



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

AMENDED 4/1/2019

**Board of Selectmen Agenda
Regular Meeting
Thursday, April 4, 2019 @ 7:00 PM
Colchester Town Hall**

RECEIVED
001 REGISTER
2019 APR -1 11:11:38

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 - a. Tax Abatements
 - b. Approve Minutes of the March 7, 2019 Board of Selectmen Meeting
5. Boards and Commissions – Interviews and/or Possible Appointments
 - a. Youth Services Advisory Board – Russell Melmed possible appointment as a member to expire 12/1/2019
 - b. Historic District Commission – Resignation of Nancy Anderson
 - c. Board of Selectmen
 1. Denise Turner to be interviewed
 2. Sean Nadeau to be interviewed
6. Discussion and Possible Action on Board of Selectmen Vacancy
7. Approve Minutes of the March 11, 2019 Emergency Meeting
8. Update on Early Childhood Initiative by the Collaborative for Colchester's Children
9. Discussion and Possible Action on Well 3A Drilling Contract
10. Discussion and Possible Action on Water Treatment Plant Filter Vessel Repair
11. Discussion and Possible Action on Memorandum of Understanding between Board of Selectmen and Board of Finance Regarding Town Charter Section C-601C
12. Update on Norton Paper Mill Project
13. Discussion and Possible Action on Canna Care Docs – Medical Marijuana Informational Session
14. Update on Fair Housing Program Coordinator L. Wagner & Associates
15. Discussion and Possible Action on Recreation Department ActiveNet Software
16. Discussion and Possible Action on Chatham Health Educational Topics
17. Discussion and Possible Action on Solaware from Chatham Health

18. Citizen's Comments

19. First Selectman's Report

20. Liaison Reports

21. Adjourn

March 30, 2019

Dear Colchester Board of Selectman,

As you know, pursuant to a series of communications regarding the intent of the town to impose a new \$200 Peddler's Permit requirement on food vendors participating in "Civic/Special" events held in town parks and properties, I have attempted to provide a history and clarity to the town and those other businesses impacted.

Two documents provided to me by Tricia Dean (*attached*), when compared side by side beg questions. These questions are presented below with background to support each question.

- AdminPolicyVendorPermits(sent 3-28) first document sent (one page document)
- AdminPolicyApproved1995 (sent 3-29) second document sent (two page document)

When Ms. Dean sent the first document (*AdminPolicyVendorPermits sent 3-28*) she did so stating:

"Attached is the Administrative Policy that the BOS were referring to in the minutes dated June 8, 1995."

The following day Ms. Doan sent another email and referred to this first document stating:

"I did a little more digging and I apologize that the Admin Policy I sent you was not the one voted on in 1995.....The one I sent you yesterday was a proposed version in 1998. I have the Town Clerk researching all minutes from 1998 on to see if the proposed draft in 1998 was in fact voted on."

When Ms. Dean sent the second document (*AdminPolicyApproved1995 sent 3-29*) she did so stating:

"The attached Administrative Policy is the one that was voted on (see last page footnote) on June 8, 1995."

Pages 1 and 2 of the second "approved" document (*sent 3 29*) are different and appear to not have been created at the same time, or created as the same document. Comparing the font and formatting between pages one and two of the "AdminPolicyApproved1995" reveals the this:

- The font appears to be the same but the quality (boldness and level of blur) is noticeable different.
- The formatting of pages 1 and 2 are not the same. Specifically:
 - The spacing of the bullets on page 1 has the text for each bullet much closer than the spacing on page two for bullets.
 - The margins on pages 1 and 2 are not the same. The margins of the first page are wider than the margins on the second page. This is obvious comparing Item 2 for each page.

Question 1: What could explain why a two page "approved 1995" document has different formatting and different text?

The first document (*sent 3-28*) (a one-page document) is identical to the first page of the second document (*sent 3-29*) (a 2-page document). This is apparent by comparing the hand written word "proposed" on the top right corner of both documents.

Question 2: How is it possible that a one page "1998 proposal" is also the first page of an approved proposal that was presented three years prior, in 1995?

I look forward to your response to my questions.

Sincerely,


Dave Dander
Colchester

PROPOSED

ADMINISTRATIVE POLICY
FOR VENDORS AND VENDOR PERMITS

The purpose of this policy is to further clarify definitions and procedures regarding vendor permits and the parameters of vending within the Town of Colchester.

- Vending on public streets, highways, sidewalks and abutting land is governed by Ordinance 713.
- Vending on the Town Green is prohibited except for the Civic Events outlined herein.
- Vending on any other Town-owned property is prohibited except for the Civic Events outlined herein.

CIVIC EVENTS - a Civic Event is an event held on the Town Green or other Town-owned property (i) sponsored solely by the Town of Colchester, or (ii) sponsored by a private, nonprofit organization for fund raising or civic purposes. The following regulations apply to Civic Events.

- a. The sponsoring organization must obtain permission from the Board of Selectmen.
- b. All vendors at Civic Events must:
 1. Receive WRITTEN permission from the sponsoring organization.
 2. Provide a certificate of insurance to the First Selectman's office prior to participation in the Civic Event, or be included in the sponsoring organization's insurance on file with the Parks & Recreation Department.
- c. A vendor's permit pursuant to Ordinance 713 is not required for vending at Civic Events on the Town Green or other Town-owned property.
- d. Vendors may use the utilities available on the Town Green during Civic Events.

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- b. All vendors at Civic Events must:
 1. Receive WRITTEN permission from the sponsoring organization.
 2. Provide a certificate of insurance to the First Selectman's office prior to participation in the Civic Event, or be included in the sponsoring organization's insurance on file with the Parks & Recreation Department.
- c. A vendor's permit pursuant to Ordinance 713 is not required for vending at Civic Events on the Town Green or other Town-owned property.
- d. Vendors may use the utilities available on the Town Green during Civic Events.

SPECIAL EVENTS - Special events are NOT sponsored by the Town, but are rather fund raising opportunities for private, NON-PROFIT organizations.

- NON-PROFIT organizations sponsoring special events on the Town Green will be allowed to use the utilities available on the Town Green.
- ALL vendors must:
 1. Receive WRITTEN permission from the respective organization;
 2. Provide a certificate of insurance to the First Selectman's office prior to participation in the event, or be included in the sponsoring organization's insurance on file with the Parks & Recreation Department;
 3. A Vendor's Permit is required and available through the First Selectman's office; and
 4. Vendor's may use the utilities available on the Town Green.

FOR-PROFIT ORGANIZATIONS: FOR-PROFIT organizations are not allowed to use the Town Green.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

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

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

MEMBERS ABSENT: none

OTHERS PRESENT: Town Clerk G Furman, Registrar L Grzeika, Public Works Director J Paggioli, BOF R. Tarlov and A Bisbikos, D Turner, E Evans, D Bates, T Rudko, D Bouchard, I Rudko and clerk T Dean

First Selectman A Shilosky read the rules for Citizen's Comments

1. Call to Order

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

2. Additions to the Agenda

A Shilosky asked to add #9 Discussion and Possible Action on RFP 2019-01 Town Hall Roof Repair, and #10 Discussion and Possible Action on Open Colchester, renumber remaining items accordingly.

S Soby moved to add the agenda items as presented, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

3. Citizen's Comments

D Bouchard regarding Charter and stated her hope that tonight's decision restores the Board of Finance's power. Regarding data breach and the necessity to know if any resident's personal information was breached.

N Negron – correspondence attached

4. Consent Agenda

a. Tax Abatements

b. Approve Minutes of the February 21, 2019 Board of Selectmen Meeting

c. Approval of Senior Services Submission of Title III Grant Renewal Application for the Making Memories Program FY 2019-2020

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

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

a. Economic Development – Lisandro Suarez possible appointment as a member to expire 10/1/2023

S Soby moved to appoint Lisandro Suarez as a member to the Economic Development Commission for a term to expire on 10/1/2023, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

b. Housing Authority – Cathy Forcier Kosmo possible appointment as a member to expire 5/30/2023

R Coyle moved to appoint Cathy Forcier Kosmo a member to the Housing Authority for a term to expire on 5/30/2023, seconded by S Soby. Unanimously approved. MOTION CARRIED

c. Youth Services Advisory Board – Russell Melmed to be interviewed – was interviewed

6. Approve Minutes of the February 20, 2019 Joint Board of Selectmen and Board of Finance Meeting

R Coyle moved to approve the minutes of the February 20, 2019 Joint Board of Selectmen and Board of Finance meeting, seconded by S Soby. Unanimously approved, with one abstention by D Mizla. MOTION CARRIED

7. Discussion and Possible Action on Munis Financial Software Contract Renewal

S Soby moved to approve the amendment to the contract with Tyler Technologies – Munis Division for an additional three-year term through June 30, 2022 for a total fee of \$232,443 and authorize the First Selectman to sign all necessary documents related to the amendment to the agreement, seconded by R Coyle. Unanimously approved. MOTION CARRIED

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8. Discussion and Possible Action on Lawrence Green 3 Lot Subdivision #96-273 Bond Release

S Soby moved that the Town of Colchester release the balance of TD Bank Passbook Savings Account #030555143 plus

all accrued interest to the Estate of Lawrence Green in care of Attorney Peter Alter as recommended by the Town Engineer, seconded by D Mizla. Unanimously approved. MOTION CARRIED

9. Discussion and Possible Action on RFP 2019-01 Town Hall Roof Repair

J Paggioli stated the repair is to address portions of the roof that currently have leaks. The portion of the roof is the top center that has had difficulty over the last few years. Six bidders received. This is a bonded project and is well within the selected bidders limit. (contract attached)

R Coyle moved that the RFP 2019-01 Town Hall Roof Repair be awarded to Scholar Painting, LLC for the Base Bid of \$15,320.00 with a total amount not to exceed \$31,507.50, and hereby authorize the First Selectman, enter into a contract with Scholar Painting, LLC and to sign and deliver said agreement and any necessary documents required, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

10. Discussion and Possible Action on Open Colchester

A Shilosky stated that at the last meeting they were waiting for items to be complete. All work has since been done and vetted through January 2019. He recommends that they move forward.

S Soby moved that based on the report of the First Selectman that Open Colchester go live to the public, seconded by D Mizla. Unanimously approved. MOTION CARRIED

11. Discussion and Possible Action on Charter Revision

S Soby moved to establish a bi-partisan dual Board subcommittee to develop the joint Board of Finance, Board of Selectmen policy to specify the process for preparing the town budget this year, as recommended by town counsel, seconded by R Coyle. Unanimously approved. MOTION CARRIED

S Soby and R Coyle will serve for the BOS. A Shilosky stated that they need to establish guidelines. This will be fast tracked to be done before they get into the meat of the budget. R Coyle stated that this will solve an immediate issue, then will decide later for the long term fix for the Charter.

12. Citizen's Comments

D Bouchard asked for confirmation that the transparency software is called Open Colchester and not Open Gov as she thought the name Open Colchester was for a calendar on the website. The Board confirmed Open Colchester is the name of the transparency software being launched on the website soon. D Bouchard thanked the Board for moving forward with a resolution to the Charter issue. Also stated concern with student safety on the sidewalks on the corner of Chestnut Hill Rd and Norwich Ave by the high school. Also stated the sidewalks are an issue from Country Place to the center of town. E Evans stated there is an Eagle Scout candidate, his son, doing sidewalk clearance for no cost for those in need. Also stated that if an attorney is not part of the review of the Charter before referendum, that he recommends in the future that it be part of the attorneys state of duty.

13. First Selectman's Report

A Shilosky stated at the last Park & Recreation Commission meeting they discussed the current contract with a software vendor. He had J Ford review the contract to give his opinion. J Ford stated that it does not look to be a legal contract since the contract was signed by the previous Recreation Director, and not the First Selectman. Only the First Selectman is authorized to sign contracts. R Coyle suggested checking the BOS minutes to see if the contract was voted on in 2012. Then contact the attorney to resolve the issue. An organization approached the Senior Center to do a presentation on medical marijuana. A Shilosky would like the organization to do a presentation on the program to the Board first. S Soby suggested the Board get a copy of the organizations literature to review first before making a decision. A Shilosky met with Officer Owens, the candidate for the School Resource Officer. He is requesting to do an MOA from the Union to request that the police vehicle be taken home by Officer Owens so that she can go directly from home to the school vs going to the police station first to switch vehicles. The Board concurred. New Construction on 149 and 16 will be a combined Dunkin Donuts, gas station and convenience store. Construction abutting Starbucks will be a multi-purpose commercial building. The fuel cell natural gas proposal is still in the works, and would benefit the town as well as be a revenue source.

14. Liaison Reports

R Coyle reported on the Building Committee – finalizing and dealing with any remaining issues. Fields and paving will be done in the spring. Presentation by students on a butterfly garden.

Chatham Health – interviewed four candidates for a new director. Next Tuesday the full board will chose from the selection to move forward.

S Soby reported on Planning & Zoning – P&Z staff have been working on sign regulations for about two years now. Last night they passed the new regulations after significant input from the business community and the CBA, which was reflected in the new regulations. New regulations go into effect October 1, 2019 which will give staff time to do necessary education so that people can understand what is required and be in compliance going forward.

D Mizla reported on the Park & Recreation Commission – three vacancies. Raffle moving forward, goal is to sell 800 tickets at \$50 each. The town website is up and running. There is a subscribe option that people can choose to get agendas sent via email when they are uploaded to the site.

Youth & Social Services – 4/28 Kids wellness and mental health fair at Town Hall. The survey given to students in 6-12 grade results were presented by SERAC. Ultimately they want to bring onboard BOS, BOE, BOF and the community to read the results and get feedback and recommendations on what the town can do.

15. Adjourn

R Coyle moved to adjourn at 7:45 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Attachment: RFP 2019-01 Town Hall Roof Repair
N Negron correspondence

Respectfully submitted,



Tricia Dean, Clerk

March 15, 2019

RECEIVED
2019 MAR 18 AM 10:02

To : The Historic District Commission

From: Nancy J. Anderson

As of today, Nancy J. Anderson is sending in her resignation for being a board member of the Historic District Commission for health reasons.

Regards,



Nancy J. Anderson

127 Berry Lane
Colchester, Ct 06415



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: March 4, 2019

BOARDS & COMMISSIONS APPLICATION

Name: Denise M. Turner

Address: 180 Halls Hill RD Colchester, CT. 06415

Home Phone: 860-537-5917 Email dturner@snet.net FAX: 860-537-5917

Cell Phone: 860-608-7717 Town Residency 30 then 8 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Board of Selectmen

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Bacon Academy Highschool, Colchester, CT, Graduated 1975

College: Northshore Community College, Danvers, MA, studied Human Services

Eastern CT State College, Willimantic, CT, Attended 2(+) yrs, General Studies

Trade, Business

Or Correspondence

School

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

I have been working in the field of eldercare for the last 13 years. Currently at Harrington Court, 59 Harrington Court, Colchester, CT 06415, as a recreation assistant since 9/2017. Prior to that I ran an in-home companionship agency called Seniors Helping Seniors located in Colchester, CT., as office manager. I held this position from 2012 to 2016 when the company was sold. Prior to working in eldercare, My career was in the health insurance industry.

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I come from a family that believes in service to community. I am quite interested in serving time on Colchester's governing board.

Do you have any experience or familiarity with this area? I have been serving on the Colchester Board of Assessment Appeals since 2013, and have been chair of the board since 2015.

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? To be determined.

Date: March 4, 2019

Signature: 



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 3/30/19

BOARDS & COMMISSIONS APPLICATION

Name: Sean Nadeau

Address: 278 Usher Swamp Road Colchester, CT. 06415

Home Phone: 860-808-4006 Email nadeaus@gmail.com FAX: N/A

Cell Phone: 860-808-4006 Town Residency 6 months Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Board of Selectmen

Educational Background: List name and location of school, # of years attended, Subjects/Major, Did you graduate?

High School: Farmington High School, Farmington, CT., 4 Years - Graduated Class of 2000

College: Franklin Pierce University, Rindge, NH., Bachelor of Science in Advertising & Communications
4 Years - Graduated Class of 2004 - Magna Cum Laude

Trade, Business
Or Correspondence
School _____

CONTINUED ON REVERSE SIDE

Work Experience: List length of employment, name and address of employer, position & reason for leaving:

Recreation & Camp Director, Winding Trails, Inc., Farmington, CT. - 6 Years - Left to try something new

Retail Marketing & Public Relations Manager, ACE Hardware Corp., Glastonbury, CT. - 7.5 Years - Left to try something new

Marketing & Membership Manager, Connecticut Science Center, Hartford, CT., Present (4 Years)

Are you capable of making the commitment of time necessary to serve on this Board or Commission? Yes

Why are you interested in serving? I would like to become more involved in our town. I also like to show my children the importance of giving-back to your community and being an active member of society. My wife and I specifically selected Colchester to build our new home because we immediately fell in love with the town and it's charm. Colchester is one of the fastest growing towns in Connecticut, and I want to help contribute to that growth making Colchester a great place for everyone to live, work, and retire.

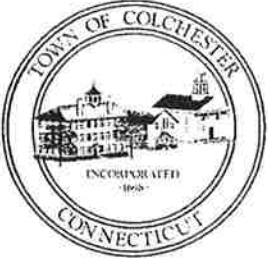
Do you have any experience or familiarity with this area? While I have never served on a town board, I have served on and been actively involved with numerous other volunteer boards and committees including: Marketing the Region Committee (part of MetroHartford Alliance), Hartford Young Professionals & Entrepreneurs (HYPE), Association of Science - Technology Centers (ASTC), Connecticut River Valley Chamber of Commerce, and MetroHartford Alliance

If you are not appointed to this board or commission, would you be interested in other forms of public service?

Which ones? Park & Recreation Commission, Board of Education, Planning & Zoning Commission, Youth Services Advisory Board

Date: 3/30/19

Signature: 



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen
Emergency Meeting Minutes
Monday, March 11, 2019 at 4:20 PM
Colchester Town Hall**

Members Present: First Selectman Art Shilosky, and Selectman Stan Soby, Selectman Rosemary Coyle (via conference call)

Members Absent: Selectman Denise Mizla

1. Call to Order

A Shilosky called the meeting to order at 4:20 pm

2. Discussion and Possible Action on Cott Systems Town Server Migration Contract

S Soby moved to authorize the First Selectman to sign the contract with Cott Systems for the town server migration with a startup fee of \$125 and an hourly fee of \$180, seconded by R Coyle. Unanimously approved. MOTION CARRIED.

3. Adjournment

R Coyle moved to adjourn at 4:25 pm, seconded by S Soby. Unanimously approved. MOTION CARRIED.

Attachment: Cott Systems contract

Respectfully submitted,

Tricia Dean

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TOWN OF COLCHESTER
2019 MAR 12 AM 9:07

Strong Families, Healthy Children

*An update on Colchester's
Early Childhood Initiative*



A community partnership working to improve the lives of
Colchester's youngest citizens and their families.



Who Do We Serve?

Families with Children Birth to age 8
(including pregnant women)

- Birth Rate of 127 projected for 2018
(NESDEC 11/29/2016)
- Children 0-5 years ~ 640
- Children in grades K- 3 (~600)
- **Total population
~ 1,240 children**



Outcomes We Seek:

- Pregnant women and young children are healthy.
- Our community, families, and schools will work together to ensure student success.
- All relationships within our community will be physically, intellectually, and emotionally safe for children and adults.



Why Do the Work?

Children are more likely to
thrive when their families
have the support they need.





How Do We Do It?

Strengthening Families framework:

- to increase family strengths,
- enhance child development, and
- reduce the likelihood of child abuse and neglect.
- Work to engage families, programs, and communities in building the five protective factors.



Five Protective Factors

- Parental resilience
- Social connections
- Knowledge of parenting and child development
- Concrete support in times of need
- Social and emotional competence of children



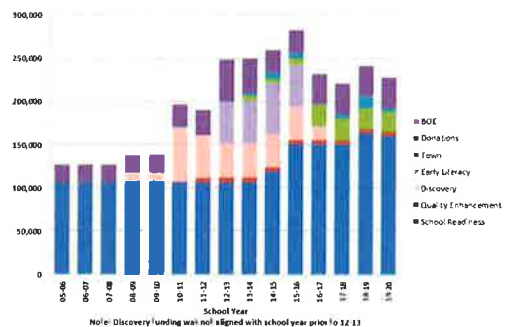
What We Are Doing

- **Two Main Areas of Work:**
 - **Collaboration**
 - **Programming**



Financial Picture

Includes Projected Funding for 2019-2020





What Do Families Say?

Great seminar last night! Really learned a lot...

Thank You for all your help last year. We were new to Colchester and you helped me so much, you have no idea.

I love C3! ☐

C3 is awesome ! Thank you :)

C3 is an amazing program, I have learned so much by the programs you provide. Thank you!!!

We need opportunities to receive support as parents.

MORE PROGRAMMING!



**Collaborative for
Colchester's Children**

RENTON, HARRIS & SUECKISBERG LLP

Questions or comments?

For more information, please contact
Cindy Praisner, Early Childhood Coordinator
860.537.0717

cpraisner@colchesterct.org


www.colchesterct.org

Collaborative for Colchester's Children Annual Operating Budget 2018-19

Updated 3.7.19

EXPENSES	Budget	Revised	Expended	Remaining	% Spent
Staff/Payroll	60,257		38,249.32	22,008	63
Early Childhood Coordinator	37,995		24,178.56	13,816	64
Assistant to Coordinator	22,262		14,070.76	8,191	63
Contracted Services	2,038	1,888.00	1,388.17	500	74
SR Monitoring/Coaching	750	1,000.00	500.00	500	50
SR CTDOTS Subscription	400	0.00	0.00	0	0
SR ESGI Subscription	700	700.00	700.00	0	100
GoDaddy Domain Fee	20		20.17	0	101
Wix Website Subscription	168		168.00	0	100
Professional Development/Training	2,031	2,181.00	866.01	1,315	40
SR Pre-K Quality Enhancement PD	700		400.00	300	57
SR Compensation for CECP Para Attendance at PD	420		55.68	364	13
SR Compensation for CASTLE Attendance at PD	225		0.00	225	0
SR CLASS Recertification for Monitor/Coordinator	125		125.00	0	100
SR Pre-K PD Materials	561	387.00	0.00	387	0
SR CECP CPR Training for Paras		324.00	285.33	39	88
SR Tuition for Preschool	156,000		106,150.00	49,850	68
Paid to CASTLE	66,000		43,150.00	22,850	65
Paid to CECP	90,000		63,000.00	27,000	70
Programs/Strategies	14,600	17,600	5,452.50	9,148	37
Play and Learn Groups	6,200		2,300.00	3,900	37
Conscious Discipline Workshops	600		0.00	600	0
Childcare including PEP, COS, workshops	2,350		1,620.00	730	69
Parent Leadership Training (PEP)	2,000		0.00	2,000	0
Parent Leadership Training (PEP) #2		3,000.00	0.00	3,000	0
Circle of Security and Refresher	2,200		1,432.50	768	65
Wise Mind Living	1,050		0.00	1,050	0
Memberships	100		100.00	0	100
Preschooler Expo	100		0.00	100	0
Travel	200		146.61	53	73
Supplies and Equipment	500		546.09	-46	109
10 Year Celebration Activities	3,000		2,997.96	2	100
TOTAL	241,626		155,797	82,827	64
INCOME SOURCES	241,626				
Local Town and School Funding	60,000				
School Readiness Grant	167,681				
Colchester Lions Grant	750				
Dime Bank Foundation	1,945				
Other individual donations/fundraisers	4,955				
Carry-over hours for Dawn	295				
Ron Goldstein Donation for 10 year Celebrations	3,000				
Liberty Bank Foundation	3,000				

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 3/29/19
Re: Award and Authorization – Replacement Well 3A – Well Drilling portion.

Well 3A Well drilling portion of project. Previous Sewer and Water Commission meetings detailed Replacement Well 3A project that replaces the 63 year old Well 3 of the Water System. Water system production Well drilling and servicing has been a specialized field with the SB Church Company being the only regional contractor remaining for the Connecticut area. SB Church has been servicing the Colchester Water system since the 1950's and has developed an excellent working knowledge of the aquifer that serves as the source of the Cabin Road/Taintor Hill well fields.

The entire project is originally estimated to be in the \$385,000 range for well construction, building, piping, machinery/programming. The estimate for the well portion was \$185,000. Mr. Paggioli recommended that the Single Core well design be accepted and that the Sewer and Water Commission recommend to the Board of Selectmen that the well drilling portion of the project be awarded to the S.B. Church Company for the Single Core Well Drilling as detailed in the February 14, 2019 quote, and that the First selectmen be authorized to sign any documents required.

During the February 21, 2019 Special Meeting a motion was made by R. Peter, seconded by M. Hayes; That the Sewer and Water Commission recommend to the Board of Selectmen that the well drilling portion of the project be awarded to the S.B. Church Company for the Single Core Well Drilling as detailed in the February 14, 2019 quote for a price of \$175,000, and that the First Selectmen be authorized to sign any documents required. Motion passed 5-0.

Proposed Motion: That the Board of Selectmen awards the well drilling portion of the replacement Well 3A project to the S.B. Church Company for the Single Core Well Drilling as detailed in the February 14, 2019 quote for a price of \$175,000, and that the First Selectmen be authorized to sign any documents required.

- 1) Service Work: Mark outs, Samples –Dist. And Source Finals. Profiles, Service Calls, Quarterly Readings conducted 12/3, respond to customers complaint issues, Elevated sodium and testing.
- 2) New Developments – None.
- 3) Water Hauling – Halted with Voluntary Conservation Notice –Still in effect.
- 4) Cross Connection Surveys- 3 letters to be sent for failure to correct. Inishmoor, Colchester Wine and Spirits, Tractor Supply
- 5) Main breaks: 2, Norwich Avenue, Linwood Avenue – cold.
- 6) Plant control issues.
- 7) Additional distribution Testing for Sodium.
- 8) Service calls general.
- 9) Determine and arrange new Lead and Copper test locations throughout distribution system.
- 10) Filtration Vessel #1, Leak and Failed Weld. Coordinate with Weston and Sampson (Plant Design Engineer) for resolution and responsible party. (i.e. Manufacturing Defect). Checked Vessel #2 additionally,. Removed media from vessel #1 and detailed photos taken and sent to Weston and Sampson. Weston and Sampson quantifying proposal. See below.

B. Water Projects Status –

- 1) See individual items below.
- 2) Detailed Review of apartment development on Lebanon Avenue and service main sizing calculations. Site approved by P&Z.

7. Sewer Activities

A. Joint Facilities Report – February 19 was cancelled. Budget documents have been prepared for sewer portion of Joint Facilities Budget.

B. Sewer Activities Report – During the reconstruction of Old Hartford Road, an oversized manhole was discovered that had been buried over which contained an air release valve that has significant rusting issues. The manhole riser will be installed prior to final paving, however the air release valve will likely need to be replaced in the near future. Update: Manhole arrived after paving, awaiting delivery of Air Release valve to finish work. Update: Work to commence in spring 2019

C. Sewer Projects Status – See Below.

8. Old Business

- A) RFP 2015-16 Engineering Services Well 3A Project –** Background. Well location adjustment required due to obstruction at 38 feet below surface. 20 feet away depth to 68 feet occurred. Sister well (2 feet away) indicated delay in recharge rate. Due to proximity of pump well, it was determined to place new sister well 14 feet away in order to obtain a more diverse indication of the local area recharge rate. Pump tests conducted on revised location and secondary location closer to existing Well 3 building. Awaiting calculations and design contract to be delivered to us for First Selectman signature (Done and delivered). Meeting held with Weston and Sampson and S.B Church to review design. Proposed well design to be a 48”-54” outside casing with a 24” withdrawal casing. Screen location to be 7 to 9 feet in length at the 40 to 49 foot depth. Instead of gravel pack, the annual fill is proposed to utilize SiLi Beads gradation. The beads have been utilized successfully in other states and are less subject to iron clogging that is problematic with gravel packed wells, therefor the well will require redevelopment less. They were instructed to

prepare the final design plans for submission to DPH. Conservative calculation anticipates a withdrawal rate of 350 gpm which would be sufficient to maximize the permitted diversion totals for the well field. Weston Sampson meeting with DPH for approval postponed due to DPH rescheduling. Conducted. SiLi Beads has been approved for well media. Location adjustment paper work submitted. Final Design documents being prepared, expect contract specification documents in 30-45 days. Meet with consultant for initial review of the specification documents. 7/2/18. September 6, 2018. Finally receive Amended Well Site Approval Certification from DPH. (see attached). Meeting with Weston and Sampson and Church set for 9/13/18 to determine start of well drilling and final plan delivery. Update, Church is concerned with cost associated with the larger exterior casing drilling cost and has forwarded an alternative to Weston and Sampson. I have directed that Weston and Sampson obtain and forward directly to me the costs for both proposals and the relative performance differences. It is anticipated that a reduction in yield would be approximately 5%. Construction Documents received and staff review occurred and returned to Engineer for revision. **Update:** Proposals received for both well designs. Anticipated withdrawals for each are equivalent 300 to 500 gpm. Both designs screen length is 18 feet in order to maximize the aquifer withdrawal. SiLi Beads is used in both as the annular fill media. The Oversized double core (48"x 24") cost is \$400,000. Single Core (24"x18") cost is \$175,000. The entire project was originally estimated to be in the \$385,000 range for well construction, building, piping, machinery/programing. The estimate for the well portion was \$185,000. Mr. Paggioli recommended that the Single Core well design be accepted and that the Sewer and Water Commission recommend to the Board of Selectmen that the well drilling portion of the project be awarded to the S.B. Church Company for the Single Core Well Drilling as detailed in the February 14, 2019 quote, and that the First selectmen be authorized to sign any documents required.

A motion was made by R. Peter, seconded by M. Hayes; That the Sewer and Water Commission recommend to the Board of Selectmen that the well drilling portion of the project be awarded to the S.B. Church Company for the Single Core Well Drilling as detailed in the February 14, 2019 quote for a price of \$175,000, and that the First Selectmen be authorized to sign any documents required. Motion passed 5-0.

Estimated start time to drill – 6 weeks.

For the remaining portion of the project (Building/piping/pumps/connection to SCADA system) there are multiple general contractors that can perform the work required. This portion of the work will be put out to bid within the next 30 days.

- B) Prospect Hill Pump Station** – Replacement of check valve. Check valve material arrived at Joint Facilities. Awaiting low rainfall timing for installation. During January, a pump shaft broke during operation of the station. A replacement pump was installed and operational within 48 hours. A second replacement pump was ordered and delivered and is on hand at the station. It was determined that the cause of the break was not due to “a flushable wipe” clog. No evidence of large particulate material was found within the volute.

SB CHURCH

49 Great Hill Road, Oxford, CT 06478
Tel: 203.898.2132

February 14, 2019

Colchester Water Department
127 Norwich Ave
Colchester, CT 06415

Re: Well 3A - Well Drilling Quote – 24 x 18" Single Gravel Packed Well

Attn: Mr. James Pagioli:

Below is our pricing for the drilling, construction, development and testing of a new 24" x 18" diameter, 60' deep single gravel packed well to serve as a replacement for the existing Well 3.

Scope of Services

- Prepare and submit paperwork with the local Board of Health for the Drilling Permit.
- Contact DIG SAFE to obtain clearance for excavation activities prior to mobilization of equipment.
- Mobilize men & equipment to/from Colchester, CT.
- Set up and advance multiple well casings to a final depth of 60' collecting formation samples for analysis.
- Complete sieve analysis on samples and prepare Gravel Pack & Screen Slot Size Recommendations.
- Order, take delivery of, inspect and deliver to the site well construction materials including the following:
 - 18" permanent well casing
 - 18" pipe size x 18' long wire wrap well screen
 - SillBead filter material for gravel pack
 - Neat cement for well seal
- Construct well and expose screen/gravel pack to the aquifer materials.
- Develop the well for up to 80-hours by a combination of surge & pump development and rawhide pumping to stabilize gravel pack and formation materials and maximize flow rate.
- Install, maintain and remove test pumping equipment including pump, discharge line and orifice pipe.
 - Ideally, we'd look to tie into the existing Well 3 electrical controls to power our test pump.
- Conduct a 72-hour Constant Rate Pumping Test collecting water level and flow rate measurements throughout.
 - Anticipated flow rate for pumping test is between 300 and 500 gpm.
 - Prior to shutdown assist with the collection of water samples for analysis as needed.
- Collect up to 24-hours of Recovery Readings upon shut down of the testing procedures.
- Extend permanent 18" casing as needed to a minimum level of 3' above grade.
- Provide all records from field work including Sieve Analysis Report, Well Completion Diagram, State Well Completion Report and Pumping Test Data Sheets.


Fee

The budget cost for the drilling, construction, development and testing of the proposed 24" x 18" x 60' deep single gravel packed well is \$175,000.00. This pricing includes all labor, equipment and materials required to complete the Scope of Services as described above. Payment of Connecticut prevailing wage rates are included. Taxes are not included.

Responsibilities of Owner

- Assist as needed with the preparation of document for all State and local permits.
- Identify and stake proposed drilling location prior to mobilization of equipment.
- Provide and maintain site access for our truck mounted drill rig and support equipment.
- Provide access to a source of potable water for use during drilling and well construction procedures.
- Provide access to on site electric power via a fused disconnect for use during the pumping test
- All costs associated with the collection and analysis of water samples.

Town of Colchester Interoffice Memorandum

To: Art Shilosky, First Selectman
From: James Paggioli, L.S., Director of Public Works 
CC:
Date: 3/29/19
Re: Award and Authorization – Water System Filtration Vessel #1 and #2 Repair

Filtration Vessels 1 & 2 Weld Failure – Previous Sewer and Water Commission meetings detailed the failure of the welds that secure the elevated media support plate of Filter Vessels #1 and #2. These were new vessels installed during the 2009 filtration plant upgrade and the existing 3 vessels (#3,#4) having been converted to a concrete floor style base and piping and media being supported by the base of each vessel. The repair solution to eliminate the potential failure of future welds of vessels #1 and #2 is to convert them to a concrete base system similar to the remaining. This option was discussed and designed by the original designer of the filtration plant (Weston and Sampson) and an independent vessel construction firm (Water Service Professionals) in order to have an independent design view from the original vessel provider (Layne Construction). As such a repair proposal was submitted dated 2/26/19 by Weston and Sampson and 3/5/19 by Water Service Professionals. See attached proposals for proposed repair, scope and price. The cost falls within the range of expected expenditure. Additionally, there is a 50% reduction in the normal cost of Filter Media within the quote. Mr. Paggioli recommended that the Commission approve the repair quotes and recommend the Board of Selectmen for signature authorization. The repair as significantly time sensitive to be completed prior to the summer demand season such that the Water System can meet the demand requirements of the customers. A motion was made by R. Silberman, seconded by K. Fagnoli; That the Sewer and Water Commission recommend to the Board of Selectmen that the repair of Filtration Vessels #1 & #2 be awarded to Weston and Sampson as detailed in quote dated February 26, 2019 for a cost of \$39,500 and to Water Service Professionals as detailed in quote dated March 5, 2019 for \$25,500; and that the First Selectmen be authorized to sign any documents required. Motion passed 5-0.

Proposed Motion: That the Board of Selectmen award that the repair of Filtration Vessels #1 & #2 to Weston and Sampson as detailed in quote dated February 26, 2019 for a cost of \$39,500 and to Water Service Professionals as detailed in quote dated March 5, 2019 for \$25,500; and that the First Selectmen be authorized to sign any documents required.



was determined that the cause of the break was not due to “a flushable wipe” clog. No evidence of large particulate material was found within the volute.

C) Water Rate Structure discussion. – Dependent upon the discussions regarding rate structure and anticipated Capital projects that are required for the Water system, the need to fund these projects which are on the fixed assets of the system, should be done on the base rate side each account. Discussion was held regarding that this was more suitable for a Base Rate increase since all users of the system benefit from the successful completion of these Capital Projects regardless of water consumption. Additionally the average monthly “fixed charge” for other utilities (electric, cable, phone, internet, along with other water systems) generally range from \$10.00 to \$ 36.00 per month. An increase of the system’s base rate for water by \$10.00 per quarter, would bring the base rate to \$24.00 per quarter (\$23.00 + \$1.00 State DPH Fee) and equates to an \$8.00 per month fee which is still below other average utility base rate. Consensus was reached to develop the FY 19-20 Water budget with the proposed increased base rate structure. FY19-20 Budget will be presented at April Meeting.



D) Filtration Vessels 1 & 2 Weld Failure – Previous Sewer and water Commission meetings detailed the failure of the welds that secure the elevated media support plate of Filter Vessels #1 and #2. These were new vessels installed during the 2009 filtration plant upgrade and the existing 3 vessels (#3,#4) having been converted to a concrete floor style base and piping and media being supported by the base of each vessel. The repair solution to eliminate the potential failure of future welds of vessels #1 and #2 is to convert them to a concrete base system similar to the remaining. This option was discussed and designed by the original designer of the filtration plant (Weston and Sampson) and an independent vessel construction firm (Water Service Professionals) in order to have an independent design view from the original vessel provider (Layne Construction). As such a repair proposal was submitted dated 2/26/19 by Weston and Sampson and 3/5/19 by Water Service Professionals. See attached proposals for proposed repair, scope and price. The cost falls within the range of expected expenditure. Additionally, there is a 50% reduction in the normal cost of Filter Media within the quote. Mr. Paggioli recommended that the Commission approve the repair quotes and recommend the Borad of Selectmen for signature authorization. The repair as significantly time sensitive to be completed prior to the summer demand season such that the Water System can meet the demand requirements of the customers. A motion was made by R. Silberman, seconded by K. Fagnoli; That the Sewer and Water Commission recommend to the Board of Selectmen that the repair of Filtration Vessels #1 & #2 be awarded to the Weston and Sampson as detailed in quote dated February 26, 2019 for a cost of \$39,500 and to Water Service Professionals as detailed in quote dated March 5, 2019 for \$25,500; and that the First Selectmen be authorized to sign any documents required. Motion passed 5-0.

9. New Business – None.

February 26, 2019

Mr. Guthrie Dinda
Jewett City Water Company
P.O. Box 1088
Enfield, CT 06083-1088

Improvement to Water tanks System.

Dear Mr. Dinda

Weston & Sampson CMR, Inc. (W&S CMR) is pleased to present this proposal to perform improvements to TWO (2) filter units at the Colchester WTP.

Scope of Services -

1. Remove and store existing strainer units for re-use if permitted depending on condition;
2. Remove existing filter floor plate by cutting metal floor;
3. Repair / recoat areas of damaged coating within the vessels;
4. Fabrication and installation of new header assemblies for each vessel;
5. Installation of new concrete header encasement within each vessel;
6. Repair/weld pin hole on one of the vessels
7. One (1) day onsite for media removal and storage from one (1) 8' diameter vertical pressure filter Installation (Water Services Professionals)
8. Two (2) days onsite for media installation into two (2) 8' diameter vertical pressure filters. Media by others (Water Service Professionals)
9. Assistance during startup and testing.

NOTE:

- Lead time to receive parts is 7-10 days.

Schedule -

We will initiate work under this Agreement following formal acceptance by the (Owner).
All work will be performed in accordance with

Fee -

The estimated costs for the above Scope of Services is a lump sum of \$39,500.00

Work will be invoiced on a Monthly basis as accrued. The Owner agrees to make payment to W&S CMR within thirty (30) days of the invoice date.

Services will be provided as described herein and in accordance with the attached General Terms and Conditions, which are a part of our Agreement with you.

If you agree with this proposal and wish to retain us to provide the proposed services, please sign and return one copy of this proposal to us as authorization to proceed with performance of the services, and please initial and date the enclosed Terms and Conditions.

We are pleased to submit this proposal and look forward to continuing our work with you and your staff. If you have any questions concerning this proposal, please contact me at (860) 513-1473 ext. 3015, or by e-mail at chicasl@wseinc.com

Sincerely,

Weston & Sampson CMR, Inc.



Luis Chicas
General Manager

Accepted By:

()

Printed Name and Title

Date

Memorandum of Understanding draft 3/13/2019

The Board of Selectmen and the Board of Finance agree, by majority vote of each Board, that the budget process for the Fiscal Year 2019-2020 shall be the same as that which occurred under the immediate past Town Charter.

This process is described on page 49, Town of Colchester 2018-2019 Adopted Budget document as follows:

“The First Selectman’s and Board of Education’s Proposed Budgets, and the Capital Improvement Plan are finalized and submitted for review by the Board of Finance. Budget meetings are held to examine the proposed budgets. The Board of Finance may adjust Town department budgets, and can adjust only the bottom line total of the Board of Education budget.”

This Memorandum of Understanding shall remain in effect until super ceded by revision of Section C-601.C. of the Town Charter.

Former Norton Paper Mill Tentative Schedule of Deliverables

Task	Estimated Deliverable Date
Finalize COI <ul style="list-style-type: none"> • Pending Revisions by Langan 	March 2019
Submit APS Request to CTDEEP	March 2019
Finalize PCB Performance Plan	March 2019
Finalize RAP	April 2019
Public Notice of Remediation <ul style="list-style-type: none"> • 30 Day Public Comment Period 	May 2019
Preparation of Bid Documents and Contractor Selection	May 2019
Site Remediation <ul style="list-style-type: none"> • TSCA and Non-TSCA PCB Soil Remediation • ETPH, VOC, PAH, and Metals Hot Spot Soil Excavation 	June and July 2019
Soil Characterization for Import or Reuse Onsite Sampling	June 2019
Site Grubbing and Grading	August 2019
Installation of 4-Foot Soil Cap	August and September 2019
Remedial Action Report	October 2019
ELUR <ul style="list-style-type: none"> • Typically 3 to 6 Month Turn-Around Time with State Approvals 	April through November 2019
Post Remediation Groundwater Monitoring Well Installation	November 2019
Post Remediation Groundwater Monitoring	November 2019
Town Park Opening	Spring 2020

Town of Colchester
Mr. Arthur P. Shilosky
Colchester Town Hall
127 Norwich Avenue
Colchester, CT 06415

Re: Small Cities Grant – Dublin Village Renovations & Upgrades

Dear Mr. Shilosky:

Please find enclosed material and records related to the Town's 2016 Small Cities Grant for Dublin Village Renovations & Upgrades.

This project is now complete and all funds have been disbursed or requested from DOH for disbursement.

As you know, our firm will be closing by February 28, 2019. A copy of the files accompanying this correspondence including a copy of the Application with the Fair Housing Action Plan will need to be retained by the Town until DOH staff reviews and monitors the grant project records.

Unfortunately DOH has not been able to fulfill their responsibility for close-out monitoring's on a timely basis.

We are aware of several projects completed more than a year ago that have not yet been reviewed by DOH staff.

It is our hope that the new Small Cities Program Director, who appears to be much more knowledgeable of the program and its requirements, will be able to correct this issue and get the Department back on track to meet its compliance requirements on a more timely basis.

The Town will need to continue to update its Fair Housing actions until the DOH monitoring takes place, including postings, Fair Housing distributions, Fair Housing resolutions, etc. as we have provided to you in the past.

Included in the material being provided to you at this time is a copy of the Town's 2016 Grant Application. You will need to review the Fair Housing Action Steps (FHAS) located as exhibit 6.1 of the application, and establish a separate and distinct file folder for each step which contains documentation as to how you have met or attempted to comply with the particular FHA Step selected. We have also included a file labeled "Civil Rights Laws" which you need to keep with your Fair Housing related files.

L. Wagner & Associates

51 LAKESIDE BOULEVARD EAST • WATERBURY, CT 06708 • (203) 573-1188 • FAX (203) 573-1373

We will prepare and provide to you a Final semi-Annual Report for the grant/project in early January which will need to be submitted to DOH.

The new DOH Small Cities Program Manual which is online at DOH's website contains the requirements for maintaining project records. You should review these requirements depending on the type of project you implemented and call DOH if you have any questions.

We have been fortunate to have been able to work with so many communities like the Town of Colchester and will miss the work we have done with you and the great staff we have dealt with.

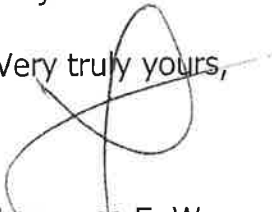
But after 50 years of doing this work and 40 years of having my own business, time does not stand still and it is time to move on.

It has been a pleasure to serve your community for so many years.

Attached is a listing of some of the projects we have had the privilege to assist the Town with.

Thank you for your cooperation and confidence and I wish you success with your future projects.

Very truly yours,



Laurence E. Wagner
LEW/lmw

Received by:

G:\Administrative Assistants\Larry\FILE LETTER TO TOWNS MERGE #2.docx

Back & Mubon

Software as a Service Agreement

This Software as a Service Agreement ("Agreement") is made effective as of 1/10/2012 (the "Effective Date") and entered into between The Active Network, Inc., 10182 Telesis Court, San Diego, CA 92121 ("TAN" or "we" or "us") and Colchester Park and Recreation ("you" or "your" or "Client"). The parties agree as follows:

1. **Services.** TAN will provide you access to its software as a solution product ("Software") as well as services and support ("Services") related to your events, camps, licenses, classes, tickets, facility/equipment use, transactions, sales, memberships, reservations, donations, and/or activities (together, "Events"). The features, services, options, and fees are described more fully in schedule(s) to this Agreement (each, a "Schedule"). The initial Schedule is attached hereto as Exhibit A. Each additional Schedule must be signed by both parties and will be governed by this Agreement. You agree to provide us with certain information relating to your organization as necessary for us to provide the Software and Services. Software provided under this Agreement is deemed delivered when made available to you.

2. **License to Intellectual Property/Promotion.** a) TAN retains all right, title, and interest in and to its Software and Services and any underlying software subject to the limited license provided by this Agreement.

b) TAN hereby grants to you a limited, non-exclusive, non-transferable license (i) to use the Software and Services solely in accordance with the Schedule and this Agreement, and (ii) to display, reproduce, distribute, and transmit in digital form TAN's name and logo solely for the purposes set forth in this Section 2. You hereby grant to TAN a limited license to use information provided by you relating to your organization, which may include your organization's name, trademarks, service marks, and logo, in connection with the promotion of your organization or Events.

c) You will make reasonable efforts to promote and encourage the use and availability of the Software in connection with the promotion of your Events for which you are using the Software and Services. You will include TAN's name and logo in newsletters, printed registration forms or mailings provided by you to prospective participants (e.g., by inserting the following statement in any online or print media related to your Event: "Online Registration Powered by Active.com"). TAN will be the sole and exclusive provider of registration services similar to the Software and Services provided to Client hereunder for each Event for which you are using TAN's Software and Services during the term of this Agreement.

d) You agree to receive notifications regarding free product, promotional items, and giveaways at your Event(s) or facility(ies), but you may opt not to receive the items from TAN. Registrants of your Events may opt-in to receive information, items, or promotions/deals from TAN; we will be responsible for providing customer service for any such offers.

e) Each party agrees to comply with all applicable laws, rules, and regulations relating to such party's obligations hereunder.

3. **Information Collection.** TAN collects certain information from individuals as part of the registration process for your Events. You may login to our data management system to access this information. You are responsible for the security of your login information and for the use or misuse of such information by users authorized by you to use the Software and Services. You will immediately notify TAN in writing if any such users are no longer authorized. Both parties agree to use the collected information in compliance with (i) all applicable laws, rules and regulations, including, without limitation, those governing online privacy and use of credit card data (i.e. using credit card information only for purposes authorized by the cardholder); (ii) applicable Payment Card Industry Data Security Standards; and (iii) TAN's privacy policy as published on its website.

4. **Fees.** a) Client will pay the fees as more fully described in the applicable Schedule. For registration Software, unless otherwise set forth on the applicable Schedule, TAN will collect registration fees charged by you from individuals who register for your Events online, for the purposes of card association rules, as a merchant of record but not a seller of record. TAN will remit those sums to you, net of chargebacks and any other offsets, bi-weekly unless otherwise set forth in the applicable Schedule, less TAN's service fees as set forth in the applicable Schedule. TAN may suspend its performance hereunder, including remitting payments, in the event it reasonably believes that the Software or Services are being used for fraudulent or other suspect purposes. If you have agreed to a minimum volume commitment in a Schedule, TAN also has the right to charge fees owed to it by you if your organization does not meet the agreed volume commitments and may collect those fees by issuing an invoice or by offsetting the deficiency from any account balance you maintain with TAN. Any minimum volume commitment calculations will begin on the date that the Software is live for your Event(s). TAN may also reimburse itself for any chargebacks, returned items or overdue fees owed by you out of the registration fees it collects on your behalf by offsetting your account. If the Schedule indicates that you are paying on a subscription basis, you will be invoiced for the first year of subscription fees upon the first live operational use of the Software ("Go-Live Date"), with subsequent annual subscription fees being invoiced upon each anniversary of Go-Live Date. Payment of subscription fees are due within thirty (30) days of your receipt of an invoice. All fees and prices are in United States Dollars unless otherwise specified.

b) All fees that are not directly collected by TAN as part of registration fees will be due from you within thirty (30) days from the end of the remittance cycle during which the fees accrued. These fees are displayed on your account statement. Past due fees shall accrue interest at the annual rate of ten percent (10%) per annum. In the event of delay in paying a fee, you agree to reimburse TAN for any fees incurred in its collection efforts. TAN may suspend or deactivate your account if your account is more than thirty (30) days past due.

c) TAN reserves the right to modify the fees once per calendar year, provided that any increase will not exceed twelve and a half percent (12.5%). TAN shall notify Client at least thirty (30) days in advance of any such change. If we modify the fees, you can terminate this

Agreement at that time by providing written notice within thirty (30) days following the date the change is implemented.

d) As the seller of record, you will be solely responsible for, and will pay, any and all use, excise, sales or privilege taxes, duties, value added taxes, fees, assessments, or similar liabilities, chargeable by a governmental authority as a result of any Software or Service provided under this Agreement. Taxes on TAN's net income are excluded.

e) In the event you are entering into this Agreement and seeking the Services for the benefit of a third-party event or organization ("Third Party Beneficiary"), you agree that we may send registration fees collected by us directly to the Third Party Beneficiary.

5. **Disclaimer of Warranty/Limitation of Liability.** TAN EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE USE OF ITS SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE OR SERVICES WILL MEET YOUR REQUIREMENTS. SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS-IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TAN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR LOST PROFIT DAMAGES. TAN'S TOTAL AGGREGATE LIABILITY FOR ANY MATTER ARISING FROM OR RELATED TO THIS AGREEMENT IS LIMITED TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU AS CONSIDERATION FOR THE SOFTWARE AND SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

6. **Indemnification.** a) Each party (the "Indemnifying Party") shall defend, settle, and pay damages (including reasonable attorneys' fees) ("Damages") relating to any third party claim, demand, cause of action or proceedings (whether threatened, asserted, or filed) ("Claims") against the other party hereto (the "Indemnified Party") to the extent that such Claim is based upon: (i) the Indemnifying Party's violation of any applicable law, rule, or regulation; and/or (ii) provision, by the Indemnifying Party, of materials, products, or services as part of such party's obligations hereunder that infringe the intellectual property rights of any third party provided that such materials, products, or services are used in accordance with this Agreement.

b) You shall further defend, settle, and pay Damages relating to Claims to the extent based on (i) injury or death to a person or damage to property resulting from the participation in an Event operated by you in connection with the Software and/or Services; and/or (ii) brought by a Third Party Beneficiary that relate to or arise from your negligence, wrongdoing, or lack of authority to act on behalf of such third party. For the purposes of Sections 5 and 6, reference to TAN shall also include its suppliers and licensors.

7. **Term and Termination.** The term of this Agreement shall be for three (3) years from the Effective Date with automatic renewals for three (3) year terms thereafter, unless either party gives written notice to the other party to terminate this Agreement no less than twelve (12) months prior to the expiration of the then-current term. Either party may terminate this Agreement: (a) upon a material breach by the other party, if such breach is not cured within thirty (30) days following written notice to the breaching party; or (b) where the other party is subject to a filed bankruptcy petition or formal insolvency proceeding that is not dismissed within thirty (30) days.

8. **Miscellaneous.** a) Any notices required to be given under this Agreement shall be in writing sent to the address set forth below for Client or, in the case of TAN, to the address set forth above to the attention of General Counsel. Notices will be deemed received the next day if sent via overnight mail or courier with confirmation of receipt, or three (3) days after deposited in the mail sent certified or registered.

b) This Agreement is non-assignable without the written consent of the other party, except that TAN may assign without consent: (i) its rights to receive payments; or (ii) the Agreement to an affiliate or in connection with any sale of or any other transaction involving the transfer of more than fifty percent of its voting securities or assets. Any assignment in violation of this Agreement will be void.

c) This Agreement shall be governed by the laws of the State of California, without giving effect to the conflict of laws provisions thereof. Neither the United Nations Convention of Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act shall apply to this Agreement. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in San Diego County, California. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

d) This Agreement contains the entire understanding of the parties regarding the subject matter hereof and can only be modified or amended by a subsequent written agreement executed by both parties.

e) Sections 2, 3, 5, 7, and 8 of this Agreement and any fees owed by you shall survive any termination or expiration of this Agreement.

f) If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

g) No waiver of any provision of this Agreement or any attachment shall be effective unless it is in writing and signed by the party against which it is sought to be enforced.

h) Neither party will be deemed to be in default hereunder, or will be liable to the other, for failure to perform any of its obligations under this Agreement to the extent that such failure results from any event or circumstance beyond that party's reasonable control.

Software as a Service Agreement
SIGNATURE PAGE

By signing this Agreement, each party represents and warrants that it has the necessary and full right, power, authority, and capability to enter into this Agreement and to perform its obligations hereunder.

TAN

By: [Signature]
(Signature)

Print Name and Title

Date: _____

CLIENT

Cheryl Hanan
(Full Legal Name)

chanan@colchesterct.gov
E-Mail

By: [Signature]
(Signature)

Phone: 860-537-7295

Recreation Manager
Print Name and Title

127 Norwich Ave
Address
Colchester, CT 06415
City, State and Zip

Town of Colchester
Checks payable to

www.colchesterct.gov
Event URL (Web site)

Date: 1/24/12

Software as a Service Agreement

SCHEDULE 1

The Active Network
 10182 Telesis Court, 1st floor
 San Diego, CA, 92121, United States

Date: 01/10/2012
Expires: 03/31/2012

Customer:
COLCHESTER PARKS & RECREATION

Bill To:
Attn: Marc Tate
COLCHESTER PARKS & RECREATION
 127 Norwich Avenue
 COLCHESTER, CT 06415 US

Ship To:
Attn: Marc Tate
COLCHESTER PARKS & RECREATION
 127 Norwich Avenue
 COLCHESTER, CT 06415 United States

Account Manager: Jessica Walsh-Krenicki

Payment Terms: 30 NET

Line	Product	Units	Qty	Discount	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	ActiveNet - Activity Registration	Ea	1		\$0.00	\$0.00
2.0	ActiveNet - Facility Reservation	Ea	1		\$0.00	\$0.00
3.0	ActiveNet - Point of Sale	Ea	1		\$0.00	\$0.00
4.0	ActiveNet - Public Access	Ea	1		\$0.00	\$0.00
5.0	ActiveNet - Data Conversion	Ea	1		\$0.00	\$0.00
6.0	ActiveNet - Technical Professional Services - Data Conversion	Hr	8		\$200.00	\$1,600.00
7.0	ActiveNet - Standard Professional Services - General Setting	Hr	8		\$100.00	\$800.00
8.0	ActiveNet - Standard Professional Services - Activity Registration	Hr	16		\$100.00	\$1,600.00
9.0	ActiveNet - Standard Professional Services - Activity Registration - Enhanced Customer View	Hr	4		\$100.00	\$400.00
10.0	ActiveNet - Standard Professional Services - Facility Reservation	Hr	16		\$100.00	\$1,600.00
11.0	ActiveNet - Standard Professional Services - Facility Reservation - Resource Scheduler	Hr	4		\$100.00	\$400.00
12.0	ActiveNet - Standard Professional Services - Point of Sale	Hr	8		\$100.00	\$800.00
13.0	ActiveNet - Standard Professional Services - Public Access (Online)	Hr	16		\$100.00	\$1,600.00
14.0	ActiveNet - Standard Professional Services - Pre-Project Planning	Hr	7		\$100.00	\$700.00
15.0	ActiveNet - ACH Remittance- Every 1 week	Ea	1	-\$1,500	\$0.00	\$0.00
16.0	ActiveNet - Safari Migration Discount - 2 years Safari Maintenance	Ea	2	-\$5,400	(\$2,700.00)	(\$5,400.00)
17.0	ActiveNet - USB MagTek Credit Card Reader	Ea	1			\$61.00
Total(USD)						\$4,160.00

Software as a Service Agreement

General

- Customer shall pay TAN all fees for licensed software purchased hereunder upon delivery of the software.
- Delivery of licensed software shall be deemed to have occurred upon TAN's email transmission to customer's designee of an FTP link permitting download of the software from TAN's designated online site, or where delivered in the form of physical media, FOB Origin.
- The start date for support and maintenance for implementations performed by TAN will be the first day of implementation of the licensed software or 90 days following the delivery of the licensed software, whichever occurs first, and upon delivery of the licensed software for implementations performed by customer or a third party vendor.
- Sales taxes, where applicable, are not included and prices are in the currency of the country of installation (subject to change without notice).
- Hardware, operating system, 3rd party software and site preparation are not included unless otherwise noted.
- Quoted prices for onsite services do not include airfare. If onsite services are required, economy airfare will be assessed and invoiced separately. Onsite services are billed in minimum, 8 hour daily increments.
- The software and manuals are available for download.
- All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives.
- Customer must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN.

Ongoing Fees

Cash and check payments entered by Customer staff through the offline interface will be assessed a 1.5% Service Charge. Gift Cards, Scholarships, Credit on Account transactions are exempt from this Service Charge.

An additional ECP (electronic check payment) Service Charge of 3% will be applied to offline ECP payments. Refunds to ECP will be assessed a \$0.10 refund fee.

All other offline payments will be assessed a Service Charge of 3.75% and any refunds of such payments will be assessed a \$0.10 refund fee.

All offline Service Charges will be paid for by the Customer and will be deducted from remittance totals or invoiced as appropriate

As a part of a promotional offering each online registrant will pay the event registration fee charged by Customer and Customer will pay a Service Charge equal to 4.5% + \$1.00 for all transactions \$0-\$150, \$150-\$500 = 3.5% + \$5.50, and \$500+ = 2.5% + \$10.50 with a minimum Service Charge of \$2.00 until Dec 31, 2013. After the promotional offer, starting Jan 1, 2014 each online registrant will pay the event registration fee charged by Customer and Customer will pay a Service Charge equal to 6.5% + \$1.00 for all transactions \$0-\$150, \$150-\$500 = 3.5% + \$5.50, and \$500+ = 2.5% + \$10.50 with a minimum Service Charge of \$2.00. There are no advertising offers – Active Rewards or Active Readers - on the public access interface.

TAN may change the Service Charges at any time and Customer agree to such change unless Customer provides TAN with written objection to such change within 30 days from the date such change is first implemented. TAN will be responsible for collecting all registration fees charged by Customer and all Service Charges assessed by TAN. All registration fees, except Service Charges, are Customer's exclusive property. Any registration fees collected by TAN will be sent to Customer twice a month and Service Charges shall be retained by TAN.

TAN shall not be responsible for processing or making any refunds. TAN may reimburse itself for any chargebacks and associated fees out of registration fees collected by it. In the event such funds are not available, Customer agrees to reimburse TAN for any chargebacks or refunds.

Software as a Service Agreement

ANNUAL SUPPORT AND MAINTENANCE

The following supplies and services are included in Support and Maintenance:

- Unlimited technical support between 6:00am and 6:00pm Pacific Time, Monday through Friday via telephone (800.663.4991), email or web portal (<http://support.theactivenetwork.com>)
- Unlimited phone support for System Down issues on a **24 hours x 7 days a week** basis, provided that:
 - Site has remote access and Internet email capability for extended support hours
 - Support calls placed during extended support hours must be placed by an authorized contact person
 - Support calls during extended support hours are for 'system down' problems that result in a customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around. All other calls placed during extended support hours will be billed to the customer.
- Access to the Active Network's secure customer care web portal, discussion forums, knowledgebase and online training materials
- Regular documentation and communication
- **Support also includes, if such assistance can be provided in 15 minutes or less:**
 - Assistance troubleshooting Third Party products i.e. Crystal Reports, Citrix client
 - Assistance to isolate and/or troubleshoot difficulties resulting from sources other than Active Network products and services, such as:
 - General network/internet support i.e. network access, printing, internet access
 - PC hardware troubleshooting
 - PC setup, configuration and optimization
 - Network operating system configuration and functionality
 - Basic Microsoft Windows functionality (i.e. Windows Explorer or Internet Explorer)
 - Loss of supervisor or other password

ANNUAL SUPPORT AND MAINTENANCE FOR HOSTED CUSTOMERS

The following supplies and services are included in Support and Maintenance:

- Installation of new software releases
- Monitoring of connectivity and critical functionality at all times (24hr x 365 days/year) by highly skilled personnel using an extensive series of automated probes from multiple locations
- Response to site-down/critical issues within one hour, with reasonable efforts to advise your organization of the current status and expected resolution time
- Service agreements between The Active Network and critical vendors essential to the continuing successful operation of the hosted environment
- Scheduled maintenance to increase performance, fix defects or update applications, with reasonable efforts to notify your organization of scheduled maintenance times and potential impacts to service
- Urgent maintenance (done to correct network, hardware or software issues that are likely to cause significant service disruption and that require immediate action), which may temporarily degrade service or cause outages. The Active Network may undertake urgent maintenance at any time deemed necessary and shall provide status updates to your organization as soon as possible.

Software as a Service Agreement

SUPPORT ISSUE PRIORITIES AND TIMELINES

TICKET RESOLUTION TARGETS

- New support incidents are assigned one of the following levels, each with its respective standard ticket resolution target:

Call Priority Level	Description	Standard Completion Target
Priority 1	Fatal issues that result in the customer's inability to fulfill critical business functions (i.e. those pertaining to core functionality such as processing registrations, memberships, rentals) and that have no reasonable work-around	1 business Day
Priority 2	Serious issues significantly impacting use of the system but do not prevent core functions from being fulfilled	2 business day
Priority 3	All other issues, except those classified as D (Low); i.e. how-to questions, reporting/reconciliation issues	3 business days
Priority 4	Issues that are not time-sensitive or may be undertaken as customer service initiatives outside the scope of this Agreement	None
Guaranteed Uptime	For Hosted Customers	95% per year

SERVICES NOT INCLUDED

The following supplies and services are excluded from Support and Maintenance:

- Services which are required to remedy problems that stem from changes to or defects in system configuration upon which the software was originally installed
- Services which are required to remedy problems which do not stem from any defect in the software
- Services which are required to remedy problems caused by lack of training of the customer's personnel
- Improper treatment or use of the software
- Onsite or remote training services
- Full report customization service
- Database-specific services or assistance

RESTRICTIONS

The following actions will void the support and maintenance portion of the Active contract:

- The use of any other application that modifies data in the database, whether created by you or otherwise
- The use or creation of any other application that competes with or replaces a module that is offered by the Active Network to work with either the application or the application's database

Software as a Service Agreement

HOLIDAY HOURS (US AND CANADA)		
Holiday	Open with reduced staff	Closed
New Year's Day (January 1st)		✓
Martin Luther King Day (3rd Monday in January)	✓	
President's Day (3rd Monday in February)	✓	
Good Friday (Friday before Easter)	✓	
Victoria Day (3rd Monday in May)	✓	
Memorial Day (Last Monday in May)	✓	
Canada Day (July 1st)	✓	
Independence Day (July 4th)	✓	
Civic holiday (1st Monday in August)	✓	
Labor Day (1st Monday in September)		✓
Canadian Thanksgiving/Columbus Day (2nd Monday in October)	✓	
Remembrance Day/Veteran's Day (November 11th)	✓	
US Thanksgiving (4th Thursday in November)	✓	
Day after US Thanksgiving (4th Friday in November)	✓	
Christmas Day (Dec. 25th)		✓
Boxing Day (December 26th)	✓	
New Year's Eve (December 31 st)	✓	

The Active Network
 10182 Telesis Court, Suite 100
 San Diego, CA, 92121, United States

Pricing Form

Quote#: 26140 - 1
 Date: 05/11/2012
 Expires: 07/25/2012

Customer:
 Cheryl Hanchin
 Colchester Parks and Recreation
 COLCHESTER

Address:
 127 Norwich Avenue
 COLCHESTER, NEW LONDON
 CT 06415, CT
 United States

Bill To:
 Attn:Cheryl Hanchin
 Colchester Parks and Recreation
 127 Norwich Avenue
 COLCHESTER
 CT 06415 CT
 United States

Ship To:
 Attn:Cheryl Hanchin
 Colchester Parks and Recreation
 127 Norwich Avenue
 COLCHESTER
 CT 06415, CT
 United States

Sales Representative: Willett, Andrea M (Anda)

Payment Terms: 30 NET

Line	Product	Units	Qty	Unit Price Selling (USD)	Total Price Selling (USD)
1.0	72677	Ea	1	85.00	85.00
	ActiveNet - Microsoft LifeCam Cinema				
2.0	70160	Ea	1	223.00	223.00
	ActiveNet - APG \$4000 Cash Drawer, Serial Int - no printer needed				

Subtotal	Selling Price	308.00
Charges	Tax	0.00
	STATE (Rate 0%)	0.00
Total(USD)		308.00

Additional Information

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The software and manuals are available for download.

All hardware sales are final. Hardware is covered by standard manufacturer's warranty. Equipment that is defective upon arrival will be replaced. RMA process will apply for items after support has indicated there are no alternatives. Customer must notify TAN in writing of any defective hardware within 7 days of its receipt. Any notices received after 7 days concerning defective hardware will be null and void and will not be accepted for return or replacement by TAN.

Method of Payment

- Invoice m/c
- Credit Card
- Visa
- MasterCard
- American Express

Purchase Order Number: Put on envelope PO

Number: _____

Expiration Date: _____

I hereby agree to buy the above quote with the stated method.

Colchester Parks and Recreation

Signature



Name

Cheryl Hancock

Title

Recreation Manager

Effective Date

5/11/12

End of Quote

Consider the Following Health Department Educational Topics

Please check those that your town would most like to hear about.

Environmental Health

___ Vector borne diseases

 Ticks (Lyme, Anaplasmosis, Babesiosis)

 Mosquitoes (West Nile Virus, Zika, Eastern Equine Encephalitis)

 Mammals (rabies)

___ Everything Real Estate (septics, wells, water tests, softener backwash, lead, radon etc.)

___ Food inspections, staff training for establishments, FDA code, temporary events, cottage foods etc.)

___ Surface waters protection (bathing waters, blue green algae)

___ When is a well a public water supply well and under State DPH jurisdiction?

___ When is a septic system under Local jurisdiction, State DPH jurisdiction or State DEEP jurisdiction?

Community Health

___ Cardiovascular health, blood pressure

___ Chronic Disease management (diabetes, heart disease, blood pressure)

___ Chronic Pain management (may also speak to the opioid crisis)

___ Flu prevention (clinics)

___ Nutrition and Health

___ Skin Cancer prevention

___ Emergency Preparedness

___ Hoarding and behavioral health

Other - _____



SOLaware[™]

SUN SAFETY MADE EASY



soi.aware™ index

30
MINUTES

YOUR SKIN IS AT RISK, PROTECT IT NOW!

KNOW THE RISKS

SKIN CANCER • EYE DAMAGE
SUNBURN • SKIN AGING

Your Logo Here

Take sun-safety actions:

- A**pply
broad-spectrum SPF30+ Sunscreen.
- W**ear
UV Protective Clothing.
- A**void
direct sunlight between 11am-4pm.
- R**eapply
sunscreen every 2 hours.
- E**njoy
the outdoors with these actions!

Be **soi.aware** While

Scan: Visit: soiawaretech.com

Follow: [@SOIawareTech](https://www.facebook.com/soiawaretech)



SOI aware Index

30 MINUTES

YOUR SKIN IS AT RISK. PROTECT IT NOW!

KNOW THE RISKS

Apply
Use sunscreen (SPF 15 or higher)

Wear
Use protective clothing

Avoid
Avoid sunlight between 10 a.m. and 4 p.m.

Reapply
Reapply every 2 hours

Enjoy
You can have fun with your skin!

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The **SOLaware™ Display** is a modular sun safety education system that measures the local UV radiation level in real-time and **displays the average time until viewers can expect to experience skin damage**, if preventative actions are not taken immediately.

FEATURED ON:



SOLaware™
SUN SAFETY MADE EASY

Solaware Display

The 3-piece display is meant to (inform with the Informational UV Index, educate, with the sun safety actions on the board, and Protect with the sunscreen dispenser on the bottom.

- The display reads the local UV in real time and gives the SOLaware index – about how long it would take for visible skin damage (sunburn) if you don't take immediate sun safety precautions.
- The index ranges from 10 to 60 minutes, based on UV level and EPA guidelines
- The info board gives information on how to take sun safety precautions such as applying and reapplying sun screen.
- (Optional) dispenser to give a source of protection directly

Units have been placed in Branford, Guilford, Middletown and N. Haven

- Locations include beaches, lakes, pools, town greens, and playgrounds
- Sponsor logo on the board (HD, P&R, Town, or other)

Cost is \$250 per unit, per month – Memorial Day to Labor Day

- Includes installation and any maintenance
- Price break for 6+ units
- Sunscreen – each bag - \$75, about 2000 applications

Other info:

- Solar powered, Free standing base – no need to pour concrete
- Remote monitoring (checking UV and monitoring electrical system)
- Designed to withstand 90 mph winds – it's strong