



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda

Regular Meeting via Zoom

Thursday, September 3, 2020 @ 7:00 PM

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/87591670637?pwd=RUE2RVJPRWdiQkI4K2VkUjRWSzR2UT09>

Or Telephone:

US: +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592 or +1 346 248 7799

or +1 669 900 6833 or +1 253 215 8782

Webinar ID: 875 9167 0637

Passcode: 838113

RECEIVED
COLCHESTER, CT
2020 SEP -2 PM 4:06
Mary Bylone
MARY BYLONE
TOWN CLERK

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CORRESPONDENCE
6. CONSENT AGENDA
 - A. Approve the Minutes of the August 19, 2020 Joint Board of Selectmen and Board of Finance Meeting
 - B. Approve the Minutes of the August 20, 2020 Board of Selectmen Meeting
 - C. Approve Tax Abatements
 - D. Approve the Emergency Management Performance Grant
7. Boards and Commissions – Interviews and/or Possible Appointment and Resignations
 - A. Police Commission – Resignation as Chair – Carol Vaillancourt
 - B. Parks and Recreation Commission – Resignation – Eric Kundahl
8. Discussion and Possible Action to Approve the Third and Fourth Amendment for the Middlesex Paramedic Program and Authorize the First Selectman to Sign All Necessary Documents
9. Discussion and Possible Action to Approve the Long-Term Recovery Committee's Charge
10. Discussion and Possible Action to enter into Agreement with Attorney David F. Sherwood on Behalf of the Planning and Zoning Department
11. Discussion and Possible Action on Accepting the Service Agreement Extension for Refuse and Recycling with Willimantic Waste Paper Co., Inc. and Authorizing the First Selectmen to Sign Necessary Paperwork.
12. Discussion and Possible Action on a Budget Transfer to Close Out FY 2019-2020
13. Executive Session to Discuss Personnel Matters

Selectman@ColchesterCt.gov

860-537-7220

www.ColchesterCT.gov

14. CITIZEN'S COMMENTS
15. FIRST SELECTMAN'S REPORT
16. LIAISON REPORTS
17. ADJOURN

August 29, 2020

Good morning Colchester BOS members,

I am writing as a citizen and business owner in the Town of Colchester to express concern.

First, it is important for me to preface my concerns by sincerely thanking you for all the positive work you have done and continue to do during the pandemic and during this turbulent time we are living through. We're all affected and so it's important to constantly be mindful of the fact that we do not know how others are affected or what they've experienced.

For me:

- I watched my neighbor leave his house by ambulance in April to never come home again.
- My ice cream concession business of 35 years has been shutdown for all of 2020 (and perhaps more) as a result of COVID and executive orders.
- As a 59 year old public school teacher, I'll welcome students next Tuesday for the first time since March 13th.
- My three adult children have thankfully fared well, two as essential employees (nurse, heavy equipment mechanic) and my oldest a teacher like her dad.
- Being in a bipartisan marriage, imposes a perspective beyond my own, which is valuable.

My concern is regarding the First Selectman's handling of Selectman's Rudko's attempt to respond during citizens' comments. I'm not weighing in on the content of his comment, nor the content of comments of the three citizens that proceeded his comment. I'll note that one preceding youth citizen (Zander) didn't give both first and last names with is a typical requirement. I digress.

As noted in your bylaws (#5 below), the First Selectman was *technically correct* in restricting Selectman Rudko in his attempt to speak as a selectman. The First Selectman is the only one allowed to respond, if at all. It should be noted that this restriction is often waived in meetings. Aptly, Mr. Rudko invoked his right to speak as a citizen. As reported in the RiverEast News, he only got two minutes. That may have been an honest mistake of time keeping by the First Selectman (*who in this Zoom meeting format has the added power of mute*). Honest mistake or not, Mr. Rudko should be allowed his full three minutes at the next BOS meeting. Just as significant is the absence of an opportunity for the BOS (*per # 1 below*) to vote to extend his time. This too may have been a result of the Zoom format. However, the next BOS meeting should have an agenda item, specific to correcting the handling of Mr. Rudko's comments, such that they could vote to extend his time beyond the three minutes he was due. Disallowing (*muting*) a dissenting view is never correct, regardless of opinions.

(1) If deemed necessary, in order to provide time for maximum citizen participation, the Board of Selectmen may establish a provision at a meeting to limit comments. In such a case, three (3) minutes will be allotted to each speaker at each warned citizen's comments. The Board may decide by a majority vote to extend the 3 minutes of time allotted.

(5) The Board will not respond to comments made during Citizens' Comments, with the exception that the Chairperson only may respond if, in the discretion of the Chairperson, such comments require an immediate response.

Lastly, while all of this might be the result of honest mistakes and due to the circumstance of Zoom meetings, it could just as easily be an example of an abuse of power. I don't know. But one way to lessen this type of incident, regardless of it's a cause is to hold meetings in person moving forward. Just as schools are going in-person, rather than remote, so to might public officials with meetings.

Sincerely,

Dave Dander

Dave Dander

August 31, 2020

Dear Selectmen,

I listened to the last public comments section in your August 20th meeting repeatedly. I immediately realized something unusual was happening. Spokespeople from a youth and social services program called out a sitting selectman for casting a dissenting vote. They made a statement introduced by Town staff. Elizabeth Allard stated, "we would like to make a statement".

Their stated intent was to offer support for BOS approval of the exploratory committee for diversity and inclusion. To me that was odd. Why state support for something not only approved but was enacted in part? The committee had a scheduled meeting posted on the web site. It also made the cancelling of the meeting public.

It was at the end of their comments that showed real purpose of the comments. They stated in part, "your heavy insistence that the Board provide facts and data about the number of racists incidence, despite (inaudible) testimony leads me to believe you're grasping at any excuse not to create this committee." They later stated Taras Rudko by name since he was the only dissenting vote. They even went further to publicly take exception with almost all his concerns.

As an ex-Board member of Education and Finance, I was told there were two rules. Once a motion is made and approved, ALL members needed to move on. Second, Board members do not publicly go after other Board members.

These children have the right to state their own opinions. Yet, Ms. Allard stated "we" want to make a statement. This tied their stated opinions directly to Town Hall.

I know our First Selectman has Youth and Social Services reporting to her. I know the comments were made under the auspices of their Youth Uprise program. The question is did our FS have full knowledge of the content of the statement? When did our First Selectman know? If true, what public value is seen through such an effort to admonish Mr. Rudko?

Mr. Rudko raised certain concerns I share. I think so do many, many others. If there are institutional issues, our First Selectman and School Superintendent can and should not wait for the lengthy commission process to make policy changes. As a man of color, every day needed to get to Commission recommendations to the BOS/BOE for reforms, is a day wasted for victims of racism now. This is especially true of our public schools. The Youth Uprise children stated the school system needed to "step up their efforts" their efforts to reduce racism. Again, why wait?

To the best of my hearing his comments, his intent was not to deny any racism exists in Colchester. It was asking how racism rose to such a level our FS decided to make it public health issue. A public issue that now has taxpayer dollars devoted to addressing such a thorny issue at a social level. He, I, and many others question using handful of anecdotes as the basis to make such a significant Proclamation.

I agree with him the Proclamation could have chilling impact on bringing business to Colchester to reduce the burden on existing businesses and residents.

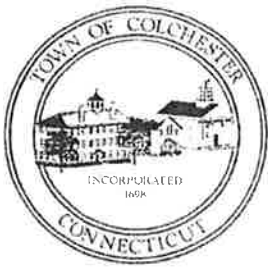
In closing, if true, surrogates sent to send a message to Mr. Rudko is concerning. It seems to me a better use of time would have been getting the committee back on our public radar so citizens know where this will go next. Based upon comments in social media, clearly community-based dialog is needed. No one wants racism in Colchester. The issue really is to find a common understanding of what is meant by racism and the best way to address it.

Thanks for your time,

A handwritten signature in blue ink, reading "James D. McNair III". The signature is fluid and cursive, with the first name "James" being the most prominent.

James D. McNair III

Colchester Citizen and past public servant



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Town of Colchester

Board of Finance and Board of Selectmen Joint Meeting

August 19, 2020 – Virtual Meeting – 6:00 PM

(All items on this agenda are subject to possible action.)

MINUTES

RECEIVED
TOWN OF COLCHESTER
2020 AUG 25 PM 2:15
Maggie Furman
CITY CLERK

BOARD OF SELECTMEN MEMBERS PRESENT: First Selectman Mary Bylone, Rosemary Coyle, Denise Mizla, Denise Turner, Taras Rudko

MEMBERS ABSENT: None

BOARD OF FINANCE MEMBERS PRESENT: Chairman Rob Tarlov, Michael Hayes, Mike Egan, Andreas Bisbikos, and Andrea Migliaccio, Bernie Dennler

MEMBERS ABSENT: None

OTHERS PRESENT: CFO Maggie Cosgrove, Senior Center Building Committee Members: Chairman Tony Tarnowski, Kevin Hastings, Ron Silberman, Geraldine Transue, Madelyn Starkey

***All members and citizens were present via Zoom webinar

1. **CALL THE BOARD OF SELECTMEN MEETING TO ORDER:** First Selectman Bylone called the meeting to order at 6:06 p.m.
2. **CALL THE BOARD OF FINANCE MEETING TO ORDER:** Chairman Tarlov called the meeting to order at 6:06 p.m.
3. **DISCUSSION AND POSSIBLE ACTION OF REQUEST TO APPROPRIATE FUNDS FROM THE GENERAL FUND TO ENTER INTO A CONTRACT WITH CSG TO PROVIDE OWNER'S PROJECT MANAGEMENT SERVICES FOR PHASE ONE OF SENIOR CENTER BUILDING PROJECT FOR \$43,034.00 IN ACCORDANCE WITH RFQ 2020-05:** T. Tarnowski explained the need for hiring an Owner's Representative at this time. They would engage in an independent third party estimate which will help in establishing a more accurate cost before going to a referendum and assist with educating the citizens on the project. While members of both boards understood the benefit of a third party estimate, there was hesitance in spending the additional money on a project that had not yet actually been approved by the citizens and during a time of much economic uncertainty due to Covid. Members asked that a more detailed breakdown be provided as to what would be included in the bid amount such as clarification exactly how the Owner's Representative would assist in communicating with the public on the project. There was general consensus to have the Senior Center Building Committee present a detailed breakdown of the cost.

4. **CITIZENS' COMMENTS:** None

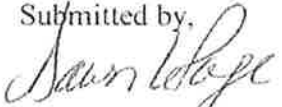
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5. **ADJOURN THE BOARD OF SELECTMEN MEETING:** D. Mizla motioned to adjourn, seconded by D. Turner. Vote was unanimous. MOTION CARRIED. First Selectman Bylone adjourned the meeting at 7:12 p.m.
6. **ADJOURN THE BOARD OF FINANCE MEETING:** B. Dennler motioned to adjourn, seconded by M. Hayes. Vote was unanimous. MOTION CARRIED. Chairman Tarlov adjourned the meeting at 7:12p.m.

Submitted by,



Dawn LePage, Clerk



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Regular Meeting
Thursday, August 20, 2020 @ 7:00 PM
Zoom Meeting

Members Present via Zoom: First Selectman Mary Bylone, Taras Rudko, Rosemary Coyle, Denise Turner, Denise Mizla

Others Present via Zoom: Sheila Tortorigi, Gayle Furman, Tiffany Quinn, Bruce Goldstein, Matt Bordeaux, Cindy Praisner, Art Shilosky, Andreas Bisbikos

1. CALL TO ORDER: First Selectman (FS) Mary Bylone called the meeting to order at 7:00 p.m.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA: R. Coyle motioned to add Senior Center Resource on Aging Grant to item number 19 and renumber accordingly, seconded by D. Mizla.
MOTION CARRIED UNANIMOUSLY
4. CITIZEN'S COMMENTS: NONE
5. CONSENT AGENDA: D. Tuner motioned to approve the Consent Agenda without the minutes seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**
6. Approve the minutes of the July 16, 2020 Board of Selectmen Meeting: R. Coyle motioned to approve the minutes with the correction being made to note that it was a Regular Meeting and to correct item #12 to say: "...John Chaponis gave *an* explanation..." seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
7. Boards and Commissions – Interviews and/or Possible Appointment and Resignations.
 - a. R. Coyle motioned to approve Leslie Curtis from Alternate to Member of Agricultural Commission with a term to expire on 11/30/2022, seconded by D. Mizla. **MOTION CARRIED UNANIMOUSLY**
 - b. R. Coyle motioned to accept, with regret, the resignation of Christopher Bourque from the Agricultural Commission, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
 - c. T. Rudko motioned to appoint Kevin Gustin to the Police Commission for a term to expire 1/2/2023, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**
8. Special Recognitions

RECEIVED
TOWN OF COLCHESTER, CT
2020 AUG 24 PM 2:59
MARY BYLONE
FIRST SELECTMAN
DENISE MIZLA
TARAS RUDKO
ROSEMARY COYLE
DENISE TURNER
SHEILA TORTORIGI
GAYLE FURMAN
TIFFANY QUINN
BRUCE GOLDSTEIN
MATT BORDEAUX
CINDY PRAISNER
ART SHILOSKY
ANDREAS BISBIKOS

- a. First Responders – FS recognized civilian Alan Bouchard, Officers Labonte and Watrous, CHFD EMS Personnel, Chief Walter Cox, Bob Dombrowski and James Roellig for their parts in saving the life of a resident who had a health emergency while jogging.
 - b. Police Department Promotions – FS recognized the promotion to Corporal of Officers Owens, Labonte and Green.
9. Discussion and Possible Action on Awarding the Colchester – Tax Incentive Program to NCT Friction Welding, Inc.: The history and explanation of the C-TIP program was given and the owners of NCT Friction Welding gave an overview of their business and why they were choosing to move to Colchester. R. Coyle motioned to accept the recommendation for the Economic Development Commission to grant a variable property Tax Incentive Abatement to NCT Friction Welding, Inc. as proposed in the amounts of 100% in year one, 90% in year two, 80% in year three, 70% in year four and 50% in year five, of the increase in real property tax for the new construction proposed at 124 Upton Road. Granting of the property tax incentives are contingent on the Certificate of Occupancy for the new construction issued by the Town of Colchester Building official. The tax relief will be applied to the first full year after the Certificate of Occupancy by the Town of Colchester for each building, seconded by D. Mizla.

MOTION CARRIED UNANIMOUSLY

10. Discussion and Possible Action on the Renewal of “On-Call” Architectural Consulting Services with Brewster Architects, LLC: D. Mizla motioned to authorize the First Selectman to sign the fee proposal for the “on-call” professional services of Brewster Architects, LLC, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**
11. Discussion and Possible Action on Budget Transfers to Close out Fiscal Year 2019-2020: R. Coyle motioned to approve the budget transfers, seconded by D. Mizla. **MOTION CARRIED UNANIMOUSLY**
12. Discussion and Possible Action on Offering One Hour Block Reservations During the week at the RecPlex: R. Coyle motioned to authorize the Recreation Department to reserve the RecPlex Pavilion in one hour blocks for a fee of \$20 per hour for Colchester Residents and local businesses (\$40 per hour for non-residents or out of town businesses), on Monday – Friday and to waive the fee for any town approved committees or commissions, seconded by D. Mizla. **MOTION CARRIED UNANIMOUSLY**
13. Discussion and Possible Action for New Registration Software “RecDesk” for Parks and Recreation: RecDesk software would provide a cost savings to the town and is easier for staff to use. D. Mizla motioned to approve the recommendation to enter into an agreement with RecDesk as the software

provider for the Recreation Department and authorizing the First Selectman to sign all necessary documents, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**

14. Discussion and Possible Action to use Authorize.net for Credit Card Processing for RecDesk: D. Turner motioned to accept the recommendation of the Recreation Department and enter into a contract with GovtPortal to use Authorise.net as the credit card processor with the RecDesk software and allow the First Selectman to sign all contracts as required, seconded by T. Rudko. **MOTION CARRIED UNANIMOUSLY**

15. Discussion and Possible Action on Participation in the Homeland Security Grant Program: T. Rudko motioned to participate in the Homeland Security Grant Program and allow the First Selectman to sign required paperwork, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**

16. Discussion and Possible Action on Awarding RFP 2020-06 Engineering Services to Environmental Partners Group, Inc. of Middletown: D. Mizla motioned that the Board of Selectmen, acting as the WPCA of the Town of Colchester, award RFP 2020-06 Engineering Services for 16: Force Sanitary Sewer Force Main Analysis and Design of Repair, be made to Environmental Partners Group, Inc. of Middletown Connecticut for the amount of \$24,900 and that the First Selectman be authorized to sign all necessary documents, seconded by T. Rudko. **MOTION CARRIED UNANIMOUSLY**

17. Discussion and Possible Action on Grant Application for the Department of Mental Health and Addiction Services Local Prevention Council Program: D. Mizla motioned to approve the grant application for the Department of Mental Health and Addiction Services Local Prevention Council Program in the amount of \$3,907.40 for fiscal year 2010-2021 and authorize the First Selectman to sign all necessary documents, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**

18. Discussion and Possible Action to approve the 2020-2021 School Readiness Grant Application: R. Coyle motioned to approve the 2020-2021 Competitive School Readiness Grant Application and for the First Selectman/Superintendent to sign the application, seconded by D. Turner. **MOTION CARRIED UNANIMOUSLY**

19. Discussion and Possible Action on Corporal Job Descriptions: Previously there has been no job description for this position. The criteria approved by the Police Commission. R. Coyle motioned to approve the job description for police corporal position with the correction in the summary to note "...appoints *qualified individuals* to this position..." seconded by D. Mizla. **MOTION CARRIED UNANIMOUSLY.**

20. Discussion and Possible Action to Approve the Making Memories Grant Funding in the amount of \$14,665.00: R. Coyle motioned to approve the FY 2021 contract for funding awarded for the Making

Memories Program and authorize the First Selectmen to sign all necessary documents, seconded by T. Rudko. **MOTION CARRIED UNANIMOUSLY**

21. EXECUTIVE SESSION: R. Coyle motioned to enter Executive Session to discuss contract negotiations at 8:13 seconded by D. Mizla. **MOTION CARRIED UNANIMOUSLY**

22. Discussion and Possible Approval of Collective Bargaining Agreement Between the Town of Colchester and Municipal Employees Union "Independent" (MEUI) Local 506, WEIU, AFL-CIO, CLC: Board Members returned from Executive Session at 8:20 p.m. D. Turner motioned to approve the collective bargaining Agreement Between the Town of Colchester and Municipal Employees Union "Independent" (MEUI) Local 506, WEIU, AFL-CIO, CLC, seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**

23. CITIZEN'S COMMENTS: Art Shilosky asked for clarification regarding the reason the board entered Executive Session. Elizabeth Allard and students Zander and Shannon from Youth Uprise expressed their opinion that the Diversity and Inclusion Commission should move forward. The students read a statement.

24. FIRST SELECTMAN'S REPORT: Covid numbers continue to look good in Colchester, no positive tests in 6 weeks. Due to Storm Isaias some people were without power for a full week and the state is looking at holding Eversource accountable. We continue with the clean-up of trees as many were weakened by the storm. Halls Hill Road is almost complete. Paper Mill Road Bridge is almost complete.

25. LIAISON REPORTS:

R. Coyle – *Senior Center Building Committee* - Approved invoice of \$2,349 for a portion of schematic design by architect. The Senior Center may be fueled by the gas line that was recently put in. The committee decided on design, 12B and architect will begin bringing more detail.

D. Mizla – *Norton Park* - Paper Mill Bridge repairs are almost done, when complete the committee will be able to clean up the park. They are focusing their efforts on getting their fundraising brochure out to the public.

Board of Education – The report on the WJJMS fields look good, the sewer lines have been repaired. Back to school was moved to September 8, in a hybrid model. School year will be 177 days, the projected last day of school is June 17 of 2021. Discussed how they will proceed with their Diversity Committee.

D. Turner – *CHVFD Exemption Revision Committee Meeting* – Ordinance was revised and sent to attorney for review. Further conversation is needed but they hope to present to BOS in September.

Conservation Commission – They had three pending applications two approved, Chestnut Hill and Van Cedarfield, they tabled a six-lot subdivision on Stanavage Road. They received two new applications,

one for a house and driveway on Prospect Hill Road and a 140-lot subdivision on Lebanon Avenue.

There is an ongoing enforcement issue on Middletown Road. North Pond Subdivision has been paved.

Diversity and Inclusion Commission – Noted that there will be restructuring of this commission with the hope to resume within the next 2 weeks.

Long-Term Recovery Committee – They had 1000 people participate in their survey. Concerns over the impact of isolation during the pandemic was an issue. The Committee will be presenting their findings to the Board of Selectmen in the near future.

T. Rudko – None to Report

FS – Board of Finance - FS expressed concern regarding Park and Recreation Liaison Andreas Bisbikos, suggestion to use money from the general fund to irrigate the fields during a Parks and Recreation Meeting. FS felt that everything that was taken out of the budget should be considered if money was going to be put back into the budget from the general fund, since this was one of the items cut from the town budget.

26. ADJOURN: D. Turner moved to adjourn at 8:45 p.m., seconded by R. Coyle. **MOTION CARRIED UNANIMOUSLY**

Please see the minutes of future meetings for any corrections hereto.

Respectfully Submitted by:

Heide Perham, Executive Assistant to the First Selectman



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

MEMO

To: Board of Selectmen

From: Sean Shoemaker

Date: 9/1/2020

Re: Emergency Management Performance Grant

The Emergency Management Performance Grant is funds from Federal Government, administered by State of CT, cost sharing program to enhance emergency management programs throughout the state. It is a 50% per capita matching grant, which funds almost 50% of Colchester's Emergency management budget. This is an annual grant.



E.MERGENCY M.ANAGEMENT P.ERFORMANCE G.RANT

**FFY 2020 APPLICATION
Due: September 30,
2020**



State of Connecticut

Department of Emergency Services and Public Protection
Division of Emergency Management and Homeland Security

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COMPLETION CHECKLIST FOR SUB-GRANTEE

The following forms are necessary for the timely completion of this document. Please use this aid to ensure all documents are included in your submission. More detailed information is available in the EMPG Manual.

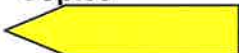
- ☐ Section B: Application Information and Data Sheet
- ☐ Section C: Municipal Resolution
- ☐ Section D: EMPG Financial Tool Budget Tab
- ☐ Section E: Master Staffing Pattern and Training History
- ☐ Section F: NEMA Survey attached (Optional)
- ☐ Job Descriptions have been attached if applicable (Available on website)

DEMHS REGIONAL CONTACT INFO

For assistance filling out this application please contact your DEMHS Regional Coordinator.

Region 1	Robert Kenny Regional Coordinator	149 Prospect Street, Bridgeport, CT 06604 Phone: 203.696.2640 Email: Robert.Kenny@ct.gov	Fax: 203.334.1560
Region 2	Jacob Manke Regional Coordinator	1111 Country Club Road, Middletown, CT 06457 Phone: 860.685.8105 Email: Jacob.Manke@ct.gov	Fax: 860.685.8366
Region 3	William Turley Regional Coordinator	DEMHS - 360 Broad Street Hartford CT 06105 Phone: 860.529.6893 Email: William.Turley@ct.gov Mailing address: P.O. Box 1236 Glastonbury, CT 06033	Fax: 860.257.4621
Region 4	Michael Caplet Regional Coordinator	15-B Old Hartford Road Colchester, CT 06415 Phone: 860.465.5460 Email: Mike.Caplet@ct.gov	Fax: 860.465.5464
Region 5	John Field Regional Coordinator	55 West Main Street, Suite 300 Box 4 Waterbury, CT 06702 Phone: 203.591.3509 Email: John.Field@ct.gov	Fax: 203.591.3529

SECTION A. APPLICATION INSTRUCTIONS

Below are brief instructions for filling out each application form. Please fill out these forms completely and accurately. **Please be reminded that all signatures are required to be original on this document. Copies will not be accepted.** Please sign or initial where you see the following tabs: 

1. **Manual:** Please print and review the EMPG Program Manual (https://portal.ct.gov/-/media/DEMHS/_docs/Grants/EMPG/2019-Manual-Sample.pdf?la=en). The Subgrantee is responsible for the information contained in this document. More complete instructions are available in this document.
2. **Section B: Applicant Information and Datasheet:** Please fill out boxes 1-16 with the necessary information.
3. **Section C: Municipal Resolution:** Please provide a municipal resolution to grant the Chief Executive Officer the authority to sign the EMPG application package on behalf of the municipality. For more information on resolution specifics please reference the EMPG Program Manual.
4. **Section D: EMPG FINANCIAL TOOL-Budget Preparation:** Fill in your budget request for the performance period of 10/1/20-9/30/21 in the 2020 EMPG SLA Financial Tool. Please submit this budget electronically to your DEMHS Regional Office for review upon submittal of the application. Please consult the 2020 EMPG Manual for any additional forms.
5. **Section E: Master Staffing Pattern:** The Master Staffing Form comes pre-populated with the training records of local personnel who have reported completion of the IS and/or PDS course requirements. Towns may use this form to report on any additional courses completed since their last EMPG application.
6. **Additional Forms:** Please review the remaining list of forms available on our website at <https://portal.ct.gov/DEMHS/Grants/Emergency-Management-Performance-Grant/Guidance-and-Forms> to determine if any of these forms will be needed for your application:
 - Emergency Management Director Job Description** – Use this form if you have hired a new Emergency Management Director.
 - Emergency Management Deputy Director Job Description** – Use this form if you have hired a new Emergency Management Deputy Director.
 - Emergency Management Support Staff Job Description** – Use this form if you have hired new Emergency Management Support Staff (e.g. Clerical).
 - Request for Transcripts from EMI** – Use this form to request a transcript of the courses you have completed through FEMA and/or the Emergency Management Institute (EMI).

Once all of the necessary forms are filled out and signed, complete the application by signing and dating the Applicant Information and Data Sheet. Attach the Budget and all other forms and submit the Application Package to your DEMHS Regional Office.

SECTION B. EMPG APPLICATION INFORMATION AND DATA SHEET**All Forms Must Be Original - Copies Will Not Be Accepted****Mail Completed Applications To:**

DEMHS Regional Coordinator (See Page 2 of this application for contact information)

SPCP Unit Use Only

1. Name of Municipality or Agency Applying for Subgrant: Town of Colchester	2. Period of Award for this Subgrant: 10/1/20 – 9/30/21 10/1/20 - 9/30/21
3. Emergency Management Director Name & Address Name: Sean Shoemaker Title: EMD Organization: Colchester Emergency Management Address Line 1: 52 Old Hartford Road Address Line 2: City/State/Zip: Colchester, CT 06415 Phone: 860-207-6870 Fax: 860-537-3332 E-mail: oerm@colchesterct.gov	4. Official Authorized to Sign for the Applicant: Name: Mary Bylone Title: First Selectman Organization: Town of Colchester Address Line 1: 127 Norwich Ave Address Line 2: Suite 201 City/State/Zip: Colchester, CT 06415 Phone: 860-537-7220 Fax: 860-537-0547 E-mail: selectman@colchesterct.gov
5. Municipal/Agency Financial Officer Name: Maggie Cosgrove Title: CFO Organization: Town of Colchester Address Line 1: 127 Norwich Ave Address Line 2: Suite 203 City/State/Zip: Colchester, CT 06415 Phone: 860-537-7229 Fax: 860-537-7231 E-mail: mcosgrove@colchesterct.gov	6. Fiscal Point of Contact: (If Different than Financial Officer) Name: Title: Organization: Address Line 1: Address Line 2: City/State/Zip: Phone: Fax: E-mail:
7. Applicant FEIN: 06-60001974	8. Applicant DUNS #: 177899317
9. Applicant Fiscal Year End: June 30	10. Date of Last Audit: In process- estimated 12/31/20
11. Dates Covered by Last Audit: 7/1/19 to 6/30/20	12. Date of Next Audit: 12/31/21
13. Dates to be Covered by Next Audit: 7/1/20 to 6/30/21	

Please note that the information required for boxes 9 through 13 refers to the sub-grantee's audit cycle.**FEDERAL AUDIT AND DEBARMENT REQUIREMENT CERTIFICATION****14. ACKNOWLEDGEMENT OF FEDERAL SINGLE AUDIT SELF REPORTING REQUIREMENTS**

- Sub-grantees that are required to undergo a Federal Single Audit as mandated by OMB Circular A-133 must alert CT DEMHS, in writing, to any specific findings and/or deficiencies with regard to the use of federal grant funds within 45 days of receipt of their audit report. This notification must identify the finding(s) / deficiencies and a corrective action plan for each.
- All sub-grantees must submit to CT DEMHS a copy of the audit report section pertaining to use of federal grant funds regardless of any findings or deficiencies, within 45 days of the receipt of that report.

Initial to indicate that this requirement has been read and understood:**INITIAL****15. ACKNOWLEDGEMENT OF DEBARMENT REQUIREMENTS:**

- The sub-grantee will confirm the eligibility status (via Sam.gov) of all vendors/contractors that the sub-grantee pays with EMPG SLA funds. The sub-grantee will confirm that the vendors/contractors do not appear on the SAM's Exclusion List of federally debarred or suspended vendors.

Initial to indicate that this requirement has been read and understood:**INITIAL**

- 16. I, the undersigned, for and on behalf of the named municipality, state agency, or regional planning organization, do herewith apply for this subgrant, attest that, to the best of my knowledge, the statements made herein are true, and agree to any general or special grant conditions attached to this grant application form.**

SIGN & DATE**Authorized Signatory:** X**Date:**

SECTION C. AUTHORIZING RESOLUTION

All Forms Must Be Original - Copies Will Not Be Accepted

This Blanket Resolution Can Also Be Used to Satisfy the Requirements of the Homeland Security Grant Program

AUTHORIZING RESOLUTION OF THE

Colchester Board of Selectmen

(Insert name of governing body—for example, town council)

CERTIFICATION:

I, Gayle Furman, the Town Clerk of Colchester,

(keeper of the records—for ex. town clerk or secretary of council)

do hereby certify that the following is a true and correct copy of a resolution adopted by

Board of Selectmen at its duly called and held meeting on September 3, 20 ,

(name of governing body)

(Month, Day)

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 Colchester Board of Selectmen may enter into with and deliver

(name of governing body)

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

(name and title of officer)

Colchester Board of Selectmen,

(Name of governing body)

is authorized and directed to execute and deliver any and all documents on behalf of the

Colchester Board of Selectmen

(name of governing body)

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.

The undersigned further certifies that Mary Bylone

(name of officer)

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 _____ day of

20

(Name and title of record keeper)

**INSERT
TACTILE
TOWN
SEAL HERE**

The Chief Executive Officer has not changed since the previous resolution was authorized on _____

(Date)

SECTION D. EMPG SLA FINANCIAL TOOL-BUDGET

Please Note: Applications will not be reviewed without the submittal of the EMPG Financial Tool “Application Budget” tabs.

Fill out the Application Budget portion of the tool by filling out the teal boxes for the following:

1. Award Amounts:

Per Capita Award: This amount is based on your town's population as listed in the State Register and Manual and is entered by the applicant from a table contained in the tool.

Sub grant Allocation: This totals as you fill in the categories below.

2. Enter Categories:

- **Personnel-** Enter the total estimated cost for salaries or stipends for full or part-time EMDs, Deputy EMDs and support staff.
- **Organization-** Enter the total estimated cost for your phone bills, fax, internet bills, cable TV, WIFI etc. Please note that all services must be concluded and paid before seeking reimbursement.
- **Equipment-** Enter the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems, EOC furniture etc.
- **In kind-** Enter the total estimated cost for any in-kind costs including Volunteer EMDs, Deputy EMDs or Support Staff time and any donated new equipment. Note: In-Kind Allocations require 2X the match.
- **All other-** Enter the total estimated cost for all other items. Must receive pre-approval from DEMHS Regional Coordinator.
- **Unallocated** – This is the remaining balance of funding that you have not yet allocated to a particular category.

EMPG Subgrant Budget (Fill In Green Cells Only)	
PER CAPITA AWARD	
Totals:	\$147,216.00
Federal Per Capita Share ¹ :	\$73,608.00
Local Match ² :	\$73,608.00
SUBGRANT ALLOCATION	
Totals:	\$0.00
Federal Per Capita Share ¹ :	\$0.00
Local Match (Includes In-Kind) ² :	\$0.00
Personnel:	\$0.00
Allocate (Enter) the total estimated cost for salaries or stipends for full or part-time EMD's, Deputy EMD's and support staff. If claiming fringe, please provide a fringe benefits letter from the Municipal Finance Director.	
Organization:	\$0.00
Allocate (Enter) the total estimated cost for your phone bills, fax, internet bills, cable TV, WIFI etc. Please note that all services must be concluded and paid before seeking reimbursement.	
Equipment:	\$0.00
Allocate (Enter) the total estimated cost for your anticipated equipment needs including printers, computers, radios, phone systems, EOC furniture etc.	
In-Kind:	\$0.00
Allocate (Enter) the total estimated cost for any in-kind costs including Volunteer EMDs, Deputy EMDs or Support Staff time and any donated new equipment. Note: In-Kind Allocations require 2X the match. For a volunteer time form please visit the DEMHS website at http://www.ct.gov/demhs/cwp/view.asp?a=1910&q=411692	
All Other:	\$0.00
Allocate (Enter) the total estimated cost for all other items. Must receive pre-approval from DEMHS Regional Coordinator.	
Unallocated:	\$73,608.00

Section E. EMPG Master Staffing Pattern and Training History

The purpose of this form is to collect information regarding employees who will be funded under the Emergency Management Performance Grant (EMPG). Shown on the form are the current training records (completed courses are marked with their dates of completion) by your EMPG funded staff according to our records. These courses are required for all staff funded partially or fully under the EMPG.

Instructions: If you have completed additional courses please fill in the dates of completion for any courses. Please provide a copy of the course certificate(s). The deadline for new staff to complete all of the required courses is September 30, 2020.

Instructions: If you have completed additional courses please fill in the dates of completion for any courses. Please provide a copy of the course certificate(s). The deadline for new staff to complete all of the required courses is September 30, 2020.

[illegible]

If an employee funded by EMPG has yet to complete the Required FEMA IS courses at <https://training.fema.gov/is/searchis.aspx?search=PDS> (Professional Development Series) please complete the missing courses and submit your training certificate to your Division of Emergency Management and Homeland Security (DEMHS) Regional Office. If you need to request training certificates from FEMA, please request your transcript using the Transcript Request Form – EMI. You can find this form on our website at <https://training.fema.gov/emiweb/downloads/tranrqst1.pdf>

SECTION F. NEMA QUESTIONNAIRE

Each year the Division of Emergency Management and Homeland Security (DEMHS) fills out a survey from the National Emergency Management Association (NEMA). The purpose of the survey is to justify the funding we receive under the Emergency Management Performance Grant (EMPG).

To help us in filling out the survey for FY 2020, DEMHS is asking our EMPG participating towns to answer a few brief questions. Your answers will assist NEMA in justifying continued funding of the EMPG program to Congress.

1. What is your total emergency management budget: \$_____

Please provide your total budget even if these costs exceed your EMPG allocation.

2. Is your Emergency Management Director?:

(Check One)

☐ Full-Time
☐ Part-Time
☐ Volunteer

3. Which official (if any) has the authority to issue a mandatory evacuation order?:

(Check One)

☐ Mayor
☐ First Selectman
☐ Town Manager
☐ Other

Heide Perham

From: Carol Vaillancourt <carolv0113@icloud.com>
Sent: Thursday, August 20, 2020 7:19 PM
To: Heide Perham
Subject: Re: Police Commission

Hello, Heide.

Sorry for the delay, I've been crazy this week and last. Please accept this as my formal notice of stepping down as chair. You may or may not know that my 85 year old Dad lives with me and requires more and more attention these days. I feel the chair position requires more time than I can give. I choose to remain on the commission and will do whatever I can to assist and will happily take any other position within the Police Commission.

Best regards,
Carol V

On August 19, 2020 at 8:36 AM, Heide Perham <hperham@colchesterct.gov> wrote:

Hi Carol,

I got an email that you were stepping down as chair from the Police Commission. We will need a letter so we can document it with the Town Clerk.

Thank you,

Heide

Heide Perham

Executive Assistant to First Selectman

Town of Colchester

127 Norwich Avenue

Colchester, CT 06415

860-537-7200 x227

hperham@colchesterct.gov

Heide Perham

From: First Selectman
Sent: Tuesday, August 25, 2020 6:26 PM
To: Heide Perham
Subject: Fwd: Resignation from P&R commission

For the next BOS meeting
Get [Outlook for iOS](#)

From: First Selectman <selectman@colchesterct.gov>
Sent: Tuesday, August 25, 2020 6:25:18 PM
To: ekundahl@gmail.com <ekundahl@gmail.com>
Subject: Re: Resignation from P&R commission

Hi Eric

I will let the Board of Selectman know. Thank you for your service. I completely understand, although regret, your decision. In the future, if your situation changes, you would always be welcomed back.

Mary

Get [Outlook for iOS](#)

From: Eric Kundahl <ekundahl@gmail.com>
Sent: Tuesday, August 25, 2020 6:22:58 PM
To: First Selectman <selectman@colchesterct.gov>
Subject: Resignation from P&R commission

Good evening Mary,

This is my official resignation letter as chairman of the P&R commission. Due to work and other commitments it's time for me to move on. At last meeting I asked my vice chair Kristin Moody to fill in until new chair is filled. It was a pleasure to work with such a great group of people.

Sincerely,

Eric Kundahl

MIDDLESEX HOSPITAL PARAMEDIC SERVICES AGREEMENT

This Agreement is entered into effective as of July 1, 2016 by and between MIDDLESEX HOSPITAL, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a business address at 28 Crescent Street Middletown, CT 06457 "Middlesex Hospital" and the Town of Colchester with offices at 127 Norwich Ave Colchester, CT 06415.

WITNESSETH

WHEREAS, the Town of Colchester is desirous of entering into an agreement with Middlesex Hospital to ensure the continuation providing of paramedic services to the residents of the Town and to insure that the availability of the highest quality of paramedic services to its residents is maintained, and

WHEREAS, Middlesex Hospital is desirous of entering into an Agreement with the Town of Colchester for providing of paramedic services to the residents of the Town.

NOW THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Paramedic Service Fee.** Town will pay Middlesex Hospital a paramedic service fee to provide Paramedic Services as set forth below in Sections 2 and 3. The paramedic service fee shall be \$1.00 "per-capita" for the approximate annual population of the Town of Colchester as determined by the most current census in accordance with census.gov. The paramedic service fee for this Agreement, based on the aforementioned information shall increase \$1.00 at each Renewal Term as set forth in Section 5. Term/Termination. The paramedic service fee will be billed annually on July 30th by Middlesex Hospital and shall be due thirty (30) days after receipt of invoice.
2. Middlesex Hospital shall endeavor to make available licensed Paramedics for Services twenty-four (24) hours per day, seven (7) days per week. Town acknowledges that emergency medical service system demands on Middlesex Hospital will at times prevent Middlesex Hospital from responding timely to Colchester request. Middlesex Hospital will notify Colchester immediately at the time of request when such circumstances exist. In such circumstances, paramedic services will be requested by Middlesex according to its existing mutual aid agreements with other paramedic service providers.
3. Middlesex Hospital shall respond to Colchester requests to provide Services either at the scene of the medical emergency or by meeting the transporting ambulance *en route* to an acute care medical facility at an agreed intercept point. Services shall be provided

by a Middlesex Hospital Paramedic in accordance with the most recent revision to the State of Connecticut ALS Protocols.

4. **Advisory Committee.** An advisory committee comprised of EMS service chiefs, town selectmen and Middlesex Hospital representatives will be formed and will meet no less than quarterly to discuss matters related to service, financial performance, supplies, training and other issues.

5. **Term/Termination.** This Agreement shall commence on the effective date of this Agreement and shall continue for one (1) year. Upon mutual Agreement between the parties in writing this Agreement may be renewed for additional one (1) year terms ("each, Renewal Term") under the same terms and conditions not more than four (4) subsequent annual one (1) year renewal Terms. Either party has the right to terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

6. **Connecticut Law.** The laws of the State of Connecticut will govern the interpretation and construction of this Agreement and the acts or omissions of the parties pursuant to it, without reference to conflicts of law principles. Town expressly consents to the personal jurisdiction of the state courts located in Middlesex Judicial District for the State of Connecticut, and to the United States District Court for the District of Connecticut.

7. **Assignment.** Neither party shall assign this Agreement or any rights hereunder without the prior written consent of the other party; provided, however, that Middlesex Hospital may assign this Agreement in the event that it is acquired by or merges with another entity, or if all or substantially all of its assets are transferred to another entity.

8. **Payment.** Payment terms are net thirty (30) days upon receipt of the invoice. Town may charge Middlesex Hospital with interest on fees not paid to Town within ninety (90) days of the receipt of the invoice. The interest rate charged shall not exceed the maximum amount allowable under law.

9. **Default.** In the event of a default by either party in carrying out any material obligation hereunder, the other party may terminate this Agreement; provided, however, that such right of termination shall only apply if written notice of such default has been given and the defaulting party has not cured such default within thirty (30) days of receipt of such notice.

10. **Independent Contractor.** The Agreement does not create any agency relationship between Middlesex Hospital and Town, and both parties are acting hereunder as independent contractors. The parties shall be and act as independent Contractors, under no circumstances shall this Agreement be construed as one of agency, partnership, joint venture, or employment between the parties. Each party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other party in any way. Neither party grants the other any right to bind it except as otherwise expressly agreed in writing. Each party shall be fully liable for all workers' compensation

premiums and liability insurance, federal, state and local withholding taxes or charges with respect to its respective employees.

11. This Agreement is independent of, and shall not supersede, Middlesex Hospital's agreement with Colchester Hayward Volunteer Fire Department.

12. **Notices.** Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and will be deemed to have been duly given by (a) hand delivery; or (b) certified mail, return receipt requested, postage prepaid; or (c) telecopier (with written confirmation of receipt), provided that a copy is also mailed by registered mail, return receipt requested, addressed to the parties at their respective address set forth below. Each party may change the notice upon written notice to the other party.

If to Town to:

First Selectman
Colchester Town Hall
107 Norwich Avenue
Colchester, CT 0645

If to Middlesex Hospital to:

Middlesex Hospital
28 Crescent Street Middletown, CT
06457
Attention: Materials Management Dept.

13. **Force Majeure.** No party shall be liable for delay in performance hereunder due to forces beyond its control, including but not limited to acts of God, fires, strikes or other labor disputes, acts of war, acts of terrorism, or intervention by any governmental authority, and each party shall take steps to minimize any such delay. Notwithstanding any of the foregoing, in the event that Town experiences one or more Force Majeure event resulting in delays in performance of thirty (30) days or more in the aggregate, Middlesex Hospital may immediately terminate this Agreement and shall have no further liability to Town.

14. **Severability.** In the event that any portion of these Terms and Conditions are held to be unenforceable, the remainder of the provisions shall continue in full force and effect. In such event, the parties shall, in good faith, modify these Terms and Conditions so as to achieve as much as can be achieved of the provision that was held unenforceable.

15. **Entire Agreement.** This Agreement contained the entire understanding between the parties and supersedes all prior agreement, either oral or in writing, with respect to the subject matter thereof. No amendment, alternation, change, or attempted waiver of any of the

provisions of this Agreement shall be binding with the written consent of both parties.

16. **Counterparts, Facsimile and PDF Image Copy.** This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. The Parties hereto agree that this Agreement may be transmitted between them or their respective attorneys by facsimile or PDF image copy. The Parties intend that faxed or PDF signatures constitute original signatures and that an Agreement containing the signatures (original, facsimile or PDF) of all the parties is binding on the parties once sent via facsimile or via electronic mail to the opposing counsel.

IN WITNESS WHEREOF, the said parties have caused this Agreement to be executed by their duly constituted officers as of day first written above.

ACCEPTED BY:

Town of Colchester



Signature

Arthur Shlosky

Print Name

First Seledman

Title

7-25-2016

Date

Middlesex Hospital



Signature

Vincent Capece Jr

Print Name

CEO

Title

8/8/16

Date

AMENDMENT TO AGREEMENT

This Amendment to Agreement (the "Amendment") is entered into effective July 1, 2017, by and between Middlesex Hospital, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a main business address at 28 Crescent Street, Middletown, Connecticut 06457 ("Middlesex Hospital") and the Town of Colchester, with offices at 127 Norwich Avenue, Colchester, CT 06415 ("Town").

WITNESSETH

WHEREAS, Middlesex Hospital and Town entered into an Agreement dated July 1, 2016 (the "Agreement") for Middlesex Hospital to continue to provide Paramedic Services to the residents of the Town; and

WHEREAS, Middlesex Hospital desires to continue providing paramedic services to the residents of the town.

WHEREAS, both parties have agreed to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties agree as follows:

1. The Agreement is hereby amended as set forth in the following paragraphs.
2. The term of the Agreement is hereby renewed for an additional one (1) year term July 1, 2017 - June 30, 2018 in accordance with Section 5 of the Agreement.
3. The \$1.00 increase as indicated in Section 1 of the Agreement will be waived by Middlesex Hospital to the Town for only the renewal term under this Amendment.
4. Except as amended by this Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed by their duly constituted officers as of the effective date of this Agreement.

ACCEPTED BY:

Middlesex Hospital


Signature
Vincent G. Capece, Jr.


Print Name

President / CEO

Title

June 20, 2017
Date

Town of Colchester:


Signature
Art Shilasky

Print Name

First Selectman

Title

6-17-2017
Date

SECOND AMENDMENT TO AGREEMENT

This Second Amendment to Agreement (the "Second Amendment") is entered into effective July 1, 2018, by and between Middlesex Hospital, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a main business address at 28 Crescent Street, Middletown, Connecticut 06457 ("Middlesex Hospital") and the Town of Colchester, with offices at 127 Norwich Avenue, Colchester, CT 06415 ("Town").

WITNESSETH

WHEREAS, Middlesex Hospital and Town entered into an Agreement dated July 1, 2016 (the "Agreement") for Middlesex Hospital to continue to provide Paramedic Services to the residents of the Town; and

WHEREAS, Middlesex Hospital desires to continue providing paramedic services to the residents of the town.

WHEREAS, both parties have agreed to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties agree as follows:

1. The Agreement is hereby amended as set forth in the following paragraphs.
2. The term of the Agreement is hereby renewed for an additional one (1) year term July 1, 2018 - June 30, 2019 in accordance with Section 5 of the Agreement.
3. The \$1.00 increase as indicated in Section 1 of the Agreement will be waived by Middlesex Hospital to the Town for only the renewal term of July 1, 2018 - June 30, 2018⁹ under this Second Amendment.
4. Except as amended by this Second Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed by their duly constituted officers as of the effective date of this Agreement.

ACCEPTED BY:

Middlesex Hospital

Signature

Vincent G. Capece, Jr.

Print Name

Title

Date

Town of Colchester:

Signature

Print Name

Title

Date

THIRD AMENDMENT TO AGREEMENT

This Third Amendment to Agreement (the "Third Amendment") is entered into effective July 1, 2019, by and between Middlesex Hospital, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a main business address at 28 Crescent Street, Middletown, Connecticut 06457 ("Middlesex Hospital") and the Town of Colchester, with offices at 127 Norwich Avenue, Colchester, CT 06415 ("Town").

WITNESSETH

WHEREAS, Middlesex Hospital and Town entered into an Agreement dated July 1, 2016 (the "Agreement") for Middlesex Hospital to continue to provide Paramedic Services to the residents of the Town; and

WHEREAS, Middlesex Hospital desires to continue providing paramedic services to the residents of the town.

WHEREAS, both parties have agreed to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties agree as follows:

1. The Agreement is hereby amended as set forth in the following paragraphs.
2. The term of the Agreement is hereby renewed for an additional one (1) year term July 1, 2019 - June 30, 2020 in accordance with Section 5 of the Agreement.
3. The \$1.00 increase as indicated in Section 1 of the Agreement will be waived by Middlesex Hospital to the Town for only the renewal term of July 1, 2019 - June 30, 2020 under this Third Amendment.
4. Except as amended by this Third Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed by their duly constituted officers as of the effective date of this Agreement.

ACCEPTED BY:

Middlesex Hospital

Town of Colchester:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (the "Fourth Amendment") is entered into effective July 1, 2020, by and between Middlesex Hospital, a Connecticut corporation owning and operating a Connecticut licensed acute care hospital and other treatment facilities with a main business address at 28 Crescent Street, Middletown, Connecticut 06457 ("Middlesex Hospital") and the Town of Colchester, with offices at 127 Norwich Avenue, Colchester, CT 06415 ("Town").

WITNESSETH

WHEREAS, Middlesex Hospital and Town entered into an Agreement dated July 1, 2016 (the "Agreement") for Middlesex Hospital to continue to provide Paramedic Services to the residents of the Town; and

WHEREAS, Middlesex Hospital desires to continue providing paramedic services to the residents of the town.

WHEREAS, both parties have agreed to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, parties agree as follows:

1. The Agreement is hereby amended as set forth in the following paragraphs.
2. The term of the Agreement is hereby renewed for an additional one (1) year term July 1, 2020 - June 30, 2021 in accordance with Section 5 of the Agreement.
3. The \$1.00 increase as indicated in Section 1 of the Agreement will be waived by Middlesex Hospital to the Town for only the renewal term of July 1, 2020 - June 30, 2021 under this Fourth Amendment.
4. Except as amended by this Fourth Amendment, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the said parties have caused this Amendment to be executed by their duly constituted officers as of the effective date of this Agreement.

ACCEPTED BY:

Middlesex Hospital

Town of Colchester:

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Long-Term Recovery Committee

Committee Charge

The Colchester Long-Term Recovery Committee was established to identify the short and long-term needs of the Colchester community as residents and businesses recover from the COVID-19 pandemic. The Committee's findings and recommendations, based on feedback from community members, will be presented to the Board of Selectmen and communicated with local groups and organizations.

**Town of Colchester
Planning and Zoning Department**

To: Colchester Board of Selectmen

From: Matthew R. Bordeaux, Planning Director

Date: August 27, 2020

Re: Legal Representation for Wetlands Violations

The Conservation Commission has recently commenced an enforcement action for violations of the Colchester Inland Wetlands & Watercourse Regulations. The subject of the enforcement action is protesting the Commission's findings. Working with First Selectman Bylone, the Planning and Zoning Department has identified the need for legal representation in this matter.

The Department has selected Attorney David Sherwood, of Moriarty, Paetzold & Sherwood in Glastonbury, CT, to represent the Town in this situation. Attorney Sherwood's expertise in this area of land use law will assist the department in the appropriate preparation and documentation of the enforcement proceedings.

Please refer to the attached agreement received from Attorney Sherwood.

Recommended Motion:

The Colchester Board of Selectmen authorizes the First Selectman to sign an agreement on behalf of the Planning and Zoning Department for the legal services of Attorney David F. Sherwood per the terms outlined in the attached agreement.

MORIARTY, PAETZOLD & SHERWOOD

ATTORNEYS AT LAW
2230 MAIN STREET – P.O. BOX 1420
GLASTONBURY, CONNECTICUT 06033

DAVID F. SHERWOOD
dfsherwood@gmail.com

TELEPHONE (860) 657-1010
TELECOPIER (860) 657-1011

August 20, 2020

Matthew Bordeaux, Town Planner
Planning and Zoning Department
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

Reference: 956 Middletown Road, Colchester, Connecticut

Dear Mr. Bordeaux:

I am writing in connection with our discussion regarding the apparent violations of the Colchester Inland Wetlands and Watercourses Regulations occurring at the above-referenced property. The purpose of this letter is to set forth our agreement with respect to our representation of the Colchester Conservation Commission/Inland Wetlands and Watercourses Agency in this matter.

We will undertake this work on the following non-contingent fee basis:

- a. We will bill you at the rate of \$250.00 per hour for our work on this file, which will consist of representing the Commission in connection with the investigation into and prosecution of the apparent violations of the Inland Wetlands and Watercourses Act and the Colchester Inland Wetlands and Watercourses Regulations at the referenced property, including the initiation of a lawsuit for injunctive relief should that prove necessary, and in such related matters as you specifically request. Our acceptance of this representation does not involve an undertaking to represent the Commission in any other matter.

Matthew Bordeaux
Page 2
August 20, 2020

b. We will keep accurate time records, itemized by work performed and time expended, and send you periodic statements, which you agree to pay within fifteen days of receipt. Please note the fees and costs relating to this matter are not predictable. Accordingly, we have made no commitment concerning the maximum fees and costs that will be necessary to resolve or complete this matter. Any estimate of fees and costs that we may have discussed represents only an estimate of such fees and costs. It is also expressly understood that payment of our fees and costs is in no way contingent on the ultimate outcome of the matter.

c. Any out-of-pocket expenses, such as extraordinary postage, filing fees, copying and the like, may be billed separately when incurred and you agree to pay invoices for these items upon receipt.

d. You may terminate our representation, at any time, by notifying us in writing. The termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or incurred thereafter in connection with an orderly transition of the matter. If such termination occurs, your papers and property will be returned promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained. These files include, for example, our administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of our lawyers. We may withdraw from representation if you fail to fulfill an obligation under this agreement, including your obligation to pay our fees and expenses, or as permitted or required under any applicable standards of professional conduct or rules of court, or upon our reasonable notice to you.

e. Unless previously terminated, our representation of you will conclude upon our sending our final statement for services rendered in this matter. Following such conclusion, any otherwise nonpublic information you have supplied to us, which is retained by us, will be kept

Matthew Bordeaux
Page 3
August 20, 2020

confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned promptly upon receipt of payment for outstanding fees and costs. We will retain copies for our files pertaining to the matter. All such documents retained by us will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

You are engaging Moriarty, Paetzold & Sherwood to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. Unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, we have no continuing obligation to advise you with respect to future legal developments.

Should you ever have any questions regarding the foregoing procedures or policies, please do not hesitate to call me. We look forward to representing you in this matter and will proceed upon receipt of a countersigned copy of this letter.

Very truly yours,

MORIARTY, PAETZOLD & SHERWOOD

David F. Sherwood
/mds

CONTENTS NOTED AND APPROVED

Date



WILLIMANTIC
WASTE PAPER CO., INC.

P.O. Box 239, Recycling Way, Willimantic, CT 06226
Tel. 860-423-4527 • Fax 860-450-7551
www.williwaste.com

SERVICE AGREEMENT FOR REFUSE AND RECYCLING

SERVICE LOCATION

Customer Name Town of Colchester – Transfer Station

Address 89 Old Amston Road

City Colchester State CT Zip 06415

Phone 860-537-3169

Contact Mary Bylone

BILLING LOCATION

Customer Name Town of Colchester
Transfer Station

Address 127 Norwich Ave

City Colchester State CT Zip 06415

Phone 860-537-7288 Contact Mary Bylone

Business Type Municipal

Tax Status Non-Taxable

☒ ROLL OFF

START DATE 0 1 0 1 2 1

Equipment 40 Yard Roll-Off(s)

Haul Fee \$134.94 per load

Disposal \$ 85.00 per ton (See disposal fee schedule below)

Rental Fee \$ 0.00 per month (Included in disposal fee)

Item Bulky Waste (BW)

☒ RECYCLING ROLL OFF

START DATE 0 1 0 1 2 1

Equipment 40 Yard Roll-Off(s)

Haul Fee \$134.94 per load

Disposal \$ 60.00 per ton

Rental Fee \$ 0.00 per month (Included in disposal fee)

Item Single Stream Recycling

☒ ROLL OFF

START DATE 0 1 0 1 2 1

Equipment 40 Yard Roll-Off(s)

Haul Fee \$161.92 per load

Disposal Fee \$ 75.00 per ton (See disposal fee schedule below)

Rental Fee \$ 0.00 per month (Included in disposal fee)

Item Municipal Solid Waste (MSW)

☐ RECYCLING ROLL OFF

START DATE

Equipment

Haul Fee

Rebate

Rental Fee

Item

SPECIAL INSTRUCTIONS

Municipal Solid Waste Fee Schedule: Year 1: \$75.00 Per Ton; Year 2: \$77.25 Per Ton; Year 3: \$79.57 Per Ton.

Bulky Waste Fee Schedule: Year 1: 85.00 Per Ton; Year 2: \$90.00 Per Ton; Year 3: \$95.00 Per Ton.

SPECIAL INSTRUCTIONS

Haul rates subject to a 2.5% increase annually.

AGREEMENT

PLEASE SEE REVERSE FOR TERMS AND CONDITIONS

The term of this agreement is for a period of 3 years. In addition to the above fee schedule, the customer must pay the appropriate fuel surcharges and sales tax, as applicable. Rates subject to an annual increase.

Customer Authorized Signature

Title Date

Name (print)

"Contractor " Willimantic Waste Paper Co., Inc.

Authorized Signature

Title Sales Manager Date 08/13/2020

Name (print) Victoria Lindsey

TERMS AND CONDITIONS OF SERVICE AGREEMENT

(1) TERM. The term of this Agreement shall be automatically renewed for 36 months from the last day of the term or any renewal term unless either party shall give written notice of termination (Certified Mail) to the other party, at least 60 days but not more than 120 days prior to the current termination date.

(2) SERVICE. Customer grants to the Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (which includes recyclable materials) and Contractor agrees to furnish such services and equipment specified above, all in accordance with the terms of this Agreement.

(3) CHARGES AND PAYMENT. Customer shall pay Contractor monthly for the collection and disposal services provided by Contractor (including all charges for equipment rental and maintenance) in accordance with the schedule of charges shown on the reverse side of this Agreement. Additionally, Customer agrees to pay the Company's standard container delivery, removal, and/or exchange fees. Payment shall be made by Customer within 10 days after receipt of an invoice from Contractor. If any payment is not made when due, Contractor may impose, and Customer agrees to pay, a late fee equal to 5% of the invoice amount and interest on all past due payments at the rate of 1½% per month (but not to exceed the maximum rate allowed by applicable law) and Contractor may, at its sole option, terminate the Agreement on notice to the Customer and recover all past due payments, recover any equipment on the premises of the Customer and recover liquidated damages from Customer as set forth below.

(4) RATE ADJUSTMENTS. Rate is based on 100 pounds per yard. If weight exceeds 100 pounds per yard, the monthly fee and/or other service-related fees may be adjusted accordingly. Because disposal, fuel, and other business-related costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the rates hereunder - to adjust for any increase in such costs or any increases in transportation costs. Where there are changes in the volume or proportion of refuse or recyclables in the solid waste stream that is to be collected, Contractor shall have the right to change the size of the collection containers and the frequency of the collection service for both the refuse and recyclables and increase the rate accordingly. However, such adjustment shall in no way diminish the quality of service. Any increase in the contract rates or amendment to the contract may be proposed by the Contractor. If the Customer does not object in writing to such rate increase or amendment within fifteen (15) days of receipt of notice if the proposed change, then this contract shall be deemed amended to reflect such changes. If Customer does object in writing within such fifteen (15) day period, this Agreement shall continue without such changes but Contractor, at its option, may at anytime thereafter terminate this Agreement by giving ten (10) days written notice to Customer. If the Customer does not object in writing to such rate increase or amendment within fifteen (15) days of receipt of notice if the proposed change, then this contract shall be deemed amended to reflect such changes. If Customer does object in writing within such fifteen (15) day period, this Agreement shall continue without such changes but Contractor, at its option, may at any time thereafter terminate this Agreement by giving ten (10) days written notice to Customer. Rates subject to an annual increase.

(5) WASTE MATERIAL. Customer represents and warrants that the materials placed in the equipment shall be "waste material" as defined herein and shall contain no other substances. The term "waste material" as used herein shall mean solid waste generated by Customer excluding radioactive, volatile, highly flammable, explosive, biomedical, infectious, toxic or hazardous material. The term "hazardous material" shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the U.S. Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, or applicable state law. Contractor shall acquire title to the waste material when it is loaded into Contractor's trucks. Title to and liability for any waste excluded above shall remain with Customer and Customer expressly agrees to defend, indemnify, and hold harmless Contractor from and against any and all damages, penalties, fines and liabilities resulting from or arising out of such waste excluded above. Contractor has the sole right to determine whether or not the recyclables meet the established standards for the recyclables to be collected, and it may reject any materials of the Customer that do not meet such standards.

(6) DRIVEWAYS AND PARKING AREAS; ACCESS. Customer warrants that any right of way provided by Customer for Contractor's equipment location to the most convenient public way is sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform the Service. Contractor shall not be responsible for damages to any pavement or sub-surface materials or equipment (such as supply lines and/or drain pipes) of any route reasonably necessary to perform the Service and Customer assumes all liabilities for damages to pavements and roads. Company shall not be responsible for any damages to Customer's pavement, curbing or other driving surfaces resulting from Company providing service at Customer's location.

(7) EQUIPMENT; ACCESS. Any container used for the storage of waste material including stationary compaction units, stationary open units, waste material loading devices, tanks, tankers and such other on site devices as may be specified on the face of this Agreement (the "Equipment") shall remain the property of Contractor. Customer shall have care, custody and control of the Equipment while at the Customer's location and responsibility for all loss or damage to the Equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the Equipment). Customer agrees not to overload (by weight or volume), move or alter the Equipment, and shall use the Equipment only for its proper and intended purpose. Customer shall provide a suitable site for the Equipment and hereby grants Contractor the unobstructed right of access to the Equipment at all reasonable times in order to provide Service or the inspection of the Equipment. If the Equipment is inaccessible so that the regularly scheduled pick up cannot be made, Contractor will promptly notify the Customer and afford the Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for any additional collection service required by Customer's failure to provide such access. Contractor shall not be liable for, and Customer waives any claims against Contractor for, any damage to Customer's property including but not limited to pavement, driving surfaces, curbs and underground utilities or conduits, resulting from the Equipment or Contractor trucks servicing the Equipment. Customer shall indemnify, defend and hold harmless Contractor against all claims, damages, suits, penalties, fines and liabilities for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the Equipment and for any and all losses, damages or claims, including reasonable attorney's fees, relating to loss of or damage to the equipment, or other property or any injury to or death of any person(s), resulting from or arising in any manner out of Customer's breach of this Agreement, or the use, operation or possession by Customer of the Equipment. Customer shall provide safe, unobstructed access to the equipment. Company may charge an additional fee for any additional collection service required by customer's failure to provide access.

(8) LIQUIDATED DAMAGES. If Customer should no longer require the Service by reason of the cessation of Customer's business, or relocation outside of any area in which Contractor provides the Service, and provided that Customer immediately pays all amounts then due to Contractor, Customer may terminate this Agreement by thirty (30) days' prior written notice to Contractor. This Agreement may not be terminated or otherwise cancelled by either party except as provided herein. If Customer defaults or attempts to cancel Contractor's services or this Agreement, Customer agrees that the Contractor's actual damages would be difficult, if not impossible to calculate. Therefore, Customer agrees that in such event it shall pay all past due sums, and in addition, shall pay as liquidated damages and not a penalty an amount equal to 60% of the product of the last monthly charge at the time of default or cancellation multiplied by the number of months then remaining in the current term of the Agreement.

(9) COMMERCIAL TRANSACTION, WAIVER OF PREJUDGEMENT REMEDY, HEARING AND NOTICE. (Read very carefully) This is a commercial account and goods and services delivered to your business are a commercial transaction as defined by Connecticut General Statutes, Chapter 903a. This undersigned further acknowledges that, pursuant to such section, it has a right to notice of hearing prior to the issuance of any "prejudgment remedy". Notwithstanding the foregoing, the undersigned hereby waives all rights to and/or the aforementioned company's right to such notice, judicial hearing or prior court order in connection with any civil collection action by this creditor seeking prejudgment remedy attachment as outlined in Connecticut General Statutes Sections 52-278a to 52-278f.

(10) WAIVER OF JURY TRIAL. (Read very carefully). The Customer hereby waives trial by jury in any court and in any suit, action or proceeding on any matter arising in connection with or in any way related to this agreement and/or the enforcement of any of its provisions. The Customer acknowledges that it makes this waiver knowingly, voluntarily and only after extensive consideration of the ramifications of this waiver with its attorneys.

(11) ATTORNEY'S FEES. In the event of a breach of this Agreement by either party, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the other party incident to any action brought to enforce this Agreement. In the event Customer fails to pay Contractor all amounts which become due under this Agreement, or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to the amount due, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

(12) ASSIGNMENT AND BENEFIT. This Agreement shall not be affected by any changes in the Customer's service address if such new address is located within Contractor's service area as of the time of any such change in service address. This Agreement shall be binding on the parties and their heirs, personal representatives, successors and assigns.

(13) EXCUSED PERFORMANCE. Neither party hereto shall be liable for its failure to perform or delay in performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to get to container, fires and acts of God, and any such failure shall not constitute a Default under this Agreement.

(14) FUTURE SERVICE. Customer grants to Contractor the rights to compete with any bona fide offer that Customer receives or intends to accept relating to the provision of non-hazardous solid waste disposal services for the period after the termination of this Agreement. Customer shall notify Contractor forthwith in writing if Customer receives or intends to accept any such bona fide offer, disclosing to Contractor all of the terms and conditions thereof. Customer shall not accept such offer for the period of fourteen (14) days after such notification, and if Contractor within fourteen (14) days of such notification submits an offer of its own, Customer shall consider Contractor's offer but is not bound to accept it. Nothing stated in this clause shall be interpreted as relieving the Customer of its obligation to comply strictly with the provisions of this Agreement until such time as this Agreement has been terminated in accordance with its terms.

(15) START DATE. If the start date on the reverse side interferes with any contract now in force, that start date will automatically change to begin upon the expiration of the contract.

I acknowledge the terms and conditions as described above. Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original. I acknowledge that this contract contains an AUTOMATIC RENEWAL provision.

Customer's Signature: _____

Date: _____

FY 19/20

Town of Colchester
General Fund
Budget Transfer/Additional Appropriation

Department: Insurance

Reason for Request:

Additional funds to supplement budget transfer approved by BOS on 8/20/20 (BOF agenda for action on 9/2/20). June claims (billing received 8/27/20) greater than estimated - billed for additional claimant with charges retroactive to May. Claims for department restructuring/elimination of positions, and/or layoffs, including lack of work for part-time employees due to Covid (cutbacks to programming). Lack of work related to Covid is a small portion of the higher than anticipated unemployment claims in FY 2019-2020.

Reason for Available Funds:

Reduction in premium costs for Liability/Auto/Property (LAP) and Workers' Compensation insurance due to bid process and change in insurance carrier, and receipt of premium refund for FY 2018-2019 Workers Compensation payroll audit.

From:

Account Number	Account Name	Amount
11701-44206	Municipal (LAP) Insurance	2,000
11701-41260	Workers Compensation Insurance	2,500

To:

11701-44243	Unemployment Compensation	4,500

Aug 28, 2020

Date Requested

Department Director or Supervisor - Signature

Print Name

Mary Bylone, First Selectman

Aug 28, 2020

Date Reviewed

Chief Financial Officer

Aug 28, 2020

Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk