



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Meeting Minutes
Thursday, August 15, 2019
Colchester Town Hall @ 7:00pm**

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

MEMBERS ABSENT:

OTHERS PRESENT: Public Works Director J Paggioli, Registrar D Mrowka, M Mlodzinski and clerk T Dean

1. Call to Order

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

2. Additions to the Agenda – A Shilosky added #8 Discussion and Possible Action on Transfer Station Unrecyclable Mattress Fee Adjustment, and renumber remaining items.

S Soby moved to add agenda item #8, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

3. Citizen's Comments – none

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

a. Senior Center Building Committee – Possible Appointments

R Coyle will be the liaison to this committee. R Coyle stated the process to get to this point. The Board interviewed nine candidates, after interviews each Selectmen sent T Dean, Executive Assistant to the First Selectman, their choices. The list of choices were then coincided as matches.

R Coyle moved to appoint the following as members to the Senior Center Building Committee; Anthony Tarnowski, Marjorie Mlodzinski, Marilynn Turner, Sean Nadeau, Kevin Hastings, Joseph Ruiz, and Ron Silberman; Alternate members Geraldine Transue, and Madelyn Starkey, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

b. Norton Park Committee – Possible Appointments

S Soby will be the liaison to this committee. He stated the Board engaged in the same process in terms of selection as the Senior Center Committee.

S Soby moved to appoint the following as members to the Norton Park Committee; Nan Wasniewski, Kevin Byrne, Patrick Reading, Katherine Kosiba, Robert Misbach; Alternate members Julianna Cameron, and Linda Pasternak, seconded by D Turner. Unanimously approved. MOTION CARRIED.

5. Approved Minutes of the August 1, 2019 Board of Selectmen Meeting

D Turner made the following corrections; 4.a. strike out R Coyle and replace with D Turner, and 6. Strike out R Coyle and replace with S Soby.

D Mizla moved to approve the minutes of the August 1, 2019 Board of Selectmen meeting, as amended, seconded by D Turner. Unanimously approved with one abstention by R Coyle. MOTION CARRIED.

6. Discussion and Possible Action on TVCCA Nutrition Services Memorandum of Agreement for 2019-2020

S Soby moved to approve the TVCCA Nutrition Services Memorandum of Agreement for 2019-2020 and authorize the First Selectman to sign, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

7. Discussion and Possible Action on NECCOG Animal Services Agreement for 2019-2020

D Mizla pointed out errors in the contract with the town named Brooklyn instead of Colchester, also to fix section 5 numbering. Discussion on Colchester pound and program specifics. Video monitoring will be installed at NECCOG's expense, the recording dvr will be located at Town Hall. A Shilosky will send back the agreement for corrections. NO ACTION.

8. Discussion and Possible Action on Transfer Station – Unrecyclable Mattress Fee Adjustment

J Paggioli explained the fee reduction for the recycling program. The town would like to pass on the savings to the residents who recycle mattresses. R Coyle would like to communicate to the residents to make them aware of the program through the First Selectman's eblast, facebook and town website.

R Coyle moved to approve the proposal to reduce the fee for mattresses and box springs that cannot be recycled from \$40 per section to \$20 per section effective August 17, 2019, for the receiving of these items at the Colchester Transfer Station, seconded by S Soby. Unanimously approved. MOTION CARRIED.

9. Citizen's Comments –none

10. First Selectman's Report

A Shilosky reported that the town was able to buy oil for the whole year at a low point and saved 72k, based on assuming that the consumption amount would be similar to last year. A Shilosky stated that the he needed to change the liaison for the Historic District Committee since D Turner is also on the Historic Board. D Turner stated she would discuss individually with A Shilosky.

11. Liaison Reports

D Turner reported on Ethics Commission – continue to review code of ethics.

Conservation Commission – approved proposed renovations for Valero station on Old Hartford Rd. Approved request for permit extension for Settlers Green for another four years. That will bring the permit to the 14 year cap. Approved request to table a mini store on Hartford Rd. Solar facility proposal tabled. Two permits issued for Chestnut Hill for a pool and shed addition.

R Coyle reported on Commission on Aging – Joe Courtney on 8/19 at 10am will have a forum. 9/3 AARP will have a forum with Needleman and Orange to discuss issues. 11/23 Holiday Fair from 9am-2pm. Need one full member and two alternates. Stats attached.

Open Space – piece of property the commission was discussing is no longer available for open space, the owners decided not to give to the town. Stanavage Rd two subdivision received fee in lieu. Looking into a grant from the Eastern CT Association of Realtors. CT DEEP recreation trails work in progress.

D Mizla reported on Park & Rec – last summer concert will be 8/18 from 3-5p. Raffle tickets still for sale, also can purchase online. President league meeting regarding signage at all 8 fields stating kids are there to play and have fun. Board of Education – R Besaw resigned due to moving. Board elected C McGlynn as vice chair. Application for vacancy cut-off date is 8/16. Interviews will be held next week. WJ fields need more work in the fall and spring. Redesign of kitchen to be more efficient.

12. Adjourn

R Coyle moved to adjourn at 7:27 p.m., seconded by D Turner. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Tricia Dean, Clerk

Attachment:

TVCCA Nutrition Services MOA

Transfer Station Unrecyclable Mattress Fee Adjustment

Commission on Aging report



Memorandum of Agreement TVCCA Nutrition Services

Partner 1: **Thames Valley Council for Community Action, Inc.**
Partner 2: **Town of Colchester/Colchester Senior Center**
Agreement Period: **July 1, 2019 to June 30, 2020**

This Memorandum of Agreement (MOA) is entered into and made effective as of this **1st day of July 2019** (the "Effective Date"), by and between **Thames Valley Council for Community Action, Inc. (TVCCA)**, with administrative offices at One Sylvandale Road, Jewett City, CT 06351, and **Town of Colchester**, with administrative offices at 127 Norwich Avenue, Colchester, CT 06415, with respect to specified services to be provided for the **Colchester Senior Center** at 95 Norwich Avenue, Colchester, CT 06415.

I. Purpose and Background

This document outlines the mutually agreed upon responsibilities of **TVCCA** and **Town of Colchester/Colchester Senior Center** to cooperatively coordinate and arrange for a weekday, congregate lunch meal for senior citizens, providing nutrition and socialization to senior citizens living in the town of Colchester, CT, that together will make the partnership a success.

TVCCA is New London County's private, 501(c)(3) non-profit Community Action Agency. Its mission is to improve the overall well-being of individuals and families in need within its service area by: fostering their self-esteem, respect, independence, confidence, personal growth and self-sufficiency; promoting community awareness, input and ownership of societal problems; and providing a broad spectrum of comprehensive, quality services. When incorporated in 1965, **TVCCA** operated one program – it now operates 28 programs that serve low-income, at risk individuals and families of all ages.

It is the mission of the **Town of Colchester's Senior Services Department** to support older adults by providing programs and services designed to promote their independence, health, wellness and overall quality of life. The **Colchester Senior Center** is a community resource dedicated to engaging, enriching and empowering the lives of seniors.

TVCCA and **Town of Colchester/Colchester Senior Center** do mutually agree to the following:

II. Services

Provide all meal components and serve a weekday hot meal to residents 60 years and older.

A. TVCCA agrees to provide the following:

1. Be responsible for providing nutritious congregate lunch meals and all necessary disposable ware (5) days per week (excluding federal holidays).
2. Employ and train a **TVCCA** staff member as Site Server to heat and serve the meals in accordance with all local, state and federal regulations. Training shall be provided at least quarterly.
3. Be responsible for obtaining and managing the contract and billing with Senior Resources Agency on Aging (SRAA) to ensure the service is available to seniors.

4. Secure and maintain all licenses necessary to serve the congregate meal.
5. Be responsible for the purchase and maintenance of 1 refrigerator to be used by **TVCCA** for the provision of congregate meals at the **Colchester Senior Center**.

B. **Town of Colchester/Colchester Senior Center** agrees to provide the following:

1. Monetary reimbursement for the cost of the Site Server's wages and fringe costs at a rate of **\$12.96/hour** from **7/1/2019 – 6/30/2020**.
2. Space, custodial services, equipment, including maintenance thereof (with the exception of the refrigerator owned by **TVCCA** referenced above), facility maintenance, trash removal, heat and utilities.
3. A comfortable dining area for meal service with tables and chairs to accommodate all seniors who wish to participate in the congregate lunch meal.

III. Period of Agreement

The **Partners** shall commence performance of this Agreement on the **1st day of July, 2019** and shall continue performance through the **30th day of June, 2020**, unless otherwise specified.

IV. Contacts

Communications should be directed to the following contacts:

TVCCA Program/Activities

Eugene Theroux, Director
TVCCA Nutrition Services
860-934-1002
etheroux@tvcca.org

TVCCA Agreement

Dawn Cwynar, Executive Assistant to Deb Monahan
Thames Valley Council for Community Action, Inc.
860-425-6503
dcwynar@tvcca.org

Colchester Senior Center Program/Activities

Patricia A. Watts, Director of Senior Services
Colchester Senior Center
860-537-3911
pwatts@colchesterct.gov

Town of Colchester Agreement

Arthur Shilosky, First Selectman
Town of Colchester
860-537-7220
ashilosky@colchesterct.gov

V. Reporting

No reporting is required in execution of this Agreement.

VI. Payment for Services

- A. Payment Provisions: **Colchester Senior Center** agrees to pay **TVCCA** for the services provided and as described under this Agreement up to a maximum amount of **\$13,478.40** for serving staff as specified in Section 'II. Services' for the entire Agreement period.
- B. Invoicing: **TVCCA** Accounts Receivable Department shall provide an invoice on a monthly basis to **Colchester Senior Center**.
- C. Payment Schedule: Payment shall be released by **Colchester Senior Center** within thirty (30) days of receipt of invoice.

VII. Program Evaluation and Quality Assurance Compliance:

- A. On-site monitoring of **Colchester Senior Center** by a **TVCCA** Site Manager shall occur quarterly.
- B. The performance of **TVCCA** and **Colchester Senior Center** in the provision of the services specified in Section 'II. Services' shall be reviewed and evaluated at least annually by SRAA staff. Such reviews may be performed by visual safety assessments, examination of client records, service logs, other documents and reports, and a meeting with site staff and/or clients.
- C. Clients shall participate in a satisfaction survey for the Congregate Meal Program provided by **TVCCA**.

VIII. Inclement Weather:

- A. **TVCCA** takes pride in providing services, while ensuring the safety of its staff. In the event of inclement weather, **Colchester Senior Center** shall contact **TVCCA Nutrition Services** the day of by 7:00 am to confirm closing and/or coordinate any changes to meal delivery. Further inquiries may be addressed by calling 860-886-1720.
- B. In the event of inclement weather, **TVCCA** reserves the right to close or delay the opening of the Senior Nutrition Program. **Colchester Senior Center** Director's contact information has been entered in an "All Call" system. An automated message shall be sent through the All Call system to the center by 7:00 am the day of, stating the status of the **TVCCA** Senior Nutrition Program.
 - 1. It is the responsibility of the **Colchester Senior Center** to maintain current contact information, to ensure communication is effective in such situations.

IX. Terms and Conditions

A. Safeguarding Client Information:

Each **Partner** shall safeguard the use, publication and disclosure of information on all applicants for and all Clients who receive Services under this Agreement with all applicable federal and state law concerning confidentiality.

B. Reporting of Client Abuse or Neglect:

Each **Partner** shall comply with all reporting requirements relative to Client abuse and neglect, including but not limited to requirements as specified in C.G.S. §§ 17a-101 through 103, 19a-216, 46b-120 (related to children); C.G.S. § 46a-11b (relative to persons with mental retardation); and C.G.S. § 17b-407 (relative to elderly persons).

C. Indemnification:

- 1. Each **Partner** shall indemnify, defend and hold harmless the other **Partner**, including its officers, representatives, agents, directors, employees, successors and assigns, from and against any and all claims, liabilities, actions, losses, costs, judgments, fines, amounts paid in settlement or expenses, including without limitation, any reasonable legal, accounting and other expenses of experts or third party professionals for defending any actions or threatened actions, including any appeals, arising from or proximately caused by any act or omission connected with the indemnifying **Partner's** obligations and performance pursuant to this Agreement.
- 2. Each **Partner's** indemnification obligations under this section are conditioned upon the indemnified **Partner**: (i) promptly notifying the indemnifying **Partner** of any claim in writing; (ii) cooperating with the indemnifying **Partner** in the defense of the claim; and (iii) granting the indemnifying **Partner** sole control of the defense or settlement of the claim.
- 3. This section is intended to survive the termination or expiration of this Agreement. The obligations contained herein are in no way limited, relieved or abated by reason of any insurance coverage, including as otherwise provided for in this Agreement.

D. Insurance:

Each **Partner** is responsible for maintaining, at its sole cost, adequate insurance providing coverage for any and all: (i) claims by its employees under workers' compensation and state disability acts; (ii) claims for damages due to bodily injury, sickness, disease, or death which arise out of its negligent acts or omissions; and (iii) claims for damages due to injury to or destruction of tangible or intangible property, including loss of use resulting therefrom, which arise out of its negligent acts or omissions.

E. Compliance with Law and Policy, Facility Standards and Licensing:

The **Partners** shall comply with all pertinent federal, state and local laws, OSHA regulations, local health reporting and licensing requirements and supply documentation of such compliance to the relevant Program/Activities Contact as is necessary.

F. Record Keeping and Access:

The **Partners** shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this Agreement. These records shall be made available upon request for administrative review or audit by authorized representatives of the administering agency. The **Partners** shall retain all such records concerning this Agreement for a period of three (3) years and three (3) months after the end of the fiscal year to which they pertain.

G. Protection of Personal Information:

Each **Partner** shall implement and maintain electronic and physical data security practices for the protection of Personal Information.

H. Non-discrimination:

Colchester Senior Center in accordance with the legal, contractual and moral obligations recognized by and binding upon **TVCCA**, agrees and warrants that in the performance of the Agreement, it too is prohibited from discriminating or permitting discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown 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.

X. Agreement Amendment and Termination

- A. This Agreement will be reviewed and signed on an annual basis by both **Partners**. This Agreement may only be revised or otherwise altered in any respect upon mutual written agreement, signed by both **Partners**.
- B. This Agreement may be terminated by either **Partner** upon notice in writing at least 60 days prior to the date of termination.

In Witness Whereof, this Memorandum of Agreement was signed by both **Partners** and made effective as of the Effective Date.

Thames Valley Council for Community Action, Inc.

Town of Colchester/Colchester Senior Center


Deborah Monahan
Deborah Monahan
Executive Director

7/25/19
Date

Arthur Shilosky
Arthur Shilosky
First Selectman

8-19-2019
Date

Town of Colchester Interoffice Memo

To: Art Shilosky, First Selectman
From: James Paggioli, Director of Public Works 
CC:
Date: August 12, 2019
Re: Transfer Station – Unrecyclable Mattress Fee Adjustment

In conjunction with providing enhanced services at the Transfer Station in regard to disposal of certain items, the Department is always looking for opportunities for the residents to save money while properly disposing of materials in accordance with State of Connecticut regulations. Such an opportunity has arisen in regard to collection and disposal Mattress and Box Springs that are not in sufficiently good condition to be included within the Mattress Recycling Program. Presently there is a charge per section for disposal of \$40. This fee was established based upon the charge that the Town would have to pay Willimantic Waste prior to enrollment in the Mattress recycling program. Since enrollment and successful operations, the cost to the Town has decreased to \$20 per section (Mattress or Box Spring) that is too damaged to be recycled.

It is recommended that the Fee at the Transfer Station be reduced to \$20 per section for these items, consistent with the operation of the Transfer Station to pass of any savings to the residents of the Town and to also "help" alleviate the desire to illegally dump these items off site throughout the Town.

Proposed Motion: Town of Colchester Board of Selectmen approve of the proposal to reduce the Fee for Mattresses and Box Springs that cannot be recycled from \$40 per section to \$20 per section effective August 17, 2019, for the receiving of these items at the Colchester Transfer Station.

COA Meeting-August 12th, 2019

Justine Kowinsky is our new Program Coordinator. She began on July 22nd and has been in training to learn the many aspects of her role, has spent time getting to know our senior center members and our programs and their leaders, as well as some future program planning with me. Our priority is to stabilize our programming and get it back to full speed, prior to making and programming changes to get through the holiday season, which is always busy, and implement some new programs based on the results of our recent Activity Interest Survey.

We received excellent feedback from other CoA's or Senior Center Directors for Dianne Stone's presentation at the Regional CoA Round Table that we hosted last month.

The deadline for the window replacement project has been moved forward to September/October per Public Works.

The Title III grant which funds our Making Memories Program through Senior Resources Area Agency on Aging has been fully funded, once again this year. They were highly complementary about the program, its impact and how well it is run, thanks to Missy Bauman's efforts.

Jane Moreno, our Nutrition Site Server for 21 years retired last Friday, August 2nd. We had a very well-attended Retirement Party for her, which was a wonderful send-off for a great lady. Valerie Webster is our new Nutrition Site Server. She was trained by Jane for the Janes' final 2 weeks and is doing a good job now that she is on her own. She will be a great fit with our team.

I will be attending Travel Fest sponsored by Friendship Tours on Monday, August 26th in order to make selections for travel destinations for 2020. We will put out an electronic travel survey to help us make final selections and see where the most interest is.

We will be participating in the SECT Regional Event again this year on October 17 at 7-10 p.m. We will be selling tickets beginning in September. The Corvettes Do Wop Revue will be the musical entertainment with Hors D'oeuvres, drinks and dancing. Hosted at Langley's Restaurant in Waterford this year.

September is National Senior Center Month and the theme is Senior Centers: The Keys to Aging Well. We will be planning some exciting programs around the theme.

I will be on vacation beginning August 29-September 8.

Attendance & Meals Served:

- Meals served in June: on site: 165 MOW: 288
- Monthly Transports in June: 800
- Monthly Attendance in June: 2176
- Total Membership: 1297