



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Meeting Minutes
Thursday, May 16, 2019
Colchester Town Hall @ 7:00pm**

MEMBERS PRESENT: First Selectman Art Shilosky, Selectman Denise Mizla, and Selectman Denise Turner, via conference call Selectman Stan Soby

MEMBERS ABSENT: Selectman Rosemary Coyle

OTHERS PRESENT: Registrar D Mrowka, Engineer S Tassone, Public Works Director J Paggioli, Recreation Director T Quinn, BOF A Migliaccio, J Walsh, and clerk T Dean

1. Call to Order

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

2. Additions to the Agenda – none

3. Citizen's Comments – Alfonse Letendre regarding being in favor of the property purchase on Mill St, the Senior Center Building Committee being established, and the erosion of the civil war monument on the Town Green

4. Consent Agenda

a. Tax Abatements

b. Approve Minutes of the April 29, 2019 Special Board of Selectmen Meeting

c. Approve Minutes of the May 2, 2019 Regular Board of Selectmen Meeting

D Mizla moved to approve the consent agenda, seconded by D Turner. Unanimously approved. MOTION CARRIED

5. Board and Commissions – Interviews and/or Possible Appointments

a. Housing Authority– Michael Dankiw to be interviewed – was interviewed

6. Discussion and Possible Action on Setting the Annual Town Budget Meeting Date to Consider and Act upon the 2019-2020 Budget

D Mizla moved to move the proposed budget of the Board of Selectmen in the amount of \$15,155,865 and the proposed budget of the Board of Education in the amount of \$41,237,122 for a combined budget in the amount of \$56,392,987 to the annual budget meeting on May 29, 2019, seconded by D Turner. Unanimously approved. MOTION CARRIED

7. Approve Minutes of the May 1, 2019 Special Board of Selectmen Meeting

D Mizla moved to approve the Minutes of the May 1, 2019 Special Board of Selectmen meeting, seconded by S Soby. Unanimously approved with one abstention by D Turner. MOTION CARRIED.

8. Discussion and Possible Action on Annual Contract for Parking for Senior Center Trips at St. Andrew Church

D Turner moved to approve the Facility Usage/Indemnity Agreement with Saint Andrew Parish and the Diocese of Norwich and authorize the First Selectman to sign all necessary documents, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

9. Discussion and Possible Action on RFP 2019-05 Emergency Ambulance Billing Contract

D Mizla moved that the RFP 2019-05 Emergency Ambulance Billing service be awarded to ComstarLLC for the flat percentage rate of 3.50%, and hereby authorize the First Selectman to enter into a contract with Comstar, LLC and to sign and deliver said agreement and any necessary documents required, seconded by D Turner. Unanimously approved. MOTION CARRIED

10. Discussion and Possible Action on Request to Use Abandoned Section of Usher Swamp Road by Commercial Logging Operation

S Tassone informed that Rod Burgess is asking permission to conduct activity on the abandoned portion of town property of 800 ft which is non-maintained. R Burgess discussed the process. S Soby asked if the appropriate town staff will be doing site visit after work is done and before any of the logging operations commence. S Tassone stated that he, along

with the Wetland Agent, will do that as a standard part of the process. They will inspect the roadway and will make any recommendations as conditions to the approval. If there is an area that any activity disturbs the public right of way, it shall be restored by the applicant. The Town retains right of way.

D Mizla moved that the Town of Colchester approve the request by Rod Burgess, Division Manager of Scotland Hardwoods to perform work within the abandoned portion of Usher Swamp Road right-of-way for the purpose of gaining access to conduct a proposed logging operation on the Ashburn Family Trust land, with the following conditions; 1) All proposed work including logging activity will be completed within 1 year from commencement, 2) If any areas within the public right-of-way are disturbed as a result of this activity, Mr. Burgess/Scotland Hardwoods will be responsible for repair/restoration, 3) The Town of Colchester does not intend to formally resume maintenance of this portion of roadway, seconded by D Turner. Unanimously approved. MOTION CARRIED.

11. Discussion and Possible Action on Paper Mill Road Bridge Scour Repair

S Tassone stated the MOU is being proposed by the Nature Conservancy. He reviewed the memo (attached). S Tassone stated that Fuss & O'Neil are the design engineer and they are working with the contractor SumCo contracting to perform the scour measures. Fusco will certify that it was done according to plan.

D Turner moved that the Town of Colchester BOS approve and endorse the proposed Memorandum of Understanding between the Town of Colchester, CT, Fuss and O'Neil, Inc., SumCo EcoContracting and The Nature Conservancy as recommended by the Town Engineer and the Public Works Director and that the First Selectman be approved to sign the MOU and any related documents, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

12. Discussion and Possible Action on Establishing a Senior Center Building Committee

A Shilosky stated that since the town has secured the property, the town will advertise for applications to be considered for the Senior Center Building Committee, then interview applicants, who will then be selected and appointed to the committee by the BOS. The committee will then be given a charge. D Turner conveyed for absent Selectman R Coyle that she requested to have 5-7 members on the committee and that it should include a variety of candidates and backgrounds. S Soby recommended 7-9 members due to the length of time commitment and schedules. Also suggested to appoint alternates so that the committee can hopefully avoid quorum issues.

D Mizla moved to authorize the First Selectman to seek to establish a Senior Center Building Committee and advertise for committee members, seconded by D Turner. Unanimously approved. MOTION CARRIED.

13. Discussion and Possible Action on Establishing a Norton Mill park Committee

J Paggioli gave the approximate time frame of the project. A Shilosky stated that the town will be setting up a committee to design the park portion. D Mizla stated that due to the complexity of the land and the design would there be any requirement of potential members. A Shilosky stated that this committee would only be responsible for the aesthetics part. J Paggioli added that town staff will be involved in the process to guide the committee on what can be done as far as planting, etc.

D Turner moved to give the First Selectman authority to establish a committee to begin the process on the Norton Mill Park, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

14. Citizen's Comments – Alfonse Letendre regarding the Senior Center Building Committee timeframe. A Shilosky stated next week there will be an advertisement requesting applications.

15. First Selectman's Report

A Shilosky reported that Rob Suchecki, School Resource Officer, is retiring and has requested to purchase his side arm. A Shilosky, upon agreement from the Board, would like to gift the weapon to honor him for his 29 years of service. The Board agreed. Working with the regional ACO NECOGG regarding their interest in renting out the dog pound in town from the town, and having someone on-site. Finance S Badrick resigning at the end of June. R Benson, Town Planner, also resigning at the end of May, currently advertising for replacement. Depending on the response rate A Shilosky may recommend reorganizing the P&Z dept. with existing staff.

16. Liaison Reports

D Turner reported on Friends of Cragin – will be sending out a membership brochure via mail in the Fall. Volunteers needed for sorting books. 6/6-9 will be the next book sale.

Historic District – Public hearing on the old Jack Chevy property was approved for renovations. Received grant from the Lions Club for improvement on the interior of the Colored School.

D Mizla reported on Park & Rec – Inishmor fundraiser for the 2019 scholarship fund raised \$464. 35 bags of bottles were collected at the Annual Spring Clean Up. The clean-up had over 500 volunteers.

Board of Education – Superintendent was authorized to sign a modified Norwich tuition agreement. There were several celebrations.

17. Adjourn

D Turner moved to adjourn at 7:35 p.m., seconded by D Mizla. Unanimously approved. MOTION CARRIED.

Attachment:

Senior Center facility usage agreement

RFP 2019-05 Emergency Ambulance Billing Contract

Usher Swamp Road MOU

Paper Mill Road Bridge Scour Repair

Respectfully submitted,



Tricia Dean, Clerk

Catholic Mutual... "CARES"

FACILITY USAGE/INDEMNITY AGREEMENT

The Facility Usage/Indemnity Agreement must be used when non parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase "special event" liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a "certificate holder."

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

FACILITY USAGE/INDEMNITY AGREEMENT

PARISH: SAINT ANDREW PARISH, COLCHESTER, CT 06415

PARISH is understood to include the Arch/Diocese of DIOCESE OF NORWICH

FACILITY USER: SENIOR CENTER, TOWN OF COLCHESTER

DATES OF FACILITY USAGE: TRAVEL DATES IN 2019

TYPE OF FACILITY USAGE: PARKING OF CARS IN CHURCH LOT FOR THOSE TRAVELING ON SENIOR TRIP

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USER'S employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: _____

(Must be an official agent of FACILITY USER)

NAME (Please print): Anthony Shilocky

DATE: 5-17-2019



COLCAND-01

SLANDON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Connecticut Interlocal Risk Management Agency 545 Long Wharf Drive 8th Floor New Haven, CT 06511-5950	CONTACT NAME:		
	PHONE (A/C, No, Ext): (203) 946-3700	FAX (A/C, No): (203) 773-6971	
INSURED Town of Colchester and Colchester Board of Education 127 Norwich Avenue Colchester, CT 06415	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Connecticut Interlocal Risk Management Agency		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			LAP 2018011675 03	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	OED						\$
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With respect to General Liability, St. Andrews Church and the Diocese of Norwich are additional insured with regard to use of the St. Andrews parking lot located at 128 Norwich Avenue, Colchester, CT as an evacuation location for Colchester students and staff in the event of an emergency, as well as for general overflow parking for Colchester Town and BOE sponsored events.

CERTIFICATE HOLDER

CANCELLATION

St. Andrews Church and, Diocese of Norwich
128 Norwich Avenue
Colchester, CT 06415

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joan Paul

CONTRACT

THIS AGREEMENT made this ___th day of May, 2019, by and between Comstar, LLC, herein after called the "Contractor", and the Town of Colchester, Colchester Fire Department, herein referred to as (CFD) setting forth terms and conditions under which Comstar LLC will perform billing and collection services for professional services rendered. It will in effect July 1, 2019, and will remain in effect though 6/30/21 at which time this Agreement will automatically renew for consecutive twelve month periods. This Agreement may be canceled for just reasonable cause with a 30 day notice in writing.

WITNESSETH, that the Contractor and the Town of Colchester for the bid FLAT % Rate of Three point five percent 3.5% and considerations stated herein mutually agree to provide for Emergency Ambulance Billing services as described in RFP 2019-05 Request for Proposals Town of Colchester Emergency Ambulance Billing Service Agreement and submitted response by the contractor.

STATEMENT OF WORK RESPONSIBILITIES: The Contractor's responsibilities must include, but not limited to the scope of work outlined in the RFP 2019-05:

- Input all data into a medical manager system to provide billing, while maintaining HIPAA compliance.
- Will provide a verification of insurance, with electronic claims submissions to insurance carriers within three (3) days, as data is made available. Paper billing must be made to any carrier not accessible electronically.
- Verification of all claims coding, for accuracy and compliance
- Compliance checking of all claims received for proper documentation prior to billing
- Tracking of bundle billing accounts with monthly reporting of ALS payments due
- Tracking any / all changes in billing requirements of paying entities, and submitting renewal contracts as required (i.e. Medicare and Medicaid contracts, electronic billing / payment agreements – i.e. – Aetna, Anthem BC)
- Generation and mailing of patient statements, with proper dunning messages, as desired by CFD (minimum four (4) months)
- Collection and posting of all receivables within three (3) days of receipt, with weekly deposits into designated CFD account.
- Customer service support for CFD, third party payers, and patients 8:00 a.m.-4:00 p.m. EST, Monday through Friday, at minimum. A toll free number must be provided, with a dedicated customer service representative assigned to the Town of Colchester for all general correspondence, and questions.
- Provision of copies of invoices generated for services, correspondence with insurance companies, and / or all other correspondence relating to services rendered to the CFD, Town of Colchester. All copies shall be provided at no additional cost to the Town, and shall be provided within two (2) business days of the request for such.
- Billing agency assumes all labor, telephone, paper, and postage charges directly related to the above responsibilities.
- Negotiations of payment reductions or re-payment plans, or for the approval of any exception to be performed in accordance with the guidelines agreed upon by CFD.
- Generation of monthly reports within five (5) business days of each calendar month end / quarter end/ and year end close. Tracking info to be determined for reporting.
- Generation of statistical reporting as requested by CFD

- Training, to be provided to CFD staff of current documentation compliance requirements, at no additional cost to the Town of Colchester
- Comstar LLC shall make every effort to obtain necessary patient signatures as required by law, whenever a patient was unable to sign at the time of service.

RESPONSIBILITIES OF CFD

Provide Billing Entity with all applicable provider numbers, third party fee schedules for reimbursement (if available), and OEMS rate schedule.

Provide the export of all Patient Care Reports (PCR) completed through the Town's ePCR provider.

Provide Billing Entity with associated Paramedic Bundle Billing agreement(s), and any updates as amended.

Notification of level of call, mileage and proper patient demographic information at the time of transport.

All reasonable efforts to secure the patient and / or responsible party signature and demographic information at the time of transport.

Notification of any / all patient and insurance payments received by the Town of Colchester.

Notification of nature of call, signs and symptoms (reason for 911 call), and billing provider name to be included directly on billing form.

Monthly fees to be promptly paid to Billing Entity within fifteen (15) calendar days of the invoice for service.

COMPENSATION

The Town of Colchester will pay the awarded flat percentage rate commission on all: cash collected by the Billing Entity or payments received by the Town of Colchester, excluding any collection agency payments received.

The Billing Entity will credit the Town of Colchester the same flat percentage (%) rate for any outside contracted Paramedic service.

Compensation for services shall be at the conclusion of the engagement and delivery of the end product. However, the Town may consider a progressive payment schedule.

CONNECTICUT CONTRACT

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. This includes adherence to the Emergency Medical Services Industry rates set on a yearly basis, as well as the way which charges can be formatted.

TERMINATION

Following implementation, should the Town find that the firm/company has failed in any material respect to perform its agreed obligations under the contract, the contract shall be cancelled by the Town as being in the interest of the Town. In the event of termination of this contract, as a result of breach by the contractor, the Town shall not be liable for any fees and

may, at its sole option, award a contract for the same services to another qualified firm/company or call for new proposals. The contractor shall be responsible for consequential damage as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

CONFIDENTIALITY

The Billing Entity and CFD acknowledge that all materials and information which have or will come into their possession or knowledge in connection with this contract, or the performance hereto, including documents, reports, and material developed during the term of the awarded agreement, are deemed to be confidential information, which disclosure to or use by unauthorized parties could be damaging. Therefore, the awarded billing entity and the Town of Colchester CFD agree to hold such material and information in the strictest confidence and not to make use therefore other than for performance of this contract, except as specifically agreed upon in this contract, or other agreements between or among parties. The obligation referred to in this paragraph is a continuing obligation and extends beyond the terms of the awarded contract.

ASSIGNMENT

This contract may not be assigned by either party without the prior written consent of the other party. However, subject to the limitation on assignment, this contract shall extend to and be equally binding upon the successors and assigns of each party.

Each party named in this contract is responsible for its own acts / omissions and is not responsible for the act / omission of the other party.

Amendments to the contract, as written herein, must be done in writing, and approved by both parties. Any notices shall be sent certified mail.

Retention of medical records must be guaranteed for a lifetime, and are the property of the Town of Colchester.

INDEPENDENT CONTRACTOR

For purposes of this agreement, Comstar LLC and CFD, Town of Colchester, are and will act as all times as independent contractors. Nothing contained in the Agreement establishes or constitutes or will be construed as establishing or constituting a partnership, agency, joint venture, or employment agreement between Comstar LLC and the Town of Colchester. Each party is responsible for its own acts / omissions and is not responsible for the act / omission of the other party.

THIS AGREEMENT forms the Contract between the parties thereto. This Agreement shall be the complete and total understanding of the parties and shall not be amended except in writing and executed by both parties hereto.

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: Arthur Seldman
Date: _____ 1st Seldman
(Name)
(Title)

CONTRACTOR: Comstar LLC

Attest _____ By: _____
Date: _____
(Name)
(Title)

Certification of Corporate Contractor

I, _____, certify that I am the _____ of the corporation named as Contractor herein; that _____ who signed this Agreement on behalf of the contractor, 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

(Signature)

(Corporation)

2019 MAY -6 PM 1:46

**TOWN OF COLCHESTER / BOARD OF SELECTMAN
REQUEST FOR USE OF AN EXISTING UNIMPROVED ROAD**

Scotland Hardwoods (A Rossi Company) request the use of an unimproved portion of Usher Swamp Road as related to a logging project we plan to conduct on property owned by The Ashburn Family Trust. This property is further identified by the Colchester Assessors Map #2-14 and Lot #10. Our use starts at the end of the culdesac, concerning the improved section of Usher Swamp Road and extends approximately eight hundred feet where it enters the Ashburn property at which point a yarding area will be established where logs will be concentrated for removal. From this yarding area a tri-axle log truck will pick up the logs and exit the property using the unimproved section of Usher Swamp Road. Daily use of a two man logging crew, utilizing a pickup truck to get back and forth to work, will also be involved concerning the use of the road. Working hours are from 7:00 AM to 5:00 PM Monday thru Friday and 9:00 AM to 3:00 PM on Saturday. One to two trips per day are expected concerning the log truck having to enter and exit the property. No more than twelve trips, each amounting to one entry and exit from the yarding area, per week is expected concerning the log truck. It is expected that about six trips per week will be involved concerning the logging crew. It is estimated it will take about three months to complete the project which we hope to start when ground conditions are either dry or frozen which we expect will be this summer or next winter. We have a one year contract with the landowner, with an extension if necessary, to remove the timber.

Concerning the unimproved section of Usher Swamp Road there is a drainage crossing with a culvert present already in place. Although no trees will have to be cut a few overhanging branches may have to be trimmed to accommodate the log truck access. An anti-tracking pad will be maintained where the log trucks and pickups will be entering and exiting the culdesac. No curb cut will be necessary concerning the culdesac as a small paved apron is already in place where the unimproved section starts. Approximately three tri-axle loads of stone will also be needed in two low spots in the road a small amount of which might be needed over the culvert. For further details concerning this operation please refer to Exhibit "A".

Sincerely yours,
Scotland Hardwoods
(A Rossi Company)



Rod Burgess
Division Manager

Town of Colchester

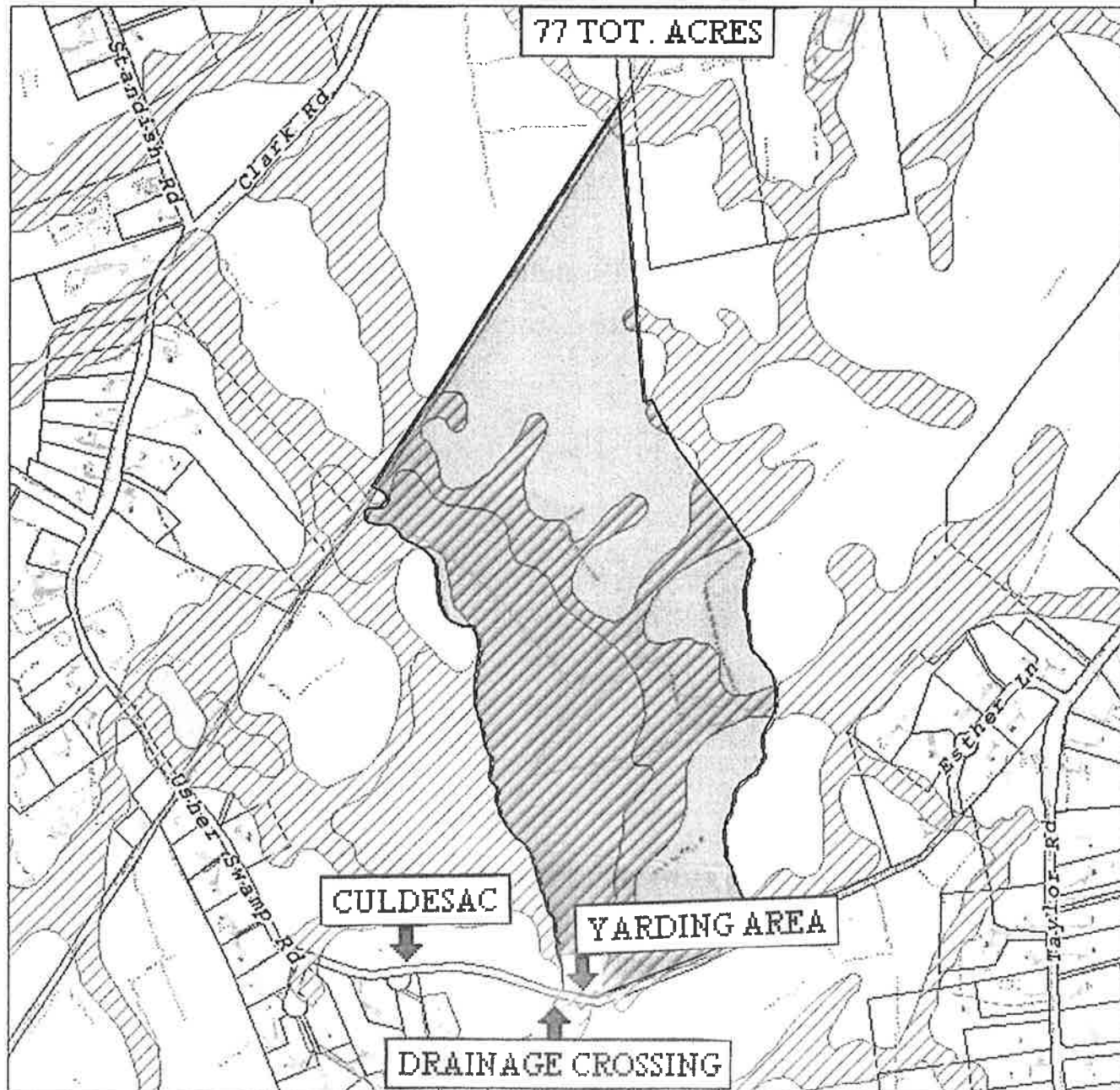
Geographic Information System (GIS)

EXHIBIT "A"

ASHBURN PROPERTY



Date Printed: 9/16/2013

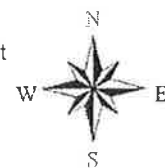


MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Colchester and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 800 feet

0 800 Feet



MEMORANDUM OF UNDERSTANDING

Town of Colchester, CT
Fuss and O'Neill, Inc.
SumCo EcoContracting
The Nature Conservancy

This Memorandum of Understanding ("MOU") is entered into by and among The Town of Colchester, Connecticut (the "Town"), Fuss and O'Neill, Inc. ("FON"), SumCo Eco Contracting ("SumCo") and The Nature Conservancy, Connecticut Chapter ("TNC"), in order to address the maintenance of the riprap protection of the footings at the Papermill Road Bridge (the "Bridge") crossing the Jeremy River upstream from the Norton Papermill dam removal site in Colchester, CT.

A. BACKGROUND AND PURPOSE:

The parties acknowledge that the Bridge, having a span that is only half the width of the Jeremy River, has footings that are shallow and are prone to scour. The Connecticut DOT has classified this narrow-span bridge as "scour critical". Ongoing repair, replacement and/or addition of riprap along the Bridge footings has been necessary in the past and continues to be necessary to ensure the Bridge footings remain protected. TNC completed the removal of the Norton Papermill Dam and site work, including the addition of riprap to help protect the Bridge footings in 2016, as per the project plans approved by both federal and state permit authorities and signed off on by FON. In the late summer and early fall of 2018, the riprap was significantly damaged from repeated and severe storm events.

The purpose of this MOU is to clarify the parties' respective commitments and responsibilities for the services currently required to reinforce the existing protection and to ensure ongoing inspection and maintenance of the Bridge footings.

B. ROLES AND RESPONSIBILITIES OF THE PARTIES:

1. FON will be responsible for designing current repairs for the damage to the riprap at the Bridge in 2019 stemming from the 2018 storm events. These repairs will consist of restoring the rip rap protection to that which was approved originally by the Army Corps of Engineers. These repairs will be constructed by SumCo. TNC will be responsible for obtaining the necessary regulatory approvals. Costs for these repairs will be born by FON and SumCo, only.
2. Following design and construction of the current remedial repairs, the Town, as owner of the Bridge, will be responsible for future repairs and ongoing inspection and maintenance of the Bridge structure and the riprap along the footings.

C. MISCELLANEOUS TERMS AND CONDITIONS:

1. This MOU takes effect upon the signature of the parties and shall remain in effect so long as the Town owns the Bridge, and/or the Bridge remains in place.
2. Nothing in this MOU shall obligate any party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the parties will require execution of separate agreements.

3. Each party is entering into this MOU at its own risk. No party shall be liable for any damages or losses, whether direct, indirect, consequential or special, suffered by any other party in connection with any party's performance of its services or performance of activities identified in this MOU, except to the extent such damages are caused solely by a party's gross negligence. Specifically, liability for any and all damages that may, or could, occur during the course of, or as a result of, services performed in accordance with, or activities performed under, this MOU, regardless of the nature or cause of such damages, but except for gross negligence, is hereby waived by the parties to this agreement.

4. This MOU is not intended to, and does not create, any right, benefit, fiduciary or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any other party.

5. FON will provide certification, upon completion of the repairs, that the work was completed per the original approved construction plan permitted by the Army Corps of Engineers.

Town of Colchester

Name

Title

Date

Fuss and O'Neill, Inc

Name

Title

Date

SumCo EcoContracting

Name

Title

Date

The Nature Conservancy

Name

Title

Date