance with said plan.
- G. To start an activity, development or project designed to create additional affordable housing in Colchester.

#### § 77-5. Conflicting resolutions, orders, rules and regulations.

At all times when any orders, rules and regulations made and promulgated pursuant to this chapter shall be in effect, they shall supersede all existing resolutions, orders, rules and regulations insofar as the latter may be inconsistent therewith.

#### § 77-6. No conflict with state or federal statutes.

This chapter shall not be construed so as to conflict with any state or federal statute, rule or regulation.

#### § 77-7. Expenses.

No person shall have the right to expend any public funds of the municipality in carrying out any Partnership activities authorized by this chapter without prior approval by the legislative body nor shall any person have any right to bind the municipality by contract, agreement or otherwise without prior and specific approval of the legislative body.

# Chapter 90. Officers and Employees

[HISTORY: Adopted by the Town Meeting of the Town of Colchester as indicated in article histories. Amendments noted where applicable.]

### Article I. Social Security

[Adopted 12-17-1952]

#### § 90-1. Application for membership.

The Town of Colchester shall apply for membership and participate in the Old Age and Survivors Insurance System under Title II of the Social Security Act as amended in accordance with Public Act No. 277 of the 1951 Public Act as of the first day of July 1952, for all its employees with the exception of employees performing such services and all classes of part-time positions and the employees excluded by Section 3 of said Public Act No. 277.

## § 90-2. Execution of agreements by Board of Selectmen.

The Board of Selectmen shall execute on behalf and in the name of the Town of Colchester any and all agreements with the State Employees Retirement Commission for the aforesaid purposes, in accordance with and subject to the provisions of said Public Act 277 and subject to the provisions of said Public Act 277 and subject to the regulations promulgated by the State Employee's Retirement Commission pursuant to said Public Act 277.

#### § 90-3. Deduction from wages.

The Board of Selectmen of the Town of Colchester be and is hereby authorized and directed to make deductions from the wages of the employees participating in the aforesaid Old Age Survivors Insurance System as required by Section 4 of said Public Act No. 277, and to forward the amount thereof, together with the contribution of the Town of Colchester, to the State Employees Retirement Commission in manner and form prescribed by said regulations.

## Chapter 120. Solid Waste

# Article I. Disposal of Septic Tank Pumping

[Adopted 3-7-1984]

#### § 120-1. Findings.

Section 22a-220 of the Connecticut General Statutes requires the Town of Colchester to make provisions for the safe and sanitary disposal of septic tank pumping generated within its boundaries. The Town of Colchester has arranged for the disposal of said septic tank pumpings in a disposal facility maintained by the City of Norwich. Section 22a-220(a) of the Connecticut General Statutes further provides that the town may, by action of its legislative body, provide for the levying of a charge for such disposal of septic tank pumpings.

# § 120-2. Users responsible to City of Norwich for fees and charges.

Pursuant to C.G.S.§ 22a-22o(a), any person not in the employ of the Town of Colchester who utilizes the facilities of the City of Norwich for the disposal of septic tank pumpings generated within the Town of Colchester shall be responsible for the payment of any and all charges or fees levied by said city for said disposal. The Town of Colchester shall incur no expense by virtue of its provision for the disposal of septic tank pumpings in the City of Norwich.

## Chapter 136. Town Center Neighborhood Strategic Plan

[HISTORY: Adopted by the Town Meeting of the Town of Colchester 10-6-1998. Amendments noted where applicable.]

#### **GENERAL REFERENCES**

Town Center Neighborhood Strategic Plan — See Ch. A156.

#### § 136-1. Adoption of plan.

The legislative body of the Town of Colchester, Connecticut, hereby approves and adopts the Town Center Neighborhood Strategic Plan, dated February, 1998.<sup>[1]</sup>

[1] Editor's Note: See Ch. A156, Town Center Neighborhood Strategic Plan.

#### § 136-2. Town Center Neighborhood Revitalization Zone Committee.

The legislative body of the Town of Colchester, Connecticut, hereby establishes a Town Center Neighborhood Revitalization Zone Committee by reconstituting the Town Center Neighborhood Revitalization Planning Committee to become said Zone Committee.