



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Agenda

Regular Meeting

Thursday, August 20, 2020 @ 7:00 PM

Zoom Meeting

Please use the link below to join the webinar:

<https://us02web.zoom.us/j/88497069331?pwd=SXIxK2Q5VmR4cldXZFF6TTBmN0pVQT09>

Or Telephone:

US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833

or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 884 9706 9331

Passcode: 601484

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS AND/OR DELETIONS TO THE AGENDA
4. CITIZEN'S COMMENTS
5. CONSENT AGENDA
  - A. Approve Minutes of the July 16, 2020 Board of Selectmen Meeting
  - B. Tax Abatements
6. Boards and Commissions – Interviews and/or Possible Appointment and Resignations
  - A. Agriculture Commission Possible Appointment of Leslie Curtis from Alternate to Member with a term to expire on 11/30/2022
  - B. Agriculture Commission – Resignation – Christopher Bourque
  - C. Possible Appointment of Kevin Gustin to the Police Commission with a possible term to expire 1/2/2023
7. Special Recognitions
  - A. First Responders
  - B. Police Department Promotions
8. Discussion and Possible Action on Awarding the Colchester – Tax Incentive Program to NCT Friction Welding, Inc.
9. Discussion and Possible Action on the Renewal of “On-Call” Architectural Consulting Services with Brewster Architects, LLC

RECEIVED  
COLCHESTER, CT  
2020 AUG 14 PM 1:25  
Gayle Furman  
TOWN CLERK

10. Discussion and Possible Action on Budget Transfers to Close out Fiscal Year 2019-2020
11. Discussion and Possible Action on Offering One Hour Block Reservations During the Week at the RecPlex
12. Discussion and Possible Action for New Registration Software “RecDesk” for Parks and Recreation
13. Discussion and Possible Action to use Authorize.net for Credit Card Processing for RecDesk
14. Discussion and Possible Action on Participation in the Homeland Security Grant Program
15. Discussion and Possible Action on Awarding RFP 2020-06 Engineering Services to Environmental Partners Group, Inc. of Middletown
16. Discussion and Possible Action on Grant Application for the Department of Mental Health and Addiction Services Local Prevention Council Program
17. Discussion and Possible Action to Approve the 2020-2021 School Readiness Grant Application
18. Discussion and Possible Action on Corporal Job Descriptions
19. Executive Session – Contract Negotiations
20. 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
21. CITIZEN’S COMMENTS
22. FIRST SELECTMAN’S REPORT
23. LIAISON REPORTS
24. ADJOURN



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Mary Bylone, First Selectman

Board of Selectman Special Meeting Minutes  
Thursday, July 16, 2020 @ 7:00 PM  
Zoom Meeting

Members Present: First Selectman Mary Bylone, Selectmen Rosemary Coyle, Denise Mizla, Denise Turner and Taras Rudko

Others Present: Director of Public Works, Jim Paggioli, Director of Parks and Recreation Tiffany Quinn, Chair of BOE, Mary Tomasi, Chair of Commission on Aging Marjorie Mlodzinski, Registrar Sheila Tortorigi, Board of Finance Member Andreas Bisbikos, Fox 61, News Channel 8

RECEIVED  
COLCHESTER, CT  
2020 JUL 20 AM 11:04  
Mary Bylone  
FIRST SELECTMAN  
TOWN CLERK

1. CALL TO ORDER: First Selectman called the meeting to order at 7:00 p.m.
2. PLEDGE OF ALLEGIANCE
3. ADDITIONS OR DELETIONS TO AGENDA:

R. Coyle motioned to add the Proclamation Citing Racism as a Public Health Crisis to 9a on the agenda, seconded by D. Turner. **MOTION CARRIED 5/0**

4. CITIZEN'S COMMENTS: NONE
5. CONSENT AGENDA:

D. Turner asked to have minutes removed from Consent Agenda for Correction.

D. Mizla asked to have the Contract with Civic CMS removed from Consent Agenda for a Question.

R. Coyle motioned to approve Consent Agenda as amended, seconded by D. Mizla. **MOTION CARRIED 5/0**

6. Approve the minutes of the June 18, 2020 Board of Selectmen Meeting

D. Turner motioned to approve the minutes with the correction to Liaison reports to note that the Conservation Commission was working on enforcement issues on Middletown Road, not Reservoir Road as noted in the minutes. R. Coyle noted a typo in item #7 that it should say

“departments,” D. Turner motioned to approve the minutes with changes, seconded by R. Coyle.

**MOTION CARRIED 5/0.**

7. D. Mizla asked if the contract with Civic CMS was the contract for the town website. It was noted the company changed names. D. Mizla motioned to approve the contract with Civic CMS and to authorize the First Selectman to sign the contract in the amount of \$3,276, seconded by D. Turner. **MOTION CARRIED 5/0**
8. Boards and Commissions – Interviews and/Possible Appointments and Resignations
  - a. Agriculture Commission Possible Appointment of Leslie Curtis from Alternate to Member with a term to expire on 11/30/2022: No action was taken. [Item tabled].
  - b. Police Commission – Resignation – Chris Cameron – R. Coyle motioned to accept his resignation with regret, seconded by D. Mizla. **MOTION CARRIED 5/0.**
  - c. Police Commission – To be Interviewed – Kevin Gustin with a possible term to expire on 1/2/2023. K. Gustin expressed interest in the Police Commission due to his history with the Coast Guard and an interest in supporting our local Police Department. He will attend a meeting before being considered for appointment by the Board of Selectmen.
9. Discussion and Possible Action on the Consolidation of the Town Hall and BOE Postage Meter Contract:

R. Coyle Motioned to approve the lease of a new postage meter with Quadient for the period of July 20, 2020 through July 1, 2025 and authorize the First Selectman to sign all necessary documents, seconded by D. Mizla. **MOTION CARRIED 5/0**
10. Discussion and Possible Action on Fireworks Contract with Legion Fireworks Co., Inc, for Trick or Trunk, Friday, October 30, 2020:

T. Rudko motioned to approve the contract with Legion Fireworks in the amount of \$7,150 and authorize the First Selectman to sign it, seconded by D. Mizla. **MOTION CARRIED 5/0.**
11. Discussion and Possible Action on Plan for Diversity and Inclusion in Colchester:

The FS and D. Turner proposed an ad hoc committee to work to develop [on] the structure and charge of a formal commission. The ad hoc committee would consist of nine members representing the Board of

Selectmen, Board of Education, Social Services, Youth Services, Law Enforcement, a parent, a youth, a community member and member of the clergy. The ad hoc committee would then make a recommendation to the Board of Selectmen to create a formal commission. R. Coyle motioned to form an ad hoc committee that would design and develop the structure and charge of a Commission on Diversity and Inclusion, seconded by D. Mizla. Discussion followed regarding the extent of institutional racism in the Town of Colchester and the need for such a committee.

R. Coyle moved the question to close debate, seconded by D. Mizla. Bylone, Coyle, Turner, Mizla in favor, Rudko against **MOTION CARRIED.**

Then a vote on the main motion to establish the ad hoc committee was taken, [put to vote,] Bylone, Coyle, Turner, Mizla in favor, Rudko against **MOTION CARRIED.**

a. Proclamation citing Racism as a Public Health Crisis:

- i. FS Read a portion of the Proclamation stating that Colchester is one of many towns in Connecticut to issue such a proclamation.

12. Discussion and Possible Action on the 2021 Revaluation Contract:

Town Assessor, John Chaponis gave an explanation of revaluation in Connecticut. D. Turner motioned to Approve awarding RFP 028-2021.1 for revaluation contractor services to VGSI at a cost of \$123,600 plus \$30 per “full inspection” and \$300 per “half day” of informal hearing and authorize the First Selectman to execute the contract, seconded by R. Coyle. **MOTION CARRIED 5/0.**

D. Mizla motioned to approve awarding RFP 028-2021.2 for revaluation contractor services to Lawrence Revaluation Services at a cost of \$35,000 plus \$300 per “half day” of informal hearings and authorize the First Selectman to execute the contract, seconded by R. Coyle. **MOTION CARRIED 5/0.**

13. Discussion and Possible Action on Norton Park Project Plan – Phase I and II:

D. Mizla motioned to approve the Norton Park Project Plan Phase I and II as proposed on July 9, 2020, seconded by R. Coyle. **MOTION CARRIED 5/0.**

14. Discussion and Possible Action on Norton Park Brochure – Fundraising:

- a. D. Mizla motioned to approve the Norton Park Brochure for fundraising, seconded by R. Coyle.

**MOTION CARRIED 5/0.**

15. CITIZEN'S COMMENTS: Three residents commended the Board of Selectmen on the formation of the Committee to develop a Commission on Diversity and Inclusion. One resident wanted to ensure proper safety protocols related to COVID-19 would be followed for the fireworks display.

16. FIRST SELECTMAN'S REPORT:

There have been 59 cases of COVID in Colchester, 11 of those cases were at Harrington Court.

All the Town Hall Departments are open. The Senior Center will likely not be opening after Labor Day as had initially been planned.

The Schools are working on a reopening plan for this fall.

The Town has been dealing with significant issues related to the servers, and Novus Insight is working diligently to resolve these.

The gas line is almost completed. Halls Hill Road work has begun, Paper Mill Road Rehabilitation is ongoing.

The approved budget is now posted online at the Town Website.

17. LIAISON REPORTS

**Senior Center Building Committee** - R. Coyle reported that the Committee approved two invoices from Silver Petrucelli. They have a consensus on Design #12 and the architect will begin working on that design to create a final plan.

**Long Term Recovery Committee**- R. Coyle reported the COVID impact survey has gone out to residents and will close on July 20, at which point a survey will go out to business owners. The surveys are trying to assess the impact that COVID has had on the Colchester Community.

**Commission on Aging** – R. Coyle reported that the Commission elected their officers and still needs [moved] two alternate[s to] members [status]. The COA Annual Report was presented to the Board of Selectmen.

**Open Space Committee** – The DEEP Grant for \$150,000 to purchase property on Middletown Road was submitted. An application for a subdivision on Stanavage Rd. recommended fee in lieu for the open space requirement. Salmon River Watershed Sampling Project is seeking volunteers.

**Board of Education** – D. Mizla reported the BOE is forming a Diversity Committee to get a scope of what the committee will be doing. Reopening plan must [has to] be submitted to the state by July 24, including three plans 100% back in school, a hybrid of 50% in school[,] and 50% distance learning, and 100% distance learning. Students to return to school on August 31<sup>st</sup>.

**Norton Park Committee** – D. Mizla reported that Patricia Young, with an organization that works with the 8-mile watershed, did a presentation to inform the group about the watershed.

**Planning and Zoning** – T. Rudko reported that the Commission discussed development within the town center district, and the differences between allowances and special permitting, and adjusting the amount of density of housing units. There is an interested party in the Hilltop Marina property.

**Historic District Commission** – D. Turner reported there were two meetings on the green to discuss the grant the town has received to make improvements on the green. This includes resurfacing the green, making improvements to the gazebo and other landscape improvements.

**Board of Assessment Appeals** – D. Turner reported they met briefly to reverse a [an incorrect] decision that had been made about an automobile.

**CHVFD Exemption Revision Committee** – D. Turner reported that they are currently working on eligibility requirements.[,] Once those are in place, hope to get the ordinance revised and brought [to get it] back to the BOS.

**Police Commission** – FS reported that the Police Commission approved the permanent selection of Sergeant Tim Edwards. They discussed the requirements for the Corporal Position. They discussed the requirements coming from the state government including body and vehicle cameras.

**Sewer and Water Commission** – FS reported that the commission discussed the sewer main break and the repairs that are needed.

**Conservation Commission** – FS Reported that the commission is looking into a situation where someone is filling in a wetlands area.

18. ADJOURN

D. Turner motioned to adjourn at 8:53 p.m., seconded by R. Coyle. **MOTION CARRIED 5/0**

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

Respectfully Submitted by:

Heide Perham, Executive Assistant to the First Selectman



## Heide Perham

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**From:** First Selectman  
**Sent:** Friday, July 31, 2020 1:09 PM  
**To:** Heide Perham  
**Subject:** Fw: [Colchester CT] Leslie Curtis change from Alternate (Sent by J. Christopher Bourque, jcbourque57@msn.com)

Mary Bylone  
First Selectman, Colchester  
127 Norwich Avenue  
Colchester, CT 06415  
860-537-7220 office  
860-861-2727 cell



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**From:** cmsmailer@civicplus.com <cmsmailer@civicplus.com> on behalf of Contact form at Colchester CT <cmsmailer@civicplus.com>  
**Sent:** Thursday, July 30, 2020 8:13 AM  
**To:** First Selectman <selectman@colchesterct.gov>  
**Subject:** [Colchester CT] Leslie Curtis change from Alternate (Sent by J. Christopher Bourque, jcbourque57@msn.com)

Hello mbylone,

J. Christopher Bourque (jcbourque57@msn.com) has sent you a message via your contact form (<https://www.colchesterct.gov/user/34/contact>) at Colchester CT.

If you don't want to receive such e-mails, you can change your settings at <https://www.colchesterct.gov/user/34/edit>.

Message:

To the Board of Selectmen, I support Leslie Curtis's change from alternate member of the Colchester Agriculture Commission to regular member. Regards  
Christopher Bourque

## Heide Perham

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**From:** First Selectman  
**Sent:** Thursday, August 13, 2020 2:29 PM  
**To:** Heide Perham  
**Subject:** Fwd: Message from Website

[Get Outlook for iOS](#)

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**From:** Chris Bourque <jcbourque57@gmail.com>  
**Sent:** Thursday, August 13, 2020 1:50:50 PM  
**To:** First Selectman <selectman@colchesterct.gov>  
**Subject:** Message from Website

Dear Ms Bylone, it is with great regret that I must resign from the Colchester Agriculture Commission. Circumstances in my life have made it impossible to meet the responsibilities of the position. I am leaving it in the good hands of the other members of the commission. I would like to thank the Board of Selectmen for the opportunity to serve the town. Best Regards, Christopher Bourque

July 17, 2020

Re: Reference Letter for Kevin Gustin

In favor to hold a position on the Colchester Police Commission

I met Kevin Gustin in the winter of 2006 when I became a new neighbor on our street and Kevin quickly extended a helping hand as my car was stuck in the snow. Since then, I have come to know Kevin as a man of character, friendly, funny and all ways willing to assist.

As we know, the United States Coast Guard is the coastal defense, search and rescue, and maritime law enforcement branch of the United States Armed Forces. Mr. Gustin served 24 years of active military duty with the USCG prior to joining in 2007 the Coast Guard Academy in New London, Connecticut. He currently holds the title of Deputy Comptroller. His understanding of law enforcement, community sensitivity, leadership abilities, and a grasp in easily reading State and Federal documents and statues are all transferable skills Kevin brings to the Colchester Police Commission.

It is my privilege to recommend Kevin Gustin to become a member of Colchester's Police Commission. Our community will be friendlier, our neighborhoods safer, and Colchester a nicer and more comfortable place to live because of the contributions that Mr. Gustin will make to our Police Commission.

Respectively submitted,

*James Stavola*

James Stavola  
Colchester Police Commissioner  
[ewajim@aol.com](mailto:ewajim@aol.com)  
cell: 860-490-5206

July 30, 2020

To: Colchester Board of Selectman  
127 Norwich Ave  
Colchester, CT 06415

RE: NCT Friction Welding Specialists  
Application for C-Tip for 124 Upton Road

Dear Board of Selectman;

The Colchester Economic Development Commission has reviewed the Application for Property Tax Incentive from NCT Friction Welding Inc. dated July 1, 2020, as presented at the Commissions' regular meeting of July 20, 2020, to construct a new building and locate the light industrial business at 124 Upton Road.

**The Commission recommends the following Property Tax Incentive to be applied to this application/development as follows:**

*Starting for the first complete tax year, after the applicant receives the Certificate of Occupancy for the newly constructed building and for the next 4 consecutive years (total of 5 years), it is recommended the property (specifically the newly constructed building and land improvements) receive a variable tax abatement of the realized assessed increase in property value as determined by the Town Assessor, after the applicant completes all improvements approved by the Town of Colchester and operates as a business as described in the Application for Property Tax Incentive dated July 1, 2020.*

*The recommended abatement is for each newly constructed building upon their individual completion. The variable tax abatement formula shall follow the following schedule:*

- 1. Year one, 100% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 2. Year two, 90% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 3. Year 3, 80% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 4. Year 4, 70% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*
- 5. Year 5, 50% property tax abatement of the realized assessed increase in property value as determined by the Town Assessor*

The Colchester Economic Development Commission has determined an incentive is appropriate and is recommending the tax abatement as described be presented to the Board of Selectman to initiate a Town Meeting for the incentive approval.

## Overview

The Colchester property tax incentive program was developed to encourage businesses and commercial interests to develop by offering partial relief from local property tax burdens.

The applicant (NCT, Inc.) has proposed constructing a new building to house their operation of specialized welding services. The applicant is currently located in an older building in Newington, CT and is seeking to locate their operation in a new, more energy and space efficient building. An upgrade in facilities housing their equipment will enable them to certify some of their activities in accordance with ISO (International Organization of Standardization) which will increase business opportunities and the potential for growth.

## Criteria

*This abatement would be permitted, and meets the requirements, under Connecticut State Statute, Chapter 203, Section 12-65(b):*

The need for the incentive: NCT, Inc. will have significant start-up costs associated with site development, moving large and technical pieces of equipment from their current location, and in their pursuit of ISO certification. This incentive will help to offset some of those start-up costs and assist them in getting off to a strong new start in Colchester. The incentive will also put Colchester at a competitive advantage over other development choices NCT, Inc. has.

Potential new job creation: NCT, Inc. relocation to Colchester will bring five (5) new highly-skilled employees into town.

Appropriateness of the business to its proposed location: The applicant's proposed location is in an area already zoned for their use. Upton Road has emerged as a small manufacturing and light industrial node with the development and expansion of businesses like INCORD and Alpha Q. NCT, Inc. will be located on the interior of the loop road and will not abut any residential development.

Possibility for the business to spawn other new business: NCT, Inc. conducts specialized welding services offered by only a handful of other facilities in the United States. There are many applications of these welding services that could lead to collaboration or coordination in the chain of services required to complete a project or product. It is possible that the proximity of facilities that participate in the various steps involved in manufacturing a particular project could affect the efficiency or cost-effectiveness. Small and medium-scale manufacturing and light industrial operations have been a focus of economic development in Colchester.

Planned use by the business of other Colchester vendors: NCT, Inc. has indicated the use of a local developer for their site construction, along with many service vendors to support their operations.

Compatibility of the project with the environment and town resources: There will be minimal impact on the environment or town resources.

Contribution to the Town's infrastructure, including roads and utilities: Although the location of the proposed expansion and new build is in an established business park, NCT, Inc. would be responsible for all water and sewer connection fees along with building and permitting fees. An abatement of a portion of the taxes would be offset by the residual economic boost to our community through an increased use of local services, and businesses. The approval of this C-TIP application will also serve as an example of how the Economic Development Commission and the Town of Colchester are willing to work with businesses, to be an equal partner in growth, and our goal to stimulate our economy. This is an ideal marketing opportunity to attract other businesses.

**PROPOSED MOTION: It is hereby moved to accept the recommendation of 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 5, 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.**

Sincerely,  
Bruce Goldstein, Economic Development Commission Chair

**TOWN OF COLCHESTER  
PLANNING AND ZONING DEPARTMENT**

**TO:** Mary Bylone, First Selectman  
Board of Selectmen

**FROM:** Matthew R. Bordeaux, Planning Director

**DATE:** July 15, 2020

**RE:** Brewster Architects LLC – Proposal for Professional Services 2020-2021

Please find the attached request to renew an “on-call” agreement with Brewster Architects LLC for consulting architect services for 2020-2021. The proposed agreement outlines the scope of services offered and the hourly rate fees for the various professional services available at the firm.

Brewster Architects LLC has served as Colchester’s ‘on-call’ consulting architect through three firms since 2007 and in varying capacities all the way back to 1996. Brewster provides independent and object review of applications including proposed activity in the Historic Protection Overlay Zone, Town Center and Westchester Village District for both the Historic District Commission and the Planning and Zoning Commission.

Brewster Architects has also assisted in the development of grant applications, providing preliminary sketches of overall project extents and project specific vignettes to describe the scope and nature of the proposed activity. It is my opinion that these illustrations strengthen our grant applications by showing a higher level of local commitment to a particular project.

I am requesting the Board authorize the First Selectman to sign the fee proposal for the “on-call” professional services of Brewster Architects LLC.

Attach.

MRB

R:\Miscellaneous\Brewster Architects\On-call agreement memo.docx

# **BREWSTER|ARCHITECTS** inc.

111 Oliver Road | Lebanon, Connecticut 06249  
860.642.9907

July 7, 2020<sup>REV1</sup>

Mr. Matthew Bordeaux, Planner  
Town of Colchester  
127 Norwich Avenue  
Colchester, CT 06415

## **Re: Proposal for Professional Services; Consulting Architect 2020-2021**

Dear Mr. Bordeaux:

Thank you for your telephone call and the opportunity to renew our 'On-call' agreement for professional services. We have worked with the Town of Colchester starting in 1996, and have continued through three firms with B|A since 2007. Based on our previous agreements that have expired, we offer the same hourly rates for the current year.

### **The scope of the work as we understand it:**

- Brewster|Architects (B|A) will be a Prime Consultant to the Town of Colchester.

### **HPOZ and Village District Review:**<sup>REV1</sup>

- Provide an independent and objective review of applications for properties within the Historic Protection Overlay Zone in accordance with the Zoning Regulations and the Secretary of the Interior's Standards. The purpose of these reviews is to identify architectural deficiencies with respect to these guidelines.
- Provide an independent and objective review of applications for properties within the Town Center and Westchester Village Districts in accordance with the Zoning Regulations. The purpose of these reviews is to identify architectural design deficiencies with respect to these guidelines.<sup>REV1</sup>
  - Review all applications, submitted drawings, reports, Historic Resources Inventories and field conditions when requested by the Commission or Town Planner.
  - Attend meetings as requested by the Commission or Town Planner.
  - Provide a clear and objectively written letter-type report to the Town Planner outlining any architectural deficiencies found with respect to architectural character, historic precedence and compatibility with the existing context in accordance with the adopted regulations.
  - Provide additional letter-type reports for application re-submittals when requested by the Commission or Town Planner.
  - Provide assistance with the development of written aids, describing the adopted Guidelines to assist property owner's in their understanding of these requirements.
  - Additional Services to assist the Town Planner in his review process will be provided as mutually determined necessary.

### **Grant Application Sketches**

- In conjunction with the Town Planner and Engineer's requirements, we will provide preliminary sketches to support proposed streetscape grant applications. These will include overall project extents, project specific vignettes to describe the scope and nature of the project.
  - Develop illustrations determined in parts above. Quantity to vary based on complexity of concepts to be illustrated within the hours and rate set below.
  - As in the past, Bid documents are excluded under this proposal, but will be provided under a separate proposal based on the requirements determined in this phase.



**Exclusions + Qualifications**

This Proposal specifically excludes the following:

- Construction Drawings, Site and Civil Engineering or Surveying, Structural Engineering Services or Mechanical or Electrical Engineering Services.
- Project representation for the Applicant at Public Meetings.
- Code-compliance reviews regarding the submittals.
- Bid Documents, Civil, Structural, Mechanical or Electrical Engineering, or Construction Administration Services.

**Contact**

William W. Brewster, RA  
Principal  
email: [wbrewster@brewsterarchitects.com](mailto:wbrewster@brewsterarchitects.com)

Brewster|Architects, LLC  
111 Oliver Road  
Lebanon, CT 06249  
860.642.9907

**Fee**

We propose the following hourly rate fee for the above outlined scope of work:

**B | A Hourly Rates:**

<i>Title</i>	<i>Standard Rate</i>
Project Architect	\$ 100.00/hr.
Sr. Draftsperson	\$ 85.00/hr.
Clerical	\$ 65.00/hr.

**Reimbursable Expenses:**

<i>Item</i>	<i>Rate</i>
Travel Expenses in connection with pre-authorized out-of-town travel	Current IRS Rate
Expense of Authorized Express Delivery Service	1.15% Cost
Expense of Printing Costs	Original Letter-type Report included in Base Rate. Additional Authorized Commercial Printing at 1.15% Cost

Again, on behalf of Brewster|Architects, LLC, I extend my appreciation for the continued opportunity to fulfill the role of Consulting Architect to the Town of Colchester.

Please contact me if you have any questions, or wish to discuss the fee further. If you find this proposal satisfactory, please return a signed copy to me at your earliest convenience.

Sincerely,  
**BREWSTER | ARCHITECTS**



William W. Brewster, RA [LEED AP]  
Principal  
cc: file

Accepted by: \_\_\_\_\_  
Town of Colchester, Connecticut

Date: \_\_\_\_\_

FY 19/20

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Reason for Available Funds:

From:

Account Number	Account Name	Amount
<input type="text" value="11411-44203"/>	<input type="text" value="Planning &amp; Code Administration - Legal"/>	<input type="text" value="13,750"/>
<input type="text" value="11205-44203"/>	<input type="text" value="Human Resources - Legal"/>	<input type="text" value="13,750"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

<input type="text" value="11201-44203"/>	<input type="text" value="First Selectman - Legal"/>	<input type="text" value="27,500"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Date Requested \_\_\_\_\_ Department Director or Supervisor - Signature

Print Name

Date Reviewed \_\_\_\_\_ Chief Financial Officer

Date Approved \_\_\_\_\_ First Selectman

Date Approved \_\_\_\_\_ Board of Selectmen Clerk

Date Approved \_\_\_\_\_ Board of Finance Clerk

Town of Colchester

FY 19/20

General Fund

~~Budget Transfer~~/Additional Appropriation

Department: Human Resources

Reason for Request: Forensic audit services and other associated costs - personnel matter

Reason for Available Funds: Insurance proceeds for costs incurred associated with forensic audit

From:	Account Number	Account Name	Amount
	11701-35618	Insurance - Recovery	31,250

To:	11205-44208	Human Resources - Professional Services	31,250

Jul 13, 2020  
Date Requested

Department Director or Supervisor - Signature

Print Name Mary Bylone, First Selectman

Jul 13, 2020  
Date Reviewed

  
Chief Financial Officer

Jul 13, 2020  
Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 19/20

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Insurance

Reason for Request: Increase funding to Health Self Insurance fund due to higher than anticipated claims to date

Reason for Available Funds: Reduction in premium costs for Workers' Compensation insurance due to bid process and change in insurance carrier, and receipt of premium refund for FY 2018-19 Workers Compensation payroll audit

From:

Account Number	Account Name	Amount
11701-41260	Workers Compensation Insurance	100,000

To:

11701-41211	Health Insurance	100,000

Jul 29, 2020  
Date Requested

Department Director or Supervisor - Signature

Print Name Mary Bylone, First Selectman

Jul 29, 2020  
Date Reviewed

Chief Financial Officer

Jul 29, 2020  
Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 19/20

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Insurance

Reason for Request: 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 Workers' Compensation insurance due to bid process and change in insurance carrier, and receipt of premium refund for FY 2018-19 Workers Compensation payroll audit

From:	Account Number	Account Name	Amount
	11701-41260	Workers Compensation Insurance	27,000


To:	Account Number	Account Name	Amount
	11701-44243	Unemployment Compensation	27,000

Jul 30, 2020  
Date Requested

Department Director or Supervisor - Signature

Print Name Mary Bylone, First Selectman

Jul 30, 2020  
Date Reviewed

  
Chief Financial Officer

Jul 30, 2020  
Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 19/20

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department: Information Technology

Reason for Request:

Information Technology - Professional Services:  
Insurance deductible - cybersecurity ransomware attack (costs paid directly by insurance company and then deductible billed to Town). Additional IT consulting project work (remote & work from home - Covid response, network infrastructure & servers - backup systems and upgrades). Zoom subscription costs - Covid response.

Reason for Available Funds:

Finance Regular Payroll - Position vacancies for Director of Finance and Payroll & Accounts Payable Manager due to retirements, and Accountant due to resignation. Interim Director of Finance only 3 days/week throughout fiscal year.

From:

Account Number	Account Name	Amount
11301-40101	Finance - Regular Payroll	20,000

To:

11801-44208	Information Technology - Prof Services	20,000

Jul 30, 2020

Date Requested

Department Director or Supervisor - Signature

Print Name

Mary Bylone, First Selectman

Jul 30, 2020

Date Reviewed

Chief Financial Officer

Jul 30, 2020

Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk

FY 19/20

Town of Colchester  
General Fund  
Budget Transfer/Additional Appropriation

Department:

Reason for Request:

Adoption of Snow Reserve Policy and establishment of Snow Reserve Fund in March 2016 - "It shall be the policy of the Board of Finance and Board of Selectmen to place unexpended funds within the Public Works Department - Snow Removal budget into the Snow Reserve Fund for use in future years with above average snowfall events and/or totals, that causes an overage within the Public Works Department - Snow Removal budget."

Reason for Available Funds:

Adoption of Snow Reserve Policy and establishment of Snow Reserve Fund in March 2016 - "It shall be the policy of the Board of Finance and Board of Selectmen to place unexpended funds within the Public Works Department - Snow Removal budget into the Snow Reserve Fund for use in future years with above average snowfall events and/or totals, that causes an overage within the Public Works Department - Snow Removal budget."

From:

Account Number	Account Name	Amount
<input type="text" value="13204-40103"/>	<input type="text" value="Snow - Overtime"/>	<input type="text" value="43,037"/>
<input type="text" value="13204-41230"/>	<input type="text" value="Snow - FICA"/>	<input type="text" value="3,556"/>
<input type="text" value="13204-42333"/>	<input type="text" value="Snow - Sand, Salt, Gravel"/>	<input type="text" value="64,305"/>
<input type="text" value="13204-42340"/>	<input type="text" value="Snow - Other Purchased Supplies"/>	<input type="text" value="10,001"/>
<input type="text" value="13204-44208"/>	<input type="text" value="Snow - Professional Services"/>	<input type="text" value="32,728"/>
<input type="text" value="18501-50285"/>	<input type="text" value="Transfer to Snow Reserve Fund"/>	<input type="text" value="153,627"/>

10:

Date Requested

Department Director or Supervisor - Signature

Print Name

Date Reviewed

Chief Financial Officer

Date Approved

First Selectman

Date Approved

Board of Selectmen Clerk

Date Approved

Board of Finance Clerk



“Creating Community Through People, Parks and Programs”  
127 Norwich Avenue, Colchester, CT 06415  
(860) 537-7297 | parksandrec@colchesterct.gov | [www.colchesterct.gov](http://www.colchesterct.gov)

### MEMO

To: Members of the Board of Selectman

From: Tiffany Quinn, Recreation Director

Date: July 30, 2020

Currently the RecPlex pavilion is reserved in 4 hour blocks at a cost of \$80 for town residents or local businesses (\$160 for non-residents).

We have had numerous reservation requests for 1-2 hours on weeknights for local meetings due to the closure of indoor meeting rooms. Meeting outside is often a healthier option when safe physical distancing, mask wearing and other precautions are taken.

We would like to offer the community the option of reserving the RecPlex pavilion in 1 hour blocks on weeknights at a cost of \$20 per hour for town residents or local businesses (\$40 per hour for non-residents). We feel this option will fill a community need through the fall months.

We will continue to rent the pavilion in 4 hour blocks on the weekend for family gatherings and events.

### Proposed Motion

Move 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.



To: Board of Selectman

From: Tiffany Quinn, Recreation Director

Date: August 13, 2020

Memo: New Recreation Software

**For discussion and possible action**

Over the past 2 years we have carefully reviewed 12 different software products. Based on our research, Colchester Parks and Recreation recommends entering into an agreement with RecDesk.

RecDesk is a local company, based in Middletown, CT and used throughout the county by thousands of municipal recreation departments.

Our contract with Active ends on December 31, 2020 but we would like to begin using RecDesk immediately to ensure a smooth transition. We have been using the software in a trial/demo environment and feel it will serve the Colchester community well.

Based on the numbers from 2019, we expect to save at least \$6000 per year. RecDesk provides better service to our department, as well as the Colchester community in many ways, including:

- Unlimited, free staff training
- the ability to run point of sale services at the concession stand
- Form Builder can replace all paper forms
- No fees for refunds (currently paying 7% on top of the original registration fee %)
- Easier registration process for community members
- Easier reservation process for community events
- Community calendar where you can view programs, events and facility availability

**Proposed Motion**

Move 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.

# QUOTE



Better by Design Simple by Nature

Date: June 24, 2020  
 Quote # 001525  
 Expiration Date: 7/24/2020

RecDesk Software  
 300 Plaza Middlesex  
 Middletown, CT 06457

TO Colchester CT Parks and Rec  
 Attn: Tiffany Quinn  
 Customer ID : n/a

Provided By: Justin Waz  
 860-358-0074  
 justin.waz@recdesk.com

QTY	ITEM #	DESCRIPTION	PRICE	TOTAL
1	<b>RecDesk Annual Subscription**</b>	Online Registration Program Management Facility Reservations & Scheduling League Management & Scheduling Credit Card Processing Full web site (CMS) POS (Point of Sale) Master Calendar Email Marketing Tools Membership Management/Check-ins Financial Management/Reporting Invoicing/Billing Fully Hosted Includes Training Unlimited users/seats No per transaction costs ***	\$5,600	\$5,600
	<b>**All inclusive - no start-up costs or additional fees for training and support!</b>  <b>Premium Add-ons</b>  <b>RecDesk 1 Time Fee:</b> (optional) Financial S/W Integration - \$1,200  <b>RecDesk Recurring Fees</b> (optional)  Local Access Control - *\$1,200  * \$1,200 includes the first 1,200 members. Each additional member will cost \$1 each.	*** The first \$500K in transactions processed through the system are included in the base price above. If more than \$500K worth of transactions are processed though RecDesk in a given subscription year, those in excess of \$500K will be assessed a .75% transaction fee - billed quarterly.  ** This quote was based on the revenue/activity questionnaire provided by a member or members of your department.		
<b>SUBTOTAL</b>				\$5,600
<b>SALES TAX</b>				0
<b>TOTAL</b>				\$5,600

Quotation prepared by: Justin Waz \_\_\_\_\_

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: \_\_\_\_\_

## RecDesk Features

### Program Management

- Define multiple Fees/Fee Types
- Full Roster management
- Set program enrollment minimum and maximums
- Set online enrollment begin and end dates
- Take program attendance
- Capture program related expenses
- Create custom questions to gather additional information from registrants
- Tie activities to General Ledger account codes
- Wait Listing
- Email all participants
- Restrict fees based on residency status
- Simple and Detailed Rosters
- Transfer registrant to different activity
- Create recurring schedule
- Automatic registration email confirmations
- Export rosters to Excel

### Master Calendar

- Show all Programs, Reservations, Events on one calendar

### Online Registration

- View available programs
- Register for programs
- Reserve a facility
- View activity history
- View payment history

### Facility Scheduling

- Conflict alerts to prevent double-booking
- Ability to create and print custom *permitting templates*
- Schedule visibility on both Facility and Master calendar
- Automatic reservation confirmation emails
- Recurring and single-date scheduling

### Billing and Invoicing

- Flexible Payment Plan creation
- Automated Payments via Stored Payment Options (Credit Cards etc)
- Automatic Installment Due Emails for Online Payment
- Accounts Receivable Aging and Tracking
- Merging of Invoices

### Online Reservations

- Enable or disable online reservations on a *per facility* basis
- Build flexible availability calendars
- Define custom fee structures per facility
- Public views availability via simple calendar view
- Automatic reservation confirmation emails
- Restrict fees based on residency status

### **Membership Management**

- Open-ended or fixed duration memberships
- Flexible fee structures to accommodate both individual and family/group memberships
- Simple Automated or Manual Renewal of Memberships
- Email all members
- Membership based facility check-ins
- Automated and Manual Billing and Payment

### **Facility Check In**

- Attended check-in mode (front-desk attendant)
- Self-check-in mode
- Guest check-in capability
- Barcoded id card or key fob capabilities
- Track check-ins at the facility, membership and individual member level

### **League Management**

- Break program registrants into teams
- Assign players to teams
- Assign player ratings to facilitate team assignment
- Print team rosters
- Create league schedules (Auto or Manual Mode)
- Record game results and track standings
- Automatically publish schedules and standings on RecDesk Community portal

### **Drop In Programs**

- Quick and easy
- Select multiple Programs
- Collect fees
- Accurately record and report on program check-ins over a period of time
- Check-ins can be done via barcoded id card/key fob or by last name
- Photo verification

### **Point Of Sale**

- Create your own Categories to organize saleable items (Beverages, Food, Clothing etc)
- Associate General Ledger Account codes and Sales Tax codes at the item level
- Track inventory
- Easy touch-screen interface with big buttons
- Handle Returns and Voids effortlessly
- Set up multiple POS Locations each with their own assigned items and inventory tracking

**Ticketing:** RecDesk has partnered with Sparxo to provide a first class Ticketing experience. As a company and platform focused exclusively on ticketing, they provide the tools, features and innovative solutions.

### **Marketing**

Marketing and promotion is becoming a much more important part of running recreation organizations of all sizes. Being able to *quickly and easily* target specific segments of your member population based on demographic characteristics or past program participation allows you to better *reach out to the right people at the right time* when promoting new programs or getting feedback on old ones.

Targeted Email Campaigns can be created and scheduled for a later date and time or sent immediately from RecDesk.

We've integrated with the awesome **Mandrill** service (the same people who bring you MailChimp) to provide a bulk email solution that provides both high-performance and high-deliverability. Alternatively, filtered results can also be easily be exported for upload into traditional newsletter services like MailChimp, ConstantContact or a variety of other services.

Some Advanced Filters (target segmentation) include:

- Residency Status
- Birthdate Range
- Gender
- Street Name
- City
- Zip Code
- Program Participation Name
- Program Participation Date Range (i.e. anyone who participated in a Program in 2013)

## **Reporting**

### Financial

- Revenue by Period Summary and Detail
- Revenue by General Ledger Account Summary and Detail
- Revenue by Program (P&L)
- Payment Detail by Period

### Programs

- Program Detail
- Rosters – Simple and Detailed
- Attendance Sheets
- Program Brochure Extract

### Facilities

- Single Facility Usage by Period
- Multi-Facility Usage by Period

### Other

- Email Lists
- Refunds

**Other towns that use this registration software include (if you want to see if from the customer's side):**

<https://westhartford.recdesk.com/Community/Home>

<https://portland.recdesk.com/Community/Page?pageId=15691>

<https://hebronct.recdesk.com/Community/Home>

<https://townofstratford.recdesk.com/Community/Home>

<https://essexct.recdesk.com/Community/Page?pageId=513>

<https://plainvillect.recdesk.com/Community/Calendar>

<https://southwindsor.recdesk.com/Community/Page?pageId=16488>

<https://marlboroughct.recdesk.com/Community/Page?pageId=738>

**PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS)  
AGREEMENT BETWEEN THE TOWN OF COLCHESTER AND RECDESK LLC**

This PARKS & RECREATION MANAGEMENT SOFTWARE-AS-A-SERVICE (SaaS) AGREEMENT ("Agreement") is made as of this 6th day of July, 2020 by and between RecDesk LLC., a Connecticut LLC ("RecDesk"), whose address is 300 Plaza Middlesex, Middletown CT 06457, and The Town of Colchester ("Customer") whose address is 127 Norwich Avenue, Colchester CT 06415.

1. **Engagement.** Customer engages RecDesk to perform the services as specified in Exhibit "A" - Services Provided (the "Services Provided").

2. **Agreement Term.** The initial term of this agreement will be **9/1/2020 - 8/31/2021**. This Agreement will terminate and without further obligation on the part of Customer on 8/31/2021. This Agreement may be renewed by Customer for additional one-year terms with each term beginning on 9/1 and terminating on 8/31 of the following calendar year.

Customer and RecDesk hereby agree that this Agreement is terminable at will upon written notice by either party. Termination will be in written-form allowing 30-day notice. The parties agree to continue performance under the Agreement until the effective date of termination unless the parties mutually agree to an earlier termination date. Upon termination of this Agreement, the parties shall have no further liability or obligation except as explicitly provided hereunder as surviving termination of the Agreement.

3. **Fees and Payment.**

a. **Base Subscription Fee.** Customer agrees to pay RecDesk a base subscription fee of **\$5600** per year. This fee is payable at beginning of new annual term and based on estimated system utilization numbers (*i.e. Program Registrations, Reservations, Memberships, POS Transactions*) provided by The Customer in June 2020 (*see Appendix B*).

b. **Variable Transaction Fee.** The base subscription fee in (a) above covers the first \$500K worth of transactions processed through RecDesk in a given subscription year. Transactions processed through the system in excess of \$500K in a given subscription year will be assessed a .75% transaction fee. These variable transaction fees, if applicable, will be billed and payable on a quarterly basis (or on other mutually agreed upon period). If the Customer does not process more than \$500K through RecDesk in a given subscription year, the Variable Transaction Fee does not apply.

c. **Training.**

1. Trainer-Led Online Training - Ongoing - \$0 (Included)
2. Initial Onsite Training (Optional) - \$0 (Included)
3. Subsequent Annual Term Refresher Training (Online Only) - First three (3) hours per year are free then \$100 per hour thereafter

**d. Data Migration and Financial System Integration (optional).**

1. Migration of Customer Data to RecDesk - one-time \$1200 fee
2. Custom Financial System Extract - one-time \$1200 fee
3. GIS Address Import for Residency - one time \$1200 fee

**e. Other Fees**

1. Customer Support - \$0 (Included)
2. Additional Workstation Licenses - \$0 (Unlimited)
3. Software Upgrades - Automatic - \$0 (Included)
4. Initial RecDesk Community portal configuration - \$0 (Included)
5. Subsequent subscription year term Community Portal Redesign/Refresh - \$0 (Included - first three (3) hours) - \$125 for each additional hour thereafter

4. **Indemnification and Hold Harmless.** RecDesk agrees to defend, indemnify and hold harmless Customer, its officers, employees, representatives, and agents from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by Customer or others, in any way arising out of RecDesk's breach of the Agreement or out of services and operations performed hereunder by RecDesk, including Customer 's reliance on or use of the services or products provided by RecDesk under the terms of this Agreement. RecDesk shall not be liable for any loss or damage attributable solely to the negligence of Customer.

5. **No Agency Relationship.** This Agreement shall establish no agency relationship with RecDesk and RecDesk shall be deemed an independent offeror. RecDesk shall have complete charge of the personnel engaged in the performance of the Services, and all persons employed by RecDesk shall be employees of said RecDesk and not employees of the Customer in any respect.

6. **Nondisclosure.** RecDesk agrees that it will not divulge to third parties without the written consent of Customer any information obtained from or through Customer in connection with the performance of this Agreement.

7. **Entire Agreement.** This Agreement contains the entire agreement and supersedes all prior agreements and understandings, oral or written, with respect

to the subject matter hereof. This Agreement may be changed only by an agreement in writing signed by the party against whom any waiver, change, amendment, modification or discharge is sought.

8. **Governing Law and Venue.** This agreement shall be governed by and construed in accordance with the laws of the State of Connecticut and venue shall be exclusively in the State of Connecticut.

9. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect to the maximum extent permitted by law.

10. **Notice.** Any notice required or permitted to be given under this Agreement shall be sufficient if in writing and if sent by certified or registered mail, first class, return receipt requested to the parties at the following addresses:

To Customer:

The Town of Colchester  
Attn: Tiffany Quinn  
127 Norwich Avenue  
Colchester CT 06415

To RecDesk

RecDesk LLC  
Attn: Mike Morris  
300 Plaza Middlesex  
Middletown, CT 06457

11. **Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

12. **Insurance.** During the term of this Agreement, RecDesk shall maintain the following insurance coverages:

Worker's Compensation – Statutory Coverage  
Professional Liability - \$1MM per claim  
Comprehensive General Liability  
    Bodily Injury - \$1MM per occurrence /\$2MM aggregate  
    Property Damage - \$1MM per occurrence /\$2MM aggregate



13. **Ownership of Software.** Customer agrees that it has no title or ownership in, or to, the software utilized by RecDesk to provide services, or any of its components, programming code or data structures ("Software"). The Software shall remain at all times RecDesk's sole and exclusive property. The definition of "Software" shall also include any changes, customizations, added functions, or options and any other related items requested by the Customer and implemented by RecDesk. The obligations set forth in this Paragraph shall survive the termination, cancellation, or expiration of this Agreement for any reason whatsoever.

14. **Warranty.** If the Customer determines that some functions within RecDesk are not performing up to required specifications, RecDesk will take commercially reasonable measures to remedy such situation during the term of this Agreement at no additional charge to the Customer. RecDesk does not guarantee that it will implement all new enhancement requests but will take commercially reasonable efforts to provide features that perform as stated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

CUSTOMER

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

RECDESK

Name: Michael J. Morris Signature: \_\_\_\_\_

Title: President Date: \_\_\_\_\_

## Exhibit "A" - Services Provided

Services provided by RecDesk to the Customer under this agreement include the following:

Access to RecDesk Director and RecDesk Community (the Software) – RecDesk grants non-exclusive license during the term of this contract for the Customer and “customers” of the Customer access to the Software.

Customer employees will have access to RecDesk Director as well as administrative access to the RecDesk Community portal. Community Members (the “Public”) will only have access to the RecDesk Community portal. Access to both RecDesk Director and RecDesk Community is via the public internet through a web browser and there are no restrictions as to how many Customer employees or community members can access the system.

RecDesk Director is Id and Password protected with Customer having control over who currently has access and what their Role is. RecDesk Community is not password protected (for viewing) but community members will have to set up a household account to register for programs.

Customer access includes, but is not limited to, the following core RecDesk features: *Program & Activity Management, Online Registration, Master Calendar, Facility Scheduling, Full Web Site (Community CMS), Online Reservations, Membership Management, Facility Check-ins, League Management and Reporting.*

Availability – RecDesk provides 24 x 7 access to the system with a guaranteed up time of 99%. For larger system upgrades or platform maintenance there may be planned down time. This is usually scheduled in the early AM hours on weekends and reasonable advanced notice is given.

Customer Support – RecDesk provides phone support from 8AM-5PM EST at 1-860-467-4325. This is included as part of this agreement and there is no additional cost. We also provide for email support 24 x 7 at [support@recdesk.com](mailto:support@recdesk.com). The system itself is monitored 24 x 7. Any service interruptions trigger alerts and are dealt with immediately.

Online Help and self-service documentation is available at <http://help.recdesk.com>

Credit Card Processing and Merchant Services – RecDesk will integrate with Customer’s preferred merchant account provider at no cost to the Customer via a RecDesk supported payment gateway. The Customer maintains a separate agreement with merchant and gateway provider and is responsible for any fees or transaction costs therein incurred.

Data Backups – RecDesk (via partner Amazon Web Services – AWS) performs full-backups on both the database and Customer portal data daily. Additionally, incremental database log backups are made throughout the course of the day. Our network infrastructure includes dedicated virtual servers located in AWS's northern VA facility.

Exporting of Data - If the Customer no longer wishes to utilize the services of RecDesk, their data can be exported into a CSV format. The cost for doing so is \$125 per hour and an estimate would be provided and agreed upon before commencement of extract.

Privacy Statement - The following discloses the information gathering and dissemination practices for the services offered by RecDesk LLC (the "Services") and for this Website. RecDesk LLC reserves the right to amend this Privacy Statement at any time with or without notice. Only the current Privacy Statement is deemed effective, so please review this Privacy Statement periodically.

RecDesk LLC has created this Privacy Statement in order to demonstrate our firm commitment to safeguarding the privacy of our Subscribing Organization, their Members and our Website visitors. Our Privacy Rules summarize this commitment.

1. We do not reveal any personally identifiable information that we collect about you, your use of the Services or any information that you post on your Site to anyone else.
2. Unless you choose otherwise, RecDesk LLC shares information about you only on a basis that does not personally identify you, your Organization or your Members.
3. We use industry-standard technology and other means to keep your information as secure as possible.



Govt Portal appreciates the consideration for merchant services and electronic payment services. Upon completion of this application by the City/County, our team will follow up to ensure proper implementation. As with every Govt Portal solution, there is no cost or obligation to the City/County, the service can be canceled at any time, but we would appreciate thirty (30) days' notice.

**1. NAME AND CONTACT INFORMATION:**

Contact Name: \_\_\_\_\_  
Street Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone & Email: \_\_\_\_\_  
Web Address (if any): \_\_\_\_\_  
Public Contact Info: \_\_\_\_\_

**2. BANKING INFORMATION: (for deposit only)**

**Please ensure all applicable voided checks are attached**

Bank Name: \_\_\_\_\_  
Bank Address: \_\_\_\_\_

**3. FINANCE CONTACT INFORMATION**

Finance Contact Name: \_\_\_\_\_  
Finance Contact Phone: \_\_\_\_\_  
Finance Contact Email: \_\_\_\_\_

Please initial below:

- \_\_\_\_\_ I have attached all applicable voided checks for deposits of transaction funds.
- \_\_\_\_\_ The address information for the City/County is correctly listed above. If not please correct.
- \_\_\_\_\_ I acknowledge that Govt Portal is setting up a Credit Card Processing account with Priority Payment Systems on behalf of the City/County.
- \_\_\_\_\_ I acknowledge the processing fee listed below
  - 2.50% passed directly to the cardholder for each debit/credit card transaction.
  - 2.50% absorbed by the city/town/county on a monthly basis.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

\_\_\_\_\_ desires to work with Flat Rate Processing and wishes to utilize the GovtPortal online payment feature. For this reason, the City grants permission to GovtPortal to access our records and share those records with Flat Rate Processing. We respectfully, request that this process begin immediately and request that these records be shared with Flat Rate within two business days of receiving this signed permission and request.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name & Title

## Request for Taxpayer Identification Number and Certification

**Give form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Government</b>	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

### **Credit Card Processing for New Software**

RecDesk recommends using GovtPortal, who works with Authorize.net because the credit card processing occurs within the software, other processors require additional steps and are not integrated into the system. For example, if we were to use Point and Pay to refund a program, we would have to go to the Point and Pay website to issue refunds for each person in the program, then go back into RecDesk and adjust their account showing the refund. With Authorize.net, the process happens within the system in one step for the whole program. Initially, Authorize.net had a higher percentage rate, but after explaining this to the GovtPortal representative, he offered the same rate as Point and Pay, with no fees. Our current software, Active, charges up to 7% for each refund, after the initial fee for the payment. There is no additional refund fee with Authorize.net. That will save us up to 7% every time we issue a refund. Below is an overview of the GovPortal and Authorize.net features. Attached is the contract.

**GovtPortal** is a Payment Technology company and we work specifically with local and county governments, as well as higher education. Additionally, we also work within multiple city departments including utilities, parks and recreation, taxes and business licenses. In fact, we work with well over 600 Cities in US. Specifically, our payments are completely integrated with **RecDesk**, so you can now accept credit/debit card payments directly through the software. Let me know if you would like to schedule a call to go over things in more detail.

In quick review, here are some brief highlights of the key features of our credit card program

- Elimination of all Authorize.net fees (Simplifies the process and billing)
- The ability to accept online and over the counter payments
- Deposits made in two business days
- No Cost for the 'card readers' or hardware
- Payments can be taken from any computer
- One simple flat rate for all card types (no tier pricing and no transaction fees – easy reconciliation)
- 3.0% Flat Rate passed along to the cardholders (online and in the office)
- 2.8% Flat Rate if city absorbs cost (online and in the office)
- No Contracts & No Early Termination Fees (simple 1 pg. Application)
- No Additional fees and no start up costs
- Multiple rate options (charge cardholder or absorb fees)
- Simple and Easy bank reconciliation process
- Robust Reporting Features
- Deposits are made every two business days
- Daily email reports to help you reconcile
- No cost for training
- No monthly fees

### **Proposed Motion**

Motion to accept the recommendation of the Recreation Department and enter into a contract with GovtPortal to use Authorize.net as the credit card processor with the RecDesk software and allow the First Selectman to sign all contract as required.

**AUTHORIZING RESOLUTION OF THE**  
**Town of Colchester Board of Selectmen**

CERTIFICATION:

I, Gayle Furman, Town Clerk of the Town of Colchester, do hereby certify that the following is a true and correct copy of a resolution adopted by the Colchester Board of Selectmen at its duly called and held meeting on August 20, 2020, at which a quorum was present and acting throughout, and that the resolution has not been modified, rescinded, or revoked and is at present in full force and effect:

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

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

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

IN WITNESS WHEREOF: The undersigned has executed this certificate this     day of August, 2020.

Gayle Furman  
Town Clerk





**FFY 2020 STATE HOMELAND SECURITY GRANT PROGRAM  
Region 4 MEMORANDUM OF AGREEMENT**




**Data Sheet**


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

**THIS DATASHEET MUST BE COMPLETED ELECTRONICALLY**

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

<b>Town Information:</b> 	
<b>Person Completing Document:</b>	Sean C. Shoemaker, EMD
<b>Municipality Name:</b>	TOWN OF COLCHESTER
<b>Town CEO Name:</b>	Mary Bylone
<b>Town CEO Title (ie. Mayor):</b>	Fire Selectman

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

<b>Point of Contact Information:</b> 	
<b>POC Name &amp; Title:</b>	Mary Bylone First Selectman
<b>Address:</b>	127 Norwich Avenue, Colchester, CT 06415
<b>Email:</b>	selectman@colchesterct.gov
<b>Phone:</b>	860-537-7220
<b>Fax:</b>	860-537-0547



**FFY 2020 STATE HOMELAND SECURITY GRANT  
PROGRAM Region 4 MEMORANDUM OF AGREEMENT  
CHECKLIST**



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

**1.**

**Instructions for:** TOWN OF COLCHESTER

**Received by:** Sean C. Shoemaker, EMD

**For the MOA:**

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

**Authorizing Resolution Attached**

The Blanket Resolution Template includes the recommended language for the resolution. If you do not use this template, the resolution must reference the FFY 2020 Homeland Security Grant Program.

No other resolutions will be accepted.

Please note: The Fiduciary and Municipality shall complete Appendix A Custodial Ownership and Memorandum of Agreement (Appendix A), for any municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

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

**2.**

**Instructions for the Southeastern CT Council of Governments**

**Received by:** \_\_\_\_\_

**Review and Signature**

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

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

Please note: The Fiduciary shall complete Appendix A, Custodial Ownership, for any Municipality that takes ownership of equipment purchased with 2020 HSGP funds by the REPT. *(These documents are not attached to this MOA, but will be sent directly to the Fiduciary)*

**DUE DATE: October 20, 2020**

# MEMORANDUM OF AGREEMENT

## REGARDING USE OF FEDERAL FISCAL YEAR 2020 STATE HOMELAND SECURITY GRANT FUNDING AND CUSTODIAL OWNERSHIP OF REGIONAL ASSETS IN DEMHS Region 4

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

#### A. Introduction

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT Council of Governments (Fiduciary) and the Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for Federal Fiscal Year 2020 State Homeland Security Grant Program (SHSGP), Award No. EMW-2020-SS-pending. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. The DEMHS Advisory Council, through its Homeland Security Working Group, has approved the allocation formula for grant funds available under the SHSGP;
4. DESPP/DEMHS is retaining pass-through funds from 2020 SHSGP in the total amount of \$1,654,801 on behalf of local units of government, for the following eight regional set-aside projects designed to benefit the state's municipalities:
  - a. Regional Collaboration;
  - b. Enhancing Information and Intelligence Sharing and cooperation with Federal Agencies, including DHS;
  - c. Addressing Emergent Threats;
  - d. Capitol Region Metropolitan Medical Response System - MMRS;
  - e. Medical Preparation and Response; and
  - f. Citizen Corps. Program;
  - g. Enhancing Cyber Security; and,
  - h. Enhancing Protection of Soft Targets and Crowded Places.
5. DEMHS – in coordination and cooperation with the municipalities located within DEMHS Region 4 including TOWN OF COLCHESTER – has created, and established bylaws for, the Region 4 REPT, a multi-disciplinary, multi-jurisdictional regional group to facilitate planning and resource coordination within DEMHS Region 4.
6. TOWN OF COLCHESTER is eligible to participate in those Federal Fiscal Year 2020 SHSGP regional allocations made through the Region 4 REPT and not included in the set-aside projects, in the amount of \$382,156.80 for Region 4 which will be made available to the jurisdictions in Region 4 in the manner recommended by the Region 4 REPT in accordance with its approved bylaws, upon execution of the grant application and as accepted by the SAA.

#### B. Purpose of Agreement

The SAA and TOWN OF COLCHESTER enter into Part I of this MOA authorizing the SAA to act as the agent of TOWN OF COLCHESTER and allowing the SAA to retain and administer grant funds provided under 2020 SHSGP for the eight regional set-aside projects listed above, and also for The Southeastern CT Council of Governments to provide the financial and programmatic oversight described below.

#### C. SAA and TOWN OF COLCHESTER Responsibilities.

The SAA agrees to administer the SHSGP grant funds of \$1,654,801 in furtherance of the eight regional set-aside projects listed above.

TOWN OF COLCHESTER agrees to allow the SAA to provide financial and programmatic oversight of the \$1,654,801 for the purpose of supporting the allocations and uses of funds under the

2020 SHSGP consistent with the 2020 State Homeland Security Grant Application that has been reviewed and approved by the federal Department of Homeland Security and supported by the Initial Strategy Implementation Spending Plan (ISIP) as part of the Biannual Strategy Implementation Report (BSIR) approved by the Emergency Management & Homeland Security Council, now known as the DEMHS Advisory Council. TOWN OF COLCHESTER agrees to allow the SAA to hold, manage, and disburse the grant funds that have been reserved for the eight regional set-aside projects listed above.

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

TOWN OF COLCHESTER also agrees to allow the Southeastern CT Council of Governments to provide financial and programmatic oversight of the Federal Fiscal Year 2020 regional allocation not included in the eight regional set-aside projects in the amount of \$382,156.80 targeted to member municipalities in DEMHS Region 4 and recommended through the Region 4 REPT in accordance with its approved bylaws. Such funds will be applied to specific projects developed and approved by the Region 4 REPT and DEMHS.

**II. AGREEMENT REGARDING CUSTODIAL OWNERSHIP OF REGIONAL ASSETS**

**A. Introduction**

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

1. The parties to this part of the Memorandum of Agreement (MOA) are the State of Connecticut Department of Emergency Services and Public Protection (DESPP), including the Division of Emergency Management & Homeland Security (DEMHS), the municipality of TOWN OF COLCHESTER, the Southeastern CT Council of Governments (Fiduciary), and the DEMHS Region 4 Regional Emergency Planning Team (Region 4 REPT).
2. DESPP is the designated recipient and State Administrative Agency (SAA) of the United States Department of Homeland Security for grants awarded beginning in Federal Fiscal Year (FFY) 2004, up to the present time. DEMHS is the division of DESPP responsible for program management of the grants, including consulting with the DEMHS Advisory Council, and the DEMHS Regional Planning Teams to provide a coordinated and integrated program of emergency management and homeland security.
3. TOWN OF COLCHESTER has agreed to operate as the custodial owner of the asset(s) described in Appendix A, on behalf of TOWN OF COLCHESTER, the region, and if necessary, the State. (Please note: If a town takes ownership of assets, the Fiduciary will assist them in completing Appendix A. The Appendix will be added to this MOA).
4. The parties also agree that TOWN OF COLCHESTER may operate as the custodial owner of additional assets purchased on behalf of the Region from FFY 2020 grant funds, as approved by the Region 4 REPT, and DEMHS, which assets will be added to Appendix A by the Fiduciary within thirty (30) days of approval by the Region 4 REPT.
5. The Region 4 REPT has been established to foster regional collaboration and mutual aid through, among other things, collaborative plan development, resource sharing and coordination.
6. The Southeastern CT Council of Governments (Fiduciary) has agreed to operate as the fiscal agent for the federal SHSGP grants awarded to DEMHS Region 4 for Federal Fiscal Year 2020.

**B. Purpose.**

DESPP/DEMHS, the Region 4 REPT, Southeastern CT Council of Governments (Fiduciary), and TOWN OF COLCHESTER, enter into Part II of this MOA regarding asset(s) for which TOWN OF COLCHESTER agrees to be the custodial owner, and which are described in the approved 2020 Subgrant Application and will be added to this MOA as Appendix A.

**C. Agreements and Responsibilities of the Parties.**

**1. Definitions.**

As used in this MOA:

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

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

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

**3. Appendix A.**

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

**4. Responsibilities of Custodial Owner**

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

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

**5. Responsibilities of the REPT.**

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

**6. Assignment of Asset(s).**

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

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

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

**B. Authority to Enter Agreement.**

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

**C. Duration of Agreement.**

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

**D. Amendment of the Agreement.**

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

**E. Litigation.**

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

**F. State Liability.**

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

## G. Confidential Information

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

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

## H. Audit Compliance.

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

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

## I. Lobbying, Debarment, and Suspension.

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

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

**J. Executive Orders.**

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

**K. Non-Discrimination Clause.**

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

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

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



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

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

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

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

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

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

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

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

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

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

**M. Points of Contact.**

<b>1. The Point of Contact for the SAA</b>	
<b>Name &amp; Title:</b> Deputy Commissioner Regina Y. Rush-Kittle	
<b>Address:</b> 1111 Country Club Road, Middletown, CT 06457	
<b>Emails:</b> regina.rush-kittle@ct.gov and rita.stewart@ct.gov	<b>Phone:</b> 860-685-8531
	<b>Fax:</b> 860-685-8902
<b>2. The Point of Contact for TOWN OF COLCHESTER</b> (Please fill in the following fields)	
<b>Name &amp; Title:</b> Mary Bylone <span style="float: right;">First Selectman</span>	
<b>Address:</b> 127 Norwich Avenue, Colchester, CT 06415	
<b>Email Address:</b> selectman@colchesterct.gov	<b>Phone:</b> 860-537-7220
	<b>Fax:</b> 860-537-0547

**N. Other provisions.**

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

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

**THE** TOWN OF COLCHESTER \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executive Officer  
 Duly Authorized  
 Typed Name &  
 Title: Mary Bylone Fire Selectman

**SOUTHEASTERN CONNECTICUT COUNCIL OF GOVERNMENTS**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Its Chief Executive Officer  
 Duly Authorized  
 Typed Name \_\_\_\_\_

**MOA THE Region 4 REGIONAL EMERGENCY PLANNING TEAM**

By:

Date:

Its Chair  
Duly Authorized  
Typed Name: \_\_\_\_\_

\_\_\_\_\_

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

Date:

By:

Regina Y. Rush-Kittle  
Duly Authorized

\_\_\_\_\_

## Town of Colchester Interoffice Memorandum

**To:** Mary Bylone, First Selectman  
**From:** James Paggioli, Director of Public Works   
**CC:**  
**Date:** July 29, 2020  
**Re:** Award and Authorization RFP 2020-06 – Engineering Services for 16" Sewer Force Main Analysis and Design of Repair.

---

As discussed at a previous Board of Selectmen meeting, the repair of the 16" Sewer Force Main required an RFP for Engineering Services in order to conduct analysis and design the necessary repair for force main failure at the Airline Trail (Rapello Viaduct area) in East Hampton. RFP 2020-06 was advertised and responses requested to be submitted no later than July 2, 2020.

On July 2, 2020 The Responses for RFP 2020-06 were opened. The low bid submitted by Environmental Partners for the total amount of \$24,900 was submitted. The firm had contacted staff and conducted a significant amount of site and record investigation prior to submitting a bid. The firm has had identical experience in Plymouth MA and Nantucket MA, the references were verified, and with the preparation work already conducted by staff, they were prepared to submit their bid for the just the services required.

Staff received other calls during the pre-bid portion but there was hesitancy to commit to the schedule required by the RFP and to limit their work to just that portion of the force main. I am confident that Environmental Partners can provide the services that the RFP 2020-06 requires.

During the July 20, 2020 Regular Meeting of The Colchester Sewer and Water Commission, The Commission passed a motion to recommend to the Board of Selectmen, the Award of 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. Motion by R. Peter, Second by R. Silberman, Motion Approved: 6-0. See Item # 9 Attached Minutes.

In order for the project to continue and to comply with the purchasing policy, the Board of Selectmen acting as the WPCA for the Town of Colchester is required to award the RFP and authorize the First Selectman to sign all necessary documents.

**Proposed Motion: That the Board of Selectmen, acting as the WPCA of the Town of Colchester, award of 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.**



RECEIVED  
COLCHESTER, CT  
2020 JUL 29 AM 10:56  
*Gayle Funnari*  
GAYLE FUNNARI  
TOWN CLERK

## Colchester Sewer and Water Commission

Minutes of the July 22, 2020 Regular Monthly Meeting  
7:00 P.M Zoom Virtual Meeting -Colchester Town Hall.  
127 Norwich Avenue  
Colchester, Connecticut

**Members Present:** S.Coyle, R. Silberman (7:08), R. Peter, T. Hochdorfer,  
G. LePage, R. Segura  
**Members Absent:** K. Fagnoli  
**Others Present:** J. Paggioli (Public Works),

1. **Call to Order-** Chairman Coyle called the Regular Monthly meeting to order at 7:03 p.m.
2. **Additions to Agenda –** None.
3. **Approval of the Sewer and Water Commission June 24, 2020 Regular Monthly Meeting Minutes–** Motion to approve the minutes of the June 24, 2020 Regular Monthly Meeting Minutes as submitted, by T. Hochdorfer, second by R. Peter ; Motion approved 5-0. None Abstained
4. **Citizen’s Comments-**
5. **Subcommittee Reports**
  - A. **Finance – Transfers, Monthly financial reports, Quarterly billing, Disputes, other**

Transfers – Motion to approve the following transfer was made by R. Peter and seconded by R. Segura:  
Water : FY 20-21 As Part of the approved FY 20-21 Adopted Operating Budget. From 4004310 – 50274 (Transfers to Water Capital) the full budgeted amount of \$110,000; To 3053210 -36400 Water Capital Transfer In from Operating Budget.  
Motion Passed 6-0.

Disputes- FOI request for Water Main Information 572-584 Norwich Avenue, Record Maps made, Contact with local Surveyor made. Survey Field Work and location completed. Title information given to Surveyor, contact made with Mr. Reguin regarding Appraiser services. Awaiting delivery of maps.  
Monthly Financials – Discussion. It should be noted that collections for the month of April appear to be close to historical rates.  
Quarterly Billing –As of 6/30/2020 we have billed out 97.9% of the projected FY 19-20 budget and have collected 96.04%. (Sewer 98.6%/98.0% received) and Hebron + \$85,000 over anticipated revenue..

## 6. Water Activities

**A. Water Activities Report** –June to date. Note: Critical Infrastructure Social Distancing of Staff has been in effect since last week in March.

- 1) Service Work: Mark outs, Samples –Dist. And Source Finals. Profiles, Service Calls, respond to customers complaint issues and profile request.
- 2) New Developments – Building #2 Four Seasons, Bloom Energy .
- 3) Water Hauling – Halted with Voluntary Conservation Notice –Still in effect.
- 4) Prepare Consumer Confidence Report for 6-30-2020 submittal deadline and July Billing to customers. Done.
- 5) Main breaks: None- Main Street GPL Gas Main- claim against GPL Insurance – Submitted to liberty Mutual – They have agreed once invoiced.
- 6) CUSI Software update presentation and quote development.
- 7) Spray Park turn on, Repair Hydrant JJIS, Halls Hill Road,
- 8) Multiple Days CBYD Mark outs and field issues raised in support of Gas Line Construction.
- 9) Daily Inspection Airline Trail Spur Water Main Extension. Tested and passed Bac & Pressure. Meter
- 10) Inspect Beebe on Well 3A Building flushing- outlet drain, Pipe installation into raw water main into building.

## **B. Water Projects Status –**

- 1) General: The existing Utility Billing/Account History/Enterprise software CUSI, is no longer being supported by the developer Continental. The Software has become/ was not designed to operate with the new Badger meters. (Our existing meters are Model CE, next generation meters are the Model ME, however the present meters are Cellular based meter heads and this meter is the next supported meter and only one presently being supported by Badger). The Model CE meters are no longer available for purchase/ replacement. The upgraded Software is compatible with the Model CE & ME and Cellular based meters. A proposal was received from Continental and coordination was made with Badger such that an system wide meter replacement would not be required in order to transition to the present meter technology. (i.e. Cellular meters can be purchased as needed and individually). Update: In regards to cloud based or server based systems, the software update could be done at approximately 80% of the cloud based installation, along with no on-going hosting charges. In coordination with the IT of the Town, a new server to host the software and provide daily access to customers would be required, however at a cost of approximately \$4,800. This would be instead of the \$1,300 /month hosting fees. Return on invested would be recouped within 4 months. The onsite (Town Hall) server option was

chosen and quotes are being obtained by Town IT. CUSI has been informed of the direction to be made and is adjusting implementation of deployment. Novus Insight has agreed to conduct the required work as a “special project” outside of the normal IT functions for the Town.

- 2) Review of Gas Main Projects – Eversource Mill Street Revisions.

## 7. Sewer Activities

**A. Joint Facilities Report** – Meeting 7/21/20. Chairman Coyle discussed the approval of the funding for the acquisition of pre-owned Vac-truck replacement. The Vac-All is over 30 years old and would be replaced by a 6 year old model formerly owned by Waterbury, and purchased through a reseller from Agawam, MA. The crane truck replacement was delivered. And discussion occurred on the need to address the VFD overheating issues at multiple pump stations. Additionally the roof areas of the Waste Water treatment facility has a condition inspection survey conducted by the Garland Company.

**B. Sewer Activities Report** – Flatbrook Odor Control Station requires new controllers for oxygen injection pumps. Joint Facilities has been authorized to conduct the repair. **Update: Controllers placed on Hold due to Chemical Feed Non “Air injection” Odor control pilot system being proposed for Prospect Hill Pump Station.**

**C. Sewer Projects Status** – see Force Main Break under Old Business.

## 8. Old Business

- A) **Sewer Force Main Break** – Airline Trail East Hampton Rapello Viaduct area. See attached report and photos. Discussion and possible actions. As discussed last meeting, an RFP for Engineering Services was prepared and placed out to bid. Bid opening is July 2, 2020. Repair and bypass pumping invoices are being paid. Preliminary numbers are \$128,000 in bypass sewage trucking, Rental of bypass piping for up to 5 months \$92,000, repair services Del Ray - \$21,000, United Rental \$22,000, Hayward Construction – Paid \$96,000
- B) **Prospect Hill Pump Station** – Joint Facilities has check valve and are coordinating obtaining quotes for installation from Delray, Kovacs and New England Pump. Work to be conducted in July or August of 2020.
- C) **Joint Facilities Committee- Colchester request for Capital Planning Overview and Direction.** – During the Joint Facilities meetings the need for more concise Capital Planning along with Facilities Asset Management/Facilities Management practices has been identified by members of the Committee. Discussion to occur regarding concerns raised and the potential for direction to Joint Facilities Management in regard to above and possible Funding criteria policy regarding larger expenses in the future. On Going.
- D) **RFP 2019-08 Well 3A Well House and Associated Piping. Update** Delivery of the Building is scheduled for mid-August, Contractor is scheduled to **begin site work** the week of July 6., **Piping for well waste line and Raw Water piping is cut in to system.**

**E) Anticipated Capital Project Schedule – Discussion.**

At the meeting, a spread sheet will be handed out to the Commission with the anticipated Capital Projects and Cost/Funding/Schedule for discussion.

With the newly created Base Fee increase, and the return to water sales upon completion of the Well 3A project, it is anticipated that approximately \$130,000 per year will be available of Capital Projects without impacting rates. Discussion regarding timing and listing of priorities may be had.

**9. New Business –**

**A) Recommendation for Award of RFP 2020-06 Engineering Services for 16” Force Sanitary Sewer Force Main Analysis and Design of Repair, to Board of Selectman. – Discussion and Action.** On July 2, 2020 the bid submitted by Environmental Partners for the total amount of \$24,900 was opened. The firm had contacted staff and conducted a significant amount of site and record investigation prior to submitting a bid. They have identical experience in Plymouth MA and Nantucket MA, the references were verified, and with the preparation work already conducted by staff, they were prepared to submit their bid for the just the services required. Staff received other calls during the pre-bid portion but there was hesitancy to commit to the schedule required by the RFP and to limit their work to just that portion of the force main. I am confident that Environmental Partners can provide the services that the RFP 2020-06 requires. Proposed Motion: **The Colchester Sewer and Water Commission recommend to the Board of Selectmen the Award of 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. Motion by R. Peter, Second by R. Silberman , Motion Approved: 6-0.**

**10. Citizens Comments - None**

**11. Adjourn** - Motion to adjourn, by R. Silberman, second by T. Hochdorfer ;  
Motion approved 6-0. Chairman Coyle adjourned the meeting at 8:18 p.m.

Respectfully submitted,  
James Paggioli, Director of Public Works





## Colchester Youth & Social Services

127 Norwich Avenue, Suite 205, Colchester, Connecticut 06415

P: 860-537-7255 F: 860-537-1731 E: [youthservices@colchesterct.gov](mailto:youthservices@colchesterct.gov)

[www.colchesterct.gov](http://www.colchesterct.gov)



# Memo

**To:** Board of Selectman  
**From:** Valerie Geato  
**Date:** July 30, 2020  
**Re:** Grant approval

---

### Recommended Motion


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 2020-2021 and authorize the First Selectman to sign all necessary documents.

The application is attached, an unsigned copy has already been submitted due to time constraints and will be replaced with signed copy.

**LPC Town: Colchester      LPC Applicant: Colchester Youth & Social Services  
**Funding Application for Grant to Support Local Prevention Council****

1	Application Date July 30, 2020	Funding Start Date September 1, 2020 - June 30, 2021
2	Applicant Agency (Legal Name & Address)  Colchester Youth & Social Services 127 Norwich Ave. Suite 205 Colchester, CT 06415	Applicant Agency FEIN
3	Has a permanent Local Prevention Council been established? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	
4	Local Prevention Council name and address  Colchester Youth Service's Youth FIRST Coalition 127 Norwich Ave. Suite 205 Colchester, CT 06415	
5	LPC Contact Person (Programmatic)  Valerie Geato	Telephone Number/Fax Number  P: (860) 537-7255 F: (860) 537-1731
	Title  Director	Email Address  vgeato@colchesterct.gov
6	Contact Person (Fiscal)  same	Telephone Number/Fax Number
	Title	Email Address
7	List town(s) impacted/included in application Colchester	
8	Is litigation pending on any of the applicant organization's programs? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes      If yes, briefly explain below.	
<b>FUNDING SUMMARY</b>		
9	Total Program Budget  \$3907.40	Amount Requested  \$3907.40

**LPC Town: Colchester      LPC Applicant: Colchester Youth & Social Services  
**Funding Application for Grant to Support Local Prevention Council****

ATTESTATION			
10	I attest that to the best of my knowledge and belief, the information in this application is true and correct, the document has been duly authorized by the governing body of the contractor, the contractor has legal authority to apply for assistance, the contractor will comply with applicable state and/or federal regulations, and that I am a duly authorized signatory for the contractor.		
	Name (Print Or Type)	Title	Signature
	Valerie Geato	Director	
			Date
			July 30, 2020
AUTHORIZING SIGNATURE(S)			
11	In order for this application to be considered for funding, it must be signed by an official signatory of the prioritized municipality.		
	Name (Print Or Type)	Title	Signature
	Mary Bylone	First Selectman	
			Date
			July 30, 2020
12	If proposed activities involve the public schools in the prioritized community, the signature of the Superintendent of Schools (or designee) is required.		
	Name (Print Or Type)	Title	Signature
			Date

**13. Partnership(s)**

**A. Why was this partner(s)/community based-organization chosen?**

We are not partnering with a CBO

**B. What is the evidence of this partner(s)/community based-organization's capacity to manage community based coalitions?**

**C. What is the evidence of this partner(s)/community based-organization's commitment to the community?**

## 14. WORKPLAN (use as many pages as needed)

LPC Town Served: Colchester						
Service Type Code	Activity	Resources/Partners	Proposed Priority Population(s)	Estimated numbers served	Proposed Service Dates/Ranges (MM/YY)	
STC02	Survey all students in grades 6-12,utilizing SERAC survey and evaluation services	SERAC Colchester Public Schools	Youth	1,085	02/2021	
STN11	Vaping Prevention Social Media Campaign for youth and parents		Parents Youth	500	10/2020-5/2021	
STC013	Recruit at least two new coalition members, one being a new youth rep		Youth Parent	12	9/2020-12/2020	
STC014	Coalition members will participate in trainings related to the SPF as well as vaping/ ATOD trends	SERAC	Coalition Members	12	9/2020-6/2021	
STC015	Evaluate and compare youth and community survey data from 2019 and 2021	SERAC	Youth, Parents, General Community	15	3/2021-6/2021	
STC05	Hold at least 4 Coalition Meetings		Coalition Members	12	9/2020-6/2021	

**LPC Town: Colchester      LPC Applicant: Colchester Youth & Social Services  
**Funding Application for Grant to Support Local Prevention Council****

**15. Budget Narrative**

Please use or replicate the format below to complete your Budget Narrative and Budget Justification below for each line item. This budget amount is located in Appendix A. of the Announcement and should show exactly what requested dollars will purchase keeping the following in mind:

- Allowable administrative costs may not exceed \$599 or 15% of total funding.
- Honorariums not to exceed \$500.00.
- Allowable program expenses may include materials/supplies, equipment rentals, and programmatic food expenses; however, food expenses may not exceed more than 5% of the total budget for the entire funding period.
- Direct services for intervention or treatment are not allowed.
- Receipts must be maintained as you may need to submit them upon request.

<b>Budget Narrative</b>	
<b>Item(s)</b>	<b>Total Costs</b>
<b>Personnel</b>	
<b>Fringe</b>	
<b>Supplies, printing, postage</b>	2,387.40
<b>Travel</b>	
<b>Campaign/print materials/website</b>	1520.00
<b>Total Direct Charges</b>	
<b>Indirect Charges</b>	
<b>Total</b>	<b>3907.40</b>

**Please provide a Budget Justification for the items noted in the narrative above:**

The Coalition will develop a weekly vaping prevention campaign for parents. Facebook will be the primary platform, as well as Town website and email. The plan includes 6 new topics sponsored for 4 days each at \$30/day = \$720

The Coalition will also develop a campaign targeted to youth and utilize Instagram and other relevant platforms to poll kids and share information on vaping. 20 days x \$40/day = \$800

All students in grade 6-12 will participate in the SERAC survey in late Winter 2021, consistent with the timing of the 2019 survey. The cost of the survey is anticipated to be \$4,500, the balance will be paid by other grant funding.



## **School Readiness Program**

### **Background:**

This grant in the amount of \$159,375 for the 2020-21 school year is used to support the School Readiness program (tuition and administration costs). The additional \$3,881 for the Quality Enhancement component will be forthcoming. This grant is funded by the State Office of Early Childhood.

### **Recommendation #1:**

To approve the 2020-21 Competitive School Readiness Grant Application and for the First Selectman/Superintendent to sign the application.

# SCHOOL READINESS GRANT SIGNATURE PAGE

## GRANT PERIOD

September 1, 2020 to June 30, 2021

<u>COMMUNITY:</u> Colchester	
<u>APPLICATION CONTACT PERSON:</u> (Name, Address, Telephone, E-mail)  Cindy Praisner 315 Halls Hill Rd Colchester, CT 06415 860.537.0717 cpraisner@colchesterct.org	<u>ESTIMATED FUNDING:</u>  School Readiness: \$159,375 Quality Enhancement: Total: \$159, 375

We, Mary Bylone and Jeffrey Burt, the undersigned authorized chief administrative officials submit this proposal on behalf of the applicant agency, attest to the appropriateness and accuracy of the information contained therein, and certify that this proposal, if funded, will comply with all relevant requirements of the state and federal laws and regulations.

In addition, funds obtained through this source will be used solely to support the purpose, goals and objectives as stated herein.

**Signature: (Chief Elected Official)**

Name: (typed)

Mary Bylone

Title: First Selectman

Agency:

Town of Colchester

Date: \_\_\_\_\_

**Signature: (Superintendent)**

Name: (typed)

Jeffrey Burt

Title: Superintendent

Agency:

Colchester Public Schools

Date: \_\_\_\_\_



FISCAL YEAR 2021			
ED 114 SCHOOL READINESS BUDGET FORM			
<b>GRANTEE NAME:</b>	Colchester		
<b>GRANT TITLE:</b>	School Readiness Grant Program	<b>Grant Period:</b>	9/1/2020 to 6/30/2021
<b>Project Title</b>	School Readiness Grant Program	<b>Total Award:</b>	\$ 159,375.00
<b>Accounting Classification:</b> Fund 11000 SPID: 16274 Year: 2021 PROG: 83013/83014 CF1: 170002/170003			
<b>CODES</b>	<b>DESCRIPTIONS</b>	<b>Admin Budget</b>	<b>Space Allocation Budget</b>
100	Personal Services Salaries	\$ 6,375.00	
200	Benefits	\$ -	
300	Purchased professional and technical services	\$ -	
500	Other purchased services	\$ 153,000.00	\$ -
600	Supplies	\$ -	
	<b>Subtotals</b>	<b>\$ 159,375.00</b>	<b>\$ -</b>
		Original Date:	Revised Date:

**Municipality: Colchester**

September 1, 2020 to June 30, 2021

Line Items	NARRATIVE	ADMIN	SPACE ALLOCATION
<b>100</b>	<b>PERSONAL SERVICES</b>		
	School Readiness Liaison	\$ 6,375.00	
	<b>TOTALS</b>	<b>\$ 6,375.00</b>	
<b>200</b>	<b>PERSONNEL SERVICES / BENEFITS</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	<b>TOTALS</b>	<b>\$ -</b>	
<b>300</b>	<b>PURCHASED PROFESSIONAL AND TECHNICAL SERVICES</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	<b>TOTALS</b>	<b>\$ -</b>	
<b>500</b>	<b>OTHER PURCHASED SERVICES</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	Tuition to CASTLE	\$54,000.00	9 School Day
	Tuition to Colchester BOE @ Colchester Early Childhood Program	\$99,000.00	22 Part Day
	<b>TOTALS</b>	<b>\$ 153,000.00</b>	<b>\$ -</b>
<b>600</b>	<b>SUPPLIES</b>	<b>ADMIN</b>	<b>SPACE ALLOCATION</b>
	<b>TOTALS</b>	<b>\$ -</b>	



**FY 21 SCHOOL READINESS PROGRAM COUNCIL RECOMMENDED SITES SEPTEMBER 2020 - JUNE 2021**

List all sites approved for funding by the School Readiness Council within the community allocation for the grant period September 1, 2020 - June 30, 2021. For each NEW site/applicant, indicate Council scores.

COMMUNITY:												HEADSTART						
Program/Sites	FY 21 APPLICANT New Program/ite	Registry ID	Contact Name	Phone	Email	Score NEW FY 21 APPLICANTS ONLY	License #	License Exp. Date	Exempt DCEX # (if no DCEX leave blank)	Pending	NAETC ID#	NAETC Certificate Exp. Date	5-yr. Window Due Date	Application Submitted Date	Expiration Date of 1st (- month window)	YES	NO	
EASTLE inc. Caldwayer BOE @ Caldwell Early Childhood Program.	<input checked="" type="checkbox"/>	1210	Nicole Sargent 1712 Lady Of Mercy	(860)537-0214 (860)537-0717	nicole@castleid.org lsmear@caldwayer.org		14427	12/31/2020			723971 286497	4/1/2024 7/1/2023	6/30/2023				X	X



Ned Lamont  
Governor  
Susan Bysiewicz  
Lt. Governor

# STATE OF CONNECTICUT

## OFFICE OF EARLY CHILDHOOD



### COMMUNITY WAIVER APPLICATION FOR SCHOOL READINESS SCHEDULE VARIANCES

*Per CGS Sec.10-16q (3) (d) A town or school readiness council may file a waiver application to the office on forms provided by the office for the purpose of seeking approval of a school readiness schedule that varies from the minimum hours and number of days provided for in subdivision (1) of subsection (a) of section 10-16p or from the definition of a year-round program pursuant to subdivision (6) of subsection (a) of section 10-16p. The office may approve any such waiver if the office finds that the proposed schedule meets the purposes set forth in the provisions of section 10-16o concerning the development of school readiness programs and maximizes available dollars to serve more children or address community needs.*

**COMMUNITY:** Colchester

**TERM OF WAIVER:** September 2020 through June 2021

**Check the boxes for the waiver(s) requested for the space types funded in this community:**

- Full Day/Full Year request to operate 41 weeks in lieu of 50
- School Day/School Year request to operate 177 days in lieu of 180
- Part-Day/Part-Year request to operate 177 days in lieu of 180
- Extended Day/Full Year request to operate 41 weeks in lieu of 50 (*Priority districts only*)

**JUSTIFICATION:**

Programs offering full year space types are not able to operate for 50 weeks under this grant due to delay in the grant process as a result of the COVID-19 emergency. Programs offering full year space types were eligible to receive funding for the additional 9 weeks under the COVID-19 Emergency Summer Funding plan. The number of days programs are required to operate for school year and part-year space type requirements have been adjusted to align with the Connecticut State Department of Education modification of 2020-2021 School Year 180-day requirement.

Submitted on behalf of the Colchester School Readiness Council  
(Community)

by Dawn LePage on 8/14/2020  
(Co-Chair) (Date)

**Approved by:** Click or tap here to enter text.  
(OEC Representative)

**Date:** Click or tap to enter a date.

***Communities shall be provided with a copy of this waiver upon review and approval by the OEC. Please retain a copy for your records and provide a copy of the approved waiver to programs impacted by these changes.***

Phone: (860) 500-4412 · Fax: (860) 326-0554  
450 Columbus Boulevard, Suite 301  
Hartford, Connecticut 06103  
www.ct.gov/oec

*Affirmative Action/Equal Opportunity Employer*

**STATEMENT OF ASSURANCES**

STANDARD STATEMENT OF ASSURANCES GRANT PROGRAMS

The Statement of Assurances Signature Page included in this grant must provide the authorized signatures of the applicant agency (e.g., mayor and superintendent of schools). Please note that the authorized signatures of the eligible applicant must also be provided on the cover page of the grant application submitted with the grant (see application instructions).

*Applicants need only submit the Statement of Assurances Signature Page with submission of their grant application.*

**PROJECT TITLE:** SCHOOL READINESS GRANT PROGRAM FY21

**THE APPLICANT:** \_\_\_\_\_ **HEREBY ASSURES THAT:**

- A. The applicant has the necessary legal authority to apply for and receive the proposed grant;
- B. The filing of this application has been authorized by the applicant’s governing body, and the undersigned official has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the authorized representative of the applicant in connection with this application;
- C. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of the applicant;
- D. The project will be operated in compliance with all applicable state and federal laws and in compliance with regulations and other policies and administrative directives of the Connecticut Office of Early Childhood and the Connecticut State Department of Education;
- E. Grant funds shall not be used to supplant funds normally budgeted by the agency;
- F. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;
- G. The applicant will submit a final project report (within 60 days of the project completion) and such other reports, as specified, to the Connecticut State Department of Education for the Office of Early Childhood, including information relating to the project records and access thereto as the Connecticut Office of Early Childhood and Connecticut State Department of Education may find necessary;
- H. The Connecticut Office of Early Childhood reserves the exclusive right to use and grant the right to use and/or publish any part or parts of any summary, abstract, reports, publications, records and materials resulting from this project and this grant;
- I. If the project achieves the specified objectives, every reasonable effort will be made to continue the project and/or implement the results after the termination of state/federal funding;
- J. The applicant will protect and save harmless the Office of Early Childhood and the State Department of Education from financial loss and expense, including legal fees and costs, if any, arising out of any breach of the duties, in whole or part, described in the application for the grant;
- K. At the conclusion of each grant period, the applicant will provide for an independent audit report acceptable to the grantor in accordance with Sections 7-394a and 7-396a of the Connecticut General Statutes, and the applicant shall return to the Connecticut State Department of Education any

monies not expended in accordance with the approved program/operation budget as determined by the audit;

L. REQUIRED LANGUAGE (NON-DISCRIMINATION)

References in this section to "contract" shall mean this grant agreement and to "contractor" shall mean the Grantee.

a) For purposes of this Section, the following terms are defined as follows:

- 1) "Commission" means the Commission on Human Rights and Opportunities;
- 2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- 3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- 4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- 8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- 9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes §32-9n; and
- 10) "public works contract" means any agreement between any individual, firm or corporation and the State of any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Connecticut General Statutes § 1-120, (3) any other state; including but not limited to any federally recognized Indian tribal governments, as defined in Connecticut General Statutes § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

- b) (1) The Contractor agrees and warrants that in for performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the contractor agrees to provide each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §46a-68e and §46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56, 46a-68e and 46a-68f.; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes §46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.
- c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such



litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of the Section and Connecticut General Statutes § 46a-56.
- h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- M. The grant award is subject to approval of the Connecticut Office of Early Childhood and availability of state or federal funds.
- N. The applicant agrees and warrants that Sections 4-190 to 4-197, inclusive, of the Connecticut General Statutes concerning the Personal Data Act and Sections 10-4-8 to 10-4-10, inclusive, of the Regulations of Connecticut State Agencies promulgated there under are hereby incorporated by reference.
- O. The Connecticut Office of Early Childhood reserves the right to negotiate terms, including the withholding of funds, based on the grantee's inability to comply with the assurances.
- P. The Connecticut Office of Early Childhood reserves the right to de-fund sub-grantees of the School Readiness Council based on the sub-grantee's inability to comply with School Readiness General Policies.

SCHOOL READINESS FY2021

STATEMENT OF ASSURANCES SIGNATURE PAGE

We, the undersigned authorized officials, do hereby certify that these assurances shall be fully implemented.

**Signature of Chief Elected Official:** \_\_\_\_\_

Name: (please type) Mary Bylone

Title: (please type) First Selectman of Town of Colchester

Date: \_\_\_\_\_

**Signature of Superintendent:** \_\_\_\_\_

Name: (please type) Jeffrey Burt

Title: (please type) Superintendent of Colchester Public Schools

Date: \_\_\_\_\_

To Be Signed if the Fiscal Agent is other than the Municipality or the School District:

**Signature of Fiscal Agent:** \_\_\_\_\_

Name: (please type) \_\_\_\_\_

Title: (please type) \_\_\_\_\_

Date: \_\_\_\_\_

## JOB DESCRIPTION

Job Title: Police Corporal

Classification: Police, Full-Time, Union, Non-Exempt

Supervises: None

Union/Essential

Department: Police Department

Reports to: Resident Trooper

Created: July 1, 2020

### SUMMARY

Under the supervision of the Resident Trooper, the Police Corporal (CPL) is a specialized law enforcement position, which involves performing all of the assignments of an Officer First Class (OFC), which include by are not limited to responsibility for patrol, traffic investigation, traffic enforcement, criminal investigations, special projects, youth services, and other related areas of duty. In addition to these responsibilities, the Police Corporal functions in one or more of the specialized duties listed in Attachment A. The Colchester Police Commission, with the recommendation of the Resident Trooper, appoints this position.

### QUALIFICATIONS, KNOWLEDGE, SKILLS AND ABILITIES REQUIRED

- **Ten (10) years of continuous employment as an officer in the Colchester Police Department**
- **Clean performance record for thirty-six (36) months prior to application for the CPL with exceptions determined at the discretion of the Police Commission**
- **Meet the requirements for and perform an on-going task/responsibility other than the basic functions of OFC as listed in Attachment A**
- Knowledge of English language usage, grammar, and spelling.
- Considerable skill in specialized law enforcement techniques, self-defense, and use of police equipment and weapons.
- Considerable knowledge of police line operations (patrol, traffic, investigation) and support services.
- Knowledge of Colchester Police Department rules, regulations, policies, and procedures as well as the Connecticut State Police A&O Resident Trooper Manual.
- Knowledge of state and local traffic laws and ordinances.
- Knowledge of Town geography and demographics.
- Knowledge of criminal investigation, evidence collection, interviewing and interrogation.
- Ability to communicate effectively in both written and verbal formats.
- Considerable knowledge of the specific functional assignment as illustrated above.
- Considerable skill in the writing of arrest warrant applications, court reports, traffic accident reports and other documents associated with the specialized law enforcement duties.
- Ability to function effectively in adverse or emergency situations.
- Ability to interact effectively and courteously with persons of widely varied ethnic, religious, social, and economic backgrounds.
- Ability to comprehend and carry out verbal and written instructions.
- Ability to maintain good physical condition.

## JOB DESCRIPTION

Job Title: Police Corporal

Department: Police Department

Classification: Police, Full-Time, Union, Non-Exempt

Reports to: Resident Trooper

Supervises: None

Union/Essential

Created: July 1, 2020

### PHYSICAL REQUIREMENTS WITH OR WITHOUT A REASONABLE ACCOMMODATION

- Ability to push/pull/lift objects over 100 pounds, able to sit, stand or walk for prolonged periods. Must be able to remain in awkward or uncomfortable positions for long periods, such as restraining a suspect, bending or stooping such as when marking an accident scene. Able to perform simple motor skills such as directing traffic.
- Able to perform moderately difficult manipulative skills, such as handcuffing a resisting party.
- Able to perform task, which require hand-eye coordination such as firing a weapon and data entry.
- Must be able to see objects far away as in driving; able to see objects closely as in reading a shift report or reading a license plate; able to distinguish colors as in a vehicle, house color, or traffic signal. Able to hear normal sounds with some noise; distinguish voice patterns and communicate through human speech, as in communication via police radio or telephone.
- Ability to learn and use self-defense skills and standard police weapons.
- Ability to maintain required department physical fitness standards.
- Ability to function in extremes of weather conditions.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

### MENTAL REQUIREMENTS WITH OR WITHOUT A REASONABLE ACCOMMODATION

- Ability to focus on and execute assigned tasks with attention to detail for more than sixty (60) minutes and remember task/assignment for extended periods of time; able to understand and related to specific ideas generally several at a time.
- Ability to endure reasonably stressful work demands including interruption(s)
- Ability and willingness to learn new things and acquire new skills

### ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Perform general patrol duties.
- Enforce criminal and traffic laws.
- Investigate various crimes and traffic accidents.
- Investigate youth cases.
- Write reports on cases, complaints and investigations.
- Arrest and detain persons.
- Execute motor vehicle stops.
- Intervene in and resolve human relations problems/conflicts.

## JOB DESCRIPTION

Job Title: Police Corporal

Department: Police Department

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Reports to: Resident Trooper

Supervises: None

Union/Essential

Created: July 1, 2020

- Present evidence and testimony.
- Hold the required certifications and/or maintain the training required to perform the special duty qualifying the CPL for this rank, listed on Attachment A.
- Perform the duties associated with the special duty qualifying the CPL for this rank, listed on Attachment A.
- Perform other reasonable duties as assigned.

## KEY COMPETENCIES

- Possess a high school diploma or equivalent.
- Hold the rank of at least OFC
- Have completed ten (10) years of continuous employment as an officer in the Colchester Police Department
- Have a clean performance record for thirty-six (36) months prior to application for the promotion with exceptions determined at the discretion of the Police Commission.
- Must have completed requirements for CPR Certification, Basic First Aid and Narcan Administration
- Possession of a valid Connecticut Driver's License.
- Must be a U.S. Citizen or otherwise legally authorized for employment in the United States.
- Maintain Police Standards and Training (POST) certification for the duration of employment.

## WORK ENVIRONMENT

It is the policy of the Town of Colchester to provide a safe and healthy workplace for all employees. The Town of Colchester is committed to reducing and controlling the frequency and severity of work-related accidents. It is the responsibility of every employee to report all accidents, incidents and occupational illnesses, as well as any perceived hazardous conditions. While performing the duties of employment, it is the employee's responsibility to work in a safe and responsible manner. This includes following both OSHA and Town of Colchester safety policies.

## SCHEDULE

Hours of work and schedules are detailed in great specifics in the Collective Bargaining agreement between the Town of Colchester and the Colchester Police, AFSCME Council #4

## JOB DESCRIPTION

Job Title: Police Corporal

Classification: Police, Full-Time, Union, Non-Exempt

Supervises: None

Department: Police Department

Reports to: Resident Trooper

Created: July 1, 2020

Union/Essential

## CORPORAL JOB DESCRIPTION

### ATTACHMENT A

The following is a list of duties that Police Officers may perform that go beyond the basic functions of patrol and will be considered when they are applying for the promotion of Corporal:

- 1) **Firearms Instructor** – The department firearms instructor provides firearms training and instruction to all members of the department. Training is conducted throughout the year and includes annual POSTC required firearms qualifications, low light shooting training, malfunction drills, use of force education, and any remedial training necessary to assist officers in keeping proficient and confident with their issued firearms. Firearms instructors are responsible to maintain their POSTC Instructor Certification and document all training conducted with officers on POSTC-50-C Firearms Review Training Credit Reports to be filed in officer's training files. Firearms instructors also keep appropriate inventories of duty and training ammunition, range supplies and officer range safety equipment. Firearms instructors also perform and research ballistic studies as it relates to duty ammunition used by the department and may recommend changes in duty ammunition as needed.
- 2) **Pistol or Rifle Armorer** – The department armorer conducts monthly inspections on issued pistols and provides any necessary repairs or upgrades needed. The armorer also performs safety and function checks and makes necessary repairs to the department patrol rifles as needed. Armorers are the only individuals who can repair or modify department firearms to manufacturer standards.
- 3) **Department NESPIN/RISS Coordinator** – Coordinate with the New England State Police Information Network and take part in the Regional Information Sharing System, specifically as it relates to the property and recovery tracking system. RISS Coordinator will upload all Colchester pawned items weekly into the NESPIN/RISS database. This allows the police department the ability to search for missing or stolen property throughout New England and track possible suspects that may be pawning or selling stolen items related to larcenies and burglaries being investigated by Colchester Police Officers and other police departments on a nationwide basis.
- 4) **DUI / Special Enforcement Grant Coordinator** – The grant coordinator will apply for and administer the annual DUI enforcement grant. This includes documenting activity during

## JOB DESCRIPTION

Job Title: Police Corporal

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Union/Essential

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all phases of enforcement periods. The grant coordinator is also responsible for preparing and submitting all required documentation to grant administrators, etc.

- 5) **TASER Instructor and Armorer** – The TASER Instructor maintains his instructor status every 2 years through the AXON Training Academy. The TASER instructor conducts TASER training for all officers of the department on an annual basis and documents training hours and training materials used in TASER training files. The TASER armorer conducts quarterly downloads of TASER data and also performs data downloads of individual TASERS any time and officer utilizes their TASER in the field. TASER Instructors also keep proper inventory of all TASER training supplies needed for both annual training and field use.
- 6) **Department Drone Pilot** – The department Drone Pilot will be responsible for flying and maintaining the department Drone which will be utilized for multiple functions to include aerial mapping, searching for lost or endangered persons, surveillance of large events, ensuring compliance with state and local laws or executive orders and conducting reconnaissance for cases involving dangerous or hazardous conditions. The drone pilot is also responsible for maintaining his FAA Part 107 Drone License on a bi-annual basis.
- 7) **Active Shooter/Active Aggressor Instructor** – The active shooter/active aggressor instructor conducts training for officers of the department relating to proper response to incidents involving active violence and potential serious injury or loss of life. The instructor works with the LEC and Homeland Security Region #4 to provide monthly training for police officers of Southeastern CT during the LEC RECERT training sessions. The instructor also participates in regional preparedness drills and brings any new learned skills back to be utilized for training officers within the department. The instructor provides input for lockdown drills within schools, town buildings and large commercial businesses when needed. The instructor will also coordinate mutual aid training scenarios for area law enforcement that may be involved in responding to active shooter or active aggressor events in Colchester. The instructor documents training and maintains their POSTC Instructor Certification every three years through the POSTC Academy.
- 8) **Neighborhood Crime Watch Coordinator** – The coordinator will initiate neighborhood crime watches in areas of town on an as needed basis. The neighborhood crime watch coordinator's responsibilities may include: 1) Expanding the program and maintaining a current list of participants and neighborhood residents, including names, addresses,

## JOB DESCRIPTION

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Reports to: Resident Trooper

Supervises: None

**Union/Essential**

Created: July 1, 2020

home and work telephone numbers, email addresses, and vehicle descriptions. 2) Acting as liaison between Watch members, civic groups, and block captains. 3) Arranging neighborhood crime prevention training programs. 4) Obtaining and distributing crime prevention materials, such as stickers and signs. 5) Involving others to develop specific crime prevention projects. The goal of the coordinator will be to foster relationships within the community and have a positive impact on crime reduction, a better quality of life, a greater sense of security, responsibility, and personal control and building community pride and unity. The coordinator will prepare citizens in our community to ultimately become the extra "eyes and ears" of the Colchester Police Department.

The aforementioned list of duties provides examples of duties considered when officers are applying for the promotion to Corporal. This list is not all-inclusive as there may be other essential tasks and duties needing to be performed within the department. Those tasks or duties would be evaluated on a case-by-case basis as the needs of the department change. Officers applying for promotion will have an opportunity to discuss their specific duties and tasks and provide feedback or clarification to the members of the Police Commission as needed. Additional qualifying duties will be determined by the Police Commission.