

First Selectman

From: James McNair <jmcnair3@comcast.net>
Sent: Friday, July 7, 2023 8:49 PM
To: Demian Sorrentino
Cc: First Selectman
Subject: RE: clarification on political signs regs

Thanks

Get [BlueMail for Android](#)

On Jul 7, 2023, at 4:03 PM, Demian Sorrentino <dsorrentino@colchesterct.gov> wrote:

Good Afternoon James-

I am currently in the process of finalizing a guidance document for public release that will outline the applicable regulatory requirements relating to placement of political signs in the Town of Colchester, and the enforcement standards for violations of the same. This will be based on the Land Development (Zoning) Regulations that currently exist. No new regulations are proposed at this time.

The following information (in [blue text](#)) is currently included in said guidance document:

The requirements for placement of political signs, including reference to applicable Regulation sections, are as follows:

1. Political signs are considered “exempt signs” and do not require a Zoning Permit from the Zoning Enforcement Officer (Sec. 11.5);
2. Political Signs are those signs pertaining to public policy issues, including those for which an election or other date-certain event is involved (Sec. 11.5.11);
3. Political signs must be set back a minimum of ten (10) feet from the edge of the traveled portion of any road and (Sec. 11.5), this is for safety purposes and applies to both Town Roads and State Roads;
4. Political signs shall not be placed within any Town-controlled [or Town-owned] road right-of-way (Sec. 11.5.11.A);
5. Because Sec. 11.10.1 contains the phrase “unless otherwise noted in these regulations”, the exception that appears to allow for political signs to be located “within the right-of-way of any street” is overruled by the prohibition on placement of political signs within any Town-controlled [or Town-owned] road right-of way in Sec. 11.5.11.A (see #4, above);

6. Placement of any sign, including political signs, within a State-controlled [or State-owned] road right-of-way, may require an encroachment permit from the Connecticut Department of Transportation, District 2 office (Sec. 11.10.1);
7. Political signs shall not be placed on any private property without permission of the property owner (Sec. 11.5.11.A);
8. When placed on private property, political signs must be set back a minimum of ten (10) feet from any side property boundary line (Sec. 11.5);
9. On a private residential property, no political position sign shall exceed four (4) feet by four (4) feet (sixteen (16) square feet in area) and shall not be illuminated (Sec. 11.5.11.B);
10. On a private non-residential or mixed-use property, no political position sign shall exceed four (4) feet by eight (8) feet (thirty-two (32) square feet in area) and shall not be illuminated (Sec. 11.5.11.B).

Enforcement standards for political signs are as follows:

- Any political sign that does not conform to the requirements noted above will be considered a violation of the Colchester Land Development (Zoning) Regulations.
- Signs placed so that they are not set back a minimum of ten (10) feet from the edge of the traveled portion of any road in violation of Sec. 11.5.11.A will be subject to removal by the Zoning Enforcement Officer. This is for safety purposes and applies to both Town Roads and State Roads. Signs that have been removed by the Zoning Enforcement Officer will be taken to the Land Use Department Office located at Colchester Town Hall, 127 Norwich Avenue, Suite 105, where they will be held for a period of seven (7) days and may be returned to the owner upon request.
- Signs placed within a Town-controlled [or Town-owned] road right-of-way in violation of Sec. 11.5.11.A will be subject to removal by the Zoning Enforcement Officer. Signs that have been removed by the Zoning Enforcement Officer will be taken to the Land Use Department Office located at Colchester Town Hall, 127 Norwich Avenue, Suite 105, where they will be held for a period of seven (7) days and may be returned to the owner upon request.
- Signs placed on private property without approval of the owner are subject to removal by the property owner.
- Signs on private residential property, private non-residential or private mixed-use property that violate the dimensional or illumination requirements of Sec. 11.5.11.B (see #9 and #10, above) will be cause for issuance of a Notice of Zoning Violation in accordance with standard Land Use Department procedures.

The intent is to post this guidance document in Town Hall and distribute it to the BoS, Registrars, Town Committees, etc., as well as possibly publish a link in the Rivereast for the general public per the P&ZC discussion on 6/21/23.

To answer your specific questions:

Will the Town be actively monitoring voting seasons for violations? As with all zoning enforcement matters year-round, we generally respond to complaints but will pursue enforcement without a complaint if we notice a violation or it is a health/safety/welfare issue.

Will enforcement fall under the ZEO? Yes, the ZEO is the municipal official charged with enforcement of our Land Development (Zoning) Regulations.

What will be done with the signs in violation? See the second and third bullet items under enforcement standards, above.

For signs with printed attribution, will fines be assessed? No, because the Town of Colchester has not adopted the Ordinance that is requisite in order to assess fines for zoning violations per CT General Statutes Sec. 8-12a. We have department procedures for zoning violations that are in conformance with CT General Statutes Sec. 8-12.

Can citizens or political partisans remove signs in violation and return them to Town Hall? The only time a citizen should remove a sign is if it were placed on that citizen's private property without their permission (see fourth bullet item under enforcement standards, above). Otherwise, citizens should report a perceived violation of the Land Development (Zoning) Regulations to the ZEO.

I hope this helps to clarify, and feel free to reply with any additional questions.

Thanks & Regards-

Demian

Demian A. Sorrentino, AICP, CSS
Planning Director
Town of Colchester
127 Norwich Avenue
Colchester, CT 06415
T: (860) 537-7282
E: dsorrentino@colchesterct.gov
www.colchesterct.gov

From: First Selectman <selectman@colchesterct.gov>
Sent: Friday, July 7, 2023 11:43 AM
To: Demian Sorrentino <dsorrentino@colchesterct.gov>
Subject: FW: clarification on political signs regs

FYI – Could you please reach out to James. Thanks!

From: jmcnair3@comcast.net <jmcnair3@comcast.net>
Sent: Thursday, July 6, 2023 2:40 PM
To: First Selectman <selectman@colchesterct.gov>
Subject: clarification on political signs regs

Dear BoS,

I am assuming all ordinances and regulations have documented clauses for enforcement and actions for violations. Or at least, that is what I am hoping. That avoids uneven application and enforcement. Reading minutes from the June 21, 2030 PZC meeting, I noticed the attached.

I think these regs were adopted around 2013. I'm not surprised many do not know they exist. Over the years, I've seen many instances of violations around town, at town hall, and around the Town Green. Seeing as how these regs are being posted in the Rivereast to inform the public, I am assuming the community is on notice for the future.

So I would like to know:

Will the Town be actively monitoring voting seasons for violations?
Will enforcement fall under the ZEO?
What will be done with the signs in violation?
For signs with printed attribution, will fines be assessed?

Can citizens or political partisans remove signs in violation and return them to Town Hall?

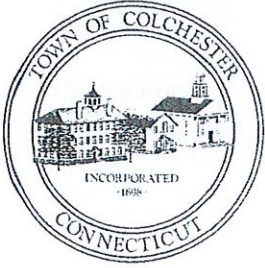
I think the public should have a better understanding of the full process of these regulations.

Thanks for your time and consideration,

James D. McNair III
Colchester

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.

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.



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

Andreas Bisbikos, First Selectman

Board of Selectmen Regular Meeting Minutes

Thursday, July 6th, 2023, at 7 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: Tiffany Quinn (Park & Recreation Director), J. Leone (Public Works Director), Sgt. Z. Cash (Resident State Trooper), A. Migliaccio (Board of Finance Chair), M. Williamson (Finance Director)

1. Call to Order – Meeting called to order by A. Bisbikos at 7:02 PM
2. Pledge of Allegiance
3. Correspondence
4. Citizens Comments
 - M. Dubreuil spoke about the Board of Education out-of-town tuition. R. Silberman spoke against field irrigation. D. Bouchard about the out-of-town tuition and on the proposed ARPA Social Services grant to help citizens.
5. Consent Agenda
 - R. Coyle made a motion to add 6C to the agenda to include a discussion on the Town Hall Roof, Town Hall HVAC, and 70ft Highlands Woods water tower. 2nd by D. Bates. *Motion carried unanimously 5-0*
 - D. Bates made a motion to move items 8 A & B as the new item 6 on the agenda and number the remaining items accordingly. 2nd by R. Coyle. *Motion carried unanimously 5-0*
 - J. LaChapelle made a motion to make item 5D, item 5-1. 2nd by D. Turner. *Motion carried unanimously 5-0*
 - R. Coyle made a motion to move the Consent Agenda Items A, B, C, D, and F. 2nd by D. Turner. *Motion carried unanimously 5-0*
- 5-1:
 - J. LaChapelle asked R. Silberman questions related to Sewer & Water.
 - J. Leone answered questions related to water consumption.
 - J. LaChapelle made a motion to accept the reappointment of Ron Silberman to the Sewer & Water Commission with a term set to expire 6/30/26. 2nd R. Coyle. *Motion carried unanimously 5-0*
6. Commission/Committee Interviews
 - A. Bonnie Trecarten was interviewed for the Commission on Aging, alternate membership.
 - B. Russell Melmed was interviewed for the Fair Rent Commission, membership.
7. ARPA
 - T. Quinn and J. Leone answered BOS questions related to field irrigation.
 - R. Coyle made a motion to authorize the First Selectman to sign all contracts and documents associated with awarding the irrigation project to Fournier Irrigation in the amount of \$238,797.00; the electrical work to Stula

RECEIVED
COLCHESTER, CT
2023 JUL 10 AM 9:52
Gayle Furman
Town Clerk

Enterprises in the amount of \$9995.00; the fencing to Fenceman and Sons in the amount of \$1750.00. 2nd by A. Bisbikos. *Motion carried unanimously 5-0*

- R. Coyle made a motion that at the next Board of Selectmen meeting J. Leone provides a bid on the wells and to identify if there are any alternatives to the \$25,000 needed. 2nd by J. LaChapelle. *Motion carried unanimously 5-0*
- J. Leone and Z. Cash answered questions related to the police expansion proposal.
- R. Coyle made a motion to approve a contract between the Town of Colchester and Stephen Jager Associates, LLC, to prepare architectural design and construction documents for the police expansion in the amount of \$18,400 deducted from the \$228,000 ARPA funds and allow the First Selectman to sign all necessary documents. 2nd by A. Bisbikos. *Motion carried unanimously 5-0*
- J. Leone provided an update on the Town Hall Roof, the HVAC system, and the Water Tower.

8. Finance Department discussion

- M. Williamson and A. Migliaccio provided updates on the Finance Department

9. Nip Surcharge Disbursement

- J. Leone and the Board of Selectmen discussed ideas on how to appropriate the funds and how to gather additional feedback from various commissions/committees.

10. Citizens Comments

- D. Bouchard provided feedback on the nip surcharge disbursements and rent concerns. M. Dubreuil praised the finance department. M. Egan provided thoughts on the audit. R. Silberman spoke on gathering feedback and on irrigation. J. Farrell spoke about the finance department and budgetary numbers.

11. First Selectman's Report

- A. Bisbikos provided updates on the Town Green Gazebo, the Youth Center Roof, and the Splash Pad

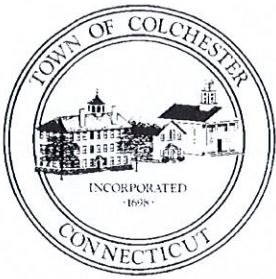
12. Liaison Reports

- J. LaChapelle provided a BOE update on out-of-town tuition and negotiated contracts. D. Bates provided an update on the Norton Park status related to grants and remediation. D. Turner provided a Historic District update on the Van Cleef House, the bid on the electrical box on the Green, and damaged windows for the School for the Colored Children, and an update on CORE's last meeting, community conversations, and recent events. R. Coyle provided an update on Chatham Health's update on fee increases and state grants, and an update on the Agricultural Commission on a tax reduction program.

13. Adjourn

- J. LaChapelle made a motion to adjourn. 2nd by D. Bates. Meeting adjourned at 9:54 PM.

Minutes submitted by F. Brown



Town of Colchester, Connecticut

95 Norwich Avenue, Colchester, Connecticut 06415

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

MEMORANDUM

To: Board of Selectmen

From: Patricia A. Watts, Director of Senior Services

Date: 07/13/2023

Re: Execution of Grant Contract with NCOA

The Colchester Senior Center has applied for \$10,000 in funding for the Senior Center Vaccine Uptake Initiative through the National Council on Aging (NCOA) and a service contract has been given (see attached). Through the contract, the Colchester Senior Center will receive a one-time, up-front payment to support the administration of 100 or more COVID and flu vaccinations between the date of the executed contract and April 30, 2024, with some reporting requirements once the terms of the contract have been satisfied. Chatham Health District has given assurance that they will be able help us to meet this goal in Colchester, and several flu vaccine clinics have been scheduled for the fall at CSC. Please sign the contract on the first page, and initial the Scope of Work (SOW) on the last page. Once signed, please return to me for submittal.

Recommended Motion

Motion to approve and authorize the First Selectman to sign all necessary documents.

Respectfully Submitted,

Patricia A. Watts
Director of Senior Services/Municipal Agent



Covid-19 and Influenza Vaccine Uptake Initiative: Agreement for Contracted Services

This Agreement for Contracted Services (including all Exhibits and Schedules, the “Agreement”), is entered into by and between the **National Council On Aging, Inc.**, (hereinafter referred to as NCOA) and **Colchester Senior Center**, (hereinafter referred to as CONTRACTOR). CONTRACTOR agrees to operate the project in accord with all clauses and exhibits included in this CONTRACT.

FUNDER		CONTRACTOR
National Council on Aging 251 18 th Street, South Suite 500 Arlington, VA 22202		Name of Entity: Colchester Senior Center Address: Street address 1: 95 Norwich Avenue Street address 2: City, State ZIP: Colchester, CT 06415
CONTRACT PERIOD		Period of performance: 07/11/2023 to 04/30/2024
Contract Amount		\$10,000
NCOA's Federal Source:	Federal Award #: 90ADCI0008-01-05 Federal Award ID #: 90ADCI0008	Agency Name: Department of Health and Human Services, Administration For Community Living (ACL)
Method of Payment	<u>One-time payment</u>	One payment – \$10,000 upon execution of this contract
<i>Approved for NCOA by:</i>		<i>Approved for CONTRACTOR by:</i>
<i>NAME: Josh Hodges</i>		NAME: Andreas Bisbikos
<i>TITLE: Chief Customer Officer</i>		TITLE: First Selectman
SIGNATURE		SIGNATURE
DATE		DATE

RECITALS

WHEREAS, NCOA is a non-profit organization which educates, provides research and advocates for public policy issues to improve the lives of older Americans and wishes to engage Contractor to make available experts to perform certain services on behalf of NCOA as described in this Agreement;

WHEREAS, Contractor has expertise and experience in providing the services described in the attached Statement(s) of Work and has agreed to provide services to NCOA in its area of expertise.

WHEREAS, NCOA desires to retain the services of Contractor and Contractor desires to render such services on the terms and conditions set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of mutual promises and covenants set forth hereunder, the parties agree as follows:

1. Provision of Services by Contractor.

1.01 Services. Contractor agrees to perform for NCOA the services described in the Statement(s) of Work attached hereto and made a part hereof referencing this Agreement (each, a "SOW") as may be mutually agreed upon and signed by both parties. Such services, including without limitation, any deliverables and work product to be furnished by Contractor, are hereinafter referred to as the "Services." SOW Number 1 is attached hereto as Exhibit A.

1.02 Fees and Expenses. As compensation for the Services, NCOA will pay to Contractor the fees set forth in the applicable SOW. Payment terms will be as described in each SOW.

1.03 Taxes. Contractor will pay any and all Federal, state, local or foreign sales, excise, service, use, value-added and other governmental taxes or assessments, however designated, with respect to the Services, payments hereunder or otherwise arising out of this Agreement (collectively, "Taxes"). **NCOA will not withhold any funds from Contractor for Taxes or other governmental purposes.**

1.04 Contractor Responsibilities.

i. Contractor shall perform Services diligently and in a workmanlike manner in accordance with industry standards and will use its reasonable commercial efforts to meet the needs and requirements of NCOA.

ii. Contractor shall manage the work of all staff retained on its behalf to perform Services and shall provide all equipment, materials and supplies to its personnel assigned to perform Services hereunder at its expense.

iii. Contractor shall perform the Services in conformance with all applicable laws, rules, and regulations relating to performance of the Services and all requirements set forth in any SOW.

v.

4. Examinations

4.01 Audits, Inspections and Inquiries. In the event Contractor is notified of any regulatory inspection or other audit or inquiry that relates to any Services provided under this Agreement, Contractor shall: (a) promptly notify NCOA of any such inspection or inquiry; (b) forward to NCOA copies of any correspondence from the regulatory agency relating to any such inspection or inquiry; and (c) seek the applicable Client's consent before referring to any Client in any correspondence responding or relating to any such regulatory inspection or inquiry (or related regulatory correspondence).

5. Term and Termination

5.01 Term. This Agreement shall commence on the Effective Date and continue until April 30, 2024, unless terminated earlier in accordance with the provisions of this Section 5 (the “Initial Term”).

5.02 Termination for Material Breach. In the event either party defaults in any material obligation in this Agreement, the non-defaulting party shall give written notice of such default. If the party in default has not cured the default within thirty (30) days of receipt of the notice, the non-defaulting party may terminate this Agreement by delivering notice thereof to the defaulting party.

5.03 Termination for Insolvency. In the event that either party becomes insolvent (i.e., becomes unable to pay its debts in the ordinary course of business as they come due) or makes assignment of this Agreement for the benefit of creditors, the other party may terminate this Agreement immediately upon written notice.

5.04 Termination for Convenience. Unless otherwise provided in a SOW, NCOA may terminate this Agreement or any SOW upon at least thirty (30) days advance written notice to Contractor.

5.05 Effect of Termination. Termination or expiration of this Agreement shall automatically terminate all services provided, and licenses granted, by the parties hereunder. NCOA shall be liable for any fees and expenses incurred by Contractor prior to the effective date of termination.

6. Confidentiality.

6.01 Confidential Information. During the term of this Agreement, each party may receive or have access to information that is confidential or proprietary to the other party (the “Confidential Information”). Confidential Information shall mean sensitive or proprietary materials and information, in whatever form, written, oral or otherwise, and shall include, but shall not be limited to (i) the distinctive methods or procedures which a party utilizes in the conduct of its business, (ii) each party’s existing or future business models, relationships, plans, products and services marketed or planned to be marketed by such party; (iii) information relating to a party’s general business operations, including but not limited to, sales, costs, profits, organizations, promotions, leads, ideas and methods and pricing structures; (iv) the terms and pricing under this Agreement, (v) a party’s business processes and strategies, (vi) all Client information and data, including personally-identifiable information provided by Clients and (vii) all information clearly identified by a party as confidential. Confidential information shall not include information that, as evidenced by documentary evidence: (a) is or becomes generally available to the public through no act or omission of the receiving party or its personnel; (b) was in the receiving party’s lawful possession prior to the disclosure and had not been obtained by the disclosing party either directly or indirectly from the disclosing party or from a third party who such party knows or should know is under an obligation of confidentiality with NCOA; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party without reference to the Confidential Information; or (e) is obligated to be disclosed by court order or government requirement. For purposes of this Agreement, a “Client” of NCOA means any business partner (including any corporation, partnership, governmental organization, joint venture, health plan, educational institution, not-for-profit organization, community senior center and other party with whom NCOA engages in any business transaction), business associate and any party that provides information to NCOA, including members of the general public.

6.02 Nondisclosure. Each party agrees to hold the other party’s Confidential Information in confidence during the term of this Agreement and at all times after termination or expiration of this Agreement. The parties agree not to make the Confidential Information available in any form to any third party (provided that Contractor may make the terms and pricing of this Agreement available to auditors and legal counsel who are bound by confidentiality obligations with respect thereto) or to use the Confidential Information for any purpose other than the implementation of this Agreement. Each party agrees to take all

reasonable steps to ensure that Confidential Information is not disclosed or distributed by any person or entity in violation of the terms of this Agreement. Within thirty (30) days after any request made from time to time by the disclosing party, the receiving party shall return to the disclosing party, or at the disclosing party's direction destroy, and certify to the disclosing party in writing that the original and all copies, in whole or in part, of the Confidential Information have been returned to the disclosing party or destroyed. If a party is compelled to disclose any of the Confidential Information by court order or government regulation, it will disclose only that portion thereof which it is compelled to disclose and shall reasonably cooperate with the disclosing party's efforts to obtain an order or other reliable assurance that confidential treatment will be accorded to the Confidential Information so disclosed. Each party shall promptly inform the other party in the event such party learns of any disclosure of Confidential Information.

7. Warranties.

7.01 Services Warranties. Contractor warrants that (i) the Services shall be performed by qualified personnel in a good and workmanlike manner with due care and diligence consistent with industry standards; (ii) Contractor and its representatives shall perform the Services in conformance with all applicable laws, rules and regulations relating to performance of the Services.

7.03 Debarment. Contractor represents, warrants and covenants that all times during the Term, Contractor and each of Contractor's officers and directors, employees and other personnel assigned to perform Services: (i) are not presently listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549; (ii) have not, within a three (3) year period preceding the effective date of this Agreement, been convicted of or had a civil judgment rendered against it or them for commission of fraud or a criminal offense; (iii) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the foregoing offenses; and (iv) have not within the preceding three (3) years had one or more public transactions (Federal, State, or local) terminated for cause or default.

7.04 Mutual Warranties. Each party represents and warrants to the other party that: (i) such party has sufficient rights, power and authority to execute and deliver this Agreement and perform its obligations hereunder and has taken all necessary corporate and other action to authorize the execution and delivery of this Agreement; (ii) execution and performance of each party's respective obligations under this Agreement will not result in a breach of or conflict with any other agreement to which such party is a party or is bound; (iii) this Agreement is and shall be the legal, valid, and binding obligation of such party and shall be enforceable in accordance with its terms; and (iv) such party will comply with all applicable privacy or data protection statutes, rules or regulations governing the respective activities of that party.

7.05 Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO MAXIMUM THE EXTENT PERMITTED UNDER APPLICABLE LAW, THE PARTIES MAKE NO, AND HEREBY DISCLAIM ANY, REPRESENTATION, WARRANTY OR GUARANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY: (1) OF MERCHANTABILITY OR SATISFACTORY QUALITY; (2) OF FITNESS FOR A PARTICULAR PURPOSE; OR (3) ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

7.07 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.08 This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Federal Acquisition Regulation (FAR) [3.908](#).

The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section FAR [3.908](#).

8. Disclaimers of Damage and Limitations of Liability.

8.01 Disclaimer of Certain Damages: IN NO EVENT SHALL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUPPLIERS, LICENSORS, SERVICE PROVIDERS AND CONSULTANTS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY, OR HAS CONSTRUCTIVE KNOWLEDGE, OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE. NO THIRD PARTY SHALL BE DEEMED A THIRD PARTY BENEFICIARY OF THIS AGREEMENT.

8.02 Exclusions. The limitations and disclaimers in this Section 8 shall not apply with respect to: (a) either party’s liability for infringement of the other party’s or a third party’s proprietary rights; (b) either party’s liability for damage to or destruction of tangible personal property or real property; (c) either party’s liability for breach of its privacy and confidentiality obligations.

9. Indemnification.

9.01 Indemnification. Each Party will, indemnify and hold harmless the other Party, and its respective officers, directors, employees and representatives from and against any costs, claims, demand, lawsuits, actions, causes of action, liabilities, penalties, losses and expenses (including reasonable counsel fees) arising from (±) any breach of this Agreement (including the terms and conditions of any Exhibit or Addendum) by the Indemnifying Party of its representatives, except to the extent that such claims, damages, losses, liabilities, judgements, settlements, costs and expenses are caused by negligence or

intentional misconduct of the Indemnified Party. The Indemnified Party shall notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party's expense.

10. General.

10.01 Independent Contractors. NCOA and Contractor are independent parties and this Agreement shall not be construed to create an employment, agency, partnership or joint venture relationship between the parties. **The status of Contractor and Contractor's personnel will be that of independent contractors and not that of an employee or agent of NCOA.** Accordingly, Contractor recognizes and agrees that neither Contractor nor Contractor's personnel are eligible to participate in any employee welfare or other benefit plans, however characterized, maintained by NCOA and shall not be entitled to unemployment compensation at the termination or expiration of this Agreement or any SOW. Contractors agrees to assume all responsibility and liability for any and all federal and state employers' liability, workers' compensation, social security and unemployment insurance requirements with respect to Contractor and Contractor's personnel. Contractor agrees to pay and report (or require to be paid and reported) all federal, state and local income, employment and payroll withholding taxes and other governmental taxes or charges for personnel rendering Services, including, without limitation, federal and state income tax withholding, FICA, FUTA, SDI, and state payroll taxes, as may be applicable.

110.03 Assignment. Contractor understands that Contractor has been selected by NCOA to perform the Services on the basis of Contractor's unique qualifications, experience and skills. Accordingly, Contractor agrees that Contractor cannot assign any this Agreement or portion of Contractor's performance under this Agreement without the prior written consent of NCOA.

10.04 Costs and Expenses. Except as set forth in this Agreement, each party shall pay all its own costs and expenses in the performance of its obligations under this Agreement.

10.05 Waiver. The failure of either party to enforce any of the provisions of this Agreement shall not constitute a waiver of the provisions or of the right of the party to enforce each and every provision contained in this Agreement.

10.06 Severability. If any provision of this Agreement for any reason shall be declared void, illegal, invalid or unenforceable in whole or in part, such provision shall be severable from all other provisions herein and shall not affect or impair the validity or enforceability of any other provisions of this Agreement.

10.07 Survival. The following provisions shall survive expiration or termination of this Agreement for any reason: Sections 1.05(iv) and (vi) (maintenance of records; privacy); 2 (Ownership); 6 (Confidentiality); and 9 (Indemnification).

10.08 Force majeure. Neither party shall be liable for any delay or failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its reasonable control. Without limiting the generality of the foregoing, such causes include acts of God, the public enemy, fires, floods, storms, earthquakes, riots, terrorism, strikes, blackouts, wars or war operations, restraints of government, utility or communications failures, computer malfunctions and equipment failure, computer hackers, telecommunications slow-downs or failure, or other causes which could not with reasonable diligence be controlled or prevented by the party.

10.09 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the laws of the State of Delaware, without regard to its conflicts of laws rules. Each party hereby irrevocably submits to the exclusive jurisdiction and venue of the state and federal courts located in the Commonwealth of Virginia for any action arising under this Agreement.

10.10 Injunctive Relief. The parties acknowledge that violations of Sections 1.05(vi) and 6 of this Agreement may result in irreparable harm to the non-violating party for which remedies other than injunctive relief may be inadequate, and that the non-violating party shall be entitled to receive from a court of competent jurisdiction injunctive or other equitable relief to restrain such unauthorized acts in addition to other appropriate remedies. In the event of any claimed breach of any provisions of this Agreement, and in the event a party requests any injunctive relief or other relief in equity to stop or enjoin any act or acts by the other party, the parties agree that should such relief be granted by any court, that the requesting party shall not be required to post any bond or other surety as a pre-condition to such relief being granted and enacted.

10.11 Notices. All notices and demands under this Agreement shall be in writing and shall be sufficient if sent by fax, registered mail or courier service in English, in each instance with confirmation of receipt, to the other party at its address given below, or at another address designated by such party in writing at a later time. A notice shall be deemed given on the date it was received.

Contractor:
Colchester Senior Center
95 Norwich Avenue
Colchester, CT 06415

NCOA:
Chief Customer Officer
National Council on Aging
251 18th Street South, Suite 500
Arlington, VA 22202

10.12 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the terms and conditions between the parties regarding the subject matter hereof, and supersedes all prior negotiations, agreements and representations regarding the subject matter hereof. There are no other agreements or representations not set forth herein. The Agreement shall not be modified except by a written instrument, signed by an authorized representative of both parties.

10.13 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. The exchange of a fully executed Agreement, in counterparts or otherwise, by facsimile or electronic scanning shall be sufficient to bind the parties to the terms and conditions of the Agreement.

EXHIBIT A

Statement of Work No. 1

This Statement of Work No. 1 (“Statement of Work”) is entered into by and between NCOA and Contractor under a certain Agreement for Contracted Services dated as of July 11, 2023 (the “Agreement”), and is incorporated by reference into and made a part of the Agreement. Any capitalized terms not defined in this Statement of Work shall have the meaning set forth in the Agreement.

1. **Statement of Work Effective Date: July 11, 2023**

2. **Scope of Services:**

The purpose of this contract is for Contractor to provide services related to COVID-19 and flu vaccine outreach and vaccinations to older adults and people with disabilities in its catchment area. Specifically, Contractor will:

- Provide a minimum of 100 vaccinations to older adults and/or people with disabilities. Vaccinations must be either COVID-19 or flu, or a combination of both. (Contractor may offer additional vaccinations, but only COVID-19 and flu vaccines will be counted toward the goals of this agreement.)
- Attend required onboarding and regular technical assistance meetings held by NCOA staff.
- Use NCOA-branded templates for marketing and outreach materials.
- Send vaccination data to NCOA. NCOA will supply a template for the vaccination data. Data is expected to include type of vaccination administered and date of vaccination.
- Provide composite demographic data of members/participants served in catchment area.
- OPTIONAL: Report one vaccine success story to NCOA.

3. **Target Completion Date:** All Services will be completed by April 30, 2024. The following deliverables shall be completed on or before the target completion date of this agreement:

- 100 vaccinations administered to older adults and/or people with disabilities.
- Data on vaccinations administered sent to NCOA upon completion of required 100 vaccinations and at the end of the project period.
- Attendance at mandatory onboarding and technical assistance meetings.

4. **Fees and Payment Terms:**

a. Fees/ Payment Terms:

NCOA has retained Contractor to perform the Services for a total amount of \$10,000. The Contractor will not be paid until after receipt of this Agreement, signed by both parties, and a completed W-9 form. Once all documentation is complete, Contractor will be paid in full.

5. **Reporting Requirements:**

Contractor will provide vaccination data to NCOA per the scope of work and deliverables above.

6. **Other Assumptions/ Project Terms:**

Contractor will sign an attestation that confirms both its not-for-profit status and that it has not received other funding from NCOA or US Aging under their respective vaccine initiatives funded by ACL.

Please Initial:

Contractor: _____

NCOA: _____

TOWN OF COLCHESTER
PUBLIC HEARING – Town Ordinances
July 13, 2023
MINUTES

Present: First Selectman: Andreas Bisbikos, Fire Chief Steve Hoffman, Brad Bernier, Sean Shoemaker: Gayle Furman.

First Selectman Andreas Bisbikos called meeting to order at 5:35p.m.

Motion to move Item #1, To modify Town Ordinances, Chapter 6 – Alarm Systems and Town Ordinances, Chapter 103 – Rapid Access Systems as recommended by the Fire Marshal and the Town Ordinances, Chapter 59 as recommended by the Fire Chief for subsequent approval by the Board of Selectmen was made by Brad Bernier and seconded by Sean Shoemaker. MOTION PASSED.

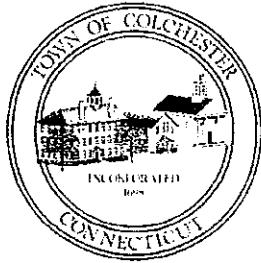
Discussion: None

Hearing adjourned at 5:40p.m.

Respectfully submitted,

Gayle Furman
Town Clerk, CCTC, CMC

RECEIVED
COLCHESTER, CT
2023 JUL 14 AM 10:47
Gayle Furman
GAYLE FURMAN
TOWN CLERK



Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: July 6, 2023

BOARDS & COMMISSIONS APPLICATION

Name: Bruce P. Hayn Sr

Address: 289 Lebanon Ave Colchester, CT. 06415

Home Phone: 860-537-4429 Email brunohayn@yahoo.com FAX: 860-603-2622

Cell Phone: 860-885-6189 Town Residency 41 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Colchester's Blight Hearing Officer

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

High School: Norwich Free Academy Graduated 1975

College: Thames Valley State Graduated 1977

Trade, Business Designer/Builder Currently

Or Correspondence

School _____

CONTINUED ON REVERSE SIDE

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

Prior to Home Designs By Bruno I was Business manager of Town Fair Tire, COO of Lakin Tire
COO of Oxford Tire, Business manager of Exeter Energy Power Plant, Partner with
Getty Granite, Bartender at Farmers Club, Rock Picker at Chantclair Golf Course

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

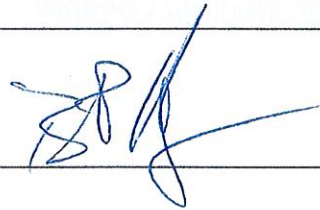
Why are you interested in serving? I have always believed that if you live in a Town and wish to help make it better you need to get involved in it. I have served on many Boards and Commissions in Town with having served on the BOF for 28 years. I still feel I have a lot to give.

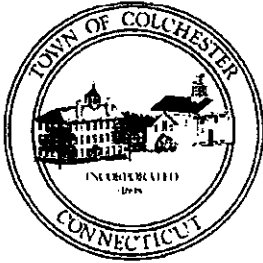
Do you have any experience or familiarity with this area? I believe my past experiences have provided me with the knowledge and understanding as to what is fair and reasonable. In any job or position one is required to make certain that the decision made is in the best interest of each party but doesn't loose the law, code or ethical responsibility needed to make the correct outcome needed.

If you are not appointed to this board or commission, would you be interested in other forms of public service?
Which ones? Yes. I believe that getting back on the Board of Finance would be favorable

Date: July 6, 2023

Signature: _____





Town of Colchester, Connecticut

127 Norwich Avenue, Colchester, Connecticut 06415

DATE: July 13, 2023

BOARDS & COMMISSIONS APPLICATION

Name: Jeffrey M. Mastrianni

Address: 47 Veccadola Drive Colchester, CT. 06415

Home Phone: _____ Email jmast831@gmail.com FAX: _____

Cell Phone: (860) 614-1554 Town Residency 5 Years

Party Affiliation: Democrat Republican Unaffiliated (check one)

Commission or Board you are interested in serving on: Fair Rent Commission; Colchester Housing Authority

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

High School: Farmington High School

Attended: 4 years; Subjects/Major: N/A; Graduated: 2007

College: University of Connecticut

Attended: 4 years; Subjects/Major: BA History, Minor in Psychology; Graduated: 2011

Trade, Business University of Connecticut School of Law

Or Correspondence

School

Attended: 3 years; Subjects/Major: N/A; Graduated: 2015

CONTINUED ON REVERSE SIDE

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

See attached resume.

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


Why are you interested in serving? I believe strongly that government only functions if all of its levels do so independently. Municipal government is just as important as, and often more impactful on the daily lives of its constituents, than state or federal government. Beyond that, I am passionate about improving housing opportunities. My job has revealed to me many fundamental flaws in how our state approaches housing (both affordable and otherwise), and I feel it would be beneficial to share that knowledge through the very fora meant to address such flaws.

Do you have any experience or familiarity with this area? Yes. I have practiced housing law, representing landlords throughout the State of Connecticut, including before Fair Rent Commissions (though never Colchester's Fair Rent Commission), since 2017. I have extensive familiarity with the applicable laws and regulations governing housing, both in the market and affordable context (including various forms of subsidized housing), and practice daily in Connecticut's housing courts.

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

Which ones? Yes, I would consider appointment to other boards or commissions, though I may or may not possess the same subject area knowledge as would be applicable to the FRC/CHA.

Date: 7/13/2023

Signature: 

JEFF MASTRIANNI

jmast831@gmail.com | (860) 614-1554
47 Veccadola Drive, Colchester, CT 06415

MEMBERSHIPS

STATE OF CONNECTICUT BAR, June 2016

EDUCATION

UNIVERSITY OF CONNECTICUT SCHOOL OF LAW
JURIS DOCTOR, MAY 2015

HARTFORD, CT
GPA: 3.243 / 4.0

Editor-in-Chief, *Connecticut Insurance Law Journal*, Vol. 21
Vice President & Treasurer, Public Interest Law Group
Sustainability Chair, Energy & Environmental Law Society
Burton D. Wechsler Interscholastic Moot Court Competition, American University, Fall 2013

Connecticut Moot Court Board
Treasurer, International Law Society
Treasurer, Phi Alpha Delta Law Fraternity

Insurance Law Center Juris Doctor Prize for 2015
CALI Excellence Award in Topics in Employment Discrimination

Thomas J. Staley '60 Scholarship, 2013-14
CALI Excellence Award in Topics in Family Law

UNIVERSITY OF CONNECTICUT
BACHELOR OF ARTS IN HISTORY, MAY 2011
Graduation with Honors

STORRS, CT
GPA: 3.399 / 4.0
Minor in Psychology

LEGAL EXPERIENCE

CHESSON & SCHWEICKERT, LLC
ASSOCIATE ATTORNEY

MILFORD, CT
May 2017-Present

Practice landlord/tenant and associated fields of law, representing landlords in summary process, housing code enforcement, small claims, collections, Freedom of Information Commission, probate, and other types of cases. Settle or try hundreds of cases yearly, compose and argue pre- and post-judgment motions, and appear in court on a daily basis. Draft contracts, appellate briefs, releases, and stipulations, and research pressing and current legal issues. Manage the firm's creation and integration of a collections practice.

NEW LONDON SUPERIOR COURT CIVIL CLERK'S OFFICE
TEMPORARY ASSISTANT CLERK

NEW LONDON, CT
Dec. 2015 – May 2017

Oversaw summary process docket from initiation to execution, including hearings, weekly mediation calendars, and trials. Prepared and conducted monthly hearing in damages docket. Performed civil caseload duties at all stages of litigation. Wrote and processed court orders, clerked jury trials, court trials, hearings, and short calendar proceedings, answered civil procedure questions for attorneys and pro se litigants, and used e-filing system to oversee case progress.

CONNECTICUT INSURANCE LAW JOURNAL
EDITOR-IN-CHIEF

HARTFORD, CT
May 2014 – May 2015

Supervised 44 editors and managed a budget of over \$15,000 to edit over 600 pages of sophisticated insurance law literature. Allocated personnel and resources and balanced the workload to set and meet publication deadlines. Liaised regularly with over 80 attorneys, professors, and industry experts to ensure their satisfaction with the final publication.

CONSUMER FINANCIAL PROTECTION BUREAU
POLICY ASSISTANT

WASHINGTON, D.C.
June 2014 – Aug. 2014

Drafted language for Notices of Proposed Rulemaking and conducted extensive research in the areas of consumer finance and consumer protection. Co-authored legal memoranda for Director Richard Cordray and agency attorneys. Collaborated with the Consumer Education and Engagement division on several major projects to shape future policymaking.

PRZYBYSZ & ASSOCIATES GOVERNMENT AFFAIRS, LLC
LOBBYIST INTERN

HARTFORD, CT
Feb. 2014 – May 2014

Examined bills for potential impact on emergency services clients. Attended various committee hearings, met with other lobbyists, and researched the potential effects of pending bills to communicate those details to clients' key decision makers. Proposed bill revisions to better reflect the interests of clients, and discussed revisions with clients.