

Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Agenda
Regular Meeting
Thursday, February 21, 2019 @ 7:00 PM
Colchester Town Hall**

1. Call to Order
2. Additions to the Agenda
3. Citizen's Comments
4. Consent Agenda
 - a. Tax Abatements
 - b. Approve Minutes of the February 7, 2019 Board of Selectmen Meeting
5. Boards and Commissions – Interviews and/or Possible Appointments
 - a. Board of Selectmen – Resignation of James Ford
 - b. Conservation Commission – Michelle Renee Kosmo possible appointment as an alternate member to expire 10/1/2021
 - c. Economic Development Commission
 1. Bernard Dennler III possible appointment as a member to expire 10/1/2023
 2. Lisandro Suarez to be interviewed
 - d. Fair Rent Commission and Recreation Commission – Shelby Vance to be interviewed
 - e. Housing Authority – Cathy Forcier to be interviewed
6. Discussion and Possible Action on Colchester Connections Fee
7. Discussion and Possible Action on Recreation Facility Reservations/Special Event Policy
8. Discussion and Possible Action on Recreation Refund Policy
9. Discussion and Possible Action on 57 Fest Funding
10. Discussion and Possible Action on Senior Center Copier Lease
11. Discussion and Possible Action to Approve an Appropriation from Fund Balance of \$45,000 for Purchase and Attorney Fees for the Property 108 Mill Street
12. Citizen's Comments
13. First Selectman's Report
14. Liaison Reports
15. Adjourn

RECEIVED
COLCHESTER, CT
2019 FEB 14 PM 2:08
TOWN OF COLCHESTER
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes
Meeting Minutes
Thursday, February 7, 2019
Colchester Town Hall @ 7:30pm**

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

MEMBERS ABSENT: none

OTHERS PRESENT: Town Clerk G Furman, Registrar D Mrowka, Public Works Director J Paggioli, Library Director K Byroade, BOE M Bylone, BOF R Tarlov, D Turner, L Akerman and clerk T Dean

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COLCHESTER
2019 FEB 11 PM 1:36

1. **Call to Order**
A Shilosky called the meeting to order at 7:42 pm.
2. **Additions to the Agenda – none**
3. **Citizen's Comments – Nan Wasniewski regarding Norton Paper Mill property on Westchester Rd.**
4. **Consent Agenda**
 - a. Tax Abatements
 - b. Approve Minutes of the January 17, 2019 Board of Selectmen Meeting
 - c. Approve Minutes of the January 28, 2019 Special Board of Selectmen Meeting
 - d. Approve FFY 2018 State Homeland Security Grant Program Region 4 Memorandum of Agreement

R Coyle moved to approve the consent agenda, seconded by S Soby. Unanimously approved. MOTION CARRIED
5. **Board and Commissions – Interviews and/or Possible Appointments**
 - a. **Economic Development Commission – Bernard Denrier to be interviewed**– was interviewed
 - b. **Conservation Commission – Michelle Renee Kosmo to be interviewed** – was interviewed
6. **New Town Website Demonstration – K Byroade, G Furman and T Dean presented the new town website**
7. **Discussion and Possible Action on Purchasing Land Record Management System through Info Quick Solutions, Inc.**

S Soby moved to authorize the First Selectman to sign a contract from Info Quick Solutions Inc. to allow the Town Clerk's office to purchase their Land Record Management System for the Town's Land Record Recordings, seconded by D Mizla. Unanimously approved. MOTION CARRIED.
8. **Citizen's Comments – none**
9. **First Selectman's Report - none**
10. **Liaison Reports**

S Soby reported on P&Z – continue public hearings on signage regulations.
Health District – continue the budget process, with a hearing on Tuesday. Working to identify the next Health Director.
R Coyle reported on the Paramedic Program – joint Board of Selectman and Board of Finance meeting scheduled on 2/20 at 6:30pm. Fire Chief Cox is working with a consultant. BOF R Tarlov and the Chief will meet next Thursday to review the financials of the program. S Soby stated the responsiveness of the Chief has been excellent, as well as the helpful information he has provided.
D Mizla reported on Park & Rec – 2/25 there will be a trivia night at Inishmor, the proceeds will go to the campership fund. 4/27 is the Spring Cleanup. Recreation Director is looking at a lot of current programs and processes from scratch.
Youth Services – Community Conversation on 4/3 will review the survey that went out to the school kids regarding drugs and other topics. Summer program survey has gone out to parents. School Resource Officer Suhecki will be retiring at the end of this school year.

11. Executive Session to Discuss Real Estate Transaction

R Coyle moved to enter into executive session to discuss Real Estate Transaction, seconded by S Soby. Unanimously approved. MOTION CARRIED.

Entered into executive session at 8:38 p.m.

Exited from executive session at 8:41 p.m.

12. Discussion and Possible Action on Real Estate Transaction

S Soby moved to approve the purchase of the property at 108 Mill Street with an amount not to exceed \$45,000 and authorize the First Selectman to sign all necessary documents, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

13. Adjourn

J Ford moved to adjourn at 8:42 p.m., seconded by S Soby. Unanimously approved. MOTION CARRIED.

Respectfully submitted,



Tricia Dean, Clerk

Thursday, February 08, 2019

Mr. Arthur Shilosky, First Selectman

Town of Colchester

Town Hall

Norwich Ave.

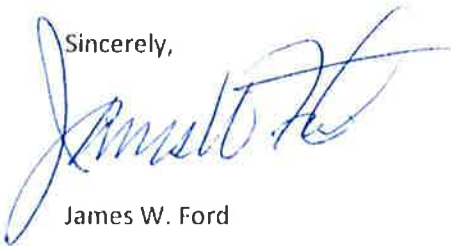
Colchester, CT 06415

Dear Art,

Following up on our recent discussion I regret that I will have to resign from the Board of Selectmen effective the last day of February ,2019. My recent medical diagnosis mandates my complete attention and I will not be able to perform the duties as a Selectman.

I understand the suddenness of this notice and am sure you understand the necessity to devote my full attention to addressing my condition. I have enjoyed my brief time as a board member and will be happy to assist in any way I can in my remaining time as a Selectman in Colchester.

Sincerely,



James W. Ford

CC: Members of the Board of Selectmen



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 2/11/19

BOARDS & COMMISSIONS APPLICATION

Name: Lisandro Suarez

Address: 691 Norwich Ave Colchester, CT. 06415

Home Phone: 860-537-6496 Email lsuarez20042004@yahoo.com FAX: _____

Cell Phone: 860-490-0878 Town Residency 28 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Economic Development

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

High School: Liceo Gustavo Herrera, 5 years, Science. Yes

College: MBA, MS Geology, MS Natural Resources. BS Electrical Engineering. AS Civil Engineering Technology. Graduated. Currently working on another MS Emergency Management

Trade, Business _____
Or Correspondence _____
School _____

CONTINUED ON REVERSE SIDE

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

CT DEEP, 14+ yrs, 79 Elm St, Hartford, CT. Environmental Analyst. Presently employed
Redland Brick, 8+ yrs, 1040 John Fitch Blvd, S. Windsor, CT. Process Manager. Left to attend school, PhD program

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

Why are you interested in serving? To serve my community in any way I can

Do you have any experience or familiarity with this area? Development of Brownfields

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

Which ones? Possibly. Planning & Zonning, Water & Sewer

Date: _____

Signature: _____

LISANDRO SUAREZ
691 Norwich Avenue, Colchester, CT 06415
(860-537-6496)
e-mail: lsuarez20042004@yahoo.com

EDUCATION *University of New Haven, West Haven, CT*
M.S. in Emergency Management, (Exp Spring 2020)

University of New Haven, West Haven, CT
Master in Business Administration, (1/16/16)

University of Connecticut, Storrs, CT
M.S. in Natural Resources: Land, Water, and Air, (Hydrogeology) (8/24/2010)

University of Connecticut, Storrs, CT
M.S. in Geological Sciences, (5/5/2007)

University of New Haven, West Haven, CT
B.S. in Electrical Engineering, (6/7/1987)

Three Rivers Community College, Norwich, CT
A.S. in Civil Engineering Technology, (6/4/1995)

PUBLICATIONS: *The Use of Resistivity and Ground Penetrating Radar Techniques in the Determination of Clay Reserves for the Brick Industry*. Geological Society of America, Abstracts with Programs, Vol. 35, No. 3, February 2003, Boulder, Colorado

Geochemical Analysis, The Use of Resistivity and Ground Penetrating Radar as Tools to Manage a Clay Mine, Applied to the Brick Industry. SAGEEP 2004, Environmental and Engineering Geophysical Society, Proceedings, pp. 1511-1520, February 2004, Colorado Springs, Colorado

Electrical Conductivity of Clay and Its Identification using Resistivity Methods. Connecticut Conference on Natural Resources, March 2009, Storrs, Connecticut.

The Integration of GIS and Geophysical Techniques to Determine the Best Land Available for Biodiesel Farming. Connecticut Conference on Natural Resources, March 2009, Storrs, Connecticut.

Evaluation of Turbidity Acidification During Sampling and Analytical Preparation as the Cause of Observed Manganese Anomalies in Drinking Water Wells, Connecticut Conference on Natural Resources, March 2010, Storrs, Connecticut.

AWARDS

- "Fundacion Gran Mariscal de Ayacucho" Scholarship, (1982-1987).
- 2004-2005 Pre-doctoral Fellowship Award, Univ. of Connecticut.
- 2009 Center for Environmental Sciences and Engineering Award, Univ. of CT.
- 2009 Connecticut Institute of Water Resources Award. "*Evaluation of Turbidity Acidification During Sampling and Analytical Preparation as the Cause of Observed Manganese Anomalies in Drinking Water Wells*"
- State of Connecticut "2009 GreenCircle Award"

LISANDRO SUAREZ RESUME

CERTIFICATIONS

- 40-Hour Health and Safety Course for Hazardous Waste Operations and Emergency Response.
- MS Access 2000 Certification.
- Quality Control and Assurance Inspector Certification.
- CPR, First Aid, Blood Borne Pathogens
- Mining Safety and Health Administration (MSHA) Instructor Certification.
- Community Emergency Response Team Certification.
- AdWords Google Certified

WORK HISTORY

DEPT. OF ENERGY AND ENVIRONMENTAL PROTECTION (DEEP), Hartford, CT
ENVIRONMENTAL ANALYST II, (12/04 – Present).

- Responsible for the management of post-closure care activities, expenditures, and recommendations for improvement of the landfills in Connecticut. Post-closure activities include the management of all environmental permits for the landfills (i.e. NPDES, e-GGRT, NetDMR, SMRs), and service contracts for post-closure care (i.e. landscaping and snow plowing, gas collection and combustion system operation, engineering services, environmental sampling, data collection and reporting, security systems, emergency generators, wildlife monitoring, and animal nuisance control).
- Served as a regulatory project manager for over 200 sites being investigated and remediated in accordance to federal and state environmental regulations.
- Conducted environmental sampling, investigation, and remediation functions at sites posing significant impact to human health and the environment including National Priority List, State Superfund, and environmental enforcement sites.
- Worked in conjunction with the State Attorney General Office and other parties to enforce payment of settlement agreements.
- Generated, planned, and coordinated activities to ensure the investigation and remediation of contaminated potable wells and the provision of alternate water supplies to affected residents through the Potable Water Program.
- Evaluated water supply needs for homes that have their drinking water wells impacted by historical use of pesticides.
- Contracted and coordinated the installation of Soil Venting Systems.
- Ensured evaluation and full coordination of permit activities, environmental documentation and enforcement activities with other federal, state, municipalities, special interest groups, and applicants. Activities may include pre-application consultation, public notice/public hearing, project evaluation/public interest review, wetland and wildlife evaluations, alternative evaluations, cumulative impacts, preparation of documentation, preparation of statement of findings, processing of Environmental Land Use Restrictions, Stewardship, Water Diversion, and Temporary Authorization of Discharges.
- Performed preliminary environmental risk assessments of more than 100 abandoned mills.
- Coordinated efforts with US EPA (Superfund Program) and the Department of Economic and Community Development to promote the safe reuse and redevelopment of blighted abandoned properties and Brownfields.
- Administered the EPA-DEEP Superfund Core Grant that funds and supports Environmental Response, Compensation, and Liability Act (CERCLA) activities through a cooperative agreement.
- Provided educational outreach to schools.
- Voluntarily assisted with surface water monitoring programs by performing biological community, water chemistry, and temperature monitoring surveys of rivers and streams.
- Provided technical consultation to municipal, state, federal officials and the public.

LISANDRO SUAREZ RESUME

- Served on interdisciplinary teams as the subject matter expert on hydrogeologic and geochemical issues. As such, I was an active member of the following workgroups: “Beneficial Use of Solid Waste”, “Soil Vapor Sampling Standard Operating Procedures”, “Laboratory Quality Assurance and Quality Control Guidance”, “Data Quality Assessments and Data Usability Evaluations”, “Reasonable Confidence Protocols for Extractable Petroleum Hydrocarbons (EPH) and Volatile Petroleum Hydrocarbons (VPH)”, “Use of Filters in Groundwater Sampling” (Workgroup Leader), “In-Situ Groundwater Treatment” (Workgroup Leader), “Well Design and Construction Technical Guidance” (Workgroup Leader), “Monitored Natural Attenuation” (Workgroup Leader), “Soil and Groundwater Background”.
- Wrote technical guidance documents titled: a) “*Use of Filters for Groundwater Sampling*”; b) “*Importance of Communication Between the Environmental Professional and the Laboratory During the DQA/DUE Process*”
- Developed and taught (partial) two courses for environmental professionals titled: a) “Overview of Technical and Regulatory Issues Associated with *In Situ* Remediation Technologies”; b) Laboratory Data Quality Assessment and Data Usability Evaluation for Environmental Investigation and Remediation Projects”.
- Trained seminar facilitators and division staff on environmental and regulatory issues.
- Assisted in the guidance development of Reasonable Confidence Protocols (RCPs) for Extractable Petroleum Hydrocarbons (EPH) and Volatile Petroleum Hydrocarbons (VPH).

REDLAND BRICK, INC., KF Plant, South Windsor, CT
PROCESS MANAGER, (4/96 – 9/04).

- Assisted the Plant Manager with daily manufacturing management and operations (\$50M annual budget).
- Accountable for quality (ISO), production, mining operations, employee training, and safety (OSHA and MSHA).
- Supervised three forepersons and 44 hourly union employees.
- Investigated customer complaints and provided results for final resolution.
- Responsible for plant compliance with all environmental city, state and federal regulations including stack emissions, wetlands, and storm water.
- Headed product development, testing and research of raw material and final product.
- Used geophysical methods (Ground Penetrating Radar, Exploration Seismology, DC-Resistivity, Core-Logging) and geochemical testing and analyses for characterization of the pit shallow subsurface.
- Field work included making close observations, taking samples, handling various types of instruments and equipment, assembling geologic data from source materials, and analyzing and reporting findings orally and in writing.
- Prepared written reports, including interpretations of surface and subsurface conditions and conclusions concerning the suitability of all earth materials and groundwater conditions.
- Applied technical knowledge and concepts of Geology as it relates to civil and geotechnical engineering, particularly embankments, foundations and excavations.
- Performed erosion studies of surface water runoff.
- Monitored drilling contractors to acquire soil, rock, and water samples as well as in-situ sampling and testing of earth materials.
- Acquired and interpreted GPS field data for construction of geologic maps of quarry.
- Used GIS software including ArcGIS to assist in making geologic interpretations, determinations, and documented the results.
- Used standard Microsoft Office Suite, video and photographic software to document geologic findings.
- Used RockWorks software to produce geologic logs and cross sections.

LISANDRO SUAREZ RESUME

- Investigated terrain slope failures and documented results.
- Conducted training in group and individual settings related to engineering geology and Mine, Safety and Health issues.

DOUGLAS RANDALL INC., Pawcatuck, CT
PRODUCT DEVELOPMENT ENGINEER, (9/95-3/96).

- Breadboarded circuits from block diagram and rough schematics.
- Designed, developed and troubleshooted relay and controller prototypes.
- Tested and monitored High Intensity Discharged and Metal Halide lamps.
- Performed failure analysis and testing on Solid State Relays and controllers.
- Prepared schematics, specifications and supporting documents for new products.
- Evaluated new electronic components for use in product line.
- Coordinated national and international product recognition certification.
- Assisted in the pre-construction design of plant facility.

TRATAROS CONSTRUCTION COMPANY, Brooklyn, NY
JUNIOR ENGINEER, (2/95-9/95).

- Reviewed shop drawings submissions for conformation with construction drawings and specifications for hospital construction.
- Incorporated amendments to building construction drawings.
- Coordinated the distribution, organization and filing of prints, drawings and sepias.
- Updated and maintained payroll certification and cost management documentation.
- Worked with surveyors in the field and assisted superintendant & project managers.

UNIVERSITY OF CONNECTICUT, Storrs, CT
RESEARCH ASSISTANT, (1/94-7/94).

- Researched polymers and other electrical insulation materials.
- Set-up single and three phase circuits, consisting of current transformers driven from a three-gang variable transformer, to test and evaluate the thermal performance of meter panels under very high currents.
- Grew trees on cross-linked polyethylene cable using accelerated aging techniques.
- Performed nondestructive testing and accelerated aging on polymers.
- Manufactured polyethylene and cross-linked polyethylene and semiconductor cross-sections from powder formulation using dry & isostatic pressing.

THREE RIVERS COMMUNITY TECHNICAL COLLEGE, Norwich, CT.
TUTOR, (9/93-9/95).

- Provided support to the Learning Assistance Center and Faculty in assisting students in the subject areas of: Math, Statistics, Physics, Chemistry and Electrical Engineering.

LISANDRO SUAREZ RESUME

GENERAL PHYSICS SERVICES CORPORATION, (US NAVY Contractor), Groton, CT. *TECHNICAL ASSISTANT II*, (1990-1992).

- Provided cost analysis on a submarine antenna system, developed several work breakdown structures, assisted in the production of Life Cycle Cost Analysis.
- Developed specifications for radar cross sectional requirements.
- Developed specifications for the electromagnetic interference/compatibility requirements.
- Provided graphics development, production of reports, drafting, and submissions.
- Provided technical editing and graphics for proposals.
- Created and developed and Environmental System Test Plan & Procedures manual.
- Researched on radar absorbing materials and radar cross section reduction, system engineering management plans and applicable military standards.
- Conducted a feasibility study: use of a data analysis system vs. serial bus analyzer.
- Supervised AutoCAD workgroup.

VOLUNTEER WORK

- Geological Society of America. (7/1/04 – 6/30/06)
Committee on Minorities and Women in the Geosciences Representative
- Town of Colchester, CT.
Member of *the Sewer and Water Commission* (May 2006 - September 2007).
- Town of Colchester, CT.
Member of the **Community Emergency Response Team** (May 2011 - Present).
- Medical Reserve Corps, Uncas Health District, CT.
Member of the **Virtual Operations Support Team** (Jan 2017 – Present).
- Interstate Technology Regulatory Council (ITRC)
Stormwater BMP Performance Verification Team Member. (Jan 2017 – Present).
Characterization and Remediation in Fracture Rock Team Member. (Jan 2017 – Present).
Implementing the Use of Advanced Site Characterization Tools Team Member.
(Dec 2017 – Present).

Economic Development Commission - 7 Members, 2 Alternates, 5 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Jean Walsh	U	860-537-8988	jean.0621@yahoo.com	12/15/2022
Vice-Chair					10/1/2018
Member	Heide Perham	D	860-993-5867	h.e.perham@gmail.com	10/31/2021
Member	John Dion	U	860-884-2069 860-334-7722 c	jpdion@att.net	10/31/2019
Member	Bruce Goldstein	R	860-537-7044 h	bruceg@paradiseagency.com	10/1/2019
Member					10/1/2019
Member	Michael Hinchliffe	R	860-537-2497	mwhinchlif@aol.com	10/31/2020
Alternate					10/1/2019
Alternate					10/31/2019

Economic Development Commission



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: 02/08/2019

BOARDS & COMMISSIONS APPLICATION

Name: Shelby Vance

Address: 292 Middletown Rd Colchester, CT. 06415

Home Phone: _____ Email shelbyshelby1313@yahoo.com FAX: _____

Cell Phone: 606.584.5942 Town Residency 1 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Fair Rent Commission + Recreation Commission

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

High School: Gull Lake High School- 4 years, required academics

College: Kalamazoo Valley College- 4 years, Studio Arts Degree

Trade, Business Rockwell Institute- Real Estate Broker
Or Correspondence
School _____

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

08/01/2017-12/21/2018 Fox Run Apartments- 5 Flintlock rd Ledyard CT 06339. Property Manager/Leasing Agent. Left to focus solely on Real estate.

11/21/2014-present Real Estate Agent- Realty Station Inc. Bremerton WA and William Pitt-Sotheby's Int. Realty Old Lyme office

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

Why are you interested in serving? Being involved in our community and specializing in real estate procedures. Educating and helping others.

Do you have any experience or familiarity with this area? Yes, Real Estate and Property Management background.

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

Which ones? Yes, Parks and Rec.

Date: 02/08/2019

Signature: _____



Fair Rent Commission-5 Members, 2 Alternates, 2 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	VACANT			10/31/2017
Member	Samantha Van Zilen	U	860-537-5849 sabowley@aol.com	10/31/2019
Member	VACANT			4/30/2020
Member	VACANT			10/1/2017
Member	VACANT			4/30/2016
Member	VACANT			4/1/2015

Parks and Recreation Commission-8 Members, 2 Alternates, Members=4 years, Alternates=3 years

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Eric Kundahl	R	860-267-0101	ekundahl@gmail.com	12/31/2018
Vice Chair	Tracy Loskant	U	860-267-5965	latix@live.com	11/30/2019
Member	Brenda Kniska	U	860-917-8171	bkniska@hotmail.com	11/1/2019
Member	Frank Ricci	U	860-537-2229	frankricci@gmail.com	11/1/2021
Member	Norm Kaplan	D	860-537-1457	nkaplan@snet.net	11/1/2021
Member	Matt Pulse	D	860-537-0173	mattpulse@gmail.com	11/30/2019
Member	Lynne Stephenson	D	860-537-0081		11/1/2019
Member	Kristen Moody	U	860-537-1400	moodyones@comcast.net	11/30/2022
Alternate	Steve Langelo	U	435-220-0606	codenamero@yaho.com	1/1/2019
Alternate	VACANT				11/30/2018

Parks and Recreation Commission

Housing Authority-5 Members, 5 year terms

<i>Position</i>	<i>Name</i>	<i>Party</i>	<i>Phone</i>	<i>E-mail</i>	<i>Expiration Date</i>
Chair	Janet LaBella	R	860-537-1128	janetobinlabella@gmail.com	11/30/2019
Member	Louis Delpivo	U	860-537-7787	ldelpivo@sbcglobal.net	5/1/2019
Member	Marion Spaulding	R	860-267-4677	marionspaulding@comcast.net	5/30/2021
Member	Denise Salmoiraghi	U	860-537-3395	mimis@sbcglobal.net	5/1/2020
Member	VACANT				5/30/2018
Agent	Robert Gustafson	D	860-537-3889-H	rguscha@sbcglobal.net	

537-5251-w / 204-2799-c

To: Art Shilosky, First Selectman
From: Tiffany Quinn, Recreation Director
Subject: Colchester Connections Fee
Date: February 14, 2019

Colchester Connections. This is the quarterly brochure that is mailed to each home as an insert in the Rivereast. Currently, the cost is @ \$950 per publication (@ \$3800 per year). The Chronicle publishes the brochure at no cost to us and they sell advertisements to cover their expenses. We pay for the mailing of the brochure in the Rivereast. We share the expense with the Library, Senior Center, First Selectman's Office and anyone else who submits department information. There is a "Community and Civic Organization" section in the back of the brochure. Several local organizations use this section to advertise their programs, events or meetings. There is no fee to the organization to include this information. Organizations that are included are the Garden Club, Colchester Community Theatre, Colchester Civic Orchestra, Colchester Dog Park, Colchester Giving Garden, Colchester Wildlife Habitat, CT Land Trust and more. We would like to charge all organizations that are included in the brochure. We need to fundraise or collect program money for this publication, so asking each group to chip in would be very helpful. We are suggesting the following:

Example: $\$950$ divided by # of pages = cost per page plus a \$20 fee to cover the pages that are advertising only.

The Fall brochure had 44 pages: $\$950/44 = \22 per page

1. Colchester Rec has 20 pages- fee would be $20 \times \$22 + \$20 = \$460$
2. Library has 6 pages- fee would be $6 \times \$22 + \$20 = \$152$
3. Senior Center has 3 pages- fee would be $3 \times \$22 + \$20 = \$86$
4. Planning and Zoning has 1 page- fee would be $1 \times \$22 + \$20 = \$42$
5. First Selectman office has 1 page- fee would be $1 \times \$22 + \$20 = \$42$
6. 7 organizations not currently charged- 1/2 page each $\times \$11 + \$20 = \$31$ each, \$217 total
7. Total collected to cover the expense - \$999

Motion Recommended: Motion to charge a fee for any local organization or town department wishing to advertise their events and program in the quarterly Colchester Connections. Fee will be established quarterly by calculating the total charge divided by the total number of pages. This will be the "per page" fee. In addition, each organization will be charged a flat rate of \$20 per quarter that they use the Colchester Connections.

Thank you for your interest and support.

To: Art Shilosky, First Selectman
From: Tiffany Quinn, Recreation Director
Subject: Facility Reservations/Special Event Policy
Date: February 14, 2019

The current policy includes a rain date policy and fees that are difficult to follow. It is also missing key verbiage necessary to ensure the Town properties and ordinances are followed by groups using these facilities. The attached document shows the requested changes. These changes need to be consistent in both policies.

Recommended Motion: Motion to update the Recreation Department's Facility Reservation Policy and the Special Event Policy as highlighted in the attached document.

Town of Colchester Field, Park and Facility Reservation and Rental Policy

1. Reservations by residents shall be accepted beginning **February** January 1, for use March 1-December 1 of each year. Proof of residency is required. Apply at Town Hall Parks & Recreation office at 127 Norwich Avenue or call 860-537-7297 for more information.
2. Non-residents may apply after March 1.
3. All applicants must sign the Indemnification & Release Form.
4. Organized groups must provide a Certificate of Insurance.
5. Permits issued for reserved spaces only.
6. All permits shall be issued on a first come, first serve basis.
7. RecPlex pavilion reservations are for the shelter only. The Splash Pad/Playgrounds cannot be reserved.
8. Rental fees are for reservation of facility, regardless of actual use. No refunds will be issued for reservation or rental fees paid to secure any date at a field, park or pavilion.
9. There may be a limited number of picnic tables at the Pavilion if there is an event scheduled on the Town Green on the same day. All Town Green events take precedence. The normal number of tables at the Pavilion is usually twelve (12) (minimum 4, maximum 12).
1. The Pavilion is not available for rentals during Summer Day Camp unless special arrangements are coordinated with the **Recreation** Director. Camp is held at the pavilion late June through mid-August, **Monday-Friday** between 7:00am-6:00pm.
2. **The use staples on picnic tables and structures is prohibited.**
3. **You will be responsible for providing your own trash bags, picking up and removing your trash.** This is a courtesy to others who may be using the facility after you. We appreciate your cooperation in this matter.
4. There are to be **NO ALCOHOLIC beverages and NO SMOKING** on any Town property.
5. There are to be no **livestock, food vendors, pools, sprinklers or inflatables** used on any Park/Town property, **without prior approval from the Recreation Department.**
6. All posted Park rules must be followed.
7. **All fees must accompany the application for a reservation to be made.**
8. **All damage to the facilities, parks, fields or facilities will be the financial responsibility of the permittee.**
9. **No parking or driving of vehicles are allowed on any fields or parks without prior permission from the Town of Colchester.**
10. **The Town of Colchester reserves the right to cancel a permit at any time.**
11. **Any permit changes must be approved by the Recreation Department.**
12. **PLEASE NOTE:** The permit allows the use of the space. All event plans must meet Town, State and Federal laws, rules, charters and ordinances.
13. **Special Events:** Please see the "Special Event" section for required forms and information. Approval for special events must be obtained from all departments as it pertains to the plan. This includes, but is not limited to: offices of Chatham Health,

Public Works, Police, Fire, Building, Recreation and Fire Marshal. All signatures are due to the Recreation Department no less than 2 weeks prior to the event. Failure to secure signatures or departmental approvals may result in event cancellation.

Approved by Board of Selectman 10/6/16 2/19

2014-15 2019-2020 Colchester Recreation Complex Light Fees

Field	2019-2020 Rate
R1	\$15.00
R2	\$30.00
R3	\$22.00
R5	\$3.00
R8	\$19.00

These fees for usage of the sports field lights will be effective April 1, 2019 through April 1, 2020:

1. Those wishing to use the sports field lights must submit a facility reservation application with the Parks & Recreation Office.
2. Endorsed sport leagues will be billed on a monthly basis for usage.
3. All other reservations will be billed in advanced for scheduled usage.

2019-2020 Colchester RecPlex Reservation Fees

Non Refundable Reservation Fees for RecPlex Pavilion and Fields:

<u>Resident</u>	<u>Non-Resident</u>
\$80 for 4 hours	\$160 for 4 hours
\$160 for 8 hours	\$320 for 8 hours

2019-2020 Colchester Town Green Reservation Fees

Reservation Fees for Special Events on the Town Green:

Fri. – Sun.: Sunday-Saturday: \$50/day non-refundable fee for all Town Green reservations. Reservations must include the event, setup, breakdown and rain dates.

***Need to state who is exempt from the fee: BOE, Town Departments, etc.?**

Reminder that their reservations will prevent all other requests, therefore resulting is a potential loss of revenue.

Mon. – Thu.: \$50/day non-refundable fee for event day, setup and breakdown. Rain Dates will be scheduled without a fee. If a rain date is selected by another organization for use, the initial organization will be required to pay the \$50/day fee to secure the date. If a rain date is used at any time, a \$50 fee will be assessed.

4.2 -Policy Governing Issuance of Special Events Permits for Town of Colchester Public Facilities

DEFINITION: A special event is a public function that is open to the community at large.

Examples of special events would include:

- Parades
- Marathons and fun-runs
- Motorized vehicle races or contests
- Circuses, fairs and rodeos
- Outdoor music concerts, shows and exhibitions
- Other outdoor cultural events and community festivals
- Street fairs
- Public Speaker events
- Large Town/BOE events
- Sports Tournament

PURPOSE: Special events present an opportunity to invigorate civic pride, to celebrate the social and cultural fabric of a community, and to encourage economic development. Because of their very nature as common grounds for recreation and enjoyment, public parks and recreation open spaces often provide the right atmosphere for the hosting of these celebrations. The purpose of this Administrative Order is to establish a standard procedure of application, evaluation and permitting of special events in town-owned and operated park and recreation facilities, in an effort to:

- Ensure events remain for public park purposes only;
- Provide broad public benefit;
- Respect park capacity, infrastructure and adopted general plan;
- Ensure compatibility and sympathy with surrounding land uses as well as natural, cultural and historic park resources;
- Meet the conditions of the Codes of the Town of Colchester, and,
- Minimizes negative impacts to the health, welfare and safety of the public.

A special event permit shall be required for the following activities:

- a) An organized formation, parade, procession or assembly of more than one hundred (100) participants (may include people, animals, vehicles or any combination thereof); that assemble or travel in unison on any public street, highway, alley, sidewalk or other public way.
- b) Any organization formation, parade, procession or assembly which either (1) may impede, obstruct, impair or interfere with free use of a public street, highway, alley, sidewalk, or public way owned, controlled, or maintained by the Town or (2) does not comply with normal or usual traffic regulations or controls.
- c) Any outdoor activity of a group of more than one hundred (100) persons on Town-owned, controlled or maintained property such as town parks and open space, where a standard reservation or facilities use permit has not been granted.
- d) Any activity on public property that could reasonably be expected to require provision of public safety services.
- e) Any activity on public property that involves the placement of a tent, canopy, or other temporary structure (e.g. stage, bleachers), if that placement requires a permit from the Town's Fire Department or Building Division.

Exceptions to special event permit applications:

* Regular facility rental application and fees still apply to any permit that has been exempt from the special event status.

- a) Special events, as defined by this Administrative Order, do not include picnics, weddings, funerals or elections.
- b) Activities conducted by governmental agencies acting within the scope of its authority.
- c) Groups using picnic shelters at town parks where a shelter reservation and facilities use permit has been requested and granted. The group must not exceed/violate any other noise, facilities use or public safety regulations.
- d) Events conducted by local elementary schools, middle schools, high school that are conducted on their own grounds and property, which will not significantly impact traffic flow on surrounding public streets or pose a risk to public safety.
- e) Lawful picketing and free speech activities that do not involve the use of vehicles, animals, fireworks, pyrotechnics or equipment (other than sound equipment).

SECTION I - SPECIAL EVENTS CLASSIFICATIONS:

Special events shall be classified according to their size by both the required staging area and number of people attending; their duration; and, their infrastructure support requirements (tents, parking, roads, and restrooms). The achievement of any one of the higher criteria shall qualify an event for the higher classification. For instance, if an event lasts for only two days but 7,000 people are expected to attend each day, the event shall be classified as a Class "D" event.

Class A - 1 Day or up to 250 total attendance, with minimal parking and infrastructure requirements, and compatible with public use of park sites.

Class B – 2-3 Days, or up to 500 total attendance, with moderate parking and infrastructure requirements and compatible with public use of parks and sites.

Class C – 4-6 Days, or up to 1,000 total attendance per day, with moderate parking and infrastructure requirements or limits on public use of park site.

Class D - 7 or more days, or 3,000+ total attendance per day, with heavy parking and infrastructure requirements or restrictions on public use of park site.

The Town of Colchester reserves the right to adjust or waive the limits of classification and/or duration as deemed in best interest of the town.

SECTION II - PARK RESTRICTIONS:

Mechanical Amusement Rides

Mechanical Amusement Rides will only be permitted at the Town Green and Recreation Complex. Mechanical amusement rides shall be allowed only in parks, with restrictions placed on location, and their impact on the welfare and safety of both the public and the park site.

Noise

The Town of Colchester prohibits unreasonable and disruptive noise that is clearly incompatible with the normal activities of certain locations at certain times. Please refer to Town of Colchester Zoning Regulation 3.7.6.G.

No music or entertainment shall be allowed between the hours of 10:00 p.m. and 7:00 a.m., in such a manner as to be plainly audible at the park boundary. If either of these restrictions is breached, it will be considered a violation of the Code.

Failure to comply with requests to decrease noise to an acceptable level will result in notification to the Police Department. The Police Department has the authority to make an arrest. Failure to comply may also result in the revocation of a special events permit, and may prohibit the issuance of a permit for future events by the event organizer.

Fireworks

Events featuring fireworks must obtain a fireworks permit from the State Fire Marshal's office and local Fire Marshal, as well as any other appropriate municipal permitting jurisdiction.

Signage

Promotional signs are limited to the Community Events Board. Sponsorship banners and signage are allowed only within the designated event site and may be displayed **no more than two weeks prior to the event**. All signs and banners are hung by the Parks Maintenance crew and must be dropped off to the Parks and Recreation office two weeks prior to the event and will be moved immediately from the site following the event. Fees to hang the banner are included in the facility rental fee. All wording of signs and designated locations must be pre-approved by the Parks & Recreation Department.

Sandwich Board signs are limited to cultural arts performance promotion only; they must be less than 32 square feet in size (total of both sides) and must be set 15' back from the travel portion of the road. Signs and banners may require a zoning permit.

Alcohol is prohibited on a town property. Smoking is not permitted in any town park or on any school grounds. Dogs must be on leash on all town property (except for service dogs or with special permission from the town.)

SECTION III - APPLICATION PROCESS, REQUIREMENTS AND FEE SCHEDULE:

When an organization seeks to host a special event in a town parks and recreation facility, the event organizer must contact the Colchester **Parks and** Recreation Department for an Application Package. The Application Package shall include the following information:

- This policy
- Application for Use of Recreational Facilities Form
- Special Event Information Form
- Town Indemnification & Release Form
- Insurance F.A.Q.

Applicants will be required to resubmit the special events application annually by the end of January. In addition to the application, a description and definition of the event with proposed dates will be required. Applications will be valid for one year.

The Town of Colchester reserves the right to adjust or waive the limits of any special event in best interest of the town.

Special Event Permit Fee

Town Green: Sunday -Saturday: \$50/day non-refundable fee for event day, setup, breakdown and rain dates.

~~Mon. – Thu.: \$50/day non-refundable fee for event day, setup, and breakdown. Rain Dates will be scheduled without a fee. If a rain date is selected by another organization for use, the initial organization will be required to pay the \$50/day fee to secure the date. If a rain date is used at any time, a \$50 fee will be assessed.~~

Ruby Cohen Park: These need to be added to the reservation application: \$50/day/event (incl. setup/breakdown/rain dates)

Recreation Complex: \$50/day per field for event day, setup, breakdown and rain dates.
\$25 per field for each of the following time blocks: 7am – 12 pm/12 – 5pm/5pm – Closing

The following types of special events are **EXEMPT** from the application fee:

Events produced or sponsored by the Town of Colchester, the Board of Education, or their agents.

Additional Fees: The event organizer is responsible for full reimbursement to the town of any and all costs borne by the town. If any town staff and/or equipment are required to assist to operate or provide maintenance for an event, the town shall be compensated for the full cost of providing the support. The Town will make no capital investment in infrastructure to support the event.

14 days following the closing of the event, the department will invoice the event organizer for all applicable costs and charges. The event organizer will have 30 days to remit payment.

The event organizer will be required to provide the following information in addition to the permit fee:

- Application for Use of Recreational Facilities Form
- Special Event Information Form
- Town Indemnification & Release Form
- Insurance Certificate
- Event Description (Purpose, History, etc)
- Proposed Site Selection/Site Plan

SECTION IV - EVALUATION CRITERIA FOR APPROVAL: Priority will be given to pre-established, annual events. Not-for-profit organizations will be given priority over events or festivals which generate profit for the private sector. If the conditions have been satisfied to allow an event sponsored by a for-profit enterprise, the event organizer must provide evidence that:

- The event constitutes a community service;
- It is in the best interests of the general health, safety and welfare of both the participants and citizens of Colchester;
- There is little to no impact on and/or cost for town support services; and,
- The frequency and uniqueness of the event does not conflict with or replicate an already-existing festival or event.

If an event proposed by a for-profit corporation does not meet the established criteria, the application will be denied.

The event organizer will be notified within 14 days of receipt of its application whether the application has been approved for a Special Events Permit.

- The Parks & Recreation Facilities Subcommittee will forward its recommendation through the appropriate personnel to the Department Director for final approval.
- Once an application to host a special event is submitted to the Department, the Parks & Recreation Director, or designee, will provide the initial review for fulfillment of base criteria and guidelines, as well as any conflict with existing events.

All applications will be subject to the following evaluative criteria, as reviewed by the Facilities Subcommittee of the Parks & Recreation Commission:

- Classification of the event and its compatibility to the proposed park site's classification
- Appropriateness of event to public park purpose
- Performance History of event and event organizer (if applicable)
- Impact on park property and surrounding natural and cultural resources
- Impact on traffic conditions
- Ability to comply with all local permitting requirements
- Availability of town support services, such as parks grounds maintenance crews
- Impact on adjacent land uses and neighborhoods
- Duplication of existing town-permitted event
- Enhancement to tourism, economic development and quality of life
- Ability to generate positive local, regional or national media exposure
- Ability to generate revenues for the Department

The next step will be review and approval by all applicable Town departments, including:

- Board of Selectmen
- Police Department
- Building Official
- Fire Marshal
- Public Works
- Health Department
- Parks & Recreation

Once all departmental approvals are received, the Parks & Recreation Department will issue the official permit.

The Town is under no obligation to issue special events permits for use of its parks and recreation facilities. If an event is found to be incompatible with a proposed site's classification, a more appropriate park site may be suggested to the event organizer. An application will be denied if an event is found to:

- Be inappropriate to public park purpose.
- Exert adverse impact on a park and/or its surrounding infrastructure, natural or cultural resources.
- Exert significantly adverse impacts on the traffic conditions and/or adjacent land uses and neighborhoods.
- Have a history of poor performance in town parks.

At the Department's discretion, an application can be denied if a special event is found to replicate other events or to diminish the uniqueness of already established community celebrations.

SECTION V - REGULATORY AND PUBLIC SAFETY REQUIREMENTS:

Outside of the Parks and Recreation Department, many other agencies, including regulatory and public safety, require permits for the execution of a special event. These agencies set their own requirements and fees. It is the responsibility of the event organizer to obtain these permits:

At a minimum, the following must be obtained prior to the event:

Insurance

General Public Liability of \$1 million coverage, depending upon event activities

Automobile Liability Insurance of at least \$300,000. "Town of Colchester" must be listed as Certificate Holder and Additional Insured

Flow/Vehicle Parking

Event organizer will provide appropriate staffing to address parking needs.

Grounds and Public Works Maintenance

Public Works Director will review with event organizer the need for Public Works support staff.

All necessary Building and Zoning Permits

Approval of structural components, such as tents, electrical and handicapped accessibility, may be required.

Sanitation/Health

All food service concessions and restroom facilities must meet Public Health Code requirements. Temporary permits for food service concessions must be obtained prior to the event.

The following cases will require permits from the Department of Environmental Protection (DEP):

- Waste water disposal
- Recreation Vehicle (RV) waste water disposal

Portable Restrooms

The Town of Colchester will provide 2 water closets (1 regular/1 handicap) on the town green during the summer months. Any additional water closets required per General Statute are the responsibility of the event applicant.

Garbage Removal

Any special event that takes place on a town owned property must provide their own solid waste removal.

This may include dumpsters and/or roll-off trash receptacles, contracted by the event, as appropriate, as determined by the Public Works Director. The Public Works Director, or designee, will determine placement of all waste disposal containers and trash receptacles.

Fire Safety

Fire Marshal will conduct any and all necessary inspections, and determine staff requirements for each event.

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Fire Safety

Fire Marshal will conduct any and all necessary inspections, and determine staff requirements for each event.

To: Art Shilosky, First Selectman
From: Tiffany Quinn, Recreation Director
Subject: Refund Policy
Date: February 14, 2019

The refund policy was last updated in 2010. The current policy does well for customer service, but we actually lose money with this policy. Our software program charges up to 7% per registration. In the event that a refund is issued, these fees are not recouped. We believe that the proposed policy provides top level customer service and fiscal responsibility.

Current Refund Policy:

“Colchester Parks & Recreation stands behind all of its programs and activities with a satisfaction guarantee. If you are not completely satisfied, we will do what it takes to make things right.”

The procedure will be:

1. Ask what s/he disliked about a particular program
2. Ask how we can make it right
3. If a whole or partial refund is requested, ask for request in writing, including the reason for the request.
4. Refunds will be credited to a credit card, if that was the original payment method; otherwise, a refund may be left on account or sent by check.

Recommended Motion: Motion to update the Recreation Department’s Refund Policy as follows:

Refund Policy

Colchester Parks & Recreation stands behind all of our community offerings. All programs, events and activities are self-funded and must cover all costs associated with the activity. With that in mind, we will gladly help all participants with any registration or refund requests to the best of our ability.

Program or activity refunds: Refund requests must be made in writing. Refunds will be given if requested at least two weeks prior to the start of the program. Any request made within two weeks of the start of the program will be issued as a credit to the participants' account for future use. Once the program has started, no refunds or credits will be issued unless the program is cancelled by Colchester Recreation. Certain programs and bus trips may have a different refund policy based on the contract. Participants with extenuating circumstances may request a review of their case by providing written documentation of their situation to the Recreation Director. A \$15 cancellation fee will be charged for all refunds and credits requested by a participant.

Reservation/Rental refunds: No refunds will be issued for reservation or rental fees paid to secure any date at a field, park or pavilion.

Cancellation Policy

Programs may be cancelled if the minimum number of registrations are not met. In the case of inclement weather, please call the Recreation Office at (860) 873-5058, or check the website. Emails are often sent to registered participants of each program to notify them of program cancellations.

Thank you for your interest and support.

To: Art Shilosky, First Selectman
From: Tiffany Quinn, Recreation Director
Subject: 57 Fest Funding
Date: February 14, 2019

On behalf of the Recreation Commission, we have completed a permit to sponsor a car raffle to fund the 57 Fest. Troiano has generously offered to work with us in obtaining a new car. We intend to sell tickets at local events, area businesses, the Recreation Department office and through social media. We would limit the ticket sales to 800 tickets. The cost of each ticket is \$50. The raffle prizes are a new car and 8 weeks of free day camp. We are confident that we can sell 800 tickets given the valuable prizes. The financial risk would fall on the Program Fund- but we believe this to be minimal. Our calculations are:

- b. 800 tickets @ \$50 each = \$40,000 in revenue
- c. Expenses: ticket printing (estimated at \$200), permit fee (\$120), cost of the car (estimated cost at \$20,000) and the cost of 8 weeks of day camp (estimated value of \$1200). Total cost: \$21,520
- d. Cost of hold the 57 Fest: @ \$12,000 per year
- e. We would still ask for sponsorships, vendor fees etc., which we would estimate at \$3000
- f. Goal- to earn \$20000 to cover the cost of 2 years of the 57 Fest.
- g. Long Range plan- we would like to make this a bi-annual event if it is well received. In the future, we hope to work with additional businesses to raffle different items of value (John Deere tractor, truck, etc.)

The permit application is attached.

Thank you for your interest and support.



Town of Colchester
127 Norwich Avenue
Colchester, CT 06415

For Official Use Only

Application for a Permit to Conduct a Raffle

Instructions:

1. The completed form shall be submitted to: Town of Colchester, First Selectman's Office, 127 Norwich Ave. **at least fifteen (15) days prior** to the start of the raffle.
2. This application must include a sample draft of the raffle ticket.
3. Applying organization must be a qualifying non-profit functioning for a minimum of six (6) months.
4. Your application must be completed, signed, and accompanied by a check or money order made payable to: Town of Colchester

Name of Sponsoring Organization RECREATION COMMISSION			
If this organization previously held a raffle permit, list permit number:		FEIN	IRS Exempt Status Code 501(c) -
Street Address 127 NORWICH AVE		City COLCHESTER	State CT Zip Code 06415
Mailing Address (if different than above) "		City "	State " Zip Code "
Telephone Number (with area code) (860) 537-7297		Email Address recdinech@colchesterct.gov	
Contact Person for <u>this</u> Application TIFFANY QUINN	Contact Telephone Number (860) 790-0575	Contact Email Address ehaa@att.net	
Organization Category (check only one):			
<input type="checkbox"/> An educational or charitable organization		<input type="checkbox"/> An officially recognized organization or association of veterans of any war in which the U. S. was engaged	
<input type="checkbox"/> A civic, service, or social club		<input type="checkbox"/> An officially recognized volunteer fire company	
<input type="checkbox"/> A fraternal or fraternal benefit society		<input checked="" type="checkbox"/> A political party or town committee of the municipality in which the raffle is to be held	
<input type="checkbox"/> A church or religious organization			

Give the names of the three (3) Designated Active Members of the sponsoring organization under whom the raffle is to be conducted. These individuals will affix their signature to form CGR-2A. The three (3) Designated Active Members must be residents of the state of Connecticut.

First Name Eric	Last Name Kundahl	Telephone Number (with area code) 860-267-0101	Date of Birth 4/18/1967
First Name Brenda	Last Name Kniska	Telephone Number (with area code) 860-917-8171	Date of Birth
First Name Matt	Last Name Pulse	Telephone Number (with area code) 860-508-5445	Date of Birth 1/28/68

Ranking Officer Name Eric Kundahl		Title Chairman	Date of Birth 4/18/1967	
Residence Street Address 31 Pickered Lake Rd		City Colchester	State CT	Zip Code 06415

State the specific purpose to which the entire net proceeds of such raffle are to be devoted.

Fund to 57 fest / community events

I certify, under penalty of law (Sec. 53a-157b, Class A Misdemeanor), that the information provided on this application is the truth to the best of my knowledge.

Signature of Ranking Officer

Date

Signature of First Selectman

Date



**N. Maggie Cosgrove
Chief Financial Officer
Finance Department**

Date: February 14, 2019

To: Board of Selectmen

From: N. Maggie Cosgrove, CFO

Subject: Copier leases – Senior Center

Background

The 5 year copier lease for the equipment in the Senior Center ends on February 28, 2019. A proposal for a replacement copier with the same functionality has been obtained from Ricoh USA. The proposed lease payment is \$119 (current lease total \$124) per month for 60 months. This copier has network printer, scanner and fax machine capabilities. In addition, the copier has color copy/printing. There is a per image charge of \$0.008 for black & white images, and \$0.052 per image for color (current charge is \$0.058). This includes all service, toner, and drum repair/replacement. The lease agreement includes a non-appropriation clause. Funding is included in the budget for this lease.

Recommendation

Approve the lease of a new copier with Ricoh USA, Inc. for the period February 28, 2019 through February 28, 2024 and authorize the First Selectman to sign all necessary documents.

Image

Management

U.S. Communities Product Schedule

RICOH

Ricoh USA, Inc.
70 Valley Stream Parkway
Malvern, PA 19355

Product Schedule Number: _____

Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and COLCHESTER, TOWN OF, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the U.S. Communities Master Lease Agreement (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and _____. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

COLCHESTER, TOWN OF				SUE URBOWICZ			
Customer (Bill To) <u>95 NORWICH AVENUE</u>				Billing Contact Name <u>127 Norwich Ave</u> Finance Office Suite 203			
Product Location Address COLCHESTER CT. 06415				Billing Address (if different from location address) <u>Norwich</u> CT. 06415			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number 860-537-7266			Billing Contact Facsimile Number		Billing Contact E-Mail Address ap@colchesterct.gov		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
1	MPC 2504EX

Qty	Product Description: Make & Model

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 119.00	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
Guaranteed Minimum Images*		Cost of Additional Images*	
Black/White 0	Color 0	Black/White .008	Color .052
		Meter Reading/Billing Frequency <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	

* Based upon Minimum Payment Billing Frequency

° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
 Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

- The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the "*Image Management Commitments*" page attached to this Schedule (collectively, the "Commitments") are separate and independent obligations of Ricoh USA, Inc. ("Rico") governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.
3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images ("Additional Images"). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.
4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: <u>X</u> _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ Authorized Signer Signature</p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RICOH USA, INC.

IMAGE MANAGEMENT COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Rico"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's Normal Business Hours (as defined below). They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Product Schedule, will not increase in price during the Minimum Term of the Image Management Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding holidays (i) New Year's Day; (ii) Memorial Day; (iii) 4th of July; (iv) Labor Day; (v) Thanksgiving; (vi) Day after Thanksgiving; and (vii) Christmas Day). Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Ricoh reserves the right to assess a reasonable charge for supply shipments if you request overnight delivery. If Ricoh determines that you have used more supplies than the manufacturer's recommended specifications, you will pay reasonable charges for those excess supplies and/or Ricoh may refuse you additional supply shipments, or as otherwise agreed to by the parties. Optional supply items such as paper, staples and transparencies are not included, unless otherwise agreed to by the parties in writing. Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images.

RESPONSE TIME COMMITMENT

Ricoh will provide a one hour (1) phone response to service calls measured from receipt of your call. Ricoh will provide a four (4) business hour average response time for all service calls located within a major metropolitan area, and an eight (8) business hour average response time for service calls located fifty (50) miles or greater from a Ricoh service center for the term of the Image Management Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 95% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Product Schedule but may extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. Should a Product or an accessory not be able to be maintained in conformance with manufacturer's specifications, Ricoh shall, at its own expense, replace such Product with another unit of the same product designation as that Product and Ricoh shall bear all installation, transportation, removal and rigging charges in connection with the installation of such replacement unit; provided, however that (a) the replacement unit may be a reconditioned or otherwise used unit rather than a new unit; and (b) if a replacement unit of the same product designation as the unit of Product it replaces is not available, the replacement unit may be a product of substantially similar or greater capabilities. Ricoh shall re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. To ensure the most timely response please call 1-888-275-4566.

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. These Service Commitments shall be governed according to the laws of the State where your principal place of business or residence is located without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your implementation Schedule, your Product will ONLY be serviced by a "Rico Certified Technician". If any software, system support or related connectivity services are included as part of these Service Commitments as determined by Ricoh, Ricoh shall provide any such services at your location set forth in the Product Schedule as applicable, or on a remote basis. You shall provide Ricoh with such access to your facilities, networks and systems as may be reasonably necessary for Ricoh to perform such services. You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

70 Valley Stream Parkway, Malvern, PA 19355



EQUIPMENT REMOVAL/BUYOUT AUTHORIZATION

Customer Name:	TOWN OF COLCHESTER SENIOR CENTER		
Contact Name:	MICHELLE MARCEAU	Phone:	860-537-7262
Address:	95 NORWICH AVENUE	City:	
State:	CT	Zip:	06415
		Fax/Email:	mmarceau@colchesterct.gov
Make	Model	Serial Number	Machine Status
RICOH	MPC 2551	E23RC00373	LEASED

This Authorization applies to the equipment identified above and to the following Removal/Buy Out Option

This Authorization will confirm that Customer desires to engage Ricoh USA, Inc. ("Ricoh") to pick-up and remove certain items of equipment that are currently (i) owned by Customer or (ii) leased from Ricoh or other third party (as specified below), and that you intend to issue written or electronic removal requests (whether such equipment is identified in this Authorization, in a purchase order, in a letter or other written form) to Ricoh from time to time for such purpose. Such removal request will set forth the location, make, model and serial number of the equipment to be removed by Ricoh. By signing below, you confirm that, with respect to every removal request issued by Customer (1) Ricoh may rely on the request, and (2) the request shall be governed by this Authorization. Notwithstanding the foregoing, the parties acknowledge and agree that Ricoh shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by, in or on any item of equipment serviced by Ricoh, whether through a digital storage device, hard drive or similar electronic medium ("Data Management Services"). If desired, Customer may engage Ricoh to perform such Data Management Services at its then-current rates. Notwithstanding anything in this Authorization to the contrary, (i) Customer is responsible for ensuring its own compliance with legal requirements pertaining to data retention and protection, (ii) it is the Customer's sole responsibility to obtain advice of competent legal counsel as to the identification and interpretation of any relevant laws and regulatory requirements that may affect the customer's business or data retention, and any actions required to comply with such laws, (iii) Ricoh does not provide legal advice or represent or warrant that its services or products will guarantee or ensure compliance with any law, regulation or requirement, and (iv) the selection, use and design of any Data Management Services, and any and all decisions arising with respect to the deletion or storage of any data, as well as any loss of data resulting therefrom, shall be the sole responsibility of Customer, and Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) (collectively, "Losses") arising therefrom or related thereto.

Equipment Removal (Owned by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for Customer-owned equipment removals: Customer confirms that (1) Customer has good, valid and marketable title to such equipment and has satisfied all payment and other obligations relating to such equipment which may be owing to any third party under applicable lease, financing, sale or other agreements, (2) Customer has obtained any and all necessary consents and approvals required to authorize Ricoh to remove such items of equipment and to take title thereto, and (3) by this Authorization, Customer hereby transfers good and valuable title and ownership to Ricoh to the equipment, free and clear of any and all liens and encumbrances of any nature whatsoever and Customer will cause to be done, executed and delivered all such further instruments of conveyance as may be reasonably requested for the vesting of good title in Ricoh.

Equipment Removal (Leased by Customer). In addition to the terms and conditions set forth above, the following terms and conditions shall apply for equipment removals of equipment leased by Customer: Except for the obligations of Ricoh to pick up and remove the identified equipment, Ricoh does not assume any obligation, payment or otherwise, under any lease agreement, which shall remain Customer's sole responsibility. As a material condition to the performance by Ricoh, Customer hereby releases Ricoh from, and shall indemnify, defend and hold Ricoh harmless from and against, any and all claims, liabilities, costs, expenses and fees arising from or relating to any breach of Customer's representations or obligations in this Authorization or of any obligation owing by Customer under its lease agreement.

Buy Out Terms. Upon execution and delivery by Customer of a sale, lease (and related delivery and acceptance certificate), service and/or other agreement ("Agreement") between Ricoh and/or other third party, Ricoh agrees to pay to

- (A) the customer (and Customer hereby agrees to promptly pay such amount to the below named payee ("Payee"), or
- (B) the Payee identified below, an amount ("Buy Out Amount") equal to \$ _____, to pay off an/or reduce Customer's obligations owing under that certain equipment lease agreement _____ for third party lease company ("Third Party Lease") between Customer and Payee relating to the equipment identified in the Third Party Lease.

THIRD PARTY LEASE – COMPANY INFORMATION

Payee Name:		Attention To:	
Address:			
<input type="checkbox"/> W-9 included	<input type="checkbox"/> Third-Party Quote or Proof of Buy Out Included		
Mailing Method: (select one)	<input type="checkbox"/> Mail Check (regular)	<input type="checkbox"/> Overnight Check	

The Buy Out Amount represents the total amount payable by Ricoh for such purpose. Ricoh shall have no obligation, and does not assume any obligation, under the Third Party Lease. Customer acknowledges that Customer is solely responsible to make payments to the Payee under the Third Party lease, to return the Equipment at the appropriate time to the appropriate location as determined by the Payee, and to fulfill any and all payment and other obligations under the Third Party Lease. Customer agrees to indemnify and hold Ricoh harmless from any losses, damages, claims, suits and actions (including reasonable attorneys' fees) arising from the breach by Customer of any of its obligations contained in this authorization and/or the Third Party Lease.

CUSTOMER

By: _____
 Name: _____
 Title: _____
 Date: _____

RICOH USA, INC.

By: _____
 Name: _____
 Title: _____
 Date: _____

FY 18/19

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="18501-36250"/>	<input type="text" value="Use of G/F Unassigned Fund Balance"/>	<input type="text" value="45,000"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

To:

<input type="text" value="18501-50500"/>	<input type="text" value="Trsf to Capital Fund - Land Acquisition"/>	<input type="text" value="45,000"/>
<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