



# Town of Colchester, Connecticut

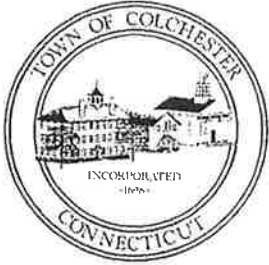
127 Norwich Avenue, Colchester, Connecticut 06415

## AMENDED

**Board of Selectmen Agenda  
Regular Meeting  
Thursday, May 16, 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 April 29, 2019 Special Board of Selectmen Meeting
  - c. Approve Minutes of the May 2, 2019 Regular Board of Selectmen Meeting
5. Boards and Commissions – Interviews and/or Possible Appointments
  - a. Housing Authority – Michael Dankiw to be interviewed
6. Discussion and Possible Action on Setting the Annual Town Budget Meeting Date to Consider and Act upon the 2019-2020 Budget
7. Approve Minutes of the May 1, 2019 Special Board of Selectmen Meeting
8. Discussion and Possible Action on Annual Contract for Parking for Senior Center Trips at St. Andrew Church
9. Discussion and Possible Action on RFP 2019-05 Emergency Ambulance Billing Contract
10. Discussion and Possible Action on Request to Use Abandoned Section of Usher Swamp Road by Commercial Logging Operation
11. Discussion and Possible Action on Paper Mill Road Bridge Scour Repair
12. Discussion and Possible Action on Establishing a Senior Center Building Committee
13. Discussion and Possible Action on Establishing a Norton Mill Park Committee
14. Citizen's Comments
15. First Selectman's Report
16. Liaison Reports
17. Adjourn

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COLCHESTER, CT  
2019 MAY 13 AM 9:23



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes  
Special Meeting Minutes  
Monday, April 29, 2019  
Colchester Town Hall @ 12:00pm**

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

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** CFO M Cosgrove, FD Chief Cox, J Walsh, C Maynard, T Quinn, clerk T Dean, via conf call BOF R Tarlov and R Esteve

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2019 APR 29 PM 2:13

**1. Call to Order**

A Shilosky called the meeting to order at 12:02 pm.

**2. Citizen's Comment - none**

**3. Discussion and Possible Action on Appropriation of Funds to Debt Service Fund – WJJMS Project**

R Coyle moved to approve the appropriation in the amount of \$97,601 from General Fund Assigned Fund Balance (investment earnings in FY 16/17 & FY 17/18 related to WJJMS Project) and associated transfer of funds to the Debt Service Fund for future debt payments related to the WJJMS Project, seconded by D Turner. Unanimously approved. MOTION CARRIED

**4. Discussion and Possible Action on Paramedic Program**

A Shilosky stated there were three options to consider; 1. BOS decision can stay as is and leave the program in the budget, 2. Remove the program entirely, 3. Act on the Fire Chief W Cox recommendation to change the program specifics and defer most of the cost to the next fiscal year budget.

R Coyle stated she is opposed to removing the program. In consideration of the price tag of the program, she would like to explore the third option.

W Cox explained the third option; Would receive the Safer grant in September if approved, work on the application for the paramedic program now with the state, apply for another grant which would provide funding for vehicle purchase and equipment that if approved would be between now and Sept, Billing Services RFP received a lower percentage in the cost for transport services which would save the town money. Push out hiring a full time and per diem paramedics until next fiscal budget. This budget only hire a part time supervisor in April, and upgrade current paramedic in April.

A Shilosky stated he agrees with what C Cox proposed. Will not have impact cost yet, but will have the numbers by this Wednesday before the Board of Finance meeting. The CFO will have the reduction amount confirmed by then. A Shilosky felt this was a good compromise, although he is still 100% behind the paramedic program.

C Cox stated this gives time for the process to be complete before paying for it.

M Cosgrove stated this will also impact revenue estimate originally provided and will have to adjust.

S Soby stated he is looking forward to the information when available. D Turner stated she hates to see the program disappear, but is looking forward to see how this change impacts the budget.

In response to R Tarlov's comment that at the Wednesday BOF meeting they are supposed to move the budget to Public Hearing, R Coyle suggested having a special BOS meeting this Wednesday before the BOF meeting. That way the BOS and BOF can make their decision. The Board had consensus to move forward with the modification to be discussed at a Special BOS meeting on Wednesday, May 1, 2019 at 6pm.

**5. Adjourn**

D Mizla moved to adjourn at 12:17 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attachment: Appropriation

Respectfully submitted,

Tricia Dean, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

**Board of Selectmen Minutes  
Meeting Minutes  
Thursday, May 2, 2019  
Colchester Town Hall @ 7:00pm**

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

**MEMBERS ABSENT:** none

**OTHERS PRESENT:** Town Planner R Benson Tax Collector M Wyatt, Registrar D Mrowka, Recreation Director T Quinn, BOF R Tarlov, BOE M Bylone, S Nadeau, A Liverant and clerk T Dean

**1. Call to Order**

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

**2. Additions to the Agenda** – A Shilosky asked to remove agenda item #12 Discussion and Possible Action on Board of Finance Proposed Cuts to the 2019-2020 Town Budget, and renumber remaining items.

R Coyle moved to remove agenda item #12, seconded by S Soby. Unanimously approved. MOTION CARRIED.

**3. Citizen's Comments** – none

**4. Consent Agenda**

- Tax Abatements
- Approve Emergency Management Program Grant Application for FY 2017
- Agent for the Elderly – Reappointment of Patty Watts for a one-year term to expire 6/17/2020
- Sewer and Water Commission – Reappointment of Stephen Coyle for a three-year term to expire 6/1/2022
- Approve Competitive School Readiness Grant Application including Quality Enhancement Funds

S Soby moved to approve the consent agenda, seconded by D Turner. Unanimously approved. MOTION CARRIED

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

**a. Economic Development Commission– Sean Nadeau possible appointment as an alternate member to expire 10/31/2019**

S Soby noted that this candidate was already interviewed at a previous Board meeting.

R Coyle moved to appoint Sean Nadeau as an alternate member to the Economic Development Commission for a term to expire on 10/31/2019, seconded by S Soby. Unanimously approved. MOTION CARRIED.

**6. Approve Minutes of the April 4, 2019 Regular Board of Selectmen Meeting**

R Coyle made the following amendments: #5.a. add 'appoint' before Russell Melmed, and #20, Commission on Aging add that 'members of the Senior Center' donated \$60.

R Coyle moved to approve the minutes of the April 4, 2019 regular Board of Selectmen Meeting as amended, seconded by S Soby. Unanimously approved. MOTION CARRIED

**7. Update on Celebrate Colchester 57 Fest 2019 by Recreation Director**

T Quinn stated the event will take place on 9/21. The raffle is up and running. Hoping to sell all the tickets to cover the fireworks cost, so that she will not need to secure business sponsorships. The RFP for carnival games did not get any responses. Have not discussed a backup plan yet if no carnival bids are received. The event will take place at the RecPlex. There will be no booths selling wares, but will still have informational booths.

**8. Discussion and Possible Action on RFP 2019-04 Concession at RecPlex**

S Soby moved that the RFP 2019-04 Operation of Food and Soft Drink Concession, Colchester Recreation Complex be awarded to J. Sawchuck Catering and Concession for the minimum bid of \$1,500 and hereby authorize the First

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2019 MAY -6 PM 11:09

Selectman to enter into a contact with J. Sawchuck Catering and Concession and to sign and deliver said agreement and any necessary documents required, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**9. Discussion and Possible Action on Ethics Ordinance**

A Shilosky stated the Ethics Commission proposed the changes as referenced in their April 2, 2019 minutes. R Coyle stated there are minor changes and she has no problems with the changes.

R Coyle moved to accept the recommendation of the Ethics Commission regarding the revision of the Ethics Ordinance as reference in the Ethics Commission minutes dated 4/2/2019, seconded by S Soby. Unanimously approved. MOTION CARRIED

**10. Discussion and Possible Action on Proposed Change in Zoning Permit Fee for Commercial Portable and Commercial Temporary Signs**

R Benson stated the Planning & Zoning Commission has been working on this for quite some time. Much of the positive input came from the business community. No current fee structure for a permit fee on an annual basis. The ordinance would need to be amended. This only applies to the temporary commercial signs. The businesses were ok with this permit structure and fee. R Coyle asked about the small business signs on the town green and surrounding areas. R Benson stated that temporary business 'realtor' type signs are not allowed. R Benson stated that businesses can apply for the permit online however at this time they cannot pay online. The online payment feature should be added soon. Discussion on details of what is permitted, length of time and types of signage that falls under this permit regulation. If approved, this will go into effect October 2019 and will need to go to public hearing to change the ordinance.

R Coyle moved that the Town of Colchester approve the amendment of Chapter 56-7C of the Code of the Town of Colchester to add under "Administrative zoning fees" to add "Zoning Permit fees for Commercial Portable and Commercial Temporary Signs Zoning Permit Fee \$50 Annually" as recommended by the Colchester Planning and Zoning Commission, seconded by S Soby. Unanimously approved. MOTION CARRIED.

**11. Discussion and Possible Action on Recommendation to Accept Map 03-30, Lot 031-500, 11.06 Acres on Pickeral Lake Road as Public Open Space**

R Benson stated that in 2010 the subdivision was created. As part of the agreement 11.06 will be used as public space. Taxes had been accruing on the parcel. The back taxes have recently been paid by the owner. Due to the taxes being owed the town agreed to take the public open space and then turn it over to the State of CT now that the back taxes have been paid. This parcel abuts state forest.

S Soby moved that the Town of Colchester approve the acceptance of Map 03-20, Lot 031-500, 11.06 acres on Pickeral Lake Road as Public Open Space and that the land is then transferred to the State of Connecticut once approved by the State of Connecticut Department of Energy and Environmental Protection Open Space Division once it is accepted by the State, seconded by D Mizla. Unanimously approved. MOTION CARRIED.

**12. Citizen's Comments** – A Liverant regarding the bus stop building on the town green being rebuilt due to a recent accident. R Benson stated the bus stop is located on the State Right of Way and that plans are underway to repair. Also stated that plans have been reviewed with the Historic District Commission.

**13. First Selectman's Report**

A Shilosky stated that the town will look at non-union employee members 401A contributions and health plan contributions, and will use union contracts as comparison to see if adjustments are in order. Met with Eversource regarding Natural Gas, they will be putting in gas lines along Rte. 354 to Salem. Bloom Energy is still in discussions regarding building a fuel cell in Colchester. At this time no agreements have been made. Town Hall roof repair will be starting 5/9. Recreation field R3 is currently closed until further notices due to nesting birds that are protected by DEEP. There are three locations in town that the traffic lights will be changed out by the State of CT. Should be complete by June/July. Northwoods is adding ten buildings in phases.

**14. Liaison Reports**

D Turner reported on Conservation Commission – Discussed open space that was on today's agenda. Friends of Cragin – great success at the book sale, last sale generated \$3,000. Created a new brochure for a membership drive.

R Coyle reported on Chatham Health – New director started. Discussed a nuisance complaint, housing violation, and

Dublin restaurants failed inspection. Solware is buying 6 units and needs to know the installation location for Colchester. T Quinn stated it will be at the RecPlex near the Splash Pad. Cosmetology regulation hearing date not set yet. Commission on Aging – new program coordinator started and doing well. AARP tax program had high attendance. Director working on a municipal grant program with the DOT that supports out of town medical. Open Space – discussed open space property that was on tonight's agenda. State has suspended recreational trail grants at this time. On Stanavage and Mahoney Rd there is 6 lots that they are recommending fee in lieu of open space. D Mizla reported on Youth Advisory Board – Chose the Youth Leadership award recipient. 6/13 is the last day of school. Discussed the Summer Kick Off event at WJ. Wellness Fair generated 350 attendees. S Soby reported on Agriculture Commission – needs members due to lack of quorum at meetings.

**15. Adjourn**

R Coyle moved to adjourn at 7:40 p.m., seconded by D Turner. Unanimously approved. MOTION CARRIED.

Attachment:

RFP 2019-04 Concession at RecPlex

Ethics Commission minutes 4/2/2019

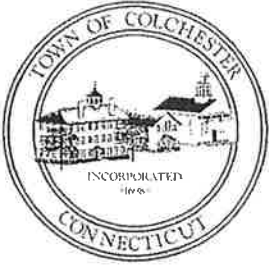
Proposed Change in Zoning Permit Fee for Commercial Portable/Temporary Signs

Pickeral Lake Road as Public Open Space

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Tricia Dean". The signature is fluid and cursive, with a large initial "T" and "D".

Tricia Dean, Clerk



# Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Board of Selectmen Minutes  
Special Meeting Minutes  
Wednesday, May 1, 2019  
Colchester Town Hall @ 6pm

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

**MEMBERS ABSENT:** Selectman Denise Turner

**OTHERS PRESENT:** CFO M Cosgrove, FD Chief Cox, BOF R Tarlov, R Esteve, M Egan, BOE M Bylone, M Wyatt, Quinn, K Byroade, M Hayes, D Bouchard, 9 fire dept. members, 2 citizens and clerk T Dean

**1. Call to Order**

A Shilosky called the meeting to order at 6:00 p.m.

**2. Citizen's Comment - none**

**3. Discussion and Possible Action on Paramedic Program**

A Shilosky stated that there are three options; 1. Send the budget as is to the Board of Finance 2. Cut the paramedic program completely 3. Send the Board of Finance 'phase b' alternate plan.

Discussion on the alternate 'phase b' plan; C Cox explained the AFG grant program and the Safer grant program, what it could include, and the time frame for application and award. S Soby asked what would happen if they planned for this and they don't get the grants to support it. M Cosgrove stated that the budget never factored in the grant programs to support the program. If received the grant amount would be a plus.

S Soby stated the discussion on grants is that it would supplant local tax dollars, his concern is at what point does the town make certain decisions about what you do without knowing that you will get those dollars. And if you don't get the grants, at what point have you made a commitment for a large number if you don't get those dollars. If we go forward the tax payers are the hook for the entire amount. R Coyle believes they will have this discussion again next year. But allowing the program to start under plan b, would allow the process to at least start and be able to educate the community. Doing plan b doesn't risk the safer grant, allows to apply for other grants, and allows implementation to be spread out over few years until the program is completely up and running. Then next year make a decision dependent on what pieces fall into place.

Discussion on the hiring process; C Cox stated the only position in this budget would be a part time supervisor at 24 hours with no benefits.

Discussion on what the revised costs would look like in the budget. M Cosgrove went over the excel spreadsheets for FY 2019-2020 Estimated Costs, and FY 2019-2020 & FY 2020-2021 Estimated Costs (attached). Discussed the new Billing Company that will start in July 1, 2019 and will cost the town less. Capital outlay out of equipment reserve discussed.

R Coyle moved that the Board of Selectmen move forward with Plan B of the Paramedic Program as defined on the excel sheets discussed, seconded by S Soby. Discussion. S Soby asked what the impact on the budget for the next fiscal year is and where does the \$30,985 come from. M Cosgrove stated that the \$30,985 is new dollars and would need to come from tax dollars. Unanimously approved. MOTION CARRIED.

**5. Adjourn**

S Soby moved to adjourn at 6:30 p.m., seconded by R Coyle. Unanimously approved. MOTION CARRIED.

Attachment: 4 excel sheets: FY 2019-2020 Estimated Costs (2), FY 2019-2020 & FY 2020-2021 Estimated Costs (2)

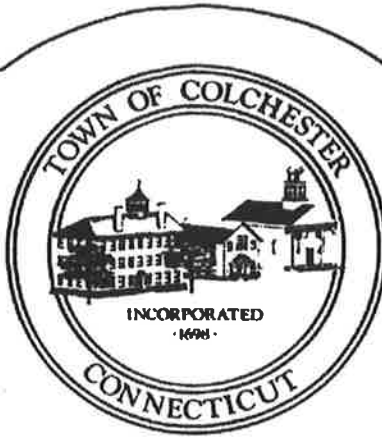
Respectfully submitted,

Tricia Dean, Clerk

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COLCHESTER, CT  
2019 MAY -2 AM 8:50

Date:

4/22/19



### Boards & Commissions Application

Name:

Michael Dankiw

Address:

300 Lebanon Ave

Colchester, CT 06415

Cell

Home Phone:

860-859-9955

Email:

Fax:

Work Phone:

Email:

Town Residency: off/on 40

Years

Party Affiliation:

Democrat

Republican

Unaffiliated

(circle one)

Commission or Board you are interested in serving on:

Board - Housing Authority

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

High School:

Bacon Academy class of '77

College:

Trade, Business or Correspondence School

RI Trade Shop class of 78  
Auto Body tech.

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

- Hill Top Marine 119 Loomis Rd Westchester  
Length of employ ~~1984-1979~~ <sup>2004</sup> ~~1989~~ Marine Mechanic  
medical issues

- EB - General Dynamics - Groton Length of employ 1979 - 1989  
Grinder - Life issues -

Continued on reverse side

**Boards & Commissions Application**

Are you capable of making the commitment of time necessary to serve on this board of commission?

yes

Why are you interested in serving?

They asked me to!

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Do you have any experience or familiarity with this area?

yes - worked at Chatham  
Apartments in maintenance for 12 years

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

Which ones?

no

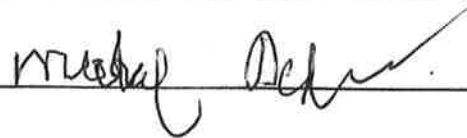
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Date:

4/22/19

Signature:





### 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	<a href="mailto:janettobinlabela@gmail.com">janettobinlabela@gmail.com</a>	11/30/2019
Member	VACANT				5/1/2019
Vice Chari	Marion Spaulding	R	860-267-4677	<a href="mailto:marionspaulding@comcast.net">marionspaulding@comcast.net</a>	5/30/2021
Member	Denise Salmoiraghi	U	860-537-3395	<a href="mailto:mimis47@sbcglobal.net">mimis47@sbcglobal.net</a>	5/1/2020
Member	Cathy Forcier	R	860-942-1178	<a href="mailto:korcier57@hotmail.com">korcier57@hotmail.com</a>	5/30/2023
Agent	Robert Gustafson	D	860-537-3889-H	<a href="mailto:rguscha@sbcglobal.net">rguscha@sbcglobal.net</a>	n/a
537-5251-w / 204-2799-c					

Housing Authority



# *Town of Colchester, Connecticut*

95 Norwich Avenue, Colchester, Connecticut 06415

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Patricia A. Watts, Director of Senior Services/Municipal Agent

## **MEMORANDUM**

**To:** Board of Selectmen

**From:** Patricia A. Watts, Director of Senior Services

**Date:** 5/3/2019

**Re:** Annual Contract for Parking for Senior Center Trips at St. Andrews Church

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Due to the limited availability of parking at the senior center, when out trips are scheduled we need to have our patrons park off-site. St. Andrews Church notified us that as of last year, the Diocese was requiring them to have a formal Facility Use and Indemnity Agreement on file, as well as certification of insurance. Attached, please find the agreement instructions, contract and insurance certificate (through 6/30/19), as requested. The Director of Senior Services will be responsible for coordinating dates of travel with St. Andrews Church office and ensuring that senior center members park in the very back of the lot, per the instructions of St. Andrews Church.

### **Recommended Motion**

Motion to approve the Facility Usage/Indemnity Agreement with Saint Andrew Parish and the Diocese of Norwich and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

*Patricia A. Watts*

Patricia A. Watts

# *Catholic Mutual... “CARES”*

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## **FACILITY USAGE/INDEMNITY AGREEMENT**

The Facility Usage/Indemnity Agreement must be used when non parish sponsored or affiliated groups use parish facilities on a short-term basis such as one day or a week. The following groups are examples of non-parish sponsored or affiliated groups that should sign the Facility Usage/Indemnity Agreement:

1. Girl Scouts, Knights of Columbus, American Legion or other similar organizations that use parish facilities for meetings or fundraisers.
2. AAU sport teams or non-parish sponsored sport classes/clinics.
3. Parishioner and non-parishioner families that rent or use parish facilities for wedding receptions, family reunions, anniversary parties or other similar activities. (In lieu of signing the Facility Usage/Indemnity Agreement, a parishioner or non-parishioner family would be eligible to purchase “special event” liability coverage through your parish via Catholic Mutual.) Please note that funeral luncheons are parish sponsored events.
4. Any other organization, municipality or county organization that uses parish facilities for a meeting or function that is non-parish sponsored.

The Facility Usage/Indemnity Agreement requires the facility user to provide the parish with a certificate of insurance documenting general liability coverage in the amount of \$1,000,000 per occurrence. This certificate of insurance must name your parish and the Arch/Diocese as an additional insured. It is not adequate to obtain a certificate of insurance, which names the parish as a “certificate holder.”

It is often asked what criteria an organization must meet to be parish sponsored or affiliated. In the event of an insurance claim involving a potential non-parish sponsored activity, the following questions would be asked to further determine if a group was parish sponsored and eligible for insurance coverage:

1. Did the parish have full control over the group or function?
2. Did any costs or fees associated with the function flow through parish accounts?
3. Was the function or group open to all parish members?
4. Was the purpose of the function or group to facilitate learning, raise revenue for the parish or provide a social service on behalf of the parish?
5. Was the teacher or leader of the group a parish volunteer or employee?

In general, a group, which does not meet the definition of an affiliated organization or is unable to answer the above five questions in the affirmative would not be parish sponsored. Accordingly, that group must sign the Facility Usage/Indemnity Agreement and supply the parish with the necessary insurance documentation.

**FACILITY USAGE/INDEMNITY AGREEMENT**

PARISH: SAINT ANDREW PARISH, COLCHESTER, CT 06415

PARISH is understood to include the Arch/Diocese of DIOCESE OF NORWICH

FACILITY USER: SENIOR CENTER, TOWN OF COLCHESTER

DATES OF FACILITY USAGE: TRAVEL DATES IN 2019

TYPE OF FACILITY USAGE: PARKING OF CARS IN CHURCH LOT FOR THOSE TRAVELING ON SENIOR TRIP

The above named FACILITY USER agrees to defend, protect, indemnify and hold harmless the above named PARISH against and from all claims arising from the negligence or fault of the above named FACILITY USER or any of its agents, family members, officers, volunteers, helpers, partners, organizational members or associates which arise out of the above identified FACILITY USAGE at the above named PARISH.

FACILITY USER agrees to provide a certificate of insurance to the PARISH, which provides evidence of general liability coverage of not less than one million dollars (\$1,000,000) per occurrence. FACILITY USER also agrees to have the PARISH named as an "Additional Insured" on its general liability policy for the DATE(S) OF FACILITY USAGE in relationship to the TYPE OF FACILITY USAGE for claims which arise out of FACILITY USER'S operations or are brought against the PARISH by FACILITY USERS' employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates. FACILITY USER also agrees to ensure that its liability insurance policy will be primary in the event of a covered claim or cause of action against PARISH.

If FACILITY USER fails to comply with the above (second) paragraph, then the above named FACILITY USER agrees to protect, defend, hold harmless and fully indemnify the above named PARISH for any claim or cause of action whatsoever arising out of or related to the usage which takes place during the above identified DATE(S) OF FACILITY USAGE that is brought against the PARISH by the above named FACILITY USER or its employees, agents, partners, family members, students, customers, function attendees, guests, invitees, organizational members or associates, even if such claim arises from the alleged negligence of the PARISH, its employees or agents, or the negligence of any other individual or organization. This paragraph does not relieve FACILITY USER's responsibility to comply with the above (second) paragraph.

If any sentence or paragraph of this agreement is held invalid, it is agreed that the balance thereof, shall continue in full legal force and effect.

SIGNED BY: \_\_\_\_\_

(Must be an official agent of FACILITY USER)

NAME (Please print): \_\_\_\_\_

DATE: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Connecticut Interlocal Risk Management Agency 545 Long Wharf Drive 8th Floor New Haven, CT 06511-5950	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (203) 946-3700		FAX (A/C, No): (203) 773-6971
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  Town of Colchester and Colchester Board of Education 127 Norwich Avenue Colchester, CT 06415	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Connecticut Interlocal Risk Management Agency</b>		
	<b>INSURER B :</b>		
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			LAP 2018011675 03	7/1/2018	7/1/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$
								\$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
With respect to General Liability, St. Andrews Church and the Diocese of Norwich are additional insured with regard to use of the St. Andrews parking lot located at 128 Norwich Avenue, Colchester, CT as an evacuation location for Colchester students and staff in the event of an emergency, as well as for general overflow parking for Colchester Town and BOE sponsored events.

<b>CERTIFICATE HOLDER</b>  St. Andrews Church and, Diocese of Norwich 128 Norwich Avenue Colchester, CT 06415	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Jana Paul</i>
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# Town of Colchester Interoffice Memorandum

**To:** Art Shilosky, First Selectman  
**From:** Walter Cox, Chief of the Department – EMS / Fire  
**CC:**  
**Date:** April 24,, 2019  
**Re:** Award recommendation RFP 2019 – 05 Emergency Ambulance Billing

---

The Emergency Ambulance Billing bid RFP 2019-05 responses were opened on 4/18/2019. There were 7 respondents. The bid award was listed as a Flat Rate Percentage of Total Receipts Collected.

The results of the bid are as follows in order of lowest Flat Rate Percentage bid:

<u>Company</u>	<u>Flat Rate</u>
1 ) Comstar – Rowley , MA	3.5%
2) Comstar (alternate)	4%
3) AMB –Ambulance Medical Billing – Paducah, KY/ Boston, MA	4%
4) MD1 Inc - Atlanta, GA	4%
4) EMS Consultants j- LaGrange, GA	5%
5) Life Quest - Wautoma, WI	5.25%
6) Quick Med Claims – Cromwell, CT	7%
7) Shared Response Health Systems – Killingworth, CT	7.5% (incumbent)

The apparent lower bidder was identified as Comstar LLC. I contacted many of their references with a variety of call volume size, and population.

Town of Coventry– Fire /EMS Chief – 2 yrs +, Good Recommendation

Town of Enfield – Chief 6 yrs +, Good Recommendation

Town of Trumbull, EMS Chief – 10 yrs +, Good Recommendation

Town of Wallingford, DC – 7 yrs+, Good Recommendation

Town of Southbridge, MA – 10 yrs +, Good Recommendation

The RFP submission from Comstar LLC offered two scenarios – one was : the Town of Colchester pays the fees of the Patient Care Software directly to the software company, reducing their flat rate fee to 3.5% , and the second submission was inclusive of the Software Company fees in a flat rate of 4%. All other bid submissions included the Software fees in the flat rate.

Comstar's submission addressed all other stipulated requirements with an affirmative. An estimation of yearly costs was calculated to determine if the 3.5% option was feasible. In using the 2018 actual revenue, deducting the current billing fee of 7.5%, adding the new billing company fee of 3.5%, as well as reducing the fees paid to the Paramedic services for their service, by the bid percentage(s) Comstar LLC is estimated to net a higher revenue than the other bidders at 4% - 7.5% flat rates, inclusive of the billing fees.

In comparing the other two bidders who submitted 4% flat rate (AMB , and MD1 Inc) –after reviewing the bid documents it was determined that : AMB submitted references from KY and VA only – making a clean comparison difficult, and MD1 offered their own software program, with North Carolina references only. Other than this issue it would then become an issue of location, however Comstar is from Massachusetts and AMB has a Boston office, with MD1 being from Georgia. We did mention needing occasional office visits which could prove to be difficult with MD1.

I would therefore recommend that the RFP 2019-05 Emergency Ambulance Billing Service be awarded to Comstar LLC for the Flat Rate Percent of 3.5%.

**Proposed Motion: That the RFP 2019-05 Emergency Ambulance Billing Service be awarded to ComstarLLC for the Flat % Rate of 3.50 % , and hereby authorize the First Selectman to enter into a contract with Comstar, LLC and to sign and deliver said agreement and any necessary documents required.**

## CONTRACT

THIS AGREEMENT made this \_\_\_<sup>th</sup> day of May, 2019, by and between Comstar, LLC, herein after called the "Contractor", and the Town of Colchester, Colchester Fire Department, herein referred to as (CFD) setting forth terms and conditions under which Comstar LLC will perform billing and collection services for professional services rendered. It will in effect July 1, 2019, and will remain in effect though 6/30/21 at which time this Agreement will automatically renew for consecutive twelve month periods. This Agreement may be canceled for just reasonable cause with a 30 day notice in writing.

WITNESSETH, that the Contractor and the Town of Colchester for the bid FLAT % Rate of Three point five percent 3.5% and considerations stated herein mutually agree to provide for Emergency Ambulance Billing services as described in RFP 2019-05 Request for Proposals Town of Colchester Emergency Ambulance Billing Service Agreement and submitted response by the contractor.

**STATEMENT OF WORK RESPONSIBILITIES:** The Contractor's responsibilities must include, but not limited to the scope of work outlined in the RFP 2019-05:

- Input all data into a medical manager system to provide billing, while maintaining HIPAA compliance.
- Will provide a verification of insurance, with electronic claims submissions to insurance carriers within three (3) days, as data is made available. Paper billing must be made to any carrier not accessible electronically.
- Verification of all claims coding, for accuracy and compliance
- Compliance checking of all claims received for proper documentation prior to billing
- Tracking of bundle billing accounts with monthly reporting of ALS payments due
- Tracking any / all changes in billing requirements of paying entities, and submitting renewal contracts as required (i.e. Medicare and Medicaid contracts, electronic billing / payment agreements – i.e. – Aetna, Anthem BC)
- Generation and mailing of patient statements, with proper dunning messages, as desired by CFD (minimum four (4) months)
- Collection and posting of all receivables within three (3) days of receipt, with weekly deposits into designated CFD account.
- Customer service support for CFD, third party payers, and patients 8:00 a.m.-4:00 p.m. EST, Monday through Friday, at minimum. A toll free number must be provided, with a dedicated customer service representative assigned to the Town of Colchester for all general correspondence, and questions.
- Provision of copies of invoices generated for services, correspondence with insurance companies, and / or all other correspondence relating to services rendered to the CFD, Town of Colchester. All copies shall be provided at no additional cost to the Town, and shall be provided within two (2) business days of the request for such.
- Billing agency assumes all labor, telephone, paper, and postage charges directly related to the above responsibilities.
- Negotiations of payment reductions or re-payment plans, or for the approval of any exception to be performed in accordance with the guidelines agreed upon by CFD.
- Generation of monthly reports within five (5) business days of each calendar month end / quarter end/ and year end close. Tracking info to be determined for reporting.
- Generation of statistical reporting as requested by CFD

- Training, to be provided to CFD staff of current documentation compliance requirements, at no additional cost to the Town of Colchester
- Comstar LLC shall make every effort to obtain necessary patient signatures as required by law, whenever a patient was unable to sign at the time of service.

### **RESPONSIBILITIES OF CFD**

Provide Billing Entity with all applicable provider numbers, third party fee schedules for reimbursement (if available), and OEMS rate schedule.

Provide the export of all Patient Care Reports (PCR) completed through the Town's ePCR provider.

Provide Billing Entity with associated Paramedic Bundle Billing agreement(s), and any updates as amended.

Notification of level of call, mileage and proper patient demographic information at the time of transport.

All reasonable efforts to secure the patient and / or responsible party signature and demographic information at the time of transport.

Notification of any / all patient and insurance payments received by the Town of Colchester.

Notification of nature of call, signs and symptoms (reason for 911 call), and billing provider name to be included directly on billing form.

Monthly fees to be promptly paid to Billing Entity within fifteen (15) calendar days of the invoice for service.

### **COMPENSATION**

The Town of Colchester will pay the awarded flat percentage rate commission on all: cash collected by the Billing Entity or payments received by the Town of Colchester, excluding any collection agency payments received.

The Billing Entity will credit the Town of Colchester the same flat percentage (%) rate for any outside contracted Paramedic service.

Compensation for services shall be at the conclusion of the engagement and delivery of the end product. However, the Town may consider a progressive payment schedule.

### **CONNECTICUT CONTRACT**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. This includes adherence to the Emergency Medical Services Industry rates set on a yearly basis, as well as the way which charges can be formatted.

### **TERMINATION**

Following implementation, should the Town find that the firm/company has failed in any material respect to perform its agreed obligations under the contract, the contract shall be cancelled by the Town as being in the interest of the Town. In the event of termination of this contract, as a result of breach by the contractor, the Town shall not be liable for any fees and



may, at its sole option, award a contract for the same services to another qualified firm/company or call for new proposals. The contractor shall be responsible for consequential damage as a result of its breach, including, but not limited to, extra costs required under the new contract for similar services.

### **CONFIDENTIALITY**

The Billing Entity and CFD acknowledge that all materials and information which have or will come into their possession or knowledge in connection with this contract, or the performance hereto, including documents, reports, and material developed during the term of the awarded agreement, are deemed to be confidential information, which disclosure to or use by unauthorized parties could be damaging. Therefore, the awarded billing entity and the Town of Colchester CFD agree to hold such material and information in the strictest confidence and not to make use therefore other than for performance of this contract, except as specifically agreed upon in this contract, or other agreements between or among parties. The obligation referred to in this paragraph is a continuing obligation and extends beyond the terms of the awarded contract.

### **ASSIGNMENT**

This contract may not be assigned by either party without the prior written consent of the other party. However, subject to the limitation on assignment, this contract shall extend to and be equally binding upon the successors and assigns of each party.

Each party named in this contract is responsible for its own acts / omissions and is not responsible for the act / omission of the other party.

Amendments to the contract, as written herein, must be done in writing, and approved by both parties. Any notices shall be sent certified mail.

Retention of medical records must be guaranteed for a lifetime, and are the property of the Town of Colchester.

### **INDEPENDENT CONTRACTOR**

For purposes of this agreement, Comstar LLC and CFD, Town of Colchester, are and will act as all times as independent contractors. Nothing contained in the Agreement establishes or constitutes or will be construed as establishing or constituting a partnership, agency, joint venture, or employment agreement between Comstar LLC and the Town of Colchester. Each party is responsible for its own acts / omissions and is not responsible for the act / omission of the other party.

THIS AGREEMENT forms the Contract between the parties thereto. This Agreement shall be the complete and total understanding of the parties and shall not be amended except in writing and executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in four (4) original copies on the day and year first above written.

TOWN OF COLCHESTER:

Attest: \_\_\_\_\_ By: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_  
(Title)

CONTRACTOR: Comstar LLC

Attest \_\_\_\_\_ By: \_\_\_\_\_  
(Name)

Date: \_\_\_\_\_  
(Title)

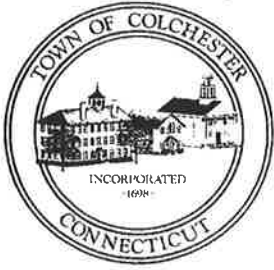
Certification of Corporate Contractor

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of the contractor, was then \_\_\_\_\_ of said corporation; that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Corporate  
Seal

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Corporation)



# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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May 8, 2019

To: Colchester Board of Selectmen,

From: Salvatore Tassone P.E. – Town Engineer

Re: Request by Rod Burgess (Division Manager for Scotland Hardwoods, A Rossi Company) to use the abandoned gravel section of Usher Swamp Road (commencing from the paved cul-de-sac closest to Founders Way) for access to Land owned by The Ashburn Family Trust (Assessors Map #2-14, lot #10) for the purpose of conducting a logging operation.

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The above noted request is detailed on the attached document from Rod Burgess, Division Manager for Scotland Hardwoods (A Rossi Company) titled "Town of Colchester/Board of Selectman request for use of an existing unimproved road".

On May 7, 2019 Jay Gigliotti, Wetlands Enforcement Officer and I met on site with Mr. Burgess to review the scope of the proposed work within the right of way for the abandoned section of Usher Swamp Road. As detailed on the above noted document, work within the existing public right-of-way consists of tree trimming of overhanging branches, placing of crushed stone fill within two low spots in the roadway and installation of a crushed stone anti-tracking pad at the end of the paved/maintained portion of Usher Swamp Road.

While the town has not maintained this portion of Usher Swamp Road for many years, abutting property owners and the general public still have the right to use the roadway for access to abutting land and Mr. Burgess/Scotland Hardwoods is willing to perform the necessary activity to gain access at his expense. Based upon the anticipated one to two truck trips per day, it appears that the traffic impact will not be significant.

**Recommended Motion:**

Motion that the Town of Colchester approve the request by Rod Burgess, Division Manager of Scotland Hardwoods to perform work within the abandoned portion of Usher Swamp Road right-of-way for the purpose of gaining access to conduct a proposed logging operation on the Ashburn Family Trust land, with the following conditions:

- 1) All proposed work including logging activity will be completed within 1 year from commencement.
- 2) If any areas within the public right-of-way are disturbed as a result of this activity, Mr. Burgess/Scotland Hardwoods will be responsible for repair/restoration.
- 3) The Town of Colchester does not intend to formally resume maintenance of this portion of roadway.

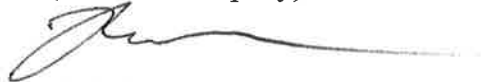
2019 MAY -6 PM 1:46

**TOWN OF COLCHESTER / BOARD OF SELECTMAN  
REQUEST FOR USE OF AN EXISTING UNIMPROVED ROAD**

Scotland Hardwoods (A Rossi Company) request the use of an unimproved portion of Usher Swamp Road as related to a logging project we plan to conduct on property owned by The Ashburn Family Trust. This property is further identified by the Colchester Assessors Map #2-14 and Lot #10. Our use starts at the end of the culdesac, concerning the improved section of Usher Swamp Road and extends approximately eight hundred feet where it enters the Ashburn property at which point a yarding area will be established where logs will be concentrated for removal. From this yarding area a tri-axle log truck will pick up the logs and exit the property using the unimproved section of Usher Swamp Road. Daily use of a two man logging crew, utilizing a pickup truck to get back and forth to work, will also be involved concerning the use of the road. Working hours are from 7:00 AM to 5:00 PM Monday thru Friday and 9:00 AM to 3:00 PM on Saturday. One to two trips per day are expected concerning the log truck having to enter and exit the property. No more than twelve trips, each amounting to one entry and exit from the yarding area, per week is expected concerning the log truck. It is expected that about six trips per week will be involved concerning the logging crew. It is estimated it will take about three months to complete the project which we hope to start when ground conditions are either dry or frozen which we expect will be this summer or next winter. We have a one year contract with the landowner, with an extension if necessary, to remove the timber.

Concerning the unimproved section of Usher Swamp Road there is a drainage crossing with a culvert present already in place. Although no trees will have to be cut a few overhanging branches may have to be trimmed to accommodate the log truck access. An anti-tracking pad will be maintained where the log trucks and pickups will be entering and exiting the culdesac. No curb cut will be necessary concerning the culdesac as a small paved apron is already in place where the unimproved section starts. Approximately three tri-axle loads of stone will also be needed in two low spots in the road a small amount of which might be needed over the culvert. For further details concerning this operation please refer to Exhibit "A".

Sincerely yours,  
Scotland Hardwoods  
(A Rossi Company)



Rod Burgess  
Division Manager

# Town of Colchester

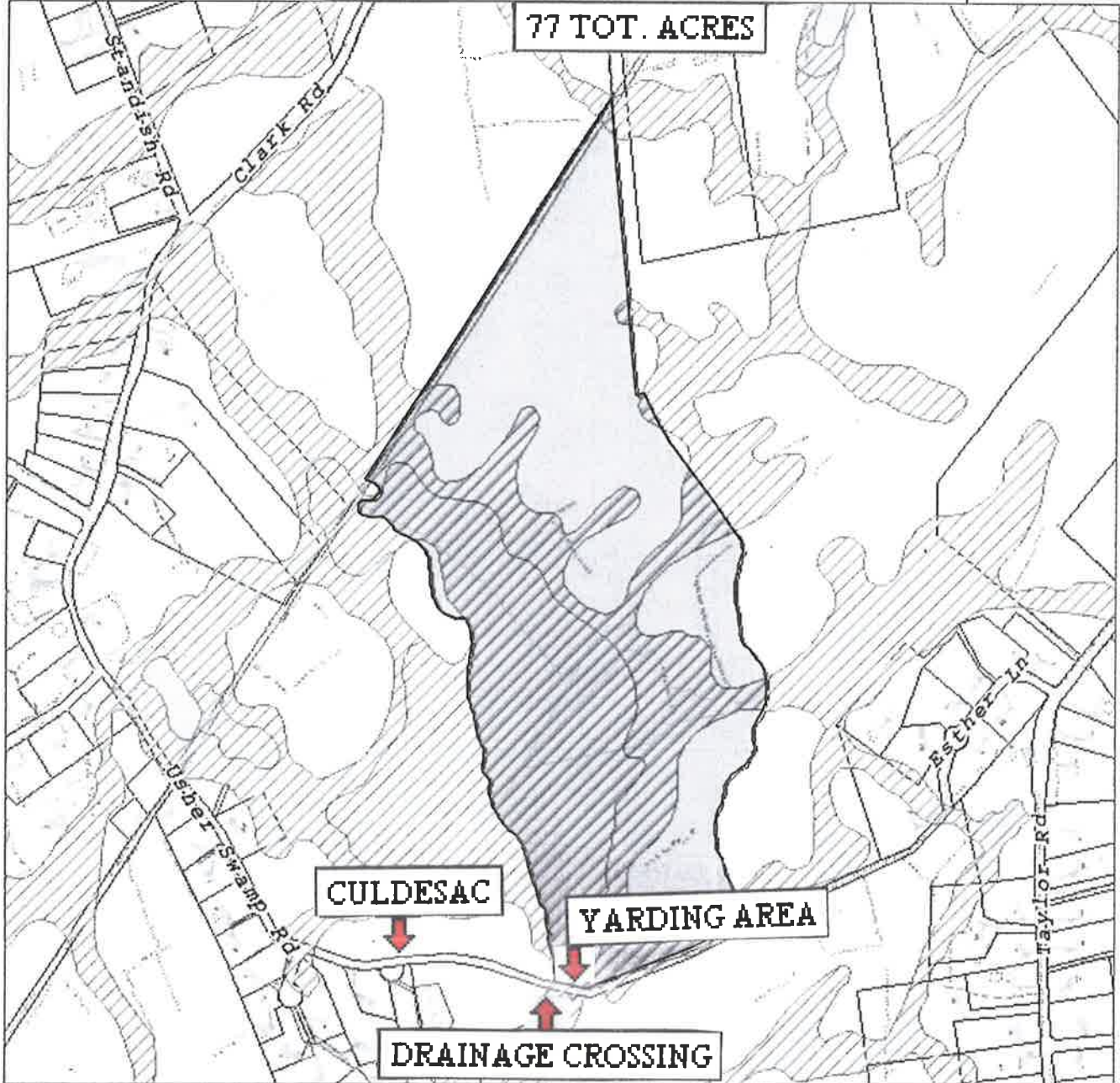
Geographic Information System (GIS)



## EXHIBIT "A"

### ASHBURN PROPERTY

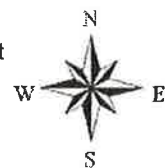
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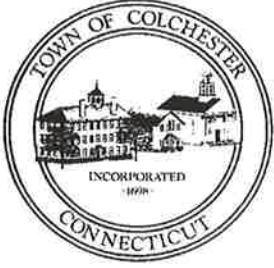


#### MAP DISCLAIMER - NOTICE OF LIABILITY

This map is for assessment purposes only. It is not for legal description or conveyances. All information is subject to verification by any user. The Town of Colchester and its mapping contractors assume no legal responsibility for the information contained herein.

Approximate Scale: 1 inch = 800 feet






# *Town of Colchester, Connecticut*

127 Norwich Avenue, Colchester, Connecticut 06415

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May 8, 2019

To: Colchester Board of Selectmen   
From: Sal Tassone P.E. – Town Engineer and James Paggioli – Public Works Director  
Re: Paper Mill Road Bridge – Scour repair associated with the removal of the Norton Mill Dam project.

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Stone riprap placed along the front of the Paper Mill Road bridge abutment footings as part of the recently completed Norton Mill Dam removal project, which was conducted by The Nature Conservancy, was damaged during 2018/2019 storm events.

The Nature Conservancy along with its consultant engineer and contractor have agreed to repair the scour protection damage as detailed on the attached proposed Memorandum of Understanding (MOU).

Essentially, the MOU states that once the scour protection is completed and certified complete by The Nature Conservancy consultant engineer, the Town will be responsible for any future maintenance responsibilities.

James Paggioli and I have reviewed the necessary repairs with The Nature Conservancy, its consultant engineer and its contractor. We have also reviewed the proposed MOU and it is our recommendation that the Board of Selectmen accept and endorse the proposed MOU.

**RECOMMENDED MOTION:**

Motion that the Town of Colchester BOS approve and endorse the proposed Memorandum of Understanding between the Town of Colchester, CT., Fuss and O'Neill, Inc., SumCo EcoContracting and The Nature Conservancy as recommended by the Town Engineer and the Public Works Director and that the First Selectman be approved to sign the MOU and any related documents.

## MEMORANDUM OF UNDERSTANDING

**Town of Colchester, CT  
Fuss and O'Neill, Inc.  
SumCo EcoContracting  
The Nature Conservancy**

This Memorandum of Understanding ("MOU") is entered into by and among The Town of Colchester, Connecticut (the "Town"), Fuss and O'Neill, Inc. ("FON"), SumCo Eco Contracting ("SumCo") and The Nature Conservancy, Connecticut Chapter ("TNC"), in order to address the maintenance of the riprap protection of the footings at the Papermill Road Bridge (the "Bridge") crossing the Jeremy River upstream from the Norton Papermill dam removal site in Colchester, CT.

### A. BACKGROUND AND PURPOSE:

The parties acknowledge that the Bridge, having a span that is only half the width of the Jeremy River, has footings that are shallow and are prone to scour. The Connecticut DOT has classified this narrow-span bridge as "scour critical". Ongoing repair, replacement and/or addition of riprap along the Bridge footings has been necessary in the past and continues to be necessary to ensure the Bridge footings remain protected. TNC completed the removal of the Norton Papermill Dam and site work, including the addition of riprap to help protect the Bridge footings in 2016, as per the project plans approved by both federal and state permit authorities and signed off on by FON. In the late summer and early fall of 2018, the riprap was significantly damaged from repeated and severe storm events.

The purpose of this MOU is to clarify the parties' respective commitments and responsibilities for the services currently required to reinforce the existing protection and to ensure ongoing inspection and maintenance of the Bridge footings.

### B. ROLES AND RESPONSIBILITIES OF THE PARTIES:

1. FON will be responsible for designing current repairs for the damage to the riprap at the Bridge in 2019 stemming from the 2018 storm events. These repairs will consist of restoring the rip rap protection to that which was approved originally by the Army Corps of Engineers. These repairs will be constructed by SumCo. TNC will be responsible for obtaining the necessary regulatory approvals. Costs for these repairs will be born by FON and SumCo, only.
2. Following design and construction of the current remedial repairs, the Town, as owner of the Bridge, will be responsible for future repairs and ongoing inspection and maintenance of the Bridge structure and the riprap along the footings.

### C. MISCELLANEOUS TERMS AND CONDITIONS:

1. This MOU takes effect upon the signature of the parties and shall remain in effect so long as the Town owns the Bridge, and/or the Bridge remains in place.
2. Nothing in this MOU shall obligate any party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the parties will require execution of separate agreements.

3. Each party is entering into this MOU at its own risk. No party shall be liable for any damages or losses, whether direct, indirect, consequential or special, suffered by any other party in connection with any party's performance of its services or performance of activities identified in this MOU, except to the extent such damages are caused solely by a party's gross negligence. Specifically, liability for any and all damages that may, or could, occur during the course of, or as a result of, services performed in accordance with, or activities performed under, this MOU, regardless of the nature or cause of such damages, but except for gross negligence, is hereby waived by the parties to this agreement.

4. This MOU is not intended to, and does not create, any right, benefit, fiduciary or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any other party.

5. FON will provide certification, upon completion of the repairs, that the work was completed per the original approved construction plan permitted by the Army Corps of Engineers.

**Town of Colchester**

**Fuss and O'Neill, Inc**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**SumCo EcoContracting**

**The Nature Conservancy**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
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