

First Selectman

From: l.pasternak <lpasternak@sbcglobal.net>
Sent: Sunday, March 5, 2023 1:32 PM
To: Rosemary Coyle; Deborah Bates; Andreas Bisbikos; jlachappee@colchesterct.gov; Denise Turner
Subject: Fundraising opportunities for the senior center

During the the last 5-6 months members of the Senior Center have been inquiring about a start for the "Friends of the Senior Center" (FOSC) program. Establishing this program has been in the Strategic Plan for 5 years now with no action by leadership at the Senior Center. Members would like to be engaged in this program and get started started on events such as the Holiday Bazaar, but are meeting resistance by the SC leadership. The alternative suggested by leadership at the Senior Center is to buy a Giving Tree, with the idea that leaves would start at \$500! I feel this strategy severely limits the donors pool.

The current donation plaque is featured in a dark area, where you are unable to read it without a flash light! This clearly doesn't reflect well on on how valued past contributors have been appreciated.

The Vision Statement for the Senior Center states, "A community resource dedicated to engaging, enriching, and empowering the lives of seniors". If this truly is the intent why are we being refused this opportunity to establish a FOSC (also helping holiday bazaar) to genuinely benefit the Senior Center, reach a wider donor pool and freeing up staff for other duties and obligations?

The Strategic Plan has listed under "opportunities ", Meaningful Volunteer Opportunities - instead we are relegated to making coffee, answering phones or calling Bingo? Why is the leadership at the Senior Center so reluctant to utilize people who want to genuinely help? We don't see much value in the current volunteer opportunities and would like genuine opportunities to help grow and support the Senior Center.! The present active members want to form and run a 'Friends of the Senior Center'.

Thank you or your consideration

Linda Pasternak

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

First Selectman

From: Michele Wyatt
Sent: Friday, March 10, 2023 12:49 PM
To: First Selectman
Cc: Rosemary Coyle; Denise Turner; Deborah Bates; Jason LaChapelle
Subject: Tax Collector Concerns
Attachments: LETTER TO BOF.doc

Dear members of the Board of Selectman

I am asking for this correspondence and the attached letter be entered into your upcoming meeting minutes. This year's budget process has been very different. I understand that we have had a transition in the finance department, however having a First Selectman who sat on the BOF seat for 6 years I would have thought things would not have changed so much. I have submitted a letter to the Board of Finance asking them to fund two accounts that the First Selectman cut without any prior notice. These cuts may enhance the First Selectman's budget but does not take into consideration what this money does to our taxpayers who already have a hard time. He has taken away the tools I use for enforcements that brings in tax dollars.

The second issue - I wanted to bring to everyone's attention what sending out bills 6 months past the original due date did to our revenue collections. One of the key pieces that Maggie Cosgrove always had us do at this time was project where our current budgets would come in at - this gives you a good understanding of what is going on now and if necessary to make adjustments. I used all the same formulas as in the past. Additionally, I took it a step further and did a 5 year look back and I came up with the same shortfall. The first column is the adopted budget, and the middle column is this years projected actual. The difference is revenue will be short by \$419,676.00 .Also, the projections for next year are going down. As I have stated to the BOF we will not have a tax sale this coming year - that is actually a difference of \$150K ; \$75K under Delinquent Taxes and \$75K under Interest and Penalties.

Here is the projected actuals for this current budget cycle as well as my proposed budget income for 2023-2024.

Please let me know if you have any questions.

	ADOPTED BUDGET <u>2022-2023</u>	PROJECTED ACTUAL <u>2022-2023</u>	PRO BU <u>202</u>
11303 TAX COLLECTOR			
11303 30111 CURRENT TAXES	41,386,722	40,981,918	
11303 30112 DELINQUENT TAXES	450,000	450,000	
11303 30113 INTEREST AND PENALTIES	300,000	285,000	
11303 34621 COPIER FEES	200	328	
TAX STABLIZATION PAYMENTS	455,255	455,255	
TOTAL TAX COLLECTOR	42,592,177	42,172,501	

Sincerely,

Michele Wyatt, CCMC

Tax Collector

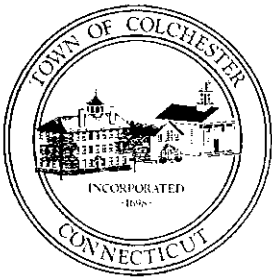
127 Norwich Avenue

Colchester, Ct 06415

Phone: 860-537-7210

Fax: 860-537-1147

Email: taxcollector@colchesterct.gov



Town of Colchester, Connecticut

OFFICE OF THE TAX COLLECTOR

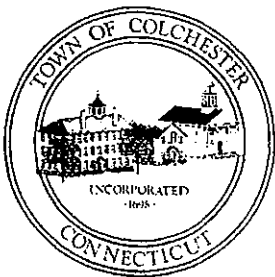
127 Norwich Avenue, Colchester, Connecticut 06415

To: Board Of Finance
From: Michele Wyatt; Tax Collector
Date: March 9, 2023
Re: Budget 2023-24

I have been in my position service for the last 8 years and during that time I've had the opportunity to present my budget to the First Selectman and CFO having complete conversations over the impact of what a decrease and/or increase would look like in my office. This year's process was very different. We were told to put in our budget needs and have a budget discussion with the First Selectman. On February 7th at 10am my meeting was held with the First Selectman. The Finance director was not present. I went over my budget with Andreas, and we discussed that there is a need to increase the per diem tax clerk from \$1,500 to \$3,000 a year. In going over my line items, it was discussed that we would lower my postage line item by \$1,500 and put that money into the per diem line item giving the office the necessary funding.

On the morning of the budget presentations, Andreas made a point to tell me in front of the Mary Williamson the finance director and his department clerk Mary Jane that my budget was fine that there were no cuts. The day after the presentations I reviewed my budget for the tax collector's office and there were cuts. The First Selectman did not provide me with accurate information since he reduced my already tight budget by \$2,000. When I questioned him about this issue, he said he could do whatever he wanted and that he was not going to have a budget increase. The actions of the First Selectman may enhance his budget but do not take into consideration what this money does to our taxpayers who already have a hard time. He has taken away the tools I use for enforcements that brings in tax dollars. If the BOF wants me to collect at the high collection rate that I have been collecting over the last 8 years, then I am asking that the funds be restored for the cuts that were made. My original request was for Office Supplies \$2,500 and Mileage, Trainings and Meetings \$3,500.00. Please fund my request so that I can continue to do my job as Tax Collector efficiently and with positive results.

Michele Wyatt – Tax Collector



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Minutes

Thursday, February 23rd, 2023, at 5:30 PM

Hybrid: Town Hall - Meeting Room 1 & Via Zoom

Members Present: A. Bisbikos (First Selectman), D. Bates, J. LaChapelle, R. Coyle, and D. Turner

Also Present: S. Sharpe (Fleet Maintenance), T. Angell (Field Maintenance), and J. Chaponis (Tax Assessor)

1. Call to Order – A. Bisbikos called the meeting to order at 5:33 PM
2. Pledge of Allegiance
3. Citizens Comments
 - M. Dubreuil spoke about the Senior Center Project.
4. Executive Session
 - R. Coyle made a motion to enter executive session for the public works director interviews and invited S. Sharpe, T. Angell, and J. Chaponis. 2nd by D. Turner. *Motion carried unanimously 4-0*
 - Board of Selectmen enter executive session at 5:34 PM.
 - J. LaChapelle joins the meeting and executive session.
 - Board of Selectmen exit executive session at 8:29 PM
5. Possible action regarding Public Works Director – No action
6. Purchases
 - A. Possible action to award the bid for the fuel oil looped system to Roach Plumbing & Heating/RWA and have the First Selectman sign any necessary documents.
 - R. Coyle made a motion to award the bid for the fuel oil looped system to Roach Plumbing & Heating/RWA and have the First Selectman sign any necessary documents with a bid total of \$12,712.00. 2nd by D. Turner. *Motion carried unanimously 4-0*
 - B. Possible action that the Board of Selectmen recommend the use \$12,712.00 for the fuel oil looped system to be installed at the Colchester Fire Department with the funding coming out of the Facility & Maintenance Reserve account and send the recommendation to the Board of Finance for final approval.
 - R. Coyle made a motion to transfer money from Facility Maintenance account number 20019609048734 Facility Maintenance to account number 12202-44208 Fire Department for the fuel oil looped system to be installed. 2nd by D. Turner. *Motion carried unanimously 5-0*
 - A. Bisbikos noted that because of the emergency nature of the project that he will be utilizing his authority invested to him under the charter and sign off on the project before bringing it to the Board of Finance. The Board of Finance will still review the project for technical recommendation.
7. Adjourn – D. Bates motioned to adjourn. 2nd by R. Coyle. Meeting adjourned at 8:34 PM

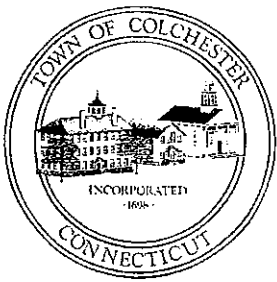
Minutes submitted by F. Brown.

Selectman@ColchesterCt.gov

860-537-7220

www.ColchesterCT.gov

RECEIVED
COLCHESTER, CT
2023 FEB 27 AM 9:31
Gayle Furman
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Special Meeting Agenda
Thursday, March 2nd, 2023, at 6 PM

Hybrid: Town Hall - Meeting Room 1 & Via Zoom

Members Present: A. Bisbikos (First Selectman), J. LaChapelle, D. Bates, D. Turner, and R. Coyle

Also Present: P. Watts (Senior Center Director), A. Migliaccio (Board of Finance Chair), S. Hoffmann (Fire Chief), Jon Lupachino (Scholar Painting)

1. Call to Order – A. Bisbikos called the meeting to order at 6 PM
2. Pledge of Allegiance
3. Executive Session
 - J. LaChapelle made a motion to enter executive session for the public works director interview. 2nd by R. Coyle.
Motion carried unanimously 5-0
 - Board of Selectmen enter executive session at 6:02 PM.
 - Board of Selectmen exit executive session at 7:19 PM
4. Possible action regarding the Public Works Director
 - R. Coyle made a motion to appoint Joseph Daniel Leone to the Public Works Director position contingent on a background check, a reference check, and the salary agreement that the Board of Selectmen determined contingent upon the signing of the offer letter. 2nd by D. Turner. *Motion carried unanimously 5-0*
5. Correspondence
 - Board of Selectmen had a discussion on the Senior Center Project.
6. Citizens Comments
 - M. Dubreuil spoke about the senior center referendum. D. Bouchard spoke about the senior center referendum. C. Russi spoke about the senior center strategic plan and fundraising. V. Rose spoke about collaboration this budget season. J. Rose spoke about working on the senior center referendum and the budgets at the same time. M. Hayes spoke about the polling of the Board of Finance in relation to the Senior Center referendum. K. Kardys spoke about conversations and emotions. B. Dennler spoke about working on the senior center referendum and the budgets at the same time. J. Farrell spoke about the senior center project referendum and emotions. G. Transue spoke about the senior center referendum.
7. Consent Agenda
 - R. Coyle made a motion to remove C & D from the consent agenda & rename C 7.1 and D 7.2 and rename the remaining letters A, B, and C as part of the consent agenda. 2nd by D. Turner. *Motion carried unanimously 5-0*
 - D. Turner made a motion to move the consent agenda. 2nd by D. Bates. *Motion carried unanimously 5-0*

7.1

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COLCHESTER, CT
2023 MAR -6 PM 4:14
Gayle Furrman
TOWN CLERK

- R. Coyle made a motion to allow permission to apply for the FEMA grants for the 800 megahertz radio system and the direct source vehicle capture system for a \$153,660 in grant submission. 2nd by D. Bates. *Motion carried unanimously 5-0*

7.2

- R. Coyle made a motion to approve the contract with Hiding Tennis Courts Repairs for tennis court repairs in the amount of \$5,884 and have the First Selectman sign all necessary documents as corrected. 2nd by D. Bates. *Motion carried unanimously 5-0*

8. Conversation with Scholar Painting on the Youth Center Roof

- J. Lupachino updated the Board of Selectmen on the status of the Youth Center Roof. A. Bisbikos will approve \$13,500 to hire a structural engineer to assess roof conditions and overall safety.

9. Boards & Commission Interview

- Sarah Smith-Levine was interviewed with the Open Space Committee

10. Senior Center Fundraising & Strategic Plan

A. Senior Center Fundraising Proposal Review

- P. Watts discussed a potential fundraising idea with the Board of Selectmen.

B. Senior Center Strategic Plan Review

C. Move to approve the Colchester Senior Center Strategic Plan (2023-2027) for the Department of Senior Services, as submitted.

- D. Turner made a motion to approve the Colchester Senior Center Strategic Plan (2023-2027) for the Department of Senior Services, with the corrections stated. 2nd by R. Coyle. *Motion carried unanimously 5-0*

11. Budget Preview

- A. Bisbikos presented Town Budget initiatives for the Town.

12. Citizens Comments

- D. Bouchard spoke about the senior center fundraising proposal, the town budget, and ARPA. L. Pasternak spoke about the Friends of the Senior Center and potential fundraising ideas. C. Russi spoke about potential fundraising ideas for the Senior Center. R. Silberman spoke about meeting decorum and the maintainer position. M. Dubreuil spoke about the senior center referendum. K. Kardys spoke about ARPA and the town budget. B. Dennler spoke about the facilities maintainer position. M. Egan spoke about the Board of Finance weighing in the needs of both the town and school. J. LaChapelle spoke about fiscal conservatism and ARPA funds to be utilized for the citizens.

13. First Selectman's Report

First Selectman's Report

1. The Town and Board of Education Budgets will be presented to the public and Board of Finance on Tuesday, March 7th at 6 PM. This will be a hybrid meeting and the zoom link will be made available tomorrow.
2. On April 23rd, our legendary hometown coach, David Shea will be inducted into the Connecticut Women's Basketball Hall of Fame. Coach thank you for your dedication to our community. This town loves you.

3. The Town of Colchester would like to send its condolences and prayers to the family and loved ones of Nicholas Norton. Nick Norton was a not only a titan in our community, but also well loved and respected person. I am personally glad to have known him. His legacy is an inspiration to us all.
4. A special shout out to Tim Angell, Jim Goselin, and the Colchester Public Works Department for a job well done this winter storm. Channel 3 joined them Tuesday night.
5. Operation Fairytale Dress Event will be Friday, March 3rd at Town Hall from 3 pm – 7 pm. Kidsignments is collecting prom dresses for those in need in New London County. Please consider supporting them.
6. The Friends of Cragin Memorial Library are holding a book and bake sale beginning Friday, March 3rd from 4 pm to 7 pm. The book sale will extend until Wednesday, March 8th during normal library hours.
7. This month we honor the women who have changed our nation through their perseverance, ingenuity, and unrelenting spirit. Our American life, culture, government, family, and traditions have been shaped by their spirit, beliefs, and determination. This month represents so much to so many, and the Town of Colchester is committed to supporting today's women as they embark on shaping their legacy.
8. Great job to The Colchester Community Theater for their presentation of Young Frankenstein. It was an honor to be a small part of the production.

14. Liaison Reports

- R. Coyle – ARPA concluded its recommendations; Chatham Health passed their budget with 4.6% increase to Colchester's per capita which is \$9,600; BRD, CSG, and representatives from the Senior Center Building committee held a meeting on value engineering, and groundbreaking for the new senior center is tentatively scheduled for April 21st.
- J. LaChapelle – BOE budget saw an increase of 9.83%

15. Adjourn – D. Turner made a motion to adjourn. 2nd by J. LaChapelle. Meeting adjourned at 9:19 PM

Submitted by F. Brown

COLCHESTER LIONS CHARITIES, INC.

DONATION REQUEST APPLICATION FORM

(All information must be filled in completely for this request to be considered. Please attach additional sheets if needed to supply all your information. Completed Donation Request Application Forms must be returned to Colchester Lions Club, P.O. Box 423, Colchester, CT 06415, and must be received by March 15, 2023 to be eligible for consideration.)

1. GENERAL INFORMATION:

A. Name of Organization: **Norton Park Committee, Town of Colchester CT**

B. Address: **127 Norwich Avenue, Colchester CT 06415**

C. Name of Contacts: **Kevin Byrne email: KevByrneCT@gmail.com D.**

Telephone: **Kevin Byrne 860-319-7012**

E. Fax (if available): **Not available**

F. Governing Board: Please attach the name, address and telephone number of the president of your organization. For officers and directors/board members, please provide their names, as well as the town and state where each one lives.
Committee Members:

Robert Misbach, Committee Chairman, Colchester CT

Nan Wasniewski, Committee Vice Chairwoman, Colchester, CT

Kevin Byrne, Committee Member, Colchester CT

Patrick Reading, Committee Member, Colchester CT

Julianna Cameron, Alternate Committee Member, Colchester CT

Linda Pasternak, Alternate Committee Member, Colchester CT

Debbie Bates, Committee Liaison, Board of Selectmen

2. ORGANIZATIONAL PROFILE:

A. What is the primary purpose of your group or organization?

On August 15, 2019, the Norton Park Committee was formed by the Town of Colchester to establish Colchester's newest park at the site of the former C. H. Norton Paper Mill and houses in North Westchester at 139 and 129 Westchester Road, Colchester CT. The location is at the intersection of Route 149/Westchester Road and Paper Mill Road and along the Jeremy River. The park will be a total of 6.4 acres (mill area: 3.9 acres, house areas: 2.5 acres).

B. Please describe your organization, along with a brief statement of its history and accomplishments.

The Town of Colchester has established the Norton Park Committee to design and build a new park at the site of the C.H. Norton Paper Mill and two former homes. This site has historical significance because it was one of the first water rights granted by King George in 1725 in the colonies. Numerous commercial enterprises were established along the Jeremy River in the 1700's and early 1800's, which gave rise to the village of North Westchester. The Norton Paper Mill was commercially active at the site from 1886 through 1958.

In April 2016, Nan Wasniewski sold the first two properties to the town of Colchester for \$1.00 with the stipulation that a park be built on the site. In February 2021, Nan Wasniewski sold a third parcel (129 Westchester Road) to the town again for \$1.00 with the same terms as the first sale. The Town of Colchester has sought grants for the demolition of the mill and remediation of the property. The original dam on the Jeremy River, built over 300 years ago and replaced in the 1800's, was removed in 2016 through the work of numerous agencies and environmental organizations through various grants.

C. What is the geographical scope of your (parent) organization?

The Norton Park Committee is a temporary committee under the Town of Colchester and will be disbanded once the park is established. The Norton Park Committee is charged with the development of a design plan with input from the Public Works Director, community and Board of Selectmen. This plan may include signage, plaques and land markers

3. AMOUNT OF FUNDING REQUESTED: \$500.00

4. PURPOSE

A. How would you classify what this donation would be used for?

This donation will be used to help purchase the mail entrance sign. The final design is still undecided, but we envision a large wooden sign which will be several thousand dollars.

Now please describe your goal/objective of the above:

Our goal is to provide a safe public access point for the community to enjoy the new Norton Park as an open space park (phase 1), which will only occur after mill site remediation and some basic work by the town is completed.

The park committee has been helping the town resolve final remediation issues wherever possible. Park construction can not proceed until final remediation.

B. Specifically, describe your planned event, program, or project by including a written project plan and expense projection.

We are looking for assistance to purchase a sign for the main entrance. The final design has not been voted on nor approved, but our current park design illustration is shown on the following web page:

<https://www.colchesterct.gov/norton-park-committee>

We expect the sign will be wooden and cost several thousand dollars.

C. What age group in Colchester specifically would benefit?

All age groups benefit from access to open space for relaxation and recreation, including fishing and other passive forms of recreation.

D. How many residents in the community of Colchester would benefit?

All Colchester residents would benefit from this new riverside park as well as the many visitors who come to Colchester. Plans for Norton Park will include improvement to sidewalk and the addition of signage along Rte.149/Westchester Road to Paper Mill Road with pedestrian/bicycle crossing signage proposed to encourage hikers and bicyclists to come to the park from the nearby Airline Trail safely.

E. What is the focus of the event or program?

The Norton Park Committee intends to work with the Town of Colchester for a phased approach to the creation of Norton Park to first deliver a basic open space park for passive usage. Development and fundraising (grants, donations, fundraising campaign) would continue for the delivery of the full park's amenities (see preliminary conceptual plan). The first phase would be the completion of the site's remediation, property clean-up, road and parking area. This entrance sign would likely be part of phase 2.

5. FINANCIAL INFORMATION

A. Do you have other sources of support/income for this event, program, or project? If yes, please specify names of sources and amounts contributed.

The Community Foundation of Eastern Connecticut has awarded a \$15,000 grant to support Phase 1. Through our fundraising efforts offering engraved commemorative items for the new park, we have received \$47,986 to date. This includes a \$15,000 grant from the Community Foundation of Eastern Connecticut. The balance of funding is from citizen donations and the purchase of commemorative items. We have spent \$568 to promote the park and do certain fundraising activities - such as

the “Let the Fish Swim” painting fundraiser. We also receive in kind contributions from citizens who help promote the park.

We expect to receive approximately \$140,000 from the town’s ARPA funding. This will allow us to complete Phase 1 of the park.

- B. Are you a tax-exempt organization? Volunteer committee under municipality
- C. Are you a non-profit organization? Volunteer committee under municipality
- D. Please submit an annual budget, up-to-date profit and loss statement or treasurers report so we can review your financial information. (Newly formed organizations with no previous financial history need to submit a **projected** budget.)

The Norton Park Committee has developed a conceptual plan for the new riverside park which can be viewed at the following page:

<https://www.colchesterct.gov/parks-facilities/pages/norton-park>

The construction of the park can not begin until remediation of the mill site is complete. This task is not handled by the park committee and the town has experienced unforeseen issues related to this remediation. The committee can not provide an actual date that construction will begin. We know the town is pursuing the final remediation steps with a priority.

Thank you for your consideration,

Kevin Byrne
Norton Park Committee members, Town of Colchester

March 14, 2023

3.1 Naming Facilities/Areas and Recognition

Town facilities/areas shall be named after a person, family, organization, or commercial enterprise only under the following conditions:

- A significant investment in personal time or financial investment shall have been made to the facility/area or users of such facility/area; or
- When a significant financial contribution has been made to the Town and it specifies a specific name which must be honored if the donation is accepted and duly recorded in the Town records; or
- In general, when it is to honor a significant contribution to our state, town, or nation.
- In all instances, when an individual's name will be on a Town facility/ /area it cannot be requested prior to the first anniversary of their death.

Sponsor groups should submit their request for the naming of a Town Facility/Area to the Town Clerk with a valid petition signed by 100 town electors. The Board of Selectmen will review a verified petition, evaluate the request as to its meeting the requirements (bulleted above) and determine whether to send to the voters at the next November election. If the ballot does not allow appropriate space for the question as determined by the Town Clerk, the BOS may vote to add the naming question to an upcoming referendum.

Each year on the November election ballot such petition requests will be put out to the voters for a decision.

The Board of Selectmen at their discretion, with a vote of eighty (80) percent of the Selectmen, may approve appropriate plaques, dedication of trees or other forms of recognition to accommodate and recognize groups and people that make significant contributions even though the facility or areas will not be named after them.

APPROVED 08/17/1995

Draft 1/4/23

Draft 1/8/23

Draft 3/9/23

Draft 3/10/23

First Selectman

From: Tiffany Quinn
Sent: Monday, March 13, 2023 3:58 PM
To: Denise Turner; Deborah Bates; Andreas Bisbikos; Rosemary Coyle; Jason LaChapelle
Subject: Updated and Revised Facility Use Application and Agreement
Attachments: 2023 Application for Use of Recreation Facilities 3.23 (002).pdf; Town of Colchester_Facilities Use Agreement_2023.Final.pdf; Indemnification and liability waiver 3.2023.pdf

Hello, I am attaching the forms that have been updated. This project has input and feedback from 7 department heads who discussed, proposed and agreed to the changes. The town attorney and I have been reviewing and revising and this is the final document.

These changes include the following:

- The rate changed to use the Town Green has been increased from \$50 to \$80 per day.
- New parking regulations that will hopefully serve to protect the work that has been done on the Town Green.
- New guidelines involving the Certificate of Insurance requirement based on insurance recommendations.
- The town participates in an insurance option called "Gather Guard" which will insure events- this information is being provided to the applicants.
- The Indemnification and Liability waiver has been updated (used when someone registers for a program).
- The Facility Use Agreement has been designed by the town attorney. The highlighted areas will be filled in or removed based on the application and requirements.
- The process to reserve a town facility will now be as follows: Applicant submits the complete application and the fee to reserve the dates. The Town will review the application and either approve, approve with changes, or deny it. If approved, the applicant will sign an Agreement and a permit will be issued.

I would like to discuss and possibly approve at the next Board of Selectman meeting so we can begin accepting reservations for community events.

Please let me know if you have any questions,

Tiffany Quinn, CCMO, CRPE (she, her)

Director, Colchester Parks & Recreation

127 Norwich Ave., Colchester, CT 06415

(860) 537-7297

<https://www.colchesterct.gov/recreation-department>



Please be aware that email communication can be intercepted in transmission or misdirected. Please communicate sensitive information by telephone or in person.

COLCHESTER, CT PARKS AND RECREATION

FACILITY USE INFORMATION AND APPLICATION

Colchester parks and recreation is happy to assist you with your event planning by offering the use of town parks, fields, and facilities.

Application information is included, along with the explanation of fees and the requirements.

We are proud of our parks and the work that is being done to improve these facilities.

As a community member, we ask that you take pride in your town and ensure that your area is left clean, neat, and ready for the next person.

We look forward to working together,

Tiffany Quinn & Matt Cicchese



Town of Colchester Facility Use Fees

The facility use fee includes utilities where available and specified on the permit. Should the event use more than what is considered “normal use”, the permittee will be billed for the excess use. This may include lights, electricity, and water. Athletic field lighting is a separate fee, please contact the office if needed.

Non-refundable Fees to use:

RecPlex Athletic Fields, Pavilion, Pickleball, Tennis and Basketball Courts

Resident	Non-Resident
\$80 for 4 hours	\$160 for 4 hours
\$160 for 8 hours	\$320 for 8 hours
*Reservations are available in 4hr blocks: 9am-1pm, 1pm-5pm, 5pm-9pm	

Non-refundable Fees to use the Town Green/Gazebo:

Resident	Non-Resident
\$80 per day	\$160 per day

Non-refundable Reservation Fee to hang a banner on the Town Green

Reservations will be accepted for a maximum of two consecutive weeks. Banners must be provided by the applicant 1 week prior to the reservation and picked up within 1 week after the reservation. Banners should be no larger than 4' x 15', made for use in all weather conditions, and pertinent to Colchester.

Resident
\$25 per week

Non-refundable Field Sustainability Fund Fees for Colchester Sports Leagues:

Field sustainability fees are deposited into a special account. The fees collected can only be used as stated in the policy. The full policy is available here: www.colchesterct.gov/recreation-department

	Resident	Non-Resident
Youth Leagues	\$10 per player, per season	N/A
Adult Leagues	\$10 per player, per season	\$20 per player, per season

Documentation Requirements:

Required Documents	Private Facility Use Closed to public AND less than 30	Public/Large Facility Use Open to public AND/OR more than 30
Facility Use Application (3 pages)	X	X
Facility Use Fees	X	X
Facility Use Agreement	X	X
Signed Liability Waiver for Each Participant		X
Certificate of Insurance	X	

* The Town of Colchester, in an effort to help individuals, groups, and organization obtain liability insurance when using Town of Colchester property, has enrolled in the “Gather Guard” insurance plan. You can access information and purchase event insurance here: <https://gatherguard.com/>
It is the responsibility of each group or event to obtain their own certificate of insurance when required.

FACILITY USE APPLICATION

Return all completed forms and appropriate fee to:
Colchester Parks and Recreation
127, Norwich Ave., Colchester CT 06415
(860) 537-7297 ~ parksandrec@colchesterct.gov

APPLICATION PROCESS:

- Please complete and submit pages 2-4 along with payment to secure your request.
- The Recreation Department will review your request and either approve or deny the request.
- If the application is approved, you will receive a Facility Use Agreement. Once the Agreement is completed, signed, and returned to the Recreation Department, a permit will be issued.
- If the application is denied your payment will be refunded.

Please choose one: _____ Colchester resident _____ Non-resident

Select type of event: _____ Private Event (closed to the public **AND** less than 30 people)
_____ Public/Large Event (open to the public **AND/OR** more than 30 people)

Name of Applicant _____

Address: _____

City, State, Zip: _____

Phone (Day): _____ **Phone (Evening):** _____

Email: _____

Organizations, Businesses, Sports Leagues to complete this section:

Name of Organization: _____

Site Supervisor: _____

Phone (Day): _____ **Phone (Evening):** _____

Email: _____

REQUIRED INFORMATION

Please provide complete and detailed information about your event

TYPE OF EVENT: _____

Date: _____ Times: _____

Location: _____

1) Estimated Attendance: _____ Will there be more than 30 people in attendance? ____ Yes ____ No

2) Is this event open to the public or is it private? _____ Public _____ Private

3) Price of public admission/tickets: _____ Vendor Fee charged: _____

4) Features, Food and performances (please list): _____

5) Will you provide portable toilets? ____ Yes ____ No

6) Will temporary structures (such as tents) be erected? ____ Yes ____ No *If yes, please provide a detailed site plan, including size and location of each structure and distances between structures. Tents may require an inspection/certification. Please contact the Colchester Building Dept. for more information:

<https://www.colchesterct.gov/office-building-official>

7) Will you need electricity? ____ Yes ____ No *If yes, the type of electrical cord being used must be indicated on the site plan. All electrical cords that will be on the ground must be protected with approved matting in the areas of walking. All lights in tents must have approved covers over all exposed bulbs. All wiring must meet the national electrical code for temporary use.

8) Will propane be used? ____ Yes ____ No *If yes, the tanks must be outside of the tent, properly secured and all tanks must be ASME or DOT approved with up-to-date stamps.

9) Will you need water? ____ Yes ____ No

10) Will police coverage be necessary? ____ Yes ____ No

11) Are there parking concerns, street crossing, overall safety, etc.? ____ Yes ____ No

12) *For some events, police coverage may be required. You will be notified if deemed necessary.

13) Have you been required to provide police coverage in the past? ____ Yes ____ No

14) Will food be prepared onsite and/or served? ____ Yes ____ No *If yes, please provide details, including the complete menu, how/where it will be prepared/served, and by whom. A Temporary Food Permit (14 days or less), Farmers Market or a Mobile Food Unit Permit will be required by Chatham Health District and are available at www.chathamhealth.org

List ALL Potential Vendors:

Name of vendor	Type of Vendor	Do they have their permit?

Colchester Recreation Complex

___ R1* ___ R2* ___ R3* ___ R4
___ R5 ___ R5 infield ___ R5 outfield ___ R6
___ R7 ___ R8*

___ *Sports Field Lighting (where avail, additional fee)

___ Pavilion: (4hr blocks: 9am-1pm, 1pm-5pm, 5pm-9pm)

Request may not exceed 2 consecutive days and will be issued on a one-time basis for these facilities:

___ Pickleball Courts ___ Tennis Courts ___ Basketball Courts

Town Green

___ Gazebo ___ Softball Field ___ Entire Green ___ Electricity Needed ___ Water Needed

Display banner on Town Green: (Please provide requested dates to hang banner)

Ruby & Elizabeth Cohen Woodlands (specify areas to be used)

Parking Permits (only if you are requesting vehicle access to park on town green or any field)

___ #of vehicles ___ Parking on park/field ___ drop off/pick up only, not parking.

___ # of handicapped spaces required.

The applicant is responsible for the required oversight and control of all parking and driving on the Town Green. This includes preventing access to the public and issuing parking passes only to approved vehicles.

Please provide any additional information that would be useful for us to understand:

FACILITIES USE AGREEMENT

This Facilities Use Agreement is made as of this ____ day of _____, 2023, between _____, a _____ with an address of _____ (“Licensee”) and **THE TOWN OF COLCHESTER**, _____ (the “Town”).

In consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License.** The Town hereby grants to Licensee a non-exclusive license to use **[describe the Facilities/areas of Facilities and exclude others]** located at _____ (the “Facilities”) for the purpose of _____ (the “Program”) **[Monday through Friday]** from _____, 2023 (“Start Date”) through _____, 2023 (“End Date”, and together with the Start Date, the “Event Date(s)”). Licensee’s use of the Facilities is subject to the terms and conditions of this Agreement. The Facilities are licensed for use in their “AS IS,” “WHERE IS” and “WITH ALL FAULTS” condition. This Agreement constitutes a license, not a lease, and the relationship of the parties hereunder is that of a licensor and licensee, and not that of a landlord and tenant.
2. **Program Description.** Use of the Facilities shall be limited to the Program Description (as defined on Schedule A), which such description shall not be amended by Licensee without the prior written consent of the Town, which shall be granted by the Town in its sole and absolute discretion. Any modifications to the Program Description which are permitted by the Town, including, but not limited to, a material change in the number of Participants, may require an adjustment to the Fee (as defined herein) if warranted, as determined by the Town in its sole and absolute discretion.
3. **Certain Licensee Responsibilities.** Licensee shall be solely responsible for the safe and lawful operation, management and supervision of its activities conducted at the Facilities, and for the safety, security and conduct of its agents, employees, invitees, participants and guests (collectively, the “Participants”). Licensee shall furnish all personnel, materials, equipment, supplies and incidentals required for the Program. Except as expressly set forth in this Agreement, the Participants shall not use any Town equipment or supplies, whether or not such equipment or supplies are accessible to Participants at the Facilities. **[Licensee fully understands that use of any picnic tables located at the Facilities is not guaranteed.]**
4. **Fees.** Licensee shall pay the Town a Fee as described on Schedule A (the “Fee”) for the use of the Facilities during the Event Date(s) in accordance with the terms set forth in this Agreement. To secure the Event Date(s) for the Program, this signed Agreement must be received by the Town no later than _____, 2023.

Failure to remit the Fee or other payments required under this Agreement in accordance with the terms of this Agreement shall, among other remedies of the Town for Licensee’s default, entitle the Town to cancel this Agreement immediately and/or to impose an interest fee on any due and unpaid amount at a rate of 1.5% per month until paid. It is further agreed, in the event of non-

payment, that the Licensee will be responsible for the Town's costs of collection, including attorneys' fees.

5. **Insurance.** Licensee, and its subcontractors if applicable, shall maintain all insurance required by the Town, as shown on the attached Schedule B. Licensee shall provide a Certificate of Insurance evidencing such required coverage to the Town by _____ for review and approval by the Town.
6. **Police, Fire and Emergency Services Coverage.** Licensee shall secure police, fire and/or emergency services coverage for the Program in the manner described on Schedule A and as may be determined by the Town in its sole discretion at any time. The sole cost and expense of the police and/or emergency services coverage shall be paid by Licensee.
7. **Indemnity; Waiver; Assumption of Risk.** As consideration for use of the Facilities on the Event Date(s), Licensee agrees, without limitation, to indemnify the Town, its employees, directors, officers, agents, successors and assigns (the "Indemnified Parties") and hold them harmless from and against any and all losses, damages, liability, claims, costs and expenses (including attorneys' fee and court costs), arising out of or in any way connected with or resulting in any way from the Program or the use of the Facilities or any other Town property by Licensee, Participants, or any agents, employees, invitees or person(s) affiliated with Licensee. Licensee hereby waives any claims against the Indemnified Parties and releases the Indemnified Parties from any claims arising from this Agreement and/or the use of the Facilities, except, to the extent permitted by law, for such claims arising solely from the willful misconduct of the Indemnified Parties. Among other claims, Licensee hereby waives and releases the Indemnified Parties from any possible claim for negligence that arises from this Agreement and/or the use of the Facilities. Licensee assumes the risk of any loss or damage to its property or the property of any Participant or person or entity authorized by Licensee to be at the Facilities. The Town, its employees, directors, officers and agents shall not be responsible or liable for any loss of, or damage to, such property while at the Facilities regardless of how the loss or damage is sustained. This Section shall survive expiration or termination of this Agreement.
8. **Damage to Property or the Facilities.** Licensee assumes full responsibility for any and all damage to the Facilities and/or theft or loss of any Town property, Licensee property or Participant property associated with Licensee's use of the Facilities and/or Town property on the Event Date(s). Licensee shall further assume full responsibility for any and all clean-up required at the Facilities following the Event Date(s). Licensee shall reimburse the Town for repairs of such damage or replacement of such loss and/or the clean-up of the Facilities within thirty (30) calendar days of receipt of the Town's invoice for the same. It is further agreed, in the event of non-payment, that Licensee will be responsible for the Town's costs of collection, including attorneys' fees. This Section shall survive the expiration or termination of this Agreement.
9. **Compliance with Law.** Licensee shall, at its own expense, comply with all municipal, state and federal laws, permits, ordinances, rules, regulations, guidance, executive orders, best practices and Town policies, the Town Charter, regulations, the general Town rules described on Schedule C and any rules posted at the Facilities, and any other such rules applicable to the use of the Facilities, including any best practices, guidance and laws related to holding events, gatherings or other events in general, during the COVID-19 pandemic, as the same may be amended (collectively, the

“Laws”). In case of inconsistencies within the Laws or this Agreement, the Licensee shall comply with the most conservative provisions. The Licensee acknowledges the changing nature of laws generally and agrees that it is solely responsible for consistently monitoring the Laws, including those related to COVID-19, and any changes thereto and to promptly develop and implement any required changes to the Program in order to ensure compliance with the same. Licensee shall, at its own expense, obtain all permits, licenses and governmental approvals required to operate the Program and remit copies of the same to the Town at least **thirty (30)** calendar days prior to the Start Date. Licensee shall pay any fines or penalties assessed for failure to comply with any such Laws and the failure to obtain or comply with such required permits, licenses and approvals, and shall pay any expenses, legal or otherwise, incurred by the Town due to Licensee’s failure to so comply. This Section shall survive the expiration or termination of this Agreement.

10. **Termination/Cancellation.** The Town and the Licensee may cancel or terminate this Agreement, in whole or in part, for any reason and at any time upon prior written notice to the other party. If the Town cancels or terminates this Agreement, the Town’s liability to the Licensee shall be strictly limited to a refund of the Fee (if already paid). If the Licensee cancels or terminates this Agreement *after* it has paid the Fee to the Town, the Licensee agrees that the Town shall not refund the Fee, or any portion thereof, to the Licensee.
11. **Town Remedies.** Should the Town determine in its sole discretion that the Licensee has failed to comply with any term of this Agreement or that any Participant(s) is detrimental to the health, safety or well-being of any person or threatens to, or causes, damage to the Facilities, or other Town property, then such failure/conduct may result in any one or more of the following actions: the immediate termination of this Agreement, the immediate termination of the Licensee’s use of the Facilities on the Event Date(s), the immediate removal of the individual and/or group of individuals responsible for the conduct, notification to the Colchester Police Department, loss of the Fee and any other payments made or due to the Town, denial of future use of Town property, including the Facilities, and a fee assessment to cover any damages. Nothing in this Section shall limit the Town’s right to bring any action under law or equity, and the Town’s remedies hereunder shall be cumulative. This obligation to pay shall survive the termination of this Agreement.
12. **Supervision and Conduct.** Licensee shall be responsible for full adult supervision by Licensee’s staff member(s), volunteer(s), or designee(s) (collectively, the “Licensee’s Representative”) of all Participants attending the Program, and Licensee shall further be responsible for any damage caused by such Participants. Licensee shall, and shall cause all Participants to, comply with the terms of this Agreement, all rules, regulations and policies of the Town, and all directives of Town personnel. The Town reserves the right to eject or cause to be ejected from its property any Participant who does not so comply. All property and effects of Licensee or Participants which may be on the Facilities during the Event Date(s) shall be at the sole risk and hazard of Licensee. Licensee shall promptly remove such property and effects upon termination of the Program. At least **seven (7) business** days before the Start Date, the Licensee shall provide the Town with the name(s), email address(es) and cell phone number(s) of the Licensee’s Representative(s) who will be present at the Facilities on the Event Date(s) and responsible for the supervision of the Program.
13. **Promotion of Program.** Licensee shall assume full responsibility for the organization and promotion of its Program. Licensee shall not in any way represent or imply in any communication, including its website, that it is affiliated in any way with the Town other than as a licensee for the

limited use of the Facilities for the Program. Licensee shall not represent or imply that its activities, including the Program, are endorsed or approved by the Town. Licensee may not use the Town's name other than to indicate the address of the Facilities. Other than as permitted in the foregoing sentence, the Licensee may not use the Town's name or in any manner refer to the Town in any advertising, publicity, promotion, or otherwise without the Town's prior written consent, which may be granted in the Town's sole and absolute discretion. Additionally, all such materials shall bear the legend in a conspicuous place that the Licensee is not affiliated with or operated or supervised by the Town, or some similar legend approved in writing by the Town. The Town shall have the right, but not the obligation, to review all promotional and advertising material before publication and to make any such changes therein as the Town deems desirable. Licensee shall not use the Town's name on any uniforms or other items created for the Participants. Licensee shall not sell or distribute any products on which are placed the Town name. The phrase "Town name" shall mean the "Town of Colchester", the "Town" or "Colchester". Notwithstanding anything contained in this Section to the contrary, Licensee may use the name "_____".

14. **Parking.** Licensee and the Participants shall be permitted to park in designated areas only. Such designated parking spaces shall be described on Schedule A, and subject to the limitations described on Schedule C attached hereto. Any driving or parking without a parking pass or in unapproved areas as required herein may result in ticketing, fines and/or denial of future use of the Facilities. The Licensee is solely responsible for overseeing and controlling the parking and driving at and around the Facilities.

15. **Town Rules/Participant Waivers.** Licensee is responsible for knowing and complying with all rules, regulations and policies in Schedule C, and shall ensure that each of the Participants are aware of, and will comply with, all such rules, regulations and policies, as the same may be changed from time to time. Licensee shall review and sign a Waiver in the form attached as Schedule D hereto and submit a copy of the same to the Town by _____. OR

Licensee is responsible for knowing and complying with all rules, regulations and policies in Schedule C, and shall ensure that each of the Participants are aware of, and will comply with, all such rules, regulations and policies, as the same may be changed from time to time. Licensee shall review and sign a Waiver in the form attached as Schedule D hereto and submit a copy of the same to the Town prior to _____. Licensee shall also obtain a fully-executed Waiver in the form attached as Schedule D from each Participant and retain a copy of the same for seven (7) years. Licensee agrees that upon the Town's request, Licensee shall promptly provide the Town with copies of any or all such executed Participant waivers. OR

Licensee is responsible for knowing and complying with all rules, regulations and policies in Schedule C, and shall ensure that each of the Participants are aware of, and will comply with, all such rules, regulations and policies, as the same may be changed from time to time. Licensee shall review and sign a Waiver in the form attached as Schedule D hereto and submit a copy of the same to the Town prior to _____. Licensee shall also obtain a fully-executed Waiver in the form attached as Schedule D from each Participant and submit a copy of the same to the Town at least one (1) business day prior to the Start Date.

Failure to comply with this Section may result in the termination of this Agreement.

16. **Inspection.** Licensee shall cooperate with and shall permit any representative of the Town to be present at and inspect all activities and Facilities associated with the Program. Except in the case of emergency, such inspections shall be conducted in the company of a representative of the Licensee. Notwithstanding the foregoing, the Town may enter the Facilities at any time to make repairs and complete work orders so long as such repairs and work do not materially interfere with the Program.

17. **[If not applicable - delete and leave as intentionally blank] Background Checks.**

A. Background and Employment History Checks.

(i) To the extent permitted by law, Licensee shall perform (or cause to be performed) as regards all of its staff members, volunteers or designees (each, a "Licensee Representative") who will be physically present on the Facilities in connection with the Program, appropriate background checks within thirty (30) calendar days prior to the date such Licensee Representative begins performing services for Licensee pursuant to this Agreement. Such background checks shall include, at a minimum and without limitation, a national criminal background check and a search of both the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families. For those Licensee Representatives who are to be physically present on the Facilities in connection with the Program and whose current or most recent employment occurred out of state, the out-of-state equivalent of the Connecticut Department of Emergency Services and Public Protection's sexual offender registry and the Abuse and Neglect Registry of the Connecticut Department of Children and Families shall be checked. Licensee shall complete (or cause to be completed) said background checks as to each Licensee Representative prior to such staff person being permitted to be physically present on the Facilities. If Licensee receives any information indicating that any Licensee Representative may be registered as a sexual offender, may have a record of abuse or neglect, or is, either due to a criminal history or in any other manner, unfit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present, Licensee shall immediately forward such information to the Town, to the extent permitted by law, and shall immediately remove such Licensee Representative from the Facilities and from participation in the Program.

(ii) Licensee represents and warrants that, in its best professional judgment, each Licensee Representative staff maintains the appropriate qualifications and is fit to perform services which could involve direct contact with minor children, or which may involve working in or near property on which minor children may be present. Licensee shall immediately remove any Licensee Representative from the Facilities and from the Program if requested to do so by the Town (which request shall be made in the Town's sole discretion) or if it becomes known to Licensee that such Licensee Representative may be a danger to the health, safety or well-being of the Town community or any minor children.

B. Subcontractors. Licensee shall include, and shall require all subcontractors to include, this Section 17 in all subcontracts for the Program.

C. Compliance. By execution of this Agreement, Licensee represents and warrants that it has fully complied with the requirements of this Section. Licensee shall pay all fees and costs associated with the background and employment history checks required under this Section 17. To the extent permitted by law, Licensee agrees that upon the Town's request, Licensee shall promptly provide the Town with any documentation related to such compliance. Failure by Licensee to comply with its obligations under this Section 17 shall constitute a material breach of this Agreement. Notwithstanding any provisions herein to the contrary, failure to comply with this Section shall be grounds for immediate termination of this Agreement.

18. Independent Contractor. Licensee acknowledges that it is an independent contractor in connection with the use of the Facilities. In accordance with its status as an independent contractor, Licensee covenants and agrees that it will conduct itself consistent with such status, and that neither Licensee, nor its officers, employees or agents shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to, Worker's Compensation coverage, Unemployment Compensation coverage, Unemployment Insurance Benefits, Disability Benefits, Social Security coverage or retirement membership credit.
19. Force Majeure. The Town shall not be liable or responsible for any act, occurrence or event outside of its reasonable control, including, but not limited to, any occurrence related to COVID-19 (each, a "Force Majeure Event"). If the Town suffers a Force Majeure Event that would require the suspension or cancellation of this Agreement, the parties will work together in good faith to resume performance hereunder on a mutually agreed upon date or period, or, failing that, either party may terminate this Agreement upon written notice to the other party.
20. Taxes. Licensee acknowledges that the Facilities are currently exempt from municipal taxes. In the event that all or any part of the Facilities become taxed as a result of this Agreement, Licensee shall pay such taxes to the taxing authority promptly upon demand by the Town. This Section shall survive the termination of this Agreement.
21. Governing Law. This Agreement shall be construed under and governed by the laws of the State of Connecticut. Any disputes under this Agreement shall be brought in a court of competent jurisdiction within the State of Connecticut.
22. Counterparts. This Agreement may be executed in counterparts, and electronic signatures, including PDFs, DocuSign or similar platforms (and counterparts delivered by electronic means) shall have the same force and effect as original signatures. All counterparts taken together shall constitute one and the same Agreement.
23. No Assignment. Licensee shall not assign this Agreement or any rights hereunder or delegate any obligation hereunder without the prior written consent of the Town, which consent shall be granted in the Town's sole and absolute discretion. Any attempted assignment or delegation without prior written consent shall be void and constitute a breach of this Agreement.
24. Non-Discrimination. The Town does not discriminate against any person or group on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status as a veteran, intellectual disability, mental disability or physical disability in the

admission to or enjoyment of its Facilities. Licensee also shall not so discriminate while using the Facilities.

25. **Notices.** All notices or other communications provided for in this Agreement shall be in writing and delivered in person or by first class mail, overnight courier or electronic mail and shall be addressed to the applicable contact party below at the address in the first paragraph of this Agreement or the email address below. All such notices shall be deemed to have been given when actually received, except that if a notice or other document is refused delivery or cannot be delivered because of a changed address of which no notice was given, such notice or other document shall be deemed to have been delivered on the date of such refusal or inability to deliver. Either party, by notice to the other party, may designate additional or different addresses for subsequent notices or communications.

Town contact: Recreation Department
Email: parksandrec@colchesterct.gov
Phone: (860) 537-7297

Licensee contact: _____
Email: _____
Phone: _____

This Agreement is executed as of the date first written above.

[LICENSEE]:

THE TOWN OF COLCHESTER, CONNECTICUT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Schedule A

Program Requirements

1. Program Description:

Estimated number of Participants: _____

Program Description and Schedule: _____

2. Program Fee: _____ (Total fee listed here; if you want to include subcategories to show how the Town came up with the fee, say comprised of.. and then list the categories with the same working on the application)

3. Police, Fire and Emergency Services Coverage: _____

4. Parking: _____

Parking Map: See attached Schedule A-1 for parking map

Parking Passes: Licensee shall be provided with the following numbered parking passes, which shall be displayed at all times at the front of the vehicle: _____

Note: Town Green: There is no parking or driving at any time on the Town Green. If the Facilities being utilized by the Licensee pursuant to this Agreement include the Town Green, the Licensee shall be solely responsible for oversight and control of the parking and driving of all Participants. Unless required by law or specifically permitted in this Schedule A, no motorized vehicles shall be permitted to drive or park on the Town Green.

Authorized Parking: [none or state which can drive on the Green]

Schedule B

Insurance Requirements

At all times during the term of this Agreement, the Licensee, at its own expense, shall have in force the coverage indicated below, and such coverage shall include a waiver of subrogation by the Licensee's insurer:

- (A) Commercial General Liability including Products/Completed Operations, contractual Liability, Sexual Abuse/Molestation and Broad Form Property Damage, at a minimum limit of \$1,000,000 C.S.L. for Bodily Injury and Property Damage.

Certificates of Insurance must satisfactorily evidence the required coverage and also provide that prior to policy cancellation or nonrenewal that the insurer will give the Town thirty (30) days advance written notice of any such cancellation or material change in coverage.

Schedule C

Rules and Regulations for the Facilities

1. Licensee must follow all posted signs at the Facility.
2. There shall be no smoking on Facilities.
3. Licensee shall not permit the use, possession, sale or storage of any alcohol or tobacco products or any illegal substances in the Facilities or elsewhere on the Facilities.
4. Licensee shall not permit livestock, food vendors, pools, sprinklers, open flames or inflatables unless specifically indicated on Schedule A.
5. Licensee must provide all trash bags and pick up and remove all trash from the Facilities at the end of each Event Date.
6. The Town's maintenance, security, and administrative personnel are charged with the responsibility of the Facilities and may terminate Licensee's use of the Facilities at any time if, in said individual's sole opinion, the conduct of the Participants threatens the safety or well-being of Town personnel, the Participants, and/or the community at large, or threatens to, or causes, damages of the Facilities.
7. Licensee agrees to abide by all staffing and/or security requirements (i.e., off-duty police, security guard, maintenance personnel) as determined by the Town for the Program.
8. Licensee is responsible for ensuring that all Participants and Licensee staff park in approved, designated parking spaces as indicated on Schedule A. Parking is subject to availability.
9. A duly designated representative from the Program shall be present one (1) hour prior to start time on the Start Date and shall remain with the Participants until they have left the Facilities.
10. Licensee shall comply with, and shall cause the Participants to comply with, all instructions of Town personnel regarding use of the Facilities or any property of the Town and compliance with the Town rules and regulations set forth or referenced in this Schedule D.

Schedule D

Participant Waiver (attached)

TOWN OF COLCHESTER

NOTICE OF RISK, WAIVER, AND INFORMED CONSENT

For and in consideration of the TOWN OF COLCHESTER, CONNECTICUT (the "Town") allowing the undersigned ("Participant") to use and access the [redacted] (the "Facility") located at/on [redacted] for participation in [describe group hosting] (collectively, the "Activities"), the undersigned, for myself, spouse, child(ren), heirs and next of kin, hereby acknowledge and attest that I have reviewed this Notice of Risk, Waiver, and Informed Consent (the "Notice"), and agree to its terms as follows:

INFORMATION ABOUT THE FACILITY AND THE ACTIVITIES

The Activities will consist of the use of the Facility for participation in [redacted] that is being run by [redacted]. The Activities include [redacted]. The Facility contains [redacted]. There are numerous risks and dangers associated with the Activities and the Facility, included those described under "Assumption of Risk" below.

ACKNOWLEDGMENTS, WAIVER, AND INFORMED CONSENT

By signing below, the undersigned attests to have read this Notice, including the Information About the Facility and the Activities, and acknowledges that the undersigned understands the risks associated with the Facility and the Activities as a result of use of the Facility and participating in the Activities. By signing below, the undersigned further warrants and agrees to the following:

1. I have been given ample opportunity to review this Notice and understand the contents herein. I acknowledge that use of the Facility and participation in the Activities is voluntary and optional. I further acknowledge that [redacted] is sponsoring/running the Activities and that the Town has is not running, sponsoring, hosting, endorsing or supervising the Activities.
2. I agree to abide by all Town policies, procedures and protocols regarding use of the Facility, including, but not limited to, policies that prohibit use of the Facility by any individual who has contagious illnesses, including COVID-19, or symptoms thereof; and any specific rules governing the use of the Facility and participation in the Activities, including any rules posted at the Facility, which may change from time to time.
3. I hereby attest that (i) I am in good health and in proper physical condition to participate in the Activities; and (ii) I have not been advised of any medical conditions that would impair my ability to safely participate in the Activities. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Activities.
4. If the Participant is a minor child, I hereby attest that (i) I am the parent or legal guardian of such minor child and in signing below, (ii) I consent to my child's use of the Facility and participation in the Activities in accordance with the terms stated herein, and (iii) I attest that my child is in good health and in proper physical condition to participate in the Activities, that I have not been advised of any medical conditions that would impair my child to safely participate in the Activities, and that it is my sole responsibility to determine whether my child is fit and healthy enough to participate in the Activities.

- 4
5. **Assumption of Risk.** I fully understand that use of the Facility and participation in the Activities involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness and disease, permanent disability, paralysis and death; loss of or damage to personal property or equipment; accidents involving other participants in the Activities or those visiting the Facility; contact or collusion with natural or manmade objects; Facility issues, situations beyond the control of the Released Parties (as defined below), and other undefined, not readily foreseeable and presently unknown risk and dangers, including those related to COVID-19 and/or other contagious illnesses. I acknowledge that the Town does not provide a staffing, supervision, instruction, or assistance for the use of the Facility or participation in the Activities. Despite these dangers, I am voluntarily choosing to use the Facility and participate in the Activities. In consideration for being allowed to use the Facility and participate in the Activities, I fully ASSUME ALL RISKS, inherent and otherwise, whether or not described above, in connection with the use of the Facility and participation in the Activities.
6. **Waiver and Release.** In addition to the above assumption of risk, I expressly release and forever discharge and hold harmless the Town, any of the members of any of its boards, officials, employees, agents, contractors and/or assigns from all liability or claims that I or my heir may have against the Town, members of its boards, officials, employees, agents, contractors and/or assigns (each, a “Released Party” and collectively, the “Released Parties”) with respect to any bodily injury, personal injury, illness, death, property loss or other harm or issue that may result from the use of the Facility and/or the Activities. These agreements of assumption of risks and waiver do NOT apply against a Released Party if (1) the liability, damage, loss or injury is CAUSED SOLELY BY THE NEGLIGENCE of such Released Party and do not include the negligence or any other act or omission by any other person or entity (such as other attendees or other third parties or independent vendors/contractors); or (2) the liability, damage, loss or injury is CAUSED BY THE RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party. These agreements of assumption of risks and waiver will be construed in accordance with Connecticut law.
7. **Indemnification and Hold Harmless.** I agree to defend and hold harmless the Released Parties from any and all claims, lawsuits, or demands made by anyone arising from or relating to the my use of the Facility or participation in the Activities, except for NEGLIGENCE CAUSED SOLELY BY a Released Party or the RECKLESS, WANTON or INTENTIONAL MISCONDUCT of a Released Party.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AND AGREE TO ABIDE BY ALL OF THE INFORMATION INCLUDED IN THIS NOTICE OF RISK, WAIVER, AND INFORMED CONSENT. I FURTHER UNDERSTAND THAT BY SIGNING THIS NOTICE THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Participant's Printed Name

Signature of Participant

Signature of Parent/Guardian If Participant is Under 18

Date

ARPA Ad-hoc Committee Executive Summary

This executive summary will serve as a supplemental document to explain the final municipal project assessments and recommended priority list (which are those projects that have not been encumbered up to this point) completed by the ARPA Ad-hoc Committee (ARPA Committee).

The attached municipal recommended priority list has passed by a unanimous vote of the ARPA Committee to be considered as the most important municipal projects that the Committee recommends be considered for final funding decision by the Board of Selectmen. The 17 projects totaling an estimated \$3,423,781.00 were carefully considered. Each project was submitted via its own ARPA application and each project was presented by the appropriate town representative to both introduce, describe, and justify the request. Each ARPA Committee member rank-ordered the list of municipal projects with the goal of staying within the remaining ARPA budget for municipal projects which was \$2,207,906.00. Those individual rankings were then averaged together to produce a joint, finalized team recommended list which is shown below.

Project Description	Cost
Town Hall Roof - Part 2	\$ 321,460.00
70" Tower/Highland Woods	\$ 390,000.00
Family Empowerment - Year 2	\$ 9,059.00
Town Hall HVAC/heat pumps - Part 3	\$ 415,000.00
Grant program	\$ 100,600.00
Field Irrigation	\$ 250,724.00
Equipment/Apparatus for new vehicles	\$ 124,444.00
Catch Basins/New Parking Lot	\$ 190,000.00
800 mhz radio system upgrade	\$ 36,000.00
Police Expansion	\$ 228,000.00
Norton Park	\$ 141,061.00
TOTAL	\$ 2,206,348.00

Along with delivering the final team recommendations for the municipal projects, the ARPA Committee also wanted to offer additional commentary on this list:

- The ARPA Committee did not have final quotes for all the ARPA municipal projects. The Committee made recommendations on the best information that was provided.
- The ARPA Committee added an encumbered line item of \$100,000 in contingency funds based on the previous bullet point. It was important to account for the potential overages based on project estimations. If the contingency funds are not fully used, the ARPA Committee recommends those funds become reallocated to a social services program to benefit the townspeople of Colchester.
- There was an encumbered dollar amount totaling \$15,000 that was originally approved for the Affordable Housing Plan. Because there was a state grant that compensated for the \$15,000, this dollar amount is now back to a non-encumbered status. It is the ARPA Committee's recommendation that this dollar figure be added to the \$100,000

contingency fund allocation to account for ARPA project overages, or used for needed social services programs.

- The youth center ARPA Application in the amount of \$500,000 was not recommended based on a team majority that it did not qualify under the mandatory criteria of the ARPA application review and recommendation process. The reason is that there was no plan or justification for the dollar figure requested. The ARPA Committee did agree that a youth center is desperately needed and should be pursued by the town with a plan for proper location, thorough cost estimates, and community input.
- Aside from the youth center, the five other complete project applications have been deemed worthy of funding should the Board of Selectmen find alternative funding sources.

Sincerely,

The ARPA Committee

Dave Koji, Chair

Greg Barden, Vice Chair

Jenn Cox

Jack Faski

Denise Mizla

Marge Mlodzinski

Stan Soby

First Selectman

From: Greg Barden <gbarden06415@gmail.com>
Sent: Tuesday, February 28, 2023 7:50 AM
To: Rosemary Coyle
Cc: Dave Koji; Andreas Bisbikos
Subject: Final ARPA Survey Results

Good morning Rosemary,

Below please find the results of the ARPA Municipal Projects survey, with the digital and hard copy counts separate, then tallied.

I presume you will present these to the full Board of Selectmen at your next meeting. Dave and I are available for any questions, but this should speak for itself.

Thanks,
Greg Barden, Vice-Chair
ARPA Ad-Hoc Advisory Committee

		Online Responses	Hard Copy	Total Responses
Norton Park	Norton Park	518	3	521
Fire Department	Equipment/Apparatus for new vehicles	504	4	508
Youth & Social Services	New youth center	381	0	381
Fire Department	800 mhz radio system upgrade	373	6	379
Youth & Social Services	Grant program	356	3	359
Parks & Recreation	Field Irrigation	328	2	330
Parks & Recreation	New skatepark	307	1	308
Water Department	70" Tower/Highland	283	5	288
Police Department	Expansion	266	2	268
C3	Family Empowerment - Year 2	243	0	243
Planning Department	Public Parking Lot	241	2	243
First Selectman	Town Hall Roof - Part 2	226	4	230
Planning Department	Sablitz Parking Lot	228	1	229
Parks & Recreation	Tennis Courts	226	2	228
First Selectman	Natural Gas Extension	172	2	174
Fire Department	Catch Basins/New Parking Lot	161	5	166
First Selectman	Town Hall HVAC/heatpumps - Part 3	160	2	162

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Q1 Which of the following municipal projects would you like the town of Colchester to consider using ARPA funding for? For your response to be counted, you must choose between 6-10 projects by clicking the check box next to the project you would like to choose.

Answered: 702 Skipped: 0



ANSWER CHOICES

RESPONSES

Project Name: Family Empowerment (Click HERE to access ARPA Application)Department: C3 - Collaboration for Colchester's ChildrenCost Estimate: \$9059.00 Brief Description: The funds would be used to fund our Family Empowerment Facilitator. This position is not an employee, but an individual paid hourly to design and facilitate family empowerment programming such as Circle of Security, the Village Support Group, a Joyful Noises group and workshops on building resilience. The facilitator also fosters relationships with and among participants in C3 programming, connects families to community resources, assists in the recruitment of participants, and supports families in developing personalized plans to address individual life challenges. The funding will provide the facilitator enough hours to work with us 8 hours per week for 38 weeks (summer programming is generally not offered). \$8,859 of the requested amount was approved by the town on 10-17-22 to fund the salary for the first year. Click here for the complete application.	34.62%	243
Project Name: New Apparatus Equipment (Click HERE to access ARPA Application)Department: Colchester Hayward Fire DepartmentCost estimate: \$124,444.17 Brief Description: The funds will be used to purchase all of the portable equipment for the new fire apparatus. This equipment includes two (2) sets of battery-powered extrication equipment that would have possibly made a difference in the recent accident that took the lives of two young residents.	71.79%	504
Project Name: 800 MHz Radio System Upgrade (Click HERE to access ARPA Application)Department: Colchester Hayward Fire DepartmentCost estimate: \$36,000Brief Description: The funds would be used purchase portable radios and upgrade the current radio system to ensure interoperability with other agencies into the foreseeable future.	53.13%	373
Project Name: Tennis Courts (Click HERE to access ARPA Application)Department: Colchester Parks and RecCost estimate:\$297,500.00Brief Description: Funding will include reclaiming 3 tennis courts at the RecPlex. All asphalt will be removed, new tennis courts will be installed, painted and lined. New posts and nets are included in the quote. The fence around the tennis courts, including the gate, are not included in the quote. We hope to be able to continue the use the current fence and gate.	32.19%	226
Project Name: Skatepark (Click HERE to access ARPA Application)Department: Colchester Parks and RecCost estimate:\$99,000Brief Description: The skatepark that once lived at the RecPlex is no longer there. Those that enjoy the sport now travel to other towns or use sidewalks and public streets. The funding will cover the expenses to design and build a new skatepark that the local skaters will use for the next 20+ years. We are looking at new locations better suited to meet their needs – including the area around the tennis courts and basketball court. The area is already used by many teens, has lights, a parking lot and safe access via sidewalks. Public request and need for outdoor recreational opportunities, specifically teen and activities for young adults are desperately needed.	43.73%	307
Project Name: Fire Headquarters Parking Lot (Click HERE to access ARPA Application)Department: Colchester Hayward Fire Cost estimate: \$190,000.00Brief Description: The funds will be used for the revitalization of the Fire HQ parking lot.Scope of proposed work:1) Saw cut all pavement edges to match existing/abutting pavement2) Remove and dispose of approximately 33,300 S.F of existing asphalt pavement and associated bituminous concrete curbing.3) Remove and dispose of 5 existing catch basins.4) Install 5 new pre-cast concrete catch basins (type C-L or C to match existing) and provide any processed gravel backfill around catch basin structures as needed to re-establish grade/base for new asphalt pavement.5) Regrade existing base (add new gravel base as needed) to establish line and grade to properly drain all paved areas to new catch basins.6) Furnish and install 2" compacted thickness of Class 1 Bituminous Concrete binder course.7) Furnish and install 2" compacted thickness of Class 2 Bituminous Concrete surface course.8) Furnish and install approximately 1150 L.F. of new 6 inch bituminous concrete lip curbing (BCLC) to match existing layout.9) Restripe all parking space lines and pavement markings to match existing layout using retroreflective white pavement marking paint.10) Backfill new curbing with loam and seed to re-establish lawn along parking lot perimeter and with crushed stone fill within center island area.11) Contractor responsible for DOT encroachment permit necessary for work within the State's right of way for Old Hartford Road.	22.93%	161
Project Name: Social Services (Click HERE to access ARPA Application)Department: Colchester Youth and Social Services (CYSS)Cost estimate: \$100,600Brief Description: CYSS is proposing that \$100,600 be allocated to the Social Services Department to provide support to Colchester residents who are living at or below 60% of the State Median Income.Rental Assistance/Security Deposit program: \$30,000Home Repairs: \$25,000Food Bank Appliances and Furniture: \$20,000P&R Camp Scholarships: \$9600Car Repair Fund: \$8,000Other Assistance: - Rx, Glasses, etc.: \$8,000Policies will be developed accordingly	50.71%	356
Project Name: Town Hall Roof (Click HERE to access ARPA Application)Department: First SelectmanCost estimate: \$321,460Brief Description: The funds will be utilized to provide a complete replacement of the Town Hall Roof. Please see the application for a discussion of the options for roof replacement and estimates.	32.19%	226
Project Name: Town HVAC (Click HERE to access ARPA Application)Department: First Selectman of ColchesterRequested amount: \$415,000Brief Description: To upgrade the HVAC in Town Hall. HVAC is over 30 years old and in need of a desperate overhaul	22.79%	160

Project Name: Natural Gas Conversion – Town Hall (Click HERE to access ARPA Application)Department: Colchester Public WorksCost estimate: \$117,000Brief Description: This project stems from removing the 10,000-gallon underground oil storage tank. The boiler will be converted from oil to natural gas. The domestic hot water will be replaced with a natural gas unit. The thirty-year-old diesel generator will be replaced with a natural gas fuel generator. The new generator will sit outside on the cement pad which the temporary oil tank currently sits on. Note – at the time the gas line from Mill Street is run behind the Town Hall to the new Senior Center the line and regulator feeding the Town Hall will be installed. Once the line is charged, the conversion process can begin. Concerns with the 30+ year old generator having engine issues along with parts availability, not having enough fuel (with the 900 gallon temporary tank) to sustain the Town Hall during an extended outage	24.50%	172
Project Name: Norton Park, Phase 1 (Click HERE to access ARPA Application)Department: Town of ColchesterCost estimate: \$141,061Brief Description: The funds from this request are to complete Phase 1 of the Town of Colchester's Norton Park Project on the Jeremy River Rt 149/Westchester Road at the intersection of Paper Mill Road and River Road. These funds will allow the town to complete the park in a timely manner and allow full, safe access to the site for the public. Phase 1 includes: The cost for fill material, topsoil and grass seeding to make safe the hole left by the Norton Mill remediation work and removal of two houses, including retaining walls as required. Restoration of Paper Mill Road, and a safe, dirt parking area adjacent. Installation of guardrails at the road, and temporary fencing along steep embankments for safety and prevent human-caused erosion. Restoration and protection of some of the mill foundation walls demarking the extents of the historic building, and serving as seating elements. Installation of donated materials including brick pavers, picnic tables, benches, plantings, signage, etc. Completion of Phase 1 will reduce the time the Norton Mill foundation is considered an unsafe space requiring town protection.	73.79%	518
Project Name: Highland Water Tank 70'Department: Colchester Water Dept. (Click HERE to access ARPA Application)Requested amount: \$390,000.00Brief Description: The funds will pay for the steel tank to be blasted, recoated with primer and repainted with a two part epoxy as specified by American Water Works Association standards on the exterior. If funds are not approved, this vessel runs the risk of a catastrophic failure. This would cause approximately 50% of the town to lose water	40.31%	283
Project Name: Sablitz Open Space Parking Lot (Click HERE to access ARPA Application)Department: Town of Colchester Planning and Zoning DepartmentRequested amount: \$53,933.00Brief Description: In February 2021, the Town of Colchester was awarded funds from the CT DEEP to purchase 75 acres of vacant land on Middletown Road, to be used for the open space purposes. The Town completed the acquisition of the property in November 2021. The property fronts on Middletown Road (Route 16), just opposite the church on Skinner Road. The access to the property is limited and poses a safety risk for any future patrons. As a condition of the awarded funds, the Town is required to install a small parking lot for the public to access the open space. The Planning and Zoning Department is requesting \$53,933 in ARPA funds to complete the installation of the parking lot.	32.48%	228
Project Name: Field Irrigation (Click HERE to access ARPA Application)Department: Colchester Parks and RecCost estimate: \$250,724Brief Description: The funds would be used to irrigate RecPlex fields R1, R2, R3, R4, R5, R6, and R7.*Irrigation will be installed ASAP with consideration given to youth and adult sport league schedules.	46.72%	328
Project Name: Town Center Public Parking Lot Design (Click HERE to access ARPA Application)Department: Town of Colchester Planning DepartmentRequested amount: \$150,000Brief Description: The funds would be used to prepare a design and engineered plans for a public parking lot on the Town owned parcel (MBL: 16-00-048-001). The project would satisfy a desire of the Town going back to 1996 when the parcel was purchased. Should the project come to fruition, it has the potential to provide approximately 100+ parking spaced in a centralized location in the Town Center. The project would consider how a parking lot impacts the entire area, how pedestrian improvements can make connections and benefit the multitude of public and commercial interests in walking distance.	34.33%	241
Project Name: New Youth Center Creation Funds (Click HERE to access ARPA Application)Department: First Selectman's Office on behalf of Youth & Social ServicesRequested Amount: \$500,000Brief Description: These funds will be utilized to support the creation of a new youth center space. Though other numbers have been presented throughout the process, \$500k is the minimum that is being requested.	54.27%	381
Project Name: Police Department Expansion (Click HERE to access ARPA Application)Department: First SelectmanRequested amount: \$228,000.00Brief Description: The funds will be utilized to expand the operational quarters of the police department. Currently, the conditions are extremely cramped, there are security concerns, and potential OSHA concerns. These items need to be addressed as soon as possible.	37.89%	266

Total Respondents: 702