



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectmen Minutes
Meeting Minutes
Thursday, January 2, 2020
Colchester Town Hall @ 7:00pm

RECEIVED
COLCHESTER, CT
2020 JAN -6 PM 12:29
Gayle Furman
TOWN CLERK

MEMBERS PRESENT: First Selectman Mary Bylone, Rosemary Coyle, Denise Mizla, Denise Farmer, Taras Rudko

MEMBERS ABSENT: none

OTHERS PRESENT: Town Clerk G. Furman, Director of Public Works J. Paggioli, Director of Parks and Recreation, Tiffany Quinn, Assessor John Chaponis, Registrar Dot Mrowka, Fire Marshall Sean Shoemaker

1. **Call to Order:** Mary Bylone called the meeting to order at 7 p.m.
2. **Pledge of Allegiance** – Led by the Cub Scout Troop #13
3. **ADDITIONS AND/OR DELETIONS TO THE AGENDA:** None
4. **Citizen's Comments** – Cub Scout Troop #13 explained that they were attending the meeting to learn about the local government.
5. **Consent Agenda** – R. Coyle moved to remove 5 a. Approve Minutes of the December 5, 2019 Board of Selectmen Meeting to item 6 on the Agenda, seconded by D. Mizla. Unanimously Approved. MOTION CARRIED. D. Turner moved to approve the remainder of the consent agenda, seconded by R. Coyle. Unanimously Approved. **MOTION CARRIED.**
 - a. Reappointment of Christopher Cameron to the Police Commission for a term to expire 1/2/2023
 - b. Reappointment of Gina Kunst to the Eastern Regional Tourism District for a term to expire 1/2/2023
6. **Minutes of the December 5, 2019 Board of Selectmen Meeting** - R. Coyle made the following corrections to the Liaison Reports: Sixth and seventh sentences to be changed to: "Open Space is recommending donating the open space from the four lot subdivision on Scott Hill Road to the Norwich

Reservoir. If the Norwich Reservoir doesn't want the land, Open Space recommends the collection of fee in lieu for the town. The Land Trust is building an 8 car gravel parking lot on Bulkeley Hill for educational and nature programs. She asked to clarify that the Open Space Commission is down two members, not down to two members. R. Coyle moved to approve the minutes of the December 5, 2019 meeting as amended, seconded by D. Turner. Unanimously Approved. **MOTION CARRIED.**

7. Boards and Commissions – Interviews and/or Possible Appointments and Resignations

- a. Commission on Aging – Geraldine Transue was interviewed for a possible appointment to expire 12/1/2020
- b. Commission on Aging – Sandra Gaetano was interviewed for a possible appointment to expire 12/1/2021
- c. Sewer and Water Commission – Ronny Segura was interviewed. R. Coyle moved to appoint R. Segura to the Sewer and Water Commission for a term to expire on 6/30/2020, seconded by D. Mizla. Unanimously Approved. **MOTION CARRIED.**
- d. Police Commission – Beatrice Farlekas was interviewed. M. Bylone noted that the Police Commission hasn't had a quorum for many months, and asked if the board could expedite the approval for the Police Commission. R. Coyle moved to appoint B. Farlekas to the Police Commission for a term to expire 11/1/2021, seconded by D. Mizla. Unanimously Approved. **MOTION CARRIED.**
- e. Police Commission – James Stavola was interviewed. D. Turner moved to appoint J. Stavola to the Police Commission for a term to expire 11/1/2021, seconded by R. Coyle. Unanimously Approved. **MOTION CARRIED.**
- f. R. Coyle moved to appoint Gregg LePage to the Water and Sewer Commission for a term to expire 10/1/2021, seconded by D. Mizla. Unanimously Approved. **MOTION CARRIED.**
- g. D. Mizla moved to appoint Theresa Congdon to the Historic District for a term to expire 11/30/2023. Discussion followed that T. Congdon hadn't attended a Historic District Commission Meeting. It was asked that there be follow up with the commission to see if she has attended before appointing her. D. Mizla withdrew her motion.
- h. D. Turner moved to appoint Carla Roselli to the Agriculture Commission for a term to expire 11/30/2021, seconded by D. Mizla. Unanimously Approved. **MOTION CARRIED.**

8. Sean Shoemaker discussed the Homeland Security Grant Program (HSGP) – item moved to the next agenda item until copies of the resolution were distributed.
9. **Discussion and Possible Action on a 2020 RFP for RecPlex Concession Stand Contract** – Tiffany Quinn explained the changes to the RFP. R. Coyle moved to approve the 2020 RFP for RecPlex Concession Stand Contract, seconded by D. Mizla. Unanimously Approved. **MOTION CARRIED.**
10. **Discussion and Possible Action on the Parks and Recreation Department change in Non-Resident program fees** – Tiffany does not know the history of the \$20 non-resident fee and is recommending removing the fee. M. Bylone asked if preference would be given to Colchester Residents, T. Quinn said they are working on that. T. Rudko asked to see more metrics on the fees. T. Quinn said she would provide additional information at the next Board of Selectman meeting. Decision deferred until the next Board of Selectman meeting.
11. **Board Members reviewed the Homeland Security Grant paperwork.** D. Turner moved to approve and give M. Bylone the authorization to sign necessary paperwork, seconded by R. Coyle. Unanimously Approved. **MOTION CARRIED.**
12. **Discussion and Possible Action that the Board of Selectmen Award RFP 2019-08 DPW** – Colchester Water Division Well 3A – Pump House & Associated Piping to Milton C. Beebe & Sons, Inc., for the cost of \$546,559.00 and to authorize the First Selectman to enter into a contract and sign all necessary documents. J. Paggioli explained the pump and what the RFP was for and that Milton C. Beebe & Sons, Inc. were the responsible low bid. R. Coyle moved to award RFP 2019 – 08 DPW – Colchester Water Division Well 3A – Pump House & Associated Piping to Milton C. Beebe & Sons, Inc., for the cost of \$545,559.00 and to authorize the First Selectman to enter into a contract and sign all necessary documents, seconded by D. Mizla. Unanimously Approved. **MOTION CARRIED.**
13. **Discussion and Possible Action for approval of the purchase of the new VGSI (Vision Government Solutions Inc.) Ver 8 SQL Computer Assisted Mass Mass Appraisal (CAMA) software** and conversion of existing Assessors office data for the amount of \$16,000 and associated budget transfer from contingency, and authorization for the First Selectman to sign any and all documents related to purchase. Assessor John Chaponis explained that the old software in the Assessor's Office is obsolete and needs to be updated. D. Mizla moved to approve the purchase of the new VGSI (Vision Government Solutions Inc.) Ver 8 SQL Computer Assisted Mass Mass Appraisal (CAMA) software and conversion of existing Assessors office data for the amount of \$16,000 and associated budget transfer from contingency, and authorization for the First Selectman to sign any and all documents related to

purchase pending Board of Finance Approval, seconded by R. Coyle. Unanimously Approved. **MOTION CARRIED.**

14. Old Business - None

15. CITIZEN'S COMMENTS - None

16. FIRST SELECTMAN'S REPORT –

- A. The town is still working with OpenGov to resolve some issues that they had regarding the viewing of documents. Both the town and OpenGov are invested to make it work.
- B. The special election is going to be on January 14. All three polling locations will have to be open. This is resulting in an \$800, unbudgeted, security cost since Bacon Academy will have to be open for polling.
- C. The town received notification that we received a grant that Shannon Owens applied for \$29,815 for DUI Enforcement.
- D. State DOT Bridge Report – We have 8 bridges in town. Norton Mill Bridge is being repaired through the Norton Park Committee, but the other seven bridges are deteriorating. The town will be getting more information on the cost of repair.
- E. There are over 20 applications for the Director of Human Resources position. M. Bylone and Superintendent Jeff Burt will be meeting to discuss on Jan. 3.
- F. Town's Facebook Page is back up and running, were able to keep all the previous followers.

17. LIAISON REPORTS – T. Rudko attended the Friends of Cragin Library. They discussed the book sale and the need for an extra scanner that helps with pricing books. They may have a bag sale this year. They are trying to sort out a legal affair with their name. Friends have used several different variations of their name for different purposes over the years and they now have to be reconciled with different authorities (IRS, State of Connecticut, US Postal Service, etc.) before they can move forward with some fundraising ideas that they have in the works. Their official legal name is "Friends of Cragin Memorial Library".

T. Rudko attended Sewer and Water Commission where they discussed the well pump that was approved in the current Board of Selectmen Meeting.

R. Coyle attended one of the last WJMS Building Committee meetings. There are still some punch list items that need to be completed in the spring. The final meeting will be May 14. The project has been very efficient and came in under budget. R. Coyle attended Senior Center Building Committee and the RFQ for an architect will be opened on Friday, January 3. The plan is to go to a referendum in fall of

2020. R. Coyle reported that the Commission on Aging raised \$2,500 at the Holiday Fair. Senior Center Director's report is attached to the minutes.

D. Turner attended the Board of Assessment Appeals. The BAA elected Andrew Courneyer as the chair.

D. Mizla attended the Board of Education meeting where they announced their officers. Mary Tomasi is the Chair, Chris McGlyn is the Vice Chair and Amy Domeika is Secretary.

D. Mizla reported Norton Park received their first donation. The Committee has selected point people for different parts of the project. J. Paggioli has some items from the old mill that the committee hopes to use.

18. ADJOURN – T. Rudko motioned to adjourn, seconded by D. Turner. Unanimously approved. **MOTION CARRIED.**

19. Respectfully Submitted,

Heide Perham
Executive Assistant to First Selectman

Town of Colchester
127 NORWICH AVENUE,
COLCHESTER, CT., 06415-1260

Mary Bylone
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

Bid # 2020-01

**Request for Proposals
Town of Colchester
Operation of a Food & Soft Drink Concession
Colchester Recreation Complex**

BID # 2020-01

Bids shall be addressed to 1st Selectman, Mary Bylone, 127 Norwich Avenue, Suite 201, Colchester, Connecticut. 06415 on or before **2:00 P.M. Friday, January 31, 2020.**

Bids shall be submitted in a sealed envelope clearly marked, "2020-01 Operation of a Food & Soft Drink Concession Colchester Recreation Complex". Bid opening shall take place at the Colchester Town Hall, Office of the 1st Selectman, 127 Norwich Avenue, Suite 201, Colchester, CT. 06415 at **2:00 P.M. Friday, January 31, 2020.**

Any questions concerning this bid may be answered by contacting Tiffany Quinn., Town of Colchester Recreation Director, at (860) 537-7297.

No right shall accrue to any person submitting a bid until such bids have been accepted and lease awarded in writing by the duly authorized representative of the Colchester Board of Selectman. The Colchester Board of Selectman reserves the right to reject any and all bids and to accept the lowest responsible bidder, and to waive any informalities, omissions, excess verbiage, or technical defects in the Bidding, if, in the opinion of the Board of Selectman, it would be in their best interest to do so.

Instructions To Applicants

Mark envelope in the LOWER LEFT-HAND CORNER: Proposal for Food and Soft Drink Concession- RFP # 2020-01

All proposals shall include three (3) copies of the following:

- | | |
|---|--|
| - Official Proposal Sheet | - Worker's Comp Certificate |
| - Menu and Price List | - Proof of proper licenses/permits |
| - Hours of Operation | - Three (3) references related to applicant's food service experience |
| - Bid Amount: Yearly Rental Fee | - \$500 Security Deposit payable to "Town of Colchester" |
| - Resume of On-site Manager | |
| - Proof of ability to obtain required Insurance | |

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RFP #2020-01 **BID FORM**

BIDDERS: COMPLETE ALL INFORMATION REQUESTED BELOW. BIDDER MUST SIGN BID FORM.

COMPANY NAME & ADDRESS: _____

TELEPHONE #:

_____ - _____

FAX #:

_____ - _____

EMAIL:

REPRESENTED BY:

(Name & Title)

INSTRUCTIONS: *The undersigned, attesting to be a duly authorized representative of the Bidder, having familiarized himself/herself with the existing conditions of the premises and Specifications contained herein affecting the cost of the work, hereby proposes to furnish the Town of Colchester with all supervision, technical personnel, labor, materials, equipment, tools, appurtenances, permits, fees and services required to perform and satisfactorily complete the work specified, in accordance with said Specifications, for the sums as indicated below.*

BASE BID

<u>Item #</u>	<u>Description</u>	<u>Price for Item</u>
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1	Concession Stand Rental Fees	_____
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Total of estimate Amount Written in words:

Bidders Name (print)

Authorized Signature

Bidders Address: _____

Bidders Phone

Bidders FAX

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BID #2020-01 General Specifications

All bids must be submitted on the enclosed "Bid Form" *No Exceptions*. Bidder shall provide information regarding the bidder's qualifications, company history, etc. on separate sheets.

SCOPE

This lease shall be defined as, but not limited to: The Town shall grant to the Lessee the exclusive concession stand (upper field) rights for the sale of snacks and snack food, candies, ice cream, soft drinks, popcorn, peanuts, confections of all kinds (except chewing gum, beer, wine, tobacco products and intoxicating liquors), all known hereinafter collectively as "Concessions." No concessions shall be dispensed in glass or metal containers, at and/or within the municipally owned or operated facilities within the Town of Colchester known as "the Premises", or referred to as "Park". This Agreement requires that the Lessee shall sell Concessions (upper field) within and upon the Premises.

The Lessee shall allow organizations/businesses approved by the Recreation Director to sell novelties (non-food items) on the Premises. The Lessee shall be required to cooperate with all organizations/businesses approved by the Recreation Department, to sell food items to benefit their organizations, not to exceed 25 days per calendar year.

The Lessee may not sub-let or assign the operation of the Concession Stand without written approval of the Recreation Director.

Should the Lessee fail to provide the service as contracted, the Town of Colchester may cancel the contract with a 2 week notice. The Town may enter into a temporary contract with a new company for the remaining time of the contract to ensure the appropriate services are provided.

ADDITIONAL OPTIONS

Lessee shall not be obligated to provide additional concession outlets outside the existing concession premises. Lessee may at the Town's concurrence provide portable concession facilities, with appropriate approvals/permits.

In the event any new, enlarged or changed recreation or concession facilities are constructed by the Town at any of these locations or at any other locations, the Lessee shall have opportunity to review and comment on such plans, drawings or designs as may be prepared in support of such project. The Lessee may serve as an advisor to the Town on construction of concession facilities, but such service, if any, shall be at no cost to the Town. Comments or suggestions made by the Lessee are not binding to the Town. The Lessee may be chosen by the Town to provide concession sales for a new park, parks, or recreation center facilities, but the terms of this proposal do not and shall not include such services by Lessee.

VENDING MACHINES

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As a separate option, the Town may choose to allow the Lessee to provide at least one soft drink vending machine and one snack food vending machine. The Lessee shall bear all costs of transportation, maintenance and stocking of the machine(s) and shall bear all risk and cost of loss or damage to the Machine(s), including but not limited to replacement, repair, lost profit, lost advantage or lost opportunity. Town shall provide a location or locations for vending machine placement.

JANITORIAL SERVICES

The Lessee will be responsible for the cleaning, picking-up, disinfecting and extermination services in all areas under his control. This will include the kitchen, vending machines and immediate surrounding areas. The Lessee shall remove or secure all equipment, supplies, materials, and trash from the immediate areas around the concession buildings or vending machine(s) and adjacent premises. Trash shall be picked up and containerized following the day's event(s). Trash and garbage disposal will be provided by the Town. Cardboard boxes must be broken up and removed by the Lessee. Lessee must keep all areas under his control, including trash and garbage storage, in a condition of cleanliness suitable to the requirements of the Chatham Health District.

EQUIPMENT

The Lessee may make use of any/all equipment that is installed at the facility. The Town is under no obligation to provide, repair or replace equipment. Examples of equipment that are typically available include:

- Sinks (Dish Washing & Hand washing)
- Picnic Tables
- Exhaust Hood/Ansul System
- Fire Extinguisher

OTHER EQUIPMENT

With the prior approval of the Public Works Director, lessee may install, at his own expense, any other equipment which is necessary for the operation or desirable for efficient operation. All such equipment shall be considered personal property of the Lessee, and may be removed upon the termination of the Lessee, unless amounts are due and owing for damage/cleaning. It is understood that the removal of such equipment and fixtures will be accomplished in such a way as to cause no damage to the building. In doing so, Lessee shall not make any alterations to the facility without prior written approval of the Public Works Director. All requests must be submitted to the Public Works Department.

EQUIPMENT MAINTENANCE

Responsibility for maintaining the equipment owned by the Town will be that of the Lessee. All such equipment must be returned to the Town at the end of the lease term in the same condition (ordinary wear-and-tear is expected). The Lessee shall maintain such equipment in good order and repair at all times and shall renew the same when necessary. Equipment that wears out from normal usage during the period of the Concession may be replaced by the Lessee, and will be the property of the Lessee.

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The Lessee shall pay for all repairs and upkeep on any and all equipment owned, leased, rented or controlled by it and used by it in the sale or provision of Concessions. The Lessee accepts the Concession Premises in the condition that the same now are in, and shall maintain the same in as good condition as the same now are in.

ACCESS TO PREMISES

Lessee shall have the use of the Premises solely and exclusively for the purvey of concessions. The Town shall have reasonable access to the Premises as provided hereunder in order to determine compliance with this Agreement and applicable law, to conduct unannounced periodic inspections including premises, food, and food packaging and in emergency situations, acknowledging and recognizing Lessee's right to keep the Premises secure and to be free from unreasonable interference.

UTILITIES

The Town shall furnish without charge, water and electricity to be used reasonably by the Lessee. It is the obligation of the town to provide any and all piping, wiring and plumbing installations necessary for the sale of concessions. Any expansion of service shall be done with prior approval of the Public Works Director and shall meet all necessary codes. Any such installation shall become property of the town.

The Town shall in no way be obligated to pay for any plumbing, electrical or mechanical repairs made to the premises without prior written authorization of the Public Works Director. Written authorization shall not be unreasonably withheld unless budgetary constraints do not allow for expansion of services.

The Town shall not be obligated to supply storage facilities or other facilities or equipment other than those available within the concession premises.

MENU AND PRICE

(Return with your proposal a copy of the menu you intend to serve, showing prices.)

The principal objective is to assure the public of satisfactory service and quality of products at reasonable rates. Food will be subject to the review of the Chatham Health Dept., their agents, assigns and consultants.

The price of all products sold on the premises shall be competitive with prices for similar products within the Town of Colchester and immediate surrounding area. All food prices shall be legibly posted on a bulletin board furnished by the Lessee. Lessee shall not change any merchandise price without first obtaining the approval of the Recreation Director. The Town retains the right to finally determine the pricing of concessions. If the Town does not accept the pricing, the Lessee may not sell the item or may appeal the Director's decision to the Parks and Recreation Commission. The decision of the Parks and Recreation Commission shall be final.

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MEETINGS

Meetings shall be designated by the Town (at a place and time agreed upon mutually by the Town and the Lessee) for the purpose of discussing current operational problems, presentation of official requests for changes of schedules, prices, portions, products or policies, and other pertinent business which may arise.

HOURS OF OPERATION

The Lessee shall use its best efforts to satisfy the reasonable demands of the patrons. Starting in mid-April until mid-November, the premises shall be open for service to the public. The hours set forth are minimum standards and may be expanded upon by the Lessee. Service hours are not to exceed 11 p.m. curfew of park. The Lessee may not vary from the minimum standards set forth without the express written approval of the Recreation Director, for good cause shown. Hours of operation shall be legibly posted on a bulletin board furnished by the Lessee. The Town expressly reserves the right to reasonably require that concession services be made available at all scheduled events. The Town shall provide a schedule to the Lessee for the activities scheduled for the Premises. Said schedule shall be provided two weeks prior to the first event at which Lessee shall offer Concessions. It is the lessee's responsibility to check schedules at the Parks & Recreation office and with the different youth and adult leagues for additions, changes, cancellations and make-up days.

PERSONNEL

(Bid proposal will include a copy of all certifications and qualifications)

Lessee will, at all times, maintain an adequate staff of employees for the efficient operation of the business. The Lessee shall be a "Qualified Food Service Operator" (QFO) or shall have an employee on-site who is a "Qualified Food Service Operator" (QFO). Proof of Qualified Operators credentials shall be submitted to the Recreation Director. All employees of the Lessee shall be dressed in neat and clean attire. The Lessee shall employ only competent and satisfactory workers. Whenever the Town shall notify the Lessee in writing that any person employed on the premises, in its opinion, is incompetent, disorderly, unsanitary or otherwise unsatisfactory, such person shall be discharged and shall not again be employed without the consent of the Town. All employees must meet requirements of Labor Laws.

Upon awarding of lease, selected Lessee must submit job resume of on-site manager/operator, and demonstrate period satisfactory skills in food handling and expedient service to park customers.

The Lessee agrees to conduct concession sales in a clean, healthful and orderly manner and shall have responsible adult supervision on duty at all times.

LICENSES & PERMITS

(Bid proposal will include a copy of all licenses and permits pertaining to this bid)

Any and all food service/sales must comply with applicable state and local health and licensing laws. The Lessee shall comply with all federal state, county and city laws, rules and regulations

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relating to the physical condition of the Premises, food service sanitation, licensure and operation of Lessee's activities hereunder.

SURVEY BY APPLICANTS

Potential applicants are urged to visit the premises to view in detail the premises offered by the Town. Questions of policy or questions regarding the proposal, prospectus or lease may be answered by Tiffany Quinn, Recreation Director and Jim Paggioli, Public Works Director, 127 Norwich Ave. Colchester, CT 06415, (860) 537-7297 or 537-7288.

SECURITY DEPOSIT

The Lessee shall post a security deposit in the amount of \$500, payable to the Town of Colchester, with the proposal, conditioned to provide that the Lessee shall be liable for any and all damage caused by use or operation of the facility, or the removal of equipment.

ACCOUNTING METHODS AND PAYMENTS

The lessee shall maintain accurate and complete accounting records and submit an annual summary of gross sales, excluding collected sales tax, to the Recreation Director by November 30, 2020.

AUDITS

The Town shall have the authority to audit, examine and copy the Lessee's books and records and books related to performance of this agreement. Such audits shall be supervised by the Town Finance Manager, and shall be made as he/she deems necessary to protect the Town.

ACCOUNTING RECORDS

The Lessee shall make available to the Town copies of his federal income tax return and accountant's report when and if requested.

REMOVAL OF EQUIPMENT

The Lessee may, upon termination or expiration of this Agreement, remove from the Premises all equipment belonging to and installed by Lessee except that which has been accepted by the Town as Town Property, so long as such removal does not cause damage. The Lessee shall remove all of its equipment from the concession premises within fifteen (15) calendar days, or said equipment shall become the property of the Town. The Lessee shall leave the Premises, following such removal, in at least as good condition as the same now are in.

USE OF PREMISES

The Lessee shall take every precaution against injuries to persons or damage to property. The Lessee shall be aware at all times that additional safety considerations should be taken. Particular care shall be taken by the Lessee and all those in his/her employ that all tools, equipment, ladders, materials, etc. are not left unsupervised.

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INSURANCE REQUIREMENTS:

The Lessee shall maintain for the life of the Lease 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, must be submitted at the time of award.

A. Commercial General Liability:

Limits of Liability:-Each Occurrence - \$1,000,000

General Aggregate - 2,000,000

Including coverage for:

- 1. Products/Completed Operations.
- 2. Lease Insurance.
- 3. Broad Form Property Damage.
- 4. Independent Lessees.
- 5. Personal Injury.
- 6. Premises-Operations.

B. Worker's Compensation - Statutory

C. The Town of Colchester shall be listed as additional insured on Commercial General Liability policies.

D. The lease of insurance shall provide for notice to the Town of cancellation of insurance policies thirty (30) days before such cancellation is to take effect.

Damages: Successful bidder shall be held responsible for any damages to existing structures, systems, or equipment caused by lessee due to negligence. Any subsequent repair shall be done at no additional cost to the Town.

References: Lessee must supply three (3) references where similar work was performed within the last 5 years.

RENTAL PERIOD

April 1, 2020 through November 31, 2020

Basis of Award: This lease will be awarded to the *lowest responsible qualified bidder* meeting specifications or providing a proposal that at the sole discretion of the Town, meets the needs and performance criteria of the Town. The minimum acceptable bid will be \$1500 per calendar year.

Bid Award: Once the Lowest Responsible Qualified Bidder has been identified and award of the bid is authorized, the Purchasing Agent shall prepare or cause to be prepared: (1) a purchase order to confirm the bid award or 2) when required a lease. The Purchasing Agent will bring the recommendation forward to the Board of Selectman for approval as required by the Town Charter, State Statutes, and the Town of Colchester Purchasing policy.

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The lessee 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 Lease Agreements. In addition, the lessee 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 lessee's performance or lack of performance of the Lease. Such "losses" shall include all reasonable attorney's fees and costs incurred in the representation of the Town, or any of their respective members, officers, employees, sub-committees of the Town or agents in any suit or claim arising from the lessee's performance or lack of performance of the Lease or arising from the enforcement of this provision.

LEASE

THIS AGREEMENT made this ___th day of _____, 2020, by and between _____
_____ herein after called the "Lessee", and the Town of Colchester.

WITNESSETH, that the Lessee and the Town of Colchester for the bid sum of one thousand, five hundred dollars (\$1500.00) and considerations stated herein mutually agree to provide as described in RFP 2020-01 Request for Proposals Town of Colchester- Operation of a Food & Soft Drink Concession, Colchester Recreation Complex and submitted response by the lessee.

Article 1. Statement of Work: The Lessee shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and service and perform and complete in an efficient and workmanlike manner all work required for the Professional services in strict accordance with the Lease Documents, including all Addenda, thereto, all as prepared by the Town of Colchester. It is recognized that the general and specific scope of the project is outlined within the Proposal documents.

Article 2. The Lease Price: The Lessee will pay the Town of Colchester a rental fee for the use of the Lease in current funds for the total amount stipulated in the Bid for the exclusive use of the Concession Stand at the Colchester Recreation Complex. The minimum acceptable bid will be \$1500.

Article 3. Lease Documents: The executed lease documents shall consist of the following:

- | | | |
|---------------------------|-----------------------------------|-----------------------|
| a. This Agreement | e. Resume/Certifications of staff | i. Signed Copy of Bid |
| b. Insurance Certificate | f. Menu with prices | j. Hours of Operation |
| c. Invitations for Bids | g. Notice of Award | k. Deposit |
| d. Instruction to Bidders | h. Bid Proposal | l. Lessee References |

THIS AGREEMENT, together with other documents enumerated in this Article 3, which said other documents are as fully a part of the Lease as if thereto attached or herein repeated, form the

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Lease between the parties thereto. In the event that any provision in any component part of this Lease conflicts with any other component part, the provision of the component part first enumerated in this Article 3, shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

TOWN OF COLCHESTER:

Attest: _____ By: _____
(Name)

(Title)

Lessee:
Attest _____ By: _____
(Name)

(Title)

Certification of Corporate Lessee

I, _____, certify that I am the _____
of the corporation named as Lessee herein; that _____ who
signed this Agreement on behalf of the lessee, was then _____ of said corporation; that
said Agreement was duly signed for and on behalf of said corporation by authority of its
governing body, and is within the scope of its corporate powers.

Corporate
Seal

Town of Colchester

127 NORWICH AVENUE,
COLCHESTER, CT., 06415-1260

Mary Bylone
First Selectman

(860) 537 - 7220
FAX: 537 - 0547

(Signature)

(Corporation)



**FFY 2019 STATE HOMELAND SECURITY GRANT
PROGRAM Region 4 MEMORANDUM OF AGREEMENT**




Data Sheet


Step 1- Fill out this datasheet form to auto populate MOA document in this PDF file.

THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY

Step 2-After populating the document, print out entire MOA and obtain the correct signatures as outlined by the completion checklist on the following page.

Town Information: 	
Person Completing Document:	Sean Shoemaker, EMD
Municipality Name:	TOWN OF COLCHESTER
Town CEO Name:	Mary Bylone
Town CEO Title (ie. Mayor):	First Selectman

***Municipality Name - Municipalities can enter the name as either the long or short name, for example: enter name as either "New Haven" or "City of New Haven"**

Point of Contact Information: 	
POC Name & Title:	Mary Bylone First Selectman
Address:	127 Norwich Avenue, Colchester, CT 06415
Email:	mbylone@colchesterct.gov
Phone:	860-537-7200
Fax:	860-537-0547



FFY 2019 STATE HOMELAND SECURITY GRANT PROGRAM Region 4 MEMORANDUM OF AGREEMENT CHECKLIST



Please use this checklist to insure completion and accuracy of the following agreement.

1. Instructions for: TOWN OF COLCHESTER

Received by: Sean Shoemaker, EMD

For the MOA:

- ☐ A municipal point of contact been identified in Part III, Section M.
- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.

☐ Authorizing Resolution Attached

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2019 Homeland Security Grant Program. **No other resolutions will be accepted.**

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

Once complete, mail the complete MOA package to: James Butler, Executive Director, Southeastern CT Council of Governments, 5 Connecticut Avenue, Norwich, CT 06360

2. Instructions for the Southeastern CT Council of Governments

Received by: _____

Review and Signature

- ☐ The Chief Executive Officer has signed and dated the agreement.
- ☐ The Chief Executive Officer's name and title has been typed in the space provided.
- ☐ The Region 4 REPT Chair has signed and dated the agreement.
- ☐ The Region 4 REPT Chair's name has been typed in the space provided.
- ☐ All of the items listed on this checklist have been completed and are correct.

Once complete please contact your DESPP/DEMHS Program Manager to schedule a MOA review meeting.

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2019 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

DUE DATE: January 8, 2020

MEMORANDUM OF AGREEMENT

REGARDING USE OF FEDERAL FISCAL YEAR 2019 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

I. AGREEMENT REGARDING THE USE OF FEDERAL HOMELAND SECURITY GRANT FUNDS TO SUPPORT REGIONAL SET-ASIDE PROJECTS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT Council of Governments (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2019 State Homeland Security Grant Program (SHSGP), Award No. EMW-2019-SS-00040. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2019 SHSGP in the total amount of \$1,539,465 on behalf of local units of government, for the following seven regional set-aside projects designed to benefit the state's municipalities:
 - a. Regional Collaboration;
 - b. Connecticut Intelligence Center/Fusion Center;
 - c. CBRNE Detection and Response;
 - d. Metropolitan Medical Response System;
 - e. Citizen Corps. Program;
 - f. Medical Preparation and Response; and
 - g. Cyber Security
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF COLCHESTER – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4.
6. TOWN OF COLCHESTER is eligible to participate in those Federal Fiscal Year 2019 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$358,659.20 for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

B. Purpose of Agreement

The SAA and TOWN OF COLCHESTER enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF COLCHESTER and allowing the SAA to retain and administer grant funds provided under 2019 SHSGP for the seven regional set-aside projects listed above, and also for The Southeastern CT Council of Governments to provide the financial and programmatic oversight described below.

C. SAA and TOWN OF COLCHESTER Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,539,465 in furtherance of the seven regional set-aside projects listed above.

TOWN OF COLCHESTER agrees to allow the SAA to provide financial and programmatic oversight of the \$1,539,465 for the purpose of supporting the allocations and uses of funds under the

2019 SHSGP consistent with the 2019 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF COLCHESTER agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the seven regional set-aside projects listed above.

D. Southeastern CT Council of Governments & TOWN OF COLCHESTER Responsibilities.

TOWN OF COLCHESTER also agrees to allow the Southeastern CT Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2019 regional allocation not included in the seven regional set-aside projects in the amount of \$358,659.20 targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS

A. Introduction

The following facts are understood and agreed to by all parties:

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT Council of Governments (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF COLCHESTER has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF COLCHESTER, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF COLCHESTER may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2019 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Southeastern CT Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2019.

B. Purpose.

DESPP/DEMHS, the Region 4 REPT, Southeastern CT Council of Governments (Fiduciary), and TOWN OF COLCHESTER, enter into Part II of this MOA regarding asset(s) for which TOWN OF COLCHESTER agrees to be the custodial owner, and which are described in the approved 2019 Subgrant Application and will be added to this MOA as Appendix A.

C. Agreements and Responsibilities of the Parties.

1. Definitions.

As used in this MOA:

- The term "authorized training" means training that is authorized by DESPP/DEMHS.
- The term "custodial owner" means a political subdivision or tribe that has agreed to accept title and responsibility for the asset(s), subject to possible redeployment under the terms outlined in Paragraph C(4) below.

2. Responsibilities of DESPP/DEMHS and Southeastern CT Council of Governments (Fiduciary)

In its role as SAA, DESPP/DEMHS will subgrant funds to Southeastern CT Council of Governments which, as the Region 4 Fiscal Agent, will procure the asset(s) listed in their approved Subgrant Application (which will be added to Appendix A).

3. Appendix A.

The parties agree that decisions regarding the placement of regional assets in TOWN OF COLCHESTER may be made after the execution of this agreement and that Appendix A shall be completed accordingly. TOWN OF COLCHESTER agrees to be bound by the terms of this agreement for any asset added to Appendix A. The parties also agree that Appendix A must be signed by the DEMHS Deputy Commissioner, the chair of the Region 4 REPT, and the Chief Executive Officer, or his/her designee, of TOWN OF COLCHESTER.

4. Responsibilities of Custodial Owner

TOWN OF COLCHESTER understands that it is the Custodial Owner, on behalf of itself and the Region, of the asset(s) which will be added to Appendix A, as may be amended pursuant to Paragraph C(4) above. As Custodial Owner, TOWN OF COLCHESTER agrees:

- a. To safeguard the asset(s) in a secure location, including, for example, providing refrigeration or protection from the elements, if appropriate;
- b. To regularly test, use and maintain the asset(s) in working order. It is understood by the parties that trained personnel of TOWN OF COLCHESTER's municipal agencies may use the asset(s) for appropriate emergency response/emergency management purposes, including authorized training and exercise;
- c. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested: under the terms of this MOA; under a mutual aid agreement, including a civil preparedness mutual aid agreement approved by DESPP/DEMHS, as required by Conn. Gen. Stat. §28-7(d); under the terms of the intrastate mutual aid system, Connecticut General Statutes §28-22a; or at any time by the State of Connecticut, including DESPP/DEMHS;
- d. To provide the asset(s) in a timely manner, in working order, and with appropriate staffing, if necessary, when deployment is requested for authorized training and/or exercise;
- e. To maintain records of the use of the asset(s), including deployment for an actual incident or for authorized training, and to provide these records to DESPP/DEMHS as requested;
- f. To maintain an inventory of the asset(s), including a unique tagging system (including the DEMHS logo) so that the asset(s) can be easily identified as separate from the Custodial Owner's other property, and to provide that inventory to DESPP/DEMHS as requested.
- g. To maintain all necessary insurance regarding the asset(s) and their use;
- h. To cooperate with any state or federal audit of the asset(s) and/or their use;
- i. To abide by the bylaws and/or procedures established under any applicable State of Connecticut or regional plan;
- j. That the State, including DESPP/DEMHS, does not guarantee any further funding for, or provision of repairs to, the asset(s) beyond the terms of this MOA;
- k. That all maintenance and operations of the asset(s) by TOWN OF COLCHESTER shall conform to the manufacturer's recommendations. If appropriate, TOWN OF COLCHESTER shall maintain trained personnel available to transport and supervise the operation of the asset(s). All personnel or agents of TOWN OF COLCHESTER performing any maintenance or repair services in connection with these asset(s) shall be fully qualified and authorized or permitted under federal, state, and local laws to perform such services.

5. Responsibilities of the REPT.

The Region 4 REPT understands and acknowledges that, in accepting responsibility as the custodial owner of the asset(s), TOWN OF COLCHESTER is furthering regional collaboration and mutual aid on behalf of all of the members of Region 4.

6. Assignment of Asset(s).

If TOWN OF COLCHESTER does not comply with the requirements under this MOA, or terminates its involvement in this MOA, then DESPP/DEMHS, in consultation with the REPT Chair, may redirect the asset(s), preferably to a different town within the Region. Whenever possible, DESPP/DEMHS will provide 60 days' notice before re-assigning the asset.

III. GENERAL TERMS OF AGREEMENT APPLICABLE TO ALL PARTS OF THIS MEMORANDUM OF AGREEMENT**A. Effective Date.**

The terms of this agreement will become effective when all parties have executed it.

B. Authority to Enter Agreement.

DESPP/DEMHS is authorized to enter into this Agreement through the Deputy Commissioner of the DESPP/DEMHS pursuant to the authority provided under Connecticut General Statutes §4-8 and Titles 28 and 29. The Municipality of TOWN OF COLCHESTER is authorized to enter into this agreement through its Chief Executive Officer, authorized pursuant to the attached [original or certified copy of resolution, ordinance or charter provision]. The other persons executing this Memorandum of Agreement (MOA) on behalf of their respective entities hereby represent and warrant that they have the right, power, legal capacity, and appropriate authority to enter into this agreement on behalf of the entity for which they sign, as indicated by valid resolutions, if necessary.

C. Duration of Agreement.

Part I of this MOA, as modified with the consent of the parties, remains in full force and effect until the end of the grant period, or any extension thereof, covered by this MOA, unless cancelled by the SAA, giving TOWN OF COLCHESTER written notice of such intention at least thirty (30) days in advance. Any party may terminate its involvement with Part II of this agreement upon sixty days' written notice to the other parties. DESPP/DEMHS reserves the right to cancel any funding under this MOA without prior written notice when the funding is no longer available.

D. Amendment of the Agreement.

This agreement may be modified upon the mutual written consent of the parties.

E. Litigation.

The Parties agree to good faith consultation with one another to resolve disagreements that may arise under or relating to this MOA before referring the matter to any other person or entity for settlement. The Parties agree that any disputes under Part II, Paragraph C.6 shall be resolved by DEMHS. The Parties also agree that the sole and exclusive means for the presentation of any claim against the State, including the SAA, arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Parties further agree not to initiate legal proceedings in any State or Federal Court in addition to, or in lieu of, said Chapter 53 proceedings.

F. State Liability.

The Parties agree to indemnify and hold harmless the State of Connecticut with regard to the activities described within this MOA, and recognize that the State does not waive its right to sovereign immunity with regard to any provision of this MOA. The State of Connecticut assumes no liability for funding under the terms of this MOA until TOWN OF COLCHESTER, through the Region 4 REPT, is notified by the SAA that this MOA has been approved and executed by DEMHS and by any other applicable state agency.

G. Confidential Information

a. Confidential Information: Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DESPP/DEMHS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

b. Confidential Information Breach: Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.

H. Audit Compliance.

If TOWN OF COLCHESTER through the Region 4 REPT, agrees to serve as a host or custodial owner of equipment purchased with the grant funds referenced in this MOA, then TOWN OF COLCHESTER must comply with the Federal Single Audit Act of 1984, P.L. 98-502 and the Amendments of 1996, P.L. 104-156 and with the Connecticut Statutes §7-396a and 396b, and the State Single Audit Act § 4-230 through 236 inclusive, and the regulations promulgated thereunder.

TOWN OF COLCHESTER agrees that all fiscal records, if any, pertaining to the projects shall be maintained for a period of not less than three (3) years from the date of the signing of this MOA. Such records will be made available to state and/or federal auditors upon request.

I. Lobbying, Debarment, and Suspension.

TOWN OF COLCHESTER commits to compliance with the requirements under 28 CFR Part 66 (Uniform Administrative Requirements for Grants to States); 28 CFR Part 69, New Restrictions on Lobbying; 28 CFR Part 67, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug Free Workplace (Grants); Office of Management and Budget (OMB) Circular A-87, addressing cost principles for grants to state

and local governments; 28 CFR Part 70 (Common Rules for Administrative Requirements for Grants to Non-Profits); OMB Circulars A-122 and A-21 addressing Cost Principles for Grants to Non-Profit Entities and requirements included in the Department of Homeland Security Office of Grants and Training Financial Guides.

J. Executive Orders.

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any State or federal law concerning non-discrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree and abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to non-discrimination, until the contract is completed or terminated prior to completion. TOWN OF COLCHESTER agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to the provision of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999 adopting a zero tolerance policy for workplace violence, and as such, this contract may be cancelled terminated or suspended by the State for violation of or noncompliance with said Executive Order No. Sixteen. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Sixteen is incorporated herein by reference and made a part thereof. The parties agree to abide by such Executive Order. The contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such this contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or non-compliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by such Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract may also be subject to Executive Order No. 14 and Executive Order No. 49. Executive Order of Governor M. Jodi Rell, promulgated April 17, 2016, concerning procurement of cleaning products and services. Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms and conditions.

K. Non-Discrimination Clause.

In accordance with Public Act 88-351, the Town agrees and warrants that, (a) For the purposes of this section, "minority business enterprise" means any small grantee or supplier of materials fifty-one percent or more of the capital stock, if any, or asset(s) of which is owned by person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. Sect. 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of the section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway, or other changes or improvements in real property, or which is financed in whole or in part by the State, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

The Town agrees and warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group or persons on the grounds of race, color, religious creed, age, marital status, national origin, sex, mental retardation or physical disability, including but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut.

The Town further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such Town that such disability prevents performance of the work involved: the Town agrees, in all solicitations or advertisements for employees placed by or on behalf of the Town, to state that it is an "affirmative action – equal opportunity employer" in accordance with the regulations adopted by the Commission; the Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract of understanding and each vendor with which Town has a contract of understanding, a notice to be provided by the Commission advising the labor union of workers' representative of the Town's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the Town agrees to comply with each provision of this section and Conn. Gen. Stat. Sect. 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. Sect. 46a-56, as amended by Section 5 of Public Act 89-253, 46a-68e and 46a-68f; the Town agrees to provide the Commission of Human Rights and Opportunities with such information requested by the Commission, permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and section 46a-56. If the contract is a public works contract, the Town agrees and warrants that he will make good faith efforts to employ minority business enterprises as subgrantees and suppliers of materials on such public works project.

Determination of the Town's good faith efforts shall include but shall not be limited to the following factors: The Town's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

The Town shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

The Town shall include the provisions of subsection (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation or a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer, unless exempted by regulations or orders of the Commission. The Town shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Conn. Gen. Stat. Sect. 47a-56, as amended by Section 5 of Public Act 89-253; provided, if such Town becomes involved in, or is threatened with litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation prior thereto to protect the interest of the State and the State may so enter.

The Town agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Pursuant to Public Act 89-227, as amended, as of January 1, 1991, no agency of the State of Connecticut may purchase new products packaged in or composed in whole or part of polystyrene foam if such foam is manufactured using chlorofluorocarbons (CFC). Manufacturers are required by the Act to provide information regarding the CFC content of polystyrene foam used in such products or packaging to any person selling the product who requests such information. By submitting an offer to sell to or accepting an order from the State of Connecticut the vendor certifies that no CFC are used in the manufacture of polystyrene foam contained in such products or packaging.

L. Non-discrimination on the Grounds of Sexual Orientation.

1. The Town agrees/warrants that in the performance of the contract such Town will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation.
2. The Town agrees to provide each labor union or representative of workers with which such Town has a collective bargaining agreement or other contract or understanding and each vendor with which such Town has a contract or understanding and each vendor with which such Town or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Town's commitments under this section, and to post

copies of the of the notice in conspicuous places available to employees and applicants for employment;

3. The Town agrees to comply with each provision of this Section and Sections 46a-68f of the General Statutes and with each regulation or relevant order issued by said Commission pursuant to Sections 46a-56, 46a-68e and 46a-68f of the General Statutes;
4. The Town agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Town as related to the provisions of this section and Section 46a-56 of the General Statutes.
5. The Town shall include the provisions of paragraph (1) of this addendum in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subgrantee, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Town shall take such actions with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for non-compliance in accordance with Section 46a-56 of the General Statutes; provided, if such Town becomes involved in, or is threatened with, litigation with a subgrantee or vendor as a result of such direction by the Commission, the Town may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

M. Points of Contact.

1. The Point of Contact for the SAA	
Name & Title: Deputy Commissioner Regina Y. Rush-Kittle	
Address: 1111 Country Club Road, Middletown, CT 06457	
Emails: regina.rush-kittle@ct.gov and rita.stewart@ct.gov	Phone: 860-685-8531 Fax: 860-685-8902
2. The Point of Contact for <u>TOWN OF COLCHESTER</u> (Please fill in the following fields)	
Name & Title: Mary Bylone First Selectman	
Address: 127 Norwich Avenue, Colchester, CT 06415	
Email Address: mbylone@colchesterct.gov	Phone: 860-537-7200 Fax: 860-537-0547

N. Other provisions.

Nothing in this agreement is intended to conflict with current laws or regulations of the State of Connecticut or TOWN OF COLCHESTER. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the dates written below:

THE TOWN OF COLCHESTER

By: 

Its Chief Executive Officer
Duly Authorized
Typed Name &
Title: Mary Bylone

Date: 1/2/2020

First Selectman

SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS

By: _____

Its Chief Executive Officer
Duly Authorized
Typed Name _____

Date: _____

MOA THE Region 4 REGIONAL EMERGENCY PLANNING TEAM

By:

Date:

Its Chair
Duly Authorized
Typed Name: _____

**DEPARTMENT OF EMERGENCY SERVICES AND PUBLIC PROTECTION/
DIVISION OF EMERGENCY MANAGEMENT & HOMELAND SECURITY**

Date:

By: _____

Regina Y. Rush-Kittle
Duly Authorized

AUTHORIZING RESOLUTION OF THE
Town of Colchester Board of Selectmen

CERTIFICATION:

I, Gayle Furman, Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on January 2, 2020, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

RESOLVED, that the Town of Colchester Board of Selectmen may enter into with and deliver to the State of Connecticut Department of Emergency Services and Public Protection, Division of Emergency Management and Homeland Security any and all documents which it deems to be necessary or appropriate; and

FURTHER RESOLVED, that Mary Bylone, as First Selectman of the Town of Colchester, is authorized and directed to execute and deliver any and all documents on behalf of the Town of Colchester and to do and perform all acts and things which he/she deems to be necessary or appropriate to carry out the terms of such documents, including, but not limited to, executing and delivering all agreements and documents contemplated by such documents.

The undersigned further certifies that Mary Bylone now holds the office of First Selectman and that he/she has held that office since November 18, 2019.

IN WITNESS WHEREOF: The undersigned has executed this certificate this 3rd day of January, 2020.


Gayle Furman
Town Clerk

Town of Colchester Interoffice Memorandum

To: Mary Bylone, First Selectman
From: James Paggioli, Director of Public Works 
CC:
Date: 12/30/19
Re: Award and Authorization RFP 2019-08 – Replacement Well 3A – Well Pump House & Associated Piping.

Well 3A Well Replacement Project – Well Pump House and Associated Piping portion of project.

Previous Sewer and Water Commission meetings detailed Replacement Well 3A project that replaces the 63 year old Well 3 of the Water System. The replacement production Well 3A has been drilled, tested and awaiting connection to the filtration system.

As the final portion of the project, an RFP # 2019-08 DPW – Water Division Well 3A – Pump House and Associated Piping was placed out to public bid. Bids were opened on December 3, 2019. There were three bidders as shown on the attached spreadsheet. After review of the references and the submitted proposals, the lowest responsible bidder was identified, this in fact was lowest bid, by Milton C. Beebe and Sons, Inc. for a cost of \$546,559.00

During the December 12, 2019 Regular Meeting of the Colchester Sewer and Water Commission, Motion was made by R. Peter, seconded by R. Silberman That the Sewer and Water Commission recommend to the Board of Selectmen that the award of RFP 2019-08 DPW- Colchester Water Division Well 3A – Pump House & Associated Piping be made to Milton C. Beebe & Sons, Inc., for the cost of \$546,559.00 and to authorize the First Selectman to enter into a contract and sign all necessary documents. Motion passed 4-0.

Proposed Motion: That the Board of Selectmen award of RFP 2019-08 DPW- Colchester Water Division Well 3A – Pump House & Associated Piping to Milton C. Beebe & Sons, Inc., for the cost of \$546,559.00 and to authorize the First Selectman to enter into a contract and sign all necessary documents.



Colchester Sewer and Water Commission

Minutes of the December 12, 2019 Regular Monthly Meeting

7:00 P.M Colchester Town Hall. Room 1

127 Norwich Avenue

Colchester, Connecticut

Members Present: S.Coyle, R. Silberman, R. Peter, T. Hochdorfer (via phone),

Members Absent: K. Fagnoli

Others Present: J. Paggioli (Public Works)

Regular Meeting Portion

1. **Call to Order-** Chairman Coyle called the Regular Monthly meeting to order at 7:04 p.m. Chairman Coyle noted that two persons in the audience had applied to be appointed to the Sewer and Water Commission, Greg LePage and Ron Segura attending the meeting.
2. **Additions to Agenda**
3. **Approval of the Sewer and Water Commission November 14, 2019 Regular Monthly Meeting Minutes**– Motion to approve the minutes of the November, 2019 Regular Monthly Meeting Minutes as amended, (changing Item 5A “compensated at” to “compensated up to”, by R. Peter , second by T. Hochdorfer; Motion approved 4-0.
4. **Citizen’s Comments- None**
5. **Subcommittee Reports**
 - A. **Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other**

Transfers – See Item 9A
Disputes- FOI request for Water Main Information 572-584 Norwich Avenue, Record Maps made, Contact with local Surveyor made.
Monthly Financials – Discussion.

Quarterly Billing –As of 11/30/2019 we have billed out 49.3% of the projected FY 19-20 budget and have collected 45.60%. There were 0 additional “comments” that have occurred by customers verbally.

6. Water Activities

A. Water Activities Report –November to date.

- 1) Service Work: Mark outs, Samples –Dist. And Source Finals. Profiles, Service Calls, respond to customers complaint issues and profile request.
- 2) New Developments – None. Meter coordination 343 Lebanon Ave. project, Incord Warehouse coordinate connection.
- 3) Water Hauling – Halted with Voluntary Conservation Notice –Still in effect.
- 4) Inspection of Vessel #1 and Chlorination.
- 5) Main breaks: None- Rear Wall Street –Still off- No customers affected.
- 6) Coordinate with Well House Project and Vessel Repair #1 Completed, Media transferred.
- 7) Additional distribution Testing for Sodium.
- 8) School meter replacements – CES to current style
- 9) Well 5A Redevelopment. Return to service 12/15
- 10) Additional.

B. Water Projects Status –

- 1) See individual items below.

7. Sewer Activities

A. Joint Facilities Report – Joint Facilities activities since last meeting have concerned Capital Items with discussions regarding scale of projects and financing options.

B. Sewer Activities Report – No issues this month.

C. Sewer Projects Status – Connection Incord- Warehouse Upton Road

8. Old Business

- A) RFP 2015-16 Engineering Services Well 3A Project –** Well is installed and tested. Proposed operating withdrawal rate is 345 gpm. Maximum capacity exceeded 400 gpm however this resulted in a depression of the static water level within the test monitoring wells. Construction documents for building, pump, piping and controls are completed and set to be placed out to bid with the amendment of the PLC/Control specification. Project Posted, Bid Opened 12-3-2019. Construction contract is RFP 2019-08. (See Below Item 9A). Note update as part of the original RFP 2015-16 the construction inspection portion was not awarded (Task 7). This portion has been quoted at \$32,000. There has been a conversation regarding the need to have full services quoted conducted by Weston and Sampson. The Commission agreed to have staff negotiate the minimum required scope for the project and obtain a revised quote.
- B) Prospect Hill Pump Station –** No issues this month. Awaiting delivery of repaired/spare pump that was replaced last month.
- C) Filtration Vessels 1 & 2 Weld Failure –** vessel #1 complete and placed on-line. Start of second vessel to commence 12/12/19.
- D) Joint Facilities Committee- Colchester request for Capital Planning Overview and Direction. –** During the Joint Facilities meetings the need for more concise Capital Planning along with Facilities Asset

Management/Facilities Management practices has been identified by members of the Committee. Discussion to occur regarding concerns raised and the potential for direction to Joint Facilities Management in regard to above and possible Funding criteria policy regarding larger expenses in the future.

9. New Business –

A) RFP 2019-08 Well 3A Well House and Associated Piping.- Bids were opened from 3 vendors. (See Attached Spreadsheet). The apparent lower bid was received from Milton C. Beebe and Sons, Inc. The second was submitted by Delray Contracting, Inc. Both are qualified by past projects and project history. The low bid is \$546,559.00. Discussion occurred regarding that the apparent low bidder had successfully conducted work within the Town of Colchester and other similar projects.

Motion was made by R. Peter, seconded by R. Silberman That the Sewer and Water Commission recommend to the Board of Selectmen that the award of RFP 2019-08 DPW- Colchester Water Division Well 3A – Pump House & Associated Piping be made to Milton C. Beebe & Sons, Inc., for the cost of \$546,559.00 and to authorize the First Selectman to enter into a contract and sign all necessary documents. Motion passed 4-0.

Additionally, a motion was made by R. Peter, seconded by R. Silberman to Transfer \$110,000 from the FY 19-20 Water Operating Budget (4003210 -50500) to the Water Capital Fund (3053210 – Unallocated) as detailed within the adopted FY 19-20 Water Budget. Motion Passed 4-0.

B) Anticipated Capital Project Schedule – Discussion.

At the meeting, a spread sheet was handed out to the Commission with the anticipated Capital Projects and Cost/Funding/Schedule for discussion. With the newly created Base Fee increase, and the return to water sales upon completion of the Well 3A project, it is anticipated that approximately \$130,000 per year will be available of Capital Projects without impacting rates. Discussion occurred. Noting that the Capital needs of the system should be an on going issue.

10. Citizens Comments - None

11. Adjourn - Motion to adjourn, by R. Silberman, second by T. Hochdorfer ;
Motion approved 4-0. Chairman Coyle adjourned the meeting at 8:04 p.m.

Respectfully submitted,
James Paggioli, Director of Public Works

Bid Results

DPW Colchester Water Division Well 3A - Pump House and Associated Piping

RFP 2019-08

Bid Opening 12/3/2019

	Bidder	Address	Amount
1	Milton C. Beebe & Sons, Inc	12 Beebe Lane, Storrs, CT 06268	\$546,559.00
2	Leed Construction	6 Way Road, Middlefield, CT 06455	\$607,000.00
3	Delray Contracting Inc.	10 Nutmeg Drive, Ellington, CT 06029	\$549,666.00

Item

Total Bid	\$546,559.00	\$607,000.00	\$549,666.00
Bidder - GC	Beebe	Leed	Delray
Well Pump	Sima Drilling \$22,400	SB Church \$45,400	SB Church \$45,400
Building	United Concrete \$186,000	Old Castle \$77,371	
Electrical	Vandzant Electrical \$70,000	EES Electrical \$78,880	Addison Electrical \$65,000
Controls	Integrated Controls \$48,850	Integrated Controls \$48,850	Integrated Controls \$65,000
Process Piping		Ruotolo Mechanical \$44,300	

Proposed Capital Project Funding Plan FY 19-21

12/12/2019

Proposed Date	Description	Estimated Cost	Source of Funding	Project Revenue In	Capital Balance	Operating Balance
1-Dec-19	Existing Balance		Water Capital		\$424,167	\$664,275
Current 12/19	Vessel #1 & #2 repair (remain pymt)	\$29,500	Transfer of Operating Excess	\$29,500		(\$29,500)
Current 12/19	RFP 2015-16 - Additional Exp.	\$26,600	Transfer of Operating Excess	\$26,600		(\$26,600)
Current 12/19	Well 5A Redevelopment	\$20,340	FY 19-20 Prof Serv & Eq Repair	\$20,340		
Current 1/20	RFP 2015-16 - Inspection Services	\$32,000	Renegotiate to \$25,000 or less	\$25,000		(\$25,000)
Current 1/20	RFP 2019-08 Well House + Piping	\$546,559	Water Capital & Water Source & Transfer Operating Excess	\$122,392	(\$424,167)	(\$41,392)
	Total Cost through 6/30/20	\$654,999			\$0	\$541,783
Meeting 6/24/20	Beginning of FY 20-21 Funds after FY Trnsfrs		Transfer of Budgeted \$110,00 FY 19-20		\$110,000	\$541,783
December of 2020	Budgeted Water Sales		Budgeted Water Sales Transferred to Capital		\$20,000	
December of 2020	Half of Scheduled Base Increase.		First half of Base rate Transferred to Capital FY 20-21 OpBdg		\$40,000	
December of 2020	Connection Fees		Known Half of Project at 343 Lebanon Ave		\$43,750	
Spring 2021	Painting of Elmwood Heights Tank 40' and 60' first ring	\$185,000	Water Capital		(\$185,000)	
June of 2021	Half of Scheduled Base Increase and Transfer		2nd half of Base rate Transferred to Capital FY 20-21 OpBdg		\$70,000	
June of 2021	Green Sand Filter Well 4	\$75,000	Water Capital		(\$75,000)	
	Total Cost through 6/30/21	\$260,000			\$23,750	



Upgrade Schedule

This upgrade schedule (this "Upgrade Schedule") is issued pursuant to the terms of the Software Maintenance Agreement between Vision Government Solutions, Inc., formerly Vision Appraisal Technology, Inc., a Massachusetts corporation ("Vision") and the Customer named below (the "Software Maintenance Agreement"). Vision and Customer are each a "Party" and collectively the "Parties" to this Upgrade Schedule.

1. Upgrade. In consideration for the payment of the amounts set forth in Section 2 below, Vision is providing Customer with Version 8 of Appraisal Vision® (the "Installed Software"), which is a state-of-the-art CAMA system that was designed to help customers achieve greater efficiency, drive to more accurate valuation and work how they want to work (the "Upgrade").

2. Fees. For the Upgrade, Customer shall pay Vision the amounts set forth below by the dates indicated:

Date	Amount
50% due at signing	\$8,000
50% due at installation	\$8,000

3. License. In accordance with the terms of the Software Maintenance Agreement, the Upgrade shall be deemed licensed pursuant to, and shall be subject to, the License under which the Installed Software is licensed.

4. Scheduling. Customer has been scheduled for upgrade in the slot starting on March 24, 2020 and ending on April 7, 2020 (the "Installation Date"). In recognition of the tremendous demand for Vision 8 and the need to provide scheduling certainty for our valued communities, there is a \$1,500 penalty for moving slots without 60 days prior written notice to Vision.

5. Installation of the Upgrade.

a. Cloud Installation

If Customer elects for cloud hosting by signing the "Cloud Services Schedule," Vision shall install the Upgrade on Vision's Cloud servers, which provide tremendous flexibility, security, cost savings, and convenience.

b. Non-Cloud Installation

If Customer does not opt for cloud hosting, Customer is responsible for providing adequate hardware for Vision to install the Upgrade. The hardware requirements for install have been provided to Customer in the document entitled "Vision 8 Hardware and Software Requirements." If Customer does not provide adequate hardware for a successful on-premise Installation by the time of the Installation Date, Vision will install the Upgrade on Vision's Cloud servers and Customer will be responsible for paying for the first six months of cloud hosting services at a cost of \$3,000.

6. Capitalized Terms. All capitalized terms used in this Upgrade Schedule and not defined herein shall have the meaning set forth in the Software Maintenance Agreement.



IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals as of their respective dates written below.

Customer: Town of Colchester, CT

Vision Government Solutions, Inc.:

Signature:

Signature:

By:

By:

Its:

Its:

Date:

Date:

Optional Items to be Converted

Static Database(s) to convert	None
PDF of Property Record Cards	5 Databases Included
Custom Extracts	None
Custom Imports	None
Custom Report WRP file to RDL	Automatic converter tool, realizing not all reports will convert
Training	3 Hour WebEx training session

** The Warren Extract has been subsidized by the Warren Group. For use of that extract outside of sharing data with the Warren Group, please contact the Warren Group.*

RE: Vision 8 Upgrade

We strongly endorse the upgrade of our CAMA software system to Vision 8. This upgrade will provide numerous benefits to Colchester: not only will it eliminate the substantial risk to the security and accessibility of our real estate data, but it will also provide significant benefits such as more equitable valuations for our taxpayers, improved efficiency and scale for our office, and substantially enhanced data security, all with minimal cost and impact to our team. Below is brief documentation of the many reasons we recommend the upgrade to Vision 8:

1. **More than 200 Communities are Upgrading to Vision 8:** More than 200 communities have committed to upgrading to Vision 8 within 2018, 2019 and 2020, including many communities in Connecticut. 50 of our 116 Connecticut customers have already installed V8 and 10 more are contracted to upgrade between now and 2020.
2. **Preventing Risk to Real Estate Data:** Our current Vision software is written on an Oracle database, which is being sunsetted by Oracle. This creates meaningful security risk that:
 - a. Malicious actors could create viruses that introduce significant security vulnerabilities, and Oracle will no longer patch them
 - b. Other software providers such as Windows will release updates that are no longer compatible with Oracle and interfere with the accessibility and performance of our database

To solve for that, Vision has developed Vision 8 on a SQL database, specifically designed to move away from Oracle and provide a secure, stable, and fully-supported environment for our community's critical real estate data.

In addition, Vision 8 can be hosted on the cloud, which provides substantial cost savings to our community by eliminating the need to purchase any hardware. The cloud-hosted solution provides fully redundant back-ups at secure data centers that eliminate the risk of destructive ransomware attacks on our in-house servers. This ensures the security of our data and the service continuity required to complete our certifications on time and to reliably serve our taxpayer community.

3. **Dramatically Improved Valuation Accuracy and Equity:** Vision 8 brings a number of dramatic new improvements in functionality and performance designed to improve valuation accuracy and equity, ensuring that our community provides only the most accurate values to our taxpayers. Specifically, there are dozens of new enhancements designed to improve land valuation and building valuation as well as significant additions to the Income Valuation Approach, new data fields, and enhancements to the analytical tools that enable us to monitor and improve our database quality and the equity of our values.

(cont'd)

(cont'd from above)

4. **Significantly Improved Software Performance to Achieve Efficiency and Scale:** Vision 8 introduces more than 50% performance improvements, which enables our office to achieve substantially more leverage from our CAMA system and generate more output, faster. Among those improvements are substantial upgrades to the sketching capability, refresh speed, static database creation, reporting, and much more. We expect that improvements in Vision 8's flexibility and ease-of-use will reduce the risk of data entry mistakes and achieve higher levels of scale more quickly.
5. **Minimal Impact to Our Team:** Unlike conversions to third party vendors, which take many months and hundreds of hours from the community while introducing the risk of data quality errors, every Vision upgrade is delivered within two weeks with 100% value match. Because we are upgrading our existing software from Vision to Vision, the impact on our team is limited to just a few hours of time. The remainder of the conversion is done in-house at Vision. Vision's rigorous Quality Assurance process ensures that Vision 8 has full value match to function exactly as the community expects. This process is led by their seasoned appraisal team and ensures consistently smooth and successful Vision 8 deliveries, as validated by our counterparts in other communities.
6. **Substantial Savings vs. Switching to Another Vendor:** Switching to another vendor would be 3x the cost of upgrading to Vision 8. There are a number of hidden costs to conversion, including the impact of valuation notices, putting our value on overrides, paying for a Traverse Extract, paying for training, conversion, license, and much more.

COA Meeting-December 9, 2019

Open Enrollment for Medicare closed on December 7th. We hosted 2 Open Enrollment Screening Events through support by Senior Resources Area Agency on Aging.

Our Holiday Fair & Open House was a success. We have some After Sale tables still set up in the Dining Room, so far we've raised over \$2500! I want to thank my staff, our many volunteers for making a very busy day run so smoothly and for all of the leg work that went into soliciting for gift baskets and gift certificates—we had an astounding 110 baskets/certificates available, including a generous basket from the CoA. Thank you to our very generous community partners.

We brought 2 large totes of donated non-perishable food items to the Colchester Food Bank for our November Food Drive.

We have a very busy month of programs scheduled this month and into the New Year! We have 4 community groups with children coming into the center to spread some holiday cheer-Youth Force Group with YSS, a group of families that call themselves the "Colchester Kindness Caravan," a family that is reaching out to teach about their Swedish heritage for Santa Lucia Day and a Daisy Troop from Colchester. We also have our wonderful collaboration with JJIS where 25 needy seniors will be gifted items through their Holiday Box Program.

We have several seasonal special events: Winter Wonderland Holiday Luncheon, an evening trip to see the Holiday Lights at Goodwin Park, our Annual Hanukkah Party with Rabbi Alter and a New Year's Brunch 'n Bash with live entertainment by Noah Lis, who was a contestant on NBC's "The Voice".

Our Senior Moments Choral Group are performing their Holiday Show to 4 different senior care facilities this month.

Russell Melmed, Chatham Health's Director of Health will be coming in for a Meet and Greet on 12/13.

We have 2 options for free snow removal for seniors: The Interact Club at Bacon Academy is offering complimentary sidewalk shoveling and front stoop/walkways clearing. There are 2 men in town who have offered to clear snow (2"+) from the homes of seniors who are either physically or financially constrained. Pre-registration in both programs is required.

Just a reminder that inclement weather postings for delays, closures or other service impacts will be on WFSB (Channel 3) and various affiliated radio stations and also on the Colchester Senior Center Facebook page. TVCCA makes the call on whether SNP is served and MOW are delivered. MOW clients are given emergency food packs to be used when TVCCA closes.

We have a number of schedule changes this month: The senior center will be closed on 12/25-Christmas Day and January 1-New Year's Day and we will be closing at noon on 12/24 and 12/31. Lunch on 12/24 will be served at 11 a.m.

I will be on vacation the week of 12/23, returning on 12/30.

Attendance & Meals Served:

- Meals served in October: on site: 212 MOW: 260
- Monthly Transports in October: 971
- Monthly Attendance in October: 2376
- Total Membership: 1348